

# **CITY OF MONTCLAIR**

**CITY COUNCIL  
SUCCESSOR REDEVELOPMENT AGENCY,  
MONTCLAIR HOUSING CORPORATION, MONTCLAIR  
HOUSING AUTHORITY, AND MONTCLAIR COMMUNITY  
FOUNDATION MEETINGS**

## **AGENDA PACKET**



**Monday, July 15, 2024  
7:00 p.m.**

**Montclair City Council Chambers  
5111 Benito Street  
Montclair, CA 91763**

**Mayor**

Javier "John" Dutrey

**Mayor Pro Tem**

Tenice Johnson

**Council Members**

Bill Ruh

Corysa Martinez

Benjamin "Ben" Lopez

**City Manager**

Edward C. Starr

**City Attorney**

Diane E. Robbins

**City Clerk**

Andrea M. Myrick



**REGULAR JOINT MEETING OF THE  
CITY COUNCIL, SUCCESSOR AGENCY, MONTCLAIR HOUSING CORPORATION,  
MONTCLAIR HOUSING AUTHORITY, AND MONTCLAIR COMMUNITY FOUNDATION**

to be held in the Council Chambers  
5111 Benito Street, Montclair, California

Monday, July 15, 2024  
7:00 p.m.

*If you want to provide comments on an agenda item, including public hearing and closed session items, please complete a Speaker Card located in the Council Chambers. The Mayor/Chair (or the meeting's Presiding Officer) will call on those who submitted requests to speak at the appropriate times during the meeting. Written comments (200-word limit per agenda item, and 200-word limit for all non-agenda items combined) can also be emailed to [cityclerk@cityofmontclair.org](mailto:cityclerk@cityofmontclair.org) at least one hour before the meeting begins.*

*Watch Council meetings live on the City's official YouTube Channel at <https://www.youtube.com/@cityofmontclair>, or via Zoom using the following information: **Zoom Link:** <https://zoom.us/j/93717150550> / **Dial Number:** 1 (669) 900-6833 / **Meeting ID:** 937-1715-0550. Video recordings of Council meetings are available on the City's website and can be accessed by the end of the business day following the meeting at <https://www.cityofmontclair.org/council-meetings/>.*

## **AGENDA**

- I. CALL TO ORDER** City Council [CC], Successor Agency Board [SA],  
Montclair Housing Corporation Board [MHC],  
Montclair Housing Authority Commission [MHA],  
Montclair Community Foundation Board [MCF]

**II. INVOCATION**

*In keeping with our long-standing tradition of opening our Council meetings with an invocation, this meeting may include a nonsectarian invocation. Such invocations are not intended to proselytize or advance any faith or belief or to disparage any faith or belief. Neither the City nor the City Council endorses any particular religious belief or form of invocation.*

**III. PLEDGE OF ALLEGIANCE**

**IV. ROLL CALL**

**V. PRESENTATIONS**

- A. Recognition of Outgoing Community Activities Commissioner Alex Hernandez  
B. Community Activities Commission Presentation of 2024 Home Beautification Awards

**VI. PUBLIC COMMENT**

*During Public Comment, you may comment on any subject that **does not** appear on this agenda. Each speaker has up to five minutes. The meeting's presiding officer may provide more or less time to accommodate speakers with special needs or a large number of speakers waiting in line. (Government Code Section 54954.3).*

*Under the provisions of the Brown Act, the meeting bodies are prohibited from participating in substantial discussion of or taking action on items not listed on the agenda.*

**VII. PUBLIC HEARINGS — None**

Page No.

**VIII. CONSENT CALENDAR**

A. Approval of Minutes

1. Regular Joint Meeting — July 1, 2024 [CC/SA/MHC/MHA/MCF]

174

	<u>Page No.</u>
<b>B. Administrative Reports</b>	
1. Consider Receiving and Filing of Treasurer’s Report [CC]	4
2. Consider Approval of Warrant Register & Payroll Documentation [CC]	5
3. Consider Receiving and Filing of Treasurer’s Report [SA]	6
4. Consider Approval of Warrant Register [SA]	7
5. Consider Receiving and Filing of Treasurer’s Report [MHC]	8
6. Consider Approval of Warrant Register [MHC]	9
7. Consider Receiving and Filing of Treasurer’s Report [MHA]	10
8. Consider Approval of Warrant Register [MHA]	11
9. Consider Authorizing The Purchase of a 2024 Ford F-150 4x4 Supercrew Vehicle for the Fire Department from Ken Grody Ford of Redlands in the Total Amount of \$60,000 [CC]	12
<b>C. Agreements</b>	
1. Consider Approval of Amendment No. 1 to Agreement No. 23-44 with Colts Landscape, Inc. for Additional Landscape Maintenance Services [CC]	13
2. Consider Approval of Agreement No. 24-55 with Cintas Corporation for Supply and Maintenance of Public Works Department Employee Uniforms [CC]	22
3. Consider Approval of Agreement No. 24-59 with Blais & Associates, Inc. for Grant Writing Services [CC]	37
4. Consider Approval of Agreement No. 24-60, with Set Free Church Pomona Valley for the Lease of a City Owned Property, Subject to Any Revisions Deemed Necessary by the City Attorney [CC]	56
5. Consider Approval of Agreement No. 24-61 with Loma Linda University Children’s Hospital, a Memorandum of Understanding for the Montclair Police Department’s use of the Children’s Assessment Center [CC]	
Consider Authorizing Chief of Police Jason Reed to Sign Agreement No. 24-61 [CC]	77
<b>D. Resolutions</b>	
1. Consider Adoption of Resolution No. 24-3437 Adopting a Records and Information Management Program Policy and Record Retention Schedules Together as the City of Montclair’s Official Records Management Program [CC]	89
2. Consider Adoption of Resolution No. 24-3446 Authorizing Placement of Liens on Certain Properties for Delinquent Sewer and Trash Charges [CC]	167

**IX. PULLED CONSENT CALENDAR ITEMS**

**X. COMMUNICATIONS**

- A. Department Reports
  - 1. Police Department — National Night Out
  - 2. Human Services Department — Upcoming Events
- B. City Attorney
- C. City Manager/Executive Director
- D. Mayor/Chairperson
- E. Council Members/Directors
- F. Committee Meeting Minutes *(for informational purposes only)*
  - 1. Personnel Committee Meeting — July 1, 2024 [CC]

173

**XI. ADJOURNMENT**

*The next regular joint meeting of the City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board will be held on Monday, August 5, 2024 at 7:00 p.m.*

*Reports, backup materials, and additional materials related to any item on this Agenda distributed to the meeting bodies after publication of the Agenda packet are available for public inspection in the Office of the City Clerk between 7:00 a.m. and 6:00 p.m., Monday through Thursday. Please call the City Clerk's Office at (909) 625-9416 or send an e-mail to [cityclerk@cityofmontclair.org](mailto:cityclerk@cityofmontclair.org) to request documents via e-mail.*

*If you need special assistance to participate in this meeting, call the City Clerk's Office at (909) 625-9416 or e-mail [cityclerk@cityofmontclair.org](mailto:cityclerk@cityofmontclair.org). Notification prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II)*

*I, Andrea M. Myrick, City Clerk, hereby certify that I posted, or caused to be posted, a copy of this Agenda not less than 72 hours prior to this meeting on the City's website at <https://www.cityofmontclair.org/agendas/> and on the bulletin board adjacent to the north door of Montclair City Hall at 5111 Benito Street, Montclair, CA 91763 on Thursday, July 11, 2024.*



# CITY COUNCIL AGENDA REPORT

---

<b>DATE:</b>	JULY 15, 2024	<b>FILE I.D.:</b>	FIN520
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	FINANCE
<b>ITEM NO.:</b>	1	<b>PREPARER:</b>	J. KULBECK
<b>SUBJECT:</b>	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

---

**REASON FOR CONSIDERATION:** The City Council is requested to consider receiving and filing the City of Montclair Treasurer's Report for the month ending June 30, 2024.

**BACKGROUND:** Included in the City Council's agenda packet is a copy of the Treasurer's Report for the period ending June 30, 2024.

**FISCAL IMPACT:** Routine—report of City's cash and investments.

**RECOMMENDATION:** Staff recommends the City Council receive and file the Treasurer's Report for the month ending June 30, 2024.



# CITY COUNCIL AGENDA REPORT

---

<b>DATE:</b>	JULY 15, 2024	<b>FILE I.D.:</b>	FIN540
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	FINANCE
<b>ITEM NO.:</b>	2	<b>PREPARER:</b>	A. VONG/V. FLORES
<b>SUBJECT:</b>	CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION		

---

**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of the Warrant Register and Payroll Documentation.

**BACKGROUND:** Mayor Pro Tem Johnson has examined the Warrant Register dated July 15, 2024; and the Payroll Documentation dated June 30, 2024, and recommends their approval.

**FISCAL IMPACT:** The Warrant Register dated July 15, 2024, totals \$2,146,280.82.

The Payroll Documentation dated June 30, 2024, totals \$860,551.08 gross, with \$612,847.55 net being the total cash disbursement.

**RECOMMENDATION:** Staff recommends the City Council approve the above-referenced Warrant Registers and Payroll Documentation.



# CITY COUNCIL AGENDA REPORT

---

<b>DATE:</b>	JULY 15, 2024	<b>FILE I.D.:</b>	FIN510
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	SA
<b>ITEM NO.:</b>	3	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

---

**REASON FOR CONSIDERATION:** The City Council acting as Successor to the Redevelopment Agency Board of Directors (Successor Agency Board) is requested to consider receiving and filing the Successor to the Redevelopment Agency Treasurer's Report for the month ending June 30, 2024, pursuant to state law.

**BACKGROUND:** Included in the Successor Agency Board's agenda packet is a copy of the Successor to the Redevelopment Agency Treasurer's Report for the period ending June 30, 2024.

**FISCAL IMPACT:** Routine—report of the Successor Agency's cash.

**RECOMMENDATION:** Staff recommends the Successor Agency Board receive and file the Successor to the Redevelopment Agency Treasurer's Report for the month ending June 30, 2024.



# CITY COUNCIL AGENDA REPORT

---

<b>DATE:</b>	JULY 15, 2024	<b>FILE I.D.:</b>	FIN530
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	SA
<b>ITEM NO.:</b>	4	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER APPROVAL OF WARRANT REGISTER		

---

**REASON FOR CONSIDERATION:** The City Council acting as Successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Warrant Register for the month ending June 30, 2024, pursuant to state law.

**BACKGROUND:** Vice Chair Johnson has examined the Successor to the Redevelopment Agency Warrant Register dated 06.01.24-06.30.24 in the amounts of \$5,173.63 for the Combined Operating Fund and \$0.00 for the Redevelopment Obligation Retirement Funds, and finds it to be in order.

**FISCAL IMPACT:** Routine—report of Agency's obligations.

**RECOMMENDATION:** Vice Chair Johnson recommends the City Council as Successor to the Redevelopment Agency Board of Directors approve the Successor to the Redevelopment Agency Warrant Register for the period ending June 30, 2024.





# CITY COUNCIL AGENDA REPORT

---

<b>DATE:</b>	JULY 15, 2024	<b>FILE I.D.:</b>	FIN525
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	MHC
<b>ITEM NO.:</b>	5	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

---

**REASON FOR CONSIDERATION:** The Montclair Housing Corporation Board of Directors is requested to receive and file the Montclair Housing Corporation Treasurer's Report for the month ending June 30, 2024, pursuant to state law.

**BACKGROUND:** Included in the Montclair Housing Corporation Board agenda packet is a copy of the Treasurer's Report for the period ending June 30, 2024.

**FISCAL IMPACT:** Routine—report of the Montclair Housing Corporation's cash and investments.

**RECOMMENDATION:** Staff recommends the Montclair Housing Corporation Board of Directors receive and file the Treasurer's Report for the month ending June 30, 2024.



# CITY COUNCIL AGENDA REPORT

---

<b>DATE:</b>	JULY 15, 2024	<b>FILE I.D.:</b>	FIN545
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	MHC
<b>ITEM NO.:</b>	6	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER APPROVAL OF WARRANT REGISTER		

---

**REASON FOR CONSIDERATION:** The Montclair Housing Corporation Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending June 30, 2024, pursuant to state law.

**BACKGROUND:** Vice Chair Johnson has examined the Warrant Register dated 06.01.24-06.30.24 in the amount of \$120,897.44 for the Montclair Housing Corporation and finds it to be in order.

**FISCAL IMPACT:** Routine—report of Montclair Housing Corporation's obligations.

**RECOMMENDATION:** Vice Chair Johnson recommends the Montclair Housing Corporation Board of Directors approve the Warrant Register for the period ending June 30, 2024.



# CITY COUNCIL AGENDA REPORT

---

<b>DATE:</b>	JULY 15, 2024	<b>FILE I.D.:</b>	FIN525
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	MHA
<b>ITEM NO.:</b>	7	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

---

**REASON FOR CONSIDERATION:** The Montclair Housing Authority Commission is requested to receive and file the Montclair Housing Authority Treasurer's Report for the month ending June 30, 2024, pursuant to state law.

**BACKGROUND:** Included in the Montclair Housing Authority Commission's agenda packet is a copy of the Treasurer's Report for the period ending June 30, 2024.

**FISCAL IMPACT:** Routine—report of Montclair Housing Authority's obligations.

**RECOMMENDATION:** Staff recommends the Montclair Housing Authority Commission receive and file the Treasurer's Report for the month ending June 30, 2024.



# CITY COUNCIL AGENDA REPORT

---

<b>DATE:</b>	JULY 15, 2024	<b>FILE I.D.:</b>	FIN545
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	MHA
<b>ITEM NO.:</b>	8	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER APPROVAL OF WARRANT REGISTER		

---

**REASON FOR CONSIDERATION:** The Montclair Housing Authority Commission is requested to consider receiving and filing the Warrant Register for the month ending June 30, 2024, pursuant to state law.

**BACKGROUND:** Vice Chair Johnson has examined the Warrant Register dated 06.01.24-06.30.24 in the amount of \$0.00 for the Montclair Housing Authority and finds it to be in order.

**FISCAL IMPACT:** Routine—report of Montclair Housing Authority's obligations.

**RECOMMENDATION:** Vice Chair Johnson recommends the Montclair Housing Authority Commission approve the Warrant Register for the period ending June 30, 2024.



# CITY COUNCIL AGENDA REPORT

---

<b>DATE:</b>	JULY 15, 2024	<b>FILE I.D.:</b>	VEH450
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	FIRE
<b>ITEM NO.:</b>	9	<b>PREPARER:</b>	D. POHL
<b>SUBJECT:</b>	CONSIDER AUTHORIZING THE PURCHASE OF A 2024 FORD F-150 4X4 SUPERCREW VEHICLE FOR THE FIRE DEPARTMENT FROM KEN GRODY FORD OF REDLANDS IN THE TOTAL AMOUNT OF \$60,000		

---

**REASON FOR CONSIDERATION:** The City Council is requested to consider authorizing the purchase of a 2024 Ford F-150 4x4 SuperCrew vehicle fore the Fire Department from Ken Grody Ford of Redlands in the total amount of \$60,000 to replace the current vehicle used by the Assistant Fire Chief.

**BACKGROUND:** The purchase of a 2024 Ford F-150 4x4 SuperCrew vehicle for use by the Assistant Fire Chief for Fire Department operations was approved in the Fiscal Year 2024-25 Budget. The Ford F-150 would replace a 2006 Ford Crown Victoria (Unit 76-06) that is 18 years old and does not meet the Assistant Fire Chief's requirements. The current vehicle does not have the space or equipment required to serve as an Incident Commander on a large-scale incident, nor does it provide adequate room to store the proper personal protective equipment needed.

**FISCAL IMPACT:** If authorized by the City Council, an expenditure of \$60,000 would be made from the Equipment Replacement Fund for the purchase.

**RECOMMENDATION:** Staff recommends the City Council authorize the purchase of a 2024 Ford F-150 4x4 SuperCrew vehicle for the Fire Department from Ken Grody Ford of Redlands in the total amount of \$60,000.



# CITY COUNCIL AGENDA REPORT

---

<b>DATE:</b>	JULY 15, 2024	<b>FILE I.D.:</b>	STA500/PRK050
<b>SECTION:</b>	CONSENT - AGREEMENTS	<b>DEPT.:</b>	PUBLIC WORKS
<b>ITEM NO.:</b>	1	<b>PREPARER:</b>	M. HEREDIA
<b>SUBJECT:</b>	CONSIDER APPROVAL OF AMENDMENT NO. 1 TO AGREEMENT NO. 23-44 WITH COLTS LANDSCAPE, INC. FOR ADDITIONAL LANDSCAPE MAINTENANCE SERVICES		

---

**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Amendment No. 1 to Agreement No. 23-44 with Colts Landscape, Inc. for additional landscape maintenance services. A copy of Amendment No. 1 to Agreement No. 23-44 is attached for the City Council consideration.

**BACKGROUND:** Last year, the City Council approved Agreement No. 23-44, a three-year contract with Colts Landscape, Inc. (Colts), expiring on June 30, 2026. Since July 1, 2023, Colts has maintained all of the landscaped medians along major roadways, including Central Avenue, Monte Vista Avenue, Holt Boulevard, Mission Boulevard, other local landscaped roadways and other facilities such as the Pacific Electric Bike Trail, Montclair Police Department building, Community Garden, and bridge overpasses.

A total of seven vacant positions currently exist in the Parks, Streets, and Sewer Divisions of the City Yard. There are four vacancies in the Parks Division, two in the Streets Division, and one in the Sewer Division. Due to these vacancies, staff requested a proposal from Colts to include landscape maintenance services for City parks and buildings. Colts will provide all tools, equipment, and materials necessary to maintain 13 parks and five other sites, including the Civic Center, City Yard, Fire Station Nos. 1 and 2, and the Montclair Transit Center.

This contract amendment is intended to address the existing staffing shortage in the City Yard. The landscaping maintenance work performed by Colts will alleviate the burden on existing crews. This will also allow existing staff to focus on street and sewer maintenance. An ongoing recruitment for the Maintenance Worker position has been posted and staff estimates that filling all seven vacant positions will take approximately six months to a year.

**FISCAL IMPACT:** The cost for Colts to provide the additional landscape maintenance services for Fiscal Year 2024-25 is estimated at \$323,817. Savings related to Maintenance Worker vacancies is estimated to be \$450,240 for the current fiscal year. City staff recommends these personnel savings be used for the proposed contract amendment.

**RECOMMENDATION:** Staff recommends that the City Council approve Amendment No. 1 to Agreement No. 23-44 with Colts Landscape, Inc. for additional landscape maintenance services.

**AMENDMENT No. 1 TO AGREEMENT NO. 23-44**

**WITH**

**COLTS LANDSCAPE, INC.**

**FOR**

**ADDITIONAL LANDSCAPE MAINTENANCE SERVICES**

This agreement is made and entered into this 22nd day of July, 2024, by and between the CITY OF MONTCLAIR, a municipal corporation hereinafter designated as "City," and COLTS LANDSCAPE, INC., hereinafter designated as "Contractor," and collectively designated as the "Parties."

**RECITALS**

WHEREAS, Parties have previously entered into Agreement No. 23-44 on July 1, 2023, for landscape maintenance services; and

WHEREAS, Parties entered into Agreement No. 23-44 for a period of three years expiring on June 30, 2026.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED** by and between City and Contractor to amend Agreement No. 23-44, as follows:

**Add the following to Item 2 SERVICES:**

Additional scope of work pursuant to this Agreement shall be performed in a good and workmanlike manner for the total monthly sum of \$22,784.78 in Fiscal Year 2024/25 as shown on Exhibit A-1. Contractor shall pay prevailing wages in accordance with the laws of the State of California.

Except as modified above, all other terms and provisions of Agreement No. 23-44, dated July 1, 2023, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth below their signatures.

CITY OF MONTCLAIR, CALIFORNIA

COLTS LANDSCAPE, INC.

By: \_\_\_\_\_  
Javier John Dutrey, Mayor

By: \_\_\_\_\_  
Name, Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Andrea M. Myrick, City Clerk

By: \_\_\_\_\_  
Name, Title:

Approved as to Form:

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Diane E. Robbins, City Attorney





June 20, 2024

City of Montclair

Monica Heredia, P.E. – Public Works Director/City Engineer

5111 Benito Street

Montclair, CA 91763

RE: Request for Proposal Landscape Maintenance for City Parks and Buildings.

Thank you for allowing us the opportunity to submit this proposal for the City of Montclair Parks and Buildings.

We will treat this contract with a committed team of professionals to ensure residents and visitors are impressed by the way the City of Montclair is caring for their City's landscape.

Respectfully,

---

Alfredo Jimenez, President



## Landscape Management Specifications

Colts Landscape Inc. (hereinafter referred to as Contractor) will provide all tools, equipment, and materials necessary to perform the specified work for the Owner or designated Owner's Representative (hereinafter referred to as 'Owner').

### I. TURF MANAGEMENT.

#### A. Lawn Mowing.

1. For all turf areas, Colts Landscape Inc. will inspect and police the grounds for litter and debris prior to each mowing and dispose of it.
2. Turf will be mowed and edge one time per week during active growing periods, and as often as required during slow periods of growth to maintain a neat and manicured appearance, weather permitting.
3. Mowing height for all irrigated lawn areas will be no less than 1½" and no more than 2½" for a finished cut height unless otherwise requested. Turf will be cut at a uniform height. Mowing pattern will be varied where possible to reduce rutting and compaction of grade.

All sidewalks curb lines, concrete slabs, tree circles, and bed edges will be edged as necessary to maintain a neat and manicured appearance.

At the conclusion of each visit, walks adjacent to work areas will be blown / clean.

### II. SHRUB BED MAINTENANCE

1. Landscaped areas will be policed throughout the growing season for weeds, litter, and debris. Particular attention will be paid to entryways, focal points, and high traffic areas.
1. Planter beds will be groomed to promote an attractive, fresh appearance.
1. Complete trimming, edging, and weeding of all shrub and ground cover areas will be done on a rotation basis. Major pruning will be done following flowering or during plant's dormant season.
1. Pruning to be performed by Colts Landscape Inc. staff who have been trained and demonstrate competency in proper pruning techniques.
1. Prune shrubbery and hedges at established "maintenance" height.
1. Prune groundcover as required to "contain" perimeter growth to within bed areas where adjacent to walks, curbs, and structures. Mature groundcover will be maintained at a consistent appearance with a beveled or rolled edge at hard surfaces.
1. Shearing of plants will occur only where previous practice has been to shear, or as directed.
1. Removal of leaves from and debris from lawns, planter beds, and walkways will be completed Throughout the year as needed to maintain a clean appearance.



## SPECIAL TASK INCLUDED WITH THE CONTRACT

- Replacement of doggie bags (wilderness Park)
- Shrub Trimming at Wilderness Park & Saratoga Park 1X Quarterly
- Visual inspections to Playgrounds and Exercise areas. Report damages
- Fertilization of lawn areas 3X P/Y. Plants 1x P/Y
- Treatment of broadleaf in grass areas.
- Cleaning of Splash Pad and report repairs needed at Alma Hoffman Park
- Litter control (days of service)
- Irrigation system inspections (8hrs per week)
- City Hall – Dolphin play area and skate park area clean once p/week
- Saratoga Park – Little league baseball fields to be mow twice per week during playing season.  
Mow days to be Tuesday and Friday morning.



## WORK PERFORMED AT AN ADDITIONAL FEE

- Installation of Plants/Seasonal color
- Irrigation repairs will be completed on a time & material basis
- Trimming of tree over 12' in total height
- Treatment for rodents
- Scalping or renovation of lawns areas
- Correction of pre-existing conditions such as dead or dying plant material requiring remedial work
- Cleaning and/or repairing from acts of vandalism, natural disorders, or acts of nature (example: freeze, wind, fire, etc.)
- Decomposed granite replenishment
- Mulch replenishment
- Playground woodchips/rubber
- Repairs of playground and/or exercise equipment
- Field preparations
- Restroom cleaning

Note; Visual inspections to baseball fields and playgrounds were performed by Colts landscape Inc staff. We believed that the baseball fields and playgrounds are not up to code. We would gladly perform the maintenance and reporting's. However, due to those condition, Colts Landscape, Inc. would not be liable for any incident/accident that could occur due to the condition of the areas mentioned.



## City of Montclair Parks & Buildings

No.	Description	Monthly Cost	Annual Cost
1	Civic Center, 5111 Benito Street	\$1,170.00	\$14,040.00
2	City Corporate Yard	\$200.00	\$2,400.00
3	Fire Station #1	\$110.00	\$1,320.00
4	Fire Station #2	\$330.00	\$3,960.00
5	Transit Center & Kids Station	863.28	\$10,359.36
6	Alma Hoffman Park, 5201 Benito Street	\$644.70	\$7,736.40
7	Mini Park #1. 9120 Monte Vista Avenue	\$353.68	\$4,244.16
8	Mini Park #2, 4682 Highland Street	\$261.36	\$3,136.32
9	MacArthur Park, 5450 Deodar Street	\$1,356.98	\$16,283.76
10	Moreno Vista Park, 4675 Moreno Street	\$1,747.63	\$20,971.56
11	Saratoga Park, 5397 Kingsley Street	\$4,586.87	\$55,042.44
12	Sunrise Park, 5500 Princeton Street	\$1,327.83	\$15,933.96
13	Sunset Park, 4351 Orchard Street	\$2,240.29	\$26,883.48
14	Wilderness Park	\$1,440.00	\$17,280.00
15	Essex Park, 4295 Howard Street	\$2,295.50	\$27,546.00
16	Golden Girls Park, 4594 San Bernardino Street	\$1,415.70	\$16,988.40
17	Kingsley Park, 5575 Kingsley Street	\$1,698.84	\$20,386.08
18	Reeder Ranch	\$742.12	\$8,905.44
	<b>TOTAL</b>	<b>\$22,784.78</b>	<b>\$273,417.36</b>
19	Prep ball fields for season (once per week/materials not included)	\$4,200.00	\$50,400.00



**Complete Agreement.** This Agreement constitutes the entire Agreement of the parties. both parties have read this Agreement and fully understand its contents.  
**Colts Landscape Inc.** a California Contractor

**Property Representative;**

Approve by \_\_\_\_\_

Name \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Colts Landscape Inc. Representative;**

Approve by \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Thank you for choosing Colts Landscape Inc.*

*Presented by:*

Alfredo Jimenez

VP of Operations

Southern California Office

714-925.8424 📞

[ajimenez@coltslandscapeinc.com](mailto:ajimenez@coltslandscapeinc.com) ✉️

[www.coltslandscapeinc.com](http://www.coltslandscapeinc.com) 🌐

[www.coltslandscapeinc.com](http://www.coltslandscapeinc.com)

12111 Chapman Ave., Garden Grove, CA 92840 • TEL 714-925-8424

CA Contractor's License #996285 A, C-27, D-49



# CITY COUNCIL AGENDA REPORT

---

<b>DATE:</b>	JULY 15, 2024	<b>FILE I.D.:</b>	PUB100
<b>SECTION:</b>	CONSENT - AGREEMENTS	<b>DEPT.:</b>	PUBLIC WORKS
<b>ITEM NO.:</b>	2	<b>PREPARER:</b>	M.PARADIS
<b>SUBJECT:</b>	CONSIDER APPROVAL OF AGREEMENT NO. 24-55 WITH CINTAS CORPORATION FOR SUPPLY AND MAINTENANCE OF PUBLIC WORKS DEPARTMENT EMPLOYEE UNIFORMS		

---

**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 24-55 with Cintas Corporation to for supply and maintenance of uniforms for personnel in the Public Works Department. A copy of proposed Agreement No. 24-55 is attached for the City Council's review and consideration.

**BACKGROUND:** The Public Works Department provides uniforms to 26 employees. Cintas Corporation is responsible for supplying nine uniform changes per employee; providing clean uniforms weekly; making uniform repairs as needed; replacing unrepairable uniforms; and supplying mechanic's shop towels, janitorial cleaning towels, fender covers, floor mats, and dust mop heads.

At its meeting on May 1, 2012 the City Council approved Agreement No. 12-33 between the City of Montclair and Cintas Corporation for supply and maintenance of Public Works department employee uniforms. Agreement No. 12-33 was for one five-year term and included a clause for one additional five-year term.

At its meeting on June 5, 2017 the City Council approved Agreement 17-39 between the City of Montclair and Cintas Corporation for supply and maintenance of Public Works department employee uniforms. Agreement No. 17-39 extended the contract between the City of Montclair and Cintas Corporation for one additional fire year term. Agreement 17-39 expired on June 31, 2022. Cintas Corporation has continued to supply uniforms for maintenance personnel outside of contract.

Proposed Agreement No. 24-55 for supply and maintenance of Public Works department employee uniforms for one five-year period beginning in July 1, 2024 is attached for City Council review. This agreement can be terminated by the City at any time for nonperformance provided a 30-day written notice is given to the company to allow corrections to be made.

**FISCAL IMPACT:** The cost to provide uniform services is \$8.82 per person per week for the next 60 months. Funds for this purpose are included in the Fiscal Year 2024-25 Public Works budget.

**RECOMMENDATION:** Staff recommends the City Council consider approval of Agreement No. 24-55 with Cintas Corporation for supply and maintenance of Public Works Department employee uniforms.

**CITY OF MONTCLAIR**  
**SUPPLY AND MAINTENANCE OF UNIFORMS**  
**FOR THE PUBLIC WORKS DEPARTMENT**

THIS AGREEMENT is made and effective as of July 1, 2024 between the City of Montclair, a municipal corporation ("City") and Cintas Corporation, a Nevada Corporation ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on July 1, 2024, and shall remain and continue in effect for five years, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Contractor shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. **PERFORMANCE**

Contractor shall at all times faithfully, and competently perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement. Contractor shall have the duty to prepare any design documents free from defects.

4. **CITY MANAGEMENT**

City Manager shall represent City in all matters pertaining to the administration of this Agreement and shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change Contractor's compensation, subject to Section 5 hereof.

5. **PAYMENT**

(a) The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed \$5,000.00 per month unless additional payment is approved as provided in this Agreement.



(b) Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Contractor at the time City's written authorization is given to Contractor for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall total compensation exceed Ten Thousand Dollars (\$10,000.00). Any additional work in excess of this amount shall be approved by the City Council.

(c) Contractor will submit invoices monthly for actual services performed. Said invoices shall detail all costs, rates and hours for individual tasks. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of the Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

(d) Contractor agrees that, in no event shall City be required to pay to Contractor any sum in excess of ninety-five percent (95%) of the maximum payable hereunder prior to receipt by City of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to City. Final payments shall be made no later than sixty (60) days after presentation of final documents and acceptance thereof by City.

## 6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least thirty (30) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor on a pro-rata basis the actual value of the work performed up to the time of termination, provided that the work performed is in compliance with this Agreement. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 5(c).

## 7. DEFAULT OF CONTRACTOR

(a) The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating

Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and to the extent the default is without fault or negligence of the Contractor, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Contractor a written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

## 8. OWNERSHIP OF DOCUMENTS

(a) Contractor shall maintain complete and accurate records with respect to billed time, sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, claims, applications, computer files, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Contractor. Any reuse or modification of the work product without the prior written consent of Contractor will be at the sole risk of the City. With respect to computer files, Contractor shall make available to the City, at the Contractor's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

## 9. INDEMNIFICATION

(a) Defense, Indemnity and Hold Harmless. Contractor shall defend, indemnify, and hold harmless the City, its present and former officers, directors, employees, agents, staff, volunteers, mayor, council, boards, committees, and

representatives, as broadly interpreted (collectively, the “Indemnified Parties”), of and from all claims, suits, demands, obligations, losses, damages, sums, or any other matters threatened or presently asserted, including but not limited to all legal fees, costs of defense and litigation expenses (including legal fees, expert fees and any other costs or fees, including those of adverse parties imposed on or sought against the Indemnified Parties), arising directly or indirectly out of any liability or claim of loss or liability for personal injury, bodily injury to persons, contractual liability, errors or omissions, breach, failure to perform, damage to or loss of property, or any other loss, damage, injury or other claim of any kind or nature arising out of the work to be performed by Contractor herein, caused by or arising out of the negligent acts or omissions, or intentional misconduct of Contractor, including its subcontractors, subContractors, employees, agents, and other persons or entities performing work for Contractor.

(b) Contractual Indemnity. To the fullest extent permitted under California law, Contractor shall contractually indemnify, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, amounts for good faith settlement, or costs of any kind, whether actual, alleged or threatened, including attorney’s fees and costs, court costs, interest, defense costs, and expert witness fees and costs), arising out of or related to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to Contractor’s officers, agents, representative, employees, independent contractors, subcontractors, subContractors, or affiliated or related entities and/or its or their employees, agents and representatives, caused by or arising out of all negligent acts or omissions, or intentional misconduct of Contractor, including its subcontractors, subContractors, employees, agents and other persons or entities performing work for Contractor. Indemnification shall include any claim that Contractor, or Contractor’s employees or agents, are or may be considered and treated as employees of the City or are entitled to any employee benefits from City including but not limited to those available under Public Employees Retirement Law. The obligation to indemnify, defend and hold harmless the Indemnified Parties shall apply to all liability as defined above regardless of whether the Indemnified Parties were or are alleged to have been negligent, except that it shall not apply to claims arising from the sole negligence or willful intentional misconduct of the Indemnified Parties. Contractor’s obligation to defend the Indemnified Parties is not contingent upon there being an acknowledgement of or determination of the merit of any claims, liability, demands, causes of action, suits, losses, expenses, errors, omissions and/or costs.

(c) Subcontractors/SubContractors and Indemnification. Contractor agrees to and shall obtain executed indemnity agreements in favor of the Indemnified Parties with provisions identical to those set forth from each and every Subcontractor, Sub Contractor, or other person or entity involved by, for, with, or on behalf of Contractor in the performance of any aspect of this Agreement. In the event Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible for each and every Subcontractor, SubContractor or other person or entity in terms of defense, indemnity and hold harmless obligations in favor of the Indemnified Parties as set forth above. This obligation to indemnify and defend the Indemnified Parties is binding on the

successors, assigns, or heirs of Contractor and shall survive the full performance or termination of this Agreement. These indemnification provisions are independent of and shall not in any way be limited or superseded by the insurance requirements and insurance-related provisions of this Agreement.

(d) City Lost or Damaged Property – Theft. Contractor further agrees to pay or cause to be paid to the Indemnified Parties' benefit, any and all damages, fines, penalties, and loss or theft of property of the City arising out of or related in any way to the negligent acts or omissions or intentional misconduct of Contractor or of Contractor's officers, agents, representatives, employees, independent contractors, subcontractors or affiliated or related entities and/or its or their employees, agents and representatives, whether such actions, omissions to act, negligence or intentional conduct is or was authorized by this Agreement or not. City assumes no responsibility whatsoever for any property placed on the premises of City. Contractor further agrees to waive all rights of subrogation against the Indemnified Parties.

(e) Non-Waiver and Non-Exhaustion of City's Further Rights and Remedies. No aspect of this provision shall in any way limit or effect the rights of the Indemnified Parties against the Contractor under the terms of this Agreement or otherwise. The indemnification provisions shall apply regardless of whether this Agreement is executed after Contractor begins the work and shall extend to claims arising after this Agreement is performed or terminated, including a dispute as to the termination of Contractor. The indemnity obligations of Contractor shall continue until it is determined by final judgment that the claim against the City and any Indemnified Parties is determined by final judgment and after exhaustion of any rights of appeal. Further, no aspect of this provision shall impact the City's rights to contribution from Contractor, or for the City to dispute Contractor's refusal to defend and indemnify City.

(f) Limitations on Scope of Indemnity. Notwithstanding the foregoing, Contractor shall not be responsible for indemnification for claims or losses caused by the sole negligence or intentional wrongdoing of Indemnified Parties. Further, the indemnity provided shall be interpreted as broadly as permitted under California law and as to agreements between parties and shall if required be reformed to be consistent with those laws to protect and save this provision for the protection of the Indemnified Parties.

(g) The obligations of Contractor under this or any other provision of this Agreement shall not be limited by the provisions of any workers' compensation act or similar act. The Contractor expressly waives any statutory immunity under such statutes or laws as to the Indemnified Parties. The Contractor's indemnity obligation set forth in this Section 9 shall not be limited by the limits of any policies of insurance required or provided by the Contractor pursuant to this Agreement.

(h) The Contractor's covenant under this Section 9 shall survive the expiration or termination of this Agreement.

## 10. INSURANCE

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

(a) Types of Required Coverages

Without limiting the indemnity provisions of the Contract, the Contractor shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

- (1) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 aggregate total bodily injury, personal injury, and property damage.
- (2) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), including owned, non-owned and hired autos, or the exact equivalent, with minimum limits of \$1,000,000 for bodily injury and property damage, each accident. If Contractor owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto endorsement to the general liability policy. Automobile liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.
- (3) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.

(b) Endorsements

Insurance policies shall not be in compliance if they include any limiting provision or endorsement. The insurance policies shall contain, or be endorsed to contain, the following provisions:

(1) Commercial General Liability

Additional Insured: The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of contractor
4. Exclude "Third-Party-Over Actions"
5. Contain any other exclusion contrary to the Agreement

Additional Insured Endorsements shall be at least as broad as ISO Forms CG 20 10 11 85; or CG 20 and 10 and CG 2037.

Primary Insurance: This insurance shall be primary and any other insurance, whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement, shall be in excess of, and shall not contribute with, this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

(2) Auto Liability

Additional Insured: The City, its elected officials, officers, employees, volunteers, boards, agents, and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor.

Primary Insurance: This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

(3) Workers' Compensation

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

(c) Notice of Cancellation

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(d) Waiver of Subrogation

Required insurance coverages shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

(e) Evidence of Insurance

All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(f) Deductible or Self-Insured Retention

Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the Contractor or the City.

(g) Contractual Liability/Insurance Obligations

The coverage provided shall apply to the obligations assumed by the Contractor under the indemnity provisions of this Agreement. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Contractor under this Agreement.

(h) Failure to Maintain Coverage

Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Contract. In addition, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

(i) Acceptability of Insurers

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the City.

(j) Claims Made Policies

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Contractor's Agreement with the City and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

(k) Insurance for Subcontractors

Contractor shall be responsible for causing Subcontractors/ SubContractors to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractors'/SubContractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as board as CG 20 38 04 13.

11. INDEPENDENT CONTRACTOR

(a) Contractor is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control and shall not be construed to be employees of City for any purpose, including eligibility under Public Employees Retirement Law. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. Contractor shall be solely responsible and hold the City harmless for all matters relating to the payment of Contractor's employees, including compliance with Social Security withholdings and all other regulations governing such matters.

(b) No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES



The Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

13. UNDUE INFLUENCE

Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Montclair in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Montclair will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or subContractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(b) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subContractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Contractor.

However, City’s right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(c) Contractor shall comply with all applicable federal, state and local Conflict of Interest laws, including the Political Reform Act (California Government Code, Section 81000, *et. seq.*) and California Government Code, Section 1090, *et. seq.* Contractor covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent or subContractor. Contractor further covenants that Contractor has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Contractor and/or its subContractors shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement. Further, Contractor covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the recommendations made by the Contractor. The Contractor’s covenant under this Section shall survive the termination of this Agreement.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:	Monica Heredia City Engineer City of Montclair 5111 Benito Montclair, CA 91763
----------	--

To Contractor:	Sean King Key Account Manager Cintas Corporation 2150 S. Proforma Ave. Ontario, CA 91761
----------------	--

17. ASSIGNMENT AND SUBCONTRACTING

The Contractor shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, nor any monies due hereunder, without prior written consent of the City. The City's consent to an assignment of rights under this Agreement shall not release the Contractor from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by the Contractor in violation of this Section 17 shall be void and of no legal effect and shall constitute grounds to terminate this Agreement for cause. The Contractor shall not subcontract any performance required under this Agreement without the City's prior written consent.

18. LICENSES

At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement, including a City of Montclair business license.

19. GOVERNING LAW

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Montclair.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. CONTENTS OF REQUEST FOR PROPOSALS

Contractor is bound by the contents of the proposal submitted by the Contractor, Exhibit "A" hereto. In the event of conflict, the requirements of this Agreement shall take precedence over those contained in the Contractor's proposal.

22. CONFIDENTIALITY

Information and materials obtained by the Contractor from City during the performance of this Agreement shall be treated as strictly confidential and shall not be used by the Contractor for any purpose other than the performance of this Agreement. Contractor's covenant under this Section shall survive the expiration or termination of this Agreement.

23. DISCRIMINATION

The Contractor agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the Contractor agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.

24. EFFECT OF PARTIAL INVALIDITY

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement and any application of the terms shall remain valid and enforceable under this Agreement or California law.

25. CLAIMS AGAINST CITY

Contractor must comply with the claim procedures set forth in Government Code sections 900, *et. seq.*, and/or Montclair Municipal Code, Chapter 1.16, as applicable, prior to filing any lawsuit against the City. Such claims and any subsequent lawsuit based upon the claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

26. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

27. NO THIRD PARTY BENEFICIARIES

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

28. COST OF LITIGATION

If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses and attorneys' fees paid or incurred in good faith.

29. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

30. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MONTCLAIR

CONTRACTOR

By: \_\_\_\_\_  
Javier J. Dutrey, Mayor

By: \_\_\_\_\_  
Name: Sean King  
Title: Key Account Manager

Attest:

By: \_\_\_\_\_  
Andrea M. Myrick, City Clerk

By: \_\_\_\_\_  
Name:  
Title:

Approved as to Form:

By: \_\_\_\_\_  
Diane E. Robbins, City Attorney



**FISCAL IMPACT:** The cost estimate for future grant applications will cost \$80,000 through the end of the fiscal year. The term of the agreement for grant writing services is July 1, 2024 through June 30, 2025.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 24-59 with Blais & Associates, Inc. for grant writing services.

**CITY OF MONTCLAIR**

**AGREEMENT FOR CONSULTANT SERVICES**

**GRANT WRITING**

THIS AGREEMENT is made and effective as of July 1, 2024, between the City of Montclair, a municipal corporation ("City") and Blais and Associates, LLC, a Texas limited liability company ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on July 1, 2024 and shall remain and continue in effect for a period of 12 months until tasks described herein are completed, but in no event later than June 30, 2025, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **CITY MANAGEMENT**

City's City Manager shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to be Performed or change the compensation due to Consultant. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change Consultant's compensation, subject to Section 6 hereof.

5. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full.. This amount shall not exceed \$80,000 for the total term of the Agreement unless additional payment is approved as provided in this Agreement.



(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall total compensation exceed Ten Thousand Dollars (\$10,000.00). Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant will submit invoices monthly. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of the Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

(d) Consultant agrees that, in no event shall City be required to pay to Consultant any sum in excess of ninety-five percent (95%) of the maximum payable hereunder prior to receipt by City of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to City. Final payments shall be made no later than sixty (60) days after presentation of final documents and acceptance thereof by City.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant on a pro-rata basis the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 6(c).

## 7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

## 8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to billed time, sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, claims, applications, computer files, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

## 9. INDEMNIFICATION

(a) Defense, Indemnity and Hold Harmless. Contractor shall defend, indemnify, and hold harmless the City, its present and former officers, directors, employees, agents, staff, volunteers, mayor, council, boards, committees, and representatives, as broadly interpreted (collectively, the "Indemnified Parties"), of and from all claims, suits, demands, obligations, losses, damages, sums, or any other matters threatened or presently asserted, including but not limited to all legal fees, costs of defense and litigation expenses (including legal fees, expert fees and any other costs or fees, including those of adverse parties imposed on or sought against the Indemnified Parties), arising directly or indirectly out of any liability or claim of loss or liability for personal injury, bodily injury to persons, contractual liability, errors or omissions, breach, failure to perform, damage to or loss of property, or any other loss, damage, injury or other claim of any kind or nature arising out of the work to be performed by Contractor herein, caused by or arising out of the negligent acts or omissions, or intentional misconduct of Contractor, including its subcontractors, employees, agents, and other persons or entities performing work for Contractor.

(b) Contractual Indemnity. To the fullest extent permitted under California law, Contractor shall contractually indemnify, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, amounts for good faith settlement, or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees and costs), arising out of or related to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to Contractor's officers, agents, representative, employees, independent contractors, subcontractors or affiliated or related entities and/or its or their employees, agents and representatives, caused by or arising out of all negligent acts or omissions, or intentional misconduct of Contractor, including its subcontractors, employees, agents and other persons or entities performing work for Contractor. Indemnification shall include any claim that Contractor, or Contractor's employees or agents, are or may be considered and treated as employees of the City, or are entitled to any employee benefits from City including but not limited to those available under Public Employees Retirement Law. The obligation to indemnify, defend and hold harmless the Indemnified Parties shall apply to all liability as defined above regardless of whether the Indemnified Parties were or are alleged to have been negligent, except that it shall not apply to claims arising from the sole negligence or willful intentional misconduct of the Indemnified Parties. Contractor's obligation to defend the Indemnified Parties is not contingent upon there being an acknowledgement of or determination of the merit of any claims, liability, demands, causes of action, suits, losses, expenses, errors, omissions and/or costs.

(c) Subcontractors and Indemnification. Contractor agrees to and shall obtain executed indemnity agreements in favor of the Indemnified Parties with provisions identical to those set forth from each and every Subcontractor, Sub consultant, or other person or entity involved by, for, with, or on behalf of Contractor in the performance of any aspect of this Agreement. In the event Contractor fails to obtain such indemnity

obligations, Contractor shall be fully responsible for each and every Subcontractor, Subconsultant or other person or entity in terms of defense, indemnity and hold harmless obligations in favor of the Indemnified Parties as set forth above. This obligation to indemnify and defend the Indemnified Parties is binding on the successors, assigns, or heirs of Contractor and shall survive the full performance or termination of this Agreement. These indemnification provisions are independent of and shall not in any way be limited or superseded by the insurance requirements and insurance-related provisions of this Agreement.

(d) City Lost or Damaged Property – Theft. Contractor further agrees to pay or cause to be paid to the Indemnified Parties’ benefit, any and all damages, fines, penalties, and loss or theft of property of the City arising out of or related in any way to the negligent acts or omissions or intentional misconduct of Contractor or of Contractor’s officers, agents, representatives, employees, independent contractors, subcontractors or affiliated or related entities and/or its or their employees, agents and representatives, whether such actions, omissions to act, negligence or intentional conduct is or was authorized by this Agreement or not. City assumes no responsibility whatsoever for any property placed on the premises of City. Contractor further agrees to waive all rights of subrogation against the Indemnified Parties.

(e) Non-Waiver and Non-Exhaustion of City’s Further Rights and Remedies. No aspect of this provision shall in any way limit or effect the rights of the Indemnified Parties against the Contractor under the terms of this Agreement or otherwise. The indemnification provisions shall apply regardless of whether this Agreement is executed after Contractor begins the work and shall extend to claims arising after this Agreement is performed or terminated, including a dispute as to the termination of Contractor. The indemnity obligations of Contractor shall continue until it is determined by final judgment that the claim against the City and any Indemnified Parties is determined by final judgment and after exhaustion of any rights of appeal. Further, no aspect of this provision shall impact the City’s rights to contribution from Contractor, or for the City to dispute Contractor’s refusal to defend and indemnify City.

(f) Limitations on Scope of Indemnity. Notwithstanding the foregoing, Contractor shall not be responsible for indemnification for claims or losses caused by the sole negligence or intentional wrongdoing of Indemnified Parties. Further, the indemnity provided shall be interpreted as broadly as permitted under California law and as to agreements between parties and shall if required be reformed to be consistent with those laws to protect and save this provision for the protection of the Indemnified Parties.

(g) The obligations of Contractor under this or any other provision of this Agreement shall not be limited by the provisions of any workers’ compensation act or similar act. The Contractor expressly waives any statutory immunity under such statutes or laws as to the Indemnified Parties. The Contractor’s indemnity obligation set forth in this Section 9 shall not be limited by the limits of any policies of insurance required or provided by the Contractor pursuant to this Agreement.

(h) The Contractor’s covenant under this Section 9 shall survive the expiration or termination of this Agreement.

10. INSURANCE

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

(a) Types of Required Coverages

Without limiting the indemnity provisions of the Contract, the Contractor shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

- (1) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$3,000,000 per occurrence, and \$5,000,000 aggregate total bodily injury, personal injury, and property damage.
- (2) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1), including owned, non-owned and hired autos, or the exact equivalent, with minimum limits of \$5,000,000 for bodily injury and property damage, each accident. If Contractor owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto endorsement to the general liability policy. Automobile liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.
- (3) Workers’ Compensation: Workers’ Compensation Insurance, as required by the State of California and Employer’s Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.
- (4) Professional Liability: Professional Liability insurance with limit of not less than \$3,000,000 each claim. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusion that may potentially affect the work to be performed.

(b) Endorsements

Insurance policies shall not be in compliance if they include any limiting provision or endorsement. The insurance policies shall contain, or be endorsed to contain, the following provisions:

(1) Commercial General Liability

Additional Insured: The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of contractor
4. Exclude "Third-Party-Over Actions"
5. Contain any other exclusion contrary to the Agreement

Additional Insured Endorsements shall be at least as broad as ISO Forms CG 20 10 11 85; or CG 20 and 10 and CG 2037.

Primary Insurance: This insurance shall be primary and any other insurance, whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement, shall be in excess of, and shall not contribute with, this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

(2) Auto Liability

Additional Insured: The City, its elected officials, officers, employees, volunteers, boards, agents, and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor.

Primary Insurance: This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

(3) Workers' Compensation

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

(c) Notice of Cancellation

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(d) Waiver of Subrogation

Required insurance coverages shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

(e) Evidence of Insurance

All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(f) Deductible or Self-Insured Retention

Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the Contractor or the City.

(g) Contractual Liability/Insurance Obligations

The coverage provided shall apply to the obligations assumed by the Contractor under the indemnity provisions of this Agreement. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Contractor under this Agreement.

(h) Failure to Maintain Coverage

Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Contract. In addition, the City may either immediately terminate this

Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

(i) Acceptability of Insurers

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the City.

(j) Claims Made Policies

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Contractor's Agreement with the City and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

(k) Insurance for Subcontractors

Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractors' policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as good as CG 20 38 04 13.

11. INDEPENDENT CONTRACTOR

(a) Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control and shall not be construed to be employees of City for any purpose, including eligibility under Public Employees Retirement Law. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. Consultant shall be solely responsible and hold the City harmless for all matters relating to the payment of Consultant's employees, including compliance with Social Security withholdings and all other regulations governing such matters.



(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Montclair in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Montclair will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(c) Consultant shall comply with all applicable federal, state and local Conflict of Interest laws, including the Political Reform Act (California Government Code, Section 81000, *et. seq.*) and California Government Code, Section 1090, *et. seq.* Consultant covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement. Further, Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the recommendations made by the Consultant. The Consultant's covenant under this Section shall survive the termination of this Agreement.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: Alyssa Colunga  
 Assistant Director of Human Services & Grants Manager  
 City of Montclair  
 5111 Benito Street  
 Montclair, CA 91763

To Consultant: Blais and Associates, LLC  
Attn: Jordan P. Carter  
2807 Allen Street, Suite 2050  
Dallas, TX 75204

17. ASSIGNMENT AND SUBCONTRACTING

The Contractor shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, nor any monies due hereunder, without prior written consent of the City. The City's consent to an assignment of rights under this Agreement shall not release the Contractor from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by the Contractor in violation of this Section 17 shall be void and of no legal effect and shall constitute grounds to terminate this Agreement for cause. The Contractor shall not subcontract any performance required under this Agreement without the City's prior written consent.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement, including a City of Montclair business license.

19. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Montclair.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. CONTENTS OF REQUEST FOR PROPOSALS

Deleted.

22. CONFIDENTIALITY

Information and materials obtained by the Consultant from City during the performance of this Agreement shall be treated as strictly confidential and shall not be used by the Consultant for any purpose other than the performance of this Agreement. Consultant's covenant under this Section shall survive the expiration or termination of this Agreement.

23. DISCRIMINATION

The Consultant agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the Consultant agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.

24. EFFECT OF PARTIAL INVALIDITY

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement and any application of the terms shall remain valid and enforceable under this Agreement or California law.

25. CLAIMS AGAINST CITY

Contractor must comply with the claim procedures set forth in Government Code sections 900, *et. seq.*, and/or Montclair Municipal Code, Chapter 1.16, as applicable, prior to filing any lawsuit against the City. Such claims and any subsequent lawsuit based upon the claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

26. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

27. NO THIRD PARTY BENEFICIARIES

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

28. COST OF LITIGATION

If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses and attorneys' fees paid or incurred in good faith.

29. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

30. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**City of Montclair**

**Blais and Associates, LLC**

By: \_\_\_\_\_  
Javier John Dutrey, Mayor

By: \_\_\_\_\_  
Jordan Carter, CEO

Attest:

By: \_\_\_\_\_  
Andrea Myrick, City Clerk

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Diane E. Robbins, City Attorney

Date: \_\_\_\_\_

## EXHIBIT A

## FEE PROPOSAL

B&A provides services on a customized basis, tailored to specifically meet each client's needs. This means the City will only pay for desired services as requested. Below provides B&A's proposed tasks.

- *Grant Research and Support Services (Ongoing)*. B&A can also provide grant intelligence and monitoring services for all applicable federal, state, and regional grant funding opportunities and we will alert the City when an announcement is released. This effort includes notification of open grant solicitations utilizing our proprietary Fact Sheets. B&A will also maintain a Grant Activity Report (GAR) and organize monthly grant coordination conference calls. The GAR ensures that all are aware of the specifics of each prospective grant program. B&A will provide key decision-making guidance regarding the "go" or "no-go" determinations on specific grant programs, as well as respond to various questions from staff. Direct consultation time with B&A supports the client's ability to achieve a high return on investment for grant program efforts.
- *Grant Application Development (Quoted upon request)*. Grant application development activity levels are based on the availability of applicable grant programs, status, and availability of competitive projects for those programs. B&A will submit grant applications in a timely manner and in accordance with all program guidelines. *B&A will only charge as grant writing projects are requested and approved to proceed.*
- *Grant Reporting and Management Services (Quoted upon request)*. B&A has a dedicated and experienced grant management team standing ready to administer all requirements and deadlines for any grants that the client has been awarded. B&A defines a scope of work and provides an estimate for the client's review and authorization in order for work to proceed. B&A reviews the draft grant contract/agreement to ensure it aligns with the grant application (no major deviations in scope of work, schedule, and budget), helps identify rules and regulations that may warrant increased attention and focus, and assists with progress reporting and reimbursement requests. B&A proactively ensures the grant agreement is successfully executed on-time, that the client can successfully administer and utilize a grant (given the conditions and requirements of the award), and that the agreement correctly articulates the scope of work, budget, and schedule. *B&A will only charge as grant management projects are requested and approved to proceed.*
- *Grant Management Software (Quoted upon request)*. B&A developed a proprietary grant management software system to significantly improve and make more efficient the entire project management, coordination, reporting, and administration process from beginning-to-closeout of managing the full life of a grant award. This allows our clients the option to manage their own grants in a more efficient manner or to collaboratively work with B&A as desired on awarded grants. Please see [www.grantmat.com](http://www.grantmat.com) or request a demo to discuss how BGAPS can help.

SCHEDULE OF ESTIMATED FEES

Task	Description	Frequency	Monthly Cost	Annual Cost
Grant Funding Research Consultation, Monitoring, and Fact Sheets	Monitor/send targeted grant opportunities, summaries, and fact sheets; Develop Monthly Grant Activity Reports (GARs); Monthly calls to review opportunities and grants in-progress; Go/no-go consultation; Participate in coordination calls with client; Develop Year-End Grant Roll-Up Reports.	Monthly fixed fee of \$3,071.	\$3,071	\$36,855
Grant Proposal Development & Submittal*	Full scope collaborative grant writing development to include submission (cost will vary by application complexity and client involvement).	Quoted upon request. This suggested budget estimates one mid-complexity grant at \$8,100/each and one high-complexity grant at \$15,525/each per year.	\$1,969	\$23,625
Grant Management Services**	Grant management and reporting services (cost will vary by application complexity and client involvement).	Quoted upon request. B&A estimates one full-service grant management project at \$750/month.	\$750	\$9,000
BGAPS Grant Management Software	Proprietary grant management software system.	Quoted upon request.	TBD	TBD
			Estimated Annual Cost	\$69,480
			Estimated Monthly Cost	\$5,790

\*All grant proposal development projects are quoted upon request based on specific project requirements (costs typically range between \$5,000 - \$25,000 per grant application).

\*\*All grant reporting and management projects are quoted upon request based on specific project requirements (costs typically range between \$500 - \$2,500/month per grant).





STANDARD FEE SCHEDULE

Description	Fee
Professional Services	Fixed Fee
External Consultants (e.g., BCA analysis)	Cost – no markup
Mileage	Prevailing standard IRS rate
Travel (tolls, taxi, airfare, hotel)	Cost – no markup
Printing, Copying, Binding, etc.	Cost – no markup
Shipping, Express Mail, or Courier	Cost – no markup

B&A performs work on a fixed fee not-to-exceed basis. Each project is independently and carefully analyzed to determine the projected scope of work. B&A then provides a fixed fee not-to-exceed quote for client review and approval prior to beginning work. Any additional one-off requests or activities that fall outside of the scope of work are performed and billed at a time and materials basis. This streamlined approach enables B&A to serve as a good steward of the client’s capital resources and be the most efficient and effective grant services provider possible. B&A may adjust rates annually to align with the cost of doing business. All external consultant fees and direct out-of-pocket direct expenses are billed at cost (no markup).

Our proposed rates shall remain firm for a period of 90 calendar days from the date of submission of this fee schedule. Invoices are provided monthly, payable within 30 days after receipt.

B&A actively integrates the following “cost saving” practices into its operational procedures:

- All out-of-pocket expenses are billed at cost, with zero markup to our clients.
- B&A utilizes company discounted commercially available printing services (e.g., Staples), as needed, for bulk printing, copying, and binding support, which significantly reduces required direct costs.
- B&A utilizes company discounted commercially available shipping and delivery services (e.g., FedEx, UPS, or USPS), as needed, for delivery of hard copy materials, which significantly reduces required direct costs.
- B&A can, at the client’s request, provide receipts for all direct expenses.







# CITY COUNCIL AGENDA REPORT

---

<b>DATE:</b>	JULY 15, 2024	<b>FILE I.D.:</b>	EQS100/CHR100
<b>SECTION:</b>	CONSENT - AGREEMENTS	<b>DEPT.:</b>	ECONOMIC DEV.
<b>ITEM NO.:</b>	4	<b>PREPARER:</b>	M. FUENTES
<b>SUBJECT:</b>	CONSIDER APPROVAL OF AGREEMENT NO. 24-60 WITH SET FREE CHURCH POMONA VALLEY FOR THE LEASE OF A CITY-OWNED PROPERTY, SUBJECT TO ANY REVISIONS DEEMED NECESSARY BY THE CITY ATTORNEY		

---

**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 24-60 with Set Free Church Pomona Valley for the lease of a City-owned property, 9661 Central Avenue, to serve as the professional and administrative offices of Set Free Church Pomona Valley.

A copy of proposed Agreement No. 24-60 is attached for the City Council's review and consideration.

**BACKGROUND:** In 2023, the Economic Development Agency (Agency) purchased 9661 Central Avenue (Property), as part of the Agency's efforts of acquiring underutilized parcels of land and buildings for future site assemblage. The Agency has acquired several parcels and buildings along Central Avenue to revitalize the Central Avenue Corridor. These parcels and buildings were acquired either for future site assemblage, or for use by the Montclair Housing Authority's low-moderate income affordable housing program.

Upon acquisition of the Property, the Agency initiated a small rehabilitation project as the Property was in relatively good condition and formerly served as an insurance office. With the recent rehabilitation project completed, the Agency has elected to lease the Property until future plans can be developed as to how the Property and adjacent City-owned parcels may be developed.

The City of Montclair also owns two adjacent parcels. The property immediately to the south of the Property, 9671 Central Avenue, was previously a beauty salon, and the property to the east, 5326 San Bernardino Street, served as the original City Hall building, and is now commonly known as the Hurst property.

### ***Proposed Lease Agreement No. 24-60***

Proposed Agreement No. 24-60 would be a lease agreement between the City of Montclair and Set Free Church Pomona Valley for the lease of a City owned property, 9661 Central Avenue, to serve as the professional and administrative offices of Set Free Church Pomona Valley.

The more salient terms of Proposed Agreement No. 24-60 include the following:

- The term of the lease shall be for one year, with the option to extend the lease for four additional successive one-year terms under terms that are mutually satisfactory to both the City of Montclair and Set Free Church Pomona Valley.

- Set Free Church Pomona Valley shall pay \$28,000 rent per year to the City of Montclair for use of the Property.
- Set Free Church Pomona Valley maybe charged a discounted rent of \$1.00 per year, if Set Free Church Pomona Valley elects to provide designated services to the City of Montclair. The discounted rent, if elected, would be applicable for any year, or portion thereof, during which Set Free Church Pomona Valley conducts the designated services for the City of Montclair.
- Designated Services that would allow Set Free Church Pomona Valley to request a rent reduction include accompanying the City's Special Operations Unit on Homeless Outreach Detail a minimum of four times per week as well as respond to special requests/calls for service from the Special Operations Unit regarding homeless individuals and/or families in need of assistance.
- Set Free Church Pomona Valley agrees to use the property only for administrative and professional office space in relation to homeless outreach services which may include, but are not limited to, providing resources and services related to housing, employment, healthcare, and mental health services for the at-large homeless population.

### ***Set Free Church Pomona Valley***

Set Free Ministries is a faith-based organization dedicated to helping those in need within the Inland Empire. In 1993, Pastors Willie and Marsha Dalgity started their congregation Set Free Ministries in Yucaipa, California, with a focus on helping those struggling with addiction, poverty, and homelessness.

Since then, Set Free Ministries has established several local chapters across the Inland Empire that offer various services including housing, meals, addiction recover programs, case management, job training, transportation services and other resources aimed at addressing the root causes of poverty and homeless.

Set Free Ministries has partnered with various agencies, including the City of Montclair, to connect individuals with the most appropriate resources, and has worked with law enforcement, healthcare providers, mental health providers, elderly care facilities, as well as other cities across the region to address addiction, poverty, and homelessness.

**FISCAL IMPACT:** Adoption of proposed Agreement No. 24-60 would allow for Set Free Church Pomona Valley to lease the City-owned property located at 9661 Central Avenue.

Set Free Church Pomona Valley would pay a lease payment of \$28,000 annually for lease of the Property, unless Set Free Church Pomona Valley elects to apply for a discounted rent which would reduce the lease amount to \$1.00 annually.

The City of Montclair would continue to be responsible for all maintenance of the Property including grounds and utility costs.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 24-60 with Set Free Church Pomona Valley for the lease of a City-owned property, subject to any revisions deemed necessary by the City Attorney.

**CITY OF MONTCLAIR**

**LEASE AGREEMENT**

This City of Montclair Lease Agreement ("Lease"), is made and entered into as of July 1, 2024 (the "Commencement Date"), by and between the City of Montclair, a California Municipal Corporation, with its principal place of business located at 5111 Benito Street, Montclair, California, 91763 ("Landlord" or "City"), and Set Free Church Pomona Valley, a 501(c)(3) non-profit corporation, with its principal place of business located at 10643 Mills Avenue, Montclair, California, 91763 ("Tenant"). Landlord and Tenant are each sometimes referred to herein individually as a "Party," and collectively as the "Parties."

**RECITALS**

This Lease is made with reference to the following facts:

**A.** Landlord is the owner of that certain real property consisting of an approximately 912 square foot single-story building that is located at 9661 Central Avenue, Montclair, California, 91763 including fixtures and furniture therein, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("Property"). Except as expressly provided to the contrary in this Lease, reference to the Property is to the described land, together with all fixtures, furniture and improvements.

**B.** Landlord desires to lease the Property to Tenant and Tenant desires to lease the Property from Landlord, as more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference ("Leased Space") on the terms and conditions set forth in this Lease.

**C.** Landlord's entry into this Lease will benefit the health, safety, and welfare of the City because Tenant's business operations at the Property will provide for a centralized location for those individuals who are homeless to have access to services including but not limited to street outreach, case management, education and life training skills, shelter and housing referrals, employment assistance, legal aid, and advocacy work.

**D.** Landlord's entry into this Lease will also help the City Council of the City (the "City Council") achieve its goals of systematically addressing homelessness and access to services sought out by individuals who are homeless due to mental illness, substance use disorder, disability, or other barriers. All of these goals are intended to improve the health, safety, and welfare of the community and to help address homelessness in the community.

## LEASE

NOW, THEREFORE, in consideration of the above recited facts, the mutual covenants set forth in this Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### 1. INCORPORATION OF RECITALS

The foregoing recited facts are true and correct and are incorporated into this Lease by this reference, as if restated in full.

### 2. LEASE

For and in consideration of the Rent (as defined below), and the conditions, covenants and agreements set forth in this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Leased Space on the terms and conditions set forth in this Lease.

### 3. TERM

3.1 **Term of the Lease.** Unless earlier terminated or extended, the term of this Lease ("Term") shall be one (1) year commencing on the Commencement Date and expiring on June 30, 2025 ("Expiration Date"). If Tenant fails to vacate the Leased Space on the Expiration Date, or whatever later date is agreed to upon Tenant's exercise of the Option (defined in Section 3.2 below), or within the required time frame after this Lease is earlier terminated by Tenant, without Landlord's written consent, Tenant's holdover tenancy shall be a month-to-month tenancy, for a rental amount equal to the fair market rent for the Lease Space as determined by an appraiser to be designated by City, on all other terms and conditions of this Lease, until either Party terminates Tenant's holdover tenancy.

3.2 **Option to Extend.** If Tenant is not in default under this Lease at the Expiration Date, and the Lease has not been earlier terminated, Tenant shall have the option to request that Landlord extend this Lease for up to four (4) additional, successive one (1)-year terms under terms that are mutually satisfactory to both Parties ("Option"). If Tenant wishes to exercise this Option, Tenant shall, as to each option to extend by one year, not less than ninety (90) days prior to the Expiration Date of this Lease, provide Landlord with a written 90-day notice of Tenant's interest in negotiating the terms for extension of this Lease. Landlord shall have the right to grant or deny Tenant's request in its sole discretion.

### 4. RENT

4.1 **Rent.** Tenant and Landlord agree that the market rent for the use of the Property is Twenty Eight Thousand Eight Hundred and One Dollars (\$28,800.00) per year ("Market Rate"). In view of the restricted uses permitted under this Lease and the agreement of Tenant to provide the "Designated Services" (as set forth in Exhibit C hereto), Landlord is prepared to charge a discounted rent of One Dollar (\$1.00) per year ("Discounted Rent"). The Discounted Rent shall be applicable for any year, or portion thereof, during which the Tenant conducts the Designated Services on the

Property and otherwise acts in compliance with this Lease; for any periods (including portions of any year) in which Tenant fails to conduct the Designated Services on the Property or during which Tenant is not in compliance with this Lease, Tenant shall be obligated to pay as rent the Market Rent. The applicable rent as determined in conformity with the preceding portion of this Section 4.1 constitutes the "Rent".

4.2 **Dishonored Check.** In the event that any check or other instrument of payment given by Tenant to Landlord is dishonored for any reason, Landlord may charge a fee of twenty-five dollars (\$25.00) for each such check or other instrument that is dishonored.

## 5. Designated Services

5.1 **Designated Services.** In lieu of a portion of the Rent, Tenant may elect to perform certain services for Landlord ("Designated Services"). The specific services, frequency of services, and corresponding rent reduction are more particularly described in Exhibit "C" attached hereto and incorporated herein by this reference.

5.2 **Designated Services Qualifications.** Tenant must be qualified and possess the necessary skills to perform the Designated Services safely and effectively. Landlord reserves the right to approve or deny Tenant's request to perform Designated Services based on qualifications and experience.

5.3 **Performance of Designated Services.** Tenant agrees to perform the Designated Services in a professional and timely manner, in accordance with the standards outlined in Exhibit "C". Tenant shall be responsible for providing all necessary tools and materials to perform the Designated Services, unless otherwise agreed upon in writing by Landlord. Landlord reserves the right to inspect the work performed by Tenant as part of the Designated Services.

5.4 **Termination of Designated Services.** Landlord may terminate Tenant's ability to perform Designated Services for repeated failure to perform the services satisfactorily or for any breach of this Agreement. Tenant may discontinue performing Designated Services with thirty (30) days written notice to Landlord.

## 6. USE OF THE PROPERTY

6.1 **Use of the Property.** Tenant shall have the right and Tenant covenants and agrees to use the Property only for professional office and homeless outreach services which may include, but are not limited to providing recourses and services related to housing, employment, healthcare, and mental health services, and for no other purposes, without the express, prior written approval of Landlord. Tenant shall not occupy or use, or permit all or any part of the Property required to be occupied or used, for any unlawful or illegal business, use or purpose, nor for any business, use or purpose that is disreputable or extra-hazardous. Tenant shall immediately upon discovery of any such unlawful, illegal, disreputable or extra-hazardous use, take all necessary steps, legal and equitable, to compel the discontinuance of such use and immediately remove occupants or other persons guilty of such unlawful, illegal, disreputable or extra-hazardous use from the

Property.

6.2 **Parking.** Tenant shall be provided with designated parking spots on the Property. The designated parking space shall be deemed to constitute part of the Leased Space for purposes of this Lease.

6.3 **Management of the Property.** The Property shall be managed or caused to be managed by the Landlord, excepting that Tenant shall be responsible for maintenance and the conduct of operations on the Leased Space.

6.4 **Waste and Nuisance.** Tenant shall not commit or allow any waste on or about the Property, nor commit, allow or maintain any public or private nuisance on or about the Property, or impairment of the Property, or any part thereof.

6.5 **Compliance with Laws, Rules, Regulations.** Tenant shall at all times comply with all requirements of local, state and federal laws, rules, orders and regulations now in force or which may be in force and such rules as may be established from time to time by Landlord in relation to the Leased Space ("Regulations") at any time during the Term. As part of complying with the Regulations, Tenant shall obtain, at Tenant's sole cost and expense, all licenses, permits and approvals that the Regulations require for the use or operation of the Property. Tenant shall maintain all required licenses, permits and approvals throughout the Term of this Lease

6.6 **Obligation to Refrain from Discrimination.** Tenant shall not discriminate against any person, or group of persons, on account of sex, marital status, race, color, creed, religion, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property.

6.7 **Condition of Property.** Tenant acknowledges that it intends to and will occupy the Property on the Effective Date in it's AS-IS condition, as of the Effective Date. Tenant acknowledges and agrees that Landlord has made absolutely no representations, guarantees or warranties regarding the Property, nor has Landlord made representations, guarantees or warranties regarding whether the Property and Improvements (as defined in Section 8.1) comply with applicable covenants and restrictions of record, building codes, ordinances or statutes in effect on the Effective Date.

6.8 **Assumption of Risk, Waiver, and Landlord's Non-liability.** To the maximum extent allowed by law, except for Landlord's willful misconduct or grossly negligent acts, Tenant assumes any and all risk of loss, damage or injury of any kind to any person or property that is on or about the Property. Tenant's assumption of risk shall include, without limitation, loss or damage caused by defects within the Property or any Improvements (as defined in Section 8.1), accident, fire or other casualty on or about the Property. To the maximum extent allowed by law, except for Landlord's willful misconduct or grossly negligent acts, Tenant hereby waives all claims and demands against Landlord, its elected officials, officers, employees, volunteers, consultants and agents for injury to persons, damage to property or any other interest of Tenant sustained by Tenant or any other person claiming through Tenant and resulting from any occurrence on or about the Property.



Tenant has been advised by its legal counsel concerning the content and effect of California Civil Code Section 1542, 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 known by him or her must have materially affected his or her settlement with the debtor.

In reference to the waivers set forth in this Section, Tenant hereby waives the benefits of Civil Code Section 1542 and all other state or federal statutes, legal principles, or judicial decisions of the same or similar effect. The provisions of this Section shall survive the expiration or termination of this Lease.

6.9 **Hazardous Materials Prohibited.** The use, generation, storage or disposal of "Hazardous Materials" (defined below) on the Property is strictly prohibited, and any such use, generation, storage, or disposal shall result in a default and termination of this Lease. For the purpose of this section, "Hazardous Materials" means substances defined as "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," "extremely hazardous wastes," or "restricted hazardous wastes," or stated to be known to cause cancer or reproductive toxicity, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. sections 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. sections 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. sections 1317, et seq.; sections 25115, 25117, 25122.7, 25140, 25249.5, 25249.8, 25281, 25316 or 25501 of the California Health & Safety Code; or any substance so defined or stated in any of the regulations adopted and publications promulgated pursuant to said laws as they may be amended from time to time.

6.10 **Taxable Possessory Interests.** If the County of San Bernardino determines that this Lease creates a taxable possessory interest pursuant to Revenue Taxation Code Section 107, Tenant shall be solely responsible for the payment of property taxes (with respect to such possessory interest).

6.11 **Quiet Enjoyment.** The Parties hereto mutually covenant and agree that Tenant, by keeping and performing the covenants herein contained, shall at all times during the Term of this Lease peaceably and quietly have, hold and enjoy the Leased Space.

## **7. RIGHTS OF ACCESS; PUBLIC IMPROVEMENTS AND FACILITIES**

Landlord at its sole risk and expense, reserves the right to enter or authorize its agents to enter the Property or any part thereof at all reasonable times and with as little interference as possible, for the purposes of construction, reconstruction, maintenance, repair or service of any public improvements or public facilities located on the Property. Any such entry shall be made only after reasonable notice to Tenant, and Landlord or such other agent shall indemnify, defend and hold Tenant harmless from any claims or liabilities by their respective agents that arise out of Landlord's entrance on the Property and not caused by Tenant's sole willful misconduct or gross negligence. Landlord and such other agent shall make all reasonable efforts to keep

any inconvenience, annoyance, disturbance or loss of business to a minimum. Ninety (90) days prior to the end of the Term of this Lease, Landlord shall have the right to show the Property to prospective lessees in its discretion.

## 8. UTILITIES, LIENS AND OTHER CHARGES

8.1 **Utilities.** Landlord agrees to pay or cause to be paid, as and when they become due and payable, all charges for water, gas, light, heat, telephone, electricity and other utility and communication services rendered or used on or about the Property at all times during the Term of this Lease.

8.2 **Other Liens.** Tenant shall not, directly or indirectly, create or permit to be created or to remain, and will promptly discharge, at its expense, any mortgage, lien, encumbrance or charge on or pledge of the Property or any part thereof, or Tenant's interest therein, or the rent, additional rent or other sums payable by Tenant under this Lease. Tenant shall notify Landlord promptly of any lien or encumbrance which has been created on or attached to the Property, or to Tenant's leasehold estate therein, whether by act of Tenant or otherwise. The existence of any mechanic's, laborer's, materialmen's, supplier's or vendor's lien, or any right in respect thereof, shall not constitute a violation of this Section if payment is not yet due upon the contract or for the goods or services in respect of which any such lien has arisen.

## 9. OWNERSHIP OF AND RESPONSIBILITY FOR IMPROVEMENTS

9.1 **Ownership during Term and at Termination.** All improvements on the Property, whether existing thereon at the Commencement Date or constructed or installed by Tenant or Landlord as permitted or required by this Lease ("Improvements"), shall, during the Term of this Lease, be and remain the property of Landlord. Tenant shall have no right at any time to waste, destroy, demolish or remove any of the Improvements. Tenant shall not engage in any improvements to or demolition of improvements to the Property. Tenant's rights and powers with respect to the Improvements are subject to the terms and limitations of this Lease. Landlord and Tenant covenant for themselves and all persons claiming under or through them that the improvements are real property.

9.2 **Ownership of Fixtures and Furnishings at Termination.** On the Expiration Date or sooner termination of this Lease, Landlord may, at Landlord's election, demand the removal from the Leased Space or the Property of all of Tenant's fixtures, equipment and furnishings, or of certain fixtures, equipment or furnishings, as specified in the notice provided for below at Tenant's sole cost and expense. A demand to take effect on the Expiration Date shall be effectuated by notice given at least three (3) months before the Expiration Date. A demand to take effect on any other termination date of the Lease shall be effectuated by notice given concurrently with the notice of termination or within a reasonable period after such termination.

Any of Tenant's fixtures, equipment and furnishings not specified by Landlord to be removed, and, at Landlord's election, any fixtures, equipment and furnishings specified for removal by Landlord that are not removed by Tenant within thirty (30) days following the Expiration Date or other termination date shall be deemed



abandoned by Tenant and shall, without compensation to Tenant, then become Landlord's property, free and clear of any and all claims to or against them by Tenant or any third person, and may be retained, removed, sold, destroyed or otherwise disposed of by Landlord in Landlord's sole discretion.

Tenant shall defend, indemnify and hold harmless Landlord from and against any and all liability and loss arising from any such claims or from Landlord's exercise of the rights conferred by this Section.

9.3 **Alteration of Improvements.** Tenant shall not make or permit to be made any alteration or addition to the Property, nor demolish all or any part of the Property or Improvements.

9.4 **Damage or Destruction.** Tenant agrees to give notice to Landlord of any fire or other damage that occurs on the Property or the Improvements within five (5) days after such fire or damage. Except as otherwise provided in Section 13.3, if the Improvements shall be damaged or destroyed by any cause which puts the Improvements into a condition which is not decent, safe and sanitary, Tenant agrees to make or cause to be made full repair of said damage and to restore the Improvements to the condition which existed prior to said damage, or Tenant agrees to clear and remove from the Property all debris resulting from said damage and rebuild the Improvements in accordance with plans and specifications previously submitted to Landlord and approved in writing in order to replace in kind and scope the Improvements which existed prior to such damage; provided, however, that Tenant's liability pursuant to this Section shall be limited to the extent of available proceeds from Tenant's insurance coverage maintained pursuant to Section 14.1.

9.5 **Indemnification: Notice of Non-responsibility.** Tenant agrees to hold Landlord, its elected officials, officers, employees, volunteers or agents free and harmless, and indemnify Landlord against all claims, liabilities, costs and expenses, for labor and materials in connection with all construction, repairs or alterations on the Property and the Improvements performed by Tenant, Tenant's agent or at Tenant's direction pursuant to this Section 8 and the cost of defending against such claims, including reasonable attorneys' fees.

Landlord shall have the right to post and maintain on the Property and the Improvements any notice of non-responsibility provided for under applicable law.

## 10. MAINTENANCE

10.1 **Maintenance and Repair of the Property.** Landlord shall assume full responsibility for the operation and maintenance of the Leased Space and the Improvements throughout the Term of the Lease without expense to Tenant unless otherwise specified herein, and shall keep the Leased Space and Improvements, and perform all maintenance and repairs necessary to maintain and preserve the Leased Space and Improvements, in good and clean condition and repair and in a clean, safe and sanitary manner and in compliance with all applicable laws, rules and regulations. Landlord agrees that Tenant shall not be required to perform any maintenance, repairs, or services or to assume any expense not specifically assumed

herein in connection with the Property and the Improvements.

10.2 **Capital Improvements.** Notwithstanding anything contained in this Lease to the contrary, Landlord shall be responsible for all capital replacements and improvements deemed necessary by Landlord to maintain and preserve the Leased Space and Improvements in Landlord's sole discretion, provided, however, this obligation shall not relieve Tenant of the obligation to make such replacements or improvements if they are necessitated by damage caused by Tenant. For the purposes of this Lease, a capital replacement or improvement shall mean a replacement or improvement that has a useful life of longer than ten (10) years. That notwithstanding, Landlord shall have the right, in lieu of making any such capital replacement or improvement, to terminate this Lease on ninety (90) days notice to Tenant.

## **11. ASSIGNMENT, SUBLETTING, TRANSFER**

Tenant shall not assign or attempt to assign this Lease or any right herein, nor make any total or partial conveyance, assignment, sublease or transfer in any other mode or form of the whole or any part of the Leased Space or the Improvements, without prior written approval of Landlord. Such approval may only be given by Landlord if: (a) such conveyance, assignment, sublease or transfer is deemed by Landlord to be in Landlord's best interests; (b) the proposed conveyee, assignee, sublessee or transferee has, in the opinion of Landlord, the financial capability and overa11 competence to develop and operate the conveyed, assigned, subleased or transferred obligations and premises; and (c) all rent or other consideration that Tenant charges or receives from the proposed conveyee, assignee, sublessee or transferee or as a result of the conveyance, assignment, sublease or transfer of this Lease, that is greater than the Rent paid by Tenant to Landlord under this Lease, shall be immediately remitted to Landlord. Approval by Landlord of any conveyance, assignment, sublease or transfer shall be conditioned upon such conveyee, assignee, sublessee or transferee agreeing in writing to assume the rights and obligations thereby conveyed, assigned, subleased or transferred and to keep and perform all covenants, conditions and provisions of this Lease which are applicable to the rights acquired. In addition to the foregoing, any approval, conditional approval, or disapproval of any assignment, subletting or transfer shall be at the sole and absolute discretion of the Landlord (which may act through its City Manager)

In the absence of specific written agreement by Landlord, no such conveyance, assignment, sublease or transfer of this Lease or the Leased Space or the Improvements (or portion thereof), or approval by Landlord of any such conveyance, assignment, sublease or transfer shall be deemed to relieve Tenant or any other party from any obligations under this Lease.

## **12. MORTGAGES**

Tenant shall have no right to mortgage, pledge, deed in trust or otherwise encumber this Lease, or the interest of Tenant hereunder, and to assign or pledge the same as security for any debt.

## **13. INDEMNIFICATION**

With the exception of any default on behalf of the Landlord under this Lease (including but not limited to a breach of Quiet Enjoyment, willful misconduct or gross negligence), Tenant shall defend, indemnify and hold harmless Landlord, its elected officials, officers, employees, volunteers and agents (each an "Indemnified Party") from and against any and all claims or demands for loss or damage, including, without limitation, property damage, personal injury and wrongful death, arising out of or in connection with the use or occupancy of the Property by Tenant, officers, officials, agents, contractors, employees, guests or invitees; any willful or negligent act (whether active or passive) or omission of Tenant, officers, officials, agents, contractors, employees, guests or invitees; any accident or fire on the Property; any nuisance made or suffered thereon; and any failure by Tenant to keep the Property in a safe condition; and the breach, default, violation or nonperformance of this Agreement by Tenant. Tenant shall pay, satisfy and discharge any and all money judgments that may be recovered against any Indemnified Party, including attorney's fees and costs of litigation, in connection with the foregoing. Tenant's obligations under this Section shall survive termination of this Lease, and shall not be restricted to insurance proceeds, if any, received by Tenant or any Indemnified Party. Tenant shall not be obligated to defend, indemnify or hold harmless any Indemnified Party to the extent any claim, loss, action, damage, liability, or expense (including attorneys' fees) is ultimately determined to be the result of the gross negligence or willful misconduct of such Indemnified Party.

#### **14. INSURANCE**

From the Commencement Date and for the duration of the Term of this Lease and any holding over by Tenant, Tenant shall secure and maintain, at its own expense, insurance against claims for injuries to persons or damages to property that may arise out of or in connection with the possession, use, occupancy, management, operation, repair, maintenance or control of the Leased Space by Tenant and/or its officers, officials, agents, contractors, employees, guests or invitees as follows:

**14.1 Minimum Scope and Limits of Coverage:** (1) "All Risk" property insurance covering the full replacement value of the Property but not less than \$750,000; (2) Comprehensive General Liability insurance using Insurance Services Office Commercial General Liability occurrence form number CG 0001 or exact equivalent in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage including contractual liability and (\$4,000,000) aggregate total bodily injury, personal injury, and property damage; (3) Automobile Liability insurance using Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto) or exact equivalent in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage; and (4) Workers' Compensation and Employer's Liability as required by the State of California and Employer's Liability Insurance, with workers compensation limits as required by California law and Employers Liability Limits of one million dollars (\$1,000,000) per accident for bodily injury or disease.

**14.2 Insurance Endorsements.** The insurance policies shall contain the following provisions, or Tenant shall provide endorsements on forms supplied or approved by Landlord to add the following provisions to the insurance policies:

14.3 **General and Automobile Liability.** Each general liability and automobile liability policy shall be endorsed to state that: (A) Landlord, its elected officials, officers, employees, volunteers and agents shall be covered as additional insureds with respect to the possession, use, occupancy, management, operation, repair, maintenance or control of the Property by Tenant and its officers, officials, agents, representatives, volunteers, employees, guests or invitees; and (B) the insurance coverage shall be primary insurance with respect to Landlord, its elected officials, officers, employees, volunteers and agents, or if excess, shall stand in an unbroken chain of coverage excess of Tenant's scheduled underlying coverage. Any insurance or self-insurance maintained by Landlord, its elected officials, officers, employees, volunteers and agents shall be excess of Tenant's insurance and shall not be called upon to contribute with it.

14.4 **Workers' Compensation and Employers Liability Coverage.** The insurer shall agree to waive all rights of subrogation against Landlord, its elected officials, officers, employees, volunteers and agents for losses paid under the terms of the insurance policy that arise from work performed by Tenant.

14.5 **All Coverage.** Each insurance policy required by this Lease shall not be canceled or materially changed without first giving thirty (30) days prior written notice to Landlord.

14.6 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating no less than A: VII, licensed and admitted to do business in California, and satisfactory to Landlord.

14.7 **Verification of Coverage.** Tenant shall furnish Landlord with original certificates of insurance and endorsements affecting coverage required by this Lease on forms satisfactory to Landlord. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by Landlord, if requested. All certificates and endorsements must be received and approved by Landlord. Landlord reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **15. DEFAULTS, REMEDIES AND TERMINATION**

15.1 **Defaults – General.** Failure or delay by either Party to perform or comply with any condition or provision of this Lease constitutes a default under this Lease, and grounds for termination. Upon the occurrence of a default, the injured Party shall give written notice of default to the Party in default, specifying the default complained of by the injured Party. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. If the default is not commenced to be cured within thirty (30) days after service of the notice of default and is not cured promptly in a continuous and diligent manner within a reasonable period of time after commencement to the non-defaulting Party's satisfaction, the non-defaulting Party may thereafter terminate this Lease and/or commence an action for damages, specific performance or any other remedy available in law or equity against the defaulting Party with respect to such default, without liability for any reason or under any theory in connection with such

termination, and without creating any right to recovery of damages of any kind or nature in the non-defaulting Party.

15.2 **Enforced Delay in Performance for Causes Beyond Control of Party.** Performance by either Party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God or other deities; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor or supplier; acts of the other Party; acts or failure to act of any public or governmental agency or entity (other than any act or failure to act of Landlord, which shall not excuse performance by Landlord) or any other cause beyond the control or without the fault of the party claiming an extension of the time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause. If, however, notice by the Party claiming such extension is sent to the other Party more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice. Times of performance under this Lease may also be extended in writing by Tenant and Landlord. Notwithstanding the foregoing, there shall be no extensions by virtue of enforced delay in relation to payment of Rent.

15.3 **Damage or Destruction of Property.** If during the Term of this Lease, any portion of the Property is damaged by fire or other catastrophic cause, so as to render such portion of the Property untenable, the obligations under this Lease may be suspended while such portion of the Property remains untenable. In the event of such damage, Tenant shall give Landlord notice of such untenable condition and the Landlord shall elect in its sole discretion, whether to repair the Property (if damaged by Tenant or an invitee of Tenant) or to cancel this Lease with respect thereto. Landlord shall notify Tenant in writing of its election within thirty (30) days after service of notice by Tenant. In the event that Landlord elects not to repair the Property or portion thereof, this Lease shall be deemed cancelled as of the date the damage occurred with respect to the untenable portion(s) of the Property. If this Lease is cancelled pursuant to this Section, Landlord shall not be liable to Tenant for any reason or under any theory and Tenant shall not be entitled to recover damages of any kind or nature from Landlord.

Additionally, if during the Term, any portion of the Property is damaged by fire or other catastrophic cause, so as to render such portion of the Property untenable, then Tenant can elect in writing to cancel this Lease with respect to the untenable portion(s) of the Property by providing written notice of its election to Landlord within thirty (30) days of the damage.

15.4 **Additional Remedies of Landlord.** In addition to the foregoing, if Tenant defaults with regard to any of the provisions of this Lease, and fails to cure such default to Landlord's satisfaction as provided in Landlord's notice to Tenant, Landlord, at its option, may thereafter (but not before), to the extent permitted by law: correct or cause to be corrected said default and charge the costs therefor to the account of Tenant; and/or correct or cause to be corrected said default and pay the costs thereof from the proceeds of any insurance.



15.5 **Landlord's Re-Possession of Property.** In the event that Landlord terminates this Lease, Landlord shall have the right to re-enter and repossess the Property without process of law, and Tenant, in such event, does hereby waive any demand for possession thereof, and agrees to surrender and deliver the Property peaceably to Landlord immediately upon such termination in good order, condition and repair, except for reasonable wear and tear.

No ejectment, re-entry or other act by or on behalf of Landlord shall constitute a termination unless Landlord gives Tenant notice of termination in writing. Such termination shall not relieve or release Tenant from any obligation incurred pursuant to this Lease prior to the date of such termination.

Termination of the Lease under this Section shall not relieve Tenant from the obligation to pay any sum due to Landlord or from any claim for damages against Tenant.

The right of termination provided by this Section is not exclusive and shall be cumulative to all other rights and remedies possessed by Landlord, and nothing contained herein shall be construed so as to defeat any other rights or remedies to which Landlord may be entitled.

15.6 **Acknowledgment of Adequacy of Relocation Benefits Paid.** If either Party terminates this Lease for any reason contemplated or authorized by this Section 14 or any other Section of the Lease, Tenant hereby expressly, knowingly and voluntarily waives any and all rights, benefits and/or assistance it may be entitled to receive from Landlord due to such termination, including, without limitation, loss of goodwill, inverse condemnation, or relocation assistance as provided for in California Government Code sections 7260, et seq. and 42 U.S.C. section 4601, et seq.

Tenant has been advised by its legal counsel concerning the content and effect of California Civil Code section 1542, 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 known by him or her must have materially affected his or her settlement with the debtor.

In reference to the waiver set forth in this Section, by its initials below, Tenant waives the benefits of Civil Code Section 1542 and all other state or federal statutes, legal principles, or judicial decisions of similar effect. This provision shall survive the expiration or termination of this Lease.

## 16. LEGAL ACTIONS

**Institution of Legal Actions.** In addition to any other rights or remedies, either Party may institute legal action to cure, correct, or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Lease. Such legal action must be instituted in the Superior Court of the County of San Bernardino, State of California, or in the Federal District Court in the Central District of California.

16.1 **Applicable Law.** The laws of the State of California shall govern the interpretation and enforcement of this Lease.

16.2 **Acceptance of Service of Process.** In the event that any legal action is commenced by Tenant against Landlord, service of process on Landlord shall be made by personal service upon the City Clerk, or in such other manner as may be provided by law.

In the event that any legal action is commenced by Landlord against Tenant, service of process on Tenant shall be made by personal service upon an officer and/or member of Tenant and shall be valid whether made within or without the State of California, or in such manner as may be provided by law.

16.3 **Attorneys' Fees and Court Costs.** In the event that either Landlord or Tenant shall bring or commence an action arising out of or in connection with this Lease the prevailing Party shall be entitled to and shall be paid reasonable attorneys' fees and court costs therefor.

**17. GENERAL PROVISIONS**

17.1 **Notice.** All notices, demands and communications between Landlord and Tenant under this Lease must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To Landlord: Mikey Fuentes, Dir. of Economic Development  
City of Montclair  
5111 Benito Street  
Montclair, CA 91763

To Tenant: Robert Edwards  
Set Free Church Pomona Valley  
10643 Mills Avenue  
Montclair, CA 91763

17.2 **Time of Essence.** Time is of the essence with respect to the performance of each and every provision of this Lease.

17.3 **Conflict of Interests.** No elected official, officer, contractor, agent or employee of Landlord shall have any personal interest, direct or indirect, in this Lease, nor shall any such elected official, officer, contractor, agent or employee participate in any decision relating to the Lease which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. Tenant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Lease.

17.4 **Non-liability of Landlord Officials and Employees.** No elected official, officer, contractor, agent or employee of Landlord shall be personally liable to Tenant, or any successor in interest, in the event of any default or breach by Landlord or for any amount which may become due to Tenant or successor or on any other obligation under the terms of this Lease.

17.5 **Inspection of Books and Records.** Landlord has the right at all reasonable times to inspect the books and records of Tenant pertaining to its operations on the Property as pertinent to the purposes of this Lease. Tenant also has the right at all reasonable times to inspect the books and records of Landlord pertaining to the Property as pertinent to the purposes of this Lease.

17.6 **Entry and Inspection of Property.** Landlord shall have the right at all reasonable times to enter the Property for the purpose of viewing and ascertaining the condition of the same, or to protect its interests in the Property and the Improvements or to inspect the operations conducted thereon. Any such entry shall be made only after reasonable notice to Tenant. In the event that such entry or inspection by Landlord discloses that the Property or the Improvements are not in a decent, safe, and sanitary condition, are damaged, or in disrepair, Landlord shall have the right, after thirty (30) days written notice to Tenant, to have any necessary maintenance or repair work done for and at the expense of Tenant and Tenant hereby agrees to pay promptly any and all costs incurred by Landlord in having such necessary maintenance or repair work done in order to keep the Property and the Improvements in a decent, safe and sanitary condition. The rights reserved in this Section shall not create any obligations on Landlord or increase any obligations imposed on Landlord elsewhere in this Lease.

17.7 **No Partnership.** Neither anything in this Lease contained, nor any acts of Landlord or Tenant shall be deemed or construed by any person to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between Landlord and Tenant.

17.8 **No Third-Party Beneficiaries.** There are no intended third-party beneficiaries of any right or obligation assumed by the Parties under this Lease.

17.9 **Compliance with Law.** Tenant agrees, at its sole cost and expense, to comply and secure compliance with all the requirements now in force, or which may hereafter be in force of all municipal, county, state and federal authorities, pertaining to the Property, as well as operations conducted thereon; and to faithfully observe and secure compliance with, in the use of the Property, all applicable city, county and municipal ordinances, rules and regulations and all state and federal statutes, rules, orders and regulations now in force or which may hereafter be in force, including all laws prohibiting discrimination or segregation in the use, sale, lease or occupancy of the property. The judgment of any court of competent jurisdiction, or the admission of Tenant or any sublessee or permittee in any action or proceeding against them, or any of them, whether Landlord be a party thereto or not, that Tenant, sublessee or permittee has violated any such law, rule, order or regulation in the use of the Property shall be conclusive of that fact as between Landlord and Tenant.



17.10 **Waiver.** Any failure or delay by either Party in asserting any of its rights and remedies under this Lease shall not operate as a waiver of any default or of any such rights or remedies. Delays by either Party in asserting any of its rights and remedies shall not deprive either Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

17.11 **Rights and Remedies Are Cumulative.** The rights and remedies of the Parties under this Lease are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

17.12 **Severability.** If any provision of this Lease shall be adjudged invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Lease shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

17.13 **Binding Effect.** This Lease, and the Terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns.

17.14 **Counterparts.** This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the fully executed Lease.

17.15 **Authority to Enter Lease.** Each Party warrants that the individual who has signed this Lease on its behalf has the legal power, right, and authority to make this Lease and bind each respective Party thereto.

17.16 **Entire Agreement: Modifications.** This Lease constitutes the entire agreement between the Parties regarding the subject matter of this Lease, superseding all other agreements or understandings, whether written or oral. This Lease may not be modified or amended except in writing signed by the Parties. This Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, beneficiaries, successors and assigns.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**LANDLORD**

**TENANT**

By: \_\_\_\_\_  
Javier John Dutrey, Mayor

By: \_\_\_\_\_  
Robert Edwards, Set Free Church  
Pomona Valley

Attest:

By: \_\_\_\_\_  
Andrea M. Myrick, City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Diane E. Robbins, City Attorney

**EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY**

The following described real property, together with all improvements thereon:

TRACT 4503 LOT 18

APN: 1008-611-18-0000

TRACT 4503 LOT 19

APN: 1008-611-19-0000

**EXHIBIT B  
LEASE SPACE DESCRIPTION**

Lease Space – 912 square foot single–story building and detached two car garage that is located at 9661 Central Avenue, Montclair, California, 91763, and depicted on the schematic immediately following this page.

**EXHIBIT C**  
**Designated Services**

1. **Designated Services.** During the term of this Agreement and in accordance with Section 5, the following activities will constitute Designated Services that would allow the Tenant to request a rent reduction.
  - a. Accompanying the City's Special Operations Unit on Homeless Outreach Detail a minimum of twenty-five (25) hours per week as well as respond to special requests/calls for service from the Special Operations Unit regarding homeless individuals and/or families in need of assistance.
2. **Maintenance of Records.** During the term of this Agreement, Tenant must provide records of supporting documents demonstrating that Designated Services were provided for the month that a reduction in rent is requested. Documentation includes but it not limited to individuals served, actions taken, and services provided. Tenant is also required to meet periodically with the City Manager or his/her designee to review the provision of Designated Services and other compliance by Tenant with this Agreement.



# CITY COUNCIL AGENDA REPORT

**DATE:** JULY 15, 2024

**FILE I.D.:** PDT175

**SECTION:** CONSENT - AGREEMENTS

**DEPT.:** POLICE

**ITEM NO.:** 5

**PREPARER:** M. BUTLER

**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT NO. 24-61 WITH LOMA LINDA UNIVERSITY CHILDREN'S HOSPITAL, A MEMORANDUM OF UNDERSTANDING FOR THE MONTCLAIR POLICE DEPARTMENT'S USE OF THE CHILDREN'S ASSESSMENT CENTER

CONSIDER AUTHORIZING CHIEF OF POLICE JASON REED TO SIGN AGREEMENT NO. 24-61

**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 24-61 with Loma Linda University Children's Hospital (LLUCH), a Memorandum of Understanding (MOU) for San Bernardino County Police Departments' use of the Children's Assessment Center (CAC) to interview, examine, and diagnose children of suspected sexual and/or physical abuse.

A copy of proposed Agreement No. 24-61 is attached for the City Council's review and consideration.

**BACKGROUND:** For many years, the Montclair Police Department and the County's local law enforcement agencies have entered into a contractual public-private endeavor with LLUCH to provide medical and forensic services of children suspected of being abused. The services performed at the jointly operated CAC include providing a medical sexual and/or physical abuse evidentiary examination by a qualified examiner that complies with the California Medical Protocol for Examination of Sexual Assault and Child Abuse Victims. Prior to conducting the forensic interview, the examiner reviews records relative to the child and consults with the agency as to the content and purpose of the interview. Upon completion of the examination, the CAC provides the law enforcement agency with an original copy of the completed report of the outcome of the evaluation. These forensic interviews and examinations gather information about incidents of alleged child abuse and play an important part in the investigation process. Thus, staff would like to continue receiving the services provided by LLUCH's Children's Assessment Center.

**FISCAL IMPACT:** The San Bernardino County Police Departments are required to pay an annual membership fee to LLUCH based on population size entitling them to the services included in the MOU, which is effective as of July 1, 2024, and expires June 30, 2027.

Based on the City's current population, the annual membership fee would be \$5,000. According to Exhibit A of the proposed MOU, the City would pay a \$5,000 annual membership fee to receive unlimited assessments at no additional cost.

If authorized by the City Council, funding for Agreement No. 24-61 is included in the Police Department's Fiscal Year 2024-25 Budget in Investigations Medical Services Account No. 1001-4425-52460-400-00000, and funding would be included in subsequent budgets until the term of the MOU expires.

**RECOMMENDATION:** Staff recommends the City Council take the following actions:

1. Approve Agreement No. 24-61 with Loma Linda University Children's Hospital, a Memorandum of Understanding for the Montclair Police Department's use of the Children's Assessment Center.
2. Authorize Chief of Police Jason Reed to sign Agreement No. 24-61.

**MEMORANDUM OF UNDERSTANDING**

between

Loma Linda University Children's Hospital

And

San Bernardino County Police Departments

for

Use of Children's Assessment Center

July 1, 2024

WHEREAS, there exists a need for additional medical and forensic services to examine and diagnose children of suspected child abuse; and

WHEREAS, the County of San Bernardino and its affiliates, and Loma Linda University Children's Hospital (LLUCH), have entered into a contractual public-private endeavor to provide these services at the jointly operated Children's Assessment Center (CAC); and

WHEREAS, because of the above-referenced public-private endeavor, the LLUCH is offering the County's local law enforcement and other child protecting Agencies an opportunity to obtain the medical and forensic services needed to examine and diagnose children of suspected sexual and/or physical abuse;

NOW THEREFORE, the LLUCH and local law enforcement Agencies and other child protecting Agencies, hereinafter referred to as Agencies, mutually agree to the following terms and conditions:



## TABLE OF CONTENTS

I. DEFINITIONS .....	3
II. SERVICES TO BE PERFORMED .....	3
III. OBLIGATIONS OF AGENCIES .....	3
IV. INVOICE AND PAYMENT PROCEDURES .....	4
V. INDEMNIFICATION AND INSURANCE.....	5
VI. TERM .....	5
VII. EARLY TERMINATION .....	5
VIII. GENERAL PROVISIONS .....	5
XI. CONCLUSION.....	8

## I. DEFINITIONS

- A. Agencies - For purposes of this MOU, local law enforcement and other child protecting Agencies able to access the services of the Center.
- B. Children's Assessment Center (CAC) - Referred to as the Center. For purposes of this MOU, shall only be that portion of the Center which is for the medical and forensic interview, examination and diagnosis of suspected child sexual and/or physical abuse. It does not include the direct treatment of the emotional, mental or physical consequences of abuse.
- C. Loma Linda University Children's Hospital (LLUCH) - Will provide the Center's Medical Director who is responsible for the medical direction of the Center.

## II. SERVICES TO BE PERFORMED

- A. The Center shall provide a medical sexual and/or physical abuse evidentiary examination by an examiner qualified for the practice of medical diagnosis of child abuse as well as qualified for practicing their medical specialty. The examination shall include medical history, physical examination, and if medically appropriate, an in-depth examination of the genitalia using a colposcope. The medical examination shall comply with the California Medical Protocol for Examination of Sexual Assault and Child Abuse Victims.
- B. The Center shall provide the Agencies an original copy of the completed report of the outcome of the evaluation upon completion of the examination.
- C. The Center's Medical Director shall have the absolute right and discretion to refuse to conduct a medical examination or order certain laboratory tests with respect to a particular child.
- D. Qualified and trained Masters level professional with Child Forensic Interview Training (CFIT) and certification to perform the forensic interview(s) of a child suspected of being abused. The Forensic Interview (FI), shall work under the direction and control of the Medical Director and the Center's Manager.
  - 1. All forensic interviews will be memorialized and a copy of the interview evidence will be provided to the referring Agencies.
  - 2. Prior to conducting the forensic interview, the FI will review records relative to the child which have been provided to the Center and will consult with the authorized individual from the Agencies as to the content and purpose of the interview.

## III. OBLIGATIONS OF AGENCIES

- A. The Agencies shall pay to LLUCH an annual membership fee calculated by population size, as outlined in Exhibit A, which entitles them to the services outlined in Section II.
- B. No changes to the fee structure or calculations will be permitted within the first year of this Agreement. All changes thereafter are to be reassessed on an annual basis and must be stated in a written amendment to this Agreement.

IV. INVOICE AND PAYMENT PROCEDURES

A. ANNUAL MEMBERSHIP FEE

LLUCH shall submit an invoice to the Agencies for the membership fee annually. The Agencies shall pay the membership fee within forty-five (45) days of receiving the invoice. The Agencies must submit payment within forty-five (45) days to continue to utilize the Center's services.

1. The annual membership entitles the Agencies access to services outlined in Section II of the agreement, it does not include the direct treatment of the emotional, mental, or physical consequences of abuse. LLUCH reserves the right and responsibility to bill and collect from third party payors (including Medi-Cal and private insurance) any fees for evidentiary medical examination rendered by CAC during any client session.

B. BILLING AND PAYMENT ADDRESSES

1. The Agencies' designated person and address for billing purposes shall be:

BARSTOW POLICE DEPARTMENT  
Attn:  
220 East Mountain View Street, Barstow, CA 92311

CHINO POLICE DEPARTMENT  
Attn:  
5450 Walnut Avenue, Chino, CA 91708

COLTON POLICE DEPARTMENT  
Attn:  
650 N. La Cadena Drive, Colton, CA 92324

FONTANA POLICE DEPARTMENT  
Attn:  
17005 Upland Avenue, Fontana, CA 92335

MONTCLAIR POLICE DEPARTMENT  
Attn:  
4870 Arrow Highway, Montclair, CA 91763

ONTARIO POLICE DEPARTMENT  
Attn: Fiscal Services  
2500 South Archibald Avenue, Ontario, CA 91761

REDLANDS POLICE DEPARTMENT  
Attn:  
30 Cajon, Post Office Box 1025, Redlands, CA 92373

RIALTO POLICE DEPARTMENT

Attn:  
128 North Willow Avenue, Rialto, CA 92376

SAN BERNARDINO POLICE DEPARTMENT  
Attn: Finance Unit  
290 North "D" Street, San Bernardino, CA 92402

UPLAND POLICE DEPARTMENT  
Attn: Lieutenant  
1499 West 13th Street, Upland, CA 91786

2. Payments shall be made payable to:

LOMA LINDA UNIVERSITY CHILDREN'S HOSPITAL

The address and designated person for billing purposes shall be:  
CHILDREN'S ASSESSMENT CENTER  
Attn: Program Administrator  
700 E. Gilbert Street, San Bernardino, CA 92415

V. INDEMNIFICATION AND INSURANCE

A. INDEMNIFICATION

Each party to this agreement agrees to indemnify and hold harmless the other party and its officers, employees, agents and volunteers from any and all claims or actions resulting from the other party's acts, errors or omissions and for any costs or expenses incurred by the party on account of any claim therefore.

B. INSURANCE

Each Agency to this agreement is a public entity and is legally self-insured under the laws of the State of California. LLUCH is also legally self-insured under the laws of the State of California.

VI. TERM

This Memorandum of Understanding (MOU) is effective as of July 1, 2024 and expires June 30, 2027, but may be terminated earlier in accordance with provisions of Section VII of this MOU.

VII. EARLY TERMINATION

This MOU may be terminated without cause upon thirty (30) days written notice by either Agency. LLUCH is authorized to exercise rights as to all or any of the Agencies with respect to any termination of this MOU. The Agency's Director, or his/her appointed designee, has authority to terminate this MOU on behalf of the Agencies.

VIII. GENERAL PROVISIONS

- A. When notices are required to be given pursuant to this MOU, the notices shall be in writing and mailed to the following respective addresses listed below.

1. Agencies:

BARSTOW POLICE DEPARTMENT  
Attn:  
220 East Mountain View Street, Barstow, CA 92311

CHINO POLICE DEPARTMENT  
Attn:  
5450 Walnut Avenue, Chino, CA 91708

COLTON POLICE DEPARTMENT  
Attn:  
650 N. La Cadena Drive, Colton, CA 92324

FONTANA POLICE DEPARTMENT  
Attn:  
17005 Upland Avenue, Fontana, CA 92335

MONTCLAIR POLICE DEPARTMENT  
Attn:  
4870 Arrow Highway, Montclair, CA 91763

ONTARIO POLICE DEPARTMENT  
Attn: Fiscal Services  
2500 South Archibald Avenue, Ontario, CA 91761

REDLANDS POLICE DEPARTMENT  
Attn:  
30 Cajon, Post Office Box 1025, Redlands, CA 92373

RIALTO POLICE DEPARTMENT  
Attn:  
128 North Willow Avenue, Rialto, CA 92376

SAN BERNARDINO POLICE DEPARTMENT  
Attn: Finance Unit  
290 North "D" Street, San Bernardino, CA 92402

UPLAND POLICE DEPARTMENT  
Attn: Lieutenant  
1499 West 13th Street, Upland, CA 91786

2. LLUCH:

LOMA LINDA UNIVERSITY CHILDREN'S HOSPITAL  
Ambulatory Administration  
11234 Anderson Street, CH1816  
Loma Linda, CA 92354

- B. Nothing contained in this MOU shall be construed as creating a joint venture, partnership or employment arrangement between the Parties hereto, nor shall

either Agency have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Agency hereto.

- C. Agencies shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of LLUCH in an attempt to secure favorable treatment regarding this MOU.

LLUCH, by written notice, may immediately terminate any MOU if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of LLUCH with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a MOU has been awarded.

Agencies shall immediately report any attempt by a LLUCH officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Agencies. The report shall be made to the supervisor or manager charged with supervision of the employee or to LLUCH's Administrative Office. In the event of a termination under this provision, LLUCH is entitled to pursue any available legal remedies.

- D. No waiver of any of the provisions of the MOU shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Agencies. No course of dealing and no delay or failure of an Agency in exercising any right under the MOU shall affect any other or future exercise of that right or any exercise of any other right. An Agency shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- E. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both Agencies as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Agencies hereto.
- F. If any provision of the MOU is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the MOU shall not be affected.
- G. This MOU shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Agencies agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes resulting under this MOU, to the exclusion of all other federal and state courts.
- H. This MOU is not assignable by Agencies either in whole or in part.
- I. Agencies shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this

MOU, except for statistical information not identifying any participant. The Agencies shall not use or disclose any identifying information for any other purpose other than carrying out the Agency's obligations under this MOU, except as may be otherwise required by law. This provision will remain in force even after the termination of the MOU.

Moreover, Agencies and LLUCH both recognize the breadth of laws and regulatory requirements concerning the confidentiality of child sexual abuse information and will ensure that their employees, volunteers and agents are familiar with the lawful release and exchange of such confidential information.

- J. Agencies and LLUCH shall comply with all Federal, State and local laws and regulations and requirements.

## XI. CONCLUSION

- A. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments to the terms and conditions set forth in this document.

Signatures to Follow

LOMA LINDA UNIVERSITY CHILDREN'S HOSPITAL

1 PL BL  
Name: Peter Baker  
Title: Senior Vice President  
Date: 5/3/24

BARSTOW POLICE DEPARTMENT

Name: Andrew Espinoza Jr.  
Title: Chief of Police  
Date: \_\_\_\_\_

CHINO POLICE DEPARTMENT

Name: Kevin Mensen  
Title: Chief of Police  
Date: \_\_\_\_\_

COLTON POLICE DEPARTMENT

Name: Henry Dominguez  
Title: Chief of Police  
Date: \_\_\_\_\_

FONTANA POLICE DEPARTMENT

Name: Michael Dorsey  
Title: Chief of Police  
Date: \_\_\_\_\_

MONTCLAIR POLICE DEPARTMENT

Name: Jason Reid  
Title: Chief of Police  
Date: \_\_\_\_\_

ONTARIO POLICE DEPARTMENT

Name: Michael Lorenz  
Title: Chief of Police  
Date: \_\_\_\_\_

REDLANDS POLICE DEPARTMENT

Name: Rachel Tolber  
Title: Chief of Police  
Date: \_\_\_\_\_

RIALTO POLICE DEPARTMENT

Name: Mark P. Kling  
Title: Chief of Police  
Date: \_\_\_\_\_

SAN BERNARDINO POLICE DEPARTMENT

Name: Darren L Goodman  
Title: Chief of Police  
Date: \_\_\_\_\_

UPLAND POLICE DEPARTMENT

Name: Marcelo Blanco  
Title: Chief of Police  
Date: \_\_\_\_\_



### Exhibit A

Fee Structure: Fees are calculated by population. Cities with a population over 50,000 pay \$5,000 membership fee plus 10 cents per resident over 50,000 residents. Cities with populations below 50,000 residents pay the \$5,000 membership fee only. All jurisdictions paying fees are entitled to receive unlimited assessments at no additional cost.

<b>Jurisdiction</b>	<b>Population</b>	<b>Annual Fee</b>
San Bernardino Police Department	220,000	\$22,000
Fontana Police Department	212,000	\$21,200
Ontario Police Department	179,000	\$17,900
Rialto Police Department	103,000	\$10,300
Chino Police Department	93,000	\$9,300
Upland Police Department	78,000	\$7,800
Redlands Police Department	73,000	\$7,300
Colton Police Department	53,000	\$5,300
Barstow Police Department	<50,000	\$5,000
Montclair Police Department	<50,000	\$5,000



# CITY COUNCIL AGENDA REPORT

---

<b>DATE:</b>	JULY 15, 2024	<b>FILE I.D.:</b>	CCK350
<b>SECTION:</b>	CONSENT - RESOLUTIONS	<b>DEPT.:</b>	ADMIN. SVCS.
<b>ITEM NO.:</b>	1	<b>PREPARER:</b>	A. MYRICK
<b>SUBJECT:</b>	CONSIDER ADOPTION OF RESOLUTION NO. 24-3437 ADOPTING A RECORDS AND INFORMATION MANAGEMENT PROGRAM POLICY AND RECORD RETENTION SCHEDULES TOGETHER AS THE CITY OF MONTCLAIR'S OFFICIAL RECORDS MANAGEMENT PROGRAM		

---

**REASON FOR CONSIDERATION:** The City has been working with Records Control Services, Inc. (RCS), a records management consultant, to update the City's records retention schedule to comply with all applicable legal retention periods and reflect the City's existing records more accurately, and to provide records management training and best practice recommendations to staff in each department.

RCS has worked with staff to develop a proposed Records and Information Management Program Policy and revised Record Retention Schedules.

The City Council is requested to consider adoption of Resolution No. 24-3437 adopting a Records and Information Management Program Policy and Records Retention Schedules together as the City of Montclair's official Records Management Program.

**BACKGROUND:** At its November 19, 2012 meeting, the City Council adopted Resolution No. 12-2973 adopting a Records Retention Schedule as the City of Montclair's Official Records Management Program. The Records Retention Schedule was adopted in order to ensure the City's compliance with various State and Federal statutes, which require records of public agencies to be maintained for specified periods of time. The retention of public records is in accordance with Government Code §7920.000, the California Public Records Act (CPRA) — an act designed to allow the inspection and/or disclosure of public agency and government records to the public upon request.

The CPRA defines a public record as "any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics." Although it provides an expansive definition of "writing," it does not specify the retention period for public records. Instead, Government Code §34090 provides general retention periods for various categories of documents classified as public records.

In December of 2018, the City Council adopted Resolution No. 18-3224 in order to update the Records Retention Schedule (RRS) to comply with changes to various State and Federal statutes. While the updated RRS included statutory changes and guidelines for retention of certain records, the City of Montclair Records Management Program does not include a policy to support the RRS and other records management activities.

On August 15, 2022, the City Council approved a contract with RCS to develop a Records Management Policy, and to revise and improve the RRS to include new or updated Federal and State statutory retention requirements and to accurately represent all types of records maintained in the City's departments. The project timeline was split into three phases, and progress has been made as follows:

- **Phase 1: Discovery, Assessment, Gap Analysis, & Records Classification System**

- Review of the City's current policies and development of a project timeline.
- Kick-off meeting with key City staff (the project team).
- Separately held meetings with representatives from each department familiar with the department's records to review and inspect active and inactive files including paper, electronic, and microfilm.
- On-site reviews of currently available storage space and equipment.
- Determine adherence to current records retention schedule and records management policies.
- Assess the most appropriate maintenance, storage, and destruction methods and procedures for each department and record type. \*
- Prepare a report summarizing the result of the review of the City's records and provide a presentation of findings and gap analysis to the project team. \*

- **Phase 2: Records Information & Management Policies, Procedures, Retention Schedule**

- Develop a comprehensive proposal for a Records Management Program customized to the City's records and staff preferences to maximize use of available on-site storage space, including:
  - Updated Record Retention Schedules, and
  - Policies and procedures for records and information management based on best practices.
- Provide recommendations for physical and digital records storage and a centralized, all-inclusive system for quickly navigating and locating records.\*

- **Phase 3 - Records Management Program Implementation Strategy & Training**

- Develop procedure guides for Records Management Program maintenance and preservation.
- Provide staff training.

*\*Note: Consultant is currently preparing a consolidated report containing the assessment, findings, and recommendations.*

The updated schedules have been reviewed and approved by each of the Department Heads, the City Attorney, and the City Clerk. The Records and Information Management Program Policy has been reviewed and approved by the City Attorney and the City Clerk.

Resolution No. 24-3437 would rescind and supersede Resolution No. 18-3224, the previous resolution that updated the Records Retention Schedules, originally adopted via Resolution No. 12-2973, as the City of Montclair's official Records Management Program.

**FISCAL IMPACT:** The City Council's adoption of Resolution No. 24-3437 would have no direct fiscal impact on the City's general fund.

**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 24-3437 adopting a Records and Information Management Program Policy and Record Retention Schedules together as the City of Montclair's official Records Management Program.

RESOLUTION NO. 24-3437

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR RESCINDING AND SUPERSEDING RESOLUTION NOS. 12-2973 AND 18-3224, AND TOGETHER ADOPTING A RECORDS AND INFORMATION MANAGEMENT PROGRAM POLICY AND REVISED RECORD RETENTION SCHEDULES AS THE CITY OF MONTCLAIR'S OFFICIAL RECORDS MANAGEMENT PROGRAM**

**WHEREAS**, it is necessary for the efficient operation of the City to follow a procedure for the retention of City documents and other records, as well as follow a schedule for the destruction of obsolete records; and

**WHEREAS**, the adoption of a Records Retention Schedule facilitates the orderly and efficient transfer, retention, and disposition of records in a responsible and timely manner; and

**WHEREAS**, the State of California and the Federal Government have specified time periods in which public records are required to be retained; and

**WHEREAS**, California Government Code (GC) Section 34090 *et. seq.* sets forth certain legal requirements relating to the retention of certain municipal records and provides a procedure whereby City records that have served their purpose and are no longer required may be destroyed; and

**WHEREAS**, on November 11, 2012, the Montclair City Council adopted Resolution No. 12-2973 adopting a Records Retention Schedule as the City of Montclair's Official Records Management Program in order to facilitate the orderly and efficient transfer, retention, and disposition of records of the City of Montclair in a responsible and timely manner; and

**WHEREAS**, on December 17, 2018, the Montclair City Council adopted Resolution No. 18-3224 amending the Records Retention Schedule; and

**WHEREAS**, City staff finds that the current retention schedule does not accurately reflect all of the City's records nor does it contain references to relevant government codes that govern the retention of specific records;

**WHEREAS**, the City hired Records Control Services, Inc., a firm specializing in government records management, which recommended inclusion of a policy as part of the Records Management Program and updates to the Retention Schedules and;

**WHEREAS**, the City Attorney and City Clerk have reviewed and approved the proposed Records and Information Management Program Policy and revised Record Retention Schedules making up the City of Montclair's proposed official Records Management Program; and

**WHEREAS**, in accordance with provisions of GC Section 34090 *et. seq.*, the City Council hereby acknowledges that the City Attorney's signature on this Resolution constitutes written consent under GC Section 34090 *et. seq.* for the destruction of obsolete and unnecessary records and documents in accordance with the City of Montclair's Record Management Program.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Montclair does declare the following:

**SECTION I.** Resolution Nos. 12-2973 and 18-3224 are hereby rescinded and superseded by this Resolution.

**SECTION II.** Exhibit "A", the Records and Information Management Program Policy (the "Policy"), and Exhibit "B", the Record Retention Schedules (the "Retention Schedules"), of this Resolution are hereby adopted together as the City of Montclair's official Records Management Program (the "Program").

**SECTION III.** Amendments to the Program. Amendments or updates to the Program, consisting of the Policy and Retention Schedules, shall be approved only by City Council resolution.

**SECTION IV.** Ongoing Authority for Necessary Amendments to the Program. The City Clerk or their designee shall have authority to amend the Policy and Retention

Schedules from time to time in accordance with changes to State and Federal law that affect procedural requirements and retention periods of City records.

**SECTION V.** Ongoing Authority for Destruction of Records. In accordance with the Policy, the City Clerk or their designee is hereby authorized and shall have ongoing authority, without further approval by the City Council and with the consent of the City Attorney, for destruction of City records based on the Retention Schedules.

**SECTION VI.** This Resolution shall become effective immediately upon adoption.

**APPROVED AND ADOPTED** this XX day of XX, 2024.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Attorney

**ATTEST:**

\_\_\_\_\_  
City Clerk

I, Andrea M. Myrick, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 24-3437 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2024, and that it was adopted by the following vote, to-wit:

AYES: XX  
NOES: XX  
ABSTAIN: XX  
ABSENT: XX

\_\_\_\_\_  
Andrea M. Myrick  
City Clerk

**City of Montclair**  
**Records Retention Schedule and UFIRST™ Index**  
**01-00-00 CITYWIDE ADMINISTRATIVE FUNCTION (ALL DEPARTMENTS)**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LOV/LOI/LOSLOR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
<b>01-01-00</b>	<b>Administrative Materials</b>					
01-01-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
01-01-02	Correspondence & Reports - External	Not related to a specific project or program.	City-wide		CY+2, AR	GC 34090: 2 year minimum requirement.
01-01-03	Correspondence & Reports - Internal	Not related to a specific project or program.	City-wide		CY+2, AR	Administrative Record, State of California Guidelines. GC 34090: 2 year minimum requirement.
01-01-04	Policies & Procedures		City-wide		S+5	Administrative Record, State of California Guidelines CCP 343: 4 years to commence action.
01-01-05	Staff & Interdepartmental Meetings		City-wide		EY+2	Administrative Record, State of California Guidelines GC 34090: 2 year minimum requirement.
01-01-06	Surveys & Studies - General City		City-wide		AC+2	GC 34090: 2 year minimum requirement. State of California Guidelines; 2 years after completion for general studies and surveys.
01-01-07	Budget Worksheets - Departments	Includes worksheets, forecasts and other budget creation related documents maintained by the departments.	City-wide		ACT	Transitory Record; Maintain as long as necessary for current business activities. Administrative Record, State of California Guidelines.
<b>01-02-00</b>	<b>Reference Materials</b>					
01-02-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
01-02-02	Professional Associations/Organizations		City-wide		CY+2	GC 34090d: 2 year minimum requirement.
01-02-02	Community Organizations/Foundations		City-wide		CY+2	Administrative Record, State of California Guidelines. GC 34090d: 2 year minimum requirement.
01-02-03	Complaint Files	General complaints to City departments. Does not include claims against the City.	City-wide		AC+7	Administrative Record, State of California Guidelines. 42 USC 1983; Settlement of complaint plus 7 years.
01-02-03	Community Information/Events	May include flyers, photos, activities.	City-wide	H	CY+2, AR	GC 34090: 2 year minimum requirement. Administrative Record, State of California Guidelines. Administrative Decision; Current year plus 2 years, review annually for historical content.
01-02-04	Historical Information/Events	May include flyers, photos, activities.	City-wide	H	P	Administrative Record, State of California Guidelines. Administrative Decision; Retain permanently for historical value.
01-02-04	Technical Reference		City-wide		ACT	GC 34090.7: Duplicates and reference materials may be destroyed within the 2 year minimum.
01-02-05	Dues/Subscriptions		City-wide		CY+2	GC 34090: 2 year minimum requirement. Administrative Record, State of California Guidelines.

™ UFIRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.

**City of Montclair**  
**Records Retention Schedule and UFRST™ Index**  
**01-00-00 CITYWIDE ADMINISTRATIVE FUNCTION (ALL DEPARTMENTS)**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/L/OL/LOS/LOR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
<b>01-03-00</b>	<b>Materials from Agencies &amp; Other Cities - Non-project Related</b>					
01-03-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects. Inclusion in an associated record series, or creation of a new record series.
01-03-02	Federal Agencies	Correspondence & reports not attached to contracts, agreements or specific projects. Review annually for content.	City-wide		CY+2, AR	GC 34090; 2 year minimum requirement. State of California Guidelines; Administrative Record.
01-03-03	State Agencies	Correspondence & reports not attached to contracts, agreements or specific projects. Review annually for content.	City-wide		CY+2, AR	GC 34090; 2 year minimum requirement. State of California Guidelines; Administrative Record.
01-03-04	Regional/National Agencies	Correspondence & reports not attached to contracts, agreements or specific projects. Review annually for content.	City-wide		CY+2, AR	GC 34090; 2 year minimum requirement. State of California Guidelines; Administrative Record.
01-03-05	County Agencies	Correspondence & reports not attached to contracts, agreements or specific projects. Review annually for content.	City-wide		CY+2, AR	GC 34090; 2 year minimum requirement. State of California Guidelines; Administrative Record.
01-03-06	Adjacent Cities	Correspondence & reports not attached to contracts, agreements or specific projects. Review annually for content.	City-wide		CY+2, AR	GC 34090; 2 year minimum requirement. State of California Guidelines; Administrative Record.
01-03-07	Special Districts	Correspondence & reports not attached to contracts, agreements or specific projects. Review annually for content.	City-wide		CY+2, AR	GC 34090; 2 year minimum requirement. State of California Guidelines; Administrative Record.
<b>01-04-00</b>	<b>Grant Administration</b>					
01-04-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects. Inclusion in an associated record series, or creation of a new record series.
01-04-02	Grant Applications & Agreements	Includes agreements, grant applications and supporting documents for the grant. Grant administrators must maintain copies of all invoices associated with the grant along with the supporting documents. For federal, state, county and school district grants.	City-wide		AFP+5 *	29 CFR 97.36(f)(1-1); 3 years after final payment. 29 CFR 97.42(b); 3 years after final payment. 2 CFR 200.334; 3 years after final expenditure report for federal grants. 24 CFR 570.502(a)(7)(i)(a); Deeds/CDBG activities, 4 years after closure of loan. State of California Guidelines; 5 years after grant closure. * State recommends referring to grant application close-out procedures, if any.
01-04-03	CDBG Grant Applications & Agreements	Includes agreements, grant applications and supporting documents for the grant. Grant administrators must maintain copies of all invoices associated with the grant along with the supporting documents.	City-wide		AFP+4 *	29 CFR 97.36(f)(1-1); 3 years after final payment. 29 CFR 97.42(b); 3 years after final payment. 2 CFR 200.334; 3 years after final expenditure report for federal grants. 24 CFR 570.502(a)(7)(i)(a); Deeds/CDBG activities, 4 years after closure of loan. State of California Guidelines; 5 years after grant closure. * State recommends referring to grant application close-out procedures, if any.

™ UFRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.

REV: 5/30/2024

City of Montclair  
Records Retention Schedule and UFIRST™ Index

**EXHIBIT B**

**01-00-00 CITYWIDE ADMINISTRATIVE FUNCTION (ALL DEPARTMENTS)**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LOV/LOIL/OSL/OR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +[Number] - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
<b>01-05-00</b>	<b>Purchasing &amp; Material Acquisition</b>					
01-05-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		<b>AR</b>	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
01-05-02	RFPs / RFIs / RFOs	Includes competitive bid quotes.	City-wide		<b>AC+5</b>	GC 34090: 2 years minimum. CCP 337: Statute of limitations. State of California Guidelines: 5 years after audit for successful bids. Administrative Decision: 5 years after completion of project associated with the bid.
01-05-03	Bids - Successful		City-wide		<b>AC+5</b>	GC 34090: 2 years minimum. CCP 337: Statute of limitations. State of California Guidelines: 5 years after audit for successful bids. Administrative Decision: 5 years after completion of project associated with the bid.
01-05-04	Bids - Unsuccessful		City-wide		<b>CY+2</b>	GC 34090: 2 years minimum. State of California Guidelines: Current year plus 2 for unsuccessful bids.



**City of Montclair  
Records Retention Schedule and UFIRST™ Index**  
**02-00-00 CITY CLERK**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AF - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LOV/LOL/OSL/OR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
<b>02-01-00</b>	<b>City Clerk Administration</b>					
02-01-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		<b>AR</b>	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
02-01-02	Public Records Requests Log	Ongoing log of public records requests and status of request. Requested by media on occasion. Public records requests are located under Legal & Property function for department reference.	City Clerk		<b>AC+2</b>	GC 34090; 2 year minimum requirement. State of California Guidelines; 2 years after completion.
02-01-03	Records Retention Schedules		City Clerk		<b>P</b>	GC 34090; 2 year minimum requirement. CCP 343; 4 year statute of limitations. State of California Guidelines; 4 years after superseded. Administrative Decision; Permanent for retention schedules for records destruction tracking purposes.
02-01-04	Records Destruction Certificates, Destruction Documentation and Department Destruction Logs	Signed certificates indicating final disposition of documents which have met or exceeded approved retention policy guidelines and have been destroyed.	City Clerk		<b>P</b>	GC 34090; 2 year minimum requirement. State of California Guidelines; Permanent.
02-01-05	City-wide Filing System	Includes the uniform functional filing index, policies and procedures, guide books and other records management activity records.	City Clerk		<b>S+5</b>	GC 34090; 2 year minimum requirement. CCP 343; 4 years to commence action. Administrative Record, State of California Guidelines recommends retaining for 5 years after superseded.
02-01-06	Department-maintained Filing Systems & Inventories	Index to all active and inactive records maintained by departments in onsite and offsite storage.	City-wide		<b>S+2</b>	GC 34090; 2 year minimum requirement. State of California Guidelines; 2 years after superseded.
<b>02-02-00</b>	<b>City Council</b>					
02-02-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		<b>AR</b>	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
02-02-02	Council Meeting Notices	Affidavits of Posting, Mailing and/or Publication Declarations indicating agendas and other notices are completed in compliance with state law and department guidelines.	City Clerk		<b>CY+4</b>	GC 34090; 2 year minimum requirement. CCP 343; Statutes of limitations, 4 years.
02-02-03	Council Agenda Packets	Agendas, staff reports, supplemental communications and all other supporting documentation for City Council regular, adjourned, and special meetings.	City Clerk		<b>P</b>	GC 34090; 2 year minimum requirement. State of California Guidelines; Maintain for the Current Year plus 2 years. Administrative Decision; Maintain agenda packets permanently for significant historical and reference purposes.
02-02-04	Council Minutes	Includes City Council and other bodies it concurrently or formerly served as, including Redevelopment Agency, Successor Agency, Montclair Public Financing Authority, Montclair Housing Corporation, and Montclair Community Foundation Boards.	City Clerk	V, H	<b>P</b>	GC 34090e; Minutes of governing bodies, Permanent GC 36814; Maintain record of proceedings. GC 40801; Maintain record of proceedings. State of California Guidelines; Permanent.
02-02-05	Memos to Council	Occasional memos from departments providing information to Council.	City Clerk		<b>CY+2</b>	GC 34090; 2 year minimum requirement. Administrative Record, State of California Guidelines.

™ UFIRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved. REV: 5/30/2024

**City of Montclair  
Records Retention Schedule and UFIRST™ Index  
02-00-00 CITY CLERK**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOBL/OV/LI/OIL/OSL/OR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +[Number] - Plus Years (Y), Month (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
02-02-06	Items Submitted at Meetings	Includes materials distributed to a majority of the Council within 72 hours of a meeting related to agenda items that were not included in the published agenda packet (SB 343 items). Also includes such items distributed to the Council by a member of the public during a meeting.	City Clerk		CY+2	GC 34090: 2 year minimum requirement. CCP 1094.6: 90 days to file petition, 190 days to respond to petition. GC §54957.5 - Late received agenda items availability for public inspection. State of California Guidelines: Maintain for the Current Year plus 2 years.
02-02-07	Oaths of Office	Signed oaths of Council Members, Planning Commissioners, and Community Activities Commissioners. City Employee oaths maintained with Personnel Files.	City Clerk		AT+6	GC 34090: 2 year minimum requirement. 2 CCR 26: 5 years for oaths of office. State of California Guidelines: 6 years after termination for elected officials.
<b>02-03-00</b>	<b>Legislation</b>					
02-03-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
02-03-02	Ordinances	City Council ordinances.	City Clerk	V, H	P	GC 34090(e): Permanent for decisions of the City GC 40806: City Clerk maintains book of ordinances. State of California Guidelines: Permanent.
02-03-03	Resolutions	Resolutions of the City Council and other bodies it concurrently or formerly served/serves as.	City Clerk	V, H	P	GC 34090(e): Permanent for decisions of the City State of California Guidelines: Permanent.
02-03-04	Municipal Code	Municode online code and PDF printable code. Pre-1999 versions in paper only.	City Clerk	V, H	P	GC 34090(e): Permanent for decisions of the City State of California Guidelines: Permanent.
<b>02-04-00</b>	<b>Board, Commission &amp; Committee Membership</b>					
02-04-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
02-04-02	Commission Administrative Files	Includes communications, recruitment materials, memos and other administrative records. May include CAC & PC Panels agendas for recruitment interview meetings.	City Clerk		CY+2	GC 34090: 2 year minimum requirement. Administrative Record, State of California Guidelines.
02-04-03	Council/Commission Applications - Successful	Applications submitted as part of the Council recruitment/interview or Commission appointment process.	City Clerk		AT+5	GC 34090: 2 years minimum. GC 40801: Maintain record of proceedings. State of California Guidelines: 5 years after term of office.
02-04-04	Council/Commission Applications - Unsuccessful	Applications submitted as part of the Council recruitment/interview or Commission appointment process.	City Clerk		AC+2	GC 34090: 2 year minimum requirement. State of California Guidelines: maintain not selected applications for 2 years after completion.
02-04-05	Roster Listing	Ongoing list of members and positions over time.	City Clerk		P	GC 34090: 2 year minimum requirement. Administrative Record, State of California Guidelines. Administrative Decision: Maintain rosters permanently for historical tracking of appointments.

City of Montclair  
Records Retention Schedule and UFIRST™ Index

02-00-00 CITY CLERK

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LOV/LOI/LOSLOR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +[Number] - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
02-04-06	Certificates of Appointment	Maintained in files for each individual appointee.	City Clerk		AT+5	GC 34090; 2 years minimum. GC 40801; Maintain record of proceedings. State of California Guidelines; 5 years after term of office.
02-04-07	Maddy Act Postings	Schedules of vacancies for appointed boards and commissions, including current appointees. Posted annually. May be updated to accommodate unscheduled changes.	City Clerk		CY+2	GC 34090; 2 year minimum requirement. Administrative Record, State of California Guidelines.
<b>02-05-00</b>	<b>Elections Materials</b>					
02-05-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
02-05-02	Municipal Elections (General & Special)	Includes ballot material copies, correspondence with Registrar of Voters and candidates, and notices/legal publications. Registrar of Voter maintains voter registration records. City Clerk administrative, research and working files retained for future reference. Election handbook.	City Clerk		AC+5	EC 17000-1; Affidavits and indexes are 5 years. EC 17300; 5 years after election for election rosters. EC 17302(b); 6 months after election, if no contest, for election records. GC 81009; Campaign reports, not including candidate's campaign statements. GC 34090.7; Duplicate copies may be destroyed at any time if the City Council has prescribed a procedure for destruction of duplicates per GC 34090.7. Non-records may be destroyed at any time. For all election documents where the State's requirement is permanent, but for which the County maintains the original documents.
02-05-03	Candidate Filing Forms and Nomination Documents - Elected Officials	Submitted in order to qualify for candidacy; includes nomination petition, declaration of candidacy (Form 501), optional candidate statement, candidates Statements of Economic Interest (Form 700), signature and residency verification, consent forms, ballot designation worksheet, optional Code of Fair Campaign Practices declaration, filing checklists, Certificates of Election / Appointment, and candidate statement receipt. May include correspondence with candidates that is not considered transitory in relation to a submitted form.	City Clerk		AT+4	GC 34090; 2 year minimum requirement. EC 17100; 4 years after term ends.

**City of Montclair**  
**Records Retention Schedule and UFIRST™ Index**  
**02-00-00 CITY CLERK**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LOV/LOI/LOS/LOR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +[Number] - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
02-05-04	Candidate Filing Forms and Nomination Documents - Unsuccessful Candidates	Submitted in order to qualify for candidacy; includes nomination petition, declaration of candidacy (Form 501), optional candidate statement, candidates Statements of Economic Interest (Form 700), signature and residency verification, consent forms, ballot designation worksheet, optional Code of Fair Campaign Practices declaration, filing checklists, Certificates of Election / Appointment, and candidate statement receipt. May include correspondence with candidates that is not considered transitory in relation to a submitted form.	City Clerk		AC+2	GC 34090; 2 year minimum requirement.
02-05-05	Council Sponsored Measures	Arguments and rebuttals for and against measures and accompanying documentation, if filed; County paperwork, forms and communications; and other documents related to Measures. Economic Development maintains educational and outreach materials.	City Clerk		P	GC 34460; Indefinite. Maintain copy of charter related documents in archives. EC 17000-1; Affidavits and indexes are 5 years. EC 17300; 5 years after election for election rosters. EC 17302-6; 6 months after election, if no contest, for election records. GC 81009; Campaign reports, not including candidate's campaign statements. Administrative Decision: Maintain council sponsored measures permanently for historical tracking.
02-05-06	Initiative Measures, Referendums & Recalls	Includes petitions with original signatures.	City Clerk		AC+8M	EC 17200; 8 months after election closes for initiative and referendum petitions. EC 17400; 8 months after election/final examination for election recall petitions.
02-05-07	Candidate Handbook	Information relating to running for and qualifying for City Council and filing requirements and obligations. Revised and replaced each election.	City Clerk		S+2	GC 34090; 2 year minimum requirement. Administrative Decision: Maintain for 2 years after superseded for relevance to subsequent elections.
<b>02-06-00</b>	<b>Fair Political Practices Commission</b>					
02-06-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record. Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
02-06-02	Administrative Files	Annual statement and campaign disclosure noticing and processing correspondence, conflict code updates, master FPPC forms and manuals and reference files. Retention Note: Conflict of Interest Code (for Form 700 files) is adopted by City Council resolution every even numbered year. Resolution is retained permanently in resolution files.	City Clerk		CY+2, AR	GC 34090; 2 year minimum requirement. Administrative Record, State of California Guidelines.
02-06-03	Campaign Statements – Elected (Form 400s)	FPPC Campaign Financial Disclosure Statements for Elected officials and candidate controlled and/or committees primarily formed to support them. Filing obligation exists until committee is terminated.	City Clerk		P	GC 81009(b); maintain elected indefinitely.

™ UFIRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.

City of Montclair  
Records Retention Schedule and UFIRST™ Index

**EXHIBIT B**

**02-00-00 CITY CLERK**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOBL/OV/LOL/OS/LOR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +[Number] - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
02-06-04	Campaign Statements – Unsuccessful (Form 400s)	FPPC Campaign Financial Disclosure Statements for unsuccessful candidates for office including committees primarily formed to directly support them. Filing obligation exists until committee is terminated.	City Clerk		<b>AC+5</b>	GC 81009(b): 5 years for unsuccessful candidates.
02-06-05	Campaign Statements – Committees (Form 400s)	FPPC Campaign Financial Disclosure Statements for general purpose and ballot measure committees. Filing obligation exists until committee is terminated.	City Clerk		<b>AC+7</b>	GC 81009(e): 7 year requirement for originals.
02-06-06	Statement of Economic Interests (Form 700) – Elected Officials & 87200 Filers	Mayor, City Council Members, Planning Commissioners, City Manager/Treasurer, and City Attorney.	City Clerk		<b>AC+7</b>	GC 81009(e): 7 year requirement for originals, GC 81009(f): 4 year requirement for copies.
02-06-07	Statement of Economic Interests (Form 700) – Employees & Commissioners, Consultants as applicable	Positions designated in the City's Conflict of Interest Code file with the City Clerk.	City Clerk		<b>AC+7</b>	GC 81009(e): 7 year requirement for originals, GC 81009(f): 4 year requirement for copies.
02-06-08	Form 800s	Gift to Agency Reports (Form 801) and Public Official Appointments (Form 806) as applicable and necessary.	City Clerk		<b>AC+7</b>	GC 81009(e): 7 year requirement for originals, GC 81009(f): 4 year requirement for copies.

™ UFIRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.

**City of Montclair  
Records Retention Schedule and UFIRST™ Index  
03-00-00 CITY MANAGEMENT**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOBL/OVIL/OIL/OSL/OR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
<b>03-01-00</b>	<b>City Management</b>					
03-01-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects. Inclusion in an associated record series, or creation of a new record series.
03-01-02	City Manager Project Files	Includes communications, correspondence, memos, emails, drafts, transitory documents and other project or subject related documents. Historical Records:	City Manager		AC+2	GC 34090; 2 year minimum requirement. Administrative Record, State of California Guidelines.
			City	H	P	Administrative Decision; Maintain project files for 2 years after completion of the project. Review for potential historical information and keep permanently.
03-01-03	City Manager's Monthly Report	Provided to staff and Councilmembers, and posted on the City website.	City Manager		CY+2	GC 34090; 2 year minimum requirement. State of California Guidelines; 2 years for management reports.
03-01-04	Reports of Federal Legislative Advocate	Reports received from the City's advocate. May be related to grants, funding and economic issues.	City Manager		CY+2	GC 34090; 2 year minimum requirement.
<b>03-02-00</b>	<b>General Information Technologies</b>					
03-02-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects. Inclusion in an associated record series, or creation of a new record series.
03-02-02	Help Desk System	Support database that tracks requests for service and support, hardware and software inventory, licensing and maintenance agreements, and other IT task tracking. Currently using Lansweeper.	IT		ACT	Transitory Record; Maintain while active or until data is transferred to a new tracking system.
03-02-03	Help Desk Correspondence	Correspondence between staff and IT regarding hardware and software issues.	IT		CY+2	GC 34090; 2 year minimum requirement. Administrative Record, State of California Guidelines.
03-02-04	Technical Network Diagrams	Documents related to network configuration. PDF maintained on the Z drive.	IT	C	CY+4	CCP 343; Statute of limitations of 4 years. State of California Guidelines; Current year plus 4 years for network configuration and diagrams.
03-02-05	Surveillance Recordings - Administrative Facilities		IT		14D rotating	GC 34090 6; 100 days. * If a claim is filed or pending litigation, retain with the case file. State of California Guidelines; 180 days for audio, telephone and radio communication tapes, with exceptions of recordings pertaining to GC 34090.6 Administrative Decision; Maintain routine surveillance recordings for a rotating 14 days due to system limitations. No approvals required for disposition since it is automatically deleted.
03-02-06	Meeting Recordings	Includes audio and/or video recordings of meetings of City Council, Planning Commission and other boards, commissions, and committees.	IT		AP+30D / P*	GC 54953 5; 30 days after recording. Administrative Decision; 30 days after "summary" minutes of recorded meeting are approved by the body. *Maintain meeting recordings permanently to support "action" minutes. Creation of action minutes approved November 21, 2022.
<b>03-03-00</b>	<b>IT Projects &amp; Licensing Records</b>					

™ UFIRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.

REV: 5/30/2024



**City of Montclair  
Records Retention Schedule and UFIRST™ Index  
03-00-00 CITY MANAGEMENT**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LOI/LOL/OSL/OR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +[Number] - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
03-03-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
03-03-02	Licenses & Support	Includes software EULA licenses, and maintenance and support agreements.	IT		AC+4	CCP 337(2) & (3); Statutes of limitations of 4 years. CCP 343; Statutes of limitations of 4 years. 48 CFR 4.703; 3 years after final payment. 48 CFR 4.705-1; 4 years after completion for accounting, payroll, purchasing records, et. al.
03-03-03	IT Initiated Projects	Projects directly associated with IT and infrastructure management. Computer, software and network updates and upgrades.	IT		CY+2	GC 34090; 2 year minimum requirement. State of California Guidelines: Current year plus 2 years for maintenance and operations.
03-03-04	Department Initiated Projects	Building related projects involving IT in part.	IT		CY+2	GC 34090; 2 year minimum requirement. State of California Guidelines: Current year plus 2 years for maintenance and operations.
<b>03-04-00</b>	<b>Backup and Recovery Plans</b>					
03-04-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
03-04-02	Cloud Backup System	Automatic incremental backup occurring hourly.	IT		1W rotating	GC 34090.7; Duplicate records may be destroyed within the 2 year minimum period. State of California Guidelines: Current month plus 2 months for daily backups. Administrative Decision: Maintain a 1 week rotating set of daily backups to allow for recovery. Information is duplicated on the file servers.
03-04-03	Onsite Backup System	Stored on an internal server. Daily backup overwrites after 7 days. Also includes backups of certain supervisor, manager and director local drives.	IT		1W rotating	GC 34090.7; Duplicate records may be destroyed within the 2 year minimum period. State of California Guidelines: Current month plus 2 months for daily backups. Administrative Decision: Maintain a 1 week rotating set of daily backups to allow for recovery. Information is duplicated on the file servers.
03-04-04	Archive Social	Backup of changes to social media sites.	IT		CY+2	GC 34090; 2 year minimum requirement.

™ UFIRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.

City of Montclair  
Records Retention Schedule and UFIRST™ Index

**EXHIBIT B**

**04-00-00 LEGAL & PROPERTY**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LOV/LOL/LOSLOR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +[Number] - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
04-01-00	General Legal					
04-01-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
04-01-02	Public Records Requests		City-wide		AC+2	GC 34090; 2 year minimum requirement. State of California Guidelines; 2 years after completion.
04-02-00	City Attorney					
04-02-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
04-02-02	Closed Session	Closed Session materials and notes.	Attorney		P	GC 34090e; Minutes of governing bodies, Permanent. GC 36814; Maintain record of proceedings. GC 40801; Maintain record of proceedings.
04-02-03	Legal Opinions	Official opinions issued by City Attorney at the request of the City Manager or City Council.	Attorney	C	AC+2	GC 34090; 2 year minimum requirement. State of California Guidelines; 2 years after superseded. Administrative Decision; Maintain legal opinions for 2 years after the matter is closed. The State's guideline is inconsistent with the type of documents.
04-02-04	Department Advice & Assistance	Advice and informal opinions issued to departments upon request.	Attorney		AC+2	GC 34090; 2 year minimum requirement. State of California Guidelines; 2 years after superseded. Administrative Decision; Maintain department assistance projects for 2 years after the matter is closed. The State's guideline is inconsistent with the type of documents.
04-02-05	Litigation	Duplicate of originals on file with the County.	Attorney		AC+7	GC 34090; 2 year minimum requirement. State of California Guidelines; 7 years after closure for case records; maintain high profile cases permanently.
04-02-06	City Attorney Correspondence	High profile cases: Attorney / Client privileged communications	Attorney	C	AC+2	GC 34090; 2 year minimum requirement. Administrative Decision; Maintain correspondence for 2 years after the matter is closed.



**EXHIBIT B**

**City of Montclair  
Records Retention Schedule and UFIRST™ Index  
04-00-00 LEGAL & PROPERTY**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LOI/LOL/OSL/OR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
04-03-00	<b>Agreements / Contracts / MOUs</b>					
04-03-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
04-03-02	Service, Equipment & Supply Agreements	Vendors, product acquisitions, professional service agreements, services, individual employment, professional services and consultants, purchase, leases, licenses and all other general City agreements. Agreements and contracts over the \$15,000 approval limit and/or approved by Council maintained by the City Clerk.	City-wide	V	AC+4	CCP 337(2) & (3); Statutes of limitations of 4 years. CCP 337.2; Statutes of limitations of 4 years. 48 CFR 4.703; 3 years after final payment. 48 CFR 4.705-1; 4 years after completion for accounting, payroll, purchasing records, et. al.
04-03-03	Infrastructure, Mutual Aid & Labor Agreements	Capital improvement, development, subdivision, franchise, joint powers, mutual aid, labor unit MOU and other infrastructure related agreements.	City-wide	V	P	GC 34090(a), Real property records, maintain. CCP337, 337.1(a), 337.15; Statutes of limitations of 10 years maximum. CCP 337(2) & (3); Statutes of limitations of 4 years. 48 CFR 4.703; 3 years after final payment. 48 CFR 4.705-1; 4 years after completion for accounting, payroll, purchasing records, et. al. H&S 19850; Life of Building, with exceptions. 29 USC 211c; Maintain, indefinite. 29 USC 203m; Definitions. 29 USC 207g; Definitions. State of California Guidelines; Permanent.
04-03-04	Grant Agreements	Contract documents related to the receipt of a grant	City-wide	V	AFP+5*	29 CFR 97.36(i)(1); 3 years after final payment. 29 CFR 97.42(b); 3 years after final payment. 2 CFR 200.334; 3 years after final expenditure report for federal grants. 24 CFR 570.502(a)(7)(i)(a); Deeds/CDBG activities, 4 years after closure of loan. State of California Guidelines; 5 years after grant closure. *State recommends referring to grant application close-out procedures, if any.
04-03-05	Settlement Agreements		Attorney	V	AC+5	CCP 343; Statutes of limitations, general 4 years. State of California Guidelines; 5 years after termination for non-capital improvement agreements and contracts. Administrative Decision; Maintain general settlement agreements for 5 years after closure/completion to coincide with other general city agreements.
04-03-06	Irrevocable Annexation Agreements	Contracts with property owners to annex into the City at the earliest opportunity in exchange to be connected to the City's sewer system. Must be approved by LAFCO and are then recorded against the property and become binding to all future owners and assigns.	CD	V	P	GC 34090(a), Real property records, maintain. H&S 19850; Life of Building, with exceptions. 29 USC 211c; Maintain, indefinite. State of California Guidelines; Permanent.

™ UFIRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.

City of Montclair  
Records Retention Schedule and UFIRST™ Index

**EXHIBIT B**

**04-00-00 LEGAL & PROPERTY**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LOV/LOIL/OS/LOR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
<b>04-04-00</b>	<b>Property Related Records</b>					
04-04-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		<b>AR</b>	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
04-04-02	Assessment Districts	Communications related to the creation and management of Community Facilities Districts and other types of assessment districts.	ED		<b>P</b>	GC 34090(a); Permanent for land and property records. CCP 338; 3 year statute of limitations. State of California Guidelines; Permanent.
04-04-03	Assessment District Ballots & Protest Letters	Prop. 218 proceedings and election materials.	ED		<b>AC+2</b>	GC 53753; 2 years after completion for ballots. GC 53755; 2 years after completion for protests.
04-04-04	Easements, Deeds, Quitclaim Deeds & Grant Deeds		CD / ED / PW	V	<b>P</b>	GC 34090(a); Permanent for land and property related documents. 24 CFR 1710; Permanent.
04-04-05	Right of Way		PW	V	<b>P</b>	GC 34090(a); Permanent for land and property related documents. 24 CFR 1710; Permanent.
04-04-06	Vacations/Abandonments		PW	V	<b>P</b>	GC 34090(a); Permanent for land and property records. State of California Guidelines; Permanent.
04-04-07	Annexations		CD / ED	V	<b>P</b>	GC 34090(a); Permanent for land and property records. State of California Guidelines; Permanent.

™ UFIRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.

City of Montclair  
Records Retention Schedule and UFIRST™ Index

05-00-00 FINANCE

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LOV/LOI/LOSLOR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +[Number] - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
<b>05-01-00</b>	<b>General Accounting Group</b>					
05-01-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
05-01-02	Springbrook Financial Database	Started in 2008.	Finance		ACT	Transitory Record; Maintain while active or until data is transferred to a new tracking system.
05-01-03	Journal Entries	Includes year end journal entries, such as accruals.	Finance		AA+2	GC 34090: 2 years minimum. State of California Guidelines: 2 years after audit.
<b>05-02-00</b>	<b>Accounts Payable</b>					
05-02-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
05-02-02	Warrants	Includes invoices, check stubs and backup information.	Finance		AA+4	GC 34090: 2 year minimum requirement. State of California Guidelines: 4 years after audit.
05-02-03	Credit Card Statements	Currently in paper format.	Finance		AA+4	GC 34090: 2 year minimum requirement. CCP 337: 4 year statute of limitations. State of California Guidelines: 4 years after audit.
05-02-04	Trip Forms	Reimbursements for staff travel.			AA+4	GC 34090: 2 year minimum requirement. State of California Guidelines: 4 years after audit.
05-02-05	Purchase Orders	Maintained electronically as a process in Springbrook. Approvals are completed in the software.	Finance		AA+4	GC 34090: 2 year minimum requirement. CCP 337: Statute of limitations. State of California Guidelines: 4 years after audit.
05-02-06	Annual Tax Payments	Includes payments on sales and other taxes due.	Finance		AA+5	GC 34090: 2 year minimum requirement. 29 USC 436: 5 years. 26 CFR 31.6001: 4 years after tax return is filed. R&T 19530: 3 years after tax return is filed. 29 CFR 516.2-6: Maintain at least 3 years. State of California Guidelines: 4 years after audit.
05-02-07	W-9 / 1099 Reporting		Finance		AA+4	GC 34090: 2 year minimum requirement. 26 CFR 31.6001: 4 years after tax return is filed. R&T 19530: 3 years after tax return is filed. 29 CFR 516.5: Maintain at least 3 years. State of California Guidelines: 4 years after audit.
<b>05-03-00</b>	<b>Accounts Receivable</b>					
05-03-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
05-03-02	Miscellaneous Receivables	Includes receivables from false alarms, administrative citations, property damage, special police assignments, disturbance of the peace and other miscellaneous receivables.	Finance		AA+4	GC 34090: 2 year minimum requirement. CCP 337: Statute of limitations, 4 years for action. State of California Guidelines: 4 years after audit.

**City of Montclair  
Records Retention Schedule and UFIRST™ Index  
05-00-00 FINANCE**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LOV/LOI/LOS/LOR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Month (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
05-03-03	Cash Receipts	Includes cash, credit card and other miscellaneous revenue. For utility users, TOT, special revenues from measures and propositions, AQMD and other cash receipts.	Finance		AA+4	GC 34090: 2 year minimum requirement. CCP 337: Statute of limitations, 4 years for action. State of California Guidelines: 4 years after audit.
05-03-04	Bank Deposits		Finance		AA+4	GC 34090: 2 year minimum requirement. CCP 337: Statute of limitations, 4 years for action. State of California Guidelines: 4 years after audit.
05-03-05	Collections / NSF	Includes returned checks, administrative citations and other collection activities.	Finance		AA+4	GC 34090: 2 year minimum requirement. CCP 337: Statute of limitations, 4 years for action. State of California Guidelines: 4 years after audit.
05-03-06	Deposits / Trust Accounts	Includes developer deposits for permits, legal services and other trust accounts maintained by the City. Retention starts after closure of account.	Finance		AC+4	GC 34090: 2 year minimum requirement. CCP 337: Statute of limitations, 4 years for action. State of California Guidelines: 4 years after audit. Administrative Decision: Maintain trust accounts for 4 years after the account is closed. Retention starts after the account is closed.
<b>05-04-00</b>	<b>Auditing</b>					
05-04-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record: Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
05-04-02	Annual Audited Financial Statement	Includes sales, utility users, TOT and all other revenues.	Finance		P	GC 34090: 2 years minimum. State of California Guidelines: 7 years after audit. Administrative Decision: Maintain annual financial statements permanently.
05-04-03	Single Audit	For federal grants totalling over \$750,000 for the year.	Finance		P	GC 34090: 2 years minimum. State of California Guidelines: Permanent.
05-04-04	Annual Individual Audits	Includes Measure 1, gas tax (street report), and other individual audits.	Finance		P	GC 34090: 2 years minimum. State of California Guidelines: Permanent.
05-04-05	Year-End Work Papers	Electronically maintained on the Z drive.	Finance		AA+2	GC 34090: 2 years minimum. State of California Guidelines: 2 years after audit.
<b>05-05-00</b>	<b>Banking &amp; Investing</b>					
05-05-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record: Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
05-05-02	Bank Statements & Reconciliations	Also includes account analysis statements and cancelled or voided checks.	Finance		AA+5	GC 34090: 2 years minimum. 26 CFR 31.6001-1(e)(2), 4 years. State of California Guidelines: 5 years after audit.
05-05-03	Investments	Broker notices, transaction confirmations.	Finance		P	GC34090: 2 year minimum requirement. CCP 337: Statutes of limitations, 4 years for action. State of California Guidelines: Permanent.
05-05-04	Monthly Treasurer's Report to Council	Management report included in the agenda packet.	Finance		CY+2	GC 34090: 2 year minimum requirement. State of California Guidelines: 2 years for management reports.

™ UFIRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved. REV: 5/30/2024

City of Montclair  
Records Retention Schedule and UFIRST™ Index

EXHIBIT B

05-00-00 FINANCE

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOBL/OV/LOL/OSL/OR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
<b>05-06-00</b>	<b>Budgeting</b>					
05-06-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
05-06-02	Annual Budget	Includes general City budget and MHC. Workpapers and preliminary budgets leading up to the approved budget are transitory and may be destroyed after budget approval.	Finance	H, V	P	GC 34090; 2 years minimum. State of California Guidelines: 7 years after audit. Administrative Decision: Maintain annual budgets permanently for reference and historic value.
05-06-03	Budget Adjustments & Journal Entries	Also includes mid-year budget adjustments.	Finance		AA+2	GC 34090; 2 years minimum. State of California Guidelines: 2 years after audit.
<b>05-07-00</b>	<b>Business Licensing</b>					
05-07-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
05-07-02	City Business Licenses	Includes applications and initial setup documents are scanned and attached to business license accounts in Springbrook. Renewal forms are attached to cash receipts.	Finance		AT+4	GC 34090; 2 year minimum requirement. CCP 337; Statute of limitations. State of California Guidelines: 4 years after termination.
05-07-03	Permits	Includes film, dance, alarm and other temporary permits.	Finance		AC+2	GC 34090; 2 years minimum. State of California Guidelines: Current year plus 2 years for Temporary Use Permits.
<b>05-08-00</b>	<b>Debt Financing</b>					
05-08-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
05-08-02	City Bonds	Final bond documentation and agreement.	Finance		P	GC 34090; 2 years minimum. GC 43900-43903; Destruction guidelines for bonds. CCP 337.5; Statutes of limitations. FC 30210; Maintain. State of California Guidelines: Permanent for bond issues and agreements.
05-08-03	Bond Statements & Reports	Includes official trustee statements, assessments, arbitrage, annual statements, bond disclosure, bond pay-offs, bond covenance and cash/surety bonds.	Finance		AFP+10	GC 34090; 2 years minimum. GC 43900-43903; Destruction guidelines for bonds. CCP 337.5; Statutes of limitations. FC 30210; Maintain. State of California Guidelines: 10 years after closure/expiration.
<b>05-09-00</b>	<b>Financial Reporting</b>					
05-09-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.

™ UFIRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.

REV: 5/30/2024

City of Montclair  
Records Retention Schedule and UFIRST™ Index

05-00-00 FINANCE

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LOV/LOI/LOSLOR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
05-09-02	State Controllers Reports	State Controller maintains reports for 5 years.	Finance		CY+5	GC 34090: 2 years minimum. State of California Guidelines: Permanent. Administrative Decision: Maintain submitted reports for the current year plus 5 to follow the State's retention period for submitted reports.
05-09-03	Sales & Unpaid Tax Reports	Reported to the California Dept of Tax & Financial ... (CDTEA) electronically in PDF for reference. Includes sales, use and property tax analysis reporting and unpaid taxes on purchases outside of state.	Finance		AA+5	GC 34090: 2 year minimum requirement. 29 USC 436: 5 years. 26 CFR 31.6001: 4 years after tax return is filed. R&T 19530: 3 years after tax return is filed. 29 CFR 516.5: Maintain at least 3 years. State of California Guidelines: 4 years after audit.
05-09-04	Street Reports	Representative from the State helps the City prepare the report.	Finance		AA+5	GC 34090: 2 year minimum requirement. 29 USC 436: 5 years. 26 CFR 31.6001: 4 years after tax return is filed. R&T 19530: 3 years after tax return is filed. 29 CFR 516.5: Maintain at least 3 years. State of California Guidelines: 4 years after audit.
05-09-05	Quarterly Diesel & SMIP Reports	Reports sent to the State. Quarterly Diesel Report are to report diesel fuel purchased and used by the City and pay fuel taxes. SMIP Reports are the Strong Motion Instrumentation and Seismic Hazard Mapping Fees collected through the Building Department.	Finance		AA+5	GC 34090: 2 year minimum requirement. 29 USC 436: 5 years. 26 CFR 31.6001: 4 years after tax return is filed. R&T 19530: 3 years after tax return is filed. 29 CFR 516.5: Maintain at least 3 years. State of California Guidelines: 4 years after audit.
05-10-00	<b>Fixed Assets</b>					
05-10-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record: Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
05-10-02	Fixed Asset List	Includes the depreciation schedule spreadsheet. For general fixed assets, land, property, infrastructure (construction in progress, CIP) and buildings.	Finance		AA+4	GC 34090: 2 year minimum requirement. State of California Guidelines: 4 years after audit for fixed asset inventories, no specific retention for depreciation schedules.
05-10-03	Equipment Replacement List	For equipment replaced or sold.	Finance		CY+2	GC 34090: 2 years minimum.
05-11-00	<b>Grants</b>					
05-11-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record: Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.

City of Montclair  
Records Retention Schedule and UFIRST™ Index

05-00-00 FINANCE

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOBL/OV/LOIL/OSL/OR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

EXHIBIT B

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
05-11-02	Grant Applications & Agreements	Payments and spending reports for federal, state, county and school district grants. Other documents maintained with the grant administrator files.	Finance		AC+5*	29 CFR 97.36(f)(11); 3 years after final payment 29 CFR 97.42(b); 3 years after final payment 2 CFR 200.334; 3 years after final expenditure report for federal grants 24 CFR 570.502(a)(7)(i)(a); Deeds/CDBG activities; 4 years after closure of loan State of California Guidelines; 5 years after grant closure. *State recommends referring to grant application close-out procedures, if any.
05-11-03	CDBG Grant Applications & Agreements	Payments and spending reports. Other documents maintained with the grant administrator files.	Finance		AC+4*	29 CFR 97.36(f)(11); 3 years after final payment. 29 CFR 97.42(b); 3 years after final payment. 2 CFR 200.334; 3 years after final expenditure report for federal grants. 24 CFR 570.502(a)(7)(i)(a); Deeds/CDBG activities; 4 years after closure of loan. State of California Guidelines; 5 years after grant closure. *State recommends referring to grant application close-out procedures, if any.



City of Montclair  
Records Retention Schedule and UFIRST™ Index

EXHIBIT B

05-00-00 FINANCE

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LOV/LOL/OSL/OR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
05-12-00	PAYROLL					
05-12-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
05-12-02	Time Sheet Proof Lists	Time sheets maintained by some departments in paper format and signed by the employee. Information entered by departments into Springbrook and proof list printed to PDF and stored on the Z drive.	Finance		AA+6	GC 34090: 2 year minimum requirement. 29 CFR 516.2; Maintain. 29 CFR 516.6; 2 years. R&T 19530: 3 years after tax return due. R&T 19704; 6 year statute of limitations. LC 1174; 2 years after pay period. 26 CFR 31.6001-1; 4 years after tax return due. 29 USC 255(a); 2 to 3 years statute of limitations for minimum wages. State of California Guidelines: 6 years after audit.
05-12-03	Employee Payroll Files				AS+6	GC 34090: 2 year minimum requirement. LC 1174; 3 years for payroll records. LC 1197 5(d); 2 years for payroll records. 22 CCR 1085.2(c); 4 years for unemployment contributions. 29 CFR 516.2(a)(10); Maintain. 29 CFR 516.6; 2 years. LC 1174; 2 years after pay period. 29 USC 255(a); 2 to 3 years statute of limitations for minimum and unpaid wages. 29 USC 1027, 1113, 1451 (ERISA) (6 years); Benefit plans for employees. State of California Guidelines: 4 years after termination.
05-12-04	Payroll Registers	Includes payroll adjustments and the registers. Currently printed to PDF.	Finance	C	P	GC 34090: 2 years minimum. GC 12946; 4 years after termination. 29 CFR 516.2-6; 4 years after tax return filing. 29 CFR 1627; 3 years. State of California Guidelines: Permanent.
05-12-05	PERS Retirement Reports	Includes member and employer contribution reports.	Finance		P	GC 34090: 2 year minimum requirement. GC 12946; 4 years after submission or creation. 29 CFR 1627.3(b)(2) EEOC/ADFEA requires 1 year after benefit plan termination. State of California Guidelines: Permanent for PERS working documents, 4 years after termination for employee deduction reports.
05-12-06	Quarterly Payroll Returns	Includes Form 941, DE9 and other quarterly returns.	Finance		AA+6	GC 34090: 2 year minimum requirement. 29 USC 436; 5 years. 26 CFR 31.6001-1; 4 years after tax return is filed. R&T 19530: 3 years after tax return is filed. R&T 19704; 6 year statute of limitations. 29 CFR 516.2-6; Maintain at least 3 years. State of California Guidelines: 4 years after audit.

™ UFIRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved. REV: 5/30/2024



City of Montclair  
Records Retention Schedule and UFIRST™ Index

**EXHIBIT B**

**05-00-00 FINANCE**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LOV/LOL/OS/LOR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
05-12-07	W-4 / DE-4 Forms		Finance		<b>AA+6</b>	GC 34090: 2 year minimum requirement. 29 USC 436: 5 years. 26 CFR 31,600'1: 4 years after tax return is filed. R&T 19530: 3 years after tax return is filed. R&T 19704: 6 year statute of limitations. 29 CFR 516.2-6: Maintain at least 3 years. State of California Guidelines: 4 years after audit.
05-12-08	W-2s / W-2 Reporting		Finance	C	<b>AA+6</b>	GC 34090: 2 year minimum requirement. 29 USC 436: 5 years. 26 CFR 31,600'1: 4 years after tax return is filed. R&T 19530: 3 years after tax return is filed. R&T 19704: 6 year statute of limitations. 29 CFR 516.2-6: Maintain at least 3 years. State of California Guidelines: 4 years after audit.
05-12-09	Deferred Compensation	Records of distributions paid by employee and the City.			<b>P</b>	29 CFR 1627.3 - 4: 3 years after termination. 29 CFR 1602.30 - 32: 2 - 3 years after termination. 29 CFR 1650.202: '10 years from date of action for tax payments. 29 CFR 516.5 - 6: 3 years after action. 29 USC 1113: 6 years after date of last action. GC 12946: 4 years after termination or action. State of California Guidelines: Termination plus 5 years. Administrative Decision: Maintain deferred compensation reports permanently since all employees are listed in the report.
05-12-10	Garnishments / Withholding Orders	Includes active garnishments, child support, IRS liens, FTB liens, vehicle registration liens, etc. Letter closing the garnishment or withholding are kept in the employee payroll file.	Finance	C	<b>AA+6</b>	GC 34090: 2 year minimum requirement. 29 USC 436: 5 years. 26 CFR 31,600'1: 4 years after tax return is filed. R&T 19530: 3 years after tax return is filed. R&T 19704: 6 year statute of limitations. 29 CFR 516.2-6: Maintain at least 3 years. State of California Guidelines: 4 years after audit.
05-12-11	Actuarial Reports	Supplied by PERS for rate changes. Includes pension PERS and OPEB actuarial reports. Maintained in PDF.	Finance		<b>CY+5</b>	GC 34090: 2 year minimum requirement. State of California Guideline: 5 years after completed.
<b>05-13-00</b>	<b>Successor Agency</b>					
05-13-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		<b>AR</b>	Administrative Record: Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
05-13-02	ROPS	Includes reports to the State Controller along with the ROPS.	Finance		<b>P</b>	GC 34090: 2 years minimum. GC 53901: Budgets copy must be filed with the County. State of California Guidelines: Permanent. Permanent refers to one final copy of the approved budget.

™ UFIRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.

**City of Montclair  
Records Retention Schedule and UFIRST™ Index  
05-00-00 FINANCE**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LOI/OIL/OSI/LOR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +[Number] - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
05-13-03	Long Range Property Management Plan	Fiscal Year budget-to-actual report sent to the county, who then sends it to the State Controller's Office. Required reporting.	Finance		P	GC 34090: 2 years minimum. State of California Guidelines: Permanent.
05-13-04	RP/PTF Payment	Records of all properties owned by the RDA being sold off from the City.	Finance		AA+4	GC 34090: 2 year minimum requirement. CCP 337: Statute of limitations, 4 years for action. State of California Guidelines: 4 years after audit.
05-13-05	Successor Agency / RDA Bonds	Payments received from ROPS to pay off obligations.	Finance		P	GC 34090: 2 years minimum. GC 43900-43903: Destruction guidelines for bonds. CCP 337.5: Statutes of limitations. FC 30210: Maintain. State of California Guidelines: Permanent for bond issues.
05-13-06	Bond Statements & Reports	Final bond documentation. Includes official statements, arbitrage, annual statements, bond disclosure, bond pay-offs, bond covenance and cash/surety bonds.	Finance		AC+10	GC 34090: 2 years minimum. GC 43900-43903: Destruction guidelines for bonds. CCP 337.5: Statutes of limitations. FC 30210: Maintain. State of California Guidelines: 10 years after closure/expiration.
05-14-00	<b>Utilities</b>					
05-14-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	Citywide		AR	Administrative Record: Review annually for relevance to current subject matter or projects. Inclusion in an associated record series, or creation of a new record series.
05-14-02	Sewer & Trash Rate Planning	Includes Prop 218 rate assessment planning and associated protest letters.	Finance		AC+2	GC 34090: 2 year minimum requirement. GC 53753: 2 years after completion for ballots. GC 53755: 2 years after completion for protests. State of California Guidelines: 2 years after completion for general studies and surveys.
05-14-03	Utility Billing	For sewer and trash. Includes payments and stubs.	Finance		AA+4	GC 34090: 2 years minimum. State of California Guidelines: 4 years after audit.
05-14-04	Meter Readings	Received from Monte Vista Water District.			AC+2	GC 34090: 2 years minimum. State of California Guidelines: 2 years after completion for utility connections.
05-14-05	Liens / Assessments	Also includes proof of mailing or service informing customer of potential lien. If lien is not paid, the City assess property taxes. Liens are processed 6 times per year. Assessments processed annually. If the customer pays the proposed lien before the stated due date the lien is not placed on the property and a lien document is not created.	Finance		AC+2	GC 34090: 2 year minimum requirement. State of California Guidelines: Closure of the lien plus 2 years.
05-14-06	Customer Accounts	Includes connects and disconnects for sewer and trash. Scanned to Springbrook and also kept in PDF on the Z drive.	Finance		AT+4	GC 34090: 2 year minimum requirement. CCP 337: 4 year statute of limitations. State of California Guidelines: 4 years after audit. Administrative Decision: Keep customer maintenance files for 4 years after customer account is closed to satisfy retention for invoices paid by the customer.

™ UFIRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.

**City of Montclair  
Records Retention Schedule and UFIRST™ Index  
06-00-00 PERSONNEL**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOBL/OV/LOIL/OSL/OR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
<b>06-01-00</b>	<b>CalPERS</b>					
06-01-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		<b>AR</b>	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
06-01-02	Plan Contracts & Plan Amendments	Supplied by CalPERS for rate changes. Accessible electronically on the myCalPERS website.	Personnel		<b>P</b>	GC 34090: 2 year minimum requirement. GC 12946: 4 years after submission or creation. 29 CFR 1627.3(b)(2) EEOC/ADEA requires 1 year after benefit plan termination. State of California Guidelines: Permanent for CalPERS documents.
06-01-03	Rate Changes	Supplied by PERS for rate changes. Accessible electronically on the myCalPERS website.	Personnel		<b>P</b>	GC 34090: 2 year minimum requirement. GC 12946: 4 years after submission or creation. 29 CFR 1627.3(b)(2) EEOC/ADEA requires 1 year after benefit plan termination. State of California Guidelines: Permanent for CalPERS documents.
06-01-04	Communications	Communications regarding individuals and potential issues with retirement.	Personnel		<b>CV+2</b>	GC 34090: 2 year minimum requirement. State of California Guidelines: Administrative Record.
06-01-05	CalPERS Enrollment Forms	Employees being enrolled into CalPERS.	Personnel		<b>P</b>	GC 34090: 2 year minimum requirement. GC 12946: 4 years after submission or creation. 29 CFR 1627.3(b)(2) EEOC/ADEA requires 1 year after benefit plan termination. State of California Guidelines: Permanent for CalPERS documents.
06-01-06	Industrial Disability/Retirements	CalPERS IDR form from applicant including supporting documentation, and Letter of Determination from City Manager.	Personnel		<b>P</b>	GC 12946: 4 years after submission or creation. 8 CCR 15400: Maintain reports. 8 CCR 15400.2: 5 years. 8 CCR 10102: 5 years. LC 129(a): 5 years for auditing. State of California Guidelines: Permanent for workers compensation working files (claim files, reports, incidents). Originals filed with third party administrator. Permanent for CalPERS documents.
<b>06-02-00</b>	<b>Employee Files</b>					
06-02-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		<b>AR</b>	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
06-02-02	Personnel Files	FT, PT, temporary, council and commissioners. Includes Personnel Action Forms, applications, training certificates, educational incentive programs & tuition reimbursement, performance evaluations, disciplinary actions, employment contracts / agreements (not including union negotiations and resulting contracts/agreements), FMLA/CFRA/PDL letters and miscellaneous communications.	Personnel	C, V	<b>AS+6</b>	29 CFR 1627.3 - 4: 3 years after termination. 29 CFR 1602.30 - 32: 2 - 3 years after termination. 29 CFR 516.5 - 6: 3 years after action. 29 USC 1113: 6 years after date of last action. 2 CCR 26: 5 years for various employment records. GC 12946: 4 years after termination or action. State of California Guidelines: 3 years after termination.

™ UFIRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.

**City of Montclair  
Records Retention Schedule and UFIRST™ Index  
06-00-00 PERSONNEL**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOBL/OVI/OIL/OSL/OR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
06-02-03	Employee Medical Files	FMLA, exposure, doctor's notes, fingerprints, pre-employment physicals and other medical information.	Personnel	C, V	<b>AS+30</b>	8 CCR 15400; Maintain reports. LC 90 - 139.6; 5 years for auditing. LC 6410; OSHA, maintain. 29 CFR 1627.3(b)(1); 1 year from action. 29 CFR 1910.1020; 30 years after employee termination. State of California Guidelines: 30 after completion/closure.
06-02-04	I-9 Forms		Personnel		<b>T+4</b>	GC 12946; 4 years after completion/position filled. GC 7920.000; Public Records Act, release of confidential information. 29 CFR 1602.14; 1 year after position filled. 29 CFR 1607; Maintain. 29 CFR 1627.3(b)(1); 1 year from action. 29 USC 211c; Maintain, no retention period stated. USCIS Form I-9; Maintain for 3 years after completion or 1 year after employment is terminated, whichever is longer.
06-02-05	Background Check Files - Hired Employees	Includes DOJ fingerprinting and other background checks for hired candidates.	Personnel			GC 34090; 2 year minimum requirement. PC 832.5; 5 years for officer complaints. 2 CCR 26; 5 years for oaths of office. State of California Guidelines: 3 years after termination/separation for hired general employees, Permanent for hired Safety Personnel; 2 years after position closes for Safety Personnel not hired.
06-02-06	Personnel Cards	Hired non-safety employees: Hired safety employees: Employee history (position titles, hire dates, promotions, terminations, etc.) maintained on index cards for employees prior to 2008, cards kept in vault. Older position data/history (prior to 2008) not entered into Springbrook.	Personnel		<b>AS+5</b> <b>P</b> <b>100Y</b>	29 CFR 1627.3 - 4; 3 years after termination. 29 CFR 1602.30 - 32; 2 - 3 years after termination. 29 CFR 516.5 - 6; 3 years after action. 29 USC 1113; 6 years after date of last action. GC 12946; 4 years after termination or action. State of California Guidelines: 3 years after termination. Administrative Decision: Maintain cards for the life of the employee. Physical cards not used since 2008. Series will expire after destruction of the cards is completed.
<b>06-03-00</b>	<b>Employee Management</b>					
06-03-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		<b>AR</b>	Administrative Record: Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
06-03-02	Administrative Policies	Policies applicable citywide for internal employee conduct and city operations.	Personnel		<b>S+5</b>	GC 34090; 2 year minimum requirement. CCP 343; 4 years to commence action. 2 CCR 26; 5 years for oaths of office. Administrative Record, State of California Guidelines recommends retaining for 5 years after superseded.

**City of Montclair  
Records Retention Schedule and UFIRST™ Index  
06-00-00 PERSONNEL**

**EXHIBIT B**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LOV/LOI/LOSLOR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
06-03-03	Class Specifications	Job descriptions for each position, updated periodically with Personnel Committee approval.	Personnel	C	P	GC 34090: 2 year minimum requirement. 2 CCR 26: 5 years for various employment records. Administrative Decision: Maintain job description permanently to support potential workers compensation claims.
06-03-04	Salary Surveys	Those not performed in conjunction with negotiations.	Personnel		CY+5	GC 34090: 2 year minimum requirement. GC 12946: 4 years after completion/position filled. 29 CFR 516.6(2): 2 years for wage rate tables, etc. 2 CCR 570.5: 5 years for pay schedules and special compensation records. 2 CCR 26: 5 years for various employment records. 29 CFR 1602.14: 1 year after action/change. State of California Guidelines: Retain records for the current year they are drafted, plus two additional years.
06-03-05	Salary Schedules	List of all current active positions and salary ranges. Periodically updated. Effective dates for changes noted in the footer of each schedule.	Personnel		CY+5	GC 34090: 2 year minimum requirement. GC 12946: 4 years after completion/position filled. 29 CFR 516.6(2): 2 years for wage rate tables, etc. 2 CCR 570.5: 5 years for pay schedules and special compensation records. 2 CCR 26: 5 years for various employment records. 29 CFR 1602.14: 1 year after action/change. State of California Guidelines: Retain records for the current year they are drafted, plus two additional years.
06-03-06	Employee Complaints	Including harassment complaints.	Personnel			GC 34090: 2 year minimum requirement. GC 12946: 4 years after completion. 29 CFR 1602.14: 1 year after action/change. 29 USC 211c: Maintain, Indefinite. 29 USC 203m: Definitions. 29 USC 207g: Definitions. State of California Guidelines: 2 years after termination for general employees, 5 years after termination for safety employees.
06-03-07	COBRA Notices	Non-sworn employees:	Personnel		AS+4	
		Sworn employees:	Personnel		AS+5	
		Notices sent to former employees that they are eligible for COBRA. Includes elected and declined/no response to notices.	Personnel		CY+4	GC 34090: 2 year minimum requirement. 29 CFR 1627.3-.4: 3 years after termination. 29 CFR 1602.30 - 32: 2 - 3 years after termination. 29 CFR 516.5 - 6: 3 years after action. 29 USC 1113: 6 years after date of last action. State of California Guidelines: 4 years after completion/closure for denied benefit plan enrollment, permanent for benefit plan claims.
06-03-08	Employee Benefits Information	Includes the benefits guide and plan documents given to employees for medical, dental, vision, flexible benefits, short & long term disability, life insurance, deferred compensation, employee assistance program and other benefit plans.	Personnel		S+4	GC 34090: 2 year minimum requirement. GC 12946: 4 years after submission or creation. 29 CFR 1627.3(b)(2) EEOC/ADEA requires 1 year after benefit plan termination. State of California Guidelines: 2 years after action.

™ UFIRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.

City of Montclair  
Records Retention Schedule and UFIRST™ Index

EXHIBIT B

06-00-00 PERSONNEL

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOBL/OV/LI/OI/SI/LOR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +[Number] - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
06-03-09	Employee Benefit Reports	Monthly insurance change lists, monthly insurance report, and monthly recaps. Reports used to verify providers are billing the City the correct amounts.	Personnel		AA+4	GC 34090: 2 year minimum requirement. CCP 337; Statute of limitations, 4 years for action. State of California Guidelines: 4 years after audit. Administrative Decision: Maintain benefit reports to support Accounts Payable retention in Finance.
06-03-10	Benefit Plan Negotiations	Communications and information from the City's insurance broker regarding upcoming benefit renewals.	Personnel		CY+4	GC 34090: 2 year minimum requirement. GC 12946: 4 years after submission or creation. 29 CFR 1627.3(b)(2) EEOC/ADEA requires 1 year after benefit plan termination.
06-03-11	Retiree Insurance	Ledgers/payment log and reimbursements. Finance maintains a record of the payments.	Personnel		AT+6	State of California Guidelines: 2 years after action. 29 CFR 1627.3 - 4: 3 years after termination. 29 CFR 1602.30 - 32: 2 - 3 years after termination. 29 CFR 516.5 - 6: 3 years after action. 29 USC 1113: 6 years after date of last action. GC 12946: 4 years after termination or action. State of California Guidelines: 3 years after termination. Administrative Decision: Maintain retiree files for 6 years after termination of benefits.
06-03-12	Monthly Disability Payment Reports	Monthly report on disability payments to employees. Received from insurance provider.	Personnel		CY+6	GC 34090: 2 year minimum requirement. 29 USC 436: 5 years. 26 CFR 31.6001: 4 years after tax return is filed. R&T 19530: 3 years after tax return is filed. R&T 19704: 6 year statute of limitations. 29 CFR 516.2-6: Maintain at least 3 years. State of California Guidelines: 4 years after audit.
06-03-13	Completed Employee Benefit Forms	Benefit election / enrollment forms (except CalPERS).	Personnel			GC 34090: 2 year minimum requirement. GC 12946: 4 years after submission or creation. 29 CFR 1627.3(b)(2) EEOC/ADEA requires 1 year after benefit plan termination.
		Approved enrollments:			T+6	State of California Guidelines: Permanent for benefit plan claims, 4 years after completion for denied benefit enrollments.
		Denied enrollments:			AC+4	Administrative Decision: Retention period is 6 years after termination of enrollment in benefit plan.
06-03-14	Beneficiary Forms	Life insurance and deferred compensation.	Personnel		S+4	GC 34090: 2 year minimum requirement. GC 12946: 4 years after submission or creation. 29 CFR 1627.3(b)(2) EEOC/ADEA requires 1 year after benefit plan termination.
06-03-15	Benefit Plan Claims	Long term disability, limited term disability and life insurance claim forms and documentation.	Personnel		P	State of California Guidelines: 2 years after action. GC 34090: 2 year minimum requirement. GC 12946: 4 years after submission or creation. 29 CFR 1627.3(b)(2) EEOC/ADEA requires 1 year after benefit plan termination. State of California Guidelines: Permanent for benefit plan claims.





City of Montclair  
Records Retention Schedule and UFIRST™ Index

06-00-00 PERSONNEL

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LOV/LOI/LOSLOR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
06-04-06	Interest Arbitrations Award	Awards and compensation given to persons based on settled complaints.	Personnel		P	29 USC 211c; Maintain, indefinite. 29 USC 203m; Definitions. 29 USC 207g; Definitions. State of California Guidelines; Permanent.
06-04-07	Appeals	Appeals based on grievances, disciplinary actions or other labor relations issues.	Personnel		AS+5	GC 12946; Until resolved. 29 CFR 1602.14; 1 year after action/change. State of California Guidelines; 2 years after termination for general employees, 5 years after termination for safety employees.
06-04-08	Layoffs	Documents tracking the classifications and employee termination information.  Miscellaneous Employees:  Public Safety Employees:	Personnel		AS+4  AS+5	GC 12946; 4 years after completion. 29 CFR 1602.14; 1 year after action/change. State of California Guidelines; 2 years after termination for general employees, 5 years after termination for safety employees for grievances. Administrative Decision: Maintain layoffs to match retention for grievances to support potential actions.
06-05-00	<b>Personnel Committee</b>					
06-05-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects. Inclusion in an associated record series, or creation of a new record series.
06-05-02	Agendas		Personnel		CY+2	GC 34090; 2 year minimum requirement. State of California Guidelines; Maintain for the Current Year plus 2 years.
06-05-03	Minutes		Personnel	V, H	P	GC 34090(e); Minutes of governing bodies; Permanent. GC 36814; Maintain record of proceedings. GC 40801; Maintain record of proceedings. State of California Guidelines; Permanent.
06-06-00	<b>Recruitments</b>					
06-06-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects. Inclusion in an associated record series, or creation of a new record series.
06-06-02	Recruitment Files	Includes job descriptions and flyers, applications, practical test and assessment centers, oral board, rejection letters and eligibility lists. Most documents managed in NEOGOV.	Personnel		AC+4	GC 12946; 4 years after completion/position filled. 29 CFR 1602.14; 1 year after position filled. 29 CFR 1627.3; 1 year after position filled. State of California Guidelines; 3 years after completion/position filled.
06-06-03	Background Check Files - Disqualified Candidates	Includes DOJ fingerprinting and other background checks for non-hired candidates. Provided by an outside service and retained electronically for maintenance.	Personnel	C	AC+2	GC 34090; 2 year minimum requirement. PC 832.5; 5 years for officer complaints. State of California Guidelines; 3 years after termination/separation for hired general employees. Permanent for hired Safety Personnel; 2 years after position closes for Safety Personnel not hired.

™ UFIRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.



**City of Montclair**  
**Records Retention Schedule and UFIRST™ Index**  
**06-00-00 PERSONNEL**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LOV/LOIL/OSL/OR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
06-07-00	<b>Risk Management</b>					
06-07-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects. Inclusion in an associated record series, or creation of a new record series.
06-07-02	Correspondence & Reports	General information and correspondence with the California Insurance Pool Authority (CIPA) and the City's Third Party Administrator. Does not include liability loss reports.	Personnel		CY+2, AR	GC 34090; 2 year minimum requirement. State of California Guidelines; Administrative Record.
06-07-03	Claims Against the City	Filed by members of the public.	Clerk / Personnel		AC+6	GC 34090; 2 year minimum requirement. 29 USC 1113; 6 years after date of last action, or 3 years after plaintiff had knowledge of breach or violation, whichever comes first. State of California Guideline: 5 years after settlement or closure.
06-07-04	Recovery Claims	Claims made by the City for damage to City property by another person or entity. May include subrogation by insurance carriers.	Personnel		AC+6	GC 34090; 2 year minimum requirement. 29 USC 1113; 6 years after date of last action, or 3 years after plaintiff had knowledge of breach or violation, whichever comes first. State of California Guideline: 5 years after settlement or closure.
06-07-05	Incident Reports	Supervisor's Report of Accident or Injury. Reports submitted by the associated department.	Personnel		AC+7	GC 34090; 2 year minimum requirement. 42 USC 1963; Definitions. 29 CFR 1904.2-7; OSHA recordkeeping. GC 25105.5; 5 years after closure/completion. 29 USC 1113; 6 years after date of last action, or 3 years after plaintiff had knowledge of breach or violation, whichever comes first. GC 910 - 913; 6 months to 1 year after event occurs. State of California Guideline: 7 years after settlement or closure.
06-07-06	Liability Loss Reports		Personnel		CY+5	GC 34090; 2 year minimum requirement. 29 CFR 1904.33; maintain OSHA reports for 5 years from the end of the calendar year they relate to. 8 CCR 10102; whichever is longer of the following: 5 years from date of injury; 1 year from date compensation was last provided; upon payment of all compensation due; when audit findings are final. State of California Guideline: 5 years after completed.
06-07-07	General City Insurance Policies	Includes facilities, auto and other general insurance policies.	Personnel		P	GC 34090; 2 year minimum requirement. State of California Guidelines; Permanent for liability and property insurance.
06-07-08	Use of City Facilities by Other Parties	Forms, waivers, and certificates of insurance related to City facility or property use by other agencies. Used for non-profit organizations. No fees charged for use.	Personnel		AC+4	CCP 337(2) & (3); Statutes of limitations of 4 years. CCP 343; Statutes of limitations of 4 years.

™ UFIRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.

City of Montclair  
Records Retention Schedule and UFIRST™ Index

**EXHIBIT B**

**06-00-00 PERSONNEL**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOBL/OV/LI/LI/O/S/L/O/R - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
06-07-09	Certificates of Liability Insurance	Not related to a project, grant or agreement.	Personnel		P	GC 34090: 2 year minimum requirement. State of California Guidelines: Permanent for liability and property insurance.
06-07-10	Employee Fidelity Bonds	Records related to bonds required for City Clerk and City Treasurer by GC36518 and ORD 56-2.	Personnel		AS+2	GC 34090: 2 year minimum requirement. State of California Guidelines: 2 years after separation for personnel fidelity bonds.
<b>06-08-00 Safety Committee</b>						
06-08-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	Citywide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
06-08-02	Agenda Packets		Personnel		CY+2	GC 34090: 2 year minimum requirement. State of California Guidelines: Maintain for the Current Year plus 2 years.
06-08-03	Minutes		Personnel	V, H	P	GC 34090(e): Minutes of governing bodies, Permanent. GC 36814; Maintain record of proceedings. GC 40801; Maintain record of proceedings. State of California Guidelines: Permanent.
06-08-04	Appointments	Listing for Terms of Office, posted member list, and appointment memos.	Personnel		P	GC 34090: 2 year minimum requirement. Administrative Record, State of California Guidelines. Administrative Decision; Maintain rosters permanently for historical tracking of appointments.
06-08-05	Communications	Communications to and among Committee Members regarding Committee business.	Personnel		CY+2	GC 34090: 2 year minimum requirement. State of California Guidelines; Administrative Record.
<b>06-09-00 Safety &amp; Training</b>						
06-09-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
06-09-02	Injury & Illness Prevention Plan	Workers compensation procedures and general safety information. Includes Workplace Violence Prevention Plan information for employees.	Personnel		S+5	GC 34090: 2 year minimum requirement. 8 CCR 3204; 1 year for IIPP training records. State of California Guideline: 5 years after superseded or expired.
06-09-03	Employee Training Programs	Sign-in sheets, handouts and other program information for employee safety trainings.	Personnel		CY+7	GC 34090: 2 year minimum requirement. 29 CFR 1627.3(b); 1 year for training records. GC 12946; 4 years after termination. GC 7920.000; PRA, confidential record status. State of California Guidelines; Current year plus 7 years for non-safety training records. Current year plus 2 years for certificates and designations training.

**City of Montclair  
Records Retention Schedule and UFIRST™ Index**

**06-00-00 PERSONNEL**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOBL/OVI/OIL/OSL/OR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
06-09-04	Random Drug Puls - DOT	All filed physically by year completed. Records of inspection, maintenance, and calibration of Evidential Breath Testing devices. Records of negative and cancelled drug test results and alcohol test results with a concentration of less than 0.02. Records of alcohol test results indicating an alcohol concentration of 0.02 or greater; records of verified positive drug test results; documentation of refusals to take required alcohol and/or drug tests (including substituted or adulterated drug test results); SAP reports; and all follow-up tests and schedules for follow-up tests.	Personnel Personnel Personnel	C C C	CY+5 CY+1 CY+5	49 CFR 40.333; 1 to 5 years depending upon document type. All documents must be maintained in a secured area.
06-09-05	DMV Pull Notice Program	Records for staff enrolled in program (those who are licensed to operate City equipment and can drive City vehicles for work).	Personnel	C	S	VC 1808.1; must pull record at least every 12 months.
06-09-06	Occupational Safety and Health Administration	OSHA notices, communications, inspections, and citations, incident logs, and incident investigations. Includes WWP related records.	Personnel		CY+5	GC 34090; 2 year minimum requirement. 29 CFR 1904.33; 5 years for OSHA reports. 8 CFR 14300.33; 5 years for OSHA 300 reports. 8 CFR 10102.5; years from date of injury. State of California Guideline: 5 years after completed. Administrative Decision; Maintain OSHA communications, inspections and citations for the Current Year plus 5 years to match retention for OSHA reports.
<b>06-10-00 Workers Compensation</b>						
06-10-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
06-10-02	Workers Compensation Claims	Includes doctors notes, copies of information and correspondence from the TPA on the employee claim.	Personnel	C	P	8 CCR 15400; Maintain reports. 8 CCR 15400.2; 5 years. 8 CCR 10102; 5 years. LC 129(a); 5 years for auditing. State of California Guidelines: Permanent for workers compensation working files (claim files, reports, incidents). Originals filed with third party administrator.
06-10-03	Subrogation	Subrogation records related to WC claims, administered by AdminSure.	Personnel		P	8 CCR 15400; Maintain reports. 8 CCR 15400.2; 5 years. 8 CCR 10102; 5 years. LC 129(a); 5 years for auditing. State of California Guidelines: Permanent for workers compensation working files (claim files, reports, incidents). Originals filed with third party administrator.

City of Montclair  
Records Retention Schedule and UFIRST™ Index

06-00-00 PERSONNEL

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOBL/OV/LOIL/OSL/OR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

**EXHIBIT B**

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
06-10-04	Workers Compensation Loss Run Reports	Monthly reports from the TPA.	Personnel		CY+5	8 CCR 15400.1; Maintain reports. 8 CCR 15400.2; 5 years. 8 CCR 10102; 5 years. LC 129(a); 5 years for auditing. State of California Guidelines; State recommends Permanent retention, but no relevant statutes; Risk Management Reports (including Loss Analysis Reports) are 5 years after completion/closure.
06-10-05	OSHA logs	OSHA Logs 200, 300, 301, and 301(a).	Personnel		CY+5	GC 34090; 2 year minimum requirement. 29 CFR 1904.33; 5 years for OSHA reports. 8 CCR 14300.33; 5 years for OSHA 300 reports. 8 CCR 10102; 5 years from date of injury. State of California Guideline: 5 years after completed.

**City of Montclair  
Records Retention Schedule and UFIRST™ Index  
07-00-00 COMMUNITY DEVELOPMENT**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOBL/OV/OIL/OSS/LOR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
<b>07-01-00</b>	<b>Community Development Administration</b>					
07-01-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
07-01-02	GoGov	Building permit GIS identification system.	IT		ACT	Transitory Record; Maintain while active or until data is transferred to a new tracking system.
<b>07-02-00</b>	<b>Current Planning</b>					
07-02-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
07-02-02	Permits & Applications - Land Use & Real Property Related	Includes parcel and tract maps, development reviews and agreements, zoning map amendments, conditional use permits, precise plans of design, variances, use permits, zone changes, affidavits of acceptance and other real property related permits and applications.	Planning		P	GC 34090(a); Real property records, maintain permanently; GC 4003, 4004; Maintain costs, records and plans H&S 19850; Building plans - Life of Building, with exceptions. State of California Guidelines: Permanent.
07-02-03	Permits & Applications - Temporary Use	Includes banners and temporary signs, alcohol, pumpkin / tree lots and other temporary use permits.	Planning		AC+2	GC 34090; 2 years minimum. State of California Guidelines: Current year plus 2 years for Temporary Use Permits.
07-02-04	Zoning Verification Letters		Planning		CY+2	GC 34090; 2 year minimum requirement.
<b>07-03-00</b>	<b>Advanced Planning</b>					
07-03-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
07-03-02	General Plan & Amendments	Includes elements.	Planning		P	GC 34090(a); Real property records, maintain permanently; State of California Guidelines: Permanent.
07-03-03	Housing Element Annual Planning Report	State required report to be in compliance with the City's housing element.	Planning		P	GC 34090(a); Real property records, maintain permanently; State of California Guidelines: Permanent.
07-03-04	Specific Plans	Includes specific plans, reclamation plans, active transportation plans and other plans and associated amendments.	Planning		P	GC 34090(a); Real property records, maintain permanently; GC 4003, 4004; Maintain costs, records and plans H&S 19850; Building plans - Life of Building, with exceptions. State of California Guidelines: Permanent.
07-03-05	Zoning Code Amendments	Not covered by a specific plan or project related.	Planning		P	GC 34090(a); Real property records, maintain permanently; State of California Guidelines: Permanent.

™ UFIRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.

**City of Montclair  
Records Retention Schedule and UFIRST™ Index  
07-00-00 COMMUNITY DEVELOPMENT**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LI/OV/LI/LI/O/SI/LOR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
<b>07-04-00</b>	<b>Building &amp; Safety</b>					
07-04-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		<b>AR</b>	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
07-04-02	Building Plan Reviews - Expired / Withdrawn	Includes plan checks for potential projects, 365 days from the submittal date.	Building		<b>CY+2</b>	GC 34090; 2 year minimum requirement.
07-04-03	Building Permits - Approved	Includes structural calculations, soils reports, land surveys, pad elevations, special inspection reports, Plan Check Comments / Responses, Request for Waiver for Accessibility Requirements, Inspection Reports, Deed Restrictions, notice of violations and other documents for building projects.	Building		<b>P</b>	H&S 19850; Building plans - Life of Building, with exceptions. CC 1351; definitions, community property. State of California Guidelines; Permanent including commercial plans.
07-04-04	Building Permits - Expired	Includes structural calculations, soils reports, land surveys, pad elevations, special inspection reports, Plan Check Comments / Responses, Request for Waiver for Accessibility Requirements, Inspection Reports, Deed Restrictions, notice of violations and other documents for building projects.	Building		<b>AE+2</b>	GC 34090; 2 year minimum requirement.
07-04-05	Certificates of Occupancy		Building		<b>LOB</b>	GC 34090(a); Real property records, maintain permanently. State of California Guidelines; Life of business.
<b>07-05-00</b>	<b>Code Enforcement Records</b>					
07-05-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		<b>AR</b>	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
07-05-02	Code Violations	Includes notices to abate, public nuisance letters, citations, notices of correction, liens, administrative appeals and other code enforcement information.	Code Enf.		<b>AC+2</b>	GC 34090; 2 year minimum requirement. State of California Guidelines; 2 years after correction/completion.
07-05-03	Administrative Citations	Fine related violations that can go to liens if not corrected.	Code Enf.		<b>AC+2</b>	GC 34090; 2 year minimum requirement State of California Guidelines; 2 years after correction/completion.
<b>07-06-00</b>	<b>Fire Services</b>					
07-06-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		<b>AR</b>	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
07-06-02	Weed Abatement	Includes notices to abate, citations, notices of correction, administrative appeals and weed abatement case information.	Code Enf.		<b>AC+2</b>	GC 34090; 2 year minimum requirement. State of California Guidelines; 2 years after correction/completion.
07-06-03	Fire Permits	Includes Christmas tree lots, firework shows, temporary tents and other temporary use permits related for Fire. May include plans for seating, tents and other event materials.	CD		<b>AC+2</b>	GC 34090; 2 year minimum requirement. State of California Guidelines; Current Year plus 2 years for maintenance projects, and for temporary use permits.

™ UFIRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.

City of Montclair  
Records Retention Schedule and UFIRST™ Index

**EXHIBIT B**

**07-00-00 COMMUNITY DEVELOPMENT**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LOV/LOI/LOSLOR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +[Number] - Plus Years (Y), Month (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
07-06-04	Plan Reviews	Includes plan checks for new construction or improvements to fire-related systems, such as sprinklers, fire alarms, underground sprinkler work, etc. Fire Prevention maintains the plans after approval. Permit issued on approval, which is good for 1 year. Renewed only if construction is not completed. Continuing business is then handled under Business License Inspections. Located in the Individual Street Files.	CD / Planning		<b>AE+5</b>	IFC 104.6; Retain for 5 years after renewal/expiration of fire permit. State of California Guidelines: 3 years after completion of inspection.
07-06-05	Property Inspections		Building / Code Ent.		<b>AC+5</b>	IFC 104.6; Retain for 5 years after renewal/expiration of fire permit. State of California Guidelines: 3 years after completion of inspection.
07-06-06	Annual Inspections	Includes inspection documents for schools, hotels & motels, multi-family, apartments, vegetation / brush inspections and other types of business as required by law and/or fire code.	Building / Code Ent.		<b>AC+5</b>	IFC 104.6; Retain for 5 years after renewal/expiration of fire permit. State of California Guidelines: 3 years after completion of inspection.
<b>07-07-00</b>	<b>CDBG &amp; Homeless Services</b>					
07-07-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		<b>AR</b>	Administrative Record; Review annually for relevance to current subject matter or projects; inclusion in an associated record series, or creation of a new record series.
07-07-02	Construction Projects	Grant program. Construction projects funded by CDBG grants.	CD		<b>AFP+5</b>	29 CFR 97.36(i)(11); 3 years after final payment. 29 CFR 97.42(b); 3 years after final payment. 24 CFR 570.502(a)(7)(i)(a); Deeds/CDBG activities; 4 years after closure of loan. State of California Guidelines: 4 years after grant closure. San Bernardino County: 5 years after final reporting per the Delegate Agency Agreement.
07-07-03	Public Benefit Projects	Graffiti and senior transportation funded by CDBG grants.	CD		<b>AFP+5</b>	29 CFR 97.36(i)(11); 3 years after final payment. 29 CFR 97.42(b); 3 years after final payment. 24 CFR 570.502(a)(7)(i)(a); Deeds/CDBG activities; 4 years after closure of loan. State of California Guidelines: 4 years after grant closure. San Bernardino County: 5 years after final reporting per the Delegate Agency Agreement.
07-07-04	Homeless Outreach & Contact Sheets	Information entered into the County's database. Includes personal information and signatures.	Code Ent.	C	<b>CY+2</b>	GC 34090; 2 year minimum requirement.

™ UFIRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.



City of Montclair  
Records Retention Schedule and UFRST™ Index

07-00-00 COMMUNITY DEVELOPMENT

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOBL/OL/LOL/OSL/OR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +[Number] - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

EXHIBIT B

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
07-07-05	CDBG Annual Fund Reports	County required report.	CD		<b>AFP+5</b>	29 CFR 97.36(f)(11); 3 years after final payment. 29 CFR 97.42(b); 3 years after final payment. 24 CFR 570.502(a)(7)(i)(a); Deeds/CDBG activities, 4 years after closure of loan. State of California Guidelines: 4 years after grant closure. San Bernardino County: 5 years after final reporting per the Delegate Agency Agreement.
<b>07-08-00</b>	<b>Planning Commission</b>					
07-08-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		<b>AR</b>	Administrative Record: Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
07-08-02	Agendas & Agenda Packets		CD		<b>CY+2</b>	GC 34090; 2 year minimum requirement. State of California Guidelines: Maintain for the Current Year plus 2 years.
07-08-03	Minutes		CD	V, H	<b>P</b>	GC 34090(e); Minutes of governing bodies, Permanent. GC 36814; Maintain record of proceedings. GC 40801; Maintain record of proceedings. State of California Guidelines: Permanent.
07-08-04	Resolutions		CD	V, H	<b>P</b>	GC 34090(e); Permanent for decisions of the City. GC 40801; Maintain record of proceedings. State of California Guidelines: Permanent.
07-08-05	Meeting Audio/Video Recordings		CD		<b>30 Days</b>	GC 54953.5; 30 days after recording. Administrative Decision: 30 days after minutes of recorded meeting are approved.
07-08-06	Administrative Appeals		CD		<b>P</b>	GC 34090(a); Real property records, maintain permanently. GC 4003, 4004; Maintain costs, records and plans H&S 19850; Building plans - Life of Building, with exceptions. State of California Guidelines: Permanent.



City of Montclair  
Records Retention Schedule and UFIRST™ Index

**EXHIBIT B**

**08-00-00 PUBLIC WORKS ENGINEERING**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LOV/LOI/LOSLOR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +[Number] - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
<b>08-01-00</b>	<b>Engineering Administration</b>					
08-01-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		<b>AR</b>	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
08-01-02	Master Plans	Storm drains, parks and recreation, sewers, active transportation plans and other master plans.	PW Eng.		<b>S+2</b>	GC 34090; 2 year minimum requirement. State of California Guidelines; 2 years after master plan is superseded.
08-01-03	Geotechnical & Soils Reports		PW Eng.		<b>P</b>	GC 34090(a); Permanent for land related documents State of California Guidelines; Permanent for soils reports.
08-01-04	Infrastructure Maps	Maps for storm drains, lighting, sewers, utilities and other infrastructure maps. Includes digital copies of as-built maps.	PW Eng.		<b>P</b>	GC 34090(a); Real property records, maintain permanently. GC 4003, 4004; Maintain. H&S 19850; Building Plans - Life of Building, with exceptions. CCP 337.15; 10 years. State of California Guidelines; Permanent.
08-01-05	Encroachment Permits	Includes CIP encroachments, street improvements, street cuts for wet/dry utilities, street lane closures and other construction related projects.	PW Eng.		<b>P</b>	GC 34090(a) Real property records, maintain permanently. GC 4003, 4004; Maintain. H&S 19850; Life of Building, with exceptions. State of California Guidelines; Permanent for construction based encroachment permits.
08-01-06	Transportation Permits	Temporary use permit for access of oversized vehicles.	PW Eng.		<b>AC+2</b>	GC 34090; 2 year minimum requirement. State of California Guidelines; Current Year plus 2 years for temporary use permits.
<b>08-02-00</b>	<b>Engineering Projects</b>					
08-02-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		<b>AR</b>	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
08-02-02	Administrative	Includes Council approval, legal issues, project budget, project schedule, special issues and supporting documentation.	PW Eng.		<b>AC+2</b>	GC 34090; 2 year minimum requirement. Administrative Record, State of California Guidelines Administrative Decision; Maintain for administrative records for 2 years after the project is completed to support the project tasks.
08-02-03	Correspondence	Includes agencies, construction, design and internal correspondence.	PW Eng.		<b>AC+2</b>	GC 34090; 2 year minimum requirement. Administrative Record, State of California Guidelines Administrative Decision; Maintain for administrative records for 2 years after the project is completed to support the project tasks.

™ UFIRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.

**City of Montclair  
Records Retention Schedule and UFIRST™ Index  
08-00-00 PUBLIC WORKS ENGINEERING**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LOV/LOI/LOS/LOR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
08-02-04	Contracts	Includes change orders, contracts, utility reimbursements, design construction and supporting documentation.	PW Eng.		<b>P</b>	GC 34090(a); Permanent for real property related documents. GC 4003, 4004, Maintain. CCP 337.15; 10 years. State of California Guidelines: Permanent for capital improvements.
08-02-05	Preliminary Design	Includes environmental and geotechnical reports, right-of-way, land acquisition, topography and boundary maps and supporting documentation.	PW Eng.		<b>AC+10</b>	CCP 337.15; 10 years State of California Guidelines: 10 years after completion for capital improvement projects.
08-02-06	Design	Includes architectural prints, consultant selection, permits, requests for proposals, specifications, design submittals and supporting documentation.	PW Eng.		<b>P</b>	GC 34090(a); Permanent for real property related documents. GC 4003, 4004, Maintain. CCP 337.15; 10 years. State of California Guidelines: Permanent for capital improvements.
08-02-07	Bidding & Award	Includes bid award, bid addenda, contractor bids, pre-bid meetings and supporting documentation.	PW Eng.		<b>P</b>	GC 34090(a); Permanent for real property related documents. GC 4003, 4004, Maintain. CCP 337.15; 10 years. State of California Guidelines: Permanent for capital improvements.
08-02-08	Construction Testing & Inspection	Includes field observation notes, materials testing, special inspection testing and supporting documentation.	PW Eng.		<b>AC+10</b>	CCP 337.15; 10 years. State of California Guidelines: 10 years after completion for capital improvement projects.
08-02-09	Construction Labor Compliance	Includes certified payroll, daily diaries, equal employment opportunity records, labor compliance, employee interviews, progress payments, weekly record of working days and supporting documentation.	PW Eng.		<b>AC+10</b>	CCP 337.15; 10 years. State of California Guidelines: 10 years after completion for capital improvement projects.
08-02-10	Construction Progress Documentation	Includes extra work reports, photos, preliminary stop work notices, requests for information, stop work notices, submittals and supporting documentation.	PW Eng.		<b>AC+10</b>	CCP 337.15; 10 years. State of California Guidelines: 10 years after completion for capital improvement projects.
08-02-11	Construction Close-out	Includes acceptances, notices of completion, as-built / record drawings, punch lists, warranty, final reports and supporting documentation.	PW Eng.		<b>AC+10</b>	CCP 337.15; 10 years. State of California Guidelines: 10 years after completion for capital improvement projects.
08-02-12	Environmental	Includes operations and maintenance manuals, stormwater pollution prevention plans and supporting documentation.	PW Eng.		<b>P</b>	GC 34090(a); Permanent for real property related documents. GC 4003, 4004, Maintain. CCP 337.15; 10 years. State of California Guidelines: Permanent for capital improvements.
08-02-13	Right of Way				<b>P</b>	GC 34090(a); Permanent for land and property related documents. 24 CFR 1710; Permanent.

City of Montclair  
Records Retention Schedule and UFIRST™ Index

**EXHIBIT B**

**08-00-00 PUBLIC WORKS ENGINEERING**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOBL/OL/LOL/OSL/OR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
08-03-00	<b>Development Engineering</b>					
08-03-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		<b>AR</b>	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
08-03-02	Subdivisions		PW Eng.		<b>P</b>	GC 34090(a); Real property records, maintain permanently. GC 4003, 4004; Maintain. H&S 19850; Building Plans - Life of Building, with exceptions. CCP 337.15; 10 years. State of California Guidelines: Permanent.
08-03-03	Tract Maps	Includes map changes.	PW Eng.		<b>P</b>	GC 34090(a); Real property records, maintain permanently. GC 4003, 4004; Maintain. H&S 19850; Building Plans - Life of Building, with exceptions. CCP 337.15; 10 years. State of California Guidelines: Permanent.
08-03-04	Parcel Maps	Includes map changes.	PW Eng.		<b>P</b>	GC 34090(a); Real property records, maintain permanently. GC 4003, 4004; Maintain. H&S 19850; Building Plans - Life of Building, with exceptions. CCP 337.15; 10 years. State of California Guidelines: Permanent.
08-03-05	Lot Line Adjustments / Mergers		PW Eng.		<b>P</b>	GC 34090(a); Real property records, maintain permanently. GC 4003, 4004; Maintain. H&S 19850; Building Plans - Life of Building, with exceptions. CCP 337.15; 10 years. State of California Guidelines: Permanent.
08-03-06	Grading Permits		PW Eng.		<b>P</b>	GC 34090(a); Real property records, maintain permanently. CCP337, 337.1(a), 337.15; Statutes of limitations. GC 4003, 4004; Maintain. State of California Guidelines: Permanent.
08-03-07	Easements & Dedications		PW Eng.		<b>P</b>	GC 34090(a); Permanent for land and property related documents. 24 CFR 1710; Permanent.
08-03-08	Vacations & Abandonments		PW Eng.		<b>P</b>	GC 34090(a); Permanent for land and property related documents. 24 CFR 1710; Permanent.
08-03-09	Record of Surveys Maps		PW Eng.		<b>P</b>	GC 34090(a); Permanent for land and property related documents. State of California Guidelines: Permanent for survey recording data and maps.

™ UFIRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.

**City of Montclair**  
**Records Retention Schedule and UFIRST™ Index**  
**08-00-00 PUBLIC WORKS ENGINEERING**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LOI/LOL/LOLOR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
08-03-10	Plan Checks	Duplicates for Engineering review.	PW Eng.		CY+2	GC 34090; 2 year minimum requirement.
<b>08-04-00</b>	<b>Streets Engineering</b>					
08-04-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
08-04-02	Street Naming		PW Eng.		P	GC 34090(a); Permanent for land and property related documents. State of California Guidelines; Permanent for naming and numbering policies and procedures.
08-04-03	Pavement Management System	Includes repairs, overlay projects and pavement management reports from the County.	PW Eng.		S+2	GC 34090; 2 year minimum requirement. State of California Guidelines; 2 years after completion for maintenance projects.
08-04-04	Street Lights & Equipment	Limited lights owned by the City. Most street lights owned and managed by Southern California Edison.	PW Eng.		LOS+2	GC 34090; 2 year minimum requirement. CCP 337; 3 year statute of limitations. State of California Guidelines; Life of system plus 2 years.
08-04-05	Signage & Striping		PW Eng.		P	GC 34090(a); Permanent for land and property related documents. State of California Guidelines; Permanent for signs and striping.
08-04-06	Sidewalks, Curbs & Gutters		PW Eng.		P	GC 34090(a); Permanent for land and property related documents. State of California Guidelines; Permanent for sidewalks and street maps.
08-04-07	Alleysways		PW Eng.		P	GC 34090(a); Permanent for land and property related documents. State of California Guidelines; Permanent for signs and striping.
08-04-08	Monumentation	Includes street ties, centerline ties and benchmarking.	PW Eng.		P	GC 34090(a); Permanent for land and property related documents. State of California Guidelines; Permanent for City boundary maps, including monuments.
<b>08-05-00</b>	<b>Traffic Engineering</b>					
08-05-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
08-05-02	Traffic Calming	Speed humps, bump outs and other calming system design.	PW Eng.		LOS+3	CCP 337; 3 year statute of limitations. State of California Guidelines; Life of system plus 2 years.
08-05-03	Traffic Requests & Management	Includes requests for traffic calming, red/blue curb marking, speed humps and other neighborhood systems.	PW Eng.		AC+2	GC 34090; 2 year minimum requirement. Administrative Decision; Maintain traffic change requests for 2 years after the request is accommodated or denied.

™ UFIRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.

City of Montclair  
Records Retention Schedule and UFIRST™ Index

EXHIBIT B

08-00-00 PUBLIC WORKS ENGINEERING

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AF - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOBL/OL/LOL/OL/OR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
08-05-04	Traffic Studies & Surveys		PW Eng.		AC+2	GC 34090: 2 year minimum requirement. State of California Guidelines: Completion of survey plus 2 years.
08-05-05	Traffic Signals	Includes files on equipment, timing sheets, systems and maintenance.	PW Eng.		LOS+3	CCP 337: 3 year statute of limitations. State of California Guidelines: Life of system plus 2 years.
08-05-06	Parking Systems	Includes restricted parking, residential permit parking, parking districts, garages and other systems. Permits are maintained in a binder and are valid for 5 years.	PW Eng.		AE+2	GC 34090: 2 years minimum. State of California Guidelines: Current year plus 2 years for Temporary Use Permits.
08-06-01	<b>Bridges</b> General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
08-06-02	Bridge Maintenance Program		PW Eng.		LOS+2	GC 34090: 2 year minimum requirement. State of California Guidelines: Maintain bridge reports and inspections for the live of the structure.
08-06-03	Inspections & Reports		PW Eng.		LOS+2	GC 34090: 2 year minimum requirement. State of California Guidelines: Maintain bridge reports and inspections for the live of the structure.
08-07-00	<b>Storm Drainage &amp; NPDES</b>					
08-07-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
08-07-02	NPDES Permit Annual Report	Includes finalized, submitted yearly reports to the State Water Resources Board.	PW Eng.		CY+3	40 CFR 122.41: 5 years after completion for sewage sludge use & disposal, 3 years after completion for other discharge records, including calibration records NPDES Permit No. CA0038776 IV, Standard Provisions, Records; 3 years from date of sample.
08-07-03	Stormwater Pollution Prevention Plan		PW Eng.		P	GC 34090: 2 year minimum requirement. State of California Guidelines: Current year plus 2 years, with caveat recommendation of permanent for environmentally sensitive documents.
08-07-04	WQMP Management	Includes maintenance agreements for maintenance of best management practices. Required for the Regional Water Quality Control Board.	PW Eng.		P	GC 34090(a), Real property records, maintain permanently. CCP 337(2) & (3): Statutes of limitations of 4 years. 48 CFR 4.703: 3 years after final payment. 48 CFR 4.705-1: 4 years after completion for accounting, payroll, purchasing records, et. al. 29 USC 211c: Maintain, indefinite. State of California Guidelines: Permanent.

**City of Montclair  
Records Retention Schedule and UFIRST™ Index  
08-00-00 PUBLIC WORKS ENGINEERING**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LOV/LOI/LOS/LOR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +[Number] - Plus Years (Y), Month (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
08-07-05	Stormwater Outfall Testing	Samples submitted to contract lab for baseline comparisons.	PW Eng.		CY+3	40 CFR 122.41; 5 years after completion for sewage sludge use & disposal, 3 years after completion for other discharge records, including calibration records; 40 CFR 503: 3 years for significant leaks or spills NPDES Permit No. CA0038776 IV, Standard Provisions, Records; 3 years from date of sample.
08-07-06	Inspections	Includes post-construction inspections for commercial and industrial.	PW Eng.		AC+2	GC 34090; 2 year minimum requirement. State of California Guidelines: 2 years after completion for maintenance projects.
08-07-07	Hazardous Spills	Includes contained fluid and other hazardous material spills.	PW Eng.		CY+10	40 CFR 503: 3 years for significant leaks or spills. State of California Guidelines: Maintain hazardous waste disposal records for the current year plus 10 years.
08-07-08	Illicit Discharge Incidents		PW Eng.		AC+5	40 CFR 122.21; 3 years after approval. 40 CFR 122.41; 3 years after report. State of California Guidelines: Current year plus 5 years for discharge monitoring reports. Administrative Decision: Maintain incidents for 5 years after correction or resolve.
08-07-09	Trash Reduction Plan	Compliance report. Maintenance monitoring and inspection of devices in storm drain inlets.	PW Eng.		AC+3	22 CCR 66262.40; 3 years for generator reports.
08-07-10	Reduction Program Reports	Includes NPDES reports to the County for street sweeping, trash hotspot cleanups, on land trash cleanup and other reduction programs. Submitted electronically.	PW Eng.		AC+3	22 CCR 66262.40; 3 years for generator reports.
08-07-11	Outreach	Includes brochures and materials handed out to contractors.	PW Eng.		S+2	GC 34090; 2 year minimum requirement. State of California Guidelines: 2 years after program materials are superseded.
<b>08-08-00</b>	<b>Sewer &amp; Wastewater</b>					
08-08-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
08-08-02	Recycled Water System	Includes service agreements, pipelines and supply data.	PW Eng.		P	GC 34090(a), Real property records, maintain permanently. CCP 337(2) & (3); Statutes of limitations of 4 years. 48 CFR 4.703: 3 years after final payment. 48 CFR 4.705-1: 4 years after completion for accounting, payroll, purchasing records, et. al. H&S 19850: Life of Building, with exceptions. 29 USC 211c; Maintain, indefinite. State of California Guidelines: Permanent.
08-08-03	IEUA	Inland Empire Utilities Agency. Includes communications and general information with the agency.	PW Eng.		CY+2, AR	GC 34090; 2 year minimum requirement. Administrative Record, State of California Guidelines.

™ UFIRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.

City of Montclair  
Records Retention Schedule and UFIRST™ Index

08-00-00 PUBLIC WORKS ENGINEERING

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOBL/OV/LOL/OS/LOR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +[Number] - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

**EXHIBIT B**

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
08-09-00	<b>Utilities</b>					
08-09-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
08-09-02	Telecommunications	Includes communications and general information with telecommunications and internet providers.	PW Eng.		CY+2, AR	GC 34090; 2 year minimum requirement. Administrative Record, State of California Guidelines.
08-09-03	Electrical Service	Includes communications and general information with Edison and other generators.	PW Eng.		CY+2, AR	GC 34090; 2 year minimum requirement. Administrative Record, State of California Guidelines.
08-09-04	Gas Service	Includes communications and general information with SoCal Gas and other providers.	PW Eng.		CY+2, AR	GC 34090; 2 year minimum requirement. Administrative Record, State of California Guidelines.
08-09-05	Water Service	Includes communications and general information with MWWWD, MWD, Golden State Water Company and other water agencies and companies.	PW Eng.		CY+2, AR	GC 34090; 2 year minimum requirement. Administrative Record, State of California Guidelines.

™ UFIRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.



**City of Montclair**  
**Records Retention Schedule and UFRST™ Index**  
**09-00-00 PUBLIC WORKS MAINTENANCE & OPERATIONS**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOBL/OVI/OIL/OSS/LOR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +[Number] - Plus Years (Y), Month (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
09-01-00	<b>Administration</b>					
09-01-01	General Information & Administration	Includes general subject information, reports, Montclair map, and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
09-01-02	Work Orders	Orders received via email, verbal, phone and other means.	PW M&O		AC+2	GC 34090; 2 year minimum requirement. State of California Guidelines; 2 years plus the current year for maintenance and operations.
09-01-03	Key Distribution Database		PW M&O		ACT	Transitory Record; Maintain while active or until data is transferred to a new tracking system.
09-01-04	Safety Training Program	Includes sign-in sheets, attendance rosters, and training materials for safety training classes and events.	PW M&O		CY+7	GC 34090; 2 year minimum requirement. 29 CFR 1627.3(b); 1 year for training records GC 12946; 2 years after termination. GC 7920.000; PRA, confidential record status. State of California Guidelines; Current year plus 7 years for non-safety training records. Current year plus 2 years for certificates and designations training.
09-01-05	Air Quality Management District (AQMD)	Includes Annual Operating Permit Fee, Test of Vapor Recovery Equipment, Emission Fee Notice, South Coast Air Quality Management District.	PW M&O		AC+7	CCP338(k); 6 year statute of limitations for air quality records. State of California Guidelines; Current year plus 7 years for AQMD records.
09-01-06	Mathesin Oil Company	Correspondence and communications with the company.	PW M&O		CY+2, AR	GC 34090; 2 year minimum requirement.
09-01-07	San Bernardino County Forms	Includes CUPA permits, Air Resources Board, Business Emergency/Contingency Plan Receipt, Dept. of Resources recycling and recovery, and Proof of Designation.	PW M&O		CY+5	Administrative Record, State of California Guidelines; H&S 25200.3; Generator must maintain records for 5 years on-site. H&S 25123.3; Generator must maintain records for remediation waste staging. H&S 25160; 3 years for receipts from transporters to generators. 27 CCR 15186(c); 5 years for hazardous waste enforcement documents.
09-01-08	Maintenance & Service Agreements	Includes Tree Service, Clean Energy, Ideal Uniform Rental Service, Burrec Services, Ayres Self Storage Rental and other maintenance and service agreements.	PW M&O		AC+4	CCP 337(2) & (3); Statutes of limitations of 4 years. 48 CFR 4.703; 3 years after final payment. 48 CFR 4.705-1; 4 years after completion for accounting, payroll, purchasing records, et. al.
09-01-09	Emergency Plans	Includes Emergency Management Plan I - III, Emergency Preparedness, Corporate Yard Business Emergency Plan 2017.	PW M&O		S+2	GC 34090; 2 year minimum requirement. State of California Guidelines; 2 years after superseded for emergency management and mutual aid strategic plans.
09-01-10	Hazardous Waste Manifests	Includes waste tire, oil, batteries, light bulbs and other hazardous waste disposal manifests.	PW M&O		CY+10	GC 34090; 2 year minimum requirement. 40 CFR 122.21; 3 to 5 years. State of California Guidelines; Current year plus 10 years for hazardous waste disposal documents.
09-01-11	Dept. of Toxic Substances EVQ Report	Annual reporting with a manifest for hazardous waste pickup.	PW M&O		CY+10	GC 34090; 2 year minimum requirement. 40 CFR 122.21; 3 to 5 years. State of California Guidelines; Current year plus 10 years for hazardous waste disposal documents.

™ UFRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved. REV: 5/30/2024



**City of Montclair**  
**Records Retention Schedule and UFIRST™ Index**  
**09-00-00 PUBLIC WORKS MAINTENANCE & OPERATIONS**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LC/VI/CI/LL/OS/LOR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Month (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
09-01-12	Monthly Maintenance Reports		PW M&O		CY+2	GC 34090; 2 year minimum requirement. State of California Guidelines: 2 years for management reports.
<b>09-02-00</b>	<b>Facilities Maintenance</b>					
09-02-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
09-02-02	Maintenance Service & Projects	Includes generator, HVAC and other maintenance activities.	PW M&O		AC+2	GC 34090; 2 year minimum requirement. State of California Guidelines: 2 years plus the current year for maintenance and operations.
09-02-03	Facility Permits	Includes elevators, health and other facility permits.	PW M&O		AE+2	GC 34090; 2 year minimum requirement. State of California Guidelines: Current year plus 2 years for municipal facility rental / use permits.
09-02-04	Inspections	AQMD, health department and other external inspections.	PW M&O		AC+2	GC 34090; 2 year minimum requirement. State of California Guidelines: 2 years plus the current year for maintenance projects.
<b>09-03-00</b>	<b>Street Maintenance</b>					
09-03-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
09-03-02	Pavement Management System	Includes repairs, concrete maintenance, crack ceiling, pavement marker program, and overlay projects.	PW M&O		S+2	GC 34090; 2 year minimum requirement. State of California Guidelines: 2 years after completion for maintenance projects.
09-03-03	Signage	Includes log books, index register cards, inventory lists, records of traffic signs, parking restrictions and traffic control.	PW M&O		LOS+3	CCP 337; 3 year statute of limitations. State of California Guidelines: Life of system plus 2 years.
09-03-04	Pavement Markings	Includes striping, stenciling, curb painting, cross walk locations, and other pavement marking maintenance and repair projects.	PW M&O		AC+2	GC 34090; 2 year minimum requirement. State of California Guidelines: 2 years plus the current year for maintenance and operations.
09-03-05	Landscape Maintenance	Maintenance projects completed for medians and debris and weed abatement	PW M&O		AC+2	GC 34090; 2 year minimum requirement. State of California Guidelines: 2 years plus the current year for maintenance and operations.
09-03-06	Street Sweeping Notice Distribution		PW M&O		CY+2	GC 34090; 2 year minimum requirement. State of California Guidelines: 2 years plus the current year for maintenance and operations.
09-03-07	Concrete Tickets	Tickets received by the concrete provider for internal tracking. Includes arrival site, order quantities and concrete mix used, batch information and weighmaster signature.	PW M&O		CY+2	GC 34090; 2 year minimum requirement. State of California Guidelines: 2 years plus the current year for maintenance and operations.

™ UFIRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.

**City of Montclair  
Records Retention Schedule and UFRST™ Index  
09-00-00 PUBLIC WORKS MAINTENANCE & OPERATIONS**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOBL/OVI/OIL/OILSLOR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Month (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
<b>09-04-00</b>	<b>Park Maintenance</b>					
09-04-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
09-04-02	Park Maintenance Projects and Locations	Includes fertilizer application, repairs, and maintenance for all park locations.	PW M&O		AC+2	GC 34090: 2 year minimum requirement. State of California Guidelines: 2 years plus the current year for maintenance and operations. CCP 338: 3 years for action.
09-04-03	Playground & Park Equipment Inspections		PW M&O		AC+3	State of California Guidelines: Completion plus 2 years for inspection records in Parks, and 2 years after audit for equipment inventories.
<b>09-05-00</b>	<b>Fleet Management</b>					
09-05-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
09-05-02	Vehicle & Equipment Specifications & Maintenance Records	Paper history of equipment and vehicles. Includes maintenance and other specific vehicle and equipment related information.	PW M&O		LOV+4	GC 34090: 2 year minimum requirement. CCP 343: 4 years for action. State of California Guidelines state life of the vehicle plus 2 years for fuel, maintenance and repair records of vehicles. State does not reference any citations.
09-05-03	Daily Vehicle Inspection Forms		PW M&O		CY+2	GC 34090: 2 year minimum requirement. State of California Guidelines: 2 years plus the current year.
09-05-04	CNG Inspections		PW M&O		CY+2	GC 34090: 2 year minimum requirement. State of California Guidelines: 2 years plus the current year for maintenance and operations.
09-05-05	Biennial Inspection of Terminals (BIT) Records	Inspection of vehicles by the DOT.	PW M&O		CY+2	VC 3450.12: maintain inspection reports for at least 2 years. 25 month inspection period.
09-05-06	Smog Certifications / Inspections	Combined with California Air Resources Board.	PW M&O		CY+2	GC 34090: 2 year minimum requirement. State of California Guidelines: 2 years plus the current year for permits, may depend upon the agency.
09-05-07	Fuel Reports	Includes quarterly diesel fuel, weekly fuel consumption and other fuel usage reports.	PW M&O		AA+4	GC 34090: 2 year minimum requirement. CCP 337: Statutes of limitations of 4 years. State of California Guidelines: 3 years after audit.
09-05-08	Fuel Pump Maintenance & Inspections	Includes monthly fuel storage inspections of generators, piping and the fuel island, and maintenance on the system.	PW M&O		AA+4	GC 34090: 2 year minimum requirement. CCP 337: Statutes of limitations of 4 years. State of California Guidelines: 3 years after audit.
09-05-10	Aerial Inspections	Includes inspection for cranes, buckets, etc.	PW M&O		CY+2	GC 34090: 2 year minimum requirement. State of California Guidelines: 2 years plus the current year for maintenance and operations.

™ UFRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.

City of Montclair  
Records Retention Schedule and UFIRST™ Index

09-00-00 PUBLIC WORKS MAINTENANCE & OPERATIONS

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOBL/OV/LOIL/OSLOR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
09-05-11	Underground Storage Tanks & Return	Obsolete system no longer in use. All tanks are above ground.	PW M&O		CY+2	GC 34090: 2 year minimum requirement. State of California Guidelines: 2 years plus the current year for underground storage tank locations, installation, removal and remediation.

**City of Montclair**  
**Records Retention Schedule and UFRST™ Index**  
**09-00-00 PUBLIC WORKS MAINTENANCE & OPERATIONS**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LOV/LOI/LOS/LOR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
<b>09-06-00</b>	<b>Irrigation Maintenance</b>					
09-06-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
09-06-02	Backflow Testing	Annual maintenance on backflow devices on City property.	PW M&O		AC+2	GC 34090: 2 year minimum requirement. State of California Guidelines: 2 years plus the current year for maintenance projects.
<b>09-07-00</b>	<b>Sewer &amp; Storm Drain Maintenance</b>					
09-07-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
09-07-02	Permits	Includes sewer confined space entry permits.	PW M&O		AE+2	GC 34090: 2 year minimum requirement. State of California Guidelines: Current year plus 2 years for municipal facility rental / use permits.
09-07-03	Inspections	Includes push camera, catch basin, sewer grease interceptors and other system inspections.	PW M&O		AC+2	State of California Guidelines: 2 years plus the current year for maintenance and operations.
09-07-04	Hot Spot	Includes sewer hotspot maintenance program.	PW M&O		AC+2	GC 34090: 2 year minimum requirement. State of California Guidelines: 2 years plus the current year for maintenance and operations.
09-07-05	Traffic Counters		PW M&O		AC+2	GC 34090: 2 year minimum requirement. State of California Guidelines: Completion of survey plus 2 years.
09-07-06	Storm Water Maintenance	Includes catch basin cleaning storm drain line inspections and other maintenance activities.	PW M&O		AC+2	GC 34090: 2 year minimum requirement. State of California Guidelines: 2 years plus the current year for maintenance and operations.
09-07-07	Gas/Oxygen Testing Sensors	Inspection and testing of sensors under manhole covers to detect oxygen levels and harmful gases.	PW M&O		AC+2	GC 34090: 2 year minimum requirement. State of California Guidelines: 2 years plus the current year for maintenance and operations.
<b>09-08-00</b>	<b>Tree Maintenance</b>					
09-08-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
09-08-02	Street Tree Inventory	Reports printed from the Street Tree Inventory Database.	PW M&O		CY+2	GC 34090: 2 year minimum requirement. State of California Guidelines: 2 years plus the current year for maintenance and operations.
09-08-03	Tree Maintenance Projects	In-house provided maintenance for smaller project.	PW M&O		AC+2	GC 34090: 2 year minimum requirement. State of California Guidelines: 2 years plus the current year for maintenance and operations.

™ UFRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.

**City of Montclair**  
**Records Retention Schedule and UFIRST™ Index**  
**09-00-00 PUBLIC WORKS MAINTENANCE & OPERATIONS**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/OVI/OIL/OSS/LOR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
<b>09-09-00</b>	<b>Graffiti Maintenance</b>					
09-09-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
09-09-02	Graffiti Abatement	Includes block grant target area reports.	PW M&O		AC+2	GC 34090; 2 year minimum requirement. State of California Guidelines; 2 years plus the current year for maintenance and operations.
09-09-03	Quarterly & Monthly Graffiti Reports		PW M&O		CY+2	GC 34090; 2 year minimum requirement. State of California Guidelines; 2 years for management reports.
<b>09-10-00</b>	<b>Signs/Paint Maintenance</b>					
09-10-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
09-10-02	Street Lights	Includes repairs and inspections	PW M&O		AC+2	GC 34090; 2 year minimum requirement. State of California Guidelines; 2 years plus the current year for maintenance and operations.
<b>09-11-00</b>	<b>Sweeping Maintenance</b>					
09-11-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
09-11-02	Misc. Duties	Includes shopping carts.	PW M&O		AC+2	GC 34090; 2 year minimum requirement. State of California Guidelines; 2 years plus the current year for maintenance and operations.
<b>09-12-00</b>	<b>Pesticide Maintenance</b>					
09-12-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
09-12-02	Pesticide Application	Includes chemical application and pesticide application.	PW M&O		P	GC 34090; 2 year minimum requirement. F&AC 14011.5 - 12, maintain and submit Pesticide Use Reports. F&AC 14007, Restricted Materials Permits issued for 1 to 3 years.
09-12-03	Safety Information	Includes data sheets and forms.	PW M&O		CY+30	29 CFR 1910.1020; Retain MSDS records for 30 years unless another record of what, where and when a chemical was used is maintained.
09-12-04	Pesticide reports		PW M&O		CY+2	GC 34090; 2 year minimum requirement. State of California Guidelines; Current year plus 2 years for hazardous materials storage permits and pesticide application documents.

™ UFIRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.

City of Montclair  
Records Retention Schedule and UFIRST™ Index

09-00-00 PUBLIC WORKS MAINTENANCE & OPERATIONS

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOBL/OV/LOIL/OSL/OR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
09-12-05	Pesticide Training Records	Used for annual inspection by the County Ag. Compliance records.	PW M&O		CY+2	GC 34090: 2 year minimum requirement. State of California Guidelines: Current year plus 2 years for pesticide application documents.
09-12-06	Pesticide Regulation Inspection		PW M&O		CY+2	State of California Guidelines: Current year plus 2 years for hazardous materials storage permits and pesticide application documents.
09-12-07	SB County Restricted Materials Permit		PW M&O		CY+2	GC 34090: 2 year minimum requirement. State of California Guidelines: Current year plus 2 years for hazardous materials storage permits and pesticide application documents.
09-12-08	Vector Control Reports		PW M&O		CY+2	GC 34090: 2 year minimum requirement. State of California Guidelines: 2 years for management reports.
09-13-00	<b>Transcenter Maintenance</b>					
09-13-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record: Review annually for relevance to current subject matter or projects. Inclusion in an associated record series, or creation of a new record series.
09-14-00	<b>Adopt A Highway</b>					
09-14-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record: Review annually for relevance to current subject matter or projects. Inclusion in an associated record series, or creation of a new record series.
09-14-02	Locations	Includes all locations and information.	PW M&O		S+2	GC 34090: 2 year minimum requirement. Administrative Decision: Mainlain location information for 2 years after superseded to meet the State minimum retention.

City of Montclair  
Records Retention Schedule and UFIRST™ Index

10-00-00 HUMAN SERVICES

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOBL/OV/OIL/OSL/OR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Month (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
10-01-00	<b>Human Services Administration</b>					
10-01-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
10-01-02	ReCt.ac	Internal system for processing payments. Information entered in at Human Services front desk.	HS Admin		ACT	Transitory Record: Maintain while active or until data is transferred to a new tracking system.
10-01-03	Human Services Programs & Classes	Includes registration information, rules, guides and brochures, code of conduct, curriculum, contact information, attendance records, class sign-in sheets, weight room/vehicle/key sign-in sheets, evaluation forms, transportation intake forms, and liability waivers for paid programs and classes. Registration includes schedule change forms, names, address, emergency contacts and other registration related information for individuals for Senior Center, youth sports and all other programs and classes. Physical records outside of ReCt.ac.	HS Admin	C	CY+2	GC 34090: 2 year minimum requirement. CCP 335.1: 2 years for action on injuries caused by neglect; State of California Guidelines: 2 years plus the current year.
10-01-04	Special Events	Includes contact information, waivers, outreach, planning, supply acquisition, staffing, copies of contracts, vendor applications, health department inspections and permits, and other event organization information.	HS Admin		CY+2	GC 34090: 2 year minimum requirement. CCP 335.1: 2 years for action on injuries caused by neglect. State of California Guidelines: 2 years plus the current year.
10-01-05	Program Incident Reports	Incidents occurring during or with the public. Not for employee incidents, which are sent to Human Resources.	HS Admin		AC+7	GC 34090: 2 year minimum requirement. 42 USC 1983: Definitions. GC 25105.5: 5 years after closure/completion. 29 USC 1113: 6 years after date of last action, or 3 years after plaintiff had knowledge of breach or violation, whichever comes first. GC 910 - 913: 6 months to 1 year after event occurs. State of California: 7 years after closure for accident/incident reports.
10-01-06	Trips	Includes program guides and brochures, permission slips, attendance records, rosters, sign-in sheets and other materials for family trips, day camps, season breaks, teen trips and other trips sponsored by the City.	HS Admin		CY+2	GC 34090: 2 year minimum requirement. CCP 335.1: 2 years for action on injuries caused by neglect. State of California Guidelines: 2 years plus the current year.
10-01-07	Instructors	Includes contracts, W-9, Livescan and other instructor information.	HS Admin		CY+4	CCP 337.2: Statutes of limitations of 4 years. CCP 343: Statutes of limitations of 4 years.
10-01-08	Volunteers	Includes the application, contact information, fingerprint verification, correspondence and any general information about the volunteer. Adult volunteer applicants are Livescan fingerprinted. Accepted applications: Denied applications:	HS Admin		AS+4 AC+4	GC 12946: 4 years after completion/position filled. State of California Guidelines: 2 years after completion/position filled. Denied applications maintained for 4 years after the position is filled to follow GC 12946.



**City of Montclair  
Records Retention Schedule and UFIRST™ Index  
10-00-00 HUMAN SERVICES**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOBL/OV/LOL/OSL/OR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
10-01-09	CPS & APS Mandated Reporting	Required reporting for child or adult abuse.	Senior Ctr.	C	AC+10	PC 11169; Maintain. PC 11170; 10 years from date of reporting, DOJ Recommendation. PC 288, 647; Definitions. Administrative Decision: Citations listed above are for child abuse reports. Maintain senior/elder abuse reports for the same retention as child abuse reports for simplicity in destruction.
10-01-10	Leave Requests	Vacation time entered into Springbrook. Maintained by the department with signatures by the employee. Information entered into Springbrook. Timesheet maintained by the department. Signed by the employee.	HS Admin		CY+2	GC 34090; 2 year minimum requirement.
10-01-11	Staff Time Cards		HS Admin		CY+6	GC 34090; 2 year minimum requirement. 29 CFR 516.2; Maintain. 29 CFR 516.6; 2 years. R&T 19530; 3 years after tax return due. R&T 19704; 6 year statute of limitations. LC 1174; 2 years after pay period. 26 CFR 31.6001-1; 4 years after tax return due. 29 USC 255(a); 2 to 3 years statute of limitations for minimum wages. State of California Guidelines: 6 years after audit.
10-01-12	City Facility Rental Agreements	Includes applications, agreements, proof of insurance, alcohol permits and other rental documents for facility rentals.	HS Admin		AC+4	CCP 337(2) & (3); Statutes of limitations of 4 years. CCP 343; Statutes of limitations of 4 years. 48 CFR 4.703; 3 years after final payment. 48 CFR 4.705-1; 4 years after completion for accounting, payroll, purchasing records, et. al.
<b>10-02-00</b>	<b>Youth Center</b>					
10-02-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
10-02-02	Snack Bar Tallies	Requested by Finance for auditing.	Youth Ctr.		AA+4	GC 34090; 2 year minimum requirement. CCP 337; Statute of limitations, 4 years for action. State of California Guidelines: 4 years after audit. Administrative Decision: Maintain tallies for the current year plus 4 years to match retention of receivables in Finance.
<b>10-03-00</b>	<b>Senior Center</b>					
10-03-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
10-03-02	Senior Registration Forms	Files on seniors who participate in the program. Annual forms and nutrition intake forms include the name, address, phone number, birth date, emergency contact information, nutritional assessments, and other information on seniors.	Senior Ctr.	C	CY+2	GC 34090; 2 year minimum requirement. CCP 335-1; 2 years for action on injuries caused by neglect. State of California Guidelines: 2 years plus the current year.

™ UFIRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.



City of Montclair  
Records Retention Schedule and UFIRST™ Index

10-00-00 HUMAN SERVICES

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOBL/OV/LOL/OSL/OR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +[Number] - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
10-03-03	Senior Nutrition Program / Lunch	Includes sign-in sheets, rosters, lunch menus and other nutrition information.	Senior Ctr.	C	CY+2	GC 34090: 2 year minimum requirement. CCP 335.1: 2 years for action on injuries caused by neglect. State of California Guidelines: 2 years plus the current year.
10-03-04	Food Handler Training & Certification		Senior Ctr.		AS+2	GC 34090: 2 year minimum requirement. State of California Guidelines: 2 years after termination/separation for certifications and designations.
10-03-05	Temperature Check Logs	Performed daily.	Senior Ctr.		CY+2	GC 34090: 2 year minimum requirement. State of California Guidelines: Current year plus 2 years.
10-03-06	Cleaning Logs		Senior Ctr.		CY+2	GC 34090: 2 year minimum requirement. State of California Guidelines: Current year plus 2 years.
10-03-07	Health Inspections	County inspections for the Senior Center and the Community Center.	Senior Ctr.		CY+2	GC 34090: 2 year minimum requirement. State of California Guidelines: Current year plus 2 years.
10-03-08	Environmental Health Permits	Permits provided to the City annually.	Senior Ctr.		CY+2	GC 34090: 2 year minimum requirement. State of California Guidelines: Current year plus 2 years.
10-03-09	Daily Vehicle Inspection Logs	Logs are completed for the Golden Express Transportation busses daily.	Senior Ctr.		CY+2	GC 34090: 2 year minimum requirement. State of California Guidelines: Current year plus 2 years.
10-03-10	Transportation Waivers		HS Admin		CY+2	GC 34090: 2 year minimum requirement. CCP 335.1: 2 years for action on injuries caused by neglect. State of California Guidelines: 2 years plus the current year.
10-04-00	After School Program	100% grant funded. All classes at school sites				
10-04-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record: Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
10-04-02	Applications	Program registrations, hard copy and electronic versions collected annually throughout the year.	ASP	C	AFP+5	GC 34090: 2 year minimum requirement. EDC 8482.3(g)(1)(F): 5 years for after school program plans. GC 8546.7: 3 years after final payment to support audits. San Bernardino County: 5 years after final reporting per the Delegate Agency Agreement.

City of Montclair  
Records Retention Schedule and UFIRST™ Index

10-00-00 HUMAN SERVICES

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LOV/LOL/LOSL/OR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
10-04-03	Class Rosters	Classroom attendance sheet used daily.	ASP	C	AFP+5	GC 34090: 2 year minimum requirement. EDC 8482.3(g)(1)(F): 5 years for after school program plans. GC 8546.7: 3 years after final payment to support audits.
10-04-04	Daily Sign-in Sheets	Program attendance sheet used daily.	ASP		AFP+5	GC 34090: 2 year minimum requirement. EDC 8482.3(g)(1)(F): 5 years for after school program plans. GC 8546.7: 3 years after final payment to support audits.
10-04-05	Grant Attendance Sheets	Grant spreadsheet report kept electronically required by the School District.	ASP		AFP+5	GC 34090: 2 year minimum requirement. EDC 8482.3(g)(1)(F): 5 years for after school program plans. GC 8546.7: 3 years after final payment to support audits.
10-04-06	Early Release Forms	Signed documentation for early release of student from program.	ASP		AFP+5	San Bernardino County: 5 years after final reporting per the Delegate Agency Agreement. GC 34090: 2 year minimum requirement. EDC 8482.3(g)(1)(F): 5 years for after school program plans. GC 8546.7: 3 years after final payment to support audits.
10-04-07	Bathroom Log		ASP		AFP+5	San Bernardino County: 5 years after final reporting per the Delegate Agency Agreement. GC 34090: 2 year minimum requirement. EDC 8482.3(g)(1)(F): 5 years for after school program plans. GC 8546.7: 3 years after final payment to support audits.
10-04-08	Field Trip Permission Slips		ASP	C	AFP+5	GC 34090: 2 year minimum requirement. EDC 8482.3(g)(1)(F): 5 years for after school program plans. GC 8546.7: 3 years after final payment to support audits. San Bernardino County: 5 years after final reporting per the Delegate Agency Agreement.

™ UFIRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.

City of Montclair  
Records Retention Schedule and UFIRST™ Index

10-00-00 HUMAN SERVICES

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LOV/LOIL/OSL/OR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
10-04-09	Pre / Post Surveys	Internally process surveys.	ASP		<b>AFP+5</b>	GC 34090; 2 year minimum requirement. EDC 8482.3(g)(1)(F); 5 years for after school program plans. GC 8546.7; 3 years after final payment to support audits. San Bernardino County; 5 years after final reporting per the Delegate Agency Agreement.
<b>10-05-00</b>	<b>Medical Clinic</b>					
10-05-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		<b>AR</b>	Administrative Record; Review annually for relevance to current subject matter or projects. Inclusion in an associated record series, or creation of a new record series.
10-05-02	Patient Records	Includes patient charts.	Med. Clinic		<b>AC+7*</b>	GC 34090; 2 year minimum requirement. CCP 340.5; Healthcare providers; 3 years after occurrence or 1 year after the patient discovers the injury, whichever comes first. CCP 340.8; Exposure to hazardous substances; 2 years after exposure, or 2 years after patient discovers injury, whichever is later. 22 CCR 70751; 7 years for patient records for adults, *2 years after 18th birthday for unemancipated minors.
<b>10-06-00</b>	<b>Community Activities Commission</b>					
10-06-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		<b>AR</b>	Administrative Record; Review annually for relevance to current subject matter or projects. Inclusion in an associated record series, or creation of a new record series.
10-06-02	Agendas & Agenda Packets	Includes meeting agendas and staff reports.	HS Admin		<b>CY+2</b>	GC 34090; 2 year minimum requirement. State of California Guidelines; Maintain for the Current Year plus 2 years.
10-06-03	Minutes	Typed record of meeting content, including attendance, public comments, and correspondence.	HS Admin		<b>P</b>	GC 34090(e); Minutes of governing bodies; Permanent. GC 36814; Maintain record of proceedings. GC 40801; Maintain record of proceedings. State of California Guidelines; Permanent.
10-06-04	Military Banner Applications		HS Admin		<b>CY+2</b>	GC 34090; 2 year minimum requirement.

**City of Montclair  
Records Retention Schedule and UFRST™ Index  
11-00-00 ECONOMIC DEVELOPMENT**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/L/OL/LOSL/OLR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +[Number] - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
11-01-00	<b>Economic Development</b>					
11-01-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	All Depts		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
11-01-02	State of the City		ED		CY+2	GC 34090; 2 year minimum requirement State of California Guidelines; 2 years for management reports
11-01-03	Business Outreach	Includes Chamber of Commerce, small business outreach and Small Business Administration.	ED		CY+2	GC 34090; 2 year minimum requirement State of California Guidelines; Maintain for the Current Year plus 2 years.
11-01-04	Marketing	Includes newsletters, brochures and other general outreach to the public.	ED		CY+7	GC 34090; 2 year minimum requirement. State of California Guidelines; Current Year plus 7.
11-01-05	Property Acquisitions - Affordable Housing	Includes appraisals, property valuations, deeds, title reports, real estate agent communications and other acquisition documents.	ED		AC+10	CCP 337.15; 10 years after completion of construction or improvement. State of California Guidelines; Completion expiration 10 years for acquisitions.
11-01-06	Property Acquisitions - Economic Development	Land banking for future use. Includes appraisals, property valuations, deeds, title reports, real estate agent communications and other acquisition documents.	ED		AC+10	CCP 337.15; 10 years after completion of construction or improvement. State of California Guidelines; Completion expiration 10 years for acquisitions.
11-01-07	Legislative Affairs	Includes contacts with lobbyists for supporting or opposing bills, measures, etc.	ED		CY+2	GC 34090; 2 year minimum requirement.
11-01-08	Grant Processing	For Planning and Community Development grants. Documents include applications, invoices, submittals, preliminary drafts, logs, communications and other grant processing documents for departments.	ED		AFP+5	29 CFR 97.36(i)(1); 3 years after final payment. 29 CFR 97.42(b); 3 years after final payment. 2 CFR 200.334; 3 years after final expenditure report for federal grants. 24 CFR 570.502(a)(7)(i)(a); Deeds/CDBG activities, 4 years after closure of loan. State of California Guidelines; 5 years after grant closure. *State recommends referring to grant application close-out procedures, if any.
08-07-06	Climate Action Plan	Includes energy efficiency programs, electric vehicle infrastructure, and other climate impacting improvements. The City partners with agencies to promote the program.	ED		S+2	GC 34090; 2 year minimum requirement. State of California Guidelines; 2 years after master plan is superseded.

™ UFRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.

**City of Montclair  
Records Retention Schedule and UFRST™ Index  
11-00-00 ECONOMIC DEVELOPMENT**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LOV/LOI/LOSLOR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +[Number] - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
11-02-00	<b>Development</b>					
11-02-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	All Depts		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
11-02-02	Projects	Includes reimbursement, operations and management agreements, consultant communications, invoices and reimbursement logs, consultant reports for environmental / CEQA, architectural reviews and other reports. Planning maintains permits and maps / plans.	ED		AC+5	CCP 337(2) & (3); Statutes of limitations of 4 years. CCP 337.2; Statutes of limitations of 4 years. 48 CFR 4.703; 3 years after final payment. 48 CFR 4.705-1; 4 years after completion for accounting, payroll, purchasing records, et. al. State of California Guidelines: 5 years for feasibility studies.
11-02-03	Land Leases	For cell towers and City-owned property leased out to other entities.	ED		AC+4	CCP 337.2; Statutes of limitations of 4 years. 48 CFR 4.703; 3 years after final payment. 48 CFR 4.705-1; 4 years after completion for accounting, payroll, purchasing records, et. al.
11-03-00	<b>Revenue</b>					
11-03-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	All Depts		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
11-03-02	Community Facilities Districts	Includes annual tax reports.	ED		P	GC 34090(a); Permanent for land and property records. CCP 338; 3 year statute of limitations. State of California Guidelines; Permanent.
11-03-03	Tax Measures	Administrative materials including marketing, consultant coordination, public communications, surveys, measure ballot title, initiative and other measure related documents.	ED		AC+7	GC 34060; 2 year minimum requirement. EC 17200; 8 months after election closes for initiative and referendum petitions. State of California Guidelines: Current year plus 7 years for external promotional marketing materials. Administrative Decision: Maintain tax measure documents for 7 years after closure of the election to support the results.
11-03-04	Fee Studies & Updates	Includes cost allocation plans, fee study and updates.	ED		CY+3	2 CFR 200.334; Maintain cost plans for 3 years for federal awarded funds.
11-03-05	Master Fee Schedules		ED		CY+2	GC 34090; 2 years minimum.
11-04-00	<b>Montclair Housing Authority</b>					
11-04-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	All Depts		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
11-04-02	Annual Reports	Reports to HCD.	Housing		AC+3	24 CFR 570.490; 3 years for reports.
11-04-03	Resolutions	Includes draft agreements attached to the resolution prior to final signatures.	Housing	V, H	P	GC 34090(e); Permanent for decisions of the City. GC 40806; Maintain. State of California Guidelines; Permanent.

™ UFRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.

**City of Montclair  
Records Retention Schedule and UFIRST™ Index  
11-00-00 ECONOMIC DEVELOPMENT**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOBL/OLV/LOL/OSL/OR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +[Number] - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
11-05-00	<b>Montclair Housing Corporation</b>					
11-05-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	All Depts		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
11-05-02	Agendas & Agenda Packets		Housing		CY+2	GC 34090: 2 year minimum requirement. State of California Guidelines: Maintain for the Current Year plus 2 years.
11-05-03	Minutes		Housing	V, H	P	GC 34090e: Minutes of governing bodies, Permanent. GC 36814: Maintain record of proceedings. GC 40801: Maintain record of proceedings. State of California Guidelines: Permanent.
11-05-04	Resolutions		Housing	V, H	P	GC 34090(e): Permanent for decisions of the City. GC 40806: Maintain. State of California Guidelines: Permanent.
11-05-05	Contractual Agreements	Includes RFPs, signed agreement (property management, vendors, service providers), invoices for projects over \$5,000.	Housing		AC+4	CCP 337.2: Statutes of limitations of 4 years. 48 CFR 4.703: 3 years after final payment. 48 CFR 4.705-1: 4 years after completion for accounting, payroll, purchasing records, et. al.
11-05-06	Rehabilitation Projects	Rehabilitation of City affordable housing properties for multi-family and single family. Includes bid proposals, awarding of bids, progress payments / invoicing, progress photos, communications with contractors and related documents. Older files are in paper format. Not grant related; funded by lease revenues and economic development.	Housing		AC+4	CCP 337.2: Statutes of limitations of 4 years. 48 CFR 4.703: 3 years after final payment. 48 CFR 4.705-1: 4 years after completion for accounting, payroll, purchasing records, et. al.
11-05-07	Property Management	Ties into the contractual agreements. Communications between City staff and property management, invoicing, weekly meeting agendas and other property management related records.	Housing		CY+4	GC 34090: 2 year minimum requirement. State of California Guidelines: 4 years after audit. Administrative Decision: Maintain property management documents for the current year plus 4 years to match retention of accounts payable records.
11-05-08	Home Owner Associations	City liaison sits on the HOA board. Includes CCRs, board packets / agendas for voting HOAs, invoices (approved by the liaison) and communications.	Housing		CY+4	GC 34090: 2 year minimum requirement. State of California Guidelines: 4 years after audit. Administrative Decision: Maintain HOA documents for the current year plus 4 years to match retention of accounts payable records.
11-05-09	Annual Income Certifications	Certification for affordable housing eligibility not related to grants. Maintained in paper format. City audited annually.	Housing	C	CY+2	GC 34090: 2 year minimum requirement.
11-06-00	<b>Successor Agency / Former RDA Records</b>					
11-06-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	All Depts		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.

™ UFIRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.

City of Montclair  
Records Retention Schedule and UFIRST™ Index

11-00-00 ECONOMIC DEVELOPMENT

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LOV/LOIL/OSL/OR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
11-06-02	Redevelopment Plan		Housing		P	GC 34090(a); Real property records, maintain permanently.
11-06-03	Projects & Project Areas		Housing		P	State of California Guidelines; Permanent. GC 34090(a); Real property records, maintain permanently.
11-06-04	Property Acquisition		Housing		AC+10	State of California Guidelines; Permanent. CCP 337.15; 10 years after completion of construction or improvement.
11-06-05	Agendas / Agenda Packets		Housing		CY+2	State of California Guidelines; Completion expiration 10 years for acquisitions. GC 34090; 2 year minimum requirement.
11-06-06	Minutes		Housing	V, H	P	State of California Guidelines; Maintain for the Current Year plus 2 years. GC 34090e; Minutes of governing bodies, Permanent. GC 36814; Maintain record of proceedings.
11-06-07	Resolutions		Housing	V, H	P	GC 40801; Maintain record of proceedings. State of California Guidelines; Permanent. GC 34090(e); Permanent for decisions of the City GC 40806; Maintain. State of California Guidelines; Permanent.



**City of Montclair**  
**Records Retention Schedule and UFIRST™ Index**  
**12-00-00 POLICE DEPARTMENT**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOBL/OVI/OUIL/OSL/OR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +[Number] - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
12-01-20	<b>Administration / Chief of Police</b>					
12-01-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group. As of July 1, 2020 has case documents attached.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
12-01-02	Mark 43		PD Admin		ACT	Transitory Record; Maintain while active or until data is transferred to a new tracking system.
12-01-03	Policies & Procedures	Maintained in Lexipol electronically; Includes prior editions.	PD Admin	C	P	GC 34090: 2 year minimum requirement. State of California Guidelines: Permanent, no citation given.
12-01-04	Department Directives	May include general department procedures and legal directives.	PD Admin		P	GC 34090: 2 year minimum requirement. State of California Guidelines: Permanent, no citation given.
12-01-05	Personnel Files	Includes supervisor's personnel files. Maintained by the Police Department for the same retention as Human Resources personnel files.	PD Admin		AS+6	29 CFR 1627.3 - 4: 3 years after termination. 29 CFR 1602.30 - 32: 2 - 3 years after termination. 29 CFR 516 5 - 6: 3 years after action. 29 USC 1113: 6 years after date of last action. GC 12946: 4 years after termination or action. State of California Guidelines: 3 years after termination.
12-01-06	Personnel Orders	Includes vacation sign ups, work and duty schedules, paid overtime and special details.	PD Admin		CY+2	GC 34090: 2 year minimum requirement. State of California Guidelines: Current year plus 2 years for watch assignments, daily schedules and timekeeping records.
12-01-07	Civilian Complaints	Form completed by a civilian. Complaints may become formal investigations.	PD Admin		AC+7	GC 34090: 2 year minimum requirement. 42 USC 1983; Settlement of civil rights complaint plus 7 years.
12-01-08	Administrative Investigations		PD Admin	C	AC+15	PC 832.5(b) Statutory minimum is 5 years for no sustained misconduct and 15 years for sustained misconduct. EVC 1045: 5 years for conduct. PC 801.5: SOL of 4 years after event. PC 803(c): public officer, crime descriptions. VC 2547: SOL of 3 years for officer fraud. GC 12946: 4 years after completion/position filled.
12-01-09	Use of Force Review		PD Admin		CY+2	GC 34090: 2 year minimum requirement. State of California Guidelines: Current year plus 2 years for use of force files.
12-01-10	Pitchess Motions	Copy maintained with the officer's file.	PD Admin		CY+2	GC 34090: 2 year minimum requirement.
12-01-11	Retiree CCW Qualifications	Records of retirees for carrying firearms. Retirees need to qualify for carrying. Disqualified applications also maintained. Approved applications: Denied applications:	PD Admin		AE+2 CY+2	GC 34090: 2 year minimum requirement. PC 12071, Maintain records. PC 12078, Maintain records. State Recommendation, 2 years after the license expires.

™ UFIRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.



**City of Montclair  
Records Retention Schedule and UFRST™ Index  
12-00-00 POLICE DEPARTMENT**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOBL/OV/LI/OLOSLOR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +[Number] - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
12-01-12	Audio Recordings - Routine	Includes telephone and radio communications. If crime related, the District Attorney must request audio within 100 days of the date. The City Attorney will inform the PD about pending litigation, and will approve destruction of recordings on a monthly basis.	PD Admin		180 Days*	GC 34090.6; 100 days. If a claim is filed or pending litigation, retain until pending litigation is resolved and destroy with consent of the City Attorney. State of California Guidelines: 180 days for audio, telephone and radio communication tapes, with exceptions of recordings pertaining to GC 34090.6.
12-01-13	Audio / Video Recordings - Body-worn Cameras	Includes tape recordings and video from body-worn systems. *Non-evidence, Police Report with no arrest, detention/arrest, traffic/pedestrian contact with no Police Report. **Violent Crime Report, Use of Force, Administrative, Complaint Against Employee or Agency.	IT PD Admin / PD Records	C C	2Y 5Y or 15Y**	*State of California Guidelines: Current year plus 2 years for misdemeanors/infractions with no arrests, identifiable property or missing persons. **EVC 1045: Discovery of officer information on Internal Affairs cases. 5 year access limit. **CCP 338 et al.; up to 3 years after commission of offense or after realization of offense. **PC 832.5; 5 years after case closure with no sustained misconduct, 15 years with sustained misconduct; confidential document not for public exposure.
		***Critical Incident, Homicide.	PD Records	C	P***	***PC 799: No statutes of limitations on actions. ***CCP 335.1: Must commence action within 2 years. Indefinite retention is recommended by DOJ and CA Law Enforcement Officers Assoc. ***State of California Guidelines: Permanent.
12-01-14	Jail Inspection Records	Performed by various outside agencies.	PD Admin		AC+6	GC 34090; 2 year minimum requirement. State of California Guidelines: After completion plus 6 years for inspections by various agencies.
12-01-15	Asset Seizure/Forfeiture Form	For monies seized over a certain amount. Requested from a major crimes task force, and ultimately in Records with the case file. Seizure forms not related to a case are stored in Admin. Originals are maintained by the DA, a copy is maintained by the City.	PD Admin		CY+1	GC 34090.7; Duplicate records may be destroyed within the 2 year minimum retention period
12-01-16	Asset Forfeiture Use Funds	Disbursement of monies related to a closed case.	PD Admin		AC+5	US DOJ Guide to Equitable Sharing; 5 years for receipts and procurement documentation for all expenditures of shared funds, bank statements, Forms DAG-71 and TD F, ESACs, accounting and bookkeeping documents, logs and records, bank records and statements, and audit reports.
12-01-17	ESAC Annual Reports	Report showing what monies were spent and received by the City from asset Forfeiture. Federal Equitable Sharing Agreement Certification Form.	PD Admin		CY+5	US DOJ Guide to Equitable Sharing; 5 years for receipts and procurement documentation for all expenditures of shared funds, bank statements, Forms DAG-71 and TD F, ESACs, accounting and bookkeeping documents, logs and records, bank records and statements, and audit reports.

™ UFRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.

REV: 5/30/2024

**City of Montclair**  
**Records Retention Schedule and UFRIST™ Index**  
**12-00-00 POLICE DEPARTMENT**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LOV/OIL/OSL/OR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +[Number] - Plus Years (Y), Month (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
12-01-18	Military Equipment Annual Report	Copy maintained with the City Council agenda packet	PD Admin		ACT	GC 34090.7: Duplicates may be destroyed within the 2 year minimum period. Duplicates must not be kept longer than the retention life of the original record. Administrative Record, State of California Guidelines.
12-01-19	TJU Visa Form Reports	Reports to the State for human trafficking and victims of violent crimes.	PD Admin		AA+2	GC 34090: 2 year minimum requirement. State of California Guidelines: Current Year plus 2 years for weekly, monthly, quarterly, and annual activity/statistical reports.
12-01-20	Grant Applications and Programs, Approved	Incoming grants for the PD. Application and related documents.	PD Admin		AFP+5*	29 CFR 97.36(i)(1): 3 years after final payment. 29 CFR 97.42(b): 3 years after final payment. 2 CFR 200.334: 3 years after final expenditure report for federal grants. 24 CFR 570.502(a)(7)(i)(a): Deeds/CDBG activities, 4 years after closure of loan. State of California Guidelines: 5 years after grant closure. *State recommends referring to grant application close-out procedures, if any. GC 34090: 2 year minimum requirement.
12-01-21	Grant Applications and Programs, Not Approved	Incoming grants for the PD. Application and related documents.	PD Admin		AC+2	GC 12946: 4 years after completion/position filed. State of California Guidelines: 2 years after termination. Administrative Decision: Maintain volunteer files for 4 years after termination for those hired, and 4 years after position filled for denied applications to follow recruitment retention.
12-01-22	Police Explorer / Chaplain Program	Includes information from initial background checks, employment processing, emergency contact information, waivers, timekeeping, application and other documents. Explorers are not paid employees.	PD Admin	C	AT+4 AC+4	GC 12946: 4 years after completion/position filed. State of California Guidelines: 2 years after termination. Administrative Decision: Maintain volunteer files for 4 years after termination for those hired, and 4 years after position filled for denied applications to follow recruitment retention.
12-01-23	Police Reserves	Includes application, ride-along waiver, background authorization, supplemental background information form, criminal history and records checks, live scan fingerprinting, training, community service records, background letters to neighboring agencies, and ID cards. Denied applications maintained with recruitment files.	PD Admin	C	AT+4 AC+4	GC 12946: 4 years after completion/position filed. State of California Guidelines: 2 years after termination. Administrative Decision: Maintain volunteer files for 4 years after termination for those hired, and 4 years after position filled for denied applications to follow recruitment retention.
12-01-24	Background Investigations, Non-Hired Candidates		PD Admin	C	AC+4	PC 832.5: 5 years for officer complaints. State of California Guidelines: 2 years after position closes for Safety Personnel not hired. Administrative Decision: Maintain background checks for 4 years after the position is filled to meet HR recruitment retention requirements.
12-01-25	Audit Inspection Logs	California Board of State & Community Corrections.	PD Admin		AA+2	GC 34090: 2 year minimum requirement. State of California Guidelines: Current Year plus 2 years for weekly, monthly, quarterly, and annual activity/statistical reports.
12-01-26	Firearms	Records of department owned firearms.	PD Admin		S+2	GC 34090: 2 year minimum requirement. State of California Guidelines: 2 years after superseded for equipment inventory records.

™ UFRIST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.

**City of Montclair  
Records Retention Schedule and UFRST™ Index  
12-00-00 POLICE DEPARTMENT**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOBL/OVL/OJL/OSL/OR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +[Number] - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
12-01-27	Photographs	Police Department events, department photos, etc.	PD Admin		CY+2 AR	GC 34090: 2 year minimum requirement. Administrative Record, State of California Guidelines. Administrative Decision: Current year plus 2 years, review annually for historical content.
12-01-28	Juvenile Detention Logs		PD Admin		CY+6	GC 34090: 2 year minimum requirement. State of California Guidelines: Current year plus 6 years for jail logs.
12-01-29	Rosters		PD Admin		S+2	GC 34090: 2 year minimum requirement. State of California Guidelines: 2 years after superseded for divisional rosters.
12-01-30	Special Events		PD Admin		CY+2	GC 34090: 2 year minimum requirement. State of California Guidelines: Current year plus 2
12-01-31	Pawn Broker / Secondhand Dealer Licenses		PD Admin		CY+2	State of California Guidelines: Current year plus 2 years for Secondhand Dealers and Pawn Broker licenses.
12-01-32	Contracts & Agreements	Includes general service, supply and equipment contracts and agreements signed in-house by the Police Department. Copies sent to the City Clerk.	PD Admin		AC+4	CCP 337(2) & (3): Statutes of limitations of 4 years. CCP 337.2: Statutes of limitations of 4 years. 48 CFR 4.703: 3 years after final payment. 48 CFR 4.705-1: 4 years after completion for accounting, payroll, purchasing records, et. al.
12-01-33	Licenses	Includes workpapers and licenses for massage activities and other permits requiring PD approval.	PD Admin		AE+2	GC 34090: 2 year minimum requirement. State of California Guidelines: Current year plus 2 years for various business permits.
12-01-34	Press Releases	Released by the Police Department and published on the website.	PD Admin		CY+2	GC 34090: 2 years minimum. State of California Guidelines: Current year plus 2 years for press releases.
<u>12-02-00</u>	<u>Records</u>	<b>****Maintain all case files confidential while active. California Public Records Act to be consulted.</b>				
12-02-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record: Review annually for relevance to current subject matter or projects. Inclusion in an associated record series, or creation of a new record series.
12-02-02	Case Reports - All Other	Crime reports, DUI's, incidents, mandatory registrants, bookings/arrests, missing persons, restraining orders, criminal protective orders, NCIC entries. May include property, photos, field interview cards, additional documents and any other elements for the case. All files scanned and stored in the RMS system.	PD Records	V, C***	AR	<b>****Maintain all case files confidential while active. California Public Records Act to be consulted.</b>
	187 - Murders		PD Records	V, C***	P	PC 187, Definitions. PC 799: No statutes of limitations on actions. Indefinite retention is recommended by DOJ and CA Law Enforcement Officers Assoc.

™ UFRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.

**City of Montclair  
Records Retention Schedule and UFIRST™ Index**

**12-00-00 POLICE DEPARTMENT**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LOV/LOIL/OSL/OR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

**EXHIBIT B**

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
12-02-02	Accident Reports, Felony & Fatality Collisions		PD Records	V, C***	<b>AC+25</b>	PC 799; No statutes of limitations on actions. Indefinite retention is recommended by DOJ and CA Law Enforcement Officers Assoc. State of California Guidelines: Permanent. Administrative Decision: Maintain felony and fatality accident reports for 25 year after closure to follow other agency practices.
	Accident Reports, General & Misdemeanor Infractions		PD Records	V, C***	<b>AC+2</b>	GC 34090; 2 year minimum requirement. State of California Guidelines: Current year plus 2 years for misdemeanors/infractions with no arrests, identifiable property or missing persons. Administrative Decision: Maintain for 2 years after closure of the case.
	Child Abuse		PD Records	V, C***	<b>AC+10</b>	PC 11169; Maintain. PC 11170; 10 years from date of reporting, DOJ Recommendation. PC 288, 647; Definitions. PC 799, 801, 1, 803; No statutes of limitations on actions.
	Crimes with Death		PD Records	V, H, C***	<b>P</b>	CCP 335.1; Must commence action within 2 years. Indefinite retention is recommended by DOJ and CA Law Enforcement Officers Assoc. State of California Guidelines: Permanent.
	Drug / Sex Crime Registration	Sex offenders - Adult.	PD Records	V, C***	<b>L+2</b>	GC 34090; 2 years minimum.
		Sex offenders - Juvenile.	PD Records	V, C***	<b>*Varies</b>	*PC 290; definitions and references. W&IC 781; 5 years after record sealed or when juvenile reaches 38 years. Permanent if tried as an adult. State of California Guidelines: Life of registrant within jurisdiction for arson, sex and narcotics.
	Marijuana Related Crimes		PD Records	V, C***	<b>AC+2*</b>	HS 11361.5, 11361.7, 11357 B, C, D, or E; 2 years after case closure, *or until offender reaches the age of 18 years provided there are no active warrants associated with the case. Destroy Juvenile marijuana cases after age 18. H&S 11362.1; Legal adult use of cannabis products. *Combined cases may be retained for the longest applicable retention period. The District Attorney may vacate the conviction and the City may destroy the case file sooner than the retention period listed.
	Misdemeanors / Infractions, Filed		PD Records	V, C***	<b>AC+2</b>	GC 34090; 2 year minimum requirement. State of California Guidelines: Current year plus 2 years for misdemeanors/infractions with no arrests, identifiable property or missing persons.

City of Montclair  
Records Retention Schedule and UFIRST™ Index

12-00-00 POLICE DEPARTMENT

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LOV/LOL/OSL/OR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

EXHIBIT B

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
12-02-02	Misdemeanors / Infractions, Not Filed	Misdemeanors with no leads, no convictions or arrests not filed.	PD Records	V, C***	AC+3	GC 34090: 2 year minimum requirement. CCP 338: up to 3 years after commission of offense or after realization of offense. State of California Guidelines: Current year plus 2 years for misdemeanors/infractions with no arrests, identifiable property or missing persons.
	Missing Persons		PD Records	V, C***	AC+2	GC 34090: 2 year minimum requirement. State of California Guidelines: Current year plus 2 years for non-criminal occurrences, including missing persons where person has been returned/round. DOJ recommends permanent for unsolved missing persons.
	Officer Involved Shootings	Includes shootings.	PD Records	V, C***	AC+25	EVC 1045: Discovery of officer information on Internal Affairs cases. 5 year access limit. PC 832.5: 5 years after case closure with no sustained misconduct. 15 years with sustained misconduct; confidential document not for public exposure. VC 2542 & 2547: Officer fraud or misrepresentation. 3 years after act or omission. State Recommendation: Closure of case plus 25 years. DOJ regulates, if not involving felonies, the report can be destroyed after 3 years, provided that accounting of incident has been placed with the case file.
	Robberies / Burglary		PD Records	V, C***	AC+3	CCP 338 et al.: up to 3 years after commission of offense or after realization of offense. State Recommendation: Closure of case plus 3 years.
	Sex Crimes	Includes child molestation, rape and other sex crimes.	PD Records	V, C***	L+2	PC 261: Definitions. PC 220: Definitions & punishments. PC 286: Definitions & punishments. PC 288: Definitions & punishments. PC 289: Definitions & punishments. W&I 781: Juvenile records, when offender reaches age 38, or 5 years after records are sealed. Department of Justice recommends 25 years. Administrative Decision: Maintain sex crime cases for 2 years after proof of offender's death.
	Stolen Vehicles		PD Records	V, C***	AC+3	CCP 338 et al.: up to 3 years after commission of offense or after realization of offense. State Recommendation: Closure of case plus 3 years.
	Unattended Death / Suicide	Suspicious Circumstances No suspicious circumstances	PD Records PD Records	V, H, C*** V, C***	P AC+2	GC 34090: 2 year minimum requirement. PC 799: No statutes of limitations on actions. Indefinite retention is recommended by DOJ and CA Law Enforcement Officers Assoc. State of California Guidelines: Permanent.

™ UFIRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.

City of Montclair  
Records Retention Schedule and UFIRST™ Index

EXHIBIT B

12-00-00 POLICE DEPARTMENT

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOBL/OV/LOI/LSL/LSR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +[Number] - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
12-02-02	5585 Hold Cases - Minors		PD Records	V, C***	P	GC 34090: 2 year minimum requirement. State of California Guidelines: Current year plus 2 years for non-criminal occurrences. Administrative Decision: Maintain 5585 hold cases permanently to track history of the event.
	5150 Hold Cases - Adults		PD Records	V, C***	P	GC 34090: 2 year minimum requirement. State of California Guidelines: Current year plus 2 years for non-criminal occurrences. Administrative Decision: Maintain 5150 hold cases permanently to track history of the event.
12-02-03	CHP 187 Vehicle Pursuits	Includes a log tracking filing and sending the report, a summary of the actions, and proof of delivery from the CHP.	PD Records		IND	VC 17004.7: Maintain vehicle pursuit records, no retention.
12-02-04	Record Sealing	Adults	PD Records	V, C***	AC+3*	PC 851.8(a), Factually innocent records, 3 years after arrest, *with district attorney approval.
12-02-05	Record Sealing	Juveniles	PD Records	V, C***	AC+5**	Date of court ordered destruction. W&IC 781: 5 years after sealed by court order for at-risk youth; **W&IC 781: When juvenile reaches the age of 38 for murder and/or sex crimes occurring before the child is 14 years of age. **W&IC 781: For murder and/or sex crimes occurring on or after the child reaches age 14, DO NOT DESTROY.
12-02-06	Jail Logs		PD Records		CY+6	GC 34090: 2 year minimum requirement. State of California Guidelines: Current year plus 6 years for jail logs.
12-02-07	Citation Book Log	Form printed out for issuing citation books to officers.	PD Records		CY+2	GC 34090: 2 year minimum requirement. State of California Guidelines: Current year plus 2 years for parking and traffic citations.
12-02-08	Case Assignment Logs		PD Records		CY+2	GC 34090: 2 year minimum requirement. State of California Guidelines: Current year plus 1 year for case assignment logs.
12-02-09	CORI Release Logs		PD Records		CY+2	GC 34090: 2 year minimum requirement. State of California Guidelines: Current year plus 2 years for various police logs.
12-02-10	Subpoena Logs		PD Records		CY+2	GC 34090: 2 year minimum requirement. State of California Guidelines: Current year plus 2 years for subpoena logs.
12-02-11	Teletypes	Used for contacting other agencies, locating vehicles and missing persons, BOLOs and 10 minute hit requests / responses.	PD Records		CY+2	GC 34090: 2 year minimum requirement.
12-02-12	Citations - Parking / Traffic		PD Records		CY+2	GC 34090: 2 year minimum requirement. State of California Guidelines: Current year plus 2 years for parking and traffic citations.

™ UFIRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.



**City of Montclair**  
**Records Retention Schedule and UFIRST™ Index**  
**12-00-00 POLICE DEPARTMENT**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/L/OL/LOSL/OLR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
12-02-13	Citations - Administrative / Notice to Appear		PD Records		CY+2	GC 34090: 2 year minimum requirement. State of California Guidelines: Current year plus 2 years for parking and traffic citations.
12-02-14	Cash Receipt Books	Log of monies receive at the PD counter.	PD Records		CY+4	GC 34090: 2 year minimum requirement. CCP 337: Statute of limitations of 4 years. State of California Guidelines: 4 years after annual audit.
12-02-15	Criminal Background Checks	Requests for local criminal checks for law enforcement job applicants.	PD Records		CY+3	GC 34090: 2 year minimum requirement. CCP 340: 1 year statute of limitations. 11 CCR 707(c): 3 years after release of record.
12-02-16	Local Records Check	Includes requests from persons residing in the City asking for a cursory records check through our RMS system to ascertain if the person has any negative information on file in our RMS system. This request results in a letter stating the results of the records check.	PD Records		CY+2	GC 34090: 2 year minimum requirement.
12-02-17	Live Scan Fingerprinting	Includes fingerprinting applications for City employees and certain companies/entities.	PD Records	C	CY+2	GC 34090: 2 year minimum requirement. State of California Guidelines: Maintain fingerprint information for city employment for 2 years after termination.
12-02-18	Statistical Report Requests	Reports and data produced on request and distributed to requesting divisions/units, departments, agencies or the public.	PD Records		CY+2	GC 34090: 2 year minimum requirement. State of California Guidelines: Current year plus 2 years for weekly, monthly, quarterly and annual statistical reports.
12-02-19	Monthly DOJ/BR (MACR) Report	Electronic statistical report for future analysis. MACR - Monthly Arrest & Citations Register - DOJ form JUS 750. Now automatically pulled from Mark 43 for reporting.	PD Records		CY+2	GC 34090: 2 year minimum requirement. State of California Guidelines: Current year plus 2 years for weekly, monthly, quarterly and annual statistical reports.
12-02-20	Ride Along / Sit Along Waiver		PD Records		CY+3	CCP 340.5 Healthcare providers is 3 years after occurrence or 1 year after the patient discovers the injury, whichever comes first. CCP 340.8: Exposure to hazardous substances: 2 years after exposure, or 2 years after patient discovers injury, whichever is later. 8 CCR 3203(b)(1): Injury & Illness Prevention Program inspection records, maintain at least 1 year.
12-02-21	False Alarm Claims	Cards maintained by PD. Finance invoices the offender.	PD Records		CY+2	GC 34090: 2 year minimum requirement. State of California Guidelines: Current year plus 2 years for false alarm records.
12-02-22	Tow Logs - Private Property/Repos		PD Records		CY+2	GC 34090: 2 year minimum requirement
12-03-00	<b>Support Svcs - Investigations</b>					
12-03-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record: Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.

™ UFIRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.

**City of Montclair**  
**Records Retention Schedule and UFRST™ Index**  
**12-00-00 POLICE DEPARTMENT**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOBL/OVI/OUIL/OSL/OR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Month (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
12-03-02	Informant Files	Confidential files maintained in paper form and reviewed annually for activity. Includes vice crimes (gang, narcotics, prostitution, robbery).	Detective Bureau	C	AT+10	GC 34090: 2 year minimum requirement. State of California Guidelines: 10 years after termination for informant files, no citation stated.
12-03-03	Registrant Files	Arson, sex and drug registrants.	Detective Bureau	C	L+2	*PC 290: definitions and references. W&IC 781: 5 years after record sealed or when juvenile reaches 38 years. Permanent if tried as an adult. PC 186.32: 5 years after last registration requirement. *PC 457: Arson registration for juveniles, 25 years of age or when records are sealed per W&IC 781 State of California Guidelines: Life of registrant within jurisdiction for arson, sex and narcotics.
12-03-04	Pawn Slips	Includes pawn slips and secondhand dealer consignment slips / tickets.	Detective Bureau		CY+2	GC 34090: 2 year minimum requirement. State of California Guidelines: Current year plus 2 years for Secondhand Dealers and Pawn Brokers.
<b>12-04-00</b>	<b>Support Svcs - Patrol</b>					
12-04-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record: Review annually for relevance to current subject matter or projects. Inclusion in an associated record series, or creation of a new record series.
12-04-02	Field Training	Filed by officer containing handouts, daily evaluations, qualification criteria and training scenarios. Maintained electronically in LEFTA.	PD Admin		AS+7	GC 34090: 2 year minimum requirement. 29 CFR 1627.3(b): 1 year for training records. GC 12946: 4 years after termination. GC 7920.000: PRA, confidential record status. State of California Guidelines: 7 years after termination, no specific citation given. 2 years after termination for certificates and designations training.
12-04-03	Division Files	Includes written counseling, performance improvement plans, commendations, trimester evaluations, sick leave slips, Documents signed by the individual officer. Transitory working file that leads to the officer's performance appraisal maintained in the personnel file. Dispatch and Records maintain division files on all employees.	PD Admin		AS+6	29 CFR 1627.3 - 4: 3 years after termination. 29 CFR 1602.30 - 32: 2 - 3 years after termination. 29 CFR 516.5 - 6: 3 years after action. 29 USC 1113: 6 years after date of last action. GC 12946: 4 years after termination or action. State of California Guidelines: 3 years after termination.
12-04-04	Patrol Sergeant Shift Reports	Maintained electronically on the Z drive.	PD Admin		CY+2	GC 34090: 2 year minimum requirement. State of California Guidelines: Current year plus 2 years for watch assignments, daily schedules and timekeeping records.
12-04-05	Exposure Logs	Log book of exposures not separated by employee. Also forwarded to HR for medical file.	PD Admin		CY+30	8 CCR 15400: Maintain reports. LC 90 - 139.6: 5 years for auditing. LC 6410: OSHA, maintain. 29 CFR 1627.3(b)(1): 1 year from action. 29 CFR 1910.1020: 30 years after employee termination State of California Guidelines: 30 after completion/closure.

™ UFRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.



**City of Montclair**  
**Records Retention Schedule and UFIRST™ Index**  
**12-00-00 POLICE DEPARTMENT**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOBL/OLV/LOL/OSL/OR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +[Number] - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
12-04-06	Daily Activity Logs		PD Admin		CY+2	GC 34090: 2 year minimum requirement. State of California Guidelines: Current year plus 2 years for watch assignments, daily schedules and timekeeping records.
12-05-00	<b>Support Svcs - Training</b>					
12-05-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
12-05-02	Range Books	Includes range lesson plans, firearms safety plan, weapon maintenance, firearm training manuals, simulation training, range master and safety officer for firearms and less-lethal weapons. Maintained annually in binders.	PD Admin		AC+15	GC 34090: 2 year minimum requirement. State of California Guidelines: 15 years after completion for range lesson plans. No citation given.
12-05-03	Officer Training Records	Filed by officer. Maintained electronically in TMS and LEFTA.	PD Admin		AS+7	GC 34090: 2 year minimum requirement. 29 CFR 1627.3(b): 1 year for training records. GC 12946: 4 years after termination. GC 7920.000: PRA, confidential record status. State of California Guidelines: 7 years after termination, no specific citation given. 2 years after termination for certificates and designations training.
12-05-04	Internal Instructor Training Programs	Includes class outline, tests, percentages, roster, handouts, instructor's qualifications and resumes, qualification criteria and training scenarios, range lesson plans, firearms safety plan, weapon maintenance, firearm training manuals, simulation training, range master and safety officer for firearms and less-lethal weapons. Copy of the program posted to the website.	PD Admin		AC+15	GC 34090: 2 year minimum requirement. 29 CFR 1627.3(b): 1 year for training records. State of California Guidelines: 15 years after completion for range lesson plans. No citation given.
12-05-05	CLETS Training	Includes agency terminal coordinator records, and training and recertification records.	PD Admin		AS+7	GC 34090: 2 year minimum requirement. 29 CFR 1627.3(b): 1 year for training records. GC 12946: 4 years after termination. GC 7920.000: PRA, confidential record status. State of California Guidelines: 7 years after termination, no specific citation given. 2 years after termination for certificates and designations training.
12-06-00	<b>Support Svcs - Technical Services</b>					
12-06-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
12-06-02	Equipment Calibrations	Preliminary Alcohol Screening Device and radar calibration.	Tech Svcs		AT+2	GC 34090: 2 year minimum requirement. State of California Guidelines: 2 years after termination of use of equipment for radar calibration records

™ UFIRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.

City of Montclair  
Records Retention Schedule and UFRST™ Index

**EXHIBIT B**

**12-00-00 POLICE DEPARTMENT**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LOV/LOI/LOS/LOR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
12-06-03	Equipment Inventory	Equipment issued to officers and other department equipment. Historic information maintained in TMS.	Tech Svcs		<b>S+2</b>	GC 34090: 2 year minimum requirement State of California Guidelines: 2 years after superseded for equipment inventory records
12-06-04	Vehicle Assignments	Vehicles assigned to PD. Maintained in TMS.	Tech Svcs		<b>CY+2</b>	GC 34090: 2 year minimum requirement. State of California Guidelines: 2 years plus the current year for daily activity logs.
12-06-05	Auction Reports		Tech Svcs		<b>CY+2</b>	GC 34090: 2 year minimum requirement. State of California Guidelines: 2 years after financial audit for surplus property auctions including listings of property.
12-06-06	Surveillance Recordings - Police Facilities	Includes in-building and parking lot surveillance.	Tech Svcs		<b>180 Days</b>	GC 34090.6: 100 days. *If a claim is filed or pending litigation, retain with the case file. State of California Guidelines: 180 days for audio, telephone and radio communication tapes, with exceptions of recordings pertaining to GC 34090.6
12-06-07	Vehicle / Equipment Service Schedules				<b>LOV+2</b>	GC 34090: 2 year minimum requirement. State of California Guidelines state life of the vehicle plus 2 years for fuel, maintenance and repair records of vehicles. State does not reference any citations.
12-07-00	<b>Support Svcs - Property &amp; Evidence</b>					
12-07-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		<b>AR</b>	Administrative Record: Review annually for relevance to current subject matter or projects. Inclusion in an associated record series, or creation of a new record series.
12-07-02	Civil Subpoenas		Property		<b>CY+2</b>	GC 34090.7: Duplicate records may be destroyed at any point before the total retention period. State of California Guidelines: Current year plus 2 years. Courts/County maintain the original record.
12-07-03	Disturbance of the Peace	Forms left at the location of disturbance.	Property		<b>AC+3</b>	GC 34090: 2 year minimum requirement. CCP 338: up to 3 years after commission of offense or after realization of offense. State of California Guidelines: Current year plus 2 years for misdemeanors/infractors with no arrests, identifiable property or missing persons. Administrative Decision: Maintain forms for 3 years after completion to coincide with unfiled misdemeanor retention.
12-07-04	Evidence Room Entry Logs		Property		<b>CY+2</b>	GC 34090: 2 year minimum requirement. State of California Guidelines: Current year plus 2 years for various police logs.
12-08-00	<b>Field Svcs - Dispatch</b>					
12-08-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		<b>AR</b>	Administrative Record: Review annually for relevance to current subject matter or projects. Inclusion in an associated record series, or creation of a new record series.

City of Montclair  
Records Retention Schedule and UFIRST™ Index

12-00-00 POLICE DEPARTMENT

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AF - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LOV/LOIL/OS/LO - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

EXHIBIT B

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
12-08-02	Communication Training Program		Dispatch		<b>AS+7</b>	GC 34090; 2 year minimum requirement. 29 CFR 1627.3(b); 1 year for training records. GC 12946; 4 years after termination. GC 7920.000; PRA, confidential record status. State of California Guidelines: 7 years after termination, no specific citation given. 2 years after termination for certificates and designations training.
12-08-03	Audio Recordings - Telephone / Radio		Dispatch		<b>180 Days*</b>	GC 34090.6; 100 days. If a claim is filed or pending litigation, retain until pending litigation is resolved and *destroy with consent of the City Attorney. State of California Guidelines: 180 days for audio, telephone and radio communication tapes, with exceptions of recordings pertaining to GC 34090.6.
12-08-04	Call Cards	Manually handwritten call cards for when the system is unavailable.	Dispatch		<b>AC+3</b>	GC 34090; 2 year minimum requirement. CCP 338; 3 year statute of limitations. CCP 340.5; 3 year statute of limitations. State of California Guidelines: Maintain dispatch logs for 3 years after completion. Administrative Decision: Maintain call cards for 3 years after completion to coincide with dispatch logs.
12-08-05	Dispatch Logs		Dispatch		<b>AC+3</b>	GC 34090; 2 year minimum requirement. CCP 338; 3 year statute of limitations. CCP 340.5; 3 year statute of limitations. State of California Guidelines: Maintain dispatch logs for 3 years after completion.

**City of Montclair  
Records Retention Schedule and UFIRST™ Index  
13-00-00 FIRE SERVICES**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LOV/LOI/LOSLOR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
13-01-30	<b>Fire Administration</b>					
13-01-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
13-01-02	ImageTrend	Used for incidents, inspection tracking and resident contact information. Formerly FireRMS	Fire		ACT	Transitory Record: Maintain while active or until data is transferred to a new tracking system.
13-01-03	FirstDUE	Used for inspections, EOC team coordination and other activities.	Fire		ACT	Transitory Record: Maintain while active or until data is transferred to a new tracking system.
13-01-04	Vector Scheduling	Creates rosters for personnel and used to create timesheets for Finance.	Fire		ACT	Transitory Record: Maintain while active or until data is transferred to a new tracking system.
13-01-05	Policies & Procedures	Includes interoffice procedures and directives from the Fire Chief. Maintained in Lexipol.	Fire		P	GC 34090; 2 year minimum requirement. State of California Guidelines; Permanent, no citation given.
13-01-06	Internal Investigations	Includes complaints about fire personnel and associated investigations.	Fire		AT+6	GC 12946: Until resolved. 29 CFR 1602.14; 1 year after action/change. State of California Guidelines; 2 years after termination for general employees, 5 years after termination for safety employees. Administrative Decision: Maintain investigations for 6 years after termination to follow the personnel file retention period.
13-01-07	Strike Team Activities	Used to submit forms for reimbursement from the State.	Fire		CY+4	GC 34090; 2 year minimum requirement. CCP 337; Statute of limitations of 4 years.
13-01-08	Ride Alongs	Includes a waiver form for ride alongs.	Fire		CY+3	CCP 340.5 Healthcare providers is 3 years after occurrence or 1 year after the patient discovers the injury, whichever comes first. CCP 340.8: Exposure to hazardous substances; 2 years after exposure, or 2 years after patient discovers injury, whichever is later. 8 CCR 3203(b)(1); Injury & Illness Prevention Program inspection records, maintain at least 1 year.
13-01-09	Daily Activity Logs	Maintained in both paper and electronic. Includes activities tracked for the day by the Captain.	Fire		CY+2	GC 34090; 2 year minimum requirement. State of California Guidelines; Current year plus 2 years for various daily logs.
13-01-10	Daily Time Sheets	Completed by staff to show what projects or staff they work with daily.	Fire		CY+6	GC 34090; 2 year minimum requirement. 29 CFR 516.2; Maintain. 29 CFR 516.6; 2 years. R&T 19530; 3 years after tax return due. R&T 19704; 6 year statute of limitations. LC 1174; 2 years after pay period. 26 CFR 31.6001-1; 4 years after tax return due. 29 USC 255(a); 2 to 3 years statute of limitations for minimum wages. State of California Guidelines; 6 years after audit.

City of Montclair  
Records Retention Schedule and UFIRST™ Index

13-00-00 FIRE SERVICES

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOBL/OV/LOI/OSL/OR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
13-01-11	BBQ Permits	Normally a one day permit for inground BBQ.	Fire		<b>AE+2</b>	GC 34090; 2 year minimum requirement. State of California Guidelines: Current year plus 2 years for Temporary Use Permits.
13-01-12	Grant Applications & Agreements		Fire		<b>AFP+5</b>	29 CFR 97.36(i)(1); 3 years after final payment. 29 CFR 97.42(b); 3 years after final payment. 2 CFR 200.334; 3 years after final expenditure report for federal grants. 24 CFR 570.502(a)(7)(i)(a); Deeds/CDBG activities, 4 years after closure of loan. State of California Guidelines: 5 years after grant closure. *State recommends referring to grant application close-out procedures, if any.
<b>13-02-00</b>	<b>Fire Suppression &amp; Equipment</b>					
13-02-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		<b>AR</b>	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
13-02-02	Fire Investigations	Non-arson investigations. Presumed arson incidents investigated by Police or the County.	Fire		<b>AC+3</b>	CCP 338; 3 year statute of limitations for action.
13-02-03	Incident Report Request	Includes requests for incident reports.	Fire		<b>AC+2</b>	GC 34090; 2 year minimum requirement. State of California Guidelines; 2 years after completion.
13-02-04	Personal Protective Clothing & Equipment Inspections	Annual tests for all personal protective clothing and equipment.	Fire		<b>CY+10</b>	GC 34090; 2 year minimum requirement. CCP 340.5; Healthcare providers; 3 years after occurrence or 1 year after the patient discovers the injury, whichever comes first. CCP 340.8; Exposure to hazardous substances; 2 years after exposure, or 2 years after patient discovers injury, whichever is later. 8 CCP 3203(b)(1); Injury & Illness Prevention Program inspection records, maintain at least 1 year. Administrative Decision; Possibility of defending an equitable indemnity claim up to 5 years and 10 years for the life of the equipment.
13-02-05	SCBA Fil & Flow Test	Annual tests for both person and unit.	Fire		<b>P</b>	8 CCR 3203; IPP training, at least 1 year. State of California Guidelines; 2 years after superseded for training materials. Individual training information maintained by employee is retained for termination/separation plus 2 years, per State of California Guidelines. Administrative Decision; Permanent for long term potential medical issues and varying retention periods of the citations.
13-02-06	Hose Testing Records		Fire		<b>CY+2</b>	GC 34090; 2 year minimum requirement. State of California Guidelines; Current year plus 2 years for equipment and gear logs.

**City of Montclair  
Records Retention Schedule and UFIRST™ Index**

**13-00-00 FIRE SERVICES**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOBL/OVI/OIL/OSS/LOR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, + (Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
13-02-07	Ladder Testing		Fire		<b>CY+2</b>	GC 34090: 2 year minimum requirement. State of California Guidelines: Current year plus 2 years for equipment and gear logs.
13-02-08	Fresh Air Compressor / SCBA Fill Station Inspections	Inspection by an outside company with resulting certificate of compliance.	Fire		<b>P</b>	GC 34090: 2 year minimum requirement. CCP 340.5: Healthcare providers: 3 years after occurrence or 1 year after the patient discovers the injury, whichever comes first. CCP 340.8: Exposure to hazardous substances: 2 years after exposure, or 2 years after patient discovers injury, whichever is later. State of California Guidelines: Current year plus 2 years for equipment and gear logs. Administrative Decision: Permanent for long term potential medical issues and varying retention periods of the citations.
13-02-09	Daily Vehicle Inspection Log	Inspection of vehicles by drivers prior to driving. Required by the DOT. Includes safety equipment, liquid levels, tire condition, appearance, operations, lights and other aspects. Through Vector Solutions.	Fire		<b>CY+2</b>	GC 34090: 2 year minimum requirement. State of California Guidelines: 2 years plus the current year.
<b>13-03-00</b>	<b>Emergency Medical Services</b>					
13-03-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		<b>AR</b>	Administrative Record: Review annually for relevance to current subject matter or projects. Inclusion in an associated record series, or creation of a new record series.
13-03-02	Patient Care Reports	Includes refusal of care and the patient care report. Produced and maintained digitally in ImageTrend software system since 2016.	Fire	C	<b>AC+7*</b>	GC 34090: 2 year minimum requirement. CCP 340.5: Healthcare providers: 3 years after occurrence or 1 year after the patient discovers the injury, whichever comes first. CCP 340.8: Exposure to hazardous substances: 2 years after exposure, or 2 years after patient discovers injury, whichever is later. 22 CCR 70751: 7 years for patient records for adults, *2 years after 18th birthday for unemancipated minors.
13-03-03	Narcotic Administration Log	Log of administration of narcotics and distribution of remaining narcotics. Monthly log.	Fire		<b>AC+5</b>	GC 34090: 2 year minimum requirement. CCP 340.5: Healthcare providers: 3 years after occurrence or 1 year after the patient discovers the injury, whichever comes first. Administrative Decision: Possibility of defending an equitable indemnity claim up to 5 years.

City of Montclair  
Records Retention Schedule and UFIRST™ Index

**EXHIBIT B**

**13-00-00 FIRE SERVICES**

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOBL/OV/LOIL/OSL/OR - Life of Board, Building, Vehicle, Improvement, System or Registrant, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +(Number) - Plus Years (Y), Months (M), Weeks (W) or Days (D) (default = years unless noted otherwise)

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
13-03-04	Paramedic Check Sheets	Forms used by paramedics to document equipment checks, medication inventories, ordering supplies. Three reports: Daily, monthly, medical supply order forms. Stored in Vector CheckIT since 2022.	Fire		<b>AC+5</b>	GC 34090; 2 year minimum requirement. CCP 340.5; Healthcare providers: 3 years after occurrence or 1 year after the patient discovers the injury, whichever comes first. CCP 340.8; Exposure to hazardous substances; 2 years after exposure, or 2 years after patient discovers injury, whichever is later. Administrative Decision: Possibility of defending an equitable indemnity claim up to 5 years.
13-03-05	EMT-/EMT-Basic Certification & Paramedic License Cards	Certification records and continued education records to validate requirements. Maintained in Vector Solutions since 2022. Department is a continuing education provider.	Fire	C	<b>AS+2</b>	GC 34090; 2 year minimum requirement. State of California Guidelines: 2 years after termination/separation for certifications and designations.
<b>13-04-00</b>	<b>Training</b>					
13-04-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		<b>AR</b>	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
13-04-02	Training Materials & Schedules	Includes initial academy classes, hazmat training and other training classes.	Fire		<b>AS+7</b>	GC 34090; 2 year minimum requirement. 29 CFR 1627.3(b); 1 year for training records. GC 12946; 4 years after termination. State of California Guidelines: Current year plus 7 years for non-safety training records. Current year plus 2 years for certificates and designations training.
13-04-03	Continuing Education Course Rosters		Fire		<b>CY+7</b>	GC 34090; 2 year minimum requirement. 29 CFR 1627.3(b); 1 year for training records. GC 12946; 4 years after termination. State of California Guidelines: Current year plus 7 years for non-safety training records. Current year plus 2 years for certificates and designations training.

™ UFIRST trademarked in 1999 and © Citations and Legal Basis copyrighted in 2023 by Records Control Services, Inc. All rights reserved.





# CITY COUNCIL AGENDA REPORT

---

<b>DATE:</b>	JULY 15, 2024	<b>FILE I.D.:</b>	STB300-17
<b>SECTION:</b>	CONSENT - RESOLUTIONS	<b>DEPT.:</b>	FINANCE
<b>ITEM NO.:</b>	2	<b>PREPARER:</b>	C. GRAVES
<b>SUBJECT:</b>	CONSIDER ADOPTION OF RESOLUTION NO. 24-3446 AUTHORIZING PLACEMENT OF LIENS ON CERTAIN PROPERTIES FOR DELINQUENT SEWER AND TRASH CHARGES		

---

**REASON FOR CONSIDERATION:** Staff has identified 176 sewer and trash accounts in the odd-numbered-month billing cycle that are more than three billing periods delinquent. Pursuant to Montclair Municipal Code Chapter 1.12, these properties are subject to lien.

**BACKGROUND:** Ordinance No. 02-815 authorizes the placement of liens on properties on which delinquent civil debts have accrued and makes property owners responsible for delinquent sewer and trash charges accrued after the effective date of the Ordinance (March 1, 2002) for accounts in tenants' names. Prior to the City Council's adoption of Ordinance No. 02-815, property owners were responsible for only those accounts in their own names.

**FISCAL IMPACT:** Recoverable amount is \$62,139.54, plus \$3,520.00 for release of lien fees, plus \$8,800.00 in lien fees, for a total of \$74,459.54.

**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 24-3446 authorizing placement of liens on certain properties for delinquent sewer and trash charges.



RESOLUTION NO. 24-3446

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AUTHORIZING PLACEMENT OF LIENS ON CERTAIN PROPERTIES FOR DELINQUENT SEWER AND TRASH ACCOUNTS

WHEREAS, Chapter 1.12 of the Montclair Municipal Code authorizes the City to place liens on properties on which delinquent civil debts have accrued; and

WHEREAS, all owners of property in the City of Montclair were notified about the adoption of Ordinance No. 02-815 authorizing placement of liens on properties on which delinquent civil debts have accrued; and

WHEREAS, it has been determined that there are 176 sewer and/or trash accounts on which there are delinquencies in excess of 90 days; and

WHEREAS, the owners of these properties have received regular billing statements and late notices since the onset of such delinquencies; and

WHEREAS, the owners of these properties were notified on June 6, 2024, that their delinquent accounts are subject to causing a lien to be placed on their properties for settlement of such delinquencies; and that such liens would be considered for approval by the Montclair City Council on Monday, July 15, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair approves the placement of liens on the properties and in the amounts specified in Exhibit A, entitled Report of Delinquent Civil Debts - July 2024, attached hereto.

BE IT FURTHER RESOLVED that the City Clerk is authorized to provide the San Bernardino County Auditor/Controller-Recorder with the documents required to cause such liens to be placed.

APPROVED AND ADOPTED this XX day of XX, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

I, Andrea M. Myrick, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 24-3446 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2024, and that it was adopted by the following vote, to-wit:

AYES: XX  
NOES: XX  
ABSTAIN: XX  
ABSENT: XX

\_\_\_\_\_  
Andrea M. Myrick  
City Clerk

Exhibit A to Resolution No. 24-3446  
Report of Delinquent Civil Debts - July 2024

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
5356	Alamitos Street	Residential	689.29	20.00	50.00	759.29
5389	Alamitos Street	Senior	296.41	20.00	50.00	366.41
9757	Amherset Avenue	Residential	335.42	20.00	50.00	405.42
9910	Amherset Avenue	Residential	335.42	20.00	50.00	405.42
10065	Amherset Avenue	Residential	235.58	20.00	50.00	305.58
9909	Bel Air Avenue	Residential	335.42	20.00	50.00	405.42
9982	Bel Air Avenue	Residential	215.01	20.00	50.00	285.01
10045	Bel Air Avenue	Residential	335.44	20.00	50.00	405.44
10083	Bel Air Avenue	Senior	299.52	20.00	50.00	369.52
4327	Benito Street	Commercial	241.78	20.00	50.00	311.78
4435	Benito Street	Residential	328.93	20.00	50.00	398.93
4460	Benito Street	Residential	337.20	20.00	50.00	407.20
4553	Benito Street	Residential	331.52	20.00	50.00	401.52
4814	Benito Street	Senior	300.04	20.00	50.00	370.04
4824	Benito Street	Residential	340.22	20.00	50.00	410.22
5428	Benito Street	Residential	470.75	20.00	50.00	540.75
5429	Benito Street	Residential	335.42	20.00	50.00	405.42
5566	Benito Street	Residential	221.99	20.00	50.00	291.99
5598	Benito Street	Residential	366.38	20.00	50.00	436.38
9384	Benson Avenue	Residential	304.80	20.00	50.00	374.80
9590	Benson Avenue	Residential	332.35	20.00	50.00	402.35
4341	Berkeley Street	Senior	235.15	20.00	50.00	305.15
4843	Berkeley Street	Residential	335.42	20.00	50.00	405.42
5353	Berkeley Street	Residential	385.78	20.00	50.00	455.78
5382	Berkeley Street	Residential	261.96	20.00	50.00	331.96
5392	Berkeley Street	Residential	334.83	20.00	50.00	404.83
9543	Bolton Avenue	Residential	337.03	20.00	50.00	407.03
9598	Bolton Avenue	Residential	335.42	20.00	50.00	405.42
9768	Bolton Avenue	Residential	330.18	20.00	50.00	400.18
4541	Bonnie Brae Street	Residential	335.42	20.00	50.00	405.42
4576	Bonnie Brae Street	Residential	334.86	20.00	50.00	404.86
4599	Bonnie Brae Street	Residential	314.30	20.00	50.00	384.30
5450	Bonnie Brae Street	Residential	362.10	20.00	50.00	432.10
5509	Bonnie Brae Street	Residential	282.97	20.00	50.00	352.97
4776	Brooks Street	Residential	470.75	20.00	50.00	540.75
4443	Cambridge Street	Residential	335.42	20.00	50.00	405.42
4853	Cambridge Street	Residential	703.01	20.00	50.00	773.01
5438	Cambridge Street	Residential	312.17	20.00	50.00	382.17
5448	Cambridge Street	Senior	301.50	20.00	50.00	371.50
5470	Cambridge Street	Residential	335.42	20.00	50.00	405.42
5471	Cambridge Street	Residential	335.42	20.00	50.00	405.42
5561	Cambridge Street	Residential	335.70	20.00	50.00	405.70
5645	Cambridge Street	Residential	314.17	20.00	50.00	384.17
9242	Camulos Avenue	Residential	321.87	20.00	50.00	391.87
9243	Camulos Avenue	Residential	335.42	20.00	50.00	405.42
9426	Camulos Avenue	Residential	366.38	20.00	50.00	436.38
9433	Camulos Avenue	Residential	334.83	20.00	50.00	404.83

Exhibit A to Resolution No. 24-3446  
Report of Delinquent Civil Debts - July 2024

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
9511	Camulos Avenue	Residential	366.38	20.00	50.00	436.38
9540	Camulos Avenue	Residential	366.38	20.00	50.00	436.38
9877	Camulos Avenue	Residential	259.90	20.00	50.00	329.90
5666	Caroline Street	Residential	335.42	20.00	50.00	405.42
9528	Carrillo Avenue	Senior	232.14	20.00	50.00	302.14
9835	Central Avenue	Residential	352.19	20.00	50.00	422.19
9795	Coalinga Avenue	Residential	335.42	20.00	50.00	405.42
9824	Coalinga Avenue	Senior	313.32	20.00	50.00	383.32
11207	College Avenue	Residential	349.16	20.00	50.00	419.16
11250	College Avenue	Residential	310.67	20.00	50.00	380.67
9477	Del Mar Avenue	Residential	361.02	20.00	50.00	431.02
9827	Del Mar Avenue	Residential	328.09	20.00	50.00	398.09
4253	Denver Street	Residential	238.08	20.00	50.00	308.08
4325	Denver Street	Residential	470.75	20.00	50.00	540.75
4405	Denver Street	Residential	216.38	20.00	50.00	286.38
4456	Denver Street	Residential	308.16	20.00	50.00	378.16
5579	Denver Street	Residential	272.35	20.00	50.00	342.35
5616	Denver Street	Residential	335.42	20.00	50.00	405.42
5626	Denver Street	Residential	366.38	20.00	50.00	436.38
5429	El Morado Street	Residential	335.42	20.00	50.00	405.42
9463	Exeter Avenue	Residential	209.54	20.00	50.00	279.54
9367	Felipe Avenue	Residential	335.44	20.00	50.00	405.44
9378	Felipe Avenue	Residential	249.82	20.00	50.00	319.82
9874	Felipe Avenue	Residential	335.12	20.00	50.00	405.12
9020	Fremont Avenue	Residential	330.84	20.00	50.00	400.84
9823	Fremont Avenue	Residential	335.42	20.00	50.00	405.42
10037	Fremont Avenue	Residential	471.99	20.00	50.00	541.99
9771	Galena Avenue	Residential	368.39	20.00	50.00	438.39
9985	Geneva Avenue	Residential	335.42	20.00	50.00	405.42
10018	Geneva Avenue	Residential	335.01	20.00	50.00	405.01
4294	Granada Street	Residential	330.18	20.00	50.00	400.18
4328	Granada Street	Residential	335.42	20.00	50.00	405.42
4436	Granada Street	Senior	253.25	20.00	50.00	323.25
4948	Granada Street	Residential	295.06	20.00	50.00	365.06
9617	Greenwood Avenue	Residential	407.29	20.00	50.00	477.29
9772	Greenwood Avenue	Residential	335.34	20.00	50.00	405.34
4376	Harvard Street	Residential	335.42	20.00	50.00	405.42
4418	Harvard Street	Residential	335.42	20.00	50.00	405.42
4430	Harvard Street	Residential	335.53	20.00	50.00	405.53
4883	Harvard Street	Residential	337.71	20.00	50.00	407.71
5430	Harvard Street	Residential	337.21	20.00	50.00	407.21
5141-43	Harvard Street	Multifamily	670.85	20.00	50.00	740.85
9045	Helena Avenue	Residential	331.98	20.00	50.00	401.98
9743	Helena Avenue	Residential	311.93	20.00	50.00	381.93
4864	Highland Street	Residential	326.21	20.00	50.00	396.21
5064	Holt Blvd.	Commercial	395.13	20.00	50.00	465.13
5190	Howard Street A & B	Multifamily	739.74	20.00	50.00	809.74

Exhibit A to Resolution No. 24-3446  
Report of Delinquent Civil Debts - July 2024

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
4585	James Street	Residential	366.38	20.00	50.00	436.38
9755	Kimberly Avenue	Residential	351.66	20.00	50.00	421.66
9860	Kimberly Avenue	Residential	349.82	20.00	50.00	419.82
9877	Kimberly Avenue	Residential	363.82	20.00	50.00	433.82
5430	La Deney Street	Residential	298.66	20.00	50.00	368.66
9958	Lindero Avenue	Residential	336.73	20.00	50.00	406.73
9864	Mammoth Drive	Residential	331.52	20.00	50.00	401.52
9527	Marion Avenue	Residential	335.42	20.00	50.00	405.42
9528	Marion Avenue	Residential	334.76	20.00	50.00	404.76
9121	Mills Avenue	Residential	331.52	20.00	50.00	401.52
9325	Mills Avenue	Multifamily	491.36	20.00	50.00	561.36
9335	Mills Avenue	Multifamily	600.56	20.00	50.00	670.56
9857	Mills Avenue	Residential	331.52	20.00	50.00	401.52
4449	Mission Blvd.	Commercial	427.66	20.00	50.00	497.66
9066	Monte Vista Avenue	Residential	382.15	20.00	50.00	452.15
9190	Monte Vista Avenue	Multifamily	674.75	20.00	50.00	744.75
9608	Monte Vista Avenue	Residential	322.95	20.00	50.00	392.95
5616	Moreno Street	Residential	439.81	20.00	50.00	509.81
4644	Olive Street	Residential	299.06	20.00	50.00	369.06
4779	Orchard Street	Residential	267.04	20.00	50.00	337.04
5032	Orchard Street	Residential	366.38	20.00	50.00	436.38
5640	Orchard Street	Residential	406.34	20.00	50.00	476.34
5690	Orchard Street	Residential	335.42	20.00	50.00	405.42
5619	Palo Verde Street	Residential	378.26	20.00	50.00	448.26
9549	Poulsen Avenue	Residential	437.74	20.00	50.00	507.74
9575	Poulsen Avenue	Residential	275.17	20.00	50.00	345.17
9633	Poulsen Avenue	Residential	315.87	20.00	50.00	385.87
9925	Poulsen Avenue	Residential	335.42	20.00	50.00	405.42
9375	Pradera Avenue	Multifamily	1,327.24	20.00	50.00	1,397.24
9445	Pradera Avenue	Multifamily	600.56	20.00	50.00	670.56
9551	Pradera Avenue	Residential	326.21	20.00	50.00	396.21
10074	Pradera Avenue	Residential	366.55	20.00	50.00	436.55
4426	Princeton Street	Residential	335.42	20.00	50.00	405.42
5451	Princeton Street	Residential	330.78	20.00	50.00	400.78
9080	Ramona Avenue	Residential	231.39	20.00	50.00	301.39
9109	Ramona Avenue	Residential	397.73	20.00	50.00	467.73
9587	Ramona Avenue	Residential	335.42	20.00	50.00	405.42
10080	Ramona Avenue	Residential	335.01	20.00	50.00	405.01
10654-60	Ramona Avenue	Residential	348.73	20.00	50.00	418.73
9801	Ramona Avenue	Senior	322.76	20.00	50.00	392.76
9413	Rose Avenue	Residential	397.34	20.00	50.00	467.34
9434	Rose Avenue	Residential	335.42	20.00	50.00	405.42
9866	Rose Avenue	Senior	299.89	20.00	50.00	369.89
4683	Rosewood Street	Residential	335.42	20.00	50.00	405.42
5012	Rosewood Street	Residential	231.87	20.00	50.00	301.87
5361	Rosewood Street	Residential	412.61	20.00	50.00	482.61
5401	Rosewood Street	Residential	291.09	20.00	50.00	361.09

Exhibit A to Resolution No. 24-3446  
Report of Delinquent Civil Debts - July 2024

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
11076	Roswell Avenue	Residential	354.95	20.00	50.00	424.95
4246	Rudisill Street	Residential	274.01	20.00	50.00	344.01
4300	Rudisill Street	Residential	365.69	20.00	50.00	435.69
4711	San Bernardino Street	Residential	335.42	20.00	50.00	405.42
4739	San Bernardino Street	Residential	331.94	20.00	50.00	401.94
4749	San Bernardino Street	Residential	335.61	20.00	50.00	405.61
5135	San Bernardino Street	Residential	314.30	20.00	50.00	384.30
5216	San Bernardino Street	Residential	335.42	20.00	50.00	405.42
5418	San Bernardino Street	Residential	530.47	20.00	50.00	600.47
5489	San Bernardino Street	Residential	373.35	20.00	50.00	443.35
5528	San Bernardino Street	Residential	337.84	20.00	50.00	407.84
4463	San Jose Street	Multifamily	660.62	20.00	50.00	730.62
4594	San Jose Street	Residential	273.53	20.00	50.00	343.53
5412	San Jose Street	Residential	331.52	20.00	50.00	401.52
5422	San Jose Street	Residential	366.38	20.00	50.00	436.38
5433	San Jose Street	Residential	334.33	20.00	50.00	404.33
5473	San Jose Street	Senior	464.33	20.00	50.00	534.33
5593	San Jose Street	Residential	322.74	20.00	50.00	392.74
4424	San Jose Street #14	Residential	221.50	20.00	50.00	291.50
4424	San Jose Street #18	Residential	320.44	20.00	50.00	390.44
4424	San Jose Street #21	Residential	280.00	20.00	50.00	350.00
4622	San Jose Street O	Residential	354.96	20.00	50.00	424.96
9831	Santa Anita Avenue	Residential	234.96	20.00	50.00	304.96
10016	Santa Anita Avenue	Residential	368.28	20.00	50.00	438.28
9820	Saratoga Avenue	Residential	205.21	20.00	50.00	275.21
9825	Saratoga Avenue	Residential	331.52	20.00	50.00	401.52
9830	Saratoga Avenue	Residential	545.32	20.00	50.00	615.32
9817	Sun Valley Drive	Residential	298.66	20.00	50.00	368.66
9617	Surrey Avenue	Residential	335.42	20.00	50.00	405.42
9812	Surrey Avenue	Residential	281.05	20.00	50.00	351.05
9824	Surrey Avenue	Senior	294.59	20.00	50.00	364.59
9554	Tudor Avenue	Senior	308.38	20.00	50.00	378.38
9773	Tudor Avenue	Residential	365.92	20.00	50.00	435.92
10016	Tudor Avenue	Residential	216.21	20.00	50.00	286.21
5405	Yale Street	Residential	335.42	20.00	50.00	405.42
		<b>Totals:</b>	62,139.54	3,520.00	8,800.00	74,459.54

**MINUTES OF THE MEETING OF THE MONTCLAIR  
PERSONNEL COMMITTEE HELD ON MONDAY,  
JULY 1, 2024, AT 6:05 P.M. IN THE CITY  
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,  
MONTCLAIR, CALIFORNIA**

---

**I. CALL TO ORDER**

Mayor Pro Tem Johnson called the meeting to order at 6:05 p.m.

**II. ROLL CALL**

Present: Mayor Pro Tem Johnson, Council Member Ruh, City Manager Starr, and Assistant City Manager/Director of Human Services Richter

**III. APPROVAL OF MINUTES**

**A. Minutes of the Regular Personnel Committee Meeting of June 17, 2024.**

Moved by Council Member Ruh, seconded by Mayor Pro Tem Johnson, and carried unanimously to approve the minutes of the Personnel Committee meeting on June 17, 2024.

**IV. PUBLIC COMMENT - None**

**V. CLOSED SESSION**


At 6:06 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 6:32 p.m., the Personnel Committee returned from Closed Session. Mayor Pro Tem Johnson stated that no announcements would be made at this time.

**VI. ADJOURNMENT**

At 6:32 p.m., Mayor Pro Tem Johnson adjourned the Personnel Committee.

Submitted for Personnel Committee approval,

  
\_\_\_\_\_  
Edward C. Starr  
City Manager

MINUTES OF THE REGULAR JOINT MEETING OF THE MONTCLAIR CITY COUNCIL, SUCCESSOR AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS, MONTCLAIR HOUSING AUTHORITY COMMISSION, AND MONTCLAIR COMMUNITY FOUNDATION BOARD HELD ON MONDAY, JULY 1, 2024 AT 7:00 P.M. IN THE CITY COUNCIL CHAMBERS, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA

---

I. CALL TO ORDER

Mayor/Chair Dutrey called the meeting to order at 7:00 p.m.

II. INVOCATION

**Pastor Roger Vega, Montclair Christian Church** gave the invocation.

III. PLEDGE OF ALLEGIANCE

Council Member/Director Martinez led meeting participants in the Pledge.

IV. ROLL CALL

Present: Mayor/Chair Dutrey; Mayor Pro Tem/Vice Chair Johnson; Council Members/Directors Ruh, Martinez, and Lopez

City Manager/Executive Director Starr; Assistant City Manager/Director of Human Services Richter; Director of Community Development Diaz; Director of Finance Kulbeck; Director of Public Works/City Engineer Heredia; Fire Chief Pohl; Director of Economic Development Agency Fuentes; City Attorney Robbins; City Clerk Myrick

V. PRESENTATIONS

A. Introduction of New Police Officers

Police Chief Reed introduced recently hired Police Officers Bruno Parra-Camacho and Joel Wood. Mayor Dutrey and Council Members welcomed Officers Parra-Camacho and Wood to the Montclair City family.

VI. PUBLIC COMMENT

- **Christian Nava**, resident, requested the City implement additional activities and services to increase participation for disabled individuals.
- **Xavier Mendez**, resident, requested the meeting be closed in memory of **Jerry Alba**, husband of former Community Activities Commissioner **Elizabeth Alba** and resident of Montclair since 1962.
- **Veronica Millimen, Montclair Chamber of Commerce**, announced the following upcoming Chamber events:
  - Monthly Networking Breakfast — Thursday, July 11, at 8:30 a.m.; location to be determined.
  - Grand Opening of Panera Bread — Wednesday, July 17, from 10:00 a.m. to noon at the new restaurant located on Central Avenue.
  - 2nd Annual Evening Under the Stars, Featuring a Taste of Montclair — Thursday, August 29, from 6:00 to 8:00 p.m. at the Chino Basin Water Conservation District.
  - Glimpses of Wonderful Rome, Florence, & Venice with Montclair Chamber of Commerce — an 8-Day Tour of Italy, March 14-21, 2025. Booking information on the Chamber website.
- **Carolyn Raft, West Valley Mosquito and Vector Control District** Board Secretary and representative for Montclair, reported recent District activities including releasing sterile male mosquitoes to control population and prevent the spread of West Nile Virus, and shared information about additional services offered by the District.

**VII. PUBLIC HEARINGS**

**A. Second Reading — Consider Ordinance No. 24-1006 Amending the Zoning Code and Repealing and Replacing Chapter 11.23 of the Montclair Municipal Code Relating to Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) in Residential Zones (Case No. 2024-21)**

Mayor Dutrey opened the public hearing and, seeing no one wishing to comment, closed the public hearing and returned the matter to the City Council.

Council Member Lopez thanked staff for the hard work put into finalizing the Ordinance but was still not satisfied with the landscaping requirement and asked for clarification regarding the wall and planter requirement.

Director of Community Development Diaz advised the landscaping is intended to create privacy and the measurements are how deep planters should be put into the ground.

Council Member Lopez asked if and how ADUs and JADUs will be promoted to the community.

Director of Community Development Diaz stated many residents have already been submitting inquiries, but once approved, the information will be added to the City’s Website.

Council Member Ruh shared his support for state mandates leading to these changes that increase the availability of affordable housing.

<b>ACTION - Public Hearings - Item A</b>	
<b>ACTING:</b>	City Council
<b>MOTION:</b>	Conduct the second reading of Ordinance No. 24-1006 by number and title only, waive further reading, and adopt Ordinance No. 24-1006.
<b>MADE BY:</b> <b>SECOND BY:</b>	Council Member Ruh Council Member Lopez
<b>AYES:</b> <b>NOES:</b> <b>ABSTAIN:</b> <b>ABSENT:</b>	Lopez, Martinez, Ruh, Johnson, Dutrey None None None
<b>RESULT:</b>	Motion carried 5-0.

**VIII. CONSENT CALENDAR**

<b>ACTION - Consent Calendar</b>	
<b>ACTING:</b>	City Council Successor Agency Board Montclair Housing Corporation Board Montclair Housing Authority Commissioners Montclair Community Foundation Board
<b>DISCUSSION:</b>	Item C-3
<b>MOTION:</b>	Pull items C-1 and C-7 and approve the remainder of the Consent Calendar as presented.
<b>MADE BY:</b> <b>SECOND BY:</b>	Council Member/Director Lopez Council Member/Director Ruh
<b>AYES:</b> <b>NOES:</b> <b>ABSTAIN:</b> <b>ABSENT:</b>	Lopez, Martinez, Ruh, Johnson, Dutrey None None None
<b>RESULT:</b>	Motion carried 5-0.



**A. Approval of Minutes**

**1. Regular Joint Meeting — June 17, 2024**

<b>ACTION – Consent Calendar – Item A-1</b>	
<b>ACTING:</b>	City Council Successor Agency Board Montclair Housing Corporation Board Montclair Housing Authority Commissioners Montclair Community Foundation Board
<b>RESULT:</b>	Approved on Consent Calendar; motion carried 5-0.

**B. Administrative Reports**

**1. Consider Approval of Warrant Register and Payroll Documentation**

<b>ACTION – Consent Calendar – Item B-1</b>	
<b>ACTING:</b>	City Council
<b>RESULT:</b>	Approved on Consent Calendar; motion carried 5-0.

**2. Consider Approval of Authorizing the Use of \$8,500 in State Asset Forfeiture Funds to Host the 2024 National Night Out Event**

<b>ACTION – Consent Calendar – Item B-2</b>	
<b>ACTING:</b>	City Council
<b>RESULT:</b>	Approved on Consent Calendar; motion carried 5-0.

**C. Agreements**

**2. Consider Approval of Agreement No. 24-21 with Civic Publications, Inc., to Provide Public Education and Community Outreach Services**

<b>ACTION – Consent Calendar – Item C-2</b>	
<b>ACTING:</b>	City Council
<b>RESULT:</b>	Approved on Consent Calendar; motion carried 5-0.

**3. Consider Approval of Agreement No. 24-37 with Anthesis for Janitorial Services at the Police Department, Subject to Any Revisions Deemed Appropriate by the City Attorney**

**Christian Nava**, resident, requested the City look into opening the contracting process to allow additional companies that employ individuals with disabilities to apply.

City Manager Star explained Cities are required to go through a bidding process to contract companies who have provided the lowest bid and that have complied with all required correspondence during the process. Once the company has been selected, the City will renew contracts and wont re-bid within a 5 to 10 year span, depending on terms.

<b>ACTION – Consent Calendar – Item C-3</b>	
<b>ACTING:</b>	City Council
<b>RESULT:</b>	Approved on Consent Calendar; motion carried 5-0.

4. **Consider Approval of Agreement No. 24-52 with Suzanne Yoakum to Provide Case Management Services at the Senior Center**

<b>ACTION - Consent Calendar - Item C-4</b>	
<b>ACTING:</b>	City Council
<b>RESULT:</b>	Approved on Consent Calendar; motion carried 5-0.

5. **Consider Approval of Agreement No. 24-53 with Misha L. Penn to Provide Grant Management and Fiscal Compliance Services for the Human Services Department**

<b>ACTION - Consent Calendar - Item C-5</b>	
<b>ACTING:</b>	City Council
<b>RESULT:</b>	Approved on Consent Calendar; motion carried 5-0.

6. **Consider Approval of Agreement No. 24-54 with Ontario-Montclair School District to Provide Case Management Services**

<b>ACTION - Consent Calendar - Item C-6</b>	
<b>ACTING:</b>	City Council
<b>RESULT:</b>	Approved on Consent Calendar; motion carried 5-0.

**D. Resolutions — None**

**IX. PULLED CONSENT CALENDAR ITEMS**

**C. Agreements**

1. **Consider Approval of Agreement No. 24-20 with the Montclair Chamber of Commerce to Provide Services to Promote Local Economic Development, Subject to Any Revisions Deemed Necessary by the City Attorney**

Mayor Pro Tem Johnson recused herself due to holding a volunteer position as Acting Chief Executive Officer.

<b>ACTION - Consent Calendar - Item C-1</b>	
<b>ACTING:</b>	City Council
<b>MOTION:</b>	Approve Agreement No. 24-20 with the Montclair Chamber of Commerce
<b>MADE BY:</b> <b>SECOND BY:</b>	Council Member/Director Lopez Council Member/Director Ruh
<b>AYES:</b> <b>NOES:</b> <b>ABSTAIN:</b> <b>ABSENT:</b>	Lopez, Martinez, Ruh, Dutrey None Johnson None
<b>RESULT:</b>	Motion carried 4-0-1 (Johnson abstained).

7. **Consider Approval of Agreement No. 24-21 with University Enterprises Corporation at California State University San Bernardino to Provide Technical Assistance and Outreach Services to Small Businesses, Subject to Any Revisions Deemed Necessary by the City Attorney**

Mayor Pro Tem Johnson recused herself due to the Chamber of Commerce's working relationship with this organization.

ACTION - Consent Calendar - Item C-7	
<b>ACTING:</b>	City Council
<b>MOTION:</b>	Approve Agreement No. 24-21 with University Enterprises Corporation at California State University San Bernardino
<b>MADE BY:</b> <b>SECOND BY:</b>	Council Member/Director Lopez Council Member/Director Ruh
<b>AYES:</b> <b>NOES:</b> <b>ABSTAIN:</b> <b>ABSENT:</b>	Lopez, Martinez, Ruh, Dutrey None Johnson None
<b>RESULT:</b>	Motion carried 4-0-1 (Johnson abstained).

**X. COMMUNICATIONS**

**A. Department Reports**

**1. Police Department — Firework Reporting**

Police Chief Reed reported on the dangers of fireworks and promoted sanctioned firework shows the community can attend in surrounding areas. He emphasized the ban of firework in the City of Montclair and provided methods the community may use to report illegal use of fireworks to the Police Department.

**2. Human Services Department — Upcoming Events**

Assistant City Manager/Director of Human Services Richter invited the community to the upcoming Concert in the Park tomorrow evening at Alma Hofman Park, and reviewed the upcoming schedule of concerts and movies to take place each following Tuesday this summer through August 6, 2024.

**B. City Attorney**

City Attorney Robbins requested the City Council meet in closed session concerning the following:

**1. Request for City Council to Meet in Closed Session Pursuant to Government Code §54956.8 Regarding Real Property Negotiations**

<i>Property:</i>	<i>APN: 1009-191-01-0000</i>
<i>Negotiating Parties:</i>	<i>City of Montclair and Arturo &amp; Karen Gonzalez</i>
<i>City Negotiators:</i>	<i>Edward C. Starr, City Manager</i>
<i>Under Negotiation:</i>	<i>Recommendations Regarding Purchase Price</i>

**C. City Manager/Executive Director — No comments**

**D. Mayor/Chair**

**1. Consider Making Appointments to Three (3) Scheduled Vacancies on the Community Activities Commission for Full Four-Year Terms Ending June 30, 2028**

ACTION - Communications - Item D-1	
<b>ACTING:</b>	City Council
<b>MOTION:</b>	Appoint Arturo Padilla, Diane Wells, and Hector Martinez to serve on the Community Activities Commission for full terms beginning July 1, 2024, and ending June 30, 2028.
<b>MADE BY:</b> <b>SECOND BY:</b>	Mayor Dutrey Council Member Ruh

ACTION – Communications – Item D-1	
AYES:	Lopez, Martinez, Ruh, Johnson, Dutrey
NOES:	None
ABSTAIN:	None
ABSENT:	None
RESULT:	Motion carried 5-0.

- Mayor/Chair Dutrey reported his ride-along with the Montclair Police Department, and his attendance at **Assemblymember Freddie Rodriguez's** 11th Annual and Final Summer BBQ Event. He acknowledged the upcoming Council candidate nomination period and Bastille's Day for those who celebrate, and provided an update on the construction at Monte Vista Avenue.

**E. Council Members/Directors**

- Council Member/Director Ruh reported his attendance at the following events: **Assemblymember Rodriguez's** Final BBQ, the **Foothill Gold Line Phase II Joint Powers Authority** Board meeting, and the June 22nd alleyway clean-up event. He wished everyone a safe Fourth of July.
- Council Member/Director Lopez reported his attendance at **Assemblymember Rodriguez's** summer event and rebuked personal attacks made against him on social media.
- Council Member/Director Martinez encouraged families with children to look into events hosted by the **San Bernardino County Montclair Branch Library**, as she and her family have enjoyed them.

**F. Committee Meeting Minutes**

The following committee minutes were received and filed for informational purposes:

- Personnel Committee — June 17, 2024

**XI. CLOSED SESSION**

At 8:05 p.m., the City Council went into closed session to discuss real property negotiations.

**XII. CLOSED SESSION ANNOUNCEMENTS**

At 8:17 p.m., the City Council returned from closed session. Mayor Dutrey announced that the City Council discussed real property negotiations; information was received and direction was given to staff to proceed with acquisition at the recommended purchase price; and no further announcements would be made at this time.

**XIII. ADJOURNMENT**

At 8:17 p.m., the City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board were adjourned

Submitted for City Council/Successor Agency Board/Montclair Housing Corporation Board/Montclair Housing Authority Commission/Montclair Community Foundation Board approval,



Andrea Myrick,  
City Clerk

**CITY OF MONTCLAIR  
TREASURER'S REPORT  
FOR THE MONTH ENDING**

**June 30, 2024**

**TABLE OF CONTENTS**

**SCHEDULE 1**

STATEMENTS OF COMPLIANCE WITH INVESTMENT POLICY AND INVESTMENT STRATEGY FOR June 30, 2024

**SCHEDULE 2**

STATEMENT OF CASH AND INVESTMENTS BY FUND

**SCHEDULE 3**

STATEMENT OF CASH AND INVESTMENT ACCOUNTS

**GRAPH**

CASH AND INVESTMENTS BY TYPE

**CITY OF MONTCLAIR  
STATEMENTS OF COMPLIANCE WITH THE INVESTMENT POLICY  
AND INVESTMENT STRATEGY**

**June 30, 2024**

COMPLIANCE STATEMENT

The City has the following amount invested in various financial instruments. This conforms with the investment policy approved by the City Council.

Total Investments \$ 49,976,454

During the current month the City was in compliance with the internal control procedures set forth in the Investment Policy.

INVESTMENT STRATEGY FOR THE UPCOMING MONTH

During the upcoming month, surplus moneys will be invested in the Local Agency Investment Fund and other investments authorized in the Investment Policy. The City has sufficient monies available to meet expenditures during the next six month period.

CITY OF MONTCLAIR  
STATEMENT OF CASH AND INVESTMENTS BY FUND  
AS OF June 30, 2024

Fund	Beginning Balance	Receipts	Disbursements	Interfund Transfers	Ending Balance
General Fund	\$ (2,328,509.23)	\$ 2,631,069.20	\$ 3,124,860.75	\$ -	\$ (2,822,300.78) (1)
Gas Tax Fund	(1,835.24)	95,283.60	165,551.86	-	(72,103.50) (2)
Road Maintenance - Section 2032	2,599,915.55	88,928.95	6,640.00	-	2,682,204.50
Measure I Fund	6,590,341.37	69,844.92	-	-	6,660,186.29
Traffic Safety	166,497.94	1,955.36	-	-	168,453.30
Disability Access Fund - Bus. License	61,117.10	948.00	-	-	62,065.10
Park Maintenance	(11,245.14)	-	2,653.17	-	(13,898.31)
Park Development	1,543,307.06	-	9,104.72	-	1,543,307.06 (2)
CDBG	(49,077.81)	-	-	-	(58,182.53) (2)
SB2 Planning Grant	-	-	-	-	-
Air Quality Improvement Trust	39,240.56	13,022.13	-	-	52,262.69
Senior Nutrition Program	(62,470.36)	51,837.11	22,034.96	-	(22,668.21) (2)
American Rescue Plan	-	-	-	-	-
Forfeiture Fund - State	102,654.70	-	-	-	102,654.70
Proposition 30/SB 109	52,011.41	-	773.95	-	51,237.46
SB 509 Public Safety	(152,252.17)	51,662.00	16,391.25	-	(116,981.42)
Forfeiture Fund-Federal/DOJ	363,064.31	22,414.22	3,960.96	-	381,517.57
Asset Seizure Fund	4.35	0.18	-	-	4.53
Section 11489 Subfund	29,277.10	-	-	-	29,277.10
Fed Asset Forfeiture-Treasury	133,408.39	-	-	-	133,408.39
School District Grant Fund	71,496.00	-	-	-	71,496.00
State Supplemental Law Enforce	93,777.40	-	-	-	93,777.40
Local Law Enforcement Block Gr	704.33	-	685.66	-	18.67
PC 1202.5 Crime Prevention	2,536.13	0.05	-	-	2,536.18
Recycling Grant Fund	219,018.97	-	1,723.33	-	217,295.64
Statewide Park Dev Grant	1,462,098.68	-	-	-	1,462,098.68 (2)
Homeless Housing Assist Preven	LEAP Grant	962.50	1,395.00	-	(30,646.69) (2)
Department of Cannabis Control	120,000.00	-	-	-	120,000.00 (2)
After School Program Fund	(396,820.55)	326,713.00	246,802.68	-	(316,910.23) (2)
City of Hope	1,290.78	-	-	-	1,290.78
Safety Dept. Grants	(22,436.09)	-	2,305.71	-	(24,743.80)
OSMD Immunization Grant	1,370.50	-	-	-	1,370.50 (2)
Kaiser Permanente Grant	1,700.03	-	-	-	1,700.03
Resource Center Grant - OMSD	17,737.88	-	-	-	17,737.88
Title IIIB Sr Support Services	(17,825.10)	7,745.29	3,475.18	-	(13,554.99) (2)
Healthy Community Strategic Plan	6,796.78	-	-	-	6,796.78
ASES Supplemental Grant	48,439.00	-	-	-	48,439.00
E.M.S. - Paramedic Fund	(3,908.12)	3,266.82	1,225.13	-	(1,866.43) (3)
Economic Development	5,765,329.07	-	15,115.05	-	5,750,214.02
City Contributions/Donations Fund	1,200.00	-	-	-	1,200.00
Sewer Operating Fund	1,889,700.16	458,918.75	143,987.55	-	2,204,631.36
Sewer Replacement Fund	2,675,540.73	-	-	-	2,675,540.73
CFD 2011-1 (Parseos)	202,171.05	-	2,820.83	-	199,350.22
CFD 2011-2 (Arrow Station)	124,862.94	-	-	-	124,862.94
Inland Empire Utility Agency	5,184,350.81	-	-	-	5,184,350.81
Sewer Expansion Fee Fund	1,004,838.10	-	-	-	1,004,838.10
Developer Impact Fees - Local	1,572,397.99	-	-	-	1,572,397.99
Developer Impact Fees - Regional	933,196.77	-	-	-	933,196.77
Burtec Pavement Impact Fees	320,203.07	-	-	-	320,203.07
PLUC Reimbursement Fund-MVGS	219,720.15	-	-	-	219,720.15
Utility Underground in-Lieu	383,396.52	-	-	-	383,396.52
General Plan Update Fee	114,107.62	549.17	-	-	114,656.79
Housing Fund	879,106.20	-	-	-	879,106.20
Public Education/Govt. PEG Fee Fund	151,285.59	-	-	-	151,285.59
Infrastructure Fund	(5,393,007.39)	454,396.42	808,679.68	-	(5,747,290.65) (4)
COVID-19	-	-	-	-	-
Successor Agency Bonds-Taxable	5,066,786.31	-	-	-	5,066,786.31
Successor Agency Bonds-Tax Exempt	8,189,310.66	-	392.00	-	8,189,918.66
2021 Lease Revenue Bond Proceeds	(3,186,492.49)	-	215,228.67	-	(3,401,721.16)
2014 Lease Revenue Bond Debt Svc	(539,708.06)	185,794.83	-	-	(353,913.23) (5)
2021 Lease Revenue Bond Debt Svc	2,198.36	-	2,250.00	-	(51.64)
Pension Obligation Bond Debt Svc	5,997.39	-	-	-	5,997.39
Contingency Fund	0.96	-	-	-	0.96
Assigned General Fund Reserves	36,391,514.77	-	-	-	36,391,514.77 (1)
TOTALS	\$ 72,619,753.60	\$ 4,454,350.00	\$ 4,798,058.09	\$ -	\$ 72,286,045.51

Negative Cash Notes follow this presentation.



### Notes on Negative Cash Balances

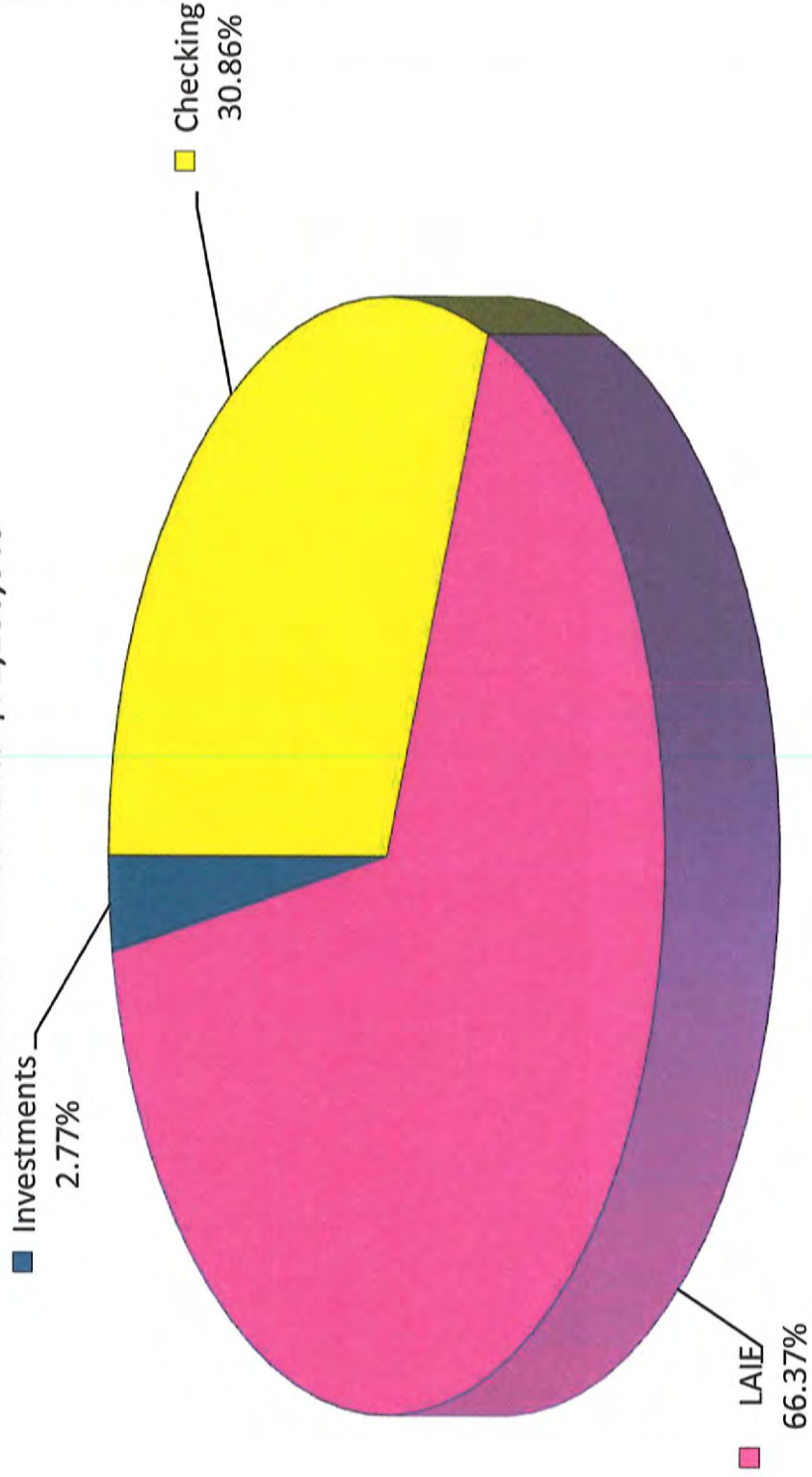
- (1) The General Operating Fund may have a negative cash for the majority of the fiscal year awaiting property and sales tax collections. This is covered by the Contingency Fund and other General Fund Reserve Funds until those collections are received. As Contingency and General Reserves exceed this negative, the City is not utilizing restricted resources.
- (2) These are reimbursable grant funds that utilize general pool monies initially to cover expenditures pending reimbursement from the granting agencies. Therefore, it is not uncommon for these to be negative until that reimbursement is received.
- (3) This fund has operational deficits annually. At the end of the fiscal year it is restored by a General Fund Transfer.
- (4) The Infrastructure Fund receives transfers from other funds to accomplish infrastructure projects. Those transfers are usually recorded when the projects nears completion or prior to mid-year budget preparation. Any negative in that fund will be eliminated at those times. Transfers from these funds (C.D.B.G., Gas Tax, Measure I, etc.) may go negative on cash pending collections of these revenues. In this way we can determine if obligations for projects are exceeding current resources.
- (5) This debt service operation utilizes transaction and use taxes which are part of the sales tax and Successor Agency property taxes. These have been sufficient in prior fiscal years to cover the necessary debt service; however, they are not completely received until fiscal year-end. Once debt service is covered the excess will be transferred to the General Fund.

**CITY OF MONTCLAIR  
STATEMENT OF CASH AND INVESTMENT ACCOUNTS  
AS OF June 30, 2024**

	Par Value	Purchase Date	Maturity Date	Coupon Interest Rate	Current Market Value	Balance at Cost	Totals
<b>CHECKING ACCOUNT</b>							
Checking Account							\$ 22,307,118.76
Asset Seizure Account							\$ 2,473.18
<b>CASH W/FISCAL AGENT, CD's, LAIF DEPOSITS, AND SHORT-TERM U.S. AGENCY SECURITIES</b>							
Local Agency Investment Fund (LAIF)				4.560%	47,053,432.66	47,976,453.57	
First American Government					2,000,000.00	2,000,000.00	
					<u>\$ 49,053,432.66</u>		\$ 49,976,453.57
<b>U.S. AGENCY SECURITIES</b>							
					\$ -		\$ -
<b>TOTAL</b>							<u>\$ 72,286,045.51</u>

Current market values obtained from US Bank.

**CITY OF MONTCLAIR**  
**CASH AND INVESTMENTS BY TYPE**  
**June 30, 2024**  
**Total Cash & Investments \$72,286,046**



**CITY OF MONTCLAIR AS SUCCESSOR TO  
THE REDEVELOPMENT AGENCY  
TREASURER'S REPORT  
FOR THE MONTH ENDING**

**June 30, 2024**

**CITY OF MONTCLAIR AS SUCCESSOR TO  
THE REDEVELOPMENT AGENCY  
STATEMENT OF CASH BY FUND  
June 30, 2024**

**COMBINED OPERATING FUND**

Operating	3,649.76	\$	3,649.76
-----------	----------	----	----------

**LRPRP Fund**

Operating	0.00	\$	0.00
-----------	------	----	------

**RORF**

	687,202.86		
RORF Area I	0.00		
RORF Area II	0.00		
RORF Area III	0.00		
RORF Area IV	0.00		
RORF Area V	0.00		
RORF Area VI	0.00	\$	687,202.86

**TOTAL CASH**

**\$ 690,852.62**

**CITY OF MONTCLAIR AS SUCCESSOR TO  
THE REDEVELOPMENT AGENCY  
STATEMENT OF CASH  
June 30, 2024**

**Checking Account**

US Bank

**690,852.62**

**TOTAL CASH**

**690,852.62**

**NOTE:**

In accordance with State law, the Successor Agency receives the monies necessary to cover its obligations for the upcoming six month period. The monies are received in January and June of each year.

The Successor Agency has sufficient funds available to meet expenditures during the upcoming six-month period.

**CITY OF MONTCLAIR AS SUCCESSOR TO  
THE REDEVELOPMENT AGENCY  
WARRANT REGISTER**

**FOR THE MONTH ENDING**

**June 30, 2024**

City of Montclair  
 Final Warrant Register  
 Council Date 07/15/2024  
 Regular Warrants  
 Checking Account: Successor to the RDA

	Warrants	US Bank transfers	Area Totals
SRDA Combined Operating Fund	0.00	5,173.63	<b>5,173.63</b>
RORF (Redevelopment Obligation Retirement Funds)	0.00	0.00	<b>0.00</b>
	0.00	5,173.63	
<b>June 30, 2024 Total</b>			<b>5,173.63</b>

Note: Reimburse City for 6/6 payrolls  
 Reimburse City for 6/20 payrolls

---

Vice Chair Johnson



# Book Transfer Daily Activity Detail

CITY OF MONTCLAIR

SinglePoint

Reported Activity From 06/03/2024 To 06/28/2024

Printed on 07/01/2024 at 4:10 PM PDT



Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
06/20/2024	\$2100.95	153499275813	153499275805	Completed

Debit Account Name CITY OF MONTCLAIR SUCCESSOR AGENCY  
Debit Account Type DDA  
Credit Account Name CITY OF MONTCLAIR GENERAL ACCOUNT  
Credit Account Type DDA  
Template Name .  
Memo Reimb City for 06/20/24 Payroll  
Initiate Date 06/20/2024  
Initiate Time 10:06AM CDT  
Initiated By JKULBECK  
Completed Date 06/20/2024  
Completed Time 10:06AM CDT

Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
06/06/2024	\$3072.68	153499275813	153499275805	Completed

Debit Account Name CITY OF MONTCLAIR SUCCESSOR AGENCY  
Debit Account Type DDA  
Credit Account Name CITY OF MONTCLAIR GENERAL ACCOUNT  
Credit Account Type DDA  
Template Name .  
Memo Reimburse City for 06/06/24 Payroll  
Initiate Date 06/06/2024  
Initiate Time 05:01PM CDT  
Initiated By JKULBECK  
Completed Date 06/06/2024  
Completed Time 05:01PM CDT

---

Total Number of Book Transfers: 2  
Total Amount of Book Transfers: \$5,173.63

---

--- End of Report ---

**CITY OF MONTCLAIR  
HOUSING CORPORATION  
TREASURER'S REPORT  
FOR THE MONTH ENDING**

**June 30, 2024**

**TABLE OF CONTENTS**

**SCHEDULE 1 - STATEMENT OF CASH AND INVESTMENTS**

**CASH AND INVESTMENTS GRAPH**

CITY OF MONTCLAIR  
HOUSING CORPORATION  
STATEMENT OF CASH AND INVESTMENTS  
June 30, 2024

	<u>Interest Rate</u>	<u>Market Value</u>	<u>Book Value</u>
<b>Checking Account</b>			
US Bank			17,283.72
<b>Investments</b>			
LAIF	4.56%	1,086,350.43	<u>1,092,697.62</u>
<b>TOTAL CASH &amp; INVESTMENTS</b>			<u><u>1,109,981.34</u></u>

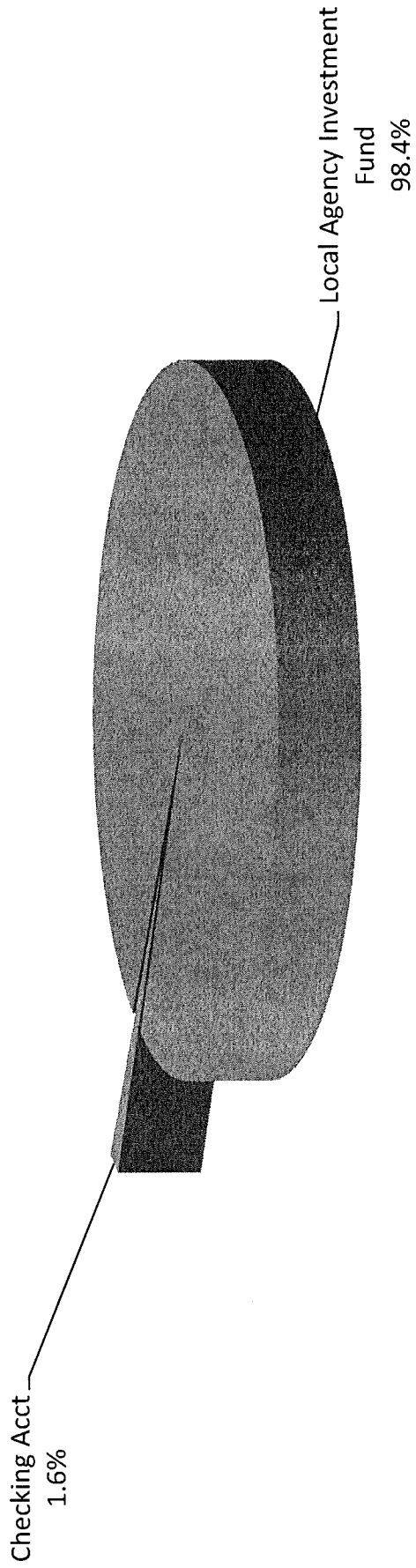
**NOTE:**  
Pursuant to the Corporation's Investment Policy, all moneys are invested in banks, the Local Agency Investment Fund, and in securities with maturities of no greater than three years.

The Corporation has sufficient funds available to meet expenditures during the upcoming six-month period.

The Corporation is in compliance with the internal control procedures set forth in its Investment Policy.

**CITY OF MONTCLAIR  
HOUSING CORPORATION  
CASH AND INVESTMENTS GRAPH  
June 30, 2024**

**Total Cash & Investments - \$1,109,981**



**CITY OF MONTCLAIR  
HOUSING CORPORATION  
WARRANT REGISTER  
FOR THE MONTH ENDING**

**June 30, 2024**

City of Montclair  
Final Warrant Register  
Council Date 07/15/2024  
Regular Warrants  
Checking Account: MHC

<u>Warrants</u>	<u>ACH Transfers</u>	<u>Voided Checks</u>	<u>US Bank transfers</u>	<u>Totals</u>
120,897.44	0.00	0.00	0.00	<b>120,897.44</b>

**June 30, 2024 Total**

**120,897.44**

US Bank transfers:

---

**Vice Chair Johnson**

# Accounts Payable

## Checks by Date - Summary by Check Number

User: cramirez  
Printed: 7/1/2024 4:07 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
5678	Arti005	Artic Plumbing And Drain Cleaning	06/06/2024	1,698.00
5679	HernG001	Gabriel Hernandez	06/06/2024	5,535.00
5680	Hugo001	Hugo Jaramillo	06/06/2024	29,545.00
5681	JGL001	JGL Electric Company, Inc.	06/06/2024	5,050.00
5682	Lexa001	Lexar Construction	06/06/2024	12,645.00
5683	Mont074	Monte Vista Water District	06/06/2024	2,448.47
5684	Perf003	Performance Construction & Remodeling I	06/06/2024	3,520.00
5685	HernG001	Gabriel Hernandez	06/20/2024	7,221.00
5686	Mont002	City of Montclair	06/20/2024	11,695.08
5687	Mont074	Monte Vista Water District	06/20/2024	5,420.21
5688	SCE-Res	Southern California Edison Co	06/20/2024	518.96
5689	Sout018	Southern California Edison Co	06/20/2024	784.34
5690	Sout021	Southern California Gas Co	06/20/2024	709.26
5691	West036	Western Exterminator Company	06/20/2024	311.00
5692	COof001	CO of San Bernardino Environmental Health	06/20/2024	1,092.00
5693	Hele001	Helena Gardens Owners Association	06/20/2024	2,439.12
5694	Mont043	Montclair Meadows Owners Assoc	06/20/2024	1,800.00
5695	Deco002	Decore Design Build	06/27/2024	6,743.00
5696	Gash001	Gash Chimney Sweep	06/27/2024	125.00
5697	HernG001	Gabriel Hernandez	06/27/2024	18,747.00
5698	JGL001	JGL Electric Company, Inc.	06/27/2024	2,850.00
Report Total (21 checks):				120,897.44



**CITY OF MONTCLAIR  
HOUSING AUTHORITY  
TREASURER'S REPORT  
FOR THE MONTH ENDING  
June 30, 2024**

Schedule 1

CITY OF MONTCLAIR  
HOUSING AUTHORITY  
STATEMENT OF CASH  
June 30, 2024

	<u>Interest Rate</u>	<u>Book Value</u>
<b>Checking Account</b>		
US Bank		3,037.57
<b>Investments</b>		
LAIF	4.56%	3,180,000.00
<b>TOTAL CASH &amp; INVESTMENTS</b>		<b>\$ <u><u>3,183,037.57</u></u></b>

**NOTE:**  
Pursuant to the Authority's Investment Policy, all moneys are invested in banks, the Local Agency Investment Fund, and in securities with maturities of no greater than three years.

During the upcoming month, surplus moneys will be invested in the Local Agency Investment Fund. The MHA has sufficient monies available to meet expenditures during the next six month period.

**CITY OF MONTCLAIR  
HOUSING AUTHORITY  
WARRANT REGISTER  
FOR THE MONTH ENDING  
June 30, 2024**

City of Montclair  
Final Warrant Register  
Council Date 07/15/2024  
Regular Warrants  
Checking Account: MHA

<u>Warrants</u>	<u>Voided Checks</u>	<u>US Bank transfers - out.</u>	<u>Totals</u>
0.00	0.00	0.00	0.00
<b>June 2024 Total</b>			<b><u><u>0.00</u></u></b>

---

Vice Chair Johnson