

1 HOWREY LLP
PAUL ALEXANDER (SBN 49997)
2 950 University Ave., 4th Floor
East Palo Alto, CA 94303
3 Telephone: (650) 798-3500
Facsimile: (650) 798-3600
4 E-mail: alexanderp@howrey.com

5 HELLER EHRMAN LLP
ROBERT B. HAWK (SBN 118054)
MELYSSA E. MINAMOTO (SBN 245458)
6 ERIC LLOYD (SBN 254390)
275 Middlefield Rd.
7 Menlo Park, CA 94025-3506
Telephone: (650) 324-7000
8 Facsimile: (650) 324-0638
E-mail: robert.hawk@hellerehrman.com

9 LAWYERS' COMMITTEE FOR CIVIL RIGHTS
OREN SELLSTROM (SBN 161074)
10 ELISA DELLA-PIANA (SBN 226462)
131 Stuart Street
11 San Francisco, CA 94105
Telephone: (415) 543-9444
12 Facsimile: (415) 543-0296
E-mail: osellstrom@lccr.com

13 ACLU OF NORTHERN CALIFORNIA
ALAN L. SCHLOSSER (SBN 49957)
14 MICHAEL T. RISHER (SBN 191627)
39 Drumm Street
15 San Francisco, CA 94111
Telephone: (415) 621-2493
16 Facsimile: (415) 255-8437
E-mail: mrisher@aclunc.org

17 UNITED STATES DISTRICT COURT

18 EASTERN DISTRICT OF CALIFORNIA: FRESNO DIVISION

Civil Action No.: 06-CV-1445-OWW

CLASS ACTION

19
20 Pamela Kincaid, Doug Deatherage, Charlene Clay,
Cynthia Greene, Joanna Garcia, Randy Johnson,
21 Sandra Thomas, Alphonso Williams, and Jeannine
Nelson, Individually on Behalf of Themselves and
22 All Others Similarly Situated,

23 Plaintiff,

v.

24 City of Fresno, Alan Autry, Jerry Dyer, Greg
Garner, Reynaud Wallace, John Rogers, Phillip
25 Weathers, Will Kempton, James Province, Daryl
Glenn, Individually and in Their Official Capacities;
26 DOES 1-100, inclusive,

27 Defendant.

**SETTLEMENT AGREEMENT
BETWEEN PLAINTIFFS AND THE
PLAINTIFF CLASS AND
DEFENDANTS CITY OF FRESNO,
ALAN AUTRY, JERRY DYER, GREG
GARNER, REYNAUD WALLACE,
JOHN ROGERS AND PHILLIP
WEATHERS**

11
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SETTLEMENT AGREEMENT

This Settlement Agreement, effective as of May 20, 2008, is made and entered into by and among: (i) Plaintiffs Doug Deatherage, Charlene Clay, Cynthia Greene, Joanna Garcia, Randy Johnson, Sandra Thomas, Alphonso Williams, and Jeannine Nelson on behalf of themselves and each Plaintiff Class Member, defined in the Court’s Order dated August 14, 2007 as “all persons in the City of Fresno who were or are homeless, without residence, after October 17, 2003, and whose personal belongings have been unlawfully taken and destroyed in a sweep, raid or clean up by any of the Defendants”; and (ii) Defendants City of Fresno, Alan Autry, Jerry Dyer, Greg Garner, Reynaud Wallace, John Rogers, and Phillip Weathers (collectively “City of Fresno Defendants”).

SECTION 1. THE LITIGATION

Plaintiffs filed the original Complaint on October 17, 2006, against the City of Fresno Defendants and against Will Kempton, James Province, and Daryl Glenn (collectively “Caltrans Defendants”), and filed a Second Amended Complaint on March 1, 2007. Plaintiffs’ Complaint asserted that Defendants violated Plaintiffs’ Fourth Amendment right against unreasonable searches and seizures, Fourteenth Amendment rights to Due Process and Equal Protection of the Law, all pursuant to 42 U.S.C. § 1983. The Complaint also asserted that Defendants violated the Bane Act, Cal. Civ. Code § 52.1, Cal. Gov. Code. § 2080, and committed unlawful conversion. Judge Wanger granted a Temporary Restraining Order against the City of Fresno Defendants on October 25, 2006. In November 2006, Judge Wanger held a Hearing on the Preliminary Injunction, and granted a Preliminary Injunction on December 8, 2006.

On March 16, 2007, Judge Wanger denied the Caltrans Defendants’ motion to dismiss all causes of action. Subsequently, Judge Wanger held a settlement conference for all Parties in his chambers on April 12, 2007. These settlement discussions were unsuccessful.

Judge Wanger granted Plaintiffs’ Motion for Class Certification on August 14, 2007, allowing Plaintiffs to proceed on behalf of a class of “All persons in the City of Fresno who were

1 or are homeless, without residence, after October 17, 2003, and whose personal belongings have
2 been unlawfully taken and destroyed in a sweep, raid or cleanup by any of the Defendants.”

3 On February 28, 2008, Plaintiffs filed a Motion for Summary Judgment as to Liability
4 against the City of Fresno Defendants and Defendants Daryl Glenn and James Province. The
5 Caltrans Defendants filed Motions for Summary Judgment against the Plaintiffs on this date as
6 well. On May 12, 2008, Judge Wanger issued decisions on the parties’ motions for summary
7 judgment, which, among other things, granted in part and denied in part Plaintiffs motion for
8 summary judgment as to liability against the City of Fresno and denied in part and granted in
9 part the Caltrans motion for summary judgment.

10 All Parties, through their respective counsel of record, participated in a mediation session
11 before Magistrate Judge Snyder on May 20, 2008, beginning at 9:30 a.m., and ending 6:00 p.m.
12 Also in attendance for some or all of the mediation session were many of the Plaintiff class
13 representatives, and City Manager Andy Souza, Senior Risk Manager Kerry Trost, and Assistant
14 City Attorney Francine Kanne on behalf of the City of Fresno Defendants. This session resulted
15 in a settlement agreement between all Parties as set forth below.

16
17 **SECTION 2. DEFINITIONS AS USED IN THE SETTLEMENT AGREEMENT**

18
19 **2.1 Definitions**

20 For purposes of this Settlement Agreement, the following terms shall have the meanings
21 specified below:

22 2.1.1 “City of Fresno Defendants” shall mean the City of Fresno, Alan Autry, Jerry
23 Dyer, Greg Garner, Reynaud Wallace, John Rogers, and Phillip Weathers.

24 2.1.2 “Class Representatives” shall mean Doug Deatherage, Charlene Clay,
25 Cynthia Greene, Joanna Garcia, Randy Johnson, Sandra Thomas, Alphonso
26 Williams, and Jeannine Nelson.

27
28 2.1.3 “Settlement Administrator” shall mean Liza Apper.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

2.1.4 “Final Approval Hearing” means a hearing by the Court, after the notice period has expired, to approve the Settlement Agreement as set forth herein.

2.1.5 “Final Approval Motion” shall mean a motion filed with the Court requesting that the Court consider and, if it finds the settlement to be fair and reasonable, finally approving the Settlement Agreement.

2.1.6 “Plaintiff Class” shall mean “all persons in the City of Fresno who were or are homeless, without residence, after October 17, 2003, and whose personal belongings have been unlawfully taken and destroyed in a sweep, raid or clean up by any of the Defendants,” as defined in the Court’s Order dated August 14, 2007 other than an Excluded Person.

2.1.7 “Preliminary Approval Motion” shall mean a motion filed with the Court requesting that the Court consider and preliminarily approve the Settlement Agreement.

2.1.8 The “Settlement Plan” shall mean the plan, attached as Exhibit A to this Settlement Agreement, by which the Settlement Consideration paid to the Plaintiffs and the Plaintiff Class shall be maintained, administered and paid to Plaintiffs and the Plaintiff Class.

2.1.9 “Settlement Consideration” shall mean the consideration paid by the City Defendants and the Caltrans Defendants as set forth in their respective settlement agreements.

2.1.10 “The Litigation” or “This Litigation” shall mean this lawsuit and its procedural history as set forth in Section 1 above.

2.1.11 “The Settling Parties” shall mean the parties to this settlement agreement, who are the Plaintiffs and the Plaintiff Class, and the City of Fresno Defendants.

1
2 **SECTION 3. THE TERMS OF THE SETTLEMENT**

3 **3.1 The Settlement Consideration**

4 3.1.1 The City of Fresno Defendants shall pay the sum of \$1,400,000 to Plaintiffs
5 and the Plaintiff Class, to be paid and allocated as set forth in the Settlement Plan.
6 This sum shall be paid into a separate, interest bearing account maintained by the
7 City of Fresno within ten (10) business days after issuance of an Order of Final
8 Approval by the Court. Once deposited, the Settlement Administrator shall have
9 exclusive access to this settlement amount, which shall be maintained for the
10 exclusive benefit of and paid to the Plaintiffs and the Plaintiff Class as provided for
11 in the Settlement Plan. In addition, within ten (10) business days after issuance of an
12 Order of Final Approval by the Court, the City of Fresno shall pay the sum of
13 \$750,000 in attorneys' fees and \$100,000 in costs to counsel of record for Plaintiffs
14 and the Plaintiff Class. Payment of attorney's fees and costs shall be to a mutually
15 agreed-upon account designated by counsel for Plaintiffs and shall constitute
16 payment in full of any obligation for attorneys' fees and costs to any and all of
17 Plaintiffs' counsel in the Litigation.

18
19 3.1.2 The City of Fresno Defendants and all agents and employees of the City of
20 Fresno will, for a period of not less than 5 years from the day this settlement is
21 approved by the Court, comply with the provisions of Fresno Administrative Order
22 No. 6-23 (Exhibit B hereto). Before making any change in Administrative Order 6-
23 23 during this 5 year period, the City of Fresno Defendants will meet and confer
24 with counsel for Plaintiffs and the Plaintiff Class with respect to any such change
25 and, following that meet and confer, seek leave of Court, and, absent exigent
26 circumstances, give Plaintiffs' counsel no less than 30 days notice of its intention to
27 seek such leave and of the terms of the change. If exigent circumstances arise, the
28 City of Fresno Defendants will give as much notice as reasonably possible of any

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

proposed change and attempt in good faith to resolve any issue giving rise to such circumstances. The Court shall retain jurisdiction of this matter to resolve any dispute that may arise with respect to compliance with or changes to Administrative Order 6-23.

3.1.3 Neither the City Defendants nor the Caltrans Defendants nor any counsel in this case make any representation concerning the tax consequences of this settlement.

3.2 Release

3.2.1 Effective upon payment of the Settlement Consideration as called for by paragraphs 3.1.1 and 3.1.2 above, Plaintiffs and each member of the Plaintiff Class, on behalf of themselves and each of their heirs, predecessors, successors, representatives or assigns, release, relinquish and forever discharge any and all claims, causes of action, demands, rights, or liabilities of any kind that either were or could have been asserted in the Litigation against any of the City of Fresno Defendants, including but not limited to their respective heirs, predecessors, successors, employees, affiliates, divisions, parent or sister agencies, or any other person or entity related or affiliated with either the City of Fresno Defendants.

3.2.2 Plaintiffs and each member of the Plaintiff Class, on behalf of themselves and each of their heirs, predecessors, successors, representatives or assigns hereby waive and relinquish to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if know by him or her must have materially affected his or her settlement with the debtor.”

3.2.3 The Settlement Administrator shall be solely responsible for the disbursement and administration of the Settlement Consideration and neither the

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

City of Fresno Defendants nor the Caltrans Defendants shall have any role or right to object to or control in any way the disbursement of the Settlement Consideration. Plaintiffs hereby release the City Defendants and the Caltrans Defendants from any claim arising from decisions by or disputes with the Settlement Administrator concerning disbursement of the Settlement Consideration.

3.3 Notice of the Settlement

3.3.1 The parties will submit to the Court a motion for preliminary approval of this Settlement Agreement, which will set forth the procedure and a schedule for Notice of the Settlement Agreement and for a hearing on final approval of the Settlement Agreement pursuant to Federal Rule 23.

3.4 Approval of the Settlement

3.4.1 Pursuant to rule 23(e) of the Federal Rules of Civil Procedure, the parties will, after providing Notice of the Settlement Agreement, file a motion seeking final approval of this Settlement Agreement as fair and reasonable.

3.4.2 Each Class Representative will receive an incentive payment of \$1000.00 in addition to any other payment to which he or she may be entitled under this Settlement, to compensate the Class Representatives for their willingness to serve as Class Representatives and the time, effort and burden associated with that service.

3.4.3 This Court shall retain jurisdiction of this matter after these claims are dismissed for a five year period commencing with the date of final approval of this Settlement to enforce the terms of the settlement, and to resolve any disputes that may arise between the parties concerning this Settlement Agreement.

3.5 General Provisions

3.5.1 The Settling Parties intend this Settlement to be final and complete resolution of all disputes between and among the parties hereto with respect to the Litigation.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

The Settlement compromises claims that are contested and it shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settlement Agreement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties agree that this Agreement is a fair, adequate and reasonable resolution of the declaratory, injunctive, damages and attorneys fees claims of the complaint.

3.5.2 This Settlement Agreement constitutes the full and entire agreement among the parties hereto with regard to the subject thereof and supersedes any prior promises, representations, or warranties (oral or otherwise) made by any party. No party shall be liable or bound to any other party for any prior or contemporaneous representation, promise or warranty (oral or otherwise) except for those expressly set forth in this Settlement Agreement.

3.5.3 This Settlement Agreement shall not be amended or modified orally. It may not be amended or modified without the consent or approval of all signatories by a writing signed by all signatories hereto, and approved by the Court where necessary. Plaintiffs have authorized Plaintiffs' Counsel to make any and all changes to this Settlement Agreement and to sign any and all amendments and modifications on their behalf.

3.5.4 All of the exhibits to this Settlement Agreement, except the proposed forms of orders, are material and integral parts hereof and are fully incorporated herein by this reference. Entry of the proposed orders substantially in the form of the exhibits attached to this Settlement Agreement is material and integral to the Settlement Agreement.

3.5.5 The headings herein are for convenience only and shall not effect the interpretation or construction of this Settlement Agreement.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

3.5.6 Each counsel or other Person executing the Settlement Agreement or any of its exhibits on behalf of any Settling Party hereby warrants that he or she is fully authorized to enter into, and to execute, this Settlement Agreement.

3.5.7 Each and every term of this Settlement Agreement shall be binding upon, and inure to the benefit of, the Plaintiffs and the Plaintiff Class, any of their successors and personal representatives, all of which persons and entities are intended to be the beneficiaries of this Settlement Agreement..

3.5.8 The Settling Parties acknowledge that it is their intent to consummate this Settlement Agreement; they agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of the Settlement Agreement; and they agree to undertake their best efforts, including all steps and efforts that may become necessary, by order of the Court or otherwise, to accomplish the terms and conditions of the Settlement Agreement.

3.5.9 This Settlement Agreement and the exhibits hereto shall be considered to have been negotiated, executed and delivered, and to be wholly performed, in the State of California, and the rights and obligations of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal substantive laws of the State of California, without giving effect to that State's choice of law principles.

3.5.10 For the purpose of construing or interpreting this Settlement Agreement, the Settlement Agreement is deemed to have been drafted equally by all parties hereto, and shall not be construed strictly for or against any party.

3.5.11 This Settlement Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, shall be deemed to be one and the same instrument, provided that no party shall be bound hereby until all parties have

1 executed the Settlement Agreement. The undersigned counsel for the Settling
2 Parties shall exchange among themselves original signed counterparts, and a
3 complete set of original executed counterparts shall be filed with the Court together
4 with the Preliminary Approval Motion.

5 IN WITNESS WHEREOF, the parties hereto and their respective counsel of record
6 have executed this Settlement Agreement on the dates indicated below:

7
8 Dated: June 4, 2008

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Doug Deatherage
Plaintiff

Charlene Clay
Plaintiff

Cynthia Greene
Plaintiff

Joanna Garcia
Plaintiff

Randy Johnson
Plaintiff

Sandra Thomas
Plaintiff

Alphonso Williams
Plaintiff

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Jeannine Nelson
Plaintiff

On Behalf of the City of Fresno
Defendant

Alan Autry
Defendant

Jerry Dyer
Defendant

Greg Garner
Defendant

Reynaud Wallace
Defendant

John Rogers
Defendant

Phillip Weathers
Defendant

APPROVED:

/s/ Paul Alexander
Paul Alexander
Howrey LLP
Attorneys for Plaintiffs

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Robert B. Hawk
Heller Ehrman LLP
Attorneys for Plaintiffs

Michael Risher
ACLU of Northern California
Attorneys for Plaintiffs

Oren Sellstrom
Lawyers' Committee For Civil Rights
Attorneys for Plaintiffs

James B. Betts
Betts & Wright, P.C.
Attorneys for Defendants City of Fresno,
Alan Autry, Jerry Dyer, Greg Garner, John
Rogers, Reynaud Wallace, and Phillip Weathers

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Robert B. Hawk
Heller Ehrman LLP
Attorneys for Plaintiffs

Michael Risher
ACLU of Northern California
Attorneys for Plaintiffs

Oren Sellstrom
Lawyers' Committee For Civil Rights
Attorneys for Plaintiffs

/s/ James B. Betts
James B. Betts
Betts & Wright, P.C.
Attorneys for Defendants City of Fresno,
Alan Autry, Jerry Dyer, Greg Garner, John
Rogers, Reynaud Wallace, and Phillip Weathers

Exhibit A

EXHIBIT A

THE SETTLEMENT PLAN

This Settlement Plan shall set forth and govern the maintenance, administration and distribution of the Settlement Fund created pursuant to the Settlement Agreement reached in *Kincaid et al v. City of Fresno*, et al, Action No. 06-CV-1445-OWW.

SECTION 1. MAINTENANCE AND ADMINISTRATION OF SETTLEMENT FUND.

1.1 As provided for in the Settlement Agreement, the Settlement Fund shall be sequestered in a separate, interest-bearing account or accounts to be maintained by the City of Fresno and solely administered by the Settlement Administrator approved by the Court. Costs of administration will be borne by the Settlement Fund as provided herein but shall be maintained at the lowest level that is practical. All interest earned on the accounts into which the Settlement Fund is transferred shall be for the benefit of the Class members.

1.2 The Settlement Administrator shall be Liza Apper. It is contemplated that Liza Apper shall serve as Settlement Administrator throughout the payment of the Settlement Fund to the Plaintiff Class. In the event that Liza Apper shall resign or be disqualified, counsel for Plaintiffs and the Plaintiff class will propose a new Settlement Administrator for approval by the Court. It is also contemplated that Liza Apper shall, to the extent permitted by law, seek legal advice and counsel in connection with the reports required under this Settlement Plan.

1.3 The Settlement Administrator is authorized to draw upon the account or accounts in which the Settlement Fund is maintained for all payments to be made to or on behalf of every person certified by the Settlement Administrator to be a valid Class member in accordance with the terms of this Settlement Plan. It is anticipated that these payments will be made in the manner set forth in this Settlement Plan. In the event of an unusual or unanticipated need of a member of a member of the Plaintiff Class, the Settlement Administrator is authorized to seek approval of the Court to respond to such unanticipated need.

1.4 It is anticipated that the actual payments under this Settlement Plan will commence as soon as practicable after the claims period ends.

SECTION 2. THE ALLOCATION OF THE SETTLEMENT FUND

2.1 The Settlement Fund shall be allocated into two separate amounts, which shall be referred to as the “Cash Fund” and the “Living Allowance Fund.” The amounts in these two funds shall be paid in accordance with the provisions of this Settlement Plan solely to or for the benefit of members of the Plaintiff Class and for administration of the Settlement Plan as provided herein.

2.2 The initial amount of the Cash Fund shall be \$485,000. The initial amount of the Living Allowance Fund shall be \$1,000,000.

SECTION 3. THE DETERMINATION AND VERIFICATION OF CLASS MEMBERS AND THEIR ENTITLEMENT TO RECEIVE THE CASH FUND AND THE LIVING ALLOWANCE FUND

3.1 Any potential member of the Plaintiff Class who seeks to participate in payments from the Cash Fund and/or the Living Allowance Fund shall file with the Settlement Administrator a verified claim form, stating under penalty of perjury that he or she falls within the Class, defined as “all persons in the City of Fresno who were or are homeless, without residence, after October 17, 2003, and whose personal belongings have been unlawfully taken and destroyed in a sweep, raid or clean up by any of the Defendants.” The verified claim form shall also describe the nature of the loss suffered. The form shall be as set forth as an attachment to the motion for preliminary approval of the Settlement Agreement. Claims forms may but need not include attachments such as receipts, declarations, or transcripts of testimony. The timing and deadline for filing such a claim shall be as set forth in the Order of the Court giving preliminary approval to the Settlement Agreement and will be included in the Notice of this Settlement Agreement provided to the class. Claimants may additionally request to meet with the Settlement Administrator in person to supplement their claims orally and/or to seek the assistance of the Settlement Administrator in completing a written claim form. Verified Claim forms must be received by the Settlement Administrator within 30 days after final approval of the Settlement Agreement

3.2 The Settlement Administrator shall review the claim forms submitted and shall determine which claims are valid and at which Level, as set forth below. Once the Settlement Administrator has made that determination, the individual who submitted the claim shall be a verified Class member for purposes of the Settlement Agreement and this Settlement Plan. The determination of the Settlement Administrator as to the validity of the claim shall be final and none of the Parties shall retain any right to object to any determination of the Settlement Administrator concerning membership in the Plaintiff Class or eligibility to receive either the Cash Fund or the Living Allowance Fund except as expressly stated in this Plan.

3.3 For purposes of payments of the Cash Fund and the Living Allowance Fund, there will be three levels of verified Class members, Level 1, Level 2, Level 3, Level 4 and Level 5 as follows:

3.3.1 Level 1 class members shall be those members of the Plaintiff Class who, in the judgment of the Settlement Administrator, had their property seized and destroyed in a sweep or clean up by any of the Defendants after October 17, 2003; who were not present when their property was seized and destroyed, whose property was of a nature that can be reasonably be replaced for \$500 or less, and who did not suffer any significant emotional trauma or injury as a result of the seizure and destruction of their property.

3.3.2 Level 2 class members shall be those members of the Plaintiff Class who, in the judgment of the Settlement Administrator, had their property seized in a sweep or cleanup and suffered a more substantial loss than a Level 1 Class member, but who appear not to have suffered significant emotional harm or trauma associated with that destruction.

3.3.3 Level 3 class members shall be those members of the Plaintiff Class who, in the judgment of the Settlement Administrator, suffered a more substantial loss of property than either a Level 1 or Level 2 Class member, who appear not to have suffered significant emotional loss or trauma, and who, considering the number of destructions he or she suffered and the nature of those destructions, appear to have suffered total injury and damage at a level lower than a Level 4 or Level 5 Class member as described below.

3.3.4 Level 4 class members shall be those members of the Plaintiff Class who, in the judgment of the Settlement Administrator, suffered more substantial total loss and injury than a Level 1, 2 or 3 Class member, including multiple destructions of his or her property, destruction of his or her property in a manner causing emotional harm or trauma, destruction of his or her property in a situation in which he or she was present, and other factors indicating a total loss and injury greater than a Level 1, 2 or 3 Class member, but not as great as a Level 5 Class members.

3.3.5 Level 5 class members shall be those members of the Plaintiff Class who, in the judgment of the Settlement Administrator suffered the most substantial injury and damage and therefore have the largest claims. The following factors will be used to determine whether an individual class member is a Level 5 class member: i. whether the individual was present at the time of the seizure and destruction of his or her property, ii. whether the individual suffered multiple seizures and destructions of his or her property, iii. the nature and value of the property that was seized and destroyed, iv. whether the seizure and destruction of

the property appear to have caused significant emotional pain and suffering, and v. any other factor that heightens or worsens the degree of loss suffered.

3.4 After the close of the claims period, the Administrator shall determine the total number of verified Class members in each Level. The Administrator shall then apportion the Living Allowance and the Cash Fund as described below in Section 4 below.

3.5 The Claims Administrator will provide each claimant with a written notice that specifies the Administrator's determination of: a) whether or not the claimant is a Class member; b) if so, at which Level; c) the amount of Cash Fund and Living Allowance Fund, if any, the claimant is entitled to. The written notice shall also describe the procedures for accessing the Fund(s) and what assistance is available to assist in the process.

SECTION 4. THE DISTRIBUTION OF THE CASH FUND AND THE LIVING ALLOWANCE FUND

4.1 The Cash Fund shall be distributed in cash or cash equivalent (such as a transfer to a bank account as set forth below) to members of the Plaintiff Class whose membership in the Plaintiff Class has been verified pursuant to the terms of this Settlement Plan, in accordance with the provisions of this Settlement Plan.

4.2 The Settlement Administrator will pay the Cash Fund to verified members of the Plaintiff Class in a manner set forth below and designed to meet the immediate cash needs of the individual, to respect his or her dignity, and to provide for his or her needs for cash in a safe and responsible manner. While the Settlement Administrator shall have authority to vary from the terms set forth below, in general the cash payments shall be made as follows:

4.2.1 Members of the Plaintiff Class will be encouraged to and assisted in the establishment of bank accounts to which cash can be transferred by the Settlement Administrator, so that Class members can obtain the cash as they determine. If a bank account is established, the Settlement Administrator shall be authorized to transfer a Class member's entire allocation of the Cash Fund to his or her bank account.

4.2.2 Members of the Plaintiff Class who do not have bank accounts shall be paid their allocation of the Cash Fund in a check or currency, over time. Such payments shall generally be limited to \$100 per week but may be larger in the discretion of the Settlement Administrator.

4.2.3 Any Member of the Plaintiff Class may elect to place all or any portion of his or her allocation of the Cash Fund into the Living Allowance Fund, if he or she wishes for both sums to be distributed as set forth for the Living Allowance Fund below.

4.3 The Settlement Administrator will pay the Living Allowance to third parties on behalf of verified members of the Plaintiff Class in the manner set forth below and designed to maximize the actual benefit of the Living Allowance to each verified Class member entitled to receive a share of the Living Allowance. Any of the following may be paid from the Living Allowance: i. rent, including pre-paid rent; ii. move-in costs (e.g., first and last months' rent and security deposit); iii. utilities, including pre-paid utilities; iv. transportation costs, including but not limited to payments for an automobile or recreational vehicle, and v. any other payment to a third party for necessities of life for the Class member. The Parties shall not be entitled to object to the determination of the Settlement Administrator as to the propriety or entitlement to Living Allowance payments.

4.4 The Settlement Administrator shall, subject to the limitation in paragraph 4.9 below, pay the sum of \$500 from the Cash Fund to each Level 1 Class member, said sum to be paid either in two or three payments and on a date or dates (if the Level 1 payment is made in periodic payments) that balance the needs of the Level 1 Class member while keeping any cost of administration as low as reasonably possible.

4.5 The Settlement Administrator shall, subject to the limitation set forth in paragraph 4.9 below, pay the sum of \$1000 from the Cash Fund to each Level 2 Class member, in such a manner as to maximize the benefit of both amounts to each such Class member.

4.6 The Settlement Administrator shall, subject to the limitation set forth in paragraph 4.9 below, pay the sum of \$1,000 from the Cash Fund to and \$1,500 from the Living Allowance fund each Level 3 Class member in such a manner as to maximize the benefit of both amounts to each such Class member.

4.7 The Settlement Administrator shall, subject to the limitation set forth in paragraph 4.9 below, pay the sum of \$1,500 from the Cash Fund to each Level 4 Class member and make Living Allowance Payments of \$3,500 from the Living Allowance fund for each Level 4 Class member in such a manner as to maximize the benefit of both amounts to each such Class member.

4.8 The Settlement Administrator shall, subject to the limitation set forth in paragraph 4.9 below, pay the sum of \$5,000 from the Cash Fund to each Level 5 Class member and make Living Allowance Payments of \$9,000 from the Living Allowance fund for each Level 5 Class member in such a manner as to maximize the benefit of both amounts to each such member.

4.9 To the extent that either more or fewer Class Members are certified as valid by the Settlement Administrator than anticipated or and to the extent that the Class members at each Level vary from that anticipated, the payments from the Cash Fund and the Living Allowance Fund may be varied, provided that the proportions set forth in paragraphs 4.4 through 4.8, above are, as nearly as practicable, maintained. It is the intent of this Settlement Plan that the entire Cash Fund and the entire Living Allowance Fund shall go to benefit the Plaintiff Class in the manner set forth in this Settlement Plan.

4.10 Once a Class member has been verified by the Settlement Administrator as a Class member at any given Level, he or she shall be entitled to receive both the payments from the Cash Fund and the payments from the Living Allowance Fund and shall not lose this right if temporarily unable to receive the benefit for any reason. If a person who has been certified by the Settlement Administrator as a valid Class member dies before all of his or her distributions have been made, then any undistributed amount would revert to either the Cash Fund or the Living Allowance Fund.

4.11 Three years from the final approval of the Settlement Agreement, or any time thereafter, the Settlement Administrator may distribute all remaining money in the Cash and Living Allowance Funds to Level 1, 2, 3, 4 or 5 Class members in amounts determined by the Settlement Administrator to be in keeping with the overall distribution set forth in this Settlement Plan.

4.12 To the extent that the Court approves an incentive award for the Class representative plaintiffs pursuant to the Settlement Agreement, that amount shall be paid by the Settlement Administrator from the Cash Fund in the manner set forth in paragraph 4.2 and its subparagraphs above.

SECTION 5. COSTS OF ADMINISTRATION AND REPORTING

5.1 The costs of administering both the Cash Fund and the Living Allowance Fund shall be maintained at the lowest possible level and shall not exceed 3% of the total, and shall be paid out of the two Funds in proportion to the size of the Funds, and the Settlement Administrator is authorized to make such payments on a monthly basis until both the Cash Fund and the Living Allowance Fund are fully paid out.

5.2 The Settlement Administrator shall prepare and file with the Court a written report of all payments from the Cash Fund and from the Living Allowance Fund within three months of the date the first payment is made from either Fund, and shall prepare and file with the Court and with all counsel of record such a written report each six months thereafter until both the Cash Fund and the Living Allowance Fund are fully distributed. Such reports shall set forth in summary fashion the manner of and purpose for which the Cash Fund and Living Allowance Fund were expended during the period of the report.

SECTION 6. RESOLUTION OF DISPUTES

6.1 The Court shall retain jurisdiction to resolve any issue that may arise that is not anticipated in connection with the administration of this Settlement Plan, including but not limited to any change contemplated by paragraph 4.9 above. Should such an issue arise, it may be resolved at an informal hearing by the Court, without the necessity of briefing but in a manner designed to facilitate practical and effective resolution of any dispute or issue. The determination of the Court resolving any issue that may arise in connection with the administration of this Settlement Agreement shall be final and binding.

END OF DOCUMENT

Exhibit B



ADMINISTRATIVE ORDER

Subject: Purchasing Card (CAL-CARD) Use Policy	Number: 3-9
	Date Issued: 08/29/07 Date Revised:
Responsible Department: GSD/Purchasing	Approved:

Purpose

To establish the issuance, accounting, monitoring, retrieval and general oversight of the purchasing card (CAL-Card) use policy for the City of Fresno.

The CAL-Card will be the "Official" purchase card for the City. No other credit card(s) will be authorized and no payments will be made on any other credit card except as indicated in AO 1-9.

Policy

1. The Purchasing Manager is designated to be responsible for the City of Fresno purchasing card issuance, accounting, monitoring, retrieval, and for general oversight of compliance with this purchasing card use policy.
2. The purchasing card may be used only by those authorized and only for the purchase of goods for the official business of the City of Fresno.
3. All authorized users of purchasing cards shall submit documentation detailing the goods purchased, the cost of the goods, the date of the purchase and the official business for which it was purchased.
4. Upon separation, job transfer or promotion to a position which no longer necessitates the use of a purchasing card, the employee issued the purchasing card shall immediately return the purchasing card to the City of Fresno Purchasing Manager.
5. An authorized employee, who is issued a purchasing card, is responsible for its protection and custody, and shall immediately notify their Department Director or designee and the Purchasing Manager if the purchasing card is lost or stolen.
6. Upon payment, Accounts Payable will follow all established internal control procedures for approval, documentation and payment of purchase card charges.

Administrative Order 3-9
August 29, 2007
Page 2 of 5

Unauthorized use of a purchasing card shall result in disciplinary measures to the fullest extent of the law.

Procedures

1. Issuance of Purchasing Cards

- a. Purchasing cards will be issued to employees who are authorized by their Department Director. The cards will be issued to individuals, in the name of the individual; there will be no department cards. Only one card will be issued in an individual's name. Cards are nontransferable.
- b. The authorized credit limit of all purchasing cards issued shall be determined by the Purchasing Manager and Department Director or their designee. The amount will be based on the specific operational needs of each card holder. The authorized limit may be subsequently adjusted based on actual experience. Changes to the limit will be reviewed and approved by the Purchasing Manager and Director or their designee. The authorized credit limit shall not exceed \$2,500 per transaction.
- c. In order to obtain a CAL-Card, contact Purchasing Division at 621-1332.

2. Card Use

- a. The purchasing card shall be used for the purchase of parts or supplies or other goods in instances where the parts, supplies or goods are more immediately available than conventional sources. An example would be minor plumbing or electrical parts that can be purchased within a short drive from the worksite as opposed to a cross city trip to a normal part source.
- b. Purchases made via the purchasing card must comply with the City's purchasing and expenditure policies. The card in no way changes such policies.
- c. Anyone issued a City of Fresno purchasing card (CAL-Card) shall sign an Acknowledgement and Responsibility Form issued by Purchasing, thereby agreeing to abide by adopted City Purchasing Card Policies and Procedures and will be provided a copy of such policies and procedures during training and upon the receipt of the CAL-Card. The card holder is responsible for assuring that all purchasing card charges are accurate and consistent with policy guidelines.

Administrative Order 3-9
August 29, 2007
Page 3 of 5

3. Card Holder Responsibilities

a. The card holder must:

- (1) Ensure the card is used only for legitimate business purposes.
- (2) Maintain the card in a secure location at all times.
- (3) Not allow other individuals to use the card.
- (4) Adhere to City purchase limits and restrictions.
- (5) Obtain all sales slips, register receipts, and/or purchase card slips and provide same to their designated approving official.
- (6) Attempt to resolve disputes related to billing errors with the vendor directly or in conjunction with the Purchasing Manager.
- (7) Ensure the appropriate credit is issued for disputed items or billing errors on a subsequent purchase card statement.
- (8) Immediately report a lost or stolen purchase card to the card issuer and notify the Purchasing Manager of the lost or stolen card at the first opportunity during business hours.
- (9) Return the card to the Purchasing Manager upon terminating employment with the City.

4. Card Holder Liability

a. The purchasing card will not affect the card holder's personal credit; however, it is the card holder's responsibility to ensure that the card is used within stated guidelines, policies and procedures of the City. Failure to comply with program guidelines may result in the permanent revocation of the card, charge-back of an improper or unsupported transaction to the card holder for reimbursement to the City, notification of the situation to management, and further disciplinary measures, which may include termination.

5. Card Holder Termination or Card Cancellation

a. The City is required to close an account if a card holder:

- (1) Terminates City employment.
- (2) Moves to another Division.

Administrative Order 3-9
August 29, 2007
Page 4 of 5

b. The City reserves the right to cancel a purchase card for any of the following reasons:

- (1) The card is used for personal or unauthorized purposes.
- (2) The card is used to purchase any material or service that violates policy, law or regulation pertaining to the City.
- (3) The card holder allows the card to be used by another individual.
- (4) The card holder fails to provide the required receipts and supporting documentation.
- (5) The card holder does not adhere to all of the appropriate City Administrative Orders, policies and procedures.

6. Examples of Items That Cannot Be Purchased With the Credit Card:

- a. Cash advances
- b. Services such as: any item or service centrally managed by another City agency, such as:
 - Graphic Communications printing, copying, binding, and related capabilities
 - Information Technology Services managed automated equipment and software
 - Communications managed fax machines and telephone related equipment
- c. Firearms and ammunition
- d. Tobacco and alcohol products
- e. Travel or travel related expenses
- f. Recurrent requirements such as making several purchases for items that should be put on a multi—year contracts.
- g. Personal use items

Administrative Order 3-9
August 29, 2007
Page 5 of 5

7. Purchase Card Use Audits

The Purchasing Division will make periodic random audits of card use and charges for appropriateness. Areas to be monitored include, but are not limited to, compliance with this and other related Administrative Orders. Excessive and/or non-use by card holders will also be monitored. The City's Internal Audit Section may also perform periodic audits of the CAL-Card Program and credit card usage by City employees to ensure that all purchases are appropriate and for City Business purposes only.



ADMINISTRATIVE ORDER

Subject:	Garbage Removal; Clean-up of Temporary Shelters; and Code Enforcement Abatement Procedures	Number: 6-23
		Date Issued: 08/30/07 Date Revised:
Responsible Department:	City Manager	Approved:

Purpose

The City of Fresno receives regular complaints from citizens and businesses throughout the City which relate to health and safety, and other concerns arising in and around areas in which individuals have erected temporary shelters.

By this Administrative Order, the City of Fresno sets forth its policies and procedures for cleaning up areas in which individuals have constructed temporary shelters, and expresses its intention to implement these policies in a manner which balances the needs and rights of all of its citizens, including the residents of such temporary shelters. This policy does not establish any individual right to erect temporary shelters or otherwise encroach on public or private property.

Policy

The City of Fresno shall respond to complaints and concerns arising in and around areas in which individuals have erected temporary shelters in a manner that protects the public health and safety and which complies with applicable state and federal laws.

Procedures

Procedures applicable to garbage removal, enforcement of trespass laws and the clean-up of encampments are set forth in Sections I, II and III, below. Procedures applicable to code enforcement activities are set forth in Section IV, below.

I. Garbage Removal.

A. City-Owned Property.

- (1) The City of Fresno Community Sanitation Division regularly receives requests to remove trash and debris which has accumulated in or around City owned property. The Community

Administrative Order 6-23
August 30, 2007
Page 2 of 11

Sanitation Division shall continue to receive and act upon these requests for service consistent with its historical practice. However, when the Community Sanitation Division determines that a request for service involves the removal of trash or debris occurring within 200 feet of an area which contains temporary shelters, and absent exigent circumstances, such as an immediate threat to public health or safety, such trash or debris removal shall not occur until at least three (3) days after the posting and/or service of written notice in a form substantially similar to the Notice attached hereto as Exhibit A.

- (2) The posting and/or service of said notice shall be performed in a manner which is reasonably calculated to provide effective notice to any residents of the adjacent temporary shelters. Where possible, the notice shall describe the area subject to garbage removal as clearly as possible (e.g., the east side of the 400 block of Olive Avenue.)
- (3) As part of the removal of any trash and/or debris, the City of Fresno shall not destroy any materials of apparent value which appear to be the personal property of any individual. Personal property of apparent value may include clothing, shoes, jackets, tents, sleeping bags, bed rolls, blankets, backpacks, duffel bags, bicycles, tools, watches, jewelry, audio and video equipment, medications, toiletries, eyeglasses, purses, handbags, personal papers, equipment, photographs, books and baby strollers.
- (4) Trash and debris includes property that appears to have been discarded by its owner, but the fact that property is unattended does not necessarily mean that it has been discarded. Reasonable doubt about whether property is "trash or debris" or valuable property should be resolved in favor of the conclusion that the property is valuable and has not been discarded.

B. Private Property, Including Public Property Not Owned by the City.

The City will not respond to requests by private property owners, or owners of public property not owned by the City, to remove junk, trash and/or debris accumulated on private property unless a clean-up effort has been approved, in advance, by the City Manager's Office. In instances in which such approval is granted, and the request for services involves the removal of trash or debris occurring within 200 feet of an area which contains temporary shelters, the City will follow the notice procedure set forth in Section I, A, above.

Administrative Order 6-23
August 30, 2007
Page 3 of 11

II. Clean-Up(s)

A. Private Property, Including Public Property Not Owned by the City.

The City of Fresno regularly receives complaints from residents and business owners regarding the existence of temporary encampments constructed by individuals that have no legal right or permission to occupy the property. These complaints include a broad range of issues, including, but not limited to, loitering, trespass, drug sales and use, prostitution, assault and the accumulation of trash and debris.

(1) In situations where the City of Fresno has received complaints regarding alleged criminal activity at temporary encampments established on private property, the Police Department will respond to and handle the situation in accordance with current policy.

(2) The City will not respond to a request by private property owner to remove junk, trash and/or debris left behind on private property unless a clean up effort has been approved, in advance, by the City Manager's Office. In instances in which such approval is granted, the removal of trash and debris on private property shall be performed as set forth in Section III, A, below.

B. City-Owned Property.

(1) In situations in which the City of Fresno has received complaints regarding alleged criminal activity at temporary encampments established on City-owned property, the Police Department will respond to and handle the situation in accordance with current policy.

(2) If a clean-up involves the collection of personal property value, then the procedures set forth in Section III below will be followed. If the City desires to remove garbage in conjunction with any such action, it shall follow the procedures in Section I above.

III. Clean-up of Encampments.

For encampments of ten (10) or more individuals which have been in place for more than ten (10) days, the City shall seek to provide the residents of such encampments at least seven days advance notice of the need to vacate said property by posting and serving written notice in a form substantially similar to the Notice attached hereto as Exhibit B.

Administrative Order 6-23
August 30, 2007
Page 4 of 11

A. Clean-up of Encampments on City-Owned Property.

- (1) In situations in which the City of Fresno intends to clean areas where an encampment is located on City-owned property, the City will provide written notice of the intended clean-up in a form substantially similar to the Notice attached as Exhibit C. The City of Fresno will collect and dispose of any junk, garbage and/or debris in the area and will also collect and store any unattended personal property of value (as described in Section II, B(2) above). Personal property collected by the City will be stored for ninety (90) days without charge, during which time said property shall be available to be reclaimed by the subject owner. After the expiration of ninety (90) days, any unclaimed property will be destroyed.
- (2) The posting and service of said notice shall be performed in a manner which is reasonably calculated to provide effective notice to the residents of the temporary shelters, and to the extent possible, the notice shall describe the area subject to the clean-up effort as clearly as possible. The notice shall also be served by hand delivery and/or facsimile on the organizations that assist residents of temporary shelters including, but not limited to: The Fresno Rescue Mission, The Poverello House, St. Benedict Catholic Workers, Central California Legal Services and the Community Alliance Newspaper.

B. Clean-up of Encampments on Private Property, Including Public Property Not Owned by the City.

Request by property owners to enforce trespass laws may be reported to the Police Department or the City Manager's Office. The Police Department will respond to and handle the situation in accordance with current policy. However, the City will not respond to a request by a private property owner to clean-up encampments located on private property unless the clean-up request has been approved, in advance, by the City Manager's Office. In instances in which such approval is granted, clean-up of encampments on private property shall be performed as set forth in Section III, A, above.

IV. Code Enforcement.

- A. It is anticipated that the City of Fresno will, from time to time, pursue code enforcement activities concerning the abatement of a public nuisance which includes temporary encampments constructed by individuals. These activities may include, but are not limited to, weed abatement, the

Administrative Order 6-23
August 30, 2007
Page 5 of 11

collection and disposal of junk, garbage and/or debris, as well as the collection and disposal of personal property in and around the area of encampments.

- B.** In situations where code enforcement activities to abate a public nuisance involve the collection of personal property of value (as described in Section II, B(2) above) which reasonably appears to belong to an individual, the City will provide at least a three to seven day written notice of the intended clean-up in a form substantially similar to the Notice attached hereto as Exhibit D, and which, to the extent possible, shall describe the areas subject to the code enforcement activities as clearly as possible.
- C.** At the time the City abates the subject nuisance, it will collect and dispose of any junk, garbage and/or debris in the area and will also collect and store any unattended personal property which reasonably appears to belong to an individual. Personal property collected by the City as part of an abatement effort will be stored for ninety (90) days without charge, during which time it shall be available to be reclaimed by the subject owner. After the expiration of ninety (90) days, any unclaimed property will be destroyed.

FMK:tlc [40608tlc/fmk]

COF 01202

Administrative Order 6-23
August 30, 2007
Page 6 of 11

NOTICE OF GARBAGE REMOVAL

PLEASE TAKE NOTICE:

That on [_____ insert date _____] at [_____ insert time _____], the City of Fresno will remove and destroy garbage that has accumulated in the area of [_____ insert address _____].

The City will not remove or destroy the personal property of any individuals. However, to avoid any confusion, please move any personal property you may have away from any garbage piles located in this area. If you have any concerns or comments, please contact [_____ person and title _____] at [_____ address and phone number _____].

EXHIBIT 4

COF 01203

Administrative Order 6-23
August 30, 2007
Page 7 of 11

NOTICE OF TRESPASS

PLEASE TAKE NOTICE:

The City of Fresno has received complaints concerning individuals who are loitering near or residing in temporary shelters that have been constructed in the vicinity of [_____ insert address _____].

Any individual loitering or residing in this area may be trespassing, and must immediately move off this site and remove any personal property they own.

On [_____ insert date _____], at [_____ insert time _____], the City of Fresno will seek the voluntary cooperation of any individuals who remain on site to relocate, and will enforce trespass laws against any individual who fails or refuses to move off this site.

If you have any questions or comments, please contact [_____ person and title _____] at [_____ address and phone number _____].

Administrative Order 6-23
August 30, 2007
Page 8 of 11

NOTICE OF TRESPASS AND CLEAN-UP

PLEASE TAKE NOTICE:

The City of Fresno has received complaints concerning individuals who are loitering near or residing in temporary shelters that have been constructed in the vicinity of [_____ insert address _____].

Any individuals loitering or residing in this area may be trespassing, and will need to immediately move off this site and remove any personal property they own.

On [_____ insert date _____], at [_____ insert time _____], the City of Fresno will conduct a clean-up of the area, including the removal of all individuals, personal property, temporary shelters, junk and/or garbage from this area. Individuals wishing to reclaim personal property collected by the City as part of the clean-up project may do so by contacting [_____ person and title _____] at [_____ address and phone number _____] for a period of ninety (90) days following [_____ date of clean-up _____].

Personal property collected by the City shall be stored, without charge, for ninety (90) days. After ninety (90) days, any unclaimed property will be thrown away.

Administrative Order 6-23
August 30, 2007
Page 9 of 11

If you have any questions or comments, please contact [_____ person
and title _____] at [_____ address and phone number _____].

EXHIBIT C

COF 01206

Administrative Order 6-23
August 30, 2007
Page 10 of 11

NOTICE OF CODE ENFORCEMENT AND CLEAN-UP

PLEASE TAKE NOTICE:

The City of Fresno will be enforcing the Fresno Municipal Code which requires the removal of accumulated junk, property and/or garbage in the vicinity of [_____ insert address _____], including any temporary shelters. Any individuals who are residing or storing property in this area are in violation of the Fresno Municipal Code and will need to immediately move off this site and remove any personal property they own.

On [_____ insert date _____], at [_____ insert time _____], the City of Fresno will conduct a clean-up of the area, including the removal of all individuals, personal property, temporary shelters, junk and/or garbage from this area. Individuals wishing to reclaim personal property collected by the City as part of the clean-up project may do so by contacting [_____ person and title _____] at [_____ address and phone number _____] for a period of ninety (90) days following [_____ date of clean-up _____].

Personal property collected by the City shall be stored, without charge, for

EXHIBIT 11

COF 01207

Administrative Order 6-23
August 30, 2007
Page 11 of 11

ninety days. After ninety (90) days, any unclaimed property will be thrown away.

If you have any questions or comments, please contact [_____ person
and title _____] at [_____ address and phone number _____].

EXHIBIT P

COF 01208

ADMINISTRATIVE ORDER MANUAL TABLE OF CONTENTS

		Effective Date
SECTION 1: Finance		
1-1	Grant Administration.....	12/01/98
1-2	Petty Cash Reimbursements.....	04/13/04
1-3	Fixed Assets Inventory.....	10/10/03
1-4	Expenses on City Business.....	06/01/03
1-5	City Payment for Travel on City Business.....	04/01/99
1-6	Attendance at Conferences & Meetings of Professional Organizations.....	12/01/98
1-7	Cash Travel Advance.....	12/01/98
1-8	Local Government-Enhanced Airfare Program.....	07/12/04
1-9	Credit Card Use Policy.....	07/25/03
1-10	Suspected Misappropriation, Fraud & Other Similar Irregularities.....	09/08/03
1-11	Education for City Employees.....	07/01/06
1-12	Internal Audit – Authority, Responsibilities, Audit Reports.....	03/16/06
SECTION 2: Personnel Services/Risk Management		
2-1	Risk Allocation Policy for City Contracts.....	12/15/04
2-2	Transportation Allowance and Mileage Reimbursement Policy.....	02/15/00
2-3	Safety Policy.....	12/01/98
2-4	Vehicle Accident Procedures.....	12/01/98
2-5	Property Loss Procedures.....	12/01/98
2-6	Employment Procedures and Records Maintenance.....	04/01/03
2-7	Verification of Employment or Release of Information to Prospective Employers.....	09/01/00
2-8	Classification Plan Maintenance Procedure.....	12/01/98
2-9	Retirement Calculations for Deleted Class Titles.....	12/01/98
2-10	Flexible Staffing.....	12/01/98
2-11	Probationary Period for Flexibly Staffed Positions—Non-supervisory White Collar.....	12/01/98
2-12	Probationary Period for Flexibly Staffed Positions—Non-supervisory Blue Collar.....	12/01/98
2-13	Career Development of Management Analysts.....	12/01/98
2-14	Guide to Corrective Action.....	11/23/98
2-15	Resolution of Concerns of Management & Confidential Employees.....	12/01/98
2-16	Discrimination and Harassment Policy and Complaint Procedures.....	01/15/03
2-17	Policy Statement: Life Threatening Illness.....	12/01/98
2-18	Combined With A.O. 2-16.....	
2-19	Leaves of Absences.....	01/01/00
2-19.1	Attendance Policy.....	12/01/03
2-19.2	Attendance Policy (Applicable to ATU Unit 6).....	05/20/03
2-20	Sick Leave Policy.....	01/01/00
2-21	Family Leave.....	12/01/98
2-22	Salaries While Absent Due to Work-Related Injury.....	12/01/98
2-23	Reasonable Accommodation for Disabled Employees.....	12/30/02

		Effective Date
2-24	Employee Assistance Program	12/01/98
2-25	Policy on Drug & Substance Use	09/01/00
2-26	Light-Duty Assignments for Individuals Temporarily Disabled Due to Work-Related Injuries	12/01/98
2-27	Preventing Workplace Violence	07/09/99
2-28	Part-time, Hourly and Temporary Employees	09/01/00
2-29	Anti-Nepotism Policy	05/07/07
SECTION 3: GSD - Purchasing		
3-1	Citywide Purchasing Policy	06/01/02
3-2	Emergency Purchases	06/01/02
3-3	Sole-Source Purchases Over the Formal Bid Limit	06/01/02
3-4	Superseded by A.O. 6-19	
3-5	Property Sales to Employees	12/01/98
3-6	Uniform Program	12/01/98
3-7	City Letterhead, Stationery, Business Cards for City Employees	12/01/98
3-8	Disposition of Surplus City Property	05/07/07
3-9	Purchasing Card (CAL-CARD) Use Policy	08/29/07
SECTION 4: City Attorney		
4-1	Processing of Contracts to Which the City is Party	11/09/06
4-2	Request for Enforcement Action	12/01/98
4-3	Requests for Legal Opinions	12/01/98
4-4	Processing & Use of Standard Legal Documents	12/01/98
SECTION 5: City Clerk		
5-1	City Council Agenda Procedure	11/09/06
5-2	Definition of Public Record	12/01/98
5-3	Notification of Annexation to City Departments	12/01/98
5-4	Biannual Employee Service Award Program	12/01/98
5-5	City-Wide Employee Recognition Program	05/05/07
SECTION 6: City Manager		
6-1	Unbudgeted Projects Requested by Council Members	12/01/98
6-2	Procedure for Naming or Renaming City Facilities	12/01/98
6-3	Use of City Facilities & Equipment	12/01/98
6-4	Correspondence by City Departments to Outside Parties	12/01/98
6-5	Personal Use of Telephone	12/01/98
6-6	Release Time Policy for Employee Retirement Board Members	12/01/98
6-7	Acceptance of Gifts & Rewards	12/01/98
6-8	Participative Management Program	12/01/98
6-8.1	Idea\$ Pay	06/16/03
6-9	Superseded by AO1-12	08/01/00
6-10	Recommended Secretarial-Clerical Reference Materials	12/01/98
6-11	Superseded by A.O. 1-11	
6-12	Donation of Time to An Employee	12/01/98

		Effective Date
6-13	Administration of Administrative Leave	07/01/99
6-14	Executive Compensation.....	12/01/98
6-15	Department Director Performance Appraisal & Planning Program	12/01/98
6-16	City Internship Program.....	12/01/98
6-17	Holiday & Vacation Payoff for Unforeseeable Emergency	03/04/99
6-18	Communication With City Manager's Office Regarding Audits of City Departments.....	08/01/00
6-19	Contracts for Consultant Services	06/01/02
6-20	Public Information & Media Relations	01/15/03
6-21	Citywide Dress Standards	11/16/01
6-22	Contract Compliance System.....	11/09/06
6-23	Garbage Removal; Clean-up of Temporary Shelters; and Code Enforcement Abatement Procedures.....	08/30/07
SECTION 7: Public Works		
7-1	Parking Policy—Eligibility for Employee Parking Permits	11/24/03
7-2	Parking Policy—City Parking Facilities.....	10/30/03
7-3	Official Vehicle Permit Program	10/30/03
7-4	Parking Policy—Visitor Temporary Permits	10/30/03
SECTION 8: Miscellaneous		
8-1	Environmental Site Assessment.....	12/01/98
8-2	Centralized Facilities Services	12/01/98
8-3	Cellular Telephones	06/01/02
8-4	Responding to Public Records Act Requests for E-mail	09/15/03
8-5	Smoking in City Buildings	12/01/98
8-6	Access to City Hall When the Building is Locked	12/01/98
8-7	Funding of Special Events.....	12/01/98
8-8	City-Owned/Leased Vehicles—Acquisition, Assignment and Usage Policy	02/06/04
8-9	Flying of the American Flag at City Facilities	6/16/03
8-10	Participation in Citywide Recycling Programs	09/28/04
8-11	Use of Electronic Systems and Tools.....	07/24/07