

## **CITY COUNCIL AGENDA**

**May 3, 2016**

**REGULAR SESSION - 6:00 P.M.**

**ANDERSON CITY HALL  
1887 Howard Street**

### **PARTICIPATION BY PUBLIC IN MEETING**

Please review the Agenda to determine if the subject you wish to discuss is scheduled for Council consideration. If it is on the Agenda, you will have an opportunity when that matter comes up for discussion to briefly address the Council.

If the subject is *not* on tonight's Agenda, please complete an Agenda Request Form (on Clerk's table) and present it to the City Council Clerk. You will have the opportunity to speak on the subject under Item 5.2. However, if the item is not on the Agenda, each speaker will be limited to one three (3) minute opportunity to speak, unless the City Council makes an exception due to special circumstances.

The Brown Act prohibits the Council from taking action on any item not placed on the printed Agenda in most cases.

The Brown Act requires any non-confidential documents or writings distributed to a majority of the City Council less than 72 hours before a regular meeting will be made available to members of the public at the same time they are distributed.

City Council meetings are televised and can be seen live on Cable Public Access Channel **181** (previously Channel 11) and on tape delay the following morning at 10:00 a.m. City Council meetings may also be viewed on the City's website at [www.ci.anderson.ca.us](http://www.ci.anderson.ca.us) by clicking on the TV icon on the Home Page.

In compliance with the Americans with Disabilities Act, the City of Anderson will make available to members of the public any special assistance necessary to participate in this meeting. The public should contact the City Clerk's office (378-6646) to make such a request. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

**This is an Equal Opportunity Program. Discrimination is prohibited by Federal Law. Complaints of discrimination may be filed with the Secretary of Agriculture, Washington, D.C. 20250.**

**REGULAR SESSION – 6:00 P.M.**

- 1.0 **ROLL CALL – COUNCIL:** Councilmember Comnick  
Councilmember Yarbrough  
Councilmember Hunt  
Vice-Mayor Browning  
Mayor Baugh
- 2.0 **INVOCATION** – Elder Dan Eckley, Anderson-Cottonwood Neighborhood Church, will give the invocation.
- 3.0 **PLEDGE OF ALLEGIANCE** –Vice-Mayor Browning.
- 4.0 **INTRODUCTIONS** – Police Chief Michael Johnson will introduce new Public Safety Records Clerk Nancy Smith.
- 4.1 **PRESENTATIONS**
- a. Mr. Aramajit Singh regarding the Vaisaki Festival.
  - b. Ms. Raina Brown will make a presentation regarding the Anderson Little League.
- 4.2 **PROCLAMATIONS**
- a. Veteran's Appreciation Month
  - b. National Police Week and Officer Memorial Day
- 5.2 **PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA** - *Anyone in the audience who wishes to address the Council on a subject which is not on tonight's agenda is now invited to come to the podium. Please provide your name and the subject you wish to discuss. Please limit your remarks to 3 minutes or less.*

**CONSENT AGENDA**

- 6.0 **CONSENT AGENDA** - *Consent Agenda items are expected to be routine and non-controversial. They will be acted upon by the Council at one time without discussion. Any member of the public, staff or City Council may request that an item be removed from the Consent Agenda for separate discussion. Are there any requests to remove any items from the Consent Agenda?*
- 6.1 **MINUTES** - Approve the minutes of the regular meeting of April 19, 2016.
- 6.2 **WARRANTS** - Receive and file warrant 4338 to 4408 in the amount of \$133,995.78; warrant 4409 to 4449 in the amount of \$87,494.61; an ACH in the amount of \$1,142.90; and an ACH in the amount of \$24,839.18.
- 6.3 **CITY ATTORNEY** – None.

6.4 **CITY CLERK**

- a. Adopt a resolution amending Resolution No. 15-50 authorizing the Mayor to vote for and sign the Written Ballot of the Permanent Members of Economic Development Corporation of Shasta County, a California Nonprofit Public Benefit Corporation, on behalf of the City Council, approving the Restated Bylaws of the Corporation and the Certificate of Amendment of the Articles of Incorporation of the Corporation.
- b. Waive reading, except by title, of any ordinances under consideration at this meeting for either introduction or passage per Government Code Section 36934.

6.5 **CITY MANAGER** – None.

6.6 **ASSISTANT CITY MANAGER/FINANCE DIRECTOR/TREASURER** – Receive and file the quarterly treasurer's report for the fiscal quarter ended March 31, 2016.

**END OF CONSENT CALENDAR**

6.11 **ITEMS (IF ANY) REMOVED FROM THE CONSENT CALENDAR** – *Items removed from the Consent Agenda for discussion will be treated as Regular Agenda items and any member of the public may request to address the Council on any such item as it comes up for discussion. Please provide your name and limit your remarks to 3 minutes or less.*

7.0 **PUBLIC HEARINGS** – None.

**REGULAR AGENDA**

8.0 **REGULAR AGENDA** – *Regular Agenda Items will be discussed individually and in order. Any member of the public may request to address the Council on an item as it comes up for discussion. Please provide your name and limit your remarks to 3 minutes or less.*

8.2 **CITY ATTORNEY**

**AGREEMENT FOR MAINTAINING THE DRUG DISPOSAL KIOSK LOCATED IN FRONT OF ANDERSON POLICE STATION**

**RECOMMENDED ACTION:**

**Approve, and authorize the City Manager to execute, the Contractual Agreement between the Shasta County Chemical People and the City of Anderson for the purpose of providing a safe disposal option for the residents of the City of Anderson to dispose of their unwanted, unneeded and expired prescription and over the counter medications.**

- 9.0 **SUCCESSOR AGENCY** – *(The City Council will, as the Successor Agency, conduct business related to the now dissolved Anderson Redevelopment Agency.)* – None.
- 10.0 **STAFF REPORTS** - None.
- 11.0 **COUNCIL REPORTS/COMMENTS** – *City Councilmembers will report on attendance at conferences/meetings reimbursed at City expense (Requirement of Assembly Bill 1234.)*
- 12.0 **ADJOURN - The City Council will adjourn to May 17, 2016.**

**ANDERSON CITY COUNCIL  
PROCLAMATION**

**PROCLAIMING MAY 2016  
AS "VETERANS APPRECIATION MONTH"**

**WHEREAS**, the vigilance of the members of the United States Armed Forces has been instrumental in preserving the freedom, security, and prosperity enjoyed by the people of the United States; and

**WHEREAS**, freedom is not free, Veterans have paid the price by leaving their families and communities and placing themselves in harm's way, for the good of all; and

**WHEREAS**, Veterans have demonstrated integrity, a commitment to excellence and a determination to do the best job possible, with a wide variety of valuable skills and qualifications such as experience, loyalty, maturity and leadership; and

**WHEREAS**, the citizens of the City of Anderson have great admiration and the utmost appreciation for all the local men and women who have selflessly served their country and this community in the armed forces, in order to protect and preserve the freedoms enjoyed by our community and all Americans.

**NOW, THEREFORE**, the Anderson City Council does hereby proclaim the month of May 2016 as **Veterans Appreciation Month**, urging all local employers, organized labor, Veterans organizations, and other government leaders to support this worthy campaign to honor the men and women who have faithfully served our nation.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Corporate Seal of the City of Anderson to be affixed this 3rd day of May 2016.

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Susie Baugh, Mayor of the City of Anderson

**ANDERSON CITY COUNCIL  
PROCLAMATION**

**POLICE OFFICER WEEK  
May 15 through 21, 2016  
and  
PEACE OFFICERS' MEMORIAL DAY  
May 15, 2016**

**WHEREAS**, there are approximately 900,000 law enforcement officers serving in communities across the United States, including seventeen sworn members of the Anderson Police Department; and

**WHEREAS**, some 60,000 assaults against law enforcement officers are reported each year, resulting in approximately 16,000 injuries; and

**WHEREAS**, since the first recorded death in 1791, more than 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty; and

**WHEREAS**, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

**WHEREAS**, May 15<sup>th</sup> is designated as Peace Officers' Memorial Day with federal law (P.L. 103-322) directing that all flags be flown at half-staff on that date in honor of fallen officers and their families; and

**WHEREAS**, the safety of our citizenry greatly depends on the services of the Anderson Police Department, the Shasta County Sheriff's Office, the Shasta County Marshal's Office, and the Redding Police Department, as well as the many state and federal agencies that make up the law enforcement community in Shasta County.

**NOW, THEREFORE**, the Anderson City Council does hereby proclaim the week of May 15-21, 2016, as National Police Week, and Sunday, May 15, 2016, as Peace Officers' Memorial Day in the City of Anderson, and urges Anderson residents and civic organizations to salute our dedicated law enforcement professionals.

**AND BE IT FURTHER PROCLAIMED** that City of Anderson flags will be flown at half-staff from Friday, May 13, 2016 through Sunday, May 15, 2016, in honor of all peace officers killed in the line of duty.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Corporate Seal of the City of Anderson to be affixed this 3rd day of May 2016.

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Susie Baugh, Mayor of the City of Anderson

# **DRAFT**

## **ANDERSON CITY COUNCIL MINUTES**

**Regular Meeting  
April 19, 2016**

### **REGULAR SESSION**

The regular session was called to order at 6:00 p.m.

### **INVOCATION**

Elder Ryan Wildauer, Anderson-Cottonwood Neighborhood Church, gave the Invocation.

### **PLEDGE OF ALLEGIANCE**

Councilmember Cornick led the Pledge of Allegiance.

### **ROLL CALL**

Councilmembers present: Councilmember Cornick  
Councilmember Yarbrough  
Councilmember Hunt  
Vice-Mayor Browning  
Mayor Baugh

Councilmembers absent: None.

Also present: City Manager Jeff Kiser, City Attorney Jody Burgess, Assistant City Manager Liz Cottrell, Police Chief Michael Johnson, City Engineer David Durette, and City Clerk Juanita Barnett.

### **PROCLAMATIONS**

Councilmember Yarbrough read a proclamation thanking the Anderson and Enterprise Lions for sponsoring the 12<sup>th</sup> Annual Anderson Century Bike Ride and Mayor Baugh presented the proclamation to Marc Romero, Ride Director, Lions Anderson Century Bike Ride.

Mr. Romero thanked the Council and their sponsors for their support and gave a brief overview of the event and acknowledged Glen Cunningham, President-Elect Anderson Lions and Skip O'Brien, Secretary Anderson Lions who were attending the meeting with him.

*The City of Anderson is an Equal Opportunity Provider*

**PRESENTATIONS**

Retiring EDC President Mark Lascelles gave the annual Shasta EDC Annual Report and Anderson Representative Brad Frost, Shasta EDC Board of Directors, introduced the new EDC President Tony Giovaniello.

Mr. Giovaniello gave a brief history of his qualifications and stated he looks forward to working with the City Council in the future.

**PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA**

Kim Chamberlain addressed the Council regarding the Anderson River Park Veterans Memorial, gave a brief history of the development of the memorial, and thanked the Council for their support.

Jeff Nelson addressed the Council and provided an update on the care and maintenance of the Anderson River Park Veterans Memorial.

**STUDENT REPORTS**

Anderson New Tech High School student representative McKenzie Hobson gave an update on school activities.

Anderson Teen Center student representative Jacob Sears gave an update on teen center activities.

**CONSENT AGENDA**

By motion made, seconded (Yarbrough/Browning), and carried by a 5-0 vote, the Council took the following actions:

Approved the minutes of the regular meeting of April 5, 2016.

Received and filed warrant 4195 to 4274 in the amount of \$196,687.08; warrant 4275 to 4337 in the amount of \$232,493.22; an ACH in the amount of \$1,142.90; and an ACH in the amount of \$24,627.71.

Waived reading, except by title, of any ordinances under consideration at this meeting for either introduction or passage per Government Code Section 36934.

Directed the City Engineer to prepare and record a Notice of Completion for the Ventura and Ferry Streets Sewer Replacement Project.

**Vote:** AYES: Councilmembers Yarbrough, Browning, Comnick, Hunt, and Mayor Baugh.  
NOES: None.



ABSTAIN: None.  
ABSENT: None.

**ITEMS REMOVED FROM THE CONSENT CALENDAR - None.**

**PUBLIC HEARINGS - None.**

**REGULAR AGENDA**

**CITY MANAGER**

Mayor Baugh moved Item 8.8 Retirement of Police Sergeant David Price up on the Agenda for discussion at this time.

**RETIREMENT OF POLICE SERGEANT DAVID PRICE; RESOLUTION NO. 16-19**

Vice Mayor Browning read the Resolution and Mayor Baugh presented it to Sergeant Price.

Chief Johnson expressed his appreciation for the many years of service Sergeant Price has committed to the safety of the Anderson community.

Sergeant Price thanked the Council for the recognition and expressed his appreciation for the opportunity to serve Anderson for the past twenty-two years.

Susan Price thanked the City for the many years of support of her husband during his 22 year tenure with the City's Police Department.

By motion made, seconded (Yarbrough/Hunt), and carried by a 5-0 vote, the Council adopted Resolution No. 16-19 acknowledging and honoring Sergeant David Price on the occasion of his retirement after 22 years of service with the Anderson Police Department.

**Vote:** AYES: Councilmembers Yarbrough, Hunt, Comnick, Browning, and Mayor Baugh.  
NOES: None.  
ABSTAIN: None.  
ABSENT: None.

**CONSIDERATION OF A RESOLUTION TO ENHANCE NEW COMMERCIAL AND INDUSTRIAL DEVELOPMENT PROJECTS WITHIN THE CITY OF ANDERSON; RESOLUTION NO. 16-18**

City Manager Jeff Kiser gave a staff report and together with City Attorney Jody Burgess, answered questions from the Council.

By motion made, seconded (Browning/Comnick), and carried by a 5-0 vote, the Council adopted Resolution No. 16-18 adopting a policy authorizing to reduce and/or eliminate selected City wide impact fees for new commercial and industrial development projects within the City of Anderson.

**Vote:** AYES: Councilmembers Browning, Comnick, Yarbrough, Hunt, and Mayor Baugh.  
NOES: None.  
ABSTAIN: None.  
ABSENT: None.

**PUBLIC WORKS DEPARTMENT**

**WASTEWATER PRESSURE FILTER REHABILITATION PROJECT**

City Engineer David Durette gave a staff report and answered questions from the Council.

By motion made, seconded (Hunt/Yarbrough), and carried by a 5-0 vote, the Council approved the Plans, Specifications, Estimates and Contract Documents for the Wastewater Pressure Filter Rehabilitation Project and instructed the City Engineer to advertise for bids; and authorized the opening of bids at 2:00 p.m., May 18, 2016 in the City Council Chambers.

**Vote:** AYES: Councilmembers Hunt, Yarbrough, Comnick, Browning, and Mayor Baugh.  
NOES: None.  
ABSTAIN: None.  
ABSENT: None.

**STAFF REPORTS** - None.

**COUNCIL REPORTS/COMMENTS**

Councilmembers used this time to report on meetings and activities they participated in and to announce upcoming events.

**CLOSED SESSION**

**Public Comment on Closed Session Item(s)** - None.

**7:20 p.m.:** ***The City Council convened to Closed Session to discuss the following items:***

**PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

[Pursuant to Govt. Code Section 54957]

Title: City Manager

**7:40 p.m.:** ***The City Council reconvened to Open Session.***

**CLOSED SESSION ANNOUNCEMENT**

Mayor Baugh announced Council sat in Closed Session to discuss an employee performance evaluation with no reportable actions taken.

**ADJOURNMENT**

**7:40 p.m.:** ***The City Council adjourned to May 3, 2016.***

ATTEST:

\_\_\_\_\_  
Susie Baugh, Mayor

\_\_\_\_\_  
Juanita Barnett, City Clerk

# AGENDA ITEM

**May 3, 2016 City Council Meeting**



**Approved for Submittal By:**

*Jeff Kiser*  
\_\_\_\_\_  
Jeff Kiser, City Manager

**To Be Presented By:**

*Liz Cottrell*  
\_\_\_\_\_  
Liz Cottrell, Finance Director/Treasurer

To: Honorable Mayor and Members of the Anderson City Council

Through: Jeff Kiser, City Manager

From: Liz Cottrell, Finance Director/Treasurer

Date: May 3, 2016

## **SUBJECT**

**Receive and File Weekly Warrant Registers.**

## **RECOMMENDATION**

Receive and file warrant 4338 to 4408 in the amount of \$133,995.78; Receive and file warrant 4409 to 4449 in the amount of \$87,494.61; Receive and file ACH in the amount of \$1,142.90; Receive and file ACH in the amount of \$24,839.18.

## **ATTACHMENTS**

Warrant Registers.

Check Register Report

Date: 04/15/2016

Time: 9:59 am

Page: 1

City of Anderson

BANK: TRI COUNTIES BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>TRI COUNTIES BANK Checks</b>							
4338	04/15/2016	Printed		05171	ADAMS ASHBY GROUP, LLC.	PROFESSIONAL SERVICES	2,760.00
4339	04/15/2016	Printed		05644	AMERICAN FIDELITY ASSURANCE CO	CAFETERIA 125 P/E 04/08/2016	348.46
4340	04/15/2016	Printed		1150	ANTHEM BLUE CROSS LIFE AND APOA	HEALTH INS. PREMIUM-HUNT	1,053.00
4341	04/15/2016	Printed		0580		DUES FOR P/E 4/08/2016	600.00
4342	04/15/2016	Void	04/15/2016			Void Check	0.00
4343	04/15/2016	Printed		111011	AT& T CALNET	PHONE CHARGES	271.10
4344	04/15/2016	Printed		1133	BASIC LAB,INC.	PROFESSIONAL SERVICES	427.80
4345	04/15/2016	Printed		11359	BAT ELECTRIC INC.	PROFESSIONAL SERVICES	177.30
4346	04/15/2016	Printed		1136012	SUSAN BAUGH	HEALTH INSURANCE REIMBURSEMENT	726.72
4347	04/15/2016	Printed		11471	BMI	LICENSE FEE	336.00
4348	04/15/2016	Printed		124757	C.A.P.E. ACCOUNTING	MEMBERSHIP RENEWAL-CANAVAN	45.00
4349	04/15/2016	Printed		120602	CA. DEPT. OF CHILD SUPPORT SER	PAR#0002232853 P/E 04/08/2016	69.23
4350	04/15/2016	Printed		1209355	CALIFORNIA DIAMOND PRODUCTS	SUPPLIES	421.85
4351	04/15/2016	Printed		1210	CALIFORNIA SAFETY CO.	PROFESSIONAL SERVICES	1,177.50
4352	04/15/2016	Printed		1280	CDAА	ASSET FORFEITURES	495.85
4353	04/15/2016	Printed		1280	CDAА	ASSET FORFEITURES	502.71
4354	04/15/2016	Printed		131750	CHARTER COMMUNICATIONS	INTERNET SERVICES	135.99
4355	04/15/2016	Printed		132203	CITY OF REDDING	LIBRARY CONTRIBUTION	2,729.25
4356	04/15/2016	Printed		13271	CNOA	SINTF-REGISTRATION	160.00
4357	04/15/2016	Printed		1350	COM-PAIR SERVICES	EQUIPMENT RENTAL	200.00
4358	04/15/2016	Printed		1337	NORMA COMNICK	INSURANCE PREMIUM APR-2016	383.61
4359	04/15/2016	Printed		1380	COOK CONCRETE PRODUCTS	MATERIALS	332.44
4360	04/15/2016	Printed		14653	DEPT OF FISH AND WILDLIFE	#DFG214104925 ASSET FORFEITURE	2,333.17
4361	04/15/2016	Printed		1480	DEPT OF JUSTICE	FINGERPRINT APPLICATIONS	277.00
4362	04/15/2016	Printed		152503	THE ED JONES CO.,INC.	PROFESSIONAL SERVICES	227.00
4363	04/15/2016	Printed		1534985	EMBLEM ENTERPRISES, INC.	SUPPLIES	390.96
4364	04/15/2016	Printed		1540	EMPLOYMENT DEVELOPMENT	STATE W/H P/E 04/08/2016	4,352.57
4365	04/15/2016	Printed		1540	EMPLOYMENT DEVELOPMENT	SDI W/H FOR P/E 04/08/2016	680.94
4366	04/15/2016	Printed		157535	ENTERPRISE PLUMBING, INC.	PROFESSIONAL SERVICES	363.36
4367	04/15/2016	Printed		05808	FASTENERS INC.	SUPPLIES	14.03
4368	04/15/2016	Printed		1659315	GFOA	MEMBERSHIP RENEWAL-WHITE	150.00
4369	04/15/2016	Printed		179001	KATHY HAWK	CLEANING DEPOSIT REFUND	350.00
4370	04/15/2016	Printed		1820	HOY & SON CONSTRUCTION,INC	PROFESSIONAL SERVICES	105.00
4371	04/15/2016	Printed		1840	ICMA RETIREMENT TRUST 457	PLAN # 302204 W/H P/E 04/08/16	1,491.15
4372	04/15/2016	Printed		1850430	INLAND BUSINESS SYSTEMS	SUPPLIES	123.39
4373	04/15/2016	Printed		18915570	MICHAEL L. JOHNSON	PER DIEM- TRAVEL	102.00
4374	04/15/2016	Printed		303876	KCOE ISOM, LLP	PROFESSIONAL SERVICES	5,850.00
4375	04/15/2016	Printed		193209	LASSEN LANDSCAPE MATERIALS	MATERIALS	703.06
4376	04/15/2016	Printed		193589	LEHR AUTO	CREDIT MEMO	284.22
4377	04/15/2016	Printed		198787	MCMASTER-CARR SUPPLY CO.	SUPPLIES	222.73
4378	04/15/2016	Printed		203341	MOTOROLA	EQUIPMENT	639.36
4379	04/15/2016	Printed		3050	OFFICE DEPOT	OFFICE SUPPLIES	6.43
4380	04/15/2016	Void	04/15/2016			Void Check	0.00
4381	04/15/2016	Printed		4000	PACIFIC GAS & ELECTRIC	UTILITIES	916.51
4382	04/15/2016	Printed		4009	PACIFIC SUPPLY - REDDING	SUPPLIES	120.94
4383	04/15/2016	Printed		4040	PAYLESS BUILDING SUPPLY	MATERIALS	45.27
4384	04/15/2016	Printed		405734	NATHANIEL PETERSON	BOOT ALLOWANCE	325.00
4385	04/15/2016	Printed		4074245	PRAIRIE SQUARES	PROFESSIONAL SERVICES	273.00
4386	04/15/2016	Printed		407499	PRIME HEALTHCARE SERVICES-SH	PROFESSIONAL SERVICES	500.00
4387	04/15/2016	Printed		407527	PRUDENTIAL MUNICIPAL POOL	INSURANCE PREMIUM P/E APR-16	1,386.85
4388	04/15/2016	Printed		50100	RAY MORGAN CO.	MONTHLY LEASE	184.71
4389	04/15/2016	Printed		5060145	REDDING TELEPHONE ANSWERING	PROFESSIONAL SERVICES	26.00



Check Register Report

Date: 04/21/2016

Time: 3:17 pm

Page: 1

City of Anderson

BANK: TRI COUNTIES BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>TRI COUNTIES BANK Checks</b>							
4409	04/22/2016	Printed		1010	ANDERSON FARM & YARD SUP.	MATERIALS	66.57
4410	04/22/2016	Printed		1012	ANDERSON FIRE PROTECTION DIST.	FIRE INSPECTION & IMPACT FEES	27,962.29
4411	04/22/2016	Printed		11095	AT & T	PHONE CHARGES	100.89
4412	04/22/2016	Printed		111011	AT& T CALNET	PHONE CHARGES	78.01
4413	04/22/2016	Printed		1133	BASIC LAB, INC.	PROFESSIONAL SERVICES	172.00
4414	04/22/2016	Printed		118601011	BURGESS & BOGENER, INC.	PROFESSIONAL SERVICES	8,207.00
4415	04/22/2016	Printed		131750	CHARTER COMMUNICATIONS	INTERNET SERVICES	167.47
4416	04/22/2016	Printed		13119	CHIEF LAW ENFORCEMENT SUPPLY	SUPPLIES	605.60
4417	04/22/2016	Printed		1352	COMCATE	LICENSE AGREEMENT-CEM/RIM	12,078.51
4418	04/22/2016	Printed		1441550	VICTOR A. DAVEY	#APD15-5798 RETURN ASSETS	3,354.90
4419	04/22/2016	Printed		149330	DIV. OF THE STATE ARCHITECT	SB FEE BUSINES LIC- JAN-MAR 16	18.90
4420	04/22/2016	Printed		152101	ECOFILE CORP.	PROFESSIONAL SERVICES	700.00
4421	04/22/2016	Printed		154855	ENERPOWER	UTILITIES	1,262.00
4422	04/22/2016	Printed		157863	EVERBANK	MONTHLY LEASE	206.55
4423	04/22/2016	Printed		100155	EWING	MATERIALS	970.77
4424	04/22/2016	Printed		05808	FASTENERS INC.	SUPPLIES	35.05
4425	04/22/2016	Printed		1645160	FOREMOST PROMOTIONS	SUPPLIES	255.32
4426	04/22/2016	Printed		17210	GRAINGER	SUPPLIES	64.52
4427	04/22/2016	Printed		17895	HAVEN HUMANE SOCIETY	SPAY & NEUTER CERT #0511	40.00
4428	04/22/2016	Printed		1850430	INLAND BUSINESS SYSTEMS	MONTHLY MAINTENANCE OVERAGE	328.61
4429	04/22/2016	Printed		197799	MARK A. CRUMPTON	PROFESSIONAL SERVICES	12,400.87
4430	04/22/2016	Printed		2090	NORMAC	SUPPLIES	525.98
4431	04/22/2016	Printed		20900	NORMED	SUPPLIES	264.40
4432	04/22/2016	Printed		3035	NORTHERN CALIF. GLOVES	SUPPLIES	133.11
4433	04/22/2016	Printed		4074	NORTHERN LIGHTS ENERGY, INC.	FUEL SUPPLIES	51.62
4434	04/22/2016	Printed		1538	NOUVANT HOMES	OVERCHARGE REFUND	143.05
4435	04/22/2016	Printed		303894	O2 STAFFING, INC.	PROFESSIONAL SERVICES	1,205.43
4436	04/22/2016	Printed		30747	OUT AND ABOUT SHASTA	CLEANING DEPOSIT REFUND	350.00
4437	04/22/2016	Printed		30748	OUTDOOR CREATIONS, INC.	SUPPLIES	2,499.12
4438	04/22/2016	Printed		4000	PACIFIC GAS & ELECTRIC	UTILITIES	15.60
4439	04/22/2016	Printed		50100	RAY MORGAN CO.	SINTF-LEASE	321.74
4440	04/22/2016	Printed		50200	REDDING RECORD SEARCHLIGHT	ADVERTISING	164.25
4441	04/22/2016	Printed		60062	SHANE'S AUTO ACCESSORIES	PROFESSIONAL SERVICES	122.00
4442	04/22/2016	Printed		60356	SHASTA CO. ARTS COUNCIL	PROFESSIONAL SERVICES	105.00
4443	04/22/2016	Printed		6050	SHASTA CO.OPPORTUNITY CENTER	JANITORIAL SERVICES	3,125.00
4444	04/22/2016	Printed		6090	SHASTA COUNTY INFO. TECH. DEPT	SINTF-PC MAINTENANCE	1,919.18
4445	04/22/2016	Printed		6095410	SHASTA EDC	PROFESSIONAL SERVICES	1,630.00
4446	04/22/2016	Printed		7040	SHELL FLEET CARD	FUEL CHARGES	214.74
4447	04/22/2016	Printed		8150	VALLEY INDUSTRIAL	PROFESSIONAL SERVICES	142.50
4448	04/22/2016	Printed		8150	VALLEY INDUSTRIAL	PROFESSIONAL SVCS & EQUIPMENT	5,379.97
4449	04/22/2016	Printed		2030	VSS EMULTECH, INC.	SUPPLIES	106.09

Total Checks: 41

Checks Total (excluding void checks):

87,494.61

Total Payments: 41

Bank Total (excluding void checks):

87,494.61

Total Payments: 41

Grand Total (excluding void checks):

87,494.61

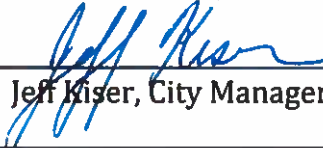
 4/22/16  
SIGNATURE DATE



# AGENDA ITEM

**May 3, 2016, City Council Meeting**

**Approved for Submittal By:**

  
Jeff Kiser, City Manager

**To Be Presented By:**

  
Juanita Barnett, City Clerk

To: Honorable Mayor and Members of the Anderson City Council

Through: Jeff Kiser, City Manager

From: Juanita Barnett, City Clerk

Date: May 3, 2016

## **SUBJECT**

**Shasta County Economic Development Corporation Bylaws and Articles of Incorporation changes**

## **RECOMMENDATION**

The City Clerk recommends that the City Council:

**Adopt a resolution amending Resolution No. 15-50 authorizing the Mayor to vote for and sign the Written Ballot of the Permanent Members of Economic Development Corporation of Shasta County, a California Nonprofit Public Benefit Corporation, on behalf of the City Council, approving the Restated Bylaws of the Corporation and the Certificate of Amendment of the Articles of Incorporation of the Corporation.**

## **FISCAL IMPACT**

None.



## **DISCUSSION and BACKGROUND**

On December 1, 2016, the City Council adopted Resolution No. 15-50 authorizing the Mayor to vote for and sign the Written Ballot of the Permanent Members of the Economic Development Corporation of Shasta County, a California Nonprofit Public Benefit Corporation, approving the Restated Bylaws of the Corporation and the Certificate of Amendment of the Articles of Incorporation of the Corporation.

By this action, the EDC bylaws will change to; remove the Chambers of Commerce from Anderson, Burney, Cottonwood, Fall River, Redding, and Shasta Lake from representation on the Board, increase the "At-Large" membership from five members to ten, update the specific Purpose which requires amending the Articles of Incorporation.

The Shasta EDC has submitted an amended ballot for this item as the original documents cited the incorrect corporation code. While this may have only been a typographical error, the City Attorney has recommend Council adopt an amended resolution with the corrected ballot.

## **ATTACHMENTS**

1. Proposed Resolution with corrected ballot.

**RESOLUTION NO.16-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANDERSON  
AMENDING RESOLUTION NO. 15-50 APPROVING CHANGES TO THE  
BYLAWS AND ARTICLES OF INCORPORATION OF THE  
ECONOMIC DEVELOPMENT CORPORATION OF SHASTA COUNTY**

**WHEREAS**, The Economic Development Corporation Shasta County (EDC) was established in 1957; and

**WHEREAS**, the City of Anderson was named as a Permanent Member of the EDC Board of Directors (Board); and

**WHEREAS**, the EDC now wishes to remove the Chambers of Commerce from Anderson, Burney, Cottonwood, Fall River, Redding, and Shasta Lake (Chambers) from representation on the Board; and

**WHEREAS**, the EDC is proposing to increase the "At-Large" membership from five members to ten; and

**WHEREAS**, the EDC also wishes to update the Specific Purpose which requires amending their Articles of Incorporation; and

**WHEREAS**, approval from each Permanent Member of the Board is required in order to amend EDC's Bylaws and Articles of Incorporation to reflect changes necessary to change the composition of the Board as well as update the Specific Purpose to reflect the inclusion of Startups in EDC's e scope of business.

**WHEREAS**, on December 1, 2016, the City Council adopted Resolution No. 15-50 approving the above proposed changes and authorizing the Mayor to vote in favor of these changes; and

**WHEREAS**, the original ballot cited an incorrect Corporation code; and

**WHEREAS**, the City Council now wishes to correct this error by amending Resolution No. 15-50 to include the corrected ballot.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Anderson, as a Permanent Member of the Economic Development Corporation of Shasta County Board of Directors, does hereby authorize the Mayor to vote for and sign the Written Ballot of the Permanent Members of Economic Development Corporation of Shasta County, a California Nonprofit Public Benefit Corporation, amended to show the correct California Corporation Code Section 7513, attached hereto as Exhibit A, approving the Restated Bylaws of the Corporation and the Certificate of Amendment of the Articles of Incorporation of the Corporation.

**PASSED AND ADOPTED** by the City Council of the City of Anderson this 5th day of May, 2016, by the following vote:

---

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Susie Baugh, Mayor

ATTEST:

\_\_\_\_\_  
Juanita Barnett, City Clerk



# AGENDA ITEM

**May 3, 2016 City Council Meeting**

**Approved for Submittal By:**

*Jeff Kiser*

Jeff Kiser, City Manager

**To Be Presented By:**

*Liz Cottrell*

Liz Cottrell, Finance Director/Treasurer

To: Honorable Mayor and Members of the Anderson City Council

Through: Jeff Kiser, City Manager

From: Liz Cottrell, Finance Director/Treasurer

Date: May 3, 2016

## **SUBJECT**

**Quarterly Treasurer's Report on City Investments**

## **RECOMMENDATION**

The Finance Director recommends that the City Council:

**Receive and file the quarterly treasurer's report for the fiscal quarter ended March 31, 2016.**

## **FISCAL IMPACT**

This action has no direct fiscal impact. The report is for information purposes only.

## **DISCUSSION and BACKGROUND**

State law requires the City Treasurer to report every fiscal quarter to the City Council about the city's investments. The attached report includes complete information about the city treasury and certifies that the city's investments are in accordance with state law and the Council's adopted investment policy.

## **ATTACHMENTS**

Quarterly Treasurer's Report and Certification for the fiscal quarter ended March 31, 2016.

**City of Anderson**  
**Quarterly Certification of Compliance with Investment Policy**  
 Quarter Ended March 31, 2016

A. Section 8.1 of the City's Investment Policy restricts the amount of pooled funds which may be invested in certain types of investments. These types of investments and a statement of compliance are below.

<u>Investment Type</u>	<u>Maximum Investment</u>	<u>Current Investment</u>	<u>Percent of Total</u>	<u>Below Maximum?</u>
Banker's Acceptances	15% of Total Portfolio	\$0	0.00%	Yes
Certificates of Deposit	30% of Total Portfolio	\$0	0.00%	Yes
Prime Commercial Paper	15% of Total Portfolio	\$0	0.00%	Yes
Medium-term Corporate Notes	15% of Total Portfolio	\$0	0.00%	Yes

B. Section 13.1 of the City's Investment Policy restricts the overall maturities of pooled investments. These restrictions and a statement of compliance are below.

<u>Maturity</u>	<u>Investment Restriction</u>	<u>Current Investment</u>	<u>Percent of Total</u>	<u>Limit Met?</u>
Within One Year	50% of Total - Minimum	\$8,855,378	100.00%	Yes
Between Three and Five Years	25% of Total - Maximum	\$0	0.00%	Yes
Over Five Years	None Allowed	\$0	0.00%	Yes

C. Section 13.1 of the City's Investment Policy provides that the average investment maturity must be less than three years.

Weighted Average Days to Maturity of Treasurer's Pool: 1  
 Restriction Met?: Yes

I hereby certify that as of March 31, 2016 the investment of the City of Anderson comply in all respects with the requirements of the California Government Code and the City's current Investment Policy and that there is sufficient cash flow to cover the next six months expenditures.

Certified by:   
 Liz Cottrell, Treasurer

City of Anderson  
 Quarterly Report on the Treasurer's Investment Pool  
 Quarter Ended March 31, 2016

Checking and Passbook accounts	Issuer	Yield to Maturity	Rate	Days to Maturity	Par Value	Book Value	Market Value	Credit Rating (Notes)	Percent of Total Investments
Primary Checking	Tri-Counties Bank	na	na	na	1,946,221	1,946,221	1,946,221	na	
Payroll Checking	Tri-Counties Bank	na	na	na	1,000	1,000	1,000	na	
Passbook Savings	Tri-Counties Bank	na	0.02%	na	33,246	33,246	33,246	na	
REDIP Reserve Acct	Tri-Counties Bank	na	0.02%	na	21,167	21,167	21,167	na	
Money Market	Tri-Counties Bank	na	0.19%	na	263,166	263,166	263,166	na	
<b>Subtotal</b>					<b>2,264,800</b>	<b>2,264,800</b>	<b>2,264,800</b>		<b>25.58%</b>
<b>Certificates of Deposit</b>					<b>0</b>	<b>0</b>	<b>0</b>		<b>0.00%</b>
<b>Local Agency Investment Fund</b>									
Local Agency Investment Fund	na	na	0.47%	1	6,589,728	6,589,728	6,589,728	na	74.41%
<b>Petty Cash</b>									
Petty Cash	na	na	na	na	850	850	850	na	0.010%
<b>Total Funds Held by the City of Anderson on March 31, 2016</b>					<b>8,855,378</b>	<b>8,855,378</b>	<b>8,855,378</b>		<b>100.0%</b>
<b>Total Funds Held by the City of Anderson on December 31, 2015</b>					<b>6,913,321</b>	<b>6,913,321</b>	<b>6,913,321</b>		
<b>Total Funds Held by the City of Anderson on December 31, 2015</b>					<b>1,942,057</b>	<b>1,942,057</b>	<b>1,942,057</b>		

Weighted Average Yields  
 Weighted Average Days to Maturity  
 Percent Maturing within One Year  
 Percent Maturing between One and Three Years  
 Percent Maturing between Three and Five Years

0.356%  
 1  
 100.00%  
 0.00%  
 0.00%

City of Anderson  
 Quarterly Report on Funds Held Outside the Treasurer's Pool  
 Quarter Ended March 31, 2016

	Issuer	Yield to Maturity	Rate	Maturity Date	Par Value	Book Value	Market Value
Superior California Economic Development District Checking Account	Tr-Counties Bank	na	0.02%	na	4,355	4,355	4,355
Amarinational Community Services Group		na	na	na	140	140	140
Funds Held by Trustee (US Bank) for Redevelopment Agency (2005)		-	Retired		0	0	0
Funds Held by Trustee (US Bank) for Redevelopment Agency (2008)		-	Retired		0	0	0
Funds Held by Trustee (US Bank) for Redevelopment Agency (2015)		0.05%	na	na	489,950	489,950	489,950
Funds Held by Trustee (Union Bank) for Wastewater Bonds		0.00%	na	na	-	-	-
ICMA Retirement Corporation Employee Directed Investments		na	na	na	1,808,526	1,808,526	1,808,526
Total Funds Held by the City of Anderson Outside the Treasurer's Investment Pool on March 31, 2016					2,302,971	2,302,971	2,302,971
Total Funds Held by the City of Anderson Outside the Treasurer's Investment Pool on December 31, 2015					2,300,253	2,300,253	2,300,253
Difference					2,718	2,718	2,718



# AGENDA ITEM

**May 3, 2016, City Council Meeting**

**Approved for Submittal By:**

*Jeff Kiser*  
Jeff Kiser, City Manager

**To Be Presented By:**

*Jody Burgess*  
Jody Burgess, City Attorney

To: Honorable Mayor and Members of the Anderson City Council

Through: Jeff Kiser, City Manager

From: Jody Burgess, City Attorney

Date: May 3, 2016

## SUBJECT

**Agreement for maintaining the Drug Disposal Kiosk located in front of Anderson Police Station**

## RECOMMENDATION

The City Attorney and Police Chief recommend that the City Council:

**Approve, and authorize the City Manager to execute, the Contractual Agreement between the Shasta County Chemical People and the City of Anderson for the or the purpose of providing a safe disposal option for the residents of the City of Anderson to dispose of their unwanted, unneeded and expired prescription and over the counter medications.**

## FISCAL IMPACT

None.



## **DISCUSSION and BACKGROUND**

The Contractual Agreement between the Shasta County Chemical People and the City of Anderson is the product of a collaborative effort of the two entities to provide a drug disposal kiosk to aid in the collection and disposal of unwanted and expired prescription and over the counter medications. The contract terms set before you have been negotiated to benefit all involved, which produces a duty upon the City's Police Department to maintain its camera monitoring on the kiosk and to provide a witness and second key to the third party agency (Sharpe Solutions, Inc.) to retrieve, handle and dispose of the medications. The service offered by this Kiosk is beneficial to the City and this contract merely assures the City is protected in its participation of the kiosk program, including securing defense, indemnity and hold harmless provisions and properly limiting the City's role to an observer only, i.e. the City is not required to handle, dispose or otherwise come into contact with the disposed prescription drugs.

The City Attorney and Police Chief recommend the approval and execution of the Contractual Agreement between the Shasta County Chemical People and the City of Anderson.

## **ATTACHMENTS**

1. Proposed MOU between Shasta County Chemical People and the City of Anderson.

**CONTRACTUAL AGREEMENT BETWEEN  
THE SHASTA COUNTY CHEMICAL PEOPLE, INC. AND  
CITY OF ANDERSON**

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**PARTIES**

This Agreement is entered into between Shasta County Chemical People, Inc. ("SCCP") and the City of Anderson ("City"), a general law city within the State of California (collectively, the "Parties" and individually a "Party") for the purpose of providing a safe disposal option for the residents of the City of Anderson to dispose of their unwanted, unneeded and expired prescription and over the counter medications.

**RECITALS**

- (A) City maintains a municipal police force at the location of 2220 North Street, Anderson, California 96007.
- (B) SCCP is a non-profit agency located in the County of Shasta that serves to provide educational and diversion efforts to secure a drug free County.
- (C) SCCP desires to facilitate a prescription and over-the-counter medication drop box (hereinafter "Disposal Box") to allow the residents of the Anderson, California to properly and safely dispose of unwanted, unnecessary or expired medications.
- (D) City desires to facilitate the placement and use of Disposal Box by providing physical space of its placement and use on the premises of 2220 North Street, Anderson, California, and subject to the terms and conditions herein.

**AGREEMENT**

**Section 1. RESPONSIBILITIES OF CITY**

Pursuant to the terms and conditions of this Agreement, City shall cause all of the following to occur:

- A. Provide monitoring of the disposal box on a daily basis by checking on the level of fullness and/or functioning ability, and where City determines, in its sole and absolute discretion, that an event requiring the disposal box to be locked and/or SCCP to be notified, it shall do so as outlined in Section 1 (B).
- B. If the disposal box is not properly functioning or incapable of serving its purpose by experiencing, for example fullness, overflowing or an extreme weight for a particular container size before a scheduled pick-up is to occur, City shall lock the opening and notify Shasta County Chemical People's ("SCCP") representative that an early or additional pick-up is required.
- C. On the date and time of the scheduled pick-up, City shall provide Sharps Solutions, Inc. (or any other reported agent of SCCP) access to the disposal box and second key and where available, to provide law enforcement or staff personnel as a witness to the removal of the disposal box contents.
- D. City agrees that placement of drug disposal boxes shall be under 24 hour video surveillance at all times; however, the parties also recognize that video surveillance is capable of temporary unavailability for numerous reasons, including but not limited to repair, replacement, power outages and so on, and that any such event is not a breach of this Agreement so long as City thereafter takes reasonable steps to restore the video surveillance.
- E. Notify SCCP of any box signage damage actually observed by City.

**Section 2. RESPONSIBILITIES OF SHASTA COUNTY CHEMICAL PEOPLE, INC.**

SCCP shall:

- A. Contract directly with Sharp Solutions, Inc., or a separate and equally qualified agent, with terms and conditions of such contract that ensure Sharp Solutions, Inc. adheres to the following obligations:

1. To adhere to all present and hereinafter enacted Federal, State, or other regulatory requirements regarding the proper handling and orderly treatment of all medical waste, including but not limited to such regulations imposed by the State of California, Department of Health Services, Medical Waste Management Act and all other regulations governing medical waste in the State of California.
  2. To strictly adhere to all present and hereinafter enacted specifications and regulations of the State of California Department of Health Services, Medical Waste Management Branch in addition to all Regulatory Ordinances for the operation of permitted Medical Waste Transportation, Treatment and Transfer Station operations.
  3. Operates under the authorization and conditions of the California Department of Public Health, Medical Waste Management Program, and Medical Waste Transporter #5997.
  4. Provide approved Biohazard, Regulated Medical Waste Transport Containers and liners to all agreed collection locations for the containment and transport of bio hazardous waste.
  5. Treat and dispose of bio waste, trace-chemotherapy waste, pathological waste and pharmaceutical waste at prices designated by waste stream.
- B. To promptly respond to all City requests/inquiries regarding the disposal box in a timely manner, including but not limited to inquiry or request pertaining to box itself, its function, and use.

**Section 3. NO JOINT VENTURE, LIMITED ROLE, AND NON-HANDLING OF WASTE**

This Agreement does not create a joint venture or partnership of any kind. City is not bound to handle or dispose of the contents of any disposal box; rather, City's obligations are only as outlined in Section 1 of this Agreement.

**Section 4. COMPENSATION.**

There shall be no compensation paid by either Party for the services provided pursuant to this Agreement.

**Section 5. TERM**

This Agreement commences on November 1, 2015, and ends on October 31, 2018, and can be extended for a greater term upon mutual and written assent of the parties to be affixed to this Agreement as an addendum.

**Section 6. TERMINATION**

- A. If SCCP and/or City materially fails to perform its responsibilities to the satisfaction of either party, or if SCCP and/or City violates any of the terms or provisions of this Agreement, then either party shall have the right to terminate the Agreement for cause effective immediately upon giving written notice thereof. Upon termination, SCCP shall cause the removal of the disposal box and its contents in a safe manner and restore the City's property to its pre-disposal box condition save and except the placement of any hardscape and/or concrete in conjunction with the disposal box construction, which shall remain on-site.
- B. SCCP and/or City may terminate this Agreement without cause on 30 days written notice.
- C. SCCP and/or City may terminate this Agreement immediately upon oral notice should funding cease or be materially decreased during the term set forth above.
- D. Should this Agreement be terminated, City shall promptly provide to SCCP any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by City pursuant to this Agreement and legally capable of release, if any at all.

**Section 7. ENTIRE MOU; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.**

- A. This Agreement supersedes all previous MOUs relating to the subject of this Agreement and constitutes the entire understanding of the parties hereto. City and SCCP specifically acknowledge that in entering into and executing this Agreement, each are relying solely upon the provisions contained in this Agreement and no others, whether oral or written.
- B. No changes, amendments, or alterations to this Agreement shall be effective unless in writing and signed by both parties.
- C. The headings that appear in this Agreement are for reference purposes only and shall not affect the meaning or construction of this Agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this Agreement, such ambiguity, conflict or inconsistency shall not be construed against either party.

**Section 8. NONASSIGNMENT AND NON-WAIVER.**

City may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of SCCP. The waiver by either party of any breach of any requirement of this Agreement shall not be deemed to be a waiver of any other breach.

**Section 9. INDEPENDENT CONTRACTOR**

The parties are construed as independent contractors and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow one party over the other to exercise discretion or control over the professional manner in which they perform their work or services that are the subject matter of this Agreement.

**Section 10. INDEMNIFICATION.**

To the fullest extent permitted by law, SCCP shall indemnify and hold harmless City, its elected officials, officers, employees, agents, and

volunteers against all liability, claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of Counsel and counsel retained by City, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the provision of services undertaken pursuant to this Agreement, or by any of SCCP's subcontractors/agents, any person employed under SCCP, or under any subcontractor, or in any capacity except when the injury or loss is caused by the sole negligence or intentional wrongdoing of City. SCCP shall also, at SCCP's own expense, defend the City, its elected officials, officers, employees, agents, and volunteers against any liability, claim, suit, action or proceeding brought against City, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this Agreement by City, or any of City's subcontractors, any person employed by City, or under any subcontractor, or in any capacity.

City shall, at City's own expense, defend the SCCP, its officers, employees, board members, agents, and volunteers against any liability, claim, suit, action or proceeding brought against SCCP, its elected officials, officers, employees, agents, and volunteers, arising from the City's performance, or non-performance, of any obligation set forth in this Agreement.

**Section 11. INSURANCE COVERAGE.**

Without limiting SCCP's duties of defense and indemnification, SCCP shall add the City of Anderson as an additional insured on any commercial general liability policy it may presently have, and shall continue such designation for the term of this Agreement so long as SCCP actually has such insurance coverage.

**Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.**

- A. Each party shall promptly notify the other of any claim being threatened or advanced that arises from the terms of this Agreement. Notice shall be prompt and timely if given within 30 days following the

date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this Agreement.

- B. Any dispute between the parties, or any claim for declaratory relief seeking an interpretation of this Agreement, shall be governed by the laws of the State of California, and shall be filed and prosecuted through dismissal or judgment in the Shasta County Superior Court.

**Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.**

- A. Neither party shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- B. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto and actually and legally applicable to the City.

**Section 14. LICENSES AND PERMITS.**

SCCP represents and warrants that it has entered into a Medical Waste Service Agreement with Sharps Solutions LLC, and that such Agreement mandates Sharp Solutions to pick-up and transport waste according to the mandate of DHS, the Medical Waste Management Act and DOT guidelines. That pursuant to said Agreement, Sharps Solutions has, and will maintain through the duration of this Agreement, all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County and/or City.



**Section 15. NOTICES.**

- A. Except as provided in section 6.C. of this Agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this Agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to SCCP: Shasta County Chemical People  
Attn: Betty Cunningham  
P.O. Box 493777  
Redding, CA 96049-3777  
Telephone: (530) 241-5958  
Fax: (530) 247-0915

If to City: Chief Michael Johnson  
Anderson Police Department  
2220 North Street  
Anderson, CA 96007  
Telephone: (530) 378-6600

- B. Any oral notice authorized by this Agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.

**SECTION 16. SEVERABILITY/SAVINGS CLAUSE.**

If any portion of this Agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County and/or City ordinance, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

IN WITNESS WHEREOF, SCCP and Consultant have executed this MOU on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this MOU and to bind the Party on whose behalf his/her execution is made.

**SHASTA COUNTY CHEMICAL PEOPLE, INC.**

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

\_\_\_\_\_  
Betty Cunningham, Executive Director

**CITY OF ANDERSON, CALIFORNIA**

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

\_\_\_\_\_  
Jeff Kiser, City Manager