

**AGENDA FOR THE REGULAR MEETING
DUNSMUIR CITY COUNCIL
COUNCIL CHAMBERS
5902 DUNSMUIR AVE, DUNSMUIR, CA
MARCH 2, 2017
CLOSED SESSION: 5:30 PM
REGULAR SESSION: 6:00 PM**

As a courtesy, please turn off cell phones and electronic devices while the meeting is in session. Thank you.

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT ON CLOSED SESSION ITEM**
- 4. ADJOURN TO CLOSED SESSION**
 - 1. PUBLIC EMPLOYMENT per Section 54957**
Title: City Manager
- 5. CALL REGULAR MEETING BACK TO ORDER**
- 6. REPORT FROM CLOSED SESSION**
- 7. FLAG SALUTE**
- 8. APPROVAL OF AGENDA**
- 9. COMMITTEE REPORTS**
 - a. Economic Development/Tourism**
 - b. Finance**
 - c. Public Facilities and Services**
 - d. Public Safety**
 - e. Airport**
 - f. Solid Waste**
 - g. Emergency Plan Task Force**
 - h. Veteran's Memorial**
 - I. Mossbrae Trail**
 - J. Broadband**

10. ANNOUNCEMENTS AND PUBLIC COMMENT

Regular City Council meetings are televised on Channel 15 to keep City residents informed of City Council actions and deliberations that affect the community. Meetings are scheduled to be televised on the 1st and 3rd Thursday of each month. Meetings that take place on dates other than the 1st and 3rd Thursday will not be televised.

This time is set aside for citizens to address the City Council on matters listed on the Consent Agenda as well as other items **not** included on the Regular Agenda. If your comments

concern an item noted on the Regular Agenda, please address the Council when that item is open for public comment. **Each speaker is allocated three (3) minutes to speak. Speakers may not cede their time to another speaker.** Comments should be limited to matters within the jurisdiction of the City. Speaker forms are available from the City Clerk, 5915 Dunsmuir Ave, Dunsmuir, on the City's website, or on the podium. The City Council can only take action on matters that are on the Agenda, but may place matters brought to their attention at this meeting on a future Agenda for consideration. If you have documents to present to members of the City Council, please provide a minimum of seven (7) copies.

11. ANNOUNCEMENTS AND REPORTS FROM COUNCIL AND STAFF:

Members of the Council or staff may ask questions, request reports for a later meeting, or ask that an item be placed on a future agenda on any subject within the Council's jurisdiction.

12. PRESENTATION:

Mayor recognition of Dunsmuir Rotary Club

13. CONSENT AGENDA

The Consent Agenda consists of proposed actions on business matters which are considered routine and for which approval is based on previously approved City policy or practice. The Consent Agenda will be approved by a single motion to "Adopt the Consent Agenda" and Council Members will vote without debate. Council Members may remove a Consent Agenda matter for any reason and request that it be placed on the Agenda for discussion and consideration. Matters removed from the Consent Agenda will be placed on the agenda as an item of "New Business" for discussion and consideration.

A. Receive and file report on bank accounts as of January 31, 2017

B. Approve check register report dated February 24, 2017

C. Authorize Interim City Manager to execute Airport Loan Agreement with Caltrans for \$34,182 to be repaid over 17 years at 2.33 percent interest

14. PUBLIC HEARING: NONE

Public Hearing Protocol:

- a. Mayor will describe the purpose of the Public Hearing.
- b. City Staff will provide the Staff Report.
- c. City Staff will respond to questions from the City Council.
- d. Mayor will open the Public Hearing.
- e. Citizens wanting to comment will come to the podium, provide the City Clerk with their name and address and provide their comments.
- f. Mayor will close the Public Hearing.

15. OLD BUSINESS

A. Consider and amend 2016-17 budget to recognize receipt and expenditure of additional State COPS revenues to be used for law enforcement services

16. NEW BUSINESS

A. Consider and authorize Interim City Manager to execute Memorandum of Understanding for administrative and engineering services by the Siskiyou County Public Works Department for the period 2017 to 2020 for work on Butterfly Bridge project

B. Consider and authorize recruitment to fill soon to be vacated position of Accounts Receivable/Payable Clerk

17. ADJOURNMENT:

Copies of this agenda were posted at City Hall, Dunsmuir City Library, Dunsmuir Park and Recreation District Office and at the Post Office on or before 5:30 PM February 27, 2017.

The City of Dunsmuir does not discriminate on the basis of race, color, national origin, religion, age, gender, sexual orientation, disability or any other legally protected classes in employment or provision of services. Persons who need accommodations for a disability at a public meeting may call City Hall at (530) 235-4822 for assistance. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to accommodate participation in the meeting.

CERTIFICATION

This is the official Dunsmuir City Council Agenda, created and posted in accordance with the Dunsmuir City Council Protocols.



Julie Iskra, Deputy City Clerk

02-27-2017
Date

Report on Bank Accounts

As of 1.31.2017

Institution	Type of Account	Date of Report	Balance
U.S. Bank			
2080	Municipal Investor Checking	1.31.17	1,071,779.30
6024	Water - Debt Service Reserve	1.31.17	5,654.20 0.00949%
9567	CWSRF Debt Service Reserve	1.31.17	104,974.42 0.00997%
Banner Bank			
49	Sewer-Debt Service Reserve	1.31.17	41,483.36 0.05%
Banner Bank			
Certificates of Participation			
1994 Water System Improvements Fund			
1510	Debt Service Reserve	4.2.15	30,063.60
1994 Sewer System Improvements Project			
1528	Debt Service Reserve	5.1.15	33,798.65
Local Agency Invest Fund (LAIF)			
	Investment	1.31.17	889,015.64 investment from several funds
			2,176,769.17

Check Register Report

2-24-17 A/P

Date: 02/24/2017

Time: 1:08 pm

City of Dunsmuir

BANK: U.S. BANK

Page: 1

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
U.S. BANK Checks							
49379	03/01/2017	Printed		1225	ACME COMPUTER	MAR `17 MO PROF SVCS	833.00
49380	03/01/2017	Printed		1223	ADAMS ASHBY GROUP, INC.	13-CDBG-8968	1,500.00
49381	03/01/2017	Printed		511	ADVANCED TRUCK BODY & EQUIP.CO	HYD PCK FOR SNO PLW TRK	8,305.00
49382	03/01/2017	Printed		1000	AIELLO,GOODRICH,TEUSCHER	PROF SVCS JAN`17 AUDIT	3,000.00
49383	03/01/2017	Printed		9447	AUS SACRAMENTO MC LOCKBOX	C.H.MATS, WKLY LNDRY 2-22-17	101.27
49384	03/01/2017	Printed		2635	BASIC LABORATORY, INC.	DRINKING WA MONITORING	666.80
49385	03/01/2017	Printed		9999992265	BAT ELECTRIC, INC.	8.5 HRS FIELD SVCS 1-13-17	667.50
49386	03/01/2017	Printed		9000	CABITTO'S SMALL ENGINE REPAIR	SNOWBLWR REPAIR	317.85
49387	03/01/2017	Printed		5325	REBECCA CATLETT	CLN SVC 2-12,13,16,20-17	181.50
49388	03/01/2017	Printed		9820	CITY OF DUNSMUIR	APLY DEP S. PATENAUDE #5011	180.00
49389	03/01/2017	Printed		6325	CLEMENS WASTE REMOVAL	DUMPSTER RNTL	11,783.45
49390	03/01/2017	Printed		10148	DIVERSIFIED ELECTRICAL SVC,INC	STREET LIGHTS	1,330.36
49391	03/01/2017	Printed		9885	DUNSMUIR TIRE	RAIN-X WEATHERBEATER WIPER BLA	10.79
49392	03/01/2017	Printed		11255	ELECSYS INTERNATIONAL CORP	MARCH `2017 MO MAINT SVCS	223.50
49393	03/01/2017	Printed		9303	FASTENAL COMPANY	150 XLBLU LATX DISP GLV	60.31
49394	03/01/2017	Printed		9999999515	FORD AVIATION CONSULTANTS, INC	SVCS FOR JAN `2017	800.00
49395	03/01/2017	Printed		10438	FRIENDS OF THE LIBRARY	TRANS&USR TAX DISTRIBUTION	12,500.00
49396	03/01/2017	Printed		10437	TOM HAISTINGS	ECSI CPR FOR THE PROF RESCUR	72.00
49397	03/01/2017	Printed		24875	LILLY JONES	CEMETERY MAINT FEB `17	583.33
49398	03/01/2017	Printed		26425	KEN ELGIN	RPL RT REAR PRKING BRAKE	357.09
49399	03/01/2017	Printed		25317	KENNY, SNOWDEN & NORINE	JAN `17 LEGAL SVCS	4,391.90
49400	03/01/2017	Printed		33120	MOUNTAIN COUNTIES SUPPLY CO.	JAN `17 VEH FUEL	4,747.39
49401	03/01/2017	Printed		9870	MT SHASTA AREA NEWSPAPERS	ORD NO 557,LGL #7748	1,096.00
49402	03/01/2017	Printed		10432	OFFICE DEPOT	ERASER, DRY ERASE, BOARD,MRKR	56.44
49403	03/01/2017	Printed		39005	PACE ENGINEERING, INC.	DWNTWN TANK RELOC&RPL PROJ	20,547.75
49404	03/01/2017	Printed		10331	PARCEL QUEST	NAV TERM 4-1-17/3-31-18	1,200.00
49405	03/01/2017	Printed		47520	SHASTA AUTO SUPPLY	3-NO.1,2,3 SQ BIT, LED WRK LIG	173.52
49406	03/01/2017	Printed		47653	SISKIYOU CO. CLERKS OFFICE	CLERK PROC FEE FOR EXEMPTION	50.00
49407	03/01/2017	Printed		9918	SISKIYOU MEDIA COUNCIL	2-PUB BRDCASTING OF CC MTS JAN	550.00
49408	03/01/2017	Printed		9413	STATEWIDE TRAFFIC SAFETY	14-RD CLSD AHD SIGNS	150.85
49409	03/01/2017	Printed		48725	SWRCB-DWOCP	GRADE 1 RENEWAL FEE B. WILSON	70.00
49410	03/01/2017	Printed		53813	U.S. BANK CORP PAYMENT SYSTEMS	PUB RISK MGMNT ASOC	684.00
49411	03/01/2017	Printed		10420	WALKER CONSTRUCTION	PAYMENT #3 DUNS COMM BLDG	52,761.50

Total Checks: 33 **Checks Total (excluding void checks): 129,953.10**

Total Payments: 33 **Bank Total (excluding void checks): 129,953.10**

Total Payments: 33 **Grand Total (excluding void checks): 129,953.10**

DEPARTMENT OF TRANSPORTATION

DIVISION OF AERONAUTICS
P.O. BOX 942874, MS-40
SACRAMENTO, CA 94274-0001
PHONE (916) 654-4959
FAX (916) 653-9531
TTY 711
www.dot.ca.gov



*Serious drought!
Help save water.*

February 22, 2017

Mr. Randy Johnsen
City Manager
City of Dunsmuir
5915 Dunsmuir Ave
Dunsmuir, CA 96025

Dear Mr. Johnsen:

Enclosed are five copies of a California Airport Loan Agreement, SIS-3-16-L-1 for \$34,182 for Pavement Maintenance Management Plan and Airport Layout Plan.

Please return four signed copies of the Loan Agreement, each with original signatures, to the California Department of Transportation Division of Aeronautics. The fifth copy of the agreement and the work sheet repayment schedule are for your files.

Upon receipt of the signed copies, the Division of Aeronautics will complete the necessary processing of the loan. A fully executed copy of the Loan Agreement will then be returned to you. Funds from the Airport Loan Revolving Account are currently available for disbursement.

If you have any questions or if we may be of further service, please call Tarek Tabshouri at (916) 654-3775.

Sincerely,

A handwritten signature in cursive script that reads "Gary Cathey".

GARY CATHEY, Chief
Division of Aeronautics

Enclosures

CALIFORNIA AIRPORT LOAN AGREEMENT

THIS AGREEMENT, MADE AND ENTERED INTO THIS 22nd DAY OF February, 2017, BY AND BETWEEN THE STATE OF CALIFORNIA, Department of Transportation, hereinafter referred to as "**STATE,**" **AND THE CITY OF DUNSMUIR**, a political subdivision of the State of California, hereinafter referred to as "**PUBLIC ENTITY.**"

WHEREAS, the Legislature has provided that the **STATE** may render assistance to a political subdivision or political subdivisions jointly in the form of loans for the purpose of planning, acquisition, construction, improvement, maintenance, or operation of an airport owned or controlled, or to be owned or controlled by the political subdivision or subdivisions; and

WHEREAS, **STATE** has provided, through regulations, loan assistance to eligible political subdivisions which have met certain conditions of eligibility; and

WHEREAS, this project meets all criteria for an eligible project as set forth in Public Utilities Code, Section 21602, and Title 21, Subchapter 4.5, of the California Code of Regulations, California Airport Loan Program Regulations, Sections 4071 and 4072;

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, **STATE** and **PUBLIC ENTITY** agree as follows:

1. The provisions of Title 21, Subchapter 4.5, of the California Code of Regulations, California Airport Loan Program Regulations, are hereby incorporated in and made a part of this agreement.
2. **STATE** will lend **PUBLIC ENTITY** the sum of \$34,182 for a Pavement Maintenance Management Plan and an Airport Layout Plan at the Dunsmuir Municipal Airport hereinafter referred to as the "**PROJECT.**" The loan will extend for a period of 17 years at an annual interest rate of 2.33 percent.
3. All money disbursed to **PUBLIC ENTITY** under this agreement, and all interest earned on such money shall be used solely for the payment of costs necessarily incurred by **PUBLIC ENTITY** for the completion of the **PROJECT** and repayment of **STATE's** loan.
4. **PUBLIC ENTITY** shall deposit all loan funds received from **STATE** and income received from the **PROJECT** in a separate account within the airport's special aviation fund as required by Section 4073, Title 21 of the California Code of Regulations. **PUBLIC ENTITY** agrees to hold the funds in the separate account in trust for the purpose of receiving revenue which would be held in trust, in an amount equal to one year's repaying of the loan.
5. **PUBLIC ENTITY** shall repay the principal amount in successive annual payments in accordance with Exhibit A plus accrued interest. The annual payments become due one year from the date the warrant is issued to **PUBLIC ENTITY** and each year thereafter. Interest will be computed on a daily basis.
6. Upon completion of the **PROJECT**, a "Statement" will be filed with **STATE** itemizing all costs incurred by **PUBLIC ENTITY** for **PROJECT**.

LOAN NO.: SIS-3-16-L-1
AIRPORT: Dunsmuir Municipal

7. **PUBLIC ENTITY** agrees that all money received from **STATE** for **PROJECT** in excess of actual cost of project shall be returned to **STATE** to be applied to the loan principal to accelerate the repayment of the loan.
8. If **PUBLIC ENTITY** fails to comply with or perform any term or condition in this agreement, and failed to get prior written consent from the **STATE** that the **PUBLIC ENTITY** need not comply with or perform the stated term or condition in the subject agreement; or fails to pay the annual loan payment on or before the due date, and no later than seven (7) days from the due date, **STATE** may take one or more of the following actions:
 - Declare the entire outstanding principal amount of the loan and all accrued interest thereon immediately due and payable.
 - Notify **PUBLIC ENTITY** that they may be ineligible for future financing under this program.

If **STATE** is compelled to take any of the above actions, **PUBLIC ENTITY** agrees to pay **STATE** all reasonable costs incurred in collection of amounts due under this agreement, whether or not a legal action has been filed.
9. **PUBLIC ENTITY** may make additional payments of any or all of the principal amount of the loan at any time with the accrued interest without penalty. However, prepayments shall not relieve **PUBLIC ENTITY** of its obligation to make the annual payments in accordance with Exhibit A and accrued interest on the loan anniversary date until the loan is repaid in full.
10. Payments shall be made payable to the order of the Division of Aeronautics and sent to the Department of Transportation, Division of Accounting—Cashiering Unit, MS# 58, P. O. Box 168019, Sacramento, California 95816-8019.
11. **PUBLIC ENTITY** agrees to complete the transaction of the **PROJECT** not later than **February 22, 2018**. This date may be extended by the written approval of **STATE**.
12. **PUBLIC ENTITY** agrees to complete the **PROJECT** in accordance with the plans and specifications or with any revisions to such plans which have been reviewed and accepted by **STATE**.
13. **STATE** shall have the right to inspect the **PROJECT** at any time during the life of this agreement.
14. **PUBLIC ENTITY** agrees not to relocate, sell, transfer, exchange, mortgage, hypothecate, or encumber in any way whatsoever all or any portion of the **PROJECT** or any real or other property necessarily connected or used in conjunction therewith without prior permission of **STATE**.
15. **PUBLIC ENTITY** agrees that all books, records, and accounts relating to this agreement shall be available for examination by **STATE** and shall be retained for at least three (3) years after retirement of the loan.
16. Neither **STATE** nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by **PUBLIC ENTITY** under or in connection with any work, authority, or jurisdiction delegated to **STATE** under this agreement. Pursuant to Government Code, Section 895.4, **PUBLIC ENTITY** shall indemnify, hold harmless, and defend **STATE**, its officers, agents, and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the construction, operation, or maintenance of the **PROJECT**.
17. This agreement and all of its provisions shall apply to and bind the successors and assigns of the parties hereto.

18. **PUBLIC ENTITY** shall execute this agreement before **August 22, 2017**, or this agreement shall be deemed null and void.

IN WITNESS THEREOF, the parties hereto have caused this agreement to be executed by their respective officers, duly authorized, the provisions of which agreement are effective as of the day, month, and year hereinabove written.

PUBLIC ENTITY'S ACCEPTANCE

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
Division of Aeronautics**

City of Dunsmuir
Public Entity

By _____
Authorized Signature

Title _____

Date _____

**GARY CATHEY, Chief
Division of Aeronautics**

Date _____

<p>Amount Encumbered: \$34,182 Dunsmuir Municipal Airport</p> <p>PUC Code Section: 21602 Chapter 901; Statutes of 1986 Local Airport Loans</p> <p>I hereby certify that funds are available for the period and purpose of the expenditure stated above.</p> <p>_____ Aviation Funding Specialist Department of Transportation</p> <p>_____ Date</p>	
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**Department of Transportation
Division of Aeronautics
Airport Loan Program
Exhibit A - Loan Payments Information**

Airport: **Dunsmuir Municipal Airport**

Date of Worksheet: **02/22/17**

Loan # **Sis-3-16-L-1**

Cost of project **\$34,182**
Local Contribution **0**

Lease Buy Out	0	Total Loan Amount	\$ 34,182
Monthly Rent - Initial	\$0	Interest Rate	2.330000%
Annual Rent Increase	0.00%	Years of Loan	17
Monthly Rent, 17th Yr	\$0		

Year	Annual Payment to Caltrans			Annual Income	Annual Payments
	Principal	Interest	Total		
0					
1	\$1,662	\$796	\$2,458		
2	\$1,700	\$758	\$2,458		
3	\$1,740	\$718	\$2,458		
4	\$1,781	\$678	\$2,458		
5	\$1,822	\$636	\$2,458		
6	\$1,865	\$594	\$2,458		
7	\$1,908	\$550	\$2,458		
8	\$1,952	\$506	\$2,458		
9	\$1,998	\$460	\$2,458		
10	\$2,045	\$414	\$2,458		
11	\$2,092	\$366	\$2,458		
12	\$2,141	\$317	\$2,458		
13	\$2,191	\$267	\$2,458		
14	\$2,242	\$216	\$2,458		
15	\$2,294	\$164	\$2,458		
16	\$2,348	\$111	\$2,458		
17	\$2,402	\$56	\$2,458		
Total	\$34,182	\$7,607	\$41,789	\$0	\$0

City Manager

From: Pam Stock
Sent: Thursday, February 23, 2017 2:09 PM
To: City Manager
Subject: FW: Growth Allocation for 15-16 Cops

Randy, we are allotted \$100,000 per year from the State COPS Program. We were informed from the County last fall that we would be receiving an additional 15,000, therefore our current budget includes \$115,000 for law enforcement services. We are now being told by the County that we will receive an additional \$14,323.77. We will be expending these funds in the same fashion. Before we can be allocated the additional funds, Council needs to approve this budget adjustment;

If you need further information, please let me know.

Pamela Stock
Finance Director
City of Dunsmuir
CFO@ci.dunsmuir.ca.us
530-235-4822 ext. 109

From: Diane Olson [mailto:dolson@co.siskiyou.ca.us]
Sent: Friday, February 10, 2017 9:36 AM
To: 'Carol' <cityadmin@cot.net>; Pam Stock <CFO@ci.dunsmuir.ca.us>; 'etnacity@sisqtel.net' <etnacity@sisqtel.net>; 'ftjones@sisqtel.net' <ftjones@sisqtel.net>; 'City of Montague' <cityofmontague@sbcglobal.net>; 'pcross@mtshastaca.gov' <pcross@mtshastaca.gov>; 'City of Tulelake' <cityoftulelake@cot.net>; 'Martin Nicholas' <nicholas@ci.weed.ca.us>; 'rhett@ci.yreka.ca.us' <rhett@ci.yreka.ca.us>; 'Sharon Lang' <sharon@lakeshastina.com>; 'Joshua Short' <jshortpd@gmail.com>
Subject: Growth Allocation for 15-16 Cops

Good Morning,

This email is to let you know that there was a Growth Allocation for FY 15/16 thru the Cops program. This is above and beyond the original \$100,000.00 that should have been in your 16/17 FY Budget. The Growth Allocation for each city is \$29,323.77. This is the amount that will need to be added to your 16/17 FY budget so that we can get this Growth Allocation dispersed. As soon as I get these budget updates received from you I will be able to pay out this amount thru Pay Cities. Thank you and have a great weekend.

Diane Olson
dolson@co.siskiyou.ca.us
Accountant Auditor
Siskiyou County Auditor
530-842-8062

**MEMORANDUM OF UNDERSTANDING FOR ADMINISTRATIVE AND
ENGINEERING SERVICES TO THE CITY OF DUNSMUIR BY THE SISKIYOU
COUNTY PUBLIC WORKS DEPARTMENT**

THIS MEMORANDUM OF UNDERSTANDING (MOU), is made by and between the County of Siskiyou, Department of Public Works, a political subdivision of the State of California (hereafter called COUNTY) and the City of Dunsmuir, an incorporated city having its principal place of business at 5915 Dunsmuir Avenue, Dunsmuir, CA 96025 (hereafter called CITY). Wherein COUNTY agrees to provide and CITY agrees to accept the services specified herein.

The CITY has requested the COUNTY, through the Department of Public Works, to provide Engineering and Administrative Services as specified in "Exhibit A" (Scope of Services) pursuant to this MOU;

The COUNTY, through the Department of Public Works, has expressed willingness to provide Engineering and Administrative Services pursuant to this MOU as authorized by California Government Code Section 51350.

In consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVES. The below listed persons have been designated as authorized representatives for this MOU:

COUNTY: Scott Waite, Director
Siskiyou County Public Works Department
P.O. Box 1127
Yreka, CA 96097
(530) 842-8250

CITY: Randy L. Johnsen, Interim City Manager
City of Dunsmuir
5915 Dunsmuir Avenue
Dunsmuir, CA 96025
(530) 235-4822 ext. 103

2. NOTICES. Any notice or consent required or permitted to be given under this MOU shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

COUNTY: Scott Waite, Director, Department of Public Works,
P.O. Box 1127, Yreka, CA 96097

CITY: Randy L. Johnsen, Interim Manager, City of Dunsmuir,
5915 Dunsmuir Avenue, Dunsmuir, CA 96025

3. SCOPE OF SERVICES. COUNTY agrees to provide engineering and administrative services to CITY in accordance and/or as specified in "Exhibit A," attached hereto and incorporated herein by reference. Services will be reimbursed to COUNTY by CALTRANS, District 2; billings will be submitted biennially.
4. TERM.
 - A. Basic Term. The term of this MOU shall commence February 1, 2017, and continue through June 30, 2020, unless terminated sooner pursuant to item #12 in this MOU, or extended as described in item 4(8).
 - B. Extended Term. The term of this MOU may be extended for successive periods of one (1) year if the legislative body of both parties determines to so extend the term and written notice of such renewal is given to the other party at least three (3) months prior to the expiration. Extended terms shall be referred to as First Extended Term, Second Extended Term, etc.
5. STANDARD OF PERFORMANCE. COUNTY represents that it has skills and expertise necessary to perform the engineering and administrative services required under this MOU and that all persons employed in the performance of such services for the CITY shall be COUNTY employees.
6. INDEMNIFICATION AND INSURANCE. CITY and COUNTY agree to defend, indemnify and save harmless the other party for the negligence of its officers, employees, and agents acting within the scope of the Agreement and to procure and maintain insurance in accordance with the provisions of "Exhibit C," attached hereto and incorporated herein by reference.
7. OWNERSHIP OF EQUIPMENT. COUNTY shall be the owner of all items incidental to the performance of this MOU. No transfer of ownership of equipment either from COUNTY to the CITY or from CITY to the COUNTY shall occur as a result of this MOU.
8. INDEPENDENT CONTRACTOR. It is expressly understood between the parties to this MOU that no employer/employee relationship is intended; the relationship of COUNTY to CITY is that of an independent contractor and CITY and COUNTY retain sole and independent liability for the actions of the employees of each.
9. NON-DISCRIMINATION. COUNTY hereby notifies CITY that COUNTY'S policies prohibiting discrimination, as laid forth in Section 2.1 of Siskiyou County Personnel Policies, apply to this MOU and are incorporated herein by this reference with the same force and effect as if these policies were

specifically set out herein and CITY agrees to comply with these same/referred policies.

10. NON-EXCLUSIVE AGREEMENT. CITY understands that this is not an exclusive agreement (MOU) and that COUNTY shall have the right to negotiate with and enter in to MOUs, Contracts, Agreements, etc. with other Siskiyou County cities and/or agencies to provide the same or similar services.
11. ASSIGNMENT. CITY shall not assign any of its rights not transfer any of its obligations under this MOU without the prior written consent of COUNTY and any attempt to so assign or so transfer without consent shall be void and without legal effect and shall constitute grounds for termination.
12. TERMINATION.
 - A. By COUNTY: COUNTY may, by written notice to CITY, terminate this MOU in whole or in part at any time, whether for the COUNTY'S convenience or because of the failure of CITY to fulfill the obligations as set forth herein.
 - I. For Convenience. COUNTY may terminate this MOU upon thirty (30) days written notice. Upon the date of termination, COUNTY shall cease work and notify CITY as to the status of its performance.
 - II. For Cause. Should CITY default in the performance of this MOU or materially breach any of its provision, COUNTY may, at COUNTY'S sole option, terminate this MOU by written notice which shall be effective upon receipt by CITY.
 - B. By CITY: CITY, may, by written notice to COUNTY terminate this agreement in whole or in part at any time, whether for CITY's own convenience or because of the failure of COUNTY to fulfill the obligations set forth herein.
 - I. For Convenience. CITY may terminate this MOU upon ninety (90) days written notice. COUNTY shall be entitled to payment for services rendered through the termination date.
 - II. For Cause. Should COUNTY fail to provide CITY all or any part of the services set forth in "Exhibit A", CITY may, at CITY'S option, terminate this agreement by written notice, which shall be in effect upon receipt by the COUNTY.

13. SECTION HEADINGS. The headings of several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect hereof.
14. SEVERABILITY. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
15. REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved to the CITY or the COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.
16. TIME IF OF THE ESSENCE. Time if of the essence in this MOU and each covenant and term is a condition herein.
17. NO WAIVER OF DEFAULT. No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this MOU to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.
18. ENTIRE AGREEMENT/MOU AND AMENDMENT. In conjunction with the matters considered herein, this MOU contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by and of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This MOU may be altered, amended or modified only by an instrument in writing, executed by the parties to this MOU and by no other means. Each party waives its future claim, contest or assert that this MOU was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.
19. SUCCESSOR AND ASSIGNS. All representatives, covenants and warranties set forth in the MOU, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
20. COMPLIANCE WITH LAW. CITY and COUNTY shall, at the sole cost and expense of each entity, comply with all County, State, and Federal ordinances,

regulations and/or statutes now in force or which may hereafter be in force with regard to the MOU. The judgment of any court of competent jurisdiction, or the admission of CITY or COUNTY in any action or proceeding against either, whether either party thereto or not, that CITY or COUNTY has violated any such ordinance, regulation and/or statute, shall be conclusive of the fact as between CITY and COUNTY.

21. CALIFORNIA LAW. This MOU shall be governed by the laws of the State of California.
22. EXECUTION OF COUNTERPARTS. This MOU may be executed in any number of counterpart and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.
23. AUTHORITY. All parties to this MOU warrant and represent that they have the power and authority to enter in to this agreement in the names, titles and capacities herein stated and on behalf of any entities, person, or firms, represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by state and/or federal law in order to enter into this MOU have been fully complied with. Furthermore, by entering into this MOU, CITY hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CITY is obligated, which breach would have a material effect hereon.
24. PRECEDENCE. In the event of conflict between the provisions contained in the numbered section of this MOU and the provisions contained in the Exhibits, the Exhibits shall prevail over those in the numbered sections. The most current MOU and/or amended version of the MOU and Exhibits shall supersede and prevail over any previous versions.

IN WITNESS WHEREOF, the parties hereto have executed this MOU, for Engineering and Administrative Services between the City of Dunsmuir and the County of Siskiyou, Department of Public Works, after fully executed by the appropriate CITY then COUNTY officials.

CITY OF DUNSMUIR

By: _____
Randy L. Johnsen, Interim City Manager

Date: _____

COUNTY OF SISKIYOU, DEPARTMENT OF PUBLIC WORKS

By: _____
Scott Waite, Director

Date: _____

EXHIBIT "A" - SCOPE OF SERVICES

1. DELIVERY OF SERVICES. The COUNTY, through the Department of Public Works, shall deliver Engineering and Administrative Services to the CITY according to the terms and conditions set forth by the California Department of Transportation. Rates for COUNTY services will be billed directly to the California Department of Transportation at the rates previously established and approved through the Indirect Cost Rate Proposal for 2016-17 approved by said Department.
2. PERSONNEL MANAGEMENT.
 - A. Hiring, Training and Discipline of Staff. The hiring, training, discipline and/or control of all COUNTY personnel employed under this MOU shall remain under the appropriate chain-of-command with the COUNTY Department.
 - B. Exclusive Authority. Subject to the terms of this MOU, the Director of Public Works shall retain exclusive authority over the activities of his/her personnel. The planning, organization, scheduling, direction, supervision, standards of performance, and discipline of COUNTY personnel and all other related matters incidental to the delivery of Engineering and Administrative Services to the CITY shall be as determined by the Director of Public Works. Nothing herein shall be deemed to limit the Director's authority to move, transfer and/or discipline COUNTY personnel as the Director deems appropriate.
 - C. Employee Pay Issues. CITY shall not assume any liability for the direct payment of any salaries, wages, or other compensation to any COUNTY personnel performing services hereunder for CITY. Except as otherwise specified herein, CITY shall not be liable for Workers' Compensation claims or indemnity to any COUNTY employee for injury or sickness arising out of his or her employment with the COUNTY. Except as otherwise provided herein, no person employed by COUNTY hereunder shall have any rights to pension, civil service, or other status or right from CITY by virtue of this MOU; and no CITY employee shall have any rights to pension, civil service or other status or right from the COUNTY by virtue of this MOU.
 - D. Mutual Cooperation. To facilitate the delivery of services under this MOU, COUNTY shall have full cooperation and assistance from CITY, its officers, agents and employees and the CITY shall have full cooperation and assistance from COUNTY, its officers, agents and employees.
 - E. Maintenance of Records. COUNTY shall keep reasonably itemized and detailed records and reports as required by law, grants and/or generally accepted accounting principles on behalf of CITY. Each COUNTY employee

performing services for CITY shall record activities attributed to the CITY. The CITY understands and accepts that various records may be destroyed after specific time periods have passed and thus may be unavailable.

Exhibit "C" – Special Indemnification and Insurance Provisions

1. INDEMNIFICATION

- A. Indemnification by CITY. CITY shall indemnify, defend and hold COUNTY and COUNTY'S agents, officers, and employees harmless from and against all claims, damages, losses, causes of action and expenses, including attorney's fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal ordinance or constitutional provisions, or other cause which arises out of, relates to, or results from the activities or omissions, negligent or otherwise, under this MOU of CITY and CITY'S officers, agents, and employees.
- B. Indemnification by COUNTY. Except as is provided in Paragraph 1(A) above, COUNTY shall indemnify, defend and hold CITY and CITY'S agents, officers and employees harmless from and against all claims, damages, losses, causes of action and expenses, including attorney's fees, for any personal injury, bodily injury, loss of life or damage to property, violation of a federal, state or municipal law, ordinance or constitutional provision, or other cause which arises under this MOU of COUNTY, and COUNTY'S officer, agents and employees.
- C. No Agency. Except as otherwise specified herein, for the purpose of this section, CITY shall not be deemed to be COUNTY'S agent and COUNTY shall not be deemed to be CITY'S agent.
- D. Notification. Each party shall give the other prompt notification when it first learns of an incident or occurrence covered, or likely to be covered under the terms of this section, as well as prompt notification if a claim is made or suit is brought against a party based on an incident or occurrence covered, or likely to be covered by the terms hereof.
- E. Continuing Obligation. To the extent that COUNTY has agreed to indemnify, defend and hold harmless CITY, its officers, agents and employees under this MOU, said obligations shall continue to exist during the term of this MOU and subsequent to this MOU for those acts or omissions giving rise to liability which occurred during this MOU. To the extent the CITY has agreed to indemnify, defend and hold harmless COUNTY, its officers, agents and employees under this MOU, said obligations shall continue to exist during the term of this MOU and subsequent to this MOU for those acts or omissions giving rise to liability which occurred during this MOU.
- F. Insurance. Either party may purchase commercial insurance to cover its exposure hereunder, in whole or in part.

2. INSURANCE

- A. Workers' Compensation. COUNTY warrants that it is permissibly self-insured for workers' compensation coverage and agrees that its employees providing services to CITY pursuant to this MOU will be covered COUNTY'S self-insurance program for all injuries arising out of or occurring in the course and scope of their employment. COUNTY reserves the right at its sole discretion to purchase a workers' compensation policy at any time during the term of this MOU.
- B. Liability. COUNTY warrants that it is self-insured for liability and property damage claims up to its current self-insured retention and that it purchases excess liability insurance for claims in excess of that amount. CITY shall maintain insurance against claims for liability and property damage in an amount of not less than Two Million Dollars (\$2,000,000.00), combined single limit coverage. COUNTY shall be named as an additional insured on any liability policy of CITY. The parties shall maintain such insurance coverage in full force and effect during the term of this MOU.
- C. Proof of Insurance. Upon request by either party, the other party shall provide evidence of the above insurance coverage, listing the other party as an additional insured. Each such insurance coverage policy shall provide that such policy may not be cancelled or changed except changed at least thirty (30) days prior written notice to the other party. The foregoing insurance coverage shall not limit the indemnification obligations for the parties as set forth in the above listed indemnification, and the failure to maintain said coverage shall constitute a material breach of this MOU.

CITY OF DUNSMUIR

CLASS TITLE: ACCOUNTS RECEIVABLE/PAYABLE CLERK

BASIC FUNCTION:

Under general supervision of the Finance Director to perform work of moderate difficulty in maintaining financial records, processing financial records, processing financial transactions, preparing financial reports. To perform a variety of clerical, computer and bookkeeping duties and responsibilities; to prepare a variety of documents. To do related work as required.

REPRESENTATIVE DUTIES:

Participates in the maintenance of official City financial records.

Helps make sure that the Cash Receipts from the day before add up correctly then does Cash Receipt and Utility billing, Credit Card & ARC reports.

Takes deposit for prior day to the bank.

Maintains the ACHA Utility Billing system. Keeps track of deposits and any extra garbage, dumpster rentals and stickers for each day in Excel for end of month payment for Sanitation workers.

Receives daily mail and distributes. Processes all invoices from vendors, prepares checks; processes payroll data and once a month Fire Department Payroll and Fire Department Quarterly payroll.

Maintains Deferred Comp entries, maintains PERS, FICA, State and federal withholdings etc. records; runs monthly reports and at year end runs 1099 reports and W2 reports.

Processes all payments and revenues; runs monthly and quarterly reports. Processes all General Ledger transactions.

Participates in the shared general office duties such as answering telephone, accepting customer payments at the counter and processing, handling customer inquiries, etc.

Maintains the City Business License and Dog License system.

Keeps City's Petty Cash box, keeps Cemetery records.

Gathers Fire Department invoices for Dunsmuir Fire Department District Billing for reimbursement from Siskiyou County.

Maintains Airport Hangar leases files and makes sure that all have current insurance coverage.

OTHER DUTIES:

Perform related duties as assigned.

QUALIFICATIONS:

Training and Experience – A High School graduate and two years of experience in computers, clerical and bookkeeping work, with an emphasis on the keeping of financial records or a combination of education and experience that is equivalent.

KNOWLEDGE AND ABILITIES:

Knowledge of the principals and practices of municipal accounting, knowledge of office procedures and equipment; ability to operate computer, be able to type accurately 50 wpm and use a ten key calculator and other office equipment;

Ability to understand and follow, written and oral instructions; ability to retain confidential information; ability to establish and maintain effective relationships with others; ability to keep financial records and run financial reports.

Knowledge of computer operations, Fund Balance & Excel programs, ability to perform clerical work with speed and accuracy.

Must poses valid California Driver license.

WORKING CONDITIONS:**ENVIRONMENT:**

Office environment.
Constant interruptions.

PHYSICAL DEMANDS:

Dexterity of hands and fingers to operate a computer keyboard.
Seeing to read a variety of materials.
Hearing and speaking to exchange information in person and on the telephone.
Sitting for extended periods of time.
Bending at the waist, kneeling or crouching.

G: Accounts Receivable.Payable Clerk.doc