CALIFORNIA

CITY OF BELMONT

Administrative Procedures Policies

2003

TABLE OF CONTENTS

CONSTRUCTION CONTRACT POLICIES AND PROCEDURES 3

COUNCIL STAFF REPORTS 5

- PURPOSE OF ADMINISTRATIVE PROCEDURE 5
- REGULAR SCHEDULED CITY COUNCIL MEETINGS 5
- SPECIAL SCHEDULED CITY COUNCIL MEETINGS 6
- STAFF REPORT FORMAT 6
- STAFF REPORT ROUTING SLIP – EXHIBIT A 7
- SAMPLE STAFF REPORT – EXHIBIT B 8

PROFESSIONAL SERVICES AGREEMENT POLICY 10

AGREEMENT FOR PROFESSIONAL SERVICES 11

DESTRUCTION OF RECORDS POLICY 16

- RECORDS DESTRUCTION PROCESS 17
- DESTRUCTION NOTIFICATION FORM 18
- DESTRUCTION NOTIFICATION LIST 19
- LOCAL GOVERNMENT RECORDS RETENTION GUIDELINES 20

PROPERTY DAMAGE CLAIMS PROCEDURES 21

CLAIM FOR DAMAGES AGAINST THE CITY OF BELMONT 22

- INCIDENT REPORT 24

PROCESSING PETITIONS 25

- PURPOSE OF ADMINISTRATIVE PROCEDURE 25
- PROCESSING PETITIONS 25

PUBLIC RECORDS ACT REQUEST 26

SUBPOENAS 27

CONSTRUCTION CONTRACT POLICIES AND PROCEDURES

Adopted April 22, 1997

Bid Opening

Construction contract bids shall be publicly opened and read by the City Clerk or designated representative, at the time and place established in the project specifications. City engineering staff, assisted by consultants, as appropriate, shall review and check the bids and make report and recommendations to the City Council concerning award of contract. Before submission to the City Council, the report and recommendation may be processed for concurrence by an appropriate committee of the City Council or a special committee appointed by the City Council.

Progress Payments

Progress payment requests for construction contract work are usually made by the contractor on a monthly basis. The contract amount is established by contract provisions. Within the scope of approved contract amounts, including authorized change orders or amendments, the Director of Public Works is hereby authorized to approve Progress Payments.

Change Orders

(a) The Director of Public Works is authorized to approve minor Change Orders, not exceeding the additive amount of $3,000.00, for each such Change Order. The cumulative amount of all such Change Orders for a Contract shall not exceed 10% of the original contract amount, nor shall the number of such Change Orders exceed ten (10), without further authorization by the City Counci1.

(b) For critically needed Change Orders, to prevent delay in prosecution of the project, the City Manager is authorized to approve Change Orders not exceeding the additive amount of $10,000.00 for each such Change Order. The cumulative amount of all such Change Orders for a Contract as provided for herein in sections (a) and (b) shall not exceed 10% of the original contract amount without further authorization by the City Council.

(c) For those Change Orders not provided for under (a) or (b) above, approval of critically needed Change Orders to prevent delay in prosecution of the project is hereby authorized to be made by a committee composed of the Mayor and the Chair of the City's Finance Committee. The Committee may be called into session at the request of the City Manager.

If time permits, Change Orders more than $10,000.00 should be brought to the City Council for approval. A Change Order of more than $10,000.00, if authorized by the Committee, will be announced to the City Council at the next City Council meeting, together with the reason that the Change Order was deemed critical and time sensitive. In any event, the amount of a Change Order approved by the Committee shall not exceed fifteen percent (15%) of the original approved contract amount.

Schedule Change (Required Time of Completion)

Construction project schedule changes (required time of completion) may be approved by the authorized individual or committee in conjunction with approval of a cost Change Order. For a time extension only (no money cost change) the City Manager may approve.

Resolution of Day to Day Construction Project Issues

City engineering staff and/or project consultants are authorized to pursue resolution of the myriad of problems and issues which arise during construction of a project, within the context of City Council approved plans, specifications and contract documents. This includes the negotiation of time delays, change order costs, etc., which will subsequently be presented to the Director of Public Works, the City Manager, the Committee, or the City Council as provided in Section 3, above, for approval.

Status Reports to City Council

As noted in Section 3(c), above, Committee approved cost Change Orders exceeding $10,000.00 each shall be reported to the City Council at the next regular City Council meeting. Status reports on other (smaller) Change Orders shall be made to the City Council on the first regular Council meeting each month.

Matters Reserved For City Council Action

The following are Construction Contract related matters, which shall be reserved for City Council action:

(a) Approval of project plans, specifications and contract documents, and authorization to advertise for bids.

(b) Approval or rejection of bids. and award of contract.

(c) Approval of Change Orders greater than $10.000.00, if not critical and time-sensitive, as outlined in 3(c) above.

(d) Authorization of Notice of Substantial Completion of a construction contract, or Notice of Partial Occupancy of a construction project.

(e) Approval and acceptance of completed project and authorization of filing of Notice of Completion.

(d) Disposition of all construction contract related legal claims.

COUNCIL STAFF REPORTS

Purpose of Administrative Procedure

The purpose of the procedure is to establish the timing and review process for all staff reports to be reviewed by the City Council at regularly and specially scheduled meetings. The process established herein is designed to provide sufficient timing for review by respective City personnel and to provide due diligence in processing items requested by members of the public and outside agencies.

Regular Scheduled City Council Meetings

1. The title of each project shall be provided to the City Clerk's office via e-mail no later than the second and fourth Friday of every month. The title shall be written as it appears on the Resolution. If there is not a recommendation to adopt a resolution or to pass a motion the title shall be the same as listed on the first sheet of the staff report. All titles should have reference to either a recommendation, motion or discussion and direction. (What do you want the Council to do?)

2. All Professional Services agreements for Council approval shall be forwarded to the City Attorney's Office before the accompanying staff report is submitted to the City Manager. (See Professional Services Agreement Policy in this section).

3. Department Heads shall submit corrected and signed staff reports when they are completed, but no later than 12:00 on Wednesday, for Finance review.

4. Finance will forward signed off Staff Reports to the City Manager’s office no later than 5:00 p.m. on Friday.

5. The City Manager will forward signed and completed Staff Reports to the City Clerk on or before 4:00 on the first and third Wednesday of the month.

Note: In the event that there are five Fridays during a particular month the schedule for submittal shall be pushed forward one week.

Special Scheduled City Council Meetings

1. The title of each project shall be provided to the City Clerk's office via e-mail 12 days prior to the City Council meeting.

2. All Professional Agreements for Council approval shall be forwarded to the City Attorney's Office before City Manager review.

3. Final (corrected, verified and signed) Staff Reports are to be submitted to the City Manager by 5:00 p.m. the Friday before packet day.

4. The City Manager shall provide the City Clerk with final and signed copies of all staff reports as soon as complete, but no later than four days prior to the Council meeting.

5. The special meeting schedule may be modified by the City Manager if necessary. In that event the City Manager will provide a new time schedule to Department Heads.

Staff Report Format

Attached as Exhibit A is a copy of the Staff Report Routing Slip.
A copy of this slip can be found on the network at H:/forms/finance forms/staff report route slip-4up

Attached as Exhibit B is a copy of the staff report format.
A copy of the format can be found on the network as H:/forms/staffrpt/council.doc.

City of Belmont **Staff Report Routing Slip**		
Step	**Action**	**Due Date**
1	Attorney review and sign if necessary	
2	Department head review and signature	Wed
3	Finance Department fiscal impact statement review: _____ ❑ No fiscal impact ❑ Account verified ❑ Project verified ❑ Funding verified ❑ Budget resolution prepared, if necessary ❑ Mid Year/End of Year adjustment language added, if necessary Initial:_____	Thu
4	City Manager review and signature	Fri 5PM

Sample Staff Report – Exhibit B

Council Agenda # _____
Meeting of _____,20__

STAFF REPORT

Insert Agenda Title Here

Honorable Mayor and Council Members

Summary

Insert Summary Here

Background and Discussion

Insert Background and Discussion Here

Fiscal Impact

Insert Fiscal Impact Here. Indicate if No Fiscal Impact

Recommendation

Insert Recommendation Here

Alternatives

Insert Alternatives Here

Attachments

Insert Attachments Here

Respectfully submitted,

_____	_____	_____
Staff Person Job Title	Department Head Title	Jere A. Kersnar City Manager

PROFESSIONAL SERVICES AGREEMENT POLICY

Starting with the May 14th City Council meeting, before an agenda report will be accepted, the Professional Services Agreement must be fully executed by all signatories except for the City Manager.

The staff report for the Professional Services Agreement should include the following:

- Staff Report
- Resolution (as an attachment) The Resolution needs to include the wording: **approved as to form by the City Attorney**
- Scope of Work (as an attachment) send this to City Attorney for approval

The Consultant, the City Attorney and the Finance Director must sign the Professional Services Agreement (PSA) **before** the accompanying staff report is submitted to the City Manager. Give two originals of the PSA to the City Clerk. The PSA is not listed as an attachment to the staff report. Please indicate on Routing Slip "PSA for City Clerk's use ONLY."

The City Clerk will obtain the City Manager's signature on the PSA after the City Council has approved the staff report. The originating department and Finance will receive a copy of the fully executed PSA and the Resolution approving it.

This new policy will insure that PSA's have been approved by all the parties before going to Council and, prevent unanticipated problems that occasionally occurred in the past when signatures were obtained after Council approval. The normal deadline for the submittal of staff reports to the City Manager will be the Monday before Packet Day by 8 a.m.

A sample Professional Services Agreement is on the following page, can be found on the H: drive in the following location: H:\FORMS\Profserv.doc

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the _____ day of _____ , 2002 by and between the City of Belmont hereinafter called "CITY" and _____ hereinafter called "CONSULTANT".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

1. That CITY desires to engage CONSULTANT to render certain professional services in the CITY;

2. That CONSULTANT is qualified to provide such services to the CITY and;

3. That the CITY has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.

1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

   Performance of the work specified in said Exhibit is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

   Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

2. Term; Termination.
   (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon completion of performance of services hereunder by CONSULTANT.
   (b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, CITY shall compensate CONSULTANT for services rendered, and reimburse CONSULTANT for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of CITY to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to CITY hereunder.

3. Compensation; Expenses; Payment. CITY shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's hourly rates during the time of the performance of said services. A copy of CONSULTANT"s hourly rates for which services hereunder shall be performed are set forth in CONSULTANT's fee schedule marked Exhibit A hereof, attached hereto and by this reference incorporated herein.

   Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum _____ ($_____) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by CITY's City Council, evidenced by motion duly made and carried.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to CITY, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event CITY desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by CITY's City Council by motion duly made and carried. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.

5. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to CITY for review and copying during regular business hours at CONSULTANT's place of business or as otherwise agreed upon by the parties.

6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.

7. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the services required and the CITY shall rely on such skills of the CONSULTANT to do and perform the work. In performing services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder.

8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to CITY, become the property of CITY.

9. Relationship of Parties. It is understood that the relationship of CONSULTANT to the CITY is that of an independent contractor and all persons working for or under the direction of CONSULTANT are its agents or employees and not agents or employees of the CITY.

10. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that CITY shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONSULTANT's officers or employees.

    CONSULTANT acknowledges the importance to CITY of CITY's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. CONSULTANT hereby agrees to defend, indemnify, and save harmless CITY, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, CITY, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful

misconduct of CONSULTANT, its officers, employees or agents in the performance of any services or work pursuant to this Agreement.

The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require CONSULTANT to indemnify CITY, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

12. Insurance. CONSULTANT shall acquire and maintain Workers Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance coverage relating to CONSULTANT's services to be performed hereunder covering CITYs risks in form subject to the approval of the City Attorney. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

Insurance Category	Minimum Limits
Workers' Compensation	statutory minimum
Employer's Liability	$1,000,000 per accident for bodily injury or disease
Commercial General Liability	$1,000,000 per occurrence and $2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONSULTANT's vehicle usage in performing services hereunder)
Professional Liability	$1,000,000 per claim and aggregate

Concurrently with the execution of this Agreement, CONSULTANT shall furnish CITY with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

(a) Precluding cancellation or reduction in coverage before the expiration of thirty (30) days after CITY shall have received written notification of cancellation or reduction in coverage by first class mail;

(b) Providing that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsement);

(c) Naming the CITY of Belmont, its Council, officers, boards, commissions, employees, and agents, as additional insureds; and

(d) Providing that CONSULTANT's insurance coverage shall be primary insurance with respect to CITY, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by CITY for itself, its Council, officers,

boards, commissions, employees, or agents shall be in excess of CONSULTANT's insurance and not contributory with it.

13. Notice. All notices required by this Agreement shall be given to the CITY and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

CITY:	City of Belmont 1070 Sixth Avenue, Suite 300 Belmont, CA 94002 Attention: City Manager
CONSULTANT:	

14. Non-Assignment. This Agreement is not assignable either in whole or in part.

15. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.

16. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

17. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.

18. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement, and each party shall bear its own legal costs.

16. Conflict of Interest. CONSULTANT may serve other clients, but none who are active within the City of Belmont or who conduct business that would place CONSULTANT in a "conflict of interest" as that term is defined in State law.

20. Entire Agreement. This Agreement, including Exhibit A comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

Dated: _____

CITY OF BELMONT

_____

City Manager

Dated: _____

APPROVED AS TO FORM

_____

City Attorney

Dated: _____

FUNDING VERIFIED:

_____

Finance Director

Dated: _____

CONSULTANT

_____

DESTRUCTION OF RECORDS POLICY

September 14, 2001

The City Attorney, with the assistance of the City Clerk, has established a new policy for the destruction of records. Attached is a routing form to be used when each department has determined a need to destroy records. The process would be as follows:

1. The Department Head approves the records for destruction. This will consist of a Destruction Notification List that outlines the nature of the records, the years they cover and the government code from the City Wide Public Records Retention and Destruction Policy that allows the destruction. The Destruction Notification Form and List is forwarded to the City Clerk for review.
2. The City Clerk approves the Destruction Notification Form and List and forwards them to the City Attorney for final approval. *If the City Clerk does not approve the Destruction Notification List, then the List will be returned to the originating department with an explanation why the records may not be destroyed.*
3. The City Attorney will review the Destruction Notification Form and List and return the Form and List to the City Clerk.
4. The City Clerk will then sign the Destruction Notification Form and sends a copy to the Originating Department for destruction.
5. The Originating Department will notify the City Clerk, via email or a memorandum, once the documents have actually been destroyed.
6. The City Clerk files the Destruction Notification Form and List.

Please note that it is each Department's responsibility to review the City-Wide Public Records Retention and Destruction policy, which can be found following the forms, prior to submitting a request for permission to destroy records.
The policy outlines specific records and the government codes that determine the retention period.

If you have any questions, please contact the City Clerk's office.

Records Destruction Process

Owning Department	1. Produces a list of records eligible for destruction and sends along with Destruction Notification Form to City Clerk.
City Clerk	2. Forwards approved list to the City Attorney for authorization according to GC 34090.
City Attorney	3. Authorizes the destruction of approved records. Returns list to City Clerk.
City Clerk	4. City Clerk signs and dates the Destruction Notification Form and returns a copy to Owning Department with instructions to destroy records.
Owning Department	5. Destroys records, Notifies the City Clerk, via email or a memorandum, once the documents are destroyed.
City Clerk	6. Files Destruction Notification Form.

DESTRUCTION NOTIFICATION FORM

DEPARTMENT: _____ DATE: _____

CONTACT: _____ EXT: _____

The attached list of records is eligible for destruction according to the City-wide Public Records Retention and Destruction Policy.

Please sign in the space below indicating the Department's review of the list of eligible records and approving these documents for destruction. Return this signed Destruction Notification Form and Destruction Notification List to the City Clerk's Office.

The following is the routing process. Attach the Destruction Notification List to this sheet. Please sign and forward to next on the list.

Routing Process	Signature	Date
1. Department Head approval and forward to City Clerk		
2. City Clerk to forward to City Attorney		
3. City Attorney for approval & return to City Clerk		
4. City Clerk signs destruction notification form & sends copy to originating department with instructions for destruction		
5. Originating Department notifies the City Clerk, via email or a memorandum, once the records have been destroyed		
6. City Clerk files Destruction Notification Form		

DESTRUCTION NOTIFICATION LIST

RECORD TITLES	RECORD DATES	GOVERNMENT CODE

DESTRUCTION APPROVED:

_____
Jean Savaree, City Attorney

Date:_____

LOCAL GOVERNMENT RECORDS RETENTION GUIDELINES

AUGUST 1999

(See your Supervisor, or City Clerk's office for copies of this section. The file can also be viewed at **http://www.sos.ca.gov/archives/locgov/localgovrm7.pdf**)

PROPERTY DAMAGE CLAIMS PROCEDURES

(Damages to City Property)

1. There should be a police report filed for these claims. Call the Police Office Specialist, and ask them to forward you a copy of the report, once you have the specifics.

2. Look to see if responsible party has listed an Insurance Co on the police report.

3. Make contact with the Insurance Agent/the insured and let them know the City of Belmont will bill them for repairs.

4. If there are repairs to be done on the property, obtain the bills from the appropriate department, usually Public Works Accounting Technician, unless it is trees, bushes, shrubs, contact the Parks Supervisor for the bills.

5. If there are labor charges involved (our workers), always use the standard hourly rate per the Master Fee Schedule.

6. Submit billing data to Finance so an invoice can be generated and the account receivable tracked.

7. Send Insurance Co. copies of bills and if the bills have been paid, send a copy of the check we paid.

8. The Insurance Co. should forward a check within 30 days. If not call the agent to follow-up.

9. The revenue in the fund used to pay will be recorded for expenses.

CLAIM FOR DAMAGES AGAINST THE CITY OF BELMONT

CLAIM FORM

City Claim No.	BE-

The undersigned hereby presents the following claim against the City of Belmont in accordance with the provisions of California Government Code Section 900, et. seq., or another state law:

PLEASE PRINT OR TYPE INFORMATION:

Name of Claimant: Mr./Mrs./Ms.	Spouse's Name	Home Phone ( )		Business Phone ( )
Mailing Address Street	Apt. #	City	State	Zip Code
Social Security #	Date of Birth	E-mail Address		
Date of Incident/Accident/Arrest	Time of Incident am/pm	Location of Incident/Accident/Arrest		
Date injuries, damages, or losses were discovered (if different than above)				
Describe the Incident or Accident including your reason for believing that the City is liable for your damages				

WHAT SPECIFIC INJURIES, DAMAGES, OR LOSSES DID CLAIMANT RECEIVE? PLEASE ITEMIZE. *Please attach repair estimates, proofs of purchase, or supporting documents currently in your possession.*

Items	Model No.	Age	Repair Cost	Replacement Cost	Amount Claimed	CITY USE

Other Losses – attach documents currently in your possession supporting: lost wages, lost revenue, medical expenses, etc.) Use additional paper if necessary.

Name(s) of Public Employee(s) you believe caused damages you are claiming:

If amount is in excess of $10,000 which is the appropriate court of jurisdiction? Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)]. *Please attach all receipts/estimates that are available.*

If this is a claim for indemnity, on what date were you served with the underlying lawsuit?

I (we), the Claimant(s) referred to in the foregoing claim have read said claim, and DO HEREBY CERTIFY AND DECLARE, UNDER PENALTY OF PERJURY, THAT ALL STATEMENTS THEREIN ARE TRUE AND CORRECT.

Signature of Claimant or Representative	Date
If signed by Representative, Representative's Name:	
Address:	
Home Phone:	Business Phone:
Relationship to Claimant:	

CONTACT AND FILING INFORMATION

Direct questions you have regarding this claim to:	Submit claim to:
George Hills Company Claims Administrator (925) 472-4966	City of Belmont Office of the City Clerk 1070 Sixth Avenue, Suite 311, Belmont, CA 94002

Your claim may be covered by insurance. Check with your insurance company.

CLAIMS MUST BE FILED ON THIS FORM TO BE ACCEPTED

CITY CLERK
CITY OF BELMONT
CITY HALL
1070 SIXTH AVENUE, SUITE 311
BELMONT, CA 94002
650-595-7413

The general provision for the filing of claims against public entities is contained in Part 3 (commencing at Section 900) of Division 3.6 of the Government Code. Certain claims are not governed by these general provisions, including tax and assessment matters, liens, employee compensation's, workers' compensation, unemployment compensation, welfare, securities and others. (Section 905)

The form and contents of a claim are specified by Section 910, et a seq. A claim relating to a cause of action for death or for injury to a person or to personal property or growing crops will be presented no later than six months after accrual of the cause of action; other claims will be presented within one year. (Section 911.2)

Claims are to be presented by delivery or mailing to the City Clerk, City Hall, Belmont, California. (Section 915)

It is suggested that the claimant refer to the claims law and fully advise himself with respect to the exceptions and further provisions contained therein.

(filled out by Department Supervisors, after Incident, and submitted to Finance)

CALIFORNIA
CITY OF BELMONT

INCIDENT REPORT

Injured person: _____

Address: _____

Home Phone: _____ Business Phone: _____

Date of Incident: _____ Time of Incident: _____

Location of Incident: _____

Describe the Incident: _____

Describe type of Property Damage and/or Vehicle Damage: _____

_____

_____

Name of City Employee/Department involved in incident: _____

_____

Witness: _____

Action taken, if any: _____

Was a Police Report filed?: _____

SUPERVISOR'S RECOMMENDATION:

_____

_____

_____

DEPARTMENT APPROVAL:

SUPERVISOR: _____ DATE: _____

EMPLOYEE: _____ DATE: _____

PROCESSING PETITIONS

Purpose of Administrative Procedure

The purpose of the procedure is to establish the timing and review process for all petitions received from the public at large. The process established herein is designed to provide sufficient timing for review by respective City personnel and to provide due diligence in processing items requested by members of the public. The establishment of Administrative Procedure #97-02 is a direct result of a process adopted by Council at the City Council meeting of November 19, 1996.

Processing Petitions

The below steps shall be followed for processing petitions:

1. Staff is to provide an initial response to submitter of petition explaining steps to deal with the petition and that the request will be forwarded to Council.

2. Forward petition to appropriate (existing) subcommittee and Council simultaneously. The subcommittee is to make a recommendation to the City Council.

3. If no appropriate subcommittee exists, agendize petition for Council to review and give direction (a recommendation will be provided by staff) to staff.

Effective date: July 1, 1997

PUBLIC RECORDS ACT REQUEST

1. Who may request?
   - ✓ Individuals
   - ✓ Businesses
   - ✓ News Media

2. Valid Request:
   - ✓ Identifiable Public Records
   - ✓ Specific Focused Request

3. When can records be inspected?
   - ✓ During regular business hours

4. Can copies be requested?
   - ✓ Yes, for cost of duplication and staff persons time spent in copying

5. How long do I have to comply with request?
   - ✓ Request to Review: Immediate access if available and no information needs to be redacted. If not available, 10 days
   - ✓ Request for Copies: 10 days

6. What records should not be produced?
   - ✓ Personnel file information that is confidential (benefits information, home address, etc.)
   - ✓ Investigative records
   - ✓ Draft memo not retained in ordinary course of business
   - ✓ Pending litigation documents
   - ✓ Attorney/Client documents
   - ✓ Attorney work product documents
   - ✓ Deliberative process documents

7. What to do if you aren't sure the document is a public document?
   - ✓ Call City Attorney at (650) 593-3117.

SUBPOENAS

From the City Attorney
December 14, 1998

It has come to my attention, through the City Clerk's office, that there may be some confusion at a staff level about how incoming subpoenas should be handled. If you or a member of your staff is served with a subpoena, that should be immediately transmitted to the City Clerk's office. The City Clerk will then transmit it to my office. No documents should be compiled and/or produced until they have been reviewed by my office. It is my understanding that several weeks ago, a subpoena was received and two departments pulled together documents and some of those documents were mailed out directly to the parties in the litigation.

It is extremely important that the City Clerk receive a copy of this, so that we can have a record of the date of service. On the above referenced subpoena, we are uncertain when that subpoena was served and on who it was served. It is also important that my office review the documents that are being produced in order to assure that we are not waiving any attorney/client privilege or producing documents that are not requested pursuant to the subpoena. I would really appreciate it if you would please discuss this with your staffs at your next opportunity. Please advise anyone who has any questions in regard to subpoenas to feel free to contact my office at any time.