



August 23, 2018

Ms. Heather Halsey  
Executive Director  
Commission on State Mandates  
980 Ninth Street, Suite 300  
Sacramento, CA 95814

**Response to Draft Proposed Decision: Test Claim U Visa 918 Form, Victims of Crime: Nonimmigrant Status, 17-TC-01**

Dear Ms. Halsey,

The City of Claremont respectfully submits this response to your Draft Proposed Decision for our UVISA 918 Form, Victims of Crime: Nonimmigrant Status, Test Claim # 17-TC-01.

We agree with Commission staff analysis finding that new Penal Code 679.10 mandates a new program or higher level of service within the meaning of article XIII, section 6 of the California Constitution.

However, we disagree with the Commission's conclusion that "reimbursement is not required" and wish to address the concerns raised by providing evidence to show that reimbursement is required.

**ISSUE 1:**

Commission analysis states that "the Test Claim in this case meets the filing requirements and can be based on an estimate that costs to comply with the alleged mandated program will exceed \$1,000. However, ...a claimant is required as a matter of law to show, with evidence in the record, actual increased costs mandated by the state pursuant to Government Code section 17514 in order for reimbursement to be required under article XIII B, section 6 of the California Constitution."

This Test Claim was submitted on March 6, 2018, before the end of the fiscal year; therefore, it was not possible to provide a full accounting of "actual" FY 2017-18 costs at the time of filing.

Now that the fiscal year has ended, the City has obtained actual cost data which is presented in this transmission including: Signed Declarations from the Finance Director and Police Department staff, and support/evidence in the attached "Supplemental Appendix 1" showing that both actual and estimated costs incurred by the City to comply with the mandate exceeded, and will exceed, \$1,000.

**ISSUE 2:**

Commission questioned the City's time and cost to process each UVISA request at approximately one hour per case.

The Claremont Police Department staff provided a certification under the penalty of perjury that this was the actual time it took them to perform the activities necessary to comply the requirements of Penal Code 679.10. The process requires the certifying official to first determine that the applicant 1) was a victim of a qualifying crime, 2 determine that individual has suffered “substantial physical or mental abuse” as a result of the qualifying crime 3) possesses information about the criminal activities 4) has been deemed helpful in the investigation or prosecution of that criminal activity.” Further the agency must provide “specific details about the nature of the crime investigated or prosecuted and a detailed description of the victim’s helpfulness or likely helpfulness to the detection or investigation or prosecution of the criminal activity”. The Commission’s analysis on pages 12-18 provide a thorough discussion of the various activities a certifying agency must go through in this process.

This is time consuming because it requires the review of the request, the the research of past crime history and reports to determine the facts of the case (sometimes requiring review of audio and video tape recordings of past interviews to determine victims’ helpfulness), then finally the completion of forms, and preparation of narratives. Since “there is no statute of limitations that bars immigrant crime victims from applying for a UVISA and law enforcement can sign a certification at any time, and it can be submitted for a victim in an investigation or case that is already closed,” this can be extremely time consuming to research old cases that have been archived. We believe that the time presented is true and correct and that the resulting costs exceeded and will exceed \$1,000 per fiscal year.

Commission cites “Legislative history... estimates costs of \$25 per UVISA certification”. It is not clear where the \$25 amount came from of how it was computed. There is no explanation or analysis provided by the Assembly Committee on Appropriations. Their document simply states, “*If* the cost to provide the certification were \$25, the reimbursable mandate would be...” It is possible that the amount was just a guess.

Our costs and times however are based on actual time spent by Police Department staff who actually worked on the alleged mandated activities. The costs are based on the actual salary, benefit, and expenditure data and costs incurred by the City. These facts are supported by evidence provided in the attached Supplemental Appendix 1 including: 1) actual copies of FY 2017-18 UVISA requests processed, and 2) declarations from staff under the penalty of perjury that the time claimed is true and correct.

The Police Department has also provided actual UVISA requests from prior fiscal year showing that four cases were processed in the past (FY 2012-13) and that based on this evidence the City’s estimates of five or six requests in future years is a reasonable projection of future activity. The City further provided evidence in the “Supplemental Appendix 1’ attached herein, that even if the City were to receive 4 requests in the following fiscal year, and even if the Commission found that Updating Policies and Procedures and one-time training of staff was not reimbursable; estimated costs the City expects to incur would still exceed the minimum \$1000 threshold. (see page 32 of the Supplemental Appendix A.)

\$25 dollars per UVISA request would amount to only 5-10 minutes of a Lieutenant’s time. Based on our Police Department’s staff experience, 5-10 minutes is the approximate amount of time it takes to simply review and log in the request. As the Commission noted in the Draft Findings, “the Legislative analysis are non-binding” and there is no evidence as to how those costs were determined.



**ISSUE 3:**

We disagree with the Commissions opinion that Update of Policies and Procedures and one-time training of staff are not required by the passage of this new Penal Code.

Commission staff notes itself in it's analysis on page 23, "On October 28, 2015, California Department of Justice issued an Information Bulletin to all California State and Local Law Enforcement Agencies on "new and Existing State and Federal Laws Protecting Immigrant Victims of Crime." The Commission continues on page 25 of its Draft Proposed Decision, "This bulletin states: The Attorney General encourages all agencies and officials subject to California's new law to immediately establish and implement a U visa certification policy and protocol that is consistent with California law and the guidance provided in this law enforcement bulletin." (California Department of Justice Information Bulletin No. DLE-2015-14, "New and Existing State and Federal Laws Protecting Immigrant Victims of Crime," October 28, 2015).

California law enforcement agencies are required to have policies in place to ensure consistent and legal responses to State Statutes. Law enforcement agencies charged with certifying the UVISA requests must be properly informed and trained in the Statutory requirements and therefore Policy and Procedure Manual updates and legal review are the most efficient way to properly implement those new requirements.

The new UVISA requirements are extremely lengthy and complex. We believe the time requested to allow for the one-time training of staff on these complex new activities and the establishment of the written rules and guidelines in Departmental Policies and Procedure manuals is necessary cost that resulted directly from the passage of this new State Mandated program and therefore should be allowed as an eligible one-time cost.

**Conclusion:**

Commission found that addition of Penal Code imposed a state-mandated new program or higher level of service and the City has shown with actual and substantial evidence that actual costs were incurred that were "mandated by the State". In addition, we have shown with evidence in the record that the City had received 4 UVISA requests in the past and that therefore the projection of 4 UVISA requests in the future is reasonable and supported by evidence in the record.

Since we have satisfied all the requirements and addressed the issues raised in the Draft Proposed Decision, we believe the Commission must approve this program as eligible for State Reimbursement.

We appreciate your time and consideration and are happy to provide any additional information required. I can be reached at (916) 939-7901.

Sincerely,



Annette S. Chinn  
Consultant Representative for  
The City of Claremont

# DECLARATIONS



## DECLARATION OF ADAM PIRRIE

I, Adam Pirrie, make the following declaration under oath and under penalty of perjury under the laws of the State of California that the following statements are true and correct of my own personal knowledge:

I am the Chief Financial Officer the City of Claremont. As part of my duties, I am responsible for the complete and timely recovery of costs mandated by the State.

The FY 2017-18 salary, benefit, expenditure and ICRP data presented in Supplemental Appendix 1 and used to compute actual costs is based on actual city financial records and are true and correct.

Based upon Police Department time records, the City of Claremont's actual FY 2017-18 costs to implement the requirements of Penal Code 679.10 which are subject of this Test Claim (referred to as UVISA program) exceeded \$1,000.

The FY 2018-19 estimates of salary, benefit, expenditure and ICRP data presented in Supplemental Appendix 1 are reasonable and accurate approximations of the following fiscal year's costs to comply with the UVISA program.

Based upon Police Department time records and projection of future activity in the UVISA program, the City of Claremont's estimated FY 2018-19 and future year costs will exceed \$1,000 annually.

The City of Claremont did not and does not anticipate receiving any payments, grant funds, or fees to offset any of the costs incurred by the City of Claremont for the implementation of the new activities required by the statutes (UVISA program) in question.

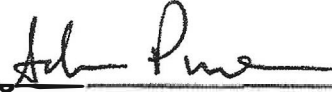
I have examined the information and costs presented in Supplemental Appendix 1 prepared with actual city records and believe these costs were incurred to implement the subject law of this Test Claim, Penal Code 679.10. I find the costs are true and correct, in my opinion, "costs mandated by the State", as defined in Government Code, Section 17514:

“ ‘Costs mandated by the State’ means any increased costs which a local agency or school district is required to incur after July 1, 1980, as a result of any statute enacted on or after January 1, 1975, or any executive order implementing any statute enacted on or after January 1, 1975, which mandates a new program or higher level of service of an existing program within the meaning of Section 6 of Article XIII B of the California Constitution.”

I am personally conversant with the foregoing facts, and if so required, I could and would testify to the statements made herein.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct based upon my own personal knowledge.

Executed this 16<sup>th</sup> day of August in Claremont, California.

A handwritten signature in black ink, appearing to read "Adam Pirrie", written over a horizontal line.

Adam Pirrie  
City of Claremont, Finance Director

DECLARATION OF SHELLY VANDER VEEN

I, Shelly Vander Veen, make the following declaration under oath and under penalty of perjury under the laws of the State of California that the following statements are true and correct of my own personal knowledge:

I am the Police Chief for the City of Claremont. I have been employed by the City in this capacity since November, 2016 and have been a law enforcement officer since 1993. As part of my duties, I am, and have been directly involved and have personal knowledge of the UVISA processes and activities performed by the City of Claremont which were required by Penal Code 679.10, added by Senate Bill 674, Statutes of 2015.

The Actual FY 2017-18 activities and time spent listed in the attached document (Supplemental Appendix 1, pages 3-4, and 31-33) are actual activities that the Claremont Police Department performed in order to comply with the requirements of Penal Code 679.10.

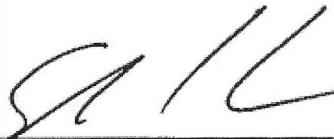
Based upon my knowledge and experience in law enforcement and this UVISA program, the City of Claremont's expectation that reimbursable state-mandated costs will exceed \$1,000 in future fiscal years is true, correct, and reasonable.

I have examined the information and costs presented in Supplemental Appendix 1 prepared by the City and believe the costs in implementing the subject law, and find that such costs are true and correct, in my opinion, "costs mandated by the State", as defined in Government Code, Section 17514.

I am personally conversant with the foregoing facts and information presented in declaration and in this Test Claim and if so required, I could and would testify to the statements made herein.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct based upon my own personal knowledge.

Executed this 23<sup>rd</sup> day of August, 2018 in Claremont, California.



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Shelly Vander Veen  
Police Chief  
Claremont Police Department



## DECLARATION OF MICHAEL CISZEK

I, Michael Ciszek, make the following declaration under oath and under penalty of perjury under the laws of the State of California that the following statements are true and correct of my own personal knowledge:

- 1) I am a Lieutenant for the City of Claremont. I have been employed by the City in this capacity since 2009 and have been a law enforcement officer since 1996. As part of my duties, I am, and have been directly involved and have personal knowledge of the UVISA program, process, and activities performed by the City of Claremont which were required by Penal Code 679.10, added by Senate Bill 674, Statutes of 2015 (referred to as the UVISA program).
- 2) The copies of UVISA requests and Form I-918 documents attached to this Supplemental Appendix 1 are actual cases processed by the Claremont Police Department and are true and correct.
- 3) While collecting records/evidence to support this Declaration and address Commission issues brought up in their Draft Proposed Decision letter, it came to my attention that there was a UVISA case processed before the 11-21-2017 case pled in our Test Claim to be the first incurred as a result of the new Test Claim subject statutes.

The “[REDACTED]” UVISA case was actually the first costs incurred to implement the requirements of Penal Code Section 679.10 subject of this Test Claim. This case was sent to the City on July 25, 2017 (based on the cover letter date) and was processed during August, 2017. The paperwork for both of those cases is attached in Supplemental Appendix 1 as evidence of actual cost.

- 4) The Actual FY 2017-18 activities and time spent listed for me in the attached Supplemental Appendix 1 document are true and correct and actual activities that I performed in order to comply with the requirements of Penal Code 679.10.

Based on actual financial data provided by the Claremont Finance Department, the actual costs incurred FY 2017-18 exceeded \$1,000.

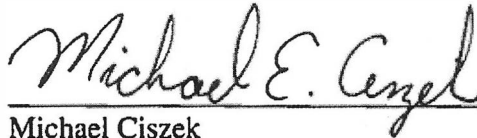
- 5) I have personal knowledge that in Fiscal Year 2012-13, the City of Claremont Police Department received 4 (four) UVISA requests. Copies of those actual requests are attached to this declaration to provide “substantial” evidence in the record that our projection of 4 cases per fiscal year in future fiscal year is an accurate and reasonable estimate of future UVISA activity.
- 6) The Estimated FY 2018-19 activities and time spent in the attached document (Supplemental Appendix 1, pages 1-8) are true and correct estimates. Estimated costs to comply with this mandated program during FY 2018-19 are expected to exceed \$1,000.

- 7) I further believe based on my knowledge of the program and my experience in law enforcement, that the number of UVISA requests will likely increase substantially in the future as immigrants become more aware of the existence of this program.
- 8) I have examined the Supplemental Appendix I and the Information therein and believe the activities and costs presented are directly related to implementing the subject law, and find that such costs are true and correct, in my opinion, "costs mandated by the State", as defined in Government Code, Section 17514.

I am personally conversant with the foregoing facts and information presented in declaration and in this Test Claim and if so required, I could and would testify to the statements made herein.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct based upon my own personal knowledge.

Executed this 23<sup>rd</sup> day of August, 2018 in Claremont, California.



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Michael Ciszek  
Lieutenant  
Claremont Police Department

# SUPPLEMENTAL APPENDIX 1



# **SUPPLEMENTAL APPENDIX 1**

## **TABLE OF CONTENTS**

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	<b>PAGES</b>
<b>COMPUTATION OF ACTUAL COSTS</b>	<b>2-13</b>
<b>FY 2017-18 UVISA CASES (SUPPORT FOR ACTUAL COSTS)</b>	<b>14-29</b>
<b>COMPUTATION OF ESTIMATED COSTS</b>	<b>30-33</b>
<b>FY 2012-13 UVISA CASES (SUPPORT FOR ESTIMATED COSTS)</b>	<b>34-51</b>
<b>CITY ATTORNEY CONTRACTS (SUPPORT FOR ESTIMATED COSTS)</b>	<b>52-85</b>

# Computation of Actual Costs

Program UVISAS	MANDATED COSTS CITY OF CLAREMONT ACTIVITY COST ESTIMATES						Actual Costs FY 2017-18
City of Claremont							
<b>DIRECT COSTS</b>							
<b>Description of Expenses:</b>							
Employee Names, Job Class., Functions Performed and Description of Expenses	Hourly Rate or Unit Cost	Benefit Rate	Hours Worked or Quantity	Salaries	Benefits	Contract	Total Salaries & Benefits
<b>Mike Ciszek, Lieutenant</b> Research original crimes, complete and sign UVISA forms including detailed description of victims helpfulness. (See following page for detailed list of activities) (2 cases this fiscal year)	\$93.35	67.0%	2.00	\$187	\$125		\$312
<b>Shelly Vander Veen, Police Chief</b>	\$109.35	63.9%	0.25	\$27	\$17		\$45
<b>Mike Ciszek, Lieutenant</b> Review and approve City UVISA response. Review new State Statute requirements to determine legal requirements and appropriate City response to UVISA requests	\$93.35	67.0%	1.25	\$117	\$78		\$195
<b>Total Direct Costs</b>			3.50	\$331	\$221		\$551
<b>INDIRECT COSTS (ICRP Rate = 90.1% based on salaries &amp; benefits)</b>							\$497
<b>GRAND TOTAL</b>							\$1,048



## List of activities:

1. Review the UVISA request.

2 . For all requests, research the original crime(s) the victim was involved to determine whether new law criteria are met and certification can be granted and to determine “victims’ helpfulness”. This includes obtaining prior criminal records, reports, and history, determining helpfulness and potential helpfulness of the victim; determining if the victim has not refused or failed to provide information and assistance reasonably requested by law enforcement.

(Detailed research and review of crime history/reports to determine the victim’s helpfulness and potential helpfulness and to obtain info to complete the UVISA paperwork.

3. Fully complete, sign and certify the application (I-918 Form) including Supplement B for ALL requested I-918 applications. This must include a detailed description of the victim’s helpfulness or likely helpfulness to the detection, investigation, or prosecution of the criminal activity.

4. Supervisor review and approval of the detailed description of victim’s helpfulness narrative.

5. Transmit results to involved parties and legal representatives.

6. File, log, and close case

# INDIRECT COST RATE PROPOSAL

## City of Claremont

### Police

Fiscal Year  
2017-18

Description of Costs	Total Costs	Excludable Unallowable Costs	Allowable Indirect Costs	Allowable Direct Costs
<b>Salaries &amp; Benefits</b>				
Salaries & Wages	\$5,618,115		\$2,389,597	\$3,228,518
Overtime & Part Time	\$910,570			\$910,570
Benefits 63.4%	\$3,564,471	\$9,328	\$1,516,104	\$2,039,039
<b>Total</b>	<b>\$10,093,157</b>	<b>\$9,328</b>	<b>\$3,905,701</b>	<b>\$6,178,127</b>
<b>Services &amp; Supplies</b>				
PROGRAM SUPPLIES	\$ 59,115.09	\$11,668	\$47,447	
MEETINGS AND TRAVEL	\$ 8,584.98	\$2,432	\$6,153	
DUES AND SUBSCRIPTIONS	\$ 8,976.46	\$1,765	\$7,211	
TRAINING	\$ 4,844.96		\$4,845	
POST TRAINING	\$ 24,946.64		\$24,947	
POST EXPLORER COSTS	\$ 1,398.79			\$1,399
SHOOTING PAY	\$ 13,491.18		\$13,491	
STC TRAINING	\$ 6,508.45	\$6,508	\$0	
CONTRACT SERVICES	\$ 254,181.91	\$30,661	\$223,521	
EQUIPMENT MAINTENANCE	\$ 26,184.09	\$10,101	\$16,083	
UNIFORM SUPPLY	\$ 35,169.56	\$6,215	\$28,955	
ANIMAL CONTROL	\$ 121,899.00			\$121,899
CITATION COURT TAXES	\$ 101,865.09			\$101,865
LIVE SCAN EQUIP MAINTENA	\$ -			
LIVE SCAN EQUIPMENT MAIN	\$ 2,495.00			\$2,495
TELEPHONE	\$ 6,391.10		\$6,391	
VEHICLE RENTAL	\$ 494,981.00	\$57,134	\$437,847	
MISCELLANEOUS	\$ 2,305.97			\$2,306
RANGE EXPENSE	\$ 18,911.91		\$18,912	
JAIL SUPPLIES	\$ 16,401.08			\$16,401
PRISONER MEDICAL	\$ 4,558.52			\$4,559
RSVP PROGRAM COSTS	\$ 1,810.61			\$1,811
DARE PROGRAM	\$ 3,149.62			\$3,150
LEASE PURCHASE-XEROX	\$ 3,586.47		\$3,586	
<b>Total</b>	<b>\$1,221,757</b>	<b>\$126,484</b>	<b>\$839,390</b>	<b>\$255,884</b>
<b>Capital Expenditures</b>				
Total				
<b>Total Expenditures</b>				
	<b>\$11,314,914</b>	<b>\$135,812</b>	<b>\$4,745,091</b>	<b>\$6,434,011</b>
<b>Cost Plan Costs</b>				
Total				
<b>Total Alloc. Indirect Costs</b>				
	<b>\$11,314,914</b>	<b>\$135,812</b>	<b>\$4,745,091</b>	<b>\$6,434,011</b>

**ICRP RATE = 90.1%**  
(Rate is Based on Salaries)

\$4,745,091 = Total Allowable Indirect Costs  
\$5,267,557 = Total Direct Salaries & Benefits



City of Claremont  
Actual FY 2017-18  
Salary Report

Department	Classification	Annual Salary Minimum	Annual Salary Maximum	Total Regular Pay	Overtime Pay	Lump Sum Pay	Other Pay	Applicable Define Benefit Pension Formula	Employer Contribution to Employee's Share of Pension	Defined Benefit Plan	Deferred Compensation/Defined Contribution Plan	Health, Dental, Vision
Police	Administrative Assistant	44,208	53,408	53,408	-	648	1,281	2.5% @ 55	-	15,607	-	12,167
Police	Administrative Assistant	44,208	53,408	53,408	-	-	12,691	2.5% @ 55	-	15,607	2,430	609
Police	Communications Officer II	69,920	69,920	-	1,252	-	-	2.5% @ 55	-	-	-	-
Police	Communications Officer II	57,876	69,920	63,094	9,172	-	10,972	2.5% @ 55	-	19,409	435	8,862
Police	Communications Officer II	57,876	69,920	69,568	7,039	403	9,410	2.5% @ 55	-	22,889	699	14,434
Police	Communications Officer II	57,876	69,920	69,522	3,739	8	19,506	2.5% @ 55	-	22,860	-	3,703
Police	Communications Officer II	57,876	69,920	69,122	12,571	-	8,852	2.5% @ 55	-	23,040	524	15,297
Police	Communications Officer II	57,876	69,920	69,821	12,522	268	14,556	2.5% @ 55	-	22,592	-	7,143
Police	Communications Officer II	57,876	69,920	69,713	7,549	8	18,057	2.5% @ 55	-	21,895	524	1,908
Police	Crossing Guard	20,820	25,147	6,540	-	-	-	N/A	-	-	-	-
Police	Crossing Guard	20,820	25,147	6,679	-	-	-	N/A	-	-	-	-
Police	Crossing Guard	20,820	25,147	5,908	-	-	-	N/A	-	-	-	-
Police	Crossing Guard	20,820	25,147	6,524	-	-	-	N/A	-	-	-	-
Police	Crossing Guard	20,820	25,147	2,367	-	-	-	N/A	-	-	-	-
Police	Information Technology Technic	60,216	72,747	66,795	-	-	6,695	2% @ 62	-	19,531	729	7,033
Police	Jailer	45,780	55,307	27,335	7,434	2,877	2,660	2.5% @ 55	-	8,787	-	7,763
Police	Jailer	45,780	55,307	13,667	-	-	13	2% @ 62	-	323	-	-
Police	Jailer	45,780	55,307	45,240	6,552	-	8,082	2% @ 55	-	14,500	-	7,454
Police	Jailer	45,780	55,307	13,694	4,909	2,090	5,509	2% @ 62	-	4,287	-	-
Police	Jailer	45,780	55,307	52,756	11,789	694	10,097	2% @ 55	-	16,203	-	7,491
Police	Parking Enforcement Officer	45,324	54,756	54,303	340	-	4,911	2.5% @ 55	-	16,971	-	15,527
Police	Police Aide	24,523	29,640	12,610	-	-	-	2% @ 62	-	1,947	-	-
Police	Police Aide	24,523	29,640	898	-	-	-	2% @ 62	-	251	-	-
Police	Police Aide	24,523	29,640	11,286	-	-	-	N/A	-	-	-	-
Police	Police Aide	24,523	29,640	10,089	-	-	-	N/A	-	-	-	-
Police	Police Aide	24,523	29,640	12,838	-	-	-	N/A	-	-	-	-
Police	Police Aide	24,523	29,640	16,133	-	-	-	2% @ 62	-	3,368	-	-
Police	Police Aide	24,523	29,640	14,521	-	-	-	2% @ 62	-	2,749	-	-
Police	Police Aide	24,523	29,640	4,951	-	-	-	N/A	-	-	-	-
Police	Police Captain	145,604	175,905	148,132	4,568	-	10,124	3% @ 50	-	85,050	2,932	13,811
Police	Police Chief	166,592	201,262	176,844	465	3,579	19,950	3% @ 50	-	103,941	8,728	13,100
Police	Police Corporal	77,652	93,812	93,101	25,621	-	6,761	3% @ 50	-	55,089	270	14,512
Police	Police Corporal	77,652	93,812	-	452	-	-	3% @ 50	-	-	-	-
Police	Police Corporal	77,652	93,812	93,009	58,314	2,164	16,386	3% @ 50	-	55,983	-	7,167
Police	Police Corporal	77,652	93,812	91,900	48,200	1,082	17,510	3% @ 50	-	55,596	-	7,055
Police	Police Corporal	77,652	93,812	93,087	33,788	2,029	9,798	3% @ 50	-	54,199	-	12,850
Police	Police Corporal	77,652	93,812	92,999	41,551	1,082	6,044	3% @ 50	-	53,926	-	15,535
Police	Police Corporal	77,652	93,812	92,841	24,920	1,262	7,273	3% @ 50	-	54,433	-	15,527
Police	Police Corporal	77,652	93,812	91,355	21,047	-	20,428	3% @ 50	-	52,723	-	603
Police	Police Corporal	77,652	93,812	91,156	49,235	2,122	7,700	3% @ 50	-	53,589	-	15,527
Police	Police Corporal	77,652	93,812	92,956	24,084	1,082	22,482	3% @ 50	-	54,541	-	-
Police	Police Lieutenant	116,340	140,551	140,551	28,373	-	27,525	3% @ 50	-	84,468	6,937	2,704
Police	Police Lieutenant	116,340	140,551	140,551	53,773	-	16,560	3% @ 50	-	87,210	-	13,811
Police	Police Lieutenant	116,340	140,551	140,153	31,735	1,892	10,824	3% @ 50	-	80,354	6,937	12,787

Police	Police Lieutenant (Acting)	116,340	140,551	122,592	43,302	-	15,055	3% @ 50	-	73,701	5,359	13,811
Police	Police Lieutenant (Acting)	116,340	140,551	125,607	50,596	5,097	9,234	3% @ 50	-	74,366	5,767	13,700
Police	Police Officer	71,700	86,621	75,418	25,313	-	12,048	3% @ 55	-	23,154	-	7,033
Police	Police Officer	71,700	86,621	86,027	15,073	-	7,745	3% @ 50	-	50,016	-	15,528
Police	Police Officer	71,700	86,621	86,004	25,450	-	6,980	3% @ 50	-	51,017	-	15,527
Police	Police Officer	71,700	86,621	86,405	9,664	999	6,580	3% @ 50	-	49,813	-	15,527
Police	Police Officer	71,700	86,621	68,455	15,720	40	5,764	3% @ 50	-	40,503	-	12,939
Police	Police Officer	71,700	86,621	86,233	19,600	1,832	6,160	3% @ 50	-	51,025	1,389	15,527
Police	Police Officer	71,700	86,621	78,765	11,982	38	15,896	3% @ 55	-	25,017	-	7,143
Police	Police Officer	71,700	86,621	15,771	12,539	8,670	2,935	3% @ 55	-	5,334	-	1,249
Police	Police Officer	71,700	86,621	85,704	14,453	10	5,999	3% @ 55	-	26,978	-	15,527
Police	Police Officer	71,700	86,621	20,107	818	-	-	N/A	-	-	-	-
Police	Police Officer	71,700	86,621	78,290	24,472	-	9,285	3% @ 55	-	23,748	-	8,223
Police	Police Officer	71,700	86,621	15,035	-	-	-	3% @ 55	-	4,346	-	-
Police	Police Officer	71,700	86,621	81,269	32,271	941	13,309	3% @ 55	-	25,841	-	10,351
Police	Police Officer	71,700	86,621	73,796	25,610	-	22,039	2.7% @ 57	-	19,875	-	-
Police	Police Officer	71,700	86,621	76,134	43,903	1,700	22,075	2.7% @ 57	-	20,617	-	-
Police	Police Officer	71,700	86,621	-	431	-	-	2.7% @ 57	-	-	-	-
Police	Police Officer	71,700	86,621	-	473	-	-	N/A	-	-	-	-
Police	Police Officer	71,700	86,621	74,269	41,178	144	13,630	3% @ 55	-	23,592	-	8,456
Police	Police Officer	71,700	86,621	-	52	-	-	2.7% @ 57	-	-	-	-
Police	Police Officer	71,700	86,621	64,859	16,151	689	4,964	2.7% @ 57	-	17,413	-	12,570
Police	Police Officer	71,700	86,621	65,157	11,458	827	7,629	2.7% @ 57	-	17,447	-	9,750
Police	Police Officer	71,700	86,621	65,157	11,050	827	9,774	2.7% @ 57	-	18,134	-	9,939
Police	Police Officer	71,700	86,621	38,538	4,565	-	5,755	3% @ 55	-	11,995	-	3,513
Police	Police Officer	71,700	86,621	76,943	3,318	10,395	5,982	3% @ 50	-	37,864	349	11,645
Police	Police Officer	71,700	86,621	61,770	16,129	3,466	2,271	2.7% @ 57	-	15,763	-	12,939
Police	Police Officer	71,700	86,621	15,074	2,764	2,528	3,935	2.7% @ 57	-	4,192	-	-
Police	Police Officer	71,700	86,621	88,094	27,604	-	7,869	3% @ 50	-	52,419	-	15,528
Police	Police Recruit	54,792	66,194	33,831	10,321	11	14,005	2% @ 62	-	9,567	-	-
Police	Police Recruit	54,792	66,194	49,288	12,496	134	15,602	2% @ 62	-	16,819	-	7,491
Police	Police Recruit	54,792	66,194	16,986	-	-	-	2% @ 62	-	3,508	-	-
Police	Police Reserve	60,840	60,840	-	1,183	-	520	N/A	-	-	-	-
Police	Police Reserve	60,840	60,840	1,623	4,849	33,691	697	3% @ 50	-	966	292	-
Police	Police Reserve	60,840	60,840	-	-	-	520	N/A	-	-	-	-
Police	Police Sergeant	97,692	118,022	-	1,606	-	-	N/A	-	-	-	-
Police	Police Sergeant	97,692	118,022	115,629	24,493	-	10,892	3% @ 50	-	67,758	5,677	13,811
Police	Police Sergeant	97,692	118,022	100,302	17,503	-	10,877	3% @ 50	-	60,050	4,822	12,614
Police	Police Sergeant	97,692	118,022	106,483	49,324	-	9,068	3% @ 50	-	62,916	1,766	13,811
Police	Property & Evidence Clerk	37,320	45,086	45,086	136	-	1,437	2.5% @ 55	-	13,279	-	12,167
Police	Records Clerk	37,320	45,086	39,658	10,486	2,725	7,673	2.5% @ 55	-	12,345	-	7,128
Police	Records Clerk	37,320	45,086	45,086	9,190	-	5,440	2.5% @ 55	-	14,134	-	9,312
Police	Records Clerk	37,320	45,086	20,566	767	1,025	9,638	2% @ 62	-	6,886	-	70
Police	Records Clerk	37,320	45,086	8,019	581	-	1,927	2% @ 62	-	1,546	-	-
Police	Senior Administrative Assistant	48,600	58,714	58,714	-	713	1,409	2.5% @ 55	-	17,157	1,738	12,167
Police	Senior Jailer	58,714	58,714	-	854	-	-	2.5% @ 55	-	-	-	-
Police	Senior Jailer	50,568	61,091	60,937	15,675	704	9,047	2.5% @ 55	-	18,944	-	9,557
Police	Senior Records Clerk	47,892	57,858	57,858	15,834	-	2,928	2.5% @ 55	-	18,068	-	12,167
Police	Support Services Supervisor	73,131	73,131	73,131	-	888	1,755	N/A	-	-	3,304	11,153

110 GENERAL FUND  
3040 POLICE ADMINISTRATION

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
3040-1101 SALARIES FULL-TIME	306,827.35	308,617.21	308,617.21	0.00	-1,789.86	100.58
3040-1104 SALARIES-OVERTIME	0.00	193.89	193.89	0.00	-193.89	0.00
3040-1201 UNIFORM ALLOWANCE	0.00	240.88	240.88	0.00	-240.88	0.00
3040-1202 EDUCATION INCENTIVE PAY	6,000.00	6,016.18	6,016.18	0.00	-16.18	100.27
3040-1219 PERFORMANCE PAY	0.00	6,935.13	6,935.13	0.00	-6,935.13	0.00
3040-1401 RETIREMENT-PERS	113,244.70	147,732.60	147,732.60	0.00	-34,487.90	130.45
3040-1402 PERS PENSION OBLIGATION COST	-496,057.92	-493,632.33	-493,632.33	0.00	-2,425.59	99.51
3040-1411 W/C INS	22,655.33	25,466.67	25,466.67	0.00	-2,811.34	112.41
3040-1431 INS/DEFER COMP	52,272.69	51,910.41	51,910.41	0.00	362.28	99.31
3040-1441 L/T DISAB INS	690.36	576.24	576.24	0.00	114.12	83.47
3040-1461 MEDICARE	4,692.41	5,044.34	5,044.34	0.00	-351.93	107.50
<b>Total ** SALARIES AND BENEFITS</b>	<b>10,324.92</b>	<b>59,101.22</b>	<b>59,101.22</b>	<b>0.00</b>	<b>-48,776.30</b>	<b>572.41</b>
3040-2101 PROGRAM SUPPLIES	1,500.00	1,065.20	1,065.20	0.00	434.80	71.01
3040-2201 MEETINGS AND TRAVEL	5,275.00	4,137.09	4,137.09	0.00	1,137.91	78.43
3040-2203 DUES AND SUBSCRIPTIONS	4,090.00	3,482.00	3,482.00	0.00	608.00	85.13
3040-2601 VEHICLE RENTAL	26,515.00	26,515.00	26,515.00	0.00	0.00	100.00
3040-2701 MISCELLANEOUS	1,800.00	2,305.97	2,305.97	0.00	-505.97	128.11
<b>Total ** SERVICES AND SUPPLIES</b>	<b>39,180.00</b>	<b>37,505.26</b>	<b>37,505.26</b>	<b>0.00</b>	<b>1,674.74</b>	<b>95.73</b>
<b>Total POLICE ADMINISTRATION</b>	<b>49,504.92</b>	<b>96,606.48</b>	<b>96,606.48</b>	<b>0.00</b>	<b>-47,101.56</b>	<b>195.15</b>

110 GENERAL FUND  
3041 ANIMAL CONTROL

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
3041-2317 ANIMAL CONTROL	116,520.00	121,899.00	121,899.00	0.00	-5,379.00	104.62
<b>Total ANIMAL CONTROL</b>	<b>116,520.00</b>	<b>121,899.00</b>	<b>121,899.00</b>	<b>0.00</b>	<b>-5,379.00</b>	<b>104.62</b>

110 GENERAL FUND  
3042 DETECTIVE BUREAU

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
3042-1101 SALARIES FULL-TIME	623,279.42	692,138.90	692,138.90	0.00	-68,859.48	111.05
3042-1104 SALARIES-OVERTIME	35,000.00	40,720.87	40,720.87	0.00	-5,720.87	116.35
3042-1106 SALARIES-PART TIME	57,598.28	15,035.71	15,035.71	0.00	42,562.57	26.10
3042-1201 UNIFORM ALLOWANCE	2,400.00	4,209.37	4,209.37	0.00	-1,809.37	175.39
3042-1202 EDUCATION INCENTIVE PAY	22,800.00	23,513.22	23,513.22	0.00	-713.22	103.13
3042-1204 BILINGUAL PAY	900.00	1,530.56	1,530.56	0.00	-630.56	170.06
3042-1212 COURT OVERTIME	0.00	619.60	619.60	0.00	-619.60	0.00
3042-1214 HOLIDAY PAY	0.00	6,698.10	6,698.10	0.00	-6,698.10	0.00
3042-1219 PERFORMANCE PAY	0.00	18,509.52	18,509.52	0.00	-18,509.52	0.00
3042-1401 RETIREMENT-PERS	248,992.62	354,304.40	354,304.40	0.00	-105,311.78	142.30
3042-1402 PERS PENSION OBLIGATION COST	67,164.52	0.00	0.00	0.00	67,164.52	0.00
3042-1406 RETIREMENT PERS-P/T	16,840.49	4,628.92	4,628.92	0.00	12,211.57	27.49
3042-1411 W/C INS	59,793.33	73,695.05	73,695.05	0.00	-13,901.72	123.25
3042-1416 W/C INS P/T	2,303.93	607.48	607.48	0.00	1,696.45	26.37
3042-1431 INS/DEFER COMP	111,537.75	116,148.00	116,148.00	0.00	-4,610.25	104.13
3042-1441 L/T DISAB INS	1,402.38	1,402.28	1,402.28	0.00	0.10	99.99
3042-1446 LT DISAB P/T	129.60	38.52	38.52	0.00	91.08	29.72
3042-1461 MEDICARE	9,740.69	12,056.21	12,056.21	0.00	-2,315.52	123.77
3042-1466 MEDICARE-P/T	863.97	220.22	220.22	0.00	643.75	25.49
<b>Total ** SALARIES AND BENEFITS</b>	<b>1,260,746.98</b>	<b>1,366,076.93</b>	<b>1,366,076.93</b>	<b>0.00</b>	<b>-105,329.95</b>	<b>108.35</b>
3042-2101 PROGRAM SUPPLIES	5,040.00	5,445.47	5,445.47	0.00	-405.47	108.05
3042-2201 MEETINGS AND TRAVEL	1,000.00	125.45	125.45	0.00	874.55	12.55
3042-2203 DUES AND SUBSCRIPTIONS	395.00	50.00	50.00	0.00	345.00	12.66
3042-2301 CONTRACT SERVICES	15,950.00	17,940.25	17,940.25	0.00	-1,990.25	112.48
3042-2306 UNIFORM SUPPLY	1,000.00	981.99	981.99	0.00	18.01	98.20
3042-2401 TELEPHONE	3,980.00	2,358.67	2,358.67	0.00	1,621.33	59.26
3042-2601 VEHICLE RENTAL	53,354.00	53,354.00	53,354.00	0.00	0.00	100.00
<b>Total ** SERVICES AND SUPPLIES</b>	<b>80,719.00</b>	<b>80,255.83</b>	<b>80,255.83</b>	<b>0.00</b>	<b>463.17</b>	<b>99.43</b>
<b>Total DETECTIVE BUREAU</b>	<b>1,341,465.98</b>	<b>1,446,332.76</b>	<b>1,446,332.76</b>	<b>0.00</b>	<b>-104,866.78</b>	<b>107.82</b>

110 GENERAL FUND  
3043 ADMINSTRATIVE SERVICES BUREAU

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
3043-1101 SALARIES FULL-TIME	206,680.58	211,252.41	211,252.41	0.00	-4,571.83	102.21
3043-1104 SALARIES-OVERTIME	15,000.00	12,664.66	12,664.66	0.00	2,335.34	84.43
3043-1106 SALARIES-PART TIME	0.00	91.75	91.75	0.00	-91.75	0.00
3043-1201 UNIFORM ALLOWANCE	540.00	1,607.38	1,607.38	0.00	-1,067.38	297.66
3043-1202 EDUCATION INCENTIVE PAY	9,000.00	9,024.39	9,024.39	0.00	-24.39	100.27
3043-1212 COURT OVERTIME	0.00	540.62	540.62	0.00	-540.62	0.00
3043-1214 HOLIDAY PAY	0.00	4,891.75	4,891.75	0.00	-4,891.75	0.00
3043-1218 SPECIAL DETAIL	0.00	23,602.99	23,602.99	0.00	-23,602.99	0.00
3043-1219 PERFORMANCE PAY	0.00	6,411.45	6,411.45	0.00	-6,411.45	0.00
3043-1401 RETIREMENT-PERS	65,259.41	100,677.87	100,677.87	0.00	-35,418.46	154.27

3043-1402	PERS PENSION OBLIGATION COST	26,487.02	0.00	0.00	0.00	26,487.02	0.00
3043-1411	W/CINS	23,251.56	27,388.85	27,388.85	0.00	-4,137.29	117.79
3043-1416	W/C INS P/T	0.00	16.45	16.45	0.00	-16.45	0.00
3043-1431	INS/DEFER COMP	35,598.33	34,290.89	34,290.89	0.00	1,307.44	96.33
3043-1441	L/T DISAB INS	465.03	450.12	450.12	0.00	14.91	96.79
3043-1461	MEDICARE	3,243.31	3,749.87	3,749.87	0.00	-506.56	115.62
3043-1466	MEDICARE-P/T	0.00	5.97	5.97	0.00	-5.97	0.00
	<b>Total ** SALARIES AND BENEFITS</b>	<b>385,525.24</b>	<b>436,667.42</b>	<b>436,667.42</b>	<b>0.00</b>	<b>-51,142.18</b>	<b>113.27</b>
3043-2101	PROGRAM SUPPLIES	6,148.00	5,111.72	5,111.72	0.00	1,036.28	83.14
3043-2201	MEETINGS AND TRAVEL	390.00	121.28	121.28	0.00	268.72	31.10
3043-2203	DUES AND SUBSCRIPTIONS	3,430.00	3,020.46	3,020.46	0.00	409.54	88.06
3043-2207	TRAINING	5,000.00	4,844.96	4,844.96	0.00	155.04	96.90
3043-2209	POST TRAINING	48,000.00	24,946.64	24,946.64	0.00	23,053.36	51.97
3043-2210	POST EXPLORER COSTS	1,500.00	1,398.79	1,398.79	0.00	101.21	93.25
3043-2301	CONTRACT SERVICES	5,550.00	7,256.64	7,256.64	0.00	-1,706.64	130.75
3043-2306	UNIFORM SUPPLY	10,508.00	10,069.55	10,069.55	0.00	438.45	95.83
3043-2401	TELEPHONE	2,394.00	1,061.16	1,061.16	0.00	1,332.84	44.33
3043-2601	VEHICLE RENTAL	34,776.00	34,776.00	34,776.00	0.00	0.00	100.00
3043-2825	RSVP PROGRAM COSTS	3,360.00	1,810.61	1,810.61	0.00	1,549.39	53.89
3043-2826	DARE PROGRAM	3,470.00	3,149.62	3,149.62	0.00	320.38	90.77
	<b>Total ** SERVICES AND SUPPLIES</b>	<b>124,526.00</b>	<b>97,567.43</b>	<b>97,567.43</b>	<b>0.00</b>	<b>26,958.57</b>	<b>78.35</b>
	<b>Total ADMINSTRATIVE SERVICES BUREAU</b>	<b>510,051.24</b>	<b>534,234.85</b>	<b>534,234.85</b>	<b>0.00</b>	<b>-24,183.61</b>	<b>104.74</b>

**110 GENERAL FUND**

**3044 TRAFFIC BUREAU**

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>	
3044-1101	SALARIES FULL-TIME	266,746.91	291,554.67	291,554.67	0.00	-24,807.76	109.30
3044-1104	SALARIES-OVERTIME	10,000.00	10,363.57	10,363.57	0.00	-363.57	103.64
3044-1106	SALARIES-PART TIME	54,187.93	56,019.71	56,019.71	0.00	-1,831.78	103.38
3044-1201	UNIFORM ALLOWANCE	1,224.00	1,523.08	1,523.08	0.00	-299.08	124.43
3044-1202	EDUCATION INCENTIVE PAY	11,880.00	9,151.18	9,151.18	0.00	2,728.82	77.03
3044-1203	MOTORCYCLE PAY	1,200.00	984.03	984.03	0.00	215.97	82.00
3044-1212	COURT OVERTIME	0.00	623.10	623.10	0.00	-623.10	0.00
3044-1214	HOLIDAY PAY	0.00	3,849.17	3,849.17	0.00	-3,849.17	0.00
3044-1219	PERFORMANCE PAY	0.00	6,354.82	6,354.82	0.00	-6,354.82	0.00
3044-1401	RETIREMENT-PERS	106,218.16	127,375.07	127,375.07	0.00	-21,156.91	119.92
3044-1402	PERS PENSION OBLIGATION COST	27,175.33	0.00	0.00	0.00	27,175.33	0.00
3044-1406	RETIREMENT PERS-P/T	0.00	173.22	173.22	0.00	-173.22	0.00
3044-1411	W/C INS	25,959.79	26,162.50	26,162.50	0.00	-202.71	100.78
3044-1416	W/C INS P/T	2,167.52	2,227.19	2,227.19	0.00	-59.67	102.75
3044-1431	INS/DEFER COMP	53,279.50	45,743.92	45,743.92	0.00	7,535.58	85.86
3044-1441	L/T DISAB INS	600.18	493.83	493.83	0.00	106.35	82.28
3044-1446	L/T DISAB P/T	0.00	3.30	3.30	0.00	-3.30	0.00
3044-1461	MEDICARE	4,215.76	4,966.67	4,966.67	0.00	-750.91	117.81
3044-1466	MEDICARE-P/T	812.82	807.51	807.51	0.00	5.31	99.35
	<b>Total ** SALARIES AND BENEFITS</b>	<b>565,667.90</b>	<b>588,376.54</b>	<b>588,376.54</b>	<b>0.00</b>	<b>-22,708.64</b>	<b>104.01</b>
3044-2101	PROGRAM SUPPLIES	4,000.00	1,898.75	1,898.75	0.00	2,101.25	47.47
3044-2201	MEETINGS AND TRAVEL	255.00	0.00	0.00	0.00	255.00	0.00
3044-2303	EQUIPMENT MAINTENANCE	6,200.00	5,445.42	5,445.42	0.00	754.58	87.83
3044-2306	UNIFORM SUPPLY	4,740.00	4,138.97	4,138.97	0.00	601.03	87.32
3044-2323	CITATION COURT TAXES	112,000.00	68,858.16	68,858.16	0.00	43,141.84	61.48
3044-2324	CITATION PROCESSING FEES	50,000.00	30,762.54	30,762.54	0.00	19,237.46	61.53
3044-2601	VEHICLE RENTAL	40,233.00	40,233.00	40,233.00	0.00	0.00	100.00
	<b>Total ** SERVICES AND SUPPLIES</b>	<b>217,428.00</b>	<b>151,336.84</b>	<b>151,336.84</b>	<b>0.00</b>	<b>66,091.16</b>	<b>69.60</b>
	<b>Total TRAFFIC BUREAU</b>	<b>783,095.90</b>	<b>739,713.38</b>	<b>739,713.38</b>	<b>0.00</b>	<b>43,382.52</b>	<b>94.46</b>

**110 GENERAL FUND**

**3045 PATROL BUREAU**

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>	
3045-1101	SALARIES FULL-TIME	2,846,849.23	2,486,678.25	2,486,678.25	0.00	360,170.98	87.35
3045-1104	SALARIES-OVERTIME	320,000.00	495,652.27	495,652.27	0.00	-175,652.27	154.89
3045-1106	SALARIES-PART TIME	0.00	1,416.80	1,416.80	0.00	-1,416.80	0.00
3045-1201	UNIFORM ALLOWANCE	9,060.00	15,460.75	15,460.75	0.00	-6,400.75	170.65
3045-1202	EDUCATION INCENTIVE PAY	108,000.00	104,715.61	104,715.61	0.00	3,284.39	96.96
3045-1204	BILINGUAL PAY	3,600.00	3,986.18	3,986.18	0.00	-386.18	110.73
3045-1212	COURT OVERTIME	0.00	43,093.64	43,093.64	0.00	-43,093.64	0.00
3045-1214	HOLIDAY PAY	0.00	92,336.42	92,336.42	0.00	-92,336.42	0.00
3045-1219	PERFORMANCE PAY	0.00	60,321.15	60,321.15	0.00	-60,321.15	0.00
3045-1401	RETIREMENT-PERS	1,009,770.18	1,303,102.49	1,303,102.49	0.00	-293,332.31	129.05
3045-1402	PERS PENSION OBLIGATION COST	363,519.88	0.00	0.00	0.00	363,519.88	0.00
3045-1411	W/C INS	320,270.54	313,098.25	313,098.25	0.00	7,172.29	97.76
3045-1416	W/C INS P/T	0.00	176.27	176.27	0.00	-176.27	0.00
3045-1431	INS/DEFER COMP	481,519.52	454,963.83	454,963.83	0.00	26,555.69	94.49
3045-1441	L/T DISAB INS	6,405.41	5,419.49	5,419.49	0.00	985.92	84.61
3045-1461	MEDICARE	44,512.64	51,766.64	51,766.64	0.00	-7,254.00	116.30
3045-1466	MEDICARE-P/T	0.00	22.72	22.72	0.00	-22.72	0.00
	<b>Total ** SALARIES AND BENEFITS</b>	<b>5,513,507.40</b>	<b>5,432,210.76</b>	<b>5,432,210.76</b>	<b>0.00</b>	<b>81,296.64</b>	<b>98.53</b>
3045-2101	PROGRAM SUPPLIES	9,230.00	8,436.82	8,436.82	0.00	793.18	91.41
3045-2201	MEETINGS AND TRAVEL	640.00	209.66	209.66	0.00	430.34	32.76
3045-2203	DUES AND SUBSCRIPTIONS	828.00	322.00	322.00	0.00	506.00	38.89
3045-2211	SHOOTING PAY	12,700.00	13,491.18	13,491.18	0.00	-791.18	106.23
3045-2301	CONTRACT SERVICES	4,125.00	5,274.73	5,274.73	0.00	-1,149.73	127.87

3045-2303	EQUIPMENT MAINTENANCE	7,270.00	6,766.70	6,766.70	0.00	503.30	93.08
3045-2306	UNIFORM SUPPLY	18,500.00	14,739.10	14,739.10	0.00	3,760.90	79.67
3045-2401	TELEPHONE	2,666.00	2,971.27	2,971.27	0.00	-305.27	111.45
3045-2601	VEHICLE RENTAL	316,376.00	316,376.00	316,376.00	0.00	0.00	100.00
3045-2708	RANGE EXPENSE	18,950.00	18,911.91	18,911.91	0.00	38.09	99.80
	<b>Total ** SERVICES AND SUPPLIES</b>	<b>391,285.00</b>	<b>387,499.37</b>	<b>387,499.37</b>	<b>0.00</b>	<b>3,785.63</b>	<b>99.03</b>
	<b>Total PATROL BUREAU</b>	<b>5,904,792.40</b>	<b>5,819,710.13</b>	<b>5,819,710.13</b>	<b>0.00</b>	<b>85,082.27</b>	<b>98.56</b>

**110 GENERAL FUND**

**3046 RECORDS & COMMUNICATIONS BUREAU**

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>	
3046-1101	768,971.84	748,683.59	748,683.59	0.00	20,288.25	97.36	
3046-1104	35,000.00	98,616.72	98,616.72	0.00	-63,616.72	281.76	
3046-1106	61,642.37	38,394.58	38,394.58	0.00	23,247.79	62.29	
3046-1201	3,960.00	5,650.54	5,650.54	0.00	-1,690.54	142.69	
3046-1202	21,000.00	19,993.84	19,993.84	0.00	1,006.16	95.21	
3046-1204	0.00	522.53	522.53	0.00	-522.53	0.00	
3046-1206	10,800.00	10,131.27	10,131.27	0.00	668.73	93.81	
3046-1212	0.00	332.93	332.93	0.00	-332.93	0.00	
3046-1214	0.00	23,666.67	23,666.67	0.00	-23,666.67	0.00	
3046-1219	0.00	16,460.24	16,460.24	0.00	-16,460.24	0.00	
3046-1401	240,614.82	251,617.08	251,617.08	0.00	-11,002.26	104.57	
3046-1406	5,436.12	6,331.56	6,331.56	0.00	-895.44	116.47	
3046-1411	7,689.72	34,545.83	34,545.83	0.00	-26,856.11	449.25	
3046-1416	2,465.69	1,572.96	1,572.96	0.00	892.73	63.79	
3046-1431	175,209.89	171,456.79	171,456.79	0.00	3,753.10	97.86	
3046-1441	1,730.19	1,583.03	1,583.03	0.00	147.16	91.49	
3046-1446	40.91	45.72	45.72	0.00	-4.81	111.76	
3046-1461	12,070.98	13,498.17	13,498.17	0.00	-1,427.19	111.82	
3046-1466	924.64	570.13	570.13	0.00	354.51	61.66	
	<b>Total ** SALARIES AND BENEFITS</b>	<b>1,347,557.17</b>	<b>1,443,674.18</b>	<b>1,443,674.18</b>	<b>0.00</b>	<b>-96,117.01</b>	<b>107.13</b>
3046-2101	29,075.00	27,387.35	27,387.35	0.00	1,687.65	94.20	
3046-2201	1,800.00	1,560.00	1,560.00	0.00	240.00	86.67	
3046-2203	398.00	337.00	337.00	0.00	61.00	84.67	
3046-2301	11,898.00	13,645.43	13,645.43	0.00	-1,747.43	114.69	
3046-2303	9,500.00	9,316.25	9,316.25	0.00	183.75	98.07	
3046-2306	1,860.00	3,164.26	3,164.26	0.00	-1,304.26	170.12	
3046-2333	2,500.00	2,495.00	2,495.00	0.00	5.00	99.80	
3046-2601	6,826.00	6,826.00	6,826.00	0.00	0.00	100.00	
3046-2865	4,750.00	3,586.47	3,586.47	0.00	1,163.53	75.50	
	<b>Total ** SERVICES AND SUPPLIES</b>	<b>68,607.00</b>	<b>68,317.76</b>	<b>68,317.76</b>	<b>0.00</b>	<b>289.24</b>	<b>99.58</b>
	<b>Total RECORDS &amp; COMMUNICATIONS BUREAU</b>	<b>1,416,164.17</b>	<b>1,511,991.94</b>	<b>1,511,991.94</b>	<b>0.00</b>	<b>-95,827.77</b>	<b>106.77</b>

**110 GENERAL FUND**

**3047 EMERGENCY PREPAREDNESS**

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>	
3047-1104	5,000.00	2,945.80	2,945.80	0.00	2,054.20	58.92	
3047-1411	0.00	331.40	331.40	0.00	-331.40	0.00	
3047-1431	0.00	459.28	459.28	0.00	-459.28	0.00	
3047-1441	0.00	9.82	9.82	0.00	-9.82	0.00	
3047-1461	0.00	43.56	43.56	0.00	-43.56	0.00	
	<b>Total ** SALARIES AND BENEFITS</b>	<b>5,000.00</b>	<b>3,789.86</b>	<b>3,789.86</b>	<b>0.00</b>	<b>1,210.14</b>	<b>75.80</b>
3047-2101	16,917.30	2,963.05	2,963.05	0.00	13,954.25	17.51	
3047-2201	515.00	220.89	220.89	0.00	294.11	42.89	
3047-2203	2,175.00	1,765.00	1,765.00	0.00	410.00	81.15	
3047-2207	6,685.00	0.00	0.00	0.00	6,685.00	0.00	
3047-2301	38,022.70	25,360.57	25,360.57	0.00	12,662.13	66.70	
3047-2303	4,335.00	4,655.72	4,655.72	0.00	-320.72	107.40	
3047-2306	3,150.00	1,160.41	1,160.41	0.00	1,989.59	36.84	
3047-2601	9,755.00	9,755.00	9,755.00	0.00	0.00	100.00	
	<b>Total ** SERVICES AND SUPPLIES</b>	<b>81,555.00</b>	<b>45,880.64</b>	<b>45,880.64</b>	<b>0.00</b>	<b>35,674.36</b>	<b>56.26</b>
3047-5102	1,000.00	0.00	0.00	0.00	1,000.00	0.00	
	<b>Total ** CAPITAL OUTLAY</b>	<b>1,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,000.00</b>	<b>0.00</b>	
	<b>Total EMERGENCY PREPAREDNESS</b>	<b>87,555.00</b>	<b>49,670.50</b>	<b>49,670.50</b>	<b>0.00</b>	<b>37,884.50</b>	<b>56.73</b>

**110 GENERAL FUND**

**3048 K-9 PROGRAM**

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>	
3048-1104	5,000.00	2,379.75	2,379.75	0.00	2,620.25	47.60	
3048-1212	0.00	241.74	241.74	0.00	-241.74	0.00	
3048-1411	0.00	294.94	294.94	0.00	-294.94	0.00	
3048-1431	0.00	108.91	108.91	0.00	-108.91	0.00	
3048-1441	0.00	5.21	5.21	0.00	-5.21	0.00	
3048-1461	0.00	38.03	38.03	0.00	-38.03	0.00	
	<b>Total ** SALARIES AND BENEFITS</b>	<b>5,000.00</b>	<b>3,068.58</b>	<b>3,068.58</b>	<b>0.00</b>	<b>1,931.42</b>	<b>61.37</b>
3048-2101	7,900.00	5,502.45	5,502.45	0.00	2,397.55	69.65	
3048-2201	2,800.00	2,210.61	2,210.61	0.00	589.39	78.95	
3048-2301	3,730.00	3,659.00	3,659.00	0.00	71.00	98.10	



Total ** SERVICES AND SUPPLIES	14,430.00	11,372.06	11,372.06	0.00	3,057.94	78.81
Total ** CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
Total K-9 PROGRAM	19,430.00	14,440.64	14,440.64	0.00	4,989.36	74.32

110 GENERAL FUND

3146 TECHNOLOGY

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
3146-1101 SALARIES FULL-TIME	158,524.03	152,311.94	152,311.94	0.00	6,212.09	96.08
3146-1219 PERFORMANCE PAY	0.00	3,749.13	3,749.13	0.00	-3,749.13	0.00
3146-1401 RETIREMENT-PERS	47,398.68	46,145.77	46,145.77	0.00	1,252.91	97.36
3146-1411 W/C INS	3,604.48	3,391.24	3,391.24	0.00	213.24	94.08
3146-1431 INS/DEFER COMP	29,181.68	29,460.64	29,460.64	0.00	-278.96	100.96
3146-1441 L/T DISAB INS	356.68	342.02	342.02	0.00	14.66	95.89
3146-1461 MEDICARE	2,377.86	2,418.32	2,418.32	0.00	-40.46	101.70
Total ** SALARIES AND BENEFITS	241,443.41	237,819.06	237,819.06	0.00	3,624.35	98.50
3146-2301 CONTRACT SERVICES	200,457.00	179,403.66	179,403.66	0.00	21,053.34	89.50
Total ** SERVICES AND SUPPLIES	200,457.00	179,403.66	179,403.66	0.00	21,053.34	89.50
Total TECHNOLOGY	441,900.41	417,222.72	417,222.72	0.00	24,677.69	94.42

110 GENERAL FUND

3345 JAIL BUREAU

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
3345-1101 SALARIES FULL-TIME	271,111.65	239,313.68	239,313.68	0.00	31,797.97	88.27
3345-1104 SALARIES-OVERTIME	18,000.00	39,991.83	39,991.83	0.00	-21,991.83	222.18
3345-1201 UNIFORM ALLOWANCE	1,800.00	1,952.95	1,952.95	0.00	-152.95	108.50
3345-1202 EDUCATION INCENTIVE PAY	12,600.00	7,280.34	7,280.34	0.00	5,319.66	57.78
3345-1204 BILINGUAL PAY	1,800.00	737.63	737.63	0.00	1,062.37	40.98
3345-1212 COURT OVERTIME	0.00	139.60	139.60	0.00	-139.60	0.00
3345-1214 HOLIDAY PAY	0.00	9,533.56	9,533.56	0.00	-9,533.56	0.00
3345-1219 PERFORMANCE PAY	0.00	6,657.61	6,657.61	0.00	-6,657.61	0.00
3345-1401 RETIREMENT-PERS	85,906.18	75,833.07	75,833.07	0.00	10,073.11	88.27
3345-1411 W/C INS	10,844.47	9,907.82	9,907.82	0.00	936.65	91.36
3345-1431 INS/DEFER COMP	78,352.20	66,257.52	66,257.52	0.00	12,094.68	84.56
3345-1441 L/T DISAB INS	610.00	516.92	516.92	0.00	93.08	84.74
3345-1461 MEDICARE	4,309.67	5,028.66	5,028.66	0.00	-718.99	116.68
Total ** SALARIES AND BENEFITS	485,334.17	463,151.19	463,151.19	0.00	22,182.98	95.43
3345-2101 PROGRAM SUPPLIES	823.00	1,304.28	1,304.28	0.00	-481.28	158.48
3345-2212 STC TRAINING	6,500.00	6,508.45	6,508.45	0.00	-8.45	100.13
3345-2301 CONTRACT SERVICES	2,265.00	1,641.63	1,641.63	0.00	623.37	72.48
3345-2306 UNIFORM SUPPLY	825.00	915.28	915.28	0.00	-90.28	110.94
3345-2324 CITATION PROCESSING FEES	0.00	2,244.39	2,244.39	0.00	-2,244.39	0.00
3345-2333 LIVE SCAN EQUIP MAINTENANCE	2,500.00	0.00	0.00	0.00	2,500.00	0.00
3345-2601 VEHICLE RENTAL	7,146.00	7,146.00	7,146.00	0.00	0.00	100.00
3345-2717 JAIL SUPPLIES	16,920.00	16,401.08	16,401.08	0.00	518.92	96.93
3345-2718 PRISONER MEDICAL	5,000.00	4,558.52	4,558.52	0.00	441.48	91.17
Total ** SERVICES AND SUPPLIES	41,979.00	40,719.63	40,719.63	0.00	1,259.37	97.00
Total JAIL BUREAU	527,313.17	503,870.82	503,870.82	0.00	23,442.35	95.55

110 GENERAL FUND

3414 2008 COPS TECHNOLOGY GRANT

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
Total 2008 COPS TECHNOLOGY GRANT	0.00	0.00	0.00	0.00	0.00	0.00

110 GENERAL FUND

3415 2008 STATE HOMELAND SECURITY GRANT

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
Total 2008 STATE HOMELAND SECURITY GRANT	0.00	0.00	0.00	0.00	0.00	0.00

110 GENERAL FUND

3421 2009 HOMELAND SECURITY GRANT

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
Total 2009 HOMELAND SECURITY GRANT	0.00	0.00	0.00	0.00	0.00	0.00

110 GENERAL FUND

3422 2009 COPS TECHNOLOGY GRANT

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
Total 2009 COPS TECHNOLOGY GRANT	0.00	0.00	0.00	0.00	0.00	0.00

110 GENERAL FUND

3427 2011 SHSGP GRANT

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
Total 2011 SHSGP GRANT	0.00	0.00	0.00	0.00	0.00	0.00
110 GENERAL FUND						

3428 2010 HOME LAND SECURITY GRANT

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
Total 2010 HOME LAND SECURITY GRANT	0.00	0.00	0.00	0.00	0.00	0.00
110 GENERAL FUND						

3430 2013 HOMELAND SECURITY GRANT

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
Total 2013 HOMELAND SECURITY GRANT	0.00	0.00	0.00	0.00	0.00	0.00
110 GENERAL FUND						

3433 OTS GRANT PT1607

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
3433-1104 SALARIES-OVERTIME	0.00	29,269.45	29,269.45	0.00	-29,269.45	0.00
3433-1411 W/C INS	0.00	2,554.77	2,554.77	0.00	-2,554.77	0.00
3433-1431 INS/DEFER COMP	0.00	2,565.14	2,565.14	0.00	-2,565.14	0.00
3433-1441 L/T DISAB INS	0.00	50.57	50.57	0.00	-50.57	0.00
3433-1461 MEDICARE	0.00	425.66	425.66	0.00	-425.66	0.00
Total ** SALARIES AND BENEFITS	0.00	34,865.59	34,865.59	0.00	-34,865.59	0.00
Total ** CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
Total OTS GRANT PT1607	0.00	34,865.59	34,865.59	0.00	-34,865.59	0.00
110 GENERAL FUND						

3434 2016-17 ABC GRANT

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
3434-1104 SALARIES-OVERTIME	23,692.02	597.98	597.98	0.00	23,094.04	2.52
3434-1411 W/C INS	0.00	56.67	56.67	0.00	-56.67	0.00
3434-1461 MEDICARE	0.00	8.71	8.71	0.00	-8.71	0.00
Total 2016-17 ABC GRANT	23,692.02	663.36	663.36	0.00	23,028.66	2.80
110 GENERAL FUND						

3435 BSCC MENTAL HEALTH GRANT

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
3435-1104 SALARIES-OVERTIME	0.00	20,623.82	20,623.82	0.00	-20,623.82	0.00
3435-1411 W/C INS	0.00	1,450.90	1,450.90	0.00	-1,450.90	0.00
3435-1431 INS/DEFER COMP	0.00	1,358.84	1,358.84	0.00	-1,358.84	0.00
3435-1441 L/T DISAB INS	0.00	26.10	26.10	0.00	-26.10	0.00
3435-1461 MEDICARE	0.00	232.36	232.36	0.00	-232.36	0.00
Total BSCC MENTAL HEALTH GRANT	0.00	23,692.02	23,692.02	0.00	-23,692.02	0.00

FY 2017-18  
Actual UVISACases  
(Support for Actual Costs)

**ACTUAL UVISA CASES PROCESSED IN FY 2017-18**

	<b><u>CASE</u></b>	<b><u>date received</u></b>	<b><u>agency signature date</u></b>
case 1	██████████	Aug-17	8/15/2017
case 2	████████████████████	Nov-17	11/21/2017

# Case 1

July 25, 2017

**Via U.S. Mail**

Claremont Police Department  
570 W. Bonita Ave  
Claremont, CA 91711

Re: **U-Visa Certification Request**

Applicant: [REDACTED]

Other Names: [REDACTED]

Incident Report No.: 1103597

Dear Officer in Charge:

My office represents Mr. [REDACTED] in his legal matters. On December 10, 2011, Mr. [REDACTED] was a victim of a **felonious assault and robbery**. Copy of the Investigative Report is enclosed for your review.

Congress created the "U" nonimmigrant classification with passage of the *Victims of Trafficking and Violence Protection Act* (including the Battered Immigrant Women's Protection Act) in October 2000. The legislation was intended to strengthen the ability of law enforcement agencies to investigate and prosecute cases of domestic violence, sexual assault, trafficking of aliens and other crimes while, at the same time, offering protection to victims of such crimes. The legislation also helps law enforcement agencies to better serve immigrant crime victims.

On October 9, 2015, California Senate Bill SB674, "Victims of Crime: Nonimmigrant Status," was signed into law by Governor Jerry Brown. This new law **requires** certifying officials from certifying agencies to sign certification requests if the victim meets the requirements as explained above. Furthermore, the certifying entity is required to process the Form I-918 Supplement B certification **within 90 days of the request**.

Please note that a current investigation, filing of charges, prosecution, or a conviction are not required for a request of Form I-918 Supplement B certification.

Mr. [REDACTED] provided law enforcement agencies with his full cooperation and provided as much information as he was able to. Mr.

James Eric Price, Esq. \*  
Frances E. Arroyo, Esq.  
Denise Platter Cabrera, Esq.  
Cecilia Murillo-Quintana, Esq.  
Jamaica E. Alare, Esq.

\* Admitted to practice law in Florida  
Not licensed to practice law in California  
Practice limited to federal immigration law

██████████ was fully cooperative and desirous for the prosecution of his attacker.

Certifying agencies include federal, state, or local law enforcement agencies, prosecutor, judge, or other authority that has responsibility for the investigation or prosecution of the criminal activity. The rule also includes other agencies such as child protective services, the Equal Employment Opportunity Commission, and the Department of Labor, since they have criminal investigative jurisdiction within their respective areas of expertise.

We would like to request your assistance in filling out the USCIS form I-918 Supplement B in regards to Mr. ██████████.

This form is a necessity for victims of a crime seeking federal government assistance while their case is pending a resolution; Mr. ██████████ to qualify for such Immigration benefits pursuant to section 101(a) (15) (U) of the INA.

If you should have any question regarding the contents of this letter, please contact our office immediately.

Sincerely,



J. Eric Price, Esq.  
Attorney at Law  
/cg

*Enclosures.*



# Supplement B, U Nonimmigrant Status Certification

Department of Homeland Security  
U.S. Citizenship and Immigration Services

USCIS  
Form I-918  
OMB No. 1615-0104  
Expires 02/28/2019

<b>For USCIS Use Only</b>	Remarks
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▶ **START HERE - Type or print in black or blue ink.**

### Part 1. Victim Information

1. Alien Registration Number (A-Number) (if any)

2.a. Family Name (Last Name)

2.b. Given Name (First Name)

2.c. Middle Name

Other Names Used (In aliases, if applicable.)

If you need extra space to provide additional names, use the space provided in Part 7. Additional Information.

3.a. Family Name (Last Name)

3.b. Given Name (First Name)

3.c. Middle Name

4. Date of Birth (mm/dd/yyyy)

5. Gender  Male  Female

### Name of Head of Certifying Agency

4.a. Family Name (Last Name)

4.b. Given Name (First Name)

4.c. Middle Name

### Agency Address

5.a. Street Number and Name

5.b.  Apt.  Ste.  Flr.

5.c. City or Town

5.d. State  4.f. ZIP Code

5.f. Province

5.g. Postal Code

5.h. Country

### Part 2. Agency Information

1. Name of Certifying Agency

Name of Certifying Official

2.a. Family Name (Last Name)

2.b. Given Name (First Name)

2.c. Middle Name

3. Title and Division/Office of Certifying Official

### Other Agency Information

6. Agency Type  Federal  State  Local

7. Case Status  On-going  Completed  Other

8. Certifying Agency Category  Judge  Law Enforcement  Prosecutor  Other

9. Case Number

10. FBI Number or SID Number (if applicable)



**Part 3. Criminal Acts**

If you need extra space to complete this section, use the space provided in Part 7. Additional Information.

1. The petitioner is a victim of criminal activity involving a violation of one of the following Federal, state, or local criminal offenses (or any similar activity). (Select all applicable boxes)

- Abduction
- Abusive Sexual Contact
- Attempt to Commit Any of the Named Crimes
- Being Held Hostage
- Blackmail
- Conspiracy to Commit Any of the Named Crimes
- Domestic Violence
- Extortion
- False Imprisonment
- Felonious Assault
- Female Genital Mutilation
- Fraud in Foreign Labor Contracting
- Incest
- Involuntary Servitude
- Kidnapping
- Manslaughter
- Murder
- Obstruction of Justice
- Peonage
- Perjury
- Prostitution
- Rape
- Sexual Assault
- Sexual Exploitation
- Slave Trade
- Solicitation to Commit Any of the Named Crimes
- Stalking
- Torture
- Trafficking
- Unlawful Criminal Restraint
- Witness Tampering

Provide the dates on which the criminal activity occurred.

- 2.a. Date (mm/dd/yyyy)
- 2.b. Date (mm/dd/yyyy)
- 2.c. Date (mm/dd/yyyy)
- 2.d. Date (mm/dd/yyyy)

3. List the statutory citations for the criminal activity being investigated or prosecuted, or that was investigated or prosecuted.

PC 211, PC 245(A)(2) and PC 417(A)(2)

4.a. Did the criminal activity occur in the United States (including Indian country and military installations) or the territories or possessions of the United States?

Yes  No

4.b. If you answered "Yes," where did the criminal activity occur?

Claremont, CA

5.a. Did the criminal activity violate a Federal extraterritorial jurisdiction statute?

Yes  No

5.b. If you answered "Yes," provide the statutory citation providing the authority for extraterritorial jurisdiction.

6. Briefly describe the criminal activity being investigated and/or prosecuted and the involvement of the petitioner named in Part 1. Attach copies of all relevant reports and findings.

Victim [redacted] received a call from dispatch to pick up people in the Double Tree Hotel. Victim [redacted] then drove the two male Suspects to an apartment in Pomona and back to the hotel. Once the suspects arrived to their destination one of the suspects pulled out a gun and pointed it at Victim [redacted]. The suspects got off the taxi and went into the hotel through a hallway near the parking lot where Victim [redacted] dropped off the suspects.

7. Provide a description of any known or documented injury to the victim. Attach copies of all relevant reports and findings.

No injuries were reported.

**Part 4. Helpfulness Of The Victim**

For the following questions, if the victim is under 16 years of age, incompetent or incapacitated, then a parent, guardian, or next friend may act on behalf of the victim.

- 1. Does the victim possess information concerning the criminal activity listed in Part 3?  Yes  No
- 2. Has the victim been helpful, is the victim being helpful, or is the victim likely to be helpful in the investigation or prosecution of the criminal activity detailed above?  Yes  No
- 3. Since the initiation of cooperation, has the victim refused or failed to provide assistance reasonably requested in the investigation or prosecution of the criminal activity detailed above?  Yes  No

If you answer "Yes" to Item Numbers 1. - 3., provide an explanation in the space below. If you need extra space to complete this section, use the space provided in Part 7. **Additional Information.**

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4. Other. Include any additional information you would like to provide.

The Victim was fully cooperative with law enforcement officers and desired prosecution of the suspects for the robbery, assault with a firearm and exhibiting a firearm.

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**Part 5. Family Members Culpable In Criminal Activity**

1. Are any of the victim's family members culpable or believed to be culpable in the criminal activity of which the petitioner is a victim?  Yes  No

If you answered "Yes," list the family members and their criminal involvement. (If you need extra space to complete this section, use the space provided in Part 7. Additional Information.)

2.a. Family Name (Last Name)

2.b. Given Name (First Name)

2.c. Middle Name

2.d. Relationship

2.e. Involvement

3.a. Family Name (Last Name)

3.b. Given Name (First Name)

3.c. Middle Name

3.d. Relationship

3.e. Involvement

4.a. Family Name (Last Name)

4.b. Given Name (First Name)

4.c. Middle Name

4.d. Relationship

4.e. Involvement

**Part 6. Certification**

I am the head of the agency listed in Part 2. or I am the person in the agency who was specifically designated by the head of the agency to issue a U Nonimmigrant Status Certification on behalf of the agency. Based upon investigation of the facts, I certify, under penalty of perjury, that the individual identified in Part 1. is or was a victim of one or more of the crimes listed in Part 3. I certify that the above information is complete, true, and correct to the best of my knowledge, and that I have made and will make no promises regarding the above victim's ability to obtain a visa from U.S. Citizenship and Immigration Services (USCIS), based upon this certification. I further certify that if the victim unreasonably refuses to assist in the investigation or prosecution of the qualifying criminal activity of which he or she is a victim, I will notify USCIS.

1. Signature of Certifying Official  
→

2. Date of Signature (mm/dd/yyyy)

3. Daytime Telephone Number

4. Fax Number

**Part 7. Additional Information**

If you need extra space to complete any item within this supplement, use the space below or attach a separate sheet of paper; type or print the agency's name, petitioner's name, and the Alien Registration Number (A-Number) (if any) at the top of each sheet; indicate the Page Number, Part Number, and Item Number to which your answer refers; and sign and date each sheet. If you need more space than what is provided, you may also make copies of this page to complete and file with this supplement.

1. Agency Name

Claremont Police Department

2.b. Given (First)

2.c. Middle Name

3. A-Number (if any)

A- [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

4.a. Page Number

2

4.b. Part Number

3

4.c. Item Number

crimes

4.d.

Other: Robbery

Other: Assault with a Firearm

Other: Exhibiting Firearm

5.a. Page Number

5.b. Part Number

5.c. Item Number

5.d.

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6.a. Page Number

6.b. Part Number

6.c. Item Number

6.d.

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# Case 2



# Supplement B, U Nonimmigrant Status Certification

Department of Homeland Security  
U.S. Citizenship and Immigration Services

USCIS  
Form I-918  
OMB No. 1615-0104  
Expires 02/28/2019

<b>For USCIS Use Only</b>	<b>Remarks</b>
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▶ **START HERE - Type or print in black or blue ink.**

### Part 1. Victim Information

1. Alien Registration Number (A-Number) (if any)  
▶ A-

2.a. Family Name (Last Name)

2.b. Given Name (First Name)

2.c. Middle Name

**Other Names Used** (Include maiden names, nicknames, and aliases, if applicable.)

If you need extra space to provide additional names, use the space provided in **Part 7. Additional Information.**

3.a. Family Name (Last Name)

3.b. Given Name (First Name)

3.c. Middle Name

4. Date of Birth (mm/dd/yyyy)

5. Gender  Male  Female

### Part 2. Agency Information

1. Name of Certifying Agency

Name of Certifying Official

2.a. Family Name

2.b. Given Name

2.c. Middle Name

3. Title and Division/Office of Certifying Official

### Name of Head of Certifying Agency

4.a. Family Name (Last Name)

4.b. Given Name (First Name)

4.c. Middle Name

### Agency Address

5.a. Street Number and Name

5.b.  Apt.  Ste.  Flr.

5.c. City or Town

5.d. State  5.f. ZIP Code

5.g. Province

5.h. Postal Code

5.i. Country

### Other Agency Information

6. Agency Type  
 Federal  State  Local

7. Case Status  
 On-going  Completed  
 Other

8. Certifying Agency Category  
 Judge  Law Enforcement  Prosecutor  
 Other

9. Case Number

10. FBI Number or SID Number (if applicable)

**Part 3. Criminal Acts**

If you need extra space to complete this section, use the space provided in Part 7. Additional Information.

1. The petitioner is a victim of criminal activity involving a violation of one of the following Federal, state, or local criminal offenses (or any similar activity). (Select all applicable boxes)

- Abduction
- Abusive Sexual Contact
- Attempt to Commit Any of the Named Crimes
- Being Held Hostage
- Blackmail
- Conspiracy to Commit Any of the Named Crimes
- Domestic Violence
- Extortion
- False Imprisonment
- Felonious Assault
- Female Genital Mutilation
- Fraud in Foreign Labor Contracting
- Incest
- Involuntary Servitude
- Kidnapping
- Manslaughter
- Murder
- Obstruction of Justice
- Peonage
- Perjury
- Prostitution
- Rape
- Sexual Assault
- Sexual Exploitation
- Slave Trade
- Solicitation to Commit Any of the Named Crimes
- Stalking
- Torture
- Trafficking
- Unlawful Criminal Restraint
- Witness Tampering

Provide the dates on which the criminal activity occurred.

- 2.a. Date (mm/dd/yyyy)
- 2.b. Date (mm/dd/yyyy)
- 2.c. Date (mm/dd/yyyy)
- 2.d. Date (mm/dd/yyyy)

3. List the statutory citations for the criminal activity being investigated or prosecuted, or that was investigated or prosecuted.

PC 243 (e)(1)

4.a. Did the criminal activity occur in the United States (including Indian country and military installations) or the territories or possessions of the United States?

Yes  No

4.b. If you answered "Yes," where did the criminal activity occur?

CLAREMONT, CA

5.a. Did the criminal activity violate a Federal extraterritorial jurisdiction statute?

Yes  No

5.b. If you answered "Yes," provide the statutory citation providing the authority for extraterritorial jurisdiction.

6. Briefly describe the criminal activity being investigated and/or prosecuted and the involvement of the petitioner named in Part 1. Attach copies of all relevant reports and findings.

VICTIM [REDACTED] BECAME INVOLVED IN A VERBAL ARGUMENT WITH SUSPECT DURING ARGUMENT, THE SUSPECT STRUCK VICTIM. THE SUSPECT WAS ARRESTED

7. Provide a description of any known or documented injury to the victim. Attach copies of all relevant reports and findings.

NO INJURIES REPORTED





**Part 5. Family Members Culpable In Criminal Activity**

1. Are any of the victim's family members culpable or believed to be culpable in the criminal activity of which the petitioner is a victim?  Yes  No

If you answered "Yes," list the family members and their criminal involvement. (If you need extra space to complete this section, use the space provided in Part 7. Additional Information.)

2.a. Family Name (Last Name)

2.b. Given Name (First Name)

2.c. Middle Name

2.d. Relationship

2.e. Involvement

3.a. Family Name (Last Name)

3.b. Given Name (First Name)

3.c. Middle Name

3.d. Relationship

3.e. Involvement

4.a. Family Name (Last Name)

4.b. Given Name (First Name)

4.c. Middle Name

4.d. Relationship

4.e. Involvement

**Part 6. Certification**

I am the head of the agency listed in Part 2. or I am the person in the agency who was specifically designated by the head of the agency to issue a U Nonimmigrant Status Certification on behalf of the agency. Based upon investigation of the facts, I certify, under penalty of perjury, that the individual identified in Part 1. is or was a victim of one or more of the crimes listed in Part 3. I certify that the above information is complete, true, and correct to the best of my knowledge, and that I have made and will make no promises regarding the above victim's ability to obtain a visa from U.S. Citizenship and Immigration Services (USCIS), based upon this certification. I further certify that if the victim unreasonably refuses to assist in the investigation or prosecution of the qualifying criminal activity of which he or she is a victim, I will notify USCIS.

1. Signature of Certifying Official (sign in ink)

2. Date of Signature (mm/dd/yyyy)

3. Daytime Telephone Number

4. Fax Number



# Computation of Estimated Costs

Program UVISAS	MANDATED COSTS CITY OF CLAREMONT ACTIVITY COST ESTIMATES						Estimated Costs FY 2018-19
City of Claremont							
<b>DIRECT COSTS</b>							
<b>Description of Expenses:</b>							
Employee Names, Job Class., Functions Performed and Description of Expenses	Hourly Rate or Unit Cost	Benefit Rate	Hours Worked or Quantity	Salaries	Benefits	Contract	Total Salaries & Benefits
<b>Shelly Vander Veen, Police Chief</b>	\$113.73	63.9%	0.50	\$57	\$36		\$93
<b>Mike Ciszek, Lieutenant</b>	\$97.09	67.0%	1.00	\$97	\$65		\$162
<b>Contract Service 1 hr (legal review)</b> Update Department Policies and Procedures to reflect change in new State Statutes regarding UVISA requirements			1.00			\$364	
<b>Mike Ciszek, Lieutenant</b> Research original crimes, complete and sign UVISA forms including detailed description of victims helpfulness. (See following page for detailed list of activities) (4 cases estimated for this fiscal year)	\$97.09	67.0%	4.00	\$388	\$260		\$648
<b>Mike Ciszek, Lieutenant</b> Report results to legislature annually	\$97.09	67.0%	0.50	\$49	\$33		\$81
<b>Total Direct Costs</b>			7.00	\$591	\$394	\$364	\$985
<b>INDIRECT COSTS (ICRP Rate = 94% based on salaries &amp; benefits)</b>							\$926
<b>GRAND TOTAL</b>							<b>\$2,275</b>

Program UVISAS	MANDATED COSTS CITY OF CLAREMONT ACTIVITY COST ESTIMATES						Estimated Costs FY 2018-19
City of Claremont							
<b>DIRECT COSTS</b>							
<b>Description of Expenses:</b>							
Employee Names, Job Class., Functions Performed and Description of Expenses	Hourly Rate or Unit Cost	Benefit Rate	Hours Worked or Quantity	Salaries	Benefits	Contract	Total Salaries & Benefits
<b>(Costs Without Policies and Procedures update pursuant to CSM Staff comments)</b>							
<b>Mike Ciszek, Lieutenant</b> Research original crimes, complete and sign UVISA forms including detailed description of victims helpfulness. (See following page for detailed list of activities) (4 cases estimated for this fiscal year)	\$97.09	67.0%	4.00	\$388	\$260		\$648
<b>Mike Ciszek, Lieutenant</b> Report results to legislature annually	\$97.09	67.0%	0.50	\$49	\$33		\$81
<b>Total Direct Costs</b>			4.50	\$437	\$293		\$729
<b>INDIRECT COSTS (ICRP Rate = 94% based on salaries &amp; benefits)</b>							\$686
<b>GRAND TOTAL</b>							<b>\$1,415</b>

## List of activities:

1. Review the UVISA request.

2 . For all requests, research the original crime(s) the victim was involved to determine whether new law criteria are met and certification can be granted and to determine “victims’ helpfulness”. This includes obtaining prior criminal records, reports, and history, determining helpfulness and potential helpfulness of the victim; determining if the victim has not refused or failed to provide information and assistance reasonably requested by law enforcement.

(Detailed research and review of crime history/reports to determine the victim’s helpfulness and potential helpfulness and to obtain info to complete the UVISA paperwork.

3. Fully complete, sign and certify the application (I-918 Form) including Supplement B for ALL requested I-918 applications. This must include a detailed description of the victim’s helpfulness or likely helpfulness to the detection, investigation, or prosecution of the criminal activity.

4. Supervisor review and approval of the detailed description of victim’s helpfulness narrative.

5. Transmit results to involved parties and legal representatives.

6. File, log, and close case

7. Prepare and submit annual reports to the Legislature specifying total number of requests for UVISA certifications, the number approved and denied.

FY 2012-13  
Actual UVISA Cases

(Support to prove estimate of 4 cases per year is a reasonable estimate of future activity)

**ACTUAL UVISA CASES PROCESSED IN FY 2012-13**

	<b><u>CASE</u></b>	<b><u>date received</u></b>	<b><u>agency signature date</u></b>
case 1	████████████████████	Mar-13	3/25/2013
case 2	████████████████	Apr-13	4/23/2013
case 3	████████████████	Apr-13	4/29/2013
case 4	████████████████	Jun-13	7/3/2013



# Case 1

Department of Homeland Security  
U.S. Citizenship and Immigration Services

# I-918 Supplement B, U Nonimmigrant Status Certification

START HERE - Please type or print in black ink.

### Part 1. Victim information:

Family Name: [REDACTED] Middle Name: [REDACTED]

Other Names Used (Include maiden name/nickname):  
[REDACTED]

Date of Birth (mm/dd/yyyy): [REDACTED] Gender:  Male  Female

### Part 2. Agency information:

Name of Certifying Agency: CLAREMONT POLICE DEPARTMENT

Name of Certifying Official: M. CISZEK # 3108 Title and Division/Office of Certifying Official: LIEUTENANT / DETECTIVE

Name of Head of Certifying Agency: PAUL COOPER - CHIEF

Agency Address - Street Number and Name: 570 W. BONITA AVE Suite #

City: CLAREMONT State/Province: CA Zip/Postal Code: 91711

Daytime Phone # (with area code and/or extension): 909-399-5411 Fax # (with area code): 909-399-5435

Agency Type:  Federal  State  Local

Case Status:  On-going  Completed  Other:

Certifying Agency Category:  Judge  Law Enforcement  Prosecutor  Other:

Case Number: 12-01629 FBI # or SID # (if applicable):

### Part 3. Criminal acts:

1. The applicant is a victim of criminal activity involving or similar to violations of one of the following Federal, State or local criminal offenses. (Check all that apply.)

- |  |   |   |   |
|--|---|---|---|
| <input type="checkbox"/> Abduction                                 | <input type="checkbox"/> Female Genital Mutilation                    | <input type="checkbox"/> Obstruction of Justice                         | <input type="checkbox"/> Slave Trade  |
| <input type="checkbox"/> Abusive Sexual Contact                    | <input type="checkbox"/> Hostage                                      | <input type="checkbox"/> Peonage  | <input type="checkbox"/> Torture  |
| <input type="checkbox"/> Blackmail                                 | <input type="checkbox"/> Incest                                       | <input type="checkbox"/> Perjury  | <input type="checkbox"/> Trafficking  |
| <input type="checkbox"/> Domestic Violence                         | <input type="checkbox"/> Involuntary Servitude                        | <input type="checkbox"/> Prostitution                                   | <input type="checkbox"/> Unlawful Criminal Restraint                                    |
| <input type="checkbox"/> Extortion                                 | <input type="checkbox"/> Kidnapping                                   | <input type="checkbox"/> Rape   | <input type="checkbox"/> Witness Tampering  |
| <input type="checkbox"/> False Imprisonment                        | <input type="checkbox"/> Manslaughter                                 | <input type="checkbox"/> Sexual Assault                                 | <input type="checkbox"/> Related Crime(s)   |
| <input checked="" type="checkbox"/> Felonious Assault              | <input type="checkbox"/> Murder                                       | <input type="checkbox"/> Sexual Exploitation                            | <input type="checkbox"/> Other: (If more space needed, attach separate sheet of paper.) |
| <input type="checkbox"/> Attempt to commit any of the named crimes | <input type="checkbox"/> Conspiracy to commit any of the named crimes | <input type="checkbox"/> Solicitation to commit any of the named crimes |   |

For USCIS Use Only.	
Returned	Receipt
Date	
Date	
Resubmitted	
Date	
Date	
Date	
Reloc Sent	
Date	
Date	
Reloc Rec'd	
Date	
Date	
Remarks	



**Part 3. Criminal acts.** (Continued)

2. Provide the date(s) on which the criminal activity occurred.

Date (mm/dd/yyyy)	Date (mm/dd/yyyy)	Date (mm/dd/yyyy)	Date (mm/dd/yyyy)
06/16/2012			

3. List the statutory citation(s) for the criminal activity being investigated or prosecuted, or that was investigated or prosecuted.

245(a)(1) P.C. - ASSAULT WITH A DEADLY WEAPON.

4. Did the criminal activity occur in the United States, including Indian country and military installations, or the territories or possessions of the United States?  Yes  No

a. Did the criminal activity violate a Federal extraterritorial jurisdiction statute?  Yes  No

b. If "Yes," provide the statutory citation providing the authority for extraterritorial jurisdiction.

c. Where did the criminal activity occur?

5. Briefly describe the criminal activity being investigated and/or prosecuted and the involvement of the individual named in Part 1. Attach copies of all relevant reports and findings.

SUSPECT ATTEMPTED TO STAB VICTIM FOR UNKNOWN REASON.

6. Provide a description of any known or documented injury to the victim. Attach copies of all relevant reports and findings.

N/A

**Part 4. Helpfulness of the victim.**

The victim (or parent, guardian or next friend, if the victim is under the age of 16, incompetent or incapacitated.):

1. Possesses information concerning the criminal activity listed in Part 3.  Yes  No

2. Has been, is being or is likely to be helpful in the investigation and/or prosecution of the criminal activity detailed above. (Attach an explanation briefly detailing the assistance the victim has provided.)  Yes  No

3. Has not been requested to provide further assistance in the investigation and/or prosecution. (Example: prosecution is barred by the statute of limitation.) (Attach an explanation.)  Yes  No

4. Has unreasonably refused to provide assistance in a criminal investigation and/or prosecution of the crime detailed above. (Attach an explanation.)  Yes  No

**Part 4. Helpfulness of the victim. (Continued.)**

5. Other, please specify.

VICTIM NOTIFIED POLICE OF ASSAULT. SUSPECT  
LOCATED BY POLICE AND VICTIM IDENTIFIED  
SUSPECT AT IN FIELD SHOW - UP. VICTIM  
ALSO TESTIFIED IN COURT

**Part 5. Family members implicated in criminal activity:**

1. Are any of the victim's family members believed to have been involved in the criminal activity of which he or she is a victim?  Yes  No

2. If "Yes," list relative(s) and criminal involvement. (Attach extra reports or extra sheet(s) of paper if necessary.)

Full Name	Relationship	Involvement

**Part 6. Certification:**

I am the head of the agency listed in Part 2 or I am the person in the agency who has been specifically designated by the head of the agency to issue U nonimmigrant status certification on behalf of the agency. Based upon investigation of the facts, I certify, under penalty of perjury, that the individual noted in Part 1 is or has been a victim of one or more of the crimes listed in Part 3. I certify that the above information is true and correct to the best of my knowledge, and that I have made, and will make no promises regarding the above victim's ability to obtain a visa from the U.S. Citizenship and Immigration Services, based upon this certification. I further certify that if the victim unreasonably refuses to assist in the investigation or prosecution of the qualifying criminal activity of which he/she is a victim, I will notify USCIS.

Signature of Certifying Official Identified in Part 2.

*Michael E. Coughlin*

Date (mm/dd/yyyy)

3/25/2013

# Case 2

Department of Homeland Security  
U.S. Citizenship and Immigration Services

**I-918 Supplement B,  
U Nonimmigrant Status Certification**

**START HERE - Please type or print in black ink.**

**Part 1. Victim information.**

Name  Middle Name

(Include maiden name/nickname)

DATE OF BIRTH (mm/dd/yyyy)  NONE

Date of Birth (mm/dd/yyyy)  Gender  Male  Female

**Part 2. Agency information.**

Name of Certifying Agency  
CLAREMONT POLICE DEPT.

Name of Certifying Official William Holl Title and Division/Office of Certifying Official SUPPORT SERVICES SUPERVISOR

Name of Head of Certifying Agency  
PALL COOPER, CHIEF

Agency Address - Street Number and Name 570 W. BONITA AVE Suite #

City CLAREMONT State/Province CA Zip/Postal Code 91711

Daytime Phone # (with area code and/or extension) 909-399-5411 Fax # (with area code) 909-399-5435

Agency Type  Federal  State  Local

Case Status  On-going  Completed  Other: \_\_\_\_\_

Certifying Agency Category  Judge  Law Enforcement  Prosecutor  Other: \_\_\_\_\_

Case Number 09-2419 FBI # or SID # (if applicable)

**For USCIS Use Only.**

Returned	Receipt
Date	
Date	
Resubmitted	
Date	
Date	
Reloc Sent	
Date	
Date	
Reloc Rec'd	
Date	
Date	

**Remarks**

Remarks

**Part 3. Criminal acts.**

1. The applicant is a victim of criminal activity involving or similar to violations of one of the following Federal, State or local criminal offenses. (Check all that apply.)

- |  |   |   |   |
|--|---|---|---|
| <input type="checkbox"/> Abduction                                 | <input checked="" type="checkbox"/> Female Genital Mutilation         | <input type="checkbox"/> Obstruction of Justice                         | <input type="checkbox"/> Slave Trade  |
| <input checked="" type="checkbox"/> Abusive Sexual Contact         | <input type="checkbox"/> Hostage                                      | <input type="checkbox"/> Peonage  | <input type="checkbox"/> Torture  |
| <input type="checkbox"/> Blackmail                                 | <input type="checkbox"/> Incest                                       | <input type="checkbox"/> Perjury  | <input type="checkbox"/> Trafficking  |
| <input type="checkbox"/> Domestic Violence                         | <input type="checkbox"/> Involuntary Servitude                        | <input type="checkbox"/> Prostitution                                   | <input type="checkbox"/> Unlawful Criminal Restraint                                    |
| <input type="checkbox"/> Extortion                                 | <input type="checkbox"/> Kidnapping                                   | <input type="checkbox"/> Rape   | <input type="checkbox"/> Witness Tampering  |
| <input type="checkbox"/> False Imprisonment                        | <input type="checkbox"/> Manslaughter                                 | <input checked="" type="checkbox"/> Sexual Assault                      | <input type="checkbox"/> Related Crime(s)   |
| <input type="checkbox"/> Felonious Assault                         | <input type="checkbox"/> Murder                                       | <input type="checkbox"/> Sexual Exploitation                            | <input type="checkbox"/> Other: (If more space needed, attach separate sheet of paper.) |
| <input type="checkbox"/> Attempt to commit any of the named crimes | <input type="checkbox"/> Conspiracy to commit any of the named crimes | <input type="checkbox"/> Solicitation to commit any of the named crimes |   |



Department of Homeland Security  
U.S. Citizenship and Immigration Services

**I-918 Supplement B,  
U Nonimmigrant Status Certification**

**START HERE - Please type or print in black ink.**

**Part 1. Victim information.**

Family Name: [REDACTED] Given Name: [REDACTED] Middle Name: [REDACTED]

Other Names Used (Include maiden name/nickname):  
NONE

Date of Birth (mm/dd/yyyy): [REDACTED] Gender:  Male  Female

**Part 2. Agency information.**

Name of Certifying Agency: CLAREMONT POLICE DEPT.

Name of Certifying Official: William Holl Title and Division/Office of Certifying Official: SUPPORT SERVICES SUPERVISOR

Name of Head of Certifying Agency: PAUL CROASK, CHIEF

Agency Address - Street Number and Name: 570 W. BONITA AVE Suite #: [REDACTED]

City: CLAREMONT State/Province: CA Zip/Postal Code: 91711

Daytime Phone # (with area code and/or extension): 909-399-5411 Fax # (with area code): 909-399-5435

Agency Type:  Federal  State  Local

Case Status:  On-going  Completed  Other: \_\_\_\_\_

Certifying Agency Category:  Judge  Law Enforcement  Prosecutor  Other: \_\_\_\_\_

Case Number: 09-2419 FBI # or SID # (if applicable): [REDACTED]

**For USCIS Use Only.**

Returned	Receipt
Date	
Date	
Resubmitted	
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Date	
Reloc Sent	
Date	
Date	
Reloc Rec'd	
Date	
Date	
Remarks	

**Part 3. Criminal acts.**

1. The applicant is a victim of criminal activity involving or similar to violations of one of the following Federal, State or local criminal offenses. (Check all that apply.)

- |  |   |   |   |
|--|---|---|---|
| <input type="checkbox"/> Abduction                                 | <input checked="" type="checkbox"/> Female Genital Mutilation         | <input type="checkbox"/> Obstruction of Justice                         | <input type="checkbox"/> Slave Trade  |
| <input checked="" type="checkbox"/> Abusive Sexual Contact         | <input type="checkbox"/> Hostage                                      | <input type="checkbox"/> Peonage  | <input type="checkbox"/> Torture  |
| <input type="checkbox"/> Blackmail                                 | <input type="checkbox"/> Incest                                       | <input type="checkbox"/> Perjury  | <input type="checkbox"/> Trafficking  |
| <input type="checkbox"/> Domestic Violence                         | <input type="checkbox"/> Involuntary Servitude                        | <input type="checkbox"/> Prostitution                                   | <input type="checkbox"/> Unlawful Criminal Restraint                                    |
| <input type="checkbox"/> Extortion                                 | <input type="checkbox"/> Kidnapping                                   | <input type="checkbox"/> Rape   | <input type="checkbox"/> Witness Tampering  |
| <input type="checkbox"/> False Imprisonment                        | <input type="checkbox"/> Manslaughter                                 | <input checked="" type="checkbox"/> Sexual Assault                      | <input type="checkbox"/> Related Crime(s)   |
| <input type="checkbox"/> Felonious Assault                         | <input type="checkbox"/> Murder                                       | <input type="checkbox"/> Sexual Exploitation                            | <input type="checkbox"/> Other: (If more space needed, attach separate sheet of paper.) |
| <input type="checkbox"/> Attempt to commit any of the named crimes | <input type="checkbox"/> Conspiracy to commit any of the named crimes | <input type="checkbox"/> Solicitation to commit any of the named crimes |   |



**Part 4. Helpfulness of the victim. (Continued.)**

5. Other, please specify.

**Part 5. Family members implicated in criminal activity.**

1. Are any of the victim's family members believed to have been involved in the criminal activity of which he or she is a victim?  Yes  No

2. If "Yes," list relative(s) and criminal involvement. (Attach extra reports or extra sheet(s) of paper if necessary.)

Full Name	Relationship	Involvement
[REDACTED]	WIFE	288(a) PC - SUSPECT

**Part 6. Certification.**

I am the head of the agency listed in Part 2 or I am the person in the agency who has been specifically designated by the head of the agency to issue U nonimmigrant status certification on behalf of the agency. Based upon investigation of the facts, I certify, under penalty of perjury, that the individual noted in Part 1 is or has been a victim of one or more of the crimes listed in Part 3. I certify that the above information is true and correct to the best of my knowledge, and that I have made, and will make no promises regarding the above victim's ability to obtain a visa from the U.S. Citizenship and Immigration Services, based upon this certification. I further certify that if the victim unreasonably refuses to assist in the investigation or prosecution of the qualifying criminal activity of which he/she is a victim, I will notify USCIS.

Signature of Certifying Official Identified in Part 2.

Date (mm/dd/yyyy)

[Signature]

4/28/13



# Case 3

**I-918 Supplement B,**

**U Nonimmigrant Status Certification**

Department of Homeland Security  
U.S. Citizenship and Immigration Services

**START HERE - Please type or print in black ink.**

**Part 1. Victim information.**

Family Name  Given Name  Middle Name

Other Names Used (include maiden name)  (kname)

NONE

Date of Birth (mm/dd/yyyy)  Gender  Male  Female

**Part 2. Agency information.**

Name of Certifying Agency  
CLAREMONT POLICE DEPT.

Name of Certifying Official  Title and Division/Office of Certifying Official   
William Hall SUPPORT SERVICES SUPERVISOR

Name of Head of Certifying Agency  
PAUL COOPER, CHIEF

Agency Address - Street Number and Name  Suite #   
570 W. BANITA AVE

City  State/Province  Zip/Postal Code   
CLAREMONT CA 91711

Daytime Phone # (with area code and/or extension)  Fax # (with area code)   
909-389-5411 909-389-5435

Agency Type  Federal  State  Local

Case Status  On-going  Completed  Other: \_\_\_\_\_

Certifying Agency Category  Judge  Law Enforcement  Prosecutor  Other: \_\_\_\_\_

Case Number  FBI # or SID # (if applicable)   
09-2419

**For USCIS Use Only.**

Returned	Receipt
Date	
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Resubmitted	
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Reloc Sent	
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Date	
Reloc Rec'd	
Date	
Date	

**Remarks**

**Part 3. Criminal acts.**

1. The applicant is a victim of criminal activity involving or similar to violations of one of the following Federal, State or local criminal offenses. (Check all that apply.)

- |  |   |   |   |
|--|---|---|---|
| <input type="checkbox"/> Abduction                                 | <input checked="" type="checkbox"/> Female Genital Mutilation         | <input type="checkbox"/> Obstruction of Justice                         | <input type="checkbox"/> Slave Trade  |
| <input checked="" type="checkbox"/> Abusive Sexual Contact         | <input type="checkbox"/> Hostage                                      | <input type="checkbox"/> Peonage  | <input type="checkbox"/> Torture  |
| <input type="checkbox"/> Blackmail                                 | <input type="checkbox"/> Incest                                       | <input type="checkbox"/> Perjury  | <input type="checkbox"/> Trafficking  |
| <input type="checkbox"/> Domestic Violence                         | <input type="checkbox"/> Involuntary Servitude                        | <input type="checkbox"/> Prostitution                                   | <input type="checkbox"/> Unlawful Criminal Restraint                                    |
| <input type="checkbox"/> Extortion                                 | <input type="checkbox"/> Kidnapping                                   | <input type="checkbox"/> Rape   | <input type="checkbox"/> Witness Tampering  |
| <input type="checkbox"/> False Imprisonment                        | <input type="checkbox"/> Manslaughter                                 | <input checked="" type="checkbox"/> Sexual Assault                      | <input type="checkbox"/> Related Crime(s)   |
| <input type="checkbox"/> Felonious Assault                         | <input type="checkbox"/> Murder                                       | <input type="checkbox"/> Sexual Exploitation                            | <input type="checkbox"/> Other: (If more space needed, attach separate sheet of paper.) |
| <input type="checkbox"/> Attempt to commit any of the named crimes | <input type="checkbox"/> Conspiracy to commit any of the named crimes | <input type="checkbox"/> Solicitation to commit any of the named crimes |   |



Department of Homeland Security  
U.S. Citizenship and Immigration Services

**U Nonimmigrant Status Certification**

**START HERE - Please type or print in black ink.**

**Part 1. Victim information.**

Family Name: [REDACTED] Given Name: [REDACTED] Middle Name: [REDACTED]

Other Names Used (Include maiden name/nickname):  
NONE

Date of Birth (mm/dd/yyyy): 06/29/1998 Gender:  Male  Female

**Part 2. Agency information.**

Name of Certifying Agency: CLAREMONT POLICE DEPT.

Name of Certifying Official: William Hall Title and Division/Office of Certifying Official: SUPPORT SERVICES SUPERVISOR

Name of Head of Certifying Agency: PAUL COOPER, CHIEF

Agency Address - Street Number and Name: 570 W. BONITA AVE Suite #: [REDACTED]

City: CLAREMONT State/Province: CA Zip/Postal Code: 91711

Daytime Phone # (with area code and/or extension): 909-389-5411 Fax # (with area code): 909-389-5435

Agency Type:  Federal  State  Local

Case Status:  On-going  Completed  Other: \_\_\_\_\_

Certifying Agency Category:  Judge  Law Enforcement  Prosecutor  Other: \_\_\_\_\_

Case Number: 09-2419 FBI # or SID # (if applicable): [REDACTED]

**For USCIS Use Only.**

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Resubmitted	
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Reloc Sent	
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Reloc Rec'd	
Date	
Date	
Remarks	

**Part 3. Criminal acts.**

1. The applicant is a victim of criminal activity involving or similar to violations of one of the following Federal, State or local criminal offenses. (Check all that apply.)

<input type="checkbox"/> Abduction	<input checked="" type="checkbox"/> Female Genital Mutilation	<input type="checkbox"/> Obstruction of Justice	<input type="checkbox"/> Slave Trade
<input checked="" type="checkbox"/> Abusive Sexual Contact	<input type="checkbox"/> Hostage	<input type="checkbox"/> Peonage	<input type="checkbox"/> Torture
<input type="checkbox"/> Blackmail	<input type="checkbox"/> Incest	<input type="checkbox"/> Perjury	<input type="checkbox"/> Trafficking
<input type="checkbox"/> Domestic Violence	<input type="checkbox"/> Involuntary Servitude	<input type="checkbox"/> Prostitution	<input type="checkbox"/> Unlawful Criminal Restraint
<input type="checkbox"/> Extortion	<input type="checkbox"/> Kidnapping	<input type="checkbox"/> Rape	<input type="checkbox"/> Witness Tampering
<input type="checkbox"/> False Imprisonment	<input type="checkbox"/> Manslaughter	<input checked="" type="checkbox"/> Sexual Assault	<input type="checkbox"/> Related Crime(s)
<input type="checkbox"/> Felonious Assault	<input type="checkbox"/> Murder	<input type="checkbox"/> Sexual Exploitation	<input type="checkbox"/> Other: (If more space needed, attach separate sheet of paper.)
<input type="checkbox"/> Attempt to commit any of the named crimes	<input type="checkbox"/> Conspiracy to commit any of the named crimes	<input type="checkbox"/> Solicitation to commit any of the named crimes	[REDACTED]



**Part 4. Helpfulness of the victim. (Continued.)**

5. Other, please specify.

**Part 5. Family members implicated in criminal activity.**

1. Are any of the victim's family members believed to have been involved in the criminal activity of which he or she is a victim?  Yes  No

2. If "Yes," list relative(s) and criminal involvement. (Attach extra reports or extra sheet(s) of paper if necessary.)

Full Name	Relationship	Involvement
[REDACTED]	UNCLE	288(a)PC SUSPECT

**Part 6. Certification.**

I am the head of the agency listed in Part 2 or I am the person in the agency who has been specifically designated by the head of the agency to issue U nonimmigrant status certification on behalf of the agency. Based upon investigation of the facts, I certify, under penalty of perjury, that the individual noted in Part 1 is or has been a victim of one or more of the crimes listed in Part 3. I certify that the above information is true and correct to the best of my knowledge, and that I have made, and will make no promises regarding the above victim's ability to obtain a visa from the U.S. Citizenship and Immigration Services, based upon this certification. I further certify that if the victim unreasonably refuses to assist in the investigation or prosecution of the qualifying criminal activity of which he/she is a victim, I will notify USCIS.

Signature of Certifying Official Identified in Part 2.

[Signature]

Date (mm/dd/yyyy)

4/29/13

# Case 4

**Form I-918 Supplement B,  
U Nonimmigrant Status Certification**

Department of Homeland Security  
U.S. Citizenship and Immigration Services

**START HERE - Please type or print in black ink.**

**Part 1. Victim Information**

Family Name: [REDACTED] Given Name: [REDACTED] Surname: [REDACTED]

Other Names Used (Include maiden name/nickname):  
[REDACTED]

Date of Birth (mm/dd/yyyy): 07/05/1979 Gender:  Male  Female

**Part 2. Agency Information**

Name of Certifying Agency: CLAREMONT POLICE DEPT.

Name of Certifying Official: M. CISZEK Title and Division/Office of Certifying Official: LIEUTENANT / DETECTIVE BUREAU

Name of Head of Certifying Agency: PAUL COOPER

Agency Address - Street Number and Name: 570 W. BONITA AVE Suite No.:

City: CLAREMONT State/Province: CA Zip/Postal Code: 91711

Daytime Phone No. (with area code and/or extension): 909-399-5411 Fax No. (with area code): 909-399-5435

Agency Type:  Federal  State  Local

Case Status:  On-going  Completed  Other:

Certifying Agency Category:  Judge  Law Enforcement  Prosecutor  Other:

Case Number: 1301731 FBI No. or SID No. (if applicable):

**Part 3. Criminal Acts**

1. The applicant is a victim of criminal activity involving or similar to violations of one of the following Federal, State or local criminal offenses. (Check all that apply.)

- |  |   |   |  |
|--|---|---|--|
| <input type="checkbox"/> Abduction                                 | <input type="checkbox"/> Female Genital Mutilation                    | <input type="checkbox"/> Obstruction of Justice                         | <input type="checkbox"/> Slave Trade   |
| <input type="checkbox"/> Abusive Sexual Contact                    | <input type="checkbox"/> Hostage                                      | <input type="checkbox"/> Peonage  | <input type="checkbox"/> Torture   |
| <input type="checkbox"/> Blackmail                                 | <input type="checkbox"/> Incest                                       | <input type="checkbox"/> Perjury  | <input type="checkbox"/> Trafficking   |
| <input type="checkbox"/> Domestic Violence                         | <input type="checkbox"/> Involuntary Servitude                        | <input type="checkbox"/> Prostitution                                   | <input type="checkbox"/> Unlawful Criminal Restraint   |
| <input type="checkbox"/> Extortion                                 | <input type="checkbox"/> Kidnapping                                   | <input type="checkbox"/> Rape   | <input type="checkbox"/> Witness Tampering   |
| <input type="checkbox"/> False Imprisonment                        | <input type="checkbox"/> Manslaughter                                 | <input type="checkbox"/> Sexual Assault                                 | <input type="checkbox"/> Related Crime(s)  |
| <input type="checkbox"/> Felonious Assault                         | <input type="checkbox"/> Murder                                       | <input type="checkbox"/> Sexual Exploitation                            | <input checked="" type="checkbox"/> Other: (If more space needed, attach separate sheet of paper.) |
| <input type="checkbox"/> Attempt to commit any of the named crimes | <input type="checkbox"/> Conspiracy to commit any of the named crimes | <input type="checkbox"/> Solicitation to commit any of the named crimes | <b>ROBBERY</b>   |

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Returned	Receipt
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Reloc Sent	
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Reloc Rec'd	
Date	
Date	
Remarks	

**Part 3. Criminal Acts (continued)**

2. Provide the date(s) on which the criminal activity occurred.

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

06/14/2013			
------------	--	--	--

3. List the statutory citation(s) for the criminal activity being investigated or prosecuted, or that was investigated or prosecuted.

211 P.C. - ROBBERY

4. Did the criminal activity occur in the United States, including Indian country and military installations, or the territories or possessions of the United States?  Yes  No

a. Did the criminal activity violate a Federal extraterritorial jurisdiction statute?  Yes  No

b. If "Yes," provide the statutory citation providing the authority for extraterritorial jurisdiction.

c. Where did the criminal activity occur?

366 S. INDIAN HILL BL. CLAREMONT CA 91711

5. Briefly describe the criminal activity being investigated and/or prosecuted and the involvement of the individual named in Part 1. Attach copies of all relevant reports and findings.

██████ WAS A CLERK AT YUM YUM DONUTS WHEN SUSPECT ENTERED BUSINESS, BRANDISHED A GUN AND DEMANDED CASH FROM THE REGISTER.

6. Provide a description of any known or documented injury to the victim. Attach copies of all relevant reports and findings.

N/A

**Part 4. Helpfulness of the Victim**

The victim (or parent, guardian or next friend, if the victim is under the age of 16, incompetent or incapacitated.):

1. Possesses information concerning the criminal activity listed in Part 3.  Yes  No

2. Has been, is being or is likely to be helpful in the investigation and/or prosecution of the criminal activity detailed above. (Attach an explanation briefly detailing the assistance the victim has provided.)  Yes  No  
IDENTIFIED SUSPECT IN LIVE LINE-UP.

3. Has not been requested to provide further assistance in the investigation and/or prosecution. (Example: prosecution is barred by the statute of limitation.) (Attach an explanation.)  Yes  No  
SUSPECT TOOK 2 YR PRISON TERM

4. Has unreasonably refused to provide assistance in a criminal investigation and/or prosecution of the crime detailed above. (Attach an explanation.)  Yes  No

**Part 4. Helpfulness of the Victim (continued)**

5. Other, please specify.

SUSPECT WAS ARRESTED ON ANOTHER CHARGE. OFFICER BELIEVED SUSPECT WAS INVOLVED IN THIS CASE. VICTIM RESPONDED TO POLICE DEPARTMENT FOR A LIVE SUSPECT IDENTIFICATION. VICTIM POSITIVELY IDENTIFIED THE SUSPECT.

**Part 5. Family Members Implicated in Criminal Activity**

1. Are any of the victim's family members believed to have been involved in the criminal activity of which he or she is a victim?  Yes  No

2. If "Yes," list relative(s) and criminal involvement. (Attach extra reports or extra sheet(s) of paper if necessary.)

Full Name	Relationship	Involvement

**Part 6. Certification**

I am the head of the agency listed in Part 2 or I am the person in the agency who has been specifically designated by the head of the agency to issue U nonimmigrant status certification on behalf of the agency. Based upon investigation of the facts, I certify, under penalty of perjury, that the individual noted in Part 1 is or has been a victim of one or more of the crimes listed in Part 3. I certify that the above information is true and correct to the best of my knowledge, and that I have made, and will make no promises regarding the above victim's ability to obtain a visa from the U.S. Citizenship and Immigration Services, based upon this certification. I further certify that if the victim unreasonably refuses to assist in the investigation or prosecution of the qualifying criminal activity of which he/she is a victim, I will notify USCIS.

Signature of Certifying Official Identified in Part 2.

Date (mm/dd/yyyy)

Michael E. Cozart #3108

07/03/2013



Actual Attorney Contracts  
showing validity of \$364 hourly  
billing rate in FY 18-19 Cost  
Estimate



**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

Indian Wells  
(760) 589-2611

Irvine  
(949) 263-2600

Los Angeles  
(213) 617-8100

Ontario  
(909) 989-8584

3750 University Avenue, Suite 125, P.O. Box 1028, Riverside, CA 92502  
Phone: (951) 686-1450 | Fax: (951) 686-3083 | www.bbklaw.com

Sacramento  
(916) 325-4000

San Diego  
(619) 525-1300

Walnut Creek  
(925) 977-3300

Washington, DC  
(202) 785-0600

**William Hendertilo**  
(951) 826-8390  
william.hendertilo@bbklaw.com

June 26, 2017

City of Claremont  
Attn: Dawn Crandall  
Post Office Box 880  
Claremont, CA 91711-0880

Re: Biannual Notice of Automatic Increase in Legal Services Rates based upon CPI

Dear Valued Best Best & Krieger LLP Client,

In accordance with our current agreement, the hourly rates are to adjust on July 1st of every other year, in accordance with the All Urban Consumer Price Index, Los Angeles-Riverside-Orange County, CA Area, most recent 12-month published. The Index has increased by 2.5%, therefore, the hourly rates will be:

**Monthly Fee & Cost Retainer:** \$ 19,748.00

<u>Special Services</u>	<u>Rate/Hr.</u>	<u>Third Party Reimbursable</u>	
Attorneys	\$ 265.00	Partner/Of Counsel	\$ 364.00
Non-Attorneys	\$ 141.00	Associate/Associate 2	\$ 286.00
		Non-Attorneys	\$ 171.00

**Complex Legal Services**

Attorneys	\$ 364.00
Non-Attorneys	\$ 171.00

These rates will adjust automatically on July 1, 2017.

Best Best & Krieger sincerely appreciates your continuing loyalty and the choice of our firm for your legal services. If you have any questions about this or any of our billing policies, please contact your BB&K attorney, Sonia Carvalho.

Sincerely,

William Hendertilo  
Assistant Billing Manager  
for BEST BEST & KRIEGER LLP

cc



**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

Indian Wells  
(760) 568-2611  
Irvine  
(949) 263-2600  
Los Angeles  
(213) 617-8100  
Ontario  
(909) 989-8584

3750 University Avenue, Suite 125, P.O. Box 1028, Riverside, CA 92502  
Phone: (951) 686-1450 | Fax: (951) 686-3083 | www.bbklaw.com

Sacramento  
(916) 325-4000  
San Diego  
(619) 525-1300  
Walnut Creek  
(925) 977-3300  
Washington, DC  
(202) 785-0600

**William Hendertilo**  
(951) 826-8390  
william.hendertilo@bbklaw.com

RECEIVED  
JUL 05 2016

June 27, 2016

Financial Services

Dawn Crandall  
City of Claremont  
P.O. Box 880  
Claremont, CA 91711-0880

Re: Annual Notice of Automatic Increase in Legal Services Rates based upon CPI

Dear Valued Best Best & Krieger LLP Client,

In accordance with our current agreement, the hourly rates are to adjust on July 1st of each year, in accordance with the All Urban Consumer Price Index, Los Angeles-Riverside-Orange County, CA, most recent 12-month published. The Index has increased by 1.5%, therefore, the hourly rates will be:

**Monthly Fee & Cost Retainer:** \$19,285.00

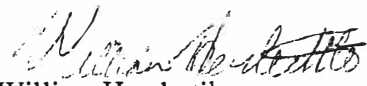
<u>Basic Services</u>	<u>Rate/Hr.</u>	<u>Special Services</u>	<u>Rate/Hr.</u>
Partner / Of Counsel	\$ 238.00	Attorneys	\$ 259.00
Associate	\$ 200.00	Non-Attorneys	\$ 138.00
Associate 2	\$ 172.00		
Non-Attorneys	\$ 128.00		

<u>Complex Legal Services</u>	<u>Rate/Hr.</u>	<u>Third Party Reimbursable Legal Services</u>	<u>Rate/Hr.</u>
Attorneys	\$ 355.00	Partner / Of Counsel	\$ 355.00
Non-Attorneys	\$ 167.00	Associate / Associate 2	\$ 279.00
		Non-Attorneys	\$ 167.00

These rates will automatically be adjusted on July 1, 2016.

Best Best & Krieger sincerely appreciates your continuing loyalty and the choice of our firm for your legal services. If you have any questions about this or any of our billing policies, please contact your BB&K attorney, Sonia Carvalho.

Sincerely,

  
William Hendertilo  
Assistant Billing Manager  
for BEST BEST & KRIEGER LLP

**LEGAL SERVICES AGREEMENT  
BETWEEN THE CITY OF CLAREMONT  
AND BEST BEST & KRIEGER LLP**

**1. PARTIES AND DATE.**

This Agreement is made and entered into as of the 26 day of May, 2015, by and between the CITY OF CLAREMONT ("Client") and BEST BEST & KRIEGER LLP, a limited liability partnership, engaged in the practice of law ("BB&K").

**2. RECITALS.**

2.1 Client wishes to engage the services of BB&K as its General Counsel to perform all necessary legal services for the Client on the terms set forth below.

**3. TERMS.**

3.1 Term. The term of this Agreement shall commence on May 26, 2015, and shall continue in full force and effect until terminated in accordance with Section 3.13.

3.2 Scope of Services. BB&K shall serve as General Counsel and shall perform legal services ("Services") as may be required from time to time by the Client as set forth by this Agreement, unless otherwise agreed to by the Client and BB&K. As part of the Services to be performed hereunder, BB&K shall be responsible for the following:

3.2.1 Attend and represent the City's legal interests at all City Council meetings (including Closed and Study Sessions), Planning Commission, and other meetings of Commissions and Committees on an as needed basis specified by the City. The City Attorney will maintain regular office hours at City Hall, the City Attorney will be expected to attend all meetings of the City Council and the Assistant City Attorney will be expected to attend all Planning and other Commission meetings as requested, when needed, unless excused by the City Council or City Manager. Regular City Council meetings are held the second and fourth Tuesday of each month at 6:30pm, with closed sessions scheduled earlier. Provide legal opinions, advice, assistance and consultation to the City Council, City Manager and City staff related to municipal law issues, including, but not limited to, the Brown Act, the Public Records Act, election law, contracts and franchises, real estate and property transactions, land use, environmental law/CEQA, public improvements/capital projects, code enforcement, pending and current state and federal legislation and court decisions, tort liability and risk management, fees, taxes, assessments, Proposition 218 and other matters as directed.

3.2.2 Provide such routine legal opinions, advice, assistance and consultation to the City Council, City Manager and City staff in written or oral form via personal consultations or telephone/e-mail correspondence as needed.

3.2.3 Review, approve and/or prepare legal opinions, staff reports, ordinances, resolutions, agreements, contracts, forms, notices, certificates, deeds, leases/licenses, and other documents required by the City.

3.2.4 Represent the City in civil litigation brought on behalf of or against the City, as directed by the City Council.

3.2.5 Maintain effective in-house capabilities required to provide additional expertise and advice to the City as necessary.

3.2.6 Provide training and/or advice to the City Council, appointed Commissioners, and City staff related to the Brown Act, AB 1234/conflict of interest, Political Reform Act, meeting parliamentary procedures, and other legal requirements imposed by statute.

3.2.7 Act as legal counsel to agencies the City Council serves as governing body to.

3.2.8 Communicate with the press regarding City legal matters when authorized to do so by the City Manager or City Council.

3.2.9 Provide written updates to new state or federal legislation or judicial decisions and suggest action or procedures to ensure compliance.

3.2.10 Perform all duties of the City Attorney as provided in the Claremont Municipal Code.

3.3 Designated General Counsel. **SONIA R. CARVALHO** shall be designated as City Attorney, and shall be responsible for the performance of all Services under this Agreement, including the supervision of Services performed by other members of BB&K. No change in this assignment shall be made without the consent of the Client. Client consent may be provided by action of the City Council or in writing by the City Manager.

3.4 Time of Performance. The Services of BB&K shall be performed expeditiously in the time frames and as directed by the Client.

3.5 Assistance. The Client agrees to provide all information and documents necessary for the attorneys at BB&K to perform their obligations under this Agreement.

3.6 Independent Contractor. BB&K shall perform all legal services required under this Agreement as an independent contractor of the Client and shall remain, at all times as to the Client, a wholly independent contractor with only such obligations as are required under this Agreement. Neither the Client, nor any of its employees, shall have any control over the manner, mode or means by which BB&K, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. The Client shall have no voice in the selection, discharge, supervision or control of BB&K's employees, representatives or agents, or in fixing their number, compensation, or hours of service.

3.7 Services and Compensation. BB&K shall render and bill for legal services in the following categories and at the following rates, in accordance with the BB&K Billing Policies attached hereto as Exhibit "B" and incorporated herein by reference. BB&K shall provide Basic Legal Services and Client shall pay BB&K a flat monthly retainer of \$19,000.00 per month for such Basic Legal Services. In addition to the flat monthly amount, BB&K may bill within the retainer invoice any extraordinary travel, copying, electronic research or third-party administrative charges related to the provision of Basic Legal Services.

3.7.1 Basic Legal Services – Description. Basic Legal Services shall include all services provided to Client which are not otherwise specifically identified below as either Special Legal Services, Complex Legal Services, Third Party Reimbursable Legal Services or Public Finance Legal Services (“Basic Legal Services”).

3.7.2 Basic Legal Services – Rates. The Client shall pay for Basic Legal Services according to Exhibit “C” attached.

3.7.3 Special Legal Services – Description. Special Legal Services shall include the following types of services:

- Litigation and formal administrative or other adjudicatory hearing matters, including Pitchess motions and other police litigation matters
- Labor relations and employment matters. (excluding employee negotiations)
- Non-routine real estate matters (e.g. CC&R’s, deed or title work)
- Land acquisition and disposal matters (including pre-condemnation)
- General Redevelopment/successor agency and housing matters
- Utility Board, electric and water utility matters
- Taxes, fees and charges matters (e.g. Prop. 218 & Mitigation Fee Act)
- Public construction disputes
- Non-routine contract negotiation matters (including non-BB&K model agreements and franchise agreements)
- Non-routine land use and development matters (including general plan updates, Williamson Act issues, annexations and development agreements)
- Bankruptcy-related matters
- CEQA, other environmental matters and solid waste matters
- Telecommunications matters
- Advocacy services
- Other matters mutually agreed upon

3.7.4 Special Legal Services – Rates. The Client shall pay for Special Legal Services according to Exhibit “C” attached.

3.7.5 Complex Legal Services – Description. Complex Legal Services shall include highly specialized CEQA and environmental matters such as the current Golden State Water Company matters. This distinction will be agreed upon by both parties before such rates are charged.

3.7.6 Complex Legal Services – Rates. The Client shall pay for Complex Legal Services according to Exhibit “C” attached.

3.7.7 Third Party Reimbursable Legal Services – Description. Third Party Reimbursable Legal Services shall include legal services provided to the City for which the City receives reimbursement from a developer or other third party. These Reimbursable Legal Services typically include litigation for which the City is indemnified by a project applicant, CEQA and land use planning review, review of CC&Rs, establishment of financing districts (i.e., Community Facilities Districts, Assessment Districts, Landscape and Lighting Maintenance Districts), and land use/environmental projects for which the City is entitled to reimbursement.

3.7.8 Third Party Reimbursable Legal Services – Rates. The Client shall pay for Third Party Reimbursable Legal Services according to Exhibit “C” attached.

3.7.9 Public Finance Legal Services – Description and Rates. The Client shall pay for Public Finance Legal Services at the rates attached hereto as Exhibit “A” and incorporated herein by reference.

3.7.10 Agreement Regarding Rate Categories. If BB&K believes that a matter falls within the Special Legal Services, Complex Legal Services, Third Party Reimbursable Legal Services or Public Finance Legal Services rate categories, BB&K shall seek approval from the City Manager or his/her designee. The City Manager’s or his designee’s approval of such a request from BB&K shall not be unreasonably withheld.

3.7.11 Other Billing Personnel. Additional billing personnel shall bill at the rates included in Exhibit “C” for all services performed.

3.7.12 Annual Adjustments; Other Mutual Adjustments. The rates or amounts provided for in Sections 3.7.1 through 3.7.8 and 3.7.11 shall be automatically adjusted as follows: On July 1, 2016 and every July 1st thereafter during the term of this Agreement, they shall be adjusted for the change in the cost of living for the twelve (12) month period published for the month of May, as shown by the U.S. Department of Labor in its All Urban Consumers Index set forth for the Los Angeles-Anaheim-Riverside area; provided, however, that such adjustment shall never be lower than zero percent (0%) nor more than three percent (3%). In addition to the automatic rate adjustments, either BB&K or the Client may initiate consideration of a rate increase at any time; provided, however, that such an additional rate increase shall not occur without the express written consent of the Client.

3.7.13 Cost Reimbursement and Exceptions. The Client shall reimburse BB&K for reasonable and necessary expenses incurred by it in the performance of the Services under this Agreement. Authorized reimbursable expenses shall include, but are not limited to, printing and copying expenses, mileage expenses at the rate allowed by the Internal Revenue Service, toll road expenses, long distance telephone and facsimile tolls, computerized research time (e.g. Lexis or Westlaw), research services performed by BB&K’s library staff, extraordinary mail or delivery costs (e.g. courier, overnight and express delivery), court fees and similar costs relating to the Services that are generally chargeable to a client. However, no separate charge shall be made by BB&K for secretarial or word processing services.

3.8 Billing. BB&K shall submit monthly to the Client a detailed statement of account for Services. The Client shall review BB&K’s monthly statements and pay BB&K for Services rendered and costs incurred, as provided for in this Agreement, on a monthly basis.

3.9 Annual Reviews. The Client and BB&K agree that a review of performance and the compensation amounts referenced in this Agreement should occur at least annually.

3.10 Insurance. BB&K carries errors and omissions insurance with Lloyd’s of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California. A separate schedule containing BB&K’s insurance policies will be available for inspection upon Client’s request.

3.11 Attorney-Client Privilege. Confidential communication between the Client and BB&K shall be covered by the attorney-client privilege. As used in this article, "confidential communication" means information transmitted between the Client and BB&K in the course of the relationship covered by this Agreement and in confidence by a means which, so far as the Client is aware, discloses the information to no third persons other than those who are present to further the interests of the Client in the consultation or those to whom disclosure is reasonably necessary for the transmission of the information or the accomplishment of the purpose for which BB&K is consulted, and includes any legal opinion formed and advice given by BB&K in the course of this relationship.

3.12 Indemnification. BB&K shall indemnify and hold the Client free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, to the extent arising out of any omissions, negligence or willful misconduct of BB&K in connection with the performance of the Services under this Agreement. BB&K shall reimburse the Client for any and all legal expenses and costs incurred by Client in connection therewith or in enforcing the indemnity herein provided.

3.13 Termination of Agreement and Legal Services. This Agreement and the Services rendered under it may be terminated at any time upon thirty (30) days' prior written notice from either party, with or without cause. In the event of such termination, BB&K shall be paid for all Services authorized by the Client and performed up through and including the effective date of termination. BB&K shall also be reimbursed for all costs associated with transitioning any files or other data or documents to a new law firm or returning them to the Client.

3.14 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.15 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.16 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

3.17 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel or otherwise.

3.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.19 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.20 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:



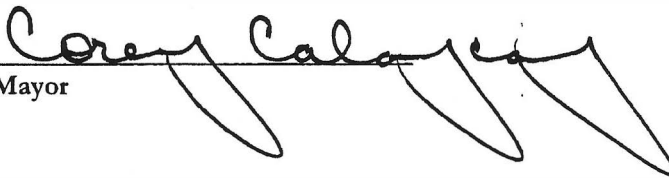
Client: City of Claremont  
207 Harvard Avenue  
Claremont, CA 91711  
Attention: City Manager

BB&K: Best Best & Krieger LLP  
18101 Von Karman Avenue, Suite 1000  
Irvine, CA 92612  
Attention: Sonia R. Carvalho, Partner

Such notices shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

IN WITNESS WHEREOF, the Client and BB&K have executed this Agreement for City Attorney Legal Services as of the date first written above.

**CITY OF CLAREMONT**

By:   
Mayor

**BEST BEST & KRIEGER LLP**

By:   
Sonia R. Carvalho  
Partner

EXHIBIT "A"

**BB&K SCHEDULE OF PUBLIC FINANCE FEES**

For bond counsel and special counsel services in connection with the financing of public facilities, BB&K shall be compensated, depending upon the type of bonds, certificates of participation or other obligations which are to be issued, based on the following schedules. Unless otherwise mutually agreed, our fees as bond counsel on these financings will be payable from proceeds of each series of the bonds upon their issuance.

1. Certificates of Participation and Revenue Bonds. For services in connection with the issuance and sale of certificates of participation and revenue bonds, BB&K shall be paid a fee which will be the greater of (i) \$35,000 or (ii) an amount based on the total principal amount of the certificates of participation or bonds to be sold, computed as follows:

.50% of the first \$10 million of the amount of the certificates or bonds issued, plus

.25% of the next \$10 million of the amount thereof, plus

.125% of the amount thereof, if any, over \$20 million

Notwithstanding the foregoing, in those cases where the fees are reimbursable by a third party, at BB&K's option it may proceed on an hourly basis and utilize the Third Party Reimbursable Legal Services category provided for in Section 3.7 of the Agreement.

2. Community Facilities Districts ("CFD"). For services in connection with the issuance and sale of bonds of community facilities districts, BB&K shall be paid a fee which will be the greater of (i) \$35,000 or (ii) an amount based on the total principal amount of the bonds to be sold, computed as follows:

.50% of the first \$10 million of the amount of the bonds issued, plus

.25% of the next \$10 million of the amount thereof, plus

.125% of the amount thereof, if any, over \$20 million

Notwithstanding the foregoing, in those cases where the fees are reimbursable by a third party, at BB&K's option it may proceed on an hourly basis and utilize the Third Party Reimbursable Legal Services category provided for in Section 3.7 of the Agreement with respect to services rendered for the formation of or annexation to a CFD, as well as the negotiation and preparation of funding agreements and joint financing agreements. Hourly compensation shall be payable solely from deposits of third parties and bond counsel fees shall be payable solely from the proceeds of the sale of bonds.

3. Assessment Districts ("AD"). For services in connection with the issuance and sale of bonds of assessment districts, BB&K shall be paid a fee which will be the greater of (i) \$35,000 or (ii) an amount based on the total principal amount of the bonds to be sold, computed as follows:

- .50% of the first \$6 million of the amount of the bonds issued, plus
- .25% of the next \$10 million of the amount thereof, plus
- .125% of the amount thereof, if any, over \$16 million

Notwithstanding the foregoing, in those cases where the fees are reimbursable by a third party, at BB&K's option it may proceed on an hourly basis and utilize the Third Party Reimbursable Legal Services category provided for in Section 3.7 of the Agreement with respect to services rendered for the formation of or annexation to an AD, as well as the negotiation and preparation of funding agreements and joint financing agreements. Hourly compensation shall be payable solely from deposits of third parties and bond counsel fees shall be payable solely from the proceeds of the sale of bonds.

4. Tax Allocation Bonds. For services in connection with the issuance and sale of tax allocation bonds, BB&K shall be paid a fee which will be the greater of (i) \$35,000, or (ii) an amount based on the total principal amount of the bonds to be sold, computed as follows:

- .50% of the first \$6 million of the amount of bonds issued, plus
- .25% of the next \$4 million of the amount of bonds issued, plus
- .20% of the next \$5 million of the amount of bonds issued, plus
- .15% of the next \$5 million of the amount of bonds issued, plus
- .125% of the amount thereof, if any, over \$20 million

Notwithstanding the foregoing, in those cases where the fees are reimbursable by a third party, at BB&K's option it may proceed on an hourly basis and utilize the Third Party Reimbursable Legal Services category provided for in Section 3.7 of the Agreement.

5. Investment and Other Agreements. For investment agreements, derivative transactions or interest rate swaps relating to any bond issue, a separate fee will be charged depending on the type of derivative. Generally, our fee for a derivative transaction mirrors our bond counsel fee. Review of investment agreements will be charged at our hourly rates.

6. Issuer's Counsel Opinions. For all Issuer's Counsel opinions provided by BB&K in connection with any bond financing, fees shall be the following: (1) for opinions on financings for which BB&K does not provide bond counsel and disclosure counsel services, \$10,000; (2) for opinions on financings for which BB&K provides bond counsel services only, \$5,000; (3) for opinions on financings for which BB&K provides disclosure counsel services only, \$2,500; and (4) for opinions on financings for which BB&K provides both bond and disclosure counsel services, there will be no charge.

7. Other Public Finance Services. If other services are requested by the City which are not within the scope of those provided for above, they will be performed on an hourly basis at the Complex Legal Services category provided for in Section 3.7 of the Agreement.

## EXHIBIT "B"

### BILLING POLICIES

Our century of experience has shown that the attorney-client relationship works best when there is mutual understanding about fees, expenses, billing and payment terms. Therefore, this statement is intended to explain our billing policies and procedures. Clients are encouraged to discuss with us any questions they have about these policies and procedures. Clients may direct specific questions about a bill to the attorney with whom the client works or to our Accounting Department. Any specific billing arrangements different from those set forth below will be confirmed in a separate written agreement between the client and the firm.

#### Fees for Professional Services

Unless a flat fee is set forth in our engagement letter with a client, our fees for the legal work we undertake will be based in substantial part on time spent by personnel in our office on that client's behalf. In special circumstances which will be discussed with the client and agreed upon in writing, fees will be based upon the novelty or difficulty of the matter, or the time or other special limitations imposed by the client.

Hourly rates are set to reflect the skill and experience of the attorney or other legal personnel rendering services on the client's behalf. Time is accrued on an incremental basis for such matters as telephone calls (minimum .3 hour) and letters (minimum .5 hour), and on an actual basis for all other work. Our attorneys are currently billed at rates from \$245 to \$725 per hour, and our administrative assistants, research assistants, paralegals and law clerks are billed at rates from \$136 to \$275 per hour. These hourly rates are reviewed annually to accommodate rising firm costs and to reflect changes in attorney status as lawyers attain new levels of legal experience. Any increases resulting from such reviews will be instituted automatically and will apply to each affected client, after advance notice.

#### Fees for Other Services, Costs and Expenses

We attempt to serve all our clients with the most effective support systems available. Therefore, in addition to fees for professional legal services, we also charge separately for some other services and expenses to the extent of their use by individual clients. These charges include but are not limited to, mileage at the current IRS approved rate per mile, extraordinary telephone and document delivery charges, copying charges, computerized research, court filing fees and other court-related expenditures including court reporter and transcription fees. No separate charge is made for secretarial or word processing services; those costs are included within the above hourly rates.

We may need to advance costs and incur expenses on your behalf on an ongoing basis. These items are separate and apart from attorneys' fees and, as they are out-of-pocket charges, we need to have sufficient funds on hand from you to pay them when due. We will advise the client

from time to time when we expect items of significant cost to be incurred, and it is required that the client send us advances to cover those costs before they are due.

#### Advance Deposit Toward Fees and Costs

Because new client matters involve both a substantial undertaking by our firm and the establishment of client credit with our accounting office, we require an advance payment from clients. The amount of this advance deposit is determined on a case-by-case basis discussed first with the client, and is specified in our engagement letter.

Upon receipt, the advance deposit will be deposited into the firm's client trust account. Our monthly billings will reflect such applications of the advance deposit to costs and not to attorneys' fees. At the end of engagement, we will apply any remaining balance first to costs and then to fees. We also reserve the right to require increases or renewals of these advanced deposits.

By signing the initial engagement letter, each client is agreeing that trust account balances may be withdrawn and applied to costs as they are incurred and to our billings, after presentation to the client. If we succeed in resolving your matter before the amounts deposited are used, any balance will be promptly refunded.

#### Monthly Invoices and Payment

Best Best & Krieger LLP provides our clients with monthly invoices for legal services performed and expenses incurred. Invoices are due and payable upon receipt.

Each monthly invoice reflects both professional and other fees for services rendered through the end of the prior month, as well as expenses incurred on the client's behalf that have been processed by the end of the prior month. Processing of some expenses is delayed until the next month and billed thereafter.

Our fees are not contingent upon any aspect of the matter and are due upon receipt. All billings are due and payable within ten (10) days of presentation unless the full amount is covered by the balance of an advance held in our trust account.

It is our policy to treat every question about a bill promptly and fairly. It is also our policy that if a client does not pay an invoice within sixty (60) days of mailing, we assume the client is, for whatever reason, refusing to pay. We will then advise the client by letter that the client may pay the invoice within fourteen (14) days or the firm will take appropriate steps to withdraw as attorney of record. If the delay is caused by a problem in the invoice, we must rely upon the client to raise that with us during the fourteen (14) day period. This same policy applies to fee arrangements which require the client to replenish fee deposits or make deposits for anticipated costs.

From time to time clients have questions about the format of the bill or description of work performed. If you have any such questions, please ask them when you receive the bill so we may address them on a current basis.

Changes in Fee Arrangements and Budgets

It may be necessary under certain circumstances for a client to increase the size of required advances for fees after the commencement of our engagement and depending upon the scope of the work. For example, prior to a protracted trial or hearing, the firm may require a further advance payment to the firm's trust account sufficient to cover expected fees. Any such changes in fee arrangements will be discussed with the client and mutually agreed in writing.

Because of the uncertainties involved, any estimates of anticipated fees that we provide at the request of a client for budgeting purposes, or otherwise, can only be an approximation of potential fees.

**EXHIBIT "C"**

**FEE SCHEDULE**

Basic Legal Services – Description and Rate. Basic Legal Services shall include all services provided to Client that are not otherwise specifically identified below as either Special Legal Services, Complex Legal Services, Third Party Reimbursable Legal Services, or Public Finance Legal Services ("Basic Legal Services"). The Client shall pay for Basic Legal Services at the flat rate monthly retainer amount of \$19,000 per month.

Special Legal Services – Rates. The Client shall pay for Special Legal Services at the blended hourly rate of \$255 per hour for all attorneys and \$136 per hour for paralegals and law clerks.

Complex Legal Services – Rates. The Client shall pay for Complex Legal Services at the blended hourly rate of \$350 per hour for all attorneys and \$165 per hour for paralegals and law clerks.

Third Party Reimbursable Legal Services – Rates. The Client shall pay for Third Party Reimbursable Legal Services at the following hourly rates:

<b>Attorney</b>	<b>Hourly Rate</b>
Partner/Of Counsel:	\$350 per hour
Associates:	\$275 per hour
Paralegals/Law Clerks	\$165 per hour

**LEGAL SERVICES AGREEMENT  
BETWEEN THE CITY OF CLAREMONT  
AND RUTAN & TUCKER, LLP**

1. **PARTIES AND DATE.** This Agreement is made and entered into as of the 13th day of March 2018, by and between the CITY OF CLAREMONT (“Client” or “City”) and RUTAN & TUCKER, LLP, a limited liability partnership, engaged in the practice of law (“Rutan”).

2. **RECITALS.**

2.1 Client wishes to engage the services of Rutan as its General Counsel and City Attorney to perform all necessary legal services for the Client on the terms set forth below.

2.2 This Agreement is required by California Business and Professions Code section 6148 and is intended to fulfill the requirements of that section.

3. **TERMS.**

3.1 **Term.** The term of this Agreement shall commence on March 13, 2018, and shall continue in full force and effect until March 12, 2023 unless terminated in accordance with Section 3.13. Subject to the term and conditions set forth below, Client may, at its option, extend the term of this Agreement for an additional five (5) years (“Renewal Term”) by written notice to Rutan within 60 days of March 23, 2023. Such extension notice by Client, alone, does not commit either party to this Agreement to such extension. If, within 30 days of notice by the Client of the intent to extend the terms of this contract, Rutan thereafter accepts the Client’s extension option in writing, the extended contract shall then be considered to include this option clause. The parties may, thereafter, extend the Renewal Term for an additional five (5) years by following the same procedure. Any reference in the Agreement to the Term shall be deemed to include the Renewal Term and apply thereto, unless it is expressly provided otherwise.

3.2 **Scope of Services.** Rutan shall serve as General Counsel and City Attorney for Client and shall perform legal services (“Services”) as may be required from time to time by the Client as set forth by this Agreement, unless otherwise agreed to in writing by the Client and Rutan. As part of the Services to be performed hereunder, Rutan shall be responsible for the following:

3.2.1 **Meeting Attendance.** The City Attorney will be expected to attend all meetings of the City Council (including Closed and Study Sessions), and the City Attorney will be expected to attend Planning and other Commission meetings, as requested, by the City Council or City Manager. Regular City Council meetings are currently held the second and fourth Tuesday of each month at 6:30pm, with Closed Sessions scheduled earlier on the same days. The City Attorney will maintain regular office hours at City Hall. The City Attorney will also attend weekly Department Head



meetings (currently held Wednesday mornings at 10:00am). Non-attendance at any of the above meetings may be excused, in advance, by the City Manager

**3.2.2 Legal Opinions, Advice and Assistance.** The City Attorney shall, as part of Rutan's scope of service and Rutan's Basic Legal Services (as referenced and described in Section 3.7) provide legal opinions, advice, assistance and consultation to the City Council, City Manager, and City staff related to municipal law issues, including, but not limited to, the Brown Act, the Public Records Act, election law, contracts and franchises, real estate and property transactions, land use, environmental law/CEQA, public improvements/capital projects, code enforcement, pending and current state and federal legislation and court decisions, tort liability and risk management, fees, taxes, assessments, Proposition 218 and other matters as directed. Further, City Attorney will act as legal counsel to agencies, boards, and bodies for which City serves as the governing body. Such routine legal opinions, advice, assistance and consultation to the City Council, City Manager and City staff will be provided in written or oral form via personal consultations or telephone/e-mail correspondence as needed.

**3.2.3 Legal Documents.** The City Attorney shall review, approve and/or prepare legal opinions, staff reports, ordinances, resolutions, agreements, contracts, forms, notices, certificates, deeds, leases/licenses, and other documents required by the City.

**3.2.4 Litigation.** The City Attorney shall represent the City in civil litigation brought on behalf of or against the City, as directed by the City Council only in the event such representation is not provided by the California JPIA and/or other pooling or insurance organization or as otherwise requested by Client.

**3.2.5 Expertise.** The City Attorney shall maintain effective in-house capabilities required to provide additional expertise and advice to the City as necessary.

**3.2.6 Training.** The City Attorney shall provide training and/or advice to the City Council, appointed Commissioners, and City staff related to the Brown Act, AB 1234/conflict of interest, Political Reform Act, meeting parliamentary procedures, contract, and other legal requirements imposed by statute.

**3.2.7 Press Communication.** The City Attorney will communicate with the press regarding City legal matters only when authorized to do so by the City Manager or City Council.

**3.2.8 Changes in Legislation/Case Law.** The City Attorney shall provide proactive written updates to new state or federal legislation or judicial decisions and suggest action or procedures to ensure compliance.

**3.2.9 Specific Duties.** In addition to the scope of services outlined herein, the City Attorney must perform all duties of the City Attorney as provided in the Claremont Municipal Code.

**3.3 Designated General Counsel.** ALISHA PATTERSON shall be designated as City Attorney, and must be responsible for the performance of all Services under this Agreement, including the supervision of Services performed by other members of Rutan. JEFFREY M. ODERMAN must serve as Assistant City Attorney. No change in this assignment may be made without the consent of the Client. Client consent may be provided by action of the City Council or in writing by the City Manager. The expertise, knowledge, capability, and reputation of ALISHA PATTERSON and JEFFREY M. ODERMAN were substantial inducements for City to enter into this Agreement. Therefore, Rutan shall not assign nor contract with any other person to perform Services under this Agreement without written approval of the City Manager or his or her designee, except as set forth in Exhibit B.

**3.4 Time of Performance.** The Services of Rutan shall be performed expeditiously within the time frames provided and as directed by the Client.

**3.5 Assistance.** The Client agrees to provide all information and documents necessary for the attorneys at Rutan to perform their obligations under this Agreement.

**3.6 Independent Contractor.** Rutan shall perform all legal services required under this Agreement as an independent contractor of the Client and shall remain, at all times as to the Client, a wholly independent contractor with only such obligations as are required under this Agreement. Neither the Client, nor any of its employees, shall have any control over the manner, mode or means by which Rutan, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. The Client shall have no voice in the selection, discharge, supervision or control of Rutan's employees, representatives or agents, or in fixing their number, compensation, or hours of service.

**3.7 Services and Compensation.** Rutan shall render and bill for legal services, costs, and expenses in the following categories and at the following rates, in accordance with the Rutan Billing Policies attached hereto as Exhibit "A" and incorporated herein by reference. Rutan shall provide the services outlined herein as well as those services outlined in the attached Cost Proposal Submittal Worksheet Exhibit B and Rutan's Basic Legal Services for which Client shall pay Rutan a flat monthly retainer of \$19,748.00 per month. In addition to the flat monthly amount, Rutan may bill within the retainer invoice any extraordinary travel, copying, electronic research or third-party administrative charges related to the provision of Basic Legal Services. Mileage shall not be reimbursed for travel to Claremont for normal meetings/office hours etc. by City Attorney and Assistant City Attorney.

**3.7.1 Basic Legal Services - Description.** Basic Legal Services shall include all services provided to Client which are not otherwise specifically identified below as either Special Legal Services, Complex Legal Services, Third Party Reimbursable Legal Services or Public Finance Legal Services ("Basic Legal Services"). The attached Cost Proposal Submittal Worksheet provides an outline of those services that are included in Basic Legal Services.

3.7.2 Basic Legal Services - Rates. The Client shall pay for Basic Legal Services according to Exhibit "C" attached.

3.7.3 Special Legal Services - Description. Special Legal Services shall include the following types of services:

- Litigation and formal administrative or other adjudicatory hearing matters, including Pitchess motions and other police litigation matters
- Labor relations and employment matters (excluding employee negotiations)
- Non-routine real estate matters (e.g. CC&R's, deed or title work)
- Land acquisition and disposal matters (including pre-condemnation)
- General Redevelopment/successor agency and housing matters
- Utility Board, electric and water utility matters
- Taxes, fees and charges matters (e.g. Prop. 218 & Mitigation Fee Act)
- Public construction disputes
- Non-routine contract negotiation matters (including non-Rutan model agreements and franchise agreements)
- Non-routine land use and development matters (including general plan updates, Williamson Act issues, annexations and development agreements)
- Bankruptcy-related matters
- CEQA, other environmental matters and solid waste matters
- Telecommunications matters
- Advocacy services
- Other matters mutually agreed upon

3.7.4 Special Legal Services Rates. The Client shall pay for Special Legal Services according to Exhibit "C" attached.

3.7.5 Complex Legal Services - Description. Complex Legal Services shall include highly specialized CEQA and environmental matters. This distinction will be agreed upon, in writing, by both parties before such rates are charged.

3.7.6 Complex Legal Services Rates. The Client shall pay for Complex Legal Services according to Exhibit "C" attached.

3.7.7 Third Party Reimbursable Legal Services - Description. Third Party Reimbursable Legal Services shall include legal services provided to the City for which the City receives reimbursement from a developer or other third party. These Reimbursable Legal Services typically include litigation for which the City is indemnified by a project applicant, CEQA and land use planning review, review of CC&Rs, establishment of financing districts (i.e., Community Facilities Districts, Assessment Districts, Landscape and Lighting Maintenance Districts), and land use/environmental projects for which the City is entitled to reimbursement.

3.7.8 Third Party Reimbursable Legal Services - Rates. The Client shall pay for Third Party Reimbursable Legal Services according to Exhibit "C" attached.

3.7.9 Agreement Regarding Rate Categories. If Rutan believes that a matter falls within the Special Legal Services, Complex Legal Services, Third Party Reimbursable Legal Services or Public Finance Legal Services rate categories, Rutan shall seek approval from the City Manager or his/her designee before billing at one of these rate categories. The City Manager's or his designee's approval of such a request from Rutan shall not be unreasonably withheld.

3.7.10 Other Billing Personnel. Additional billing personnel shall bill at the rates included in Exhibit "C" for all services performed.

3.7.11 Annual Adjustments: Other Mutual Adjustments. The rates or amounts provided for in Sections 3.7.1 through 3.7.8 and 3.7.11 shall be automatically adjusted as follows: On July 1, 2018, and every July 1st thereafter during the term of this Agreement, rates shall be adjusted for the change in the cost of living for the twelve (12) month period published for the month of May, as shown by the U.S. Department of Labor in its All Urban Consumers Index set forth for the Los Angeles-Anaheim-Riverside area; provided, however, that such adjustment shall never be lower than zero percent (0%) nor more than three percent (3%). In addition to the automatic rate adjustments, Rutan may request consideration of a rate increase at any time; provided, however, that such an additional rate increase shall not occur without the express written consent of the Client.

3.7.12 Cost Reimbursement and Exceptions. The Client shall reimburse Rutan for reasonable and necessary expenses incurred by it in the performance of the Services under this Agreement. Authorized reimbursable expenses shall include, but are not limited to, printing and copying expenses, mileage expenses at the rate allowed by the Internal Revenue Service (except as set forth in Section 3.7 above), toll road expenses, long distance telephone and facsimile tolls, computerized research time (e.g.

Lexis or Westlaw), research services performed by Rutan's library staff, extraordinary mail or delivery costs (e.g. courier, overnight and express delivery), court fees and similar costs relating to the Services that are generally chargeable to a client. However, no separate charge shall be made by Rutan for secretarial or word processing services. Meals shall not be reimbursed without prior approval from the City Manager.

**3.8 Billing.** On no sooner than a monthly basis, Rutan shall submit a detailed statement of account for fees, costs, and expenses to Client. On receipt of Rutan's statement of account, the Client shall review Rutan's monthly statements and pay Rutan for Services rendered and costs incurred, as provided for in this Agreement, on a monthly basis.

**3.9 Annual Reviews.** The Client and Rutan agree that a review of performance and the compensation amounts referenced in this Agreement should occur at least annually.

**3.10 Insurance.** Rutan represents that it carries errors and omissions insurance as a member of the Attorneys Insurance Mutual Risk Retention Group. The parties to this Agreement understand that, after a standard deductible, this insurance provides coverage beyond what is required by the State of California. A separate schedule containing Rutan's insurance policies will be available for inspection upon Client's request.

**3.11 Attorney-Client Privilege.** Confidential communication between the Client and Rutan shall be covered by the attorney-client privilege. As used in this article, "confidential communication" means information transmitted between the Client and Rutan in the course of the relationship covered by this Agreement and in confidence by a means which, so far as the Client is aware, discloses the information to no third persons other than those who are present to further the interests of the Client in the consultation or those to whom disclosure is reasonably necessary for the transmission of the information or the accomplishment of the purpose for which Rutan is consulted, and includes any legal opinion formed and advice given by Rutan in the course of this relationship. By signing this Agreement, Client acknowledges and authorizes that Rutan may communicate with Client on cellular phones, text messaging, and email, without encryption, notwithstanding the risk that such use and storage may heighten the risk of inadvertent or unintended disclosures or other adverse consequences occurring, including the loss of the confidential nature of Rutan's communications with Client.

**3.12 Indemnification and Hold Harmless.** Rutan shall indemnify and hold City its officers, employees and agents harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of Rutan, its employees, agents, representatives or subcontractors which directly or indirectly relate to the work being performed or services being provided under this Agreement, whether or not there is concurrent active or passive

negligence on the part of City and its officers, employees and agents, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or and/or its officers, employees and agents in connection therewith. The parties agree that City shall, in its sole discretion, have the right to choose legal counsel to defend it as to any actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities contemplated by this Section notwithstanding Rutan's obligations to indemnify and hold the City harmless. The parties further anticipate that Rutan's insurance policy or policies will provide coverage that shall be primary for the matters addressed by this Section.

**3.13 Termination of Agreement and Legal Services.** This Agreement and the Services rendered under it may be terminated at any time upon one (1) business days' prior written notice by City to Rutan or upon thirty (30) days' prior written notice by Rutan to City, with or without cause. In the event of such termination, Rutan shall be paid for all Services authorized by the Client and performed up through and including the effective date of termination. Rutan shall also be reimbursed for all costs associated with transitioning any files or other data or documents to a new law firm or returning them to the Client.

**3.14 Entire Agreement.** This Agreement, together with all attachments, sets forth the entire agreement between Rutan and Client with regard to the subject matter of this Agreement. All agreements, covenants, representations and warranties, express and implied, oral and written, of the Parties with regard to the subject matter of this Agreement are contained within this Agreement, and the documents referred to in this Agreement or implementing the provisions of this Agreement. Other than the stated attachments, no other agreements, covenants, representations or warranties, express or implied, oral or written have been made by either party to the other with respect to the subject matter of this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement are waived, merged in this Agreement and superseded in and by this Agreement. This is an integrated Agreement.

**3.15 Governing Law.** This Agreement shall be governed by the laws of the State of California. In the event of any dispute, venue shall be the California Superior Court for the County of Los Angeles.

**3.16 Amendment; Modification.** No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

**3.17 Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel or otherwise.

**3.18 Invalidity; Severability.** In the event that any covenant, condition or provision of this Agreement is held to be invalid, void or illegal, it shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or

invalidate any other covenant, condition or other provision of this Agreement. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such covenant, condition or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

**3.19 Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.

**3.20 Captions.** Paragraph titles or captions contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the rights or obligations of Rutan or The Client.

**3.21 Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Client: City of Claremont  
207 Harvard Avenue  
Claremont, CA 91711  
Attention: City Manager

Rutan: Rutan & Tucker, LLP  
611 Anton Boulevard, 14<sup>th</sup> Floor  
Costa Mesa, CA 92626  
Attention: Alisha Patterson, Partner


Such notices shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

IN WITNESS WHEREOF, the Client and Rutan have executed this Agreement for City Attorney Legal Services as of the date first written above.

CITY OF CLAREMONT

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

RUTAN & TUCKER LLP

By:  \_\_\_\_\_  
Alisha Patterson  
Partner



**EXHIBIT "A"**  
**POLICY ON PROFESSIONAL FEES**  
**AND**  
**GENERAL TERMS OF ENGAGEMENT**

Professional Fees and Billing Procedures.

Unless otherwise agreed in writing by you and us, our professional fees will be based on the hourly rates of the attorneys and paraprofessionals working on your matter(s). Our hourly rates for attorneys and paraprofessionals are adjusted from time to time and generally as of January 1<sup>st</sup> of each year. Adjustments in billing rates will be reflected in the invoice for legal services which constitutes our written notice to you.

Rutan & Tucker, LLP bills its clients for costs advanced on a client's behalf, such as filing fees, transcript and deposition fees, reasonable travel expenses, and expert witness fees. The firm also charges for certain costs and expenses incurred on behalf of clients such as long-distance telephone calls, facsimile and telecopier transmissions, copying, scanning, printing, postage, mileage, messengers, and computerized research. Notwithstanding the foregoing, we may forward to you large disbursement invoices for your direct payment to the supplier. We make every effort to include disbursements in the statement for the month in which the disbursements are incurred. Some disbursements, however, may not be available to us until the following months, in which case a subsequent statement may be rendered to you for these additional charges, or an estimated amount may be included in the initial billing and an adjustment made when the actual disbursement information is available.

In the absence of other arrangements, our billing statements ordinarily will be rendered to you on a monthly basis.

Unless specifically agreed in writing, we cannot make any guarantee as to the amount which you will incur for attorneys' fees and costs in any matter, as those figures will wholly depend on the time and effort required to be devoted to such matter. Any estimates of anticipated fees and costs, whether for budgeting purposes or otherwise, are, due to the uncertainties involved, necessarily only an approximation of potential fees and costs. Unless specifically agreed in writing, such estimates are not a maximum or minimum quotation and are not binding. The actual fees and costs will be determined in accordance with the policies described above.

General Terms.

We have been engaged to represent the person(s), company(ies) or organization(s) agreed to in writing by this firm. Unless agreed to in writing, we are not representing any of their respective city council members or other public officials, employees, affiliates, subsidiaries, or joint ventures. Accordingly, we can take on matters that may be adverse to these related parties or their legal interests, unless precluded by reason of the Rules of Professional Conduct.

Either of us may terminate the engagement at any time for any reason by written notice (delivered in accordance with the notice provisions set forth in the Agreement), subject on our part to compliance with the applicable Rules of Professional Conduct. If we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in the matter(s) for which we have been engaged. If you so request, we will use reasonable efforts to suggest to you possible successor counsel and provide it with whatever documents you have provided to us, but will retain materials that we have generated, as noted below.

Unless previously terminated, our representation of you in any matter will terminate upon our sending to you our final invoice for services rendered for such matter. Upon the termination of such representation, our own lawyer work product documents, notes and files (the "Work Product Files") pertaining to your matter will be retained by the firm. Your documents, property and files that are not Work Product Files (the "Client Files") will be, at your request, returned to you upon the termination of such representation. Both the Client Files (unless otherwise returned to you at your request) and the Work Product Files will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents, property, files or other materials retained by us within a reasonable time after the termination of the engagement. Specifically, it is our current policy to store your Client Files for a period of five (5) years and at the conclusion of such five (5) year period we will make an attempt to contact you as to the disposition of your Client Files, but if we are unable to locate you, we reserve the right to destroy such Client Files.

You are engaging the firm to provide legal services in connection with specific matter(s). After completion, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you actually engage us after these matters have been completed to provide additional advice on issues arising from these matters, this firm has no continuing obligation to advise you with respect to future legal developments. In particular, please be advised that this firm does not undertake to perform further actions on your behalf in connection with renewal of perfection of liens, filing of UCC continuation statements, and the like in connection with any loan related matter. Further, we do not offer the service of annuity/maintenance fee payments with respect to patent prosecution.

We have made no representations, promises or guarantees to you regarding the outcome of any of your matters. Any comments about the outcome of your matters at any time during the performance of services do not constitute promises, guarantees, or assurances, as to the outcome of your matters.

Unless otherwise agreed in a signed writing, the firm shall have no responsibility to investigate or evaluate whether insurance is available for any matter covered by this engagement or to tender any matter covered by this engagement to any insurance carrier. If we are required to respond to a subpoena of our records relating to services we have

performed for you, or testify by deposition or otherwise concerning such services, then we will take reasonable steps to consult with you as to whether you wish to supply the information demanded or assert objections to the extent you may properly do so. You agree to pay us for our time and costs incurred in responding to any such demand, in accordance with the provisions of this letter, including, but not limited to, time and expense incurred in search and photocopying costs, reviewing documents, appearing at depositions or hearings, and otherwise litigating issues raised by the request.

In order to maximize efficiency, please be advised that attorneys and paraprofessionals at this firm routinely use the following communications methods to the fullest extent possible: e-mail, document transfer by computer, mobile telephones, and facsimile transfers.

Although not required in California, some states require that a law firm disclose the existence of errors and omissions insurance coverage applicable to the services to be rendered. Rutan & Tucker, LLP hereby confirms the existence of such insurance coverage for the purposes of complying with such a requirement.

#### Duty to Preserve Relevant Evidence in the Event of Litigation or Disputes.

If you are currently involved in a dispute which has resulted or is likely to result in litigation, or if you become involved in such a dispute at a later date, please be aware that you have a legal obligation to preserve "documents and data" potentially relevant to any such dispute. In addition to the obvious fact that we may need the evidence to help prove or defend your case, the primary reason we need to tell you about this obligation is because, if you do not take such steps, you could suffer severe sanctions in any litigation (or arbitration) that might arise. Those sanctions could include, among others, direct and substantial monetary sanctions, "issue sanctions", resulting in a directed finding against you on certain issues in the case, or even possibly a directed judgment against you, resulting in loss of the entire case.

Compliance with the obligation to preserve all potentially relevant evidence may not be as easy as it sounds. Preservation obligations include, for example, the obligation to suspend normal document destruction routines and otherwise protect against inadvertent deletion of evidence, especially electronic evidence. You need to notify and work with all of your employees and managerial personnel who might possess any such evidence, and consider all of the places where such evidence might be located, such as, e.g., home computers, laptop computers, cell phones, backup devices, and a wide range of other electronic devices and physical locations outside your normal offices and outside your network. You also need to evaluate the extent to which any of your agents, outside professionals, or consultants may have evidence which should be preserved. Furthermore, all of this needs to be documented.

We ask that you coordinate with our professional staff to ensure that proper steps have been taken to preserve all potentially relevant evidence, including electronic evidence whenever litigation, or a dispute which may lead to litigation, arises. To the

extent that you have qualified and sophisticated in-house personnel experienced with document preservation activities, such coordination may simply consist of providing us with the documentation reflecting the steps taken and review of that documentation and the processes reflected. To the extent you do not have such in-house capabilities, our staff can help lead you through the process. In either event, it is very important for us to confirm the steps that have been taken so that we can later both establish your compliance with the obligation to preserve potentially relevant evidence and also utilize the documentation to coordinate the efficient identification, retrieval, and production of evidence for the presentation of your case.

Please let me know if you have any questions and, in any event, please let me know who within your organization would be best to coordinate these efforts so that I can put them in touch with our staff.

**Exhibit "B"**

**COST PROPOSAL SUBMITTAL WORKSHEET**

SERVICE	PROVIDED BY FIRM (YES/NO)	INCLUDED IN RETAINER (YES/NO)	TITLE OF PERSON PERFORMING THIS SERVICE
Attend regular and special Council and Commission meetings	Yes	Yes	A. Patterson
Attend Executive Team, Department Head, and other similar meetings as requested	Yes	Yes	A. Patterson
Weekly office hours	Yes	Yes	A. Patterson
Agenda review and follow-up	Yes	Yes	A. Patterson
Standard ordinances/resolution review and revision	Yes	Yes	A. Patterson
Standard contract review and revision	Yes	Yes	A. Patterson
Standard conflict issues	Yes	Yes	A. Patterson
Brown Act request and response issues	Yes	Yes	A. Patterson
Public Record Act request and response issues	Yes	Yes	A. Patterson
General legal advice and counsel on matters pertaining to the City, not involving more than three (3) hours of research	Yes	Yes	A. Patterson
Routine personnel and labor questions, which can be responded to orally, not involving more than one (1) hour of research	Yes	Yes	A. Patterson or B. Shaeffer
Police Department Issues – Pitchess motion handling and responses	Yes	Yes	A. Patterson
Code Enforcement Issues – City code interpretation and implications	Yes	Yes	A. Patterson or N. Duzman
Code Enforcement Issues – Consultation with staff and City prosecutor	Yes	Yes	A. Patterson or N. Duzman
Code Enforcement Issues – Preparation and review of notices, demands, and orders	Yes	Yes if standard/routine; otherwise, no	A. Patterson or N. Duzman

SERVICE	PROVIDED BY FIRM (YES/NO)	INCLUDED IN RETAINER (YES/NO)	TITLE OF PERSON PERFORMING THIS SERVICE
Litigation (including eminent domain and matters not involving the City's coverage with the CJPIA or other pooling organizations)	Yes	No	A. Patterson (or specialist in field of litigation)
Personnel services – Personnel Board of Review (including drafting of at-will agreements, review of practices and procedures, and handling of grievances, mediation, and/or arbitration)	Yes	No	A. Patterson or B. Shaeffer
Transactions – Purchase and sales agreements	Yes	Yes for review of standard/routine City forms; otherwise, no	A. Patterson or B. Ihrke
Transactions – Options	Yes	Yes for review of standard/routine City forms; otherwise, no	A. Patterson or B. Ihrke
Transactions – Leases	Yes	Yes for review of standard/routine City forms; otherwise, no	A. Patterson or B. Ihrke
Transactions – Statutory development agreements	Yes	Yes for review of standard/routine City forms; otherwise, no	A. Patterson or B. Ihrke
Transactions – Specialized fee credit or reimbursement agreements	Yes	Yes for review of standard/routine City forms; otherwise, no	A. Patterson or B. Ihrke
Water rights and water quality issues	Yes	No	J. Jungreis
Franchising	Yes	No	J. Oderman
Telecommunications	Yes	No	J. Melcing & B. Maricorena
Public Works – Contract disputes and interpretation services	Yes	No	J. Oderman & B. Owen

SERVICE	PROVIDED BY FIRM (YES/NO)	INCLUDED IN RETAINER (YES/NO)	TITLE OF PERSON PERFORMING THIS SERVICE
Public Works – drafting construction and similar contracts and conditions	Yes	Yes for review of standard/routine City forms; otherwise, no	J. Oderman & B. Owen
Public Works – prevailing wage issues	Yes	Yes if not involving more than 1 hour of research; otherwise, no	J. Oderman & B. Ihrke
Public Works – Special condition approval	Yes	Yes if not involving more than 1 hour of research; otherwise, no	J. Oderman & B. Owen
Development Services – assessment district and CFD issues	Yes	Yes if not involving more than 1 hour of research; otherwise, no	J. Oderman & B. Marticorena
Development Services – Right-of-way acquisition	Yes	Yes if not involving more than 1 hour of research; otherwise, no	J. Oderman & D. Dennington
Development Services – relocation issues	Yes	Yes if not involving more than 1 hour of research; otherwise, no	J. Oderman & D. Dennington
Development Services – CEQA issues and document review	Yes	Yes if not involving more than 1 hour of research; otherwise, no	A. Patterson or K. Jenson
Development Services – MSHCP implementation	Yes	Yes if not involving more than 1 hour of research; otherwise, no	A. Patterson & H. Van Ligten

SERVICE	PROVIDED BY FIRM (YES/NO)	INCLUDED IN RETAINER (YES/NO)	TITLE OF PERSON PERFORMING THIS SERVICE
Development Services – Endangered species issues	Yes	Yes if not involving more than 1 hour of research; otherwise, no	A. Patterson & H. Van Ligten
Development Services – Army Corps issues	Yes	Yes if not involving more than 1 hour of research; otherwise, no	A. Patterson & H. Van Ligten
Development Services – Routine and non-routine Subdivision Map Act issues	Yes	Yes if not involving more than 1 hour of research; otherwise, no	A. Patterson
Development Services – Zoning and land use issues	Yes	Yes if not involving more than 1 hour of research; otherwise, no	A. Patterson
Development Services – Review of General and Specific Plan amendments and documents	Yes	Yes if not involving more than 1 hour of research; otherwise, no	A. Patterson
Development Services – Successor Agency activities	Yes	Generally yes, but not for tasks/projects that require more than 2 hours of work (e.g., drafting a disposition and development agreement)	J. Oderman or B. Ihrke
Ordinance and resolutions – Drafting and compilation of non-routine ordinances and resolutions; review and analysis of non-routine ordinances and resolutions drafted by City staff or other jurisdictions	Yes	Generally yes, but not for tasks/projects that require more than 2 hours of work (e.g., drafting a new ADU ordinance)	A. Patterson



SERVICE	PROVIDED BY FIRM (YES/NO)	INCLUDED IN RETAINER (YES/NO)	TITLE OF PERSON PERFORMING THIS SERVICE
Training – Brown Act, CEQA, Ethics, etc.	Yes	Yes	A. Patterson
MS4 Issues	Yes	No	J. Jungreis
Appearance before other public entities or government agencies on behalf of City	Yes	No	A. Patterson
Complete review and update of the City's Municipal Code	Yes	No	A. Patterson
Proposed may add any additional, pertinent services it can provide to the City of Claremont in lines below			
American with Disabilities Act (ADA) compliance and defense	Yes	Yes if not involving more than 1 hour of research; otherwise, no	A. Patterson & D. Dennington
Fair Housing Laws compliance and defense	Yes	Yes if not involving more than 1 hour of research; otherwise, no	A. Patterson
Elections law & ballot initiatives	Yes	Yes if not involving more than 1 hour of research; otherwise, no	A. Patterson
ABx1 26 implementation and litigation	Yes	Yes if not involving more than 1 hour of research; otherwise, no	J. Oderman & B. Ihrke

Global Comment – Reimbursable services are not included in the retainer. We would bill this work to a separate account so the costs can be passed along to project applicants.

**EXHIBIT "C"**

**FEE SCHEDULE**

Basic Legal Services — Description and Rate. Basic Legal Services shall include all services provided to Client that are not otherwise specifically identified below as either Special Legal Services, Complex Legal Services, Third Party Reimbursable Legal Services, or Public Finance Legal Services ("Basic Legal Services"). The Client shall pay for Basic Legal Services at the flat rate monthly retainer amount of \$19,748 per month.

Special Legal Services — Rates. The Client shall pay for Special Legal Services at the blended hourly rate of \$265 per hour for all attorneys and \$141 per hour for paralegals and law clerks.

Complex Legal Services — Rates. The Client shall pay for Complex Legal Services at the blended hourly rate of \$364 per hour for all attorneys and \$171 per hour for paralegals and law clerks.

Third Party Reimbursable Legal Services — Rates. The Client shall pay for Third Party Reimbursable Legal Services at the following hourly rates.

<b>Attorney</b>	<b>Hourly Rate</b>
Partner/Of Counsel:	\$364 per hour
Associates:	\$286 per hour
Paralegals/Law Clerks	\$171 per hour

**DECLARATION OF SERVICE BY EMAIL**

I, the undersigned, declare as follows:

I am a resident of the County of Sacramento and I am over the age of 18 years, and not a party to the within action. My place of employment is 980 Ninth Street, Suite 300, Sacramento, California 95814.

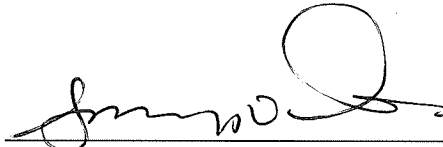
On September 5, 2018, I served the:

- **Claimant's Corrected Comments on the Draft Proposed Decision filed August 24, 2018, corrected September 5, 2018.**

*U Visa 918 Form, Victims of Crime: Nonimmigrant Status, 17-TC-01*  
Penal Code Section 679.10; Statutes 2015, Chapter 721 (SB 674)  
City of Claremont, Claimant

By making it available on the Commission's website and providing notice of how to locate it to the email addresses provided on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on September 5, 2018 at Sacramento, California.



Lorenzo Duran  
Commission on State Mandates  
980 Ninth Street, Suite 300  
Sacramento, CA 95814  
(916) 323-3562

# COMMISSION ON STATE MANDATES

## Mailing List

**Last Updated:** 8/23/18

**Claim Number:** 17-TC-01

**Matter:** U Visa 918 Form, Victims of Crime: Nonimmigrant Status

**Claimant:** City of Claremont

### TO ALL PARTIES, INTERESTED PARTIES, AND INTERESTED PERSONS:

Each commission mailing list is continuously updated as requests are received to include or remove any party or person on the mailing list. A current mailing list is provided with commission correspondence, and a copy of the current mailing list is available upon request at any time. Except as provided otherwise by commission rule, when a party or interested party files any written material with the commission concerning a claim, it shall simultaneously serve a copy of the written material on the parties and interested parties to the claim identified on the mailing list provided by the commission. (Cal. Code Regs., tit. 2, § 1181.3.)

**Bibi Ameer**, Accounting Manager/Acting Finance Director, *City of Claremont*  
270 Harvard Ave, Claremont, CA 91711-0880  
Phone: (909) 399-5346  
bameer@ci.claremont.ca.us

**Socorro Aquino**, *State Controller's Office*  
Division of Audits, 3301 C Street, Suite 700, Sacramento, CA 95816  
Phone: (916) 322-7522  
SAquino@sco.ca.gov

**Harmeet Barkschat**, *Mandate Resource Services, LLC*  
5325 Elkhorn Blvd. #307, Sacramento, CA 95842  
Phone: (916) 727-1350  
harmeet@calsdrc.com

**Lacey Baysinger**, *State Controller's Office*  
Division of Accounting and Reporting, 3301 C Street, Suite 700, Sacramento, CA 95816  
Phone: (916) 324-0254  
lbaysinger@sco.ca.gov

**Cindy Black**, City Clerk, *City of St. Helena*  
1480 Main Street, St. Helena, CA 94574  
Phone: (707) 968-2742  
ctzafopoulos@cityofsthelena.org

**Allan Burdick**,  
7525 Myrtle Vista Avenue, Sacramento, CA 95831  
Phone: (916) 203-3608  
allanburdick@gmail.com

**J. Bradley Burgess**, *MGT of America*

895 La Sierra Drive, Sacramento, CA 95864  
Phone: (916)595-2646  
Bburgess@mgtamer.com

**Evelyn Calderon-Yee**, Bureau Chief, *State Controller's Office*  
Local Government Programs and Services, 3301 C Street, Suite 700, Sacramento, CA 95816  
Phone: (916) 324-5919  
ECalderonYee@sco.ca.gov

**Gwendolyn Carlos**, *State Controller's Office*  
Division of Accounting and Reporting, 3301 C Street, Suite 700, Sacramento, CA 95816  
Phone: (916) 323-0706  
gcarlos@sco.ca.gov

**Daniel Carrigg**, Deputy Executive Director/Legislative Director, *League of California Cities*  
1400 K Street, Suite 400, Sacramento, CA 95814  
Phone: (916) 658-8222  
Dcarrigg@cacities.org

**Annette Chinn**, *Cost Recovery Systems, Inc.*  
**Claimant Representative**  
705-2 East Bidwell Street, #294, Folsom, CA 95630  
Phone: (916) 939-7901  
achinners@aol.com

**Carolyn Chu**, Senior Fiscal and Policy Analyst, *Legal Analyst's Office*  
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