CITY OF BISHOP

CITY COUNCIL MEETING AGENDA

City Council Chambers - 301 West Line Street - Bishop, California
MONDAY, JULY 22, 2024 - 6:00 PM

NOTICE TO THE PUBLIC: Please be advised this meeting is accessible to the public in person, on the City of Bishop website, or on the local government cable channel 12. In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in this meeting, please contact the City Clerk at 760-873-5863 Extension 124. Notification at least 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102.35.104 ADA Title II].

The public is encouraged to participate or observe this meeting by:

1. **Attending this meeting in person at the City of Bishop City Council Chambers located at 301 West Line Street in Bishop, California.**
2. **Observing this meeting live from the City of Bishop website at: https://www.cityofbishop.com/government/city_council/index.php**
3. **Observe this meeting live from the local government cable channel 12.**

Public comments may be made:

1. **In person: Members of the public desiring to speak on a matter appearing on the agenda should ask the Mayor for the opportunity to be heard when the item comes up for Council consideration (or complete a speaker card prior to the meeting). Comments for all agenda items are limited to a speaking time of three minutes unless modified by the Mayor.**
2. **In writing: Go to http://bishop-ca.granicus.com/ViewPublisher.php?view_id=8 to submit an "eComment" for the corresponding meeting. Please note that eComment submissions closes at 3:00 p.m. on the day of the meeting. You may also hand deliver public comments to the City drop/payment box located at the Church Street entrance to City Hall on or before the deadline noted above. Written public comments received after the deadline will be provided to the Council at the earliest possibility. Please note written public comments received will not be read aloud at the meeting.**

Any writing that is a public record that relates to an agenda item for open session distributed less than 72 hours prior to the meeting will be available for public inspection at City Hall, 377 West Line Street, Bishop, California during normal business hours. Government Code 54957.5(b)(1). Copies will also be provided at the appropriate meeting.

1. **CALL TO ORDER – 5:00 p.m. Monday, July 22, 2024**

2. **ROLL CALL**

3. **PUBLIC COMMENT PRIOR TO CLOSED SESSION**

NOTICE TO THE PUBLIC: This time is set aside to receive public comment on matters agendized for closed session only. When recognized by the Mayor, please state your name, and address for the record and please limit your comments to three minutes. Under California law the City Council is prohibited from generally discussing or taking action on items not included in the agenda; however, the City Council may briefly respond to comments or questions from members of the public. Therefore, the City Council will listen to all public comment but will not generally discuss the matter or take action on it.

4. CLOSED SESSION

A. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code § 54957 – Title: Police Chief**

B. **CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION pursuant to Government Code § 54956.9 (c): 1 case**

5. OPEN SESSION – 6:00 p.m. Monday, July 22, 2024

6. MOMENT OF SILENCE - As we begin tonight's meeting, please join me in a moment of silence for self-meditation, prayer, or reflection.

7. PLEDGE OF ALLEGIANCE - Councilmember Muchovej will lead the pledge of allegiance.

8. ROLL CALL

9. PUBLIC COMMENT

NOTICE TO THE PUBLIC: This time is set aside to receive public comment on matters not calendared on the agenda. When recognized by the Mayor, please state your name and address for the record and please limit your comments to three minutes. Under California law the City Council is prohibited from generally discussing or taking action on items not included in the agenda; however, the City Council will listen to all public comment but will not generally discuss the matter or take action on it.

10. REPORT ON ACTIONS TAKEN IN CLOSED SESSION AS REQUIRED BY LAW

11. PRESENTATIONS

A. **PRESENTATION - RETIREMENT OF ASSISTANT FIRE CHIEF PATRICK O'NEIL**
Recommended Action: Council will make presentations to Patrick O'Neil to honor his years of public service with the City of Bishop.

12. DEPARTMENT REPORTS

Updates on department activities will be given by the Department Heads and/or their staff.

A. Fire Department - Fire Chief Bret Russell
B. Police Department - Police Chief Nate Derr
C. Public Works Department - Public Works Director Nora Gamino
D. Community Services Department - Community Services Manager Dan McElroy
E. Planning Department - Assistant Planner Ana Budnyk
F. Administration - City Administrator Deston Dishion

A. **Fire Department Report - Fire Chief Bret Russell**
Fire Department Report June 2024

B. **Police Department- Police Chief Nate Derr**
Recommended Action: Review
Police Department Report - June 2024

C. **Public Works Department - Public Works Director Nora Gamino**
Public Works Department Report - June 2024

D. **Community Services June Monthly Report**
Community Services June Monthly Report

E. **Planning Department - Assistant Planner Ana Budnyk**

Planning Department - June 2024

F. **City Administrator Report - Deston Dishion**
City Administrator Report - June 2024

13. BISHOP AREA CHAMBER OF COMMERCE & INFORMATION CENTER UPDATE - Prepared and presented by Bishop Area Chamber of Commerce and Information Center Executive Director Tawni Thomson.

A. **Bishop Area Chamber of Commerce and Information Center Update Report - July 22, 2024**
BACCIC July 22 2024 City Council Report.pdf

14. CONSENT CALENDAR
NOTICE TO THE PUBLIC: All matters under the Consent Calendar are considered routine by the City and will be acted on by one motion.

A. **RESOLUTION - A Resolution Relating to the Local Conflict of Interest Code**
Recommended Action: Council consideration to approve and adopt the proposed resolution pertaining to the local Conflict of Interest Code and repealing Resolution No. 2023-10.
Resolution No. 2023-10 Conflict of Interest Code
Proposed Resolution No. 2024-XX Conflict of Interest Code

B. **Laserfiche Document Management Software Agreement with Complete Paperless Solutions (CPS)**
Recommended Action: Council consideration to:
1. Approve the agreement with CPS for an amount not to exceed $13,100 for the purchase of a Cloud Municipality Site License for Laserfiche Document Management System Software, and for Professional Services that include consulting, implementation, training, and VIP Support; and

2. Authorize the City Administrator to execute the agreement with CPS in a form approved by the City Attorney.
Laserfiche Agreement

C. **Budget Report for the Month of June 2024**
Recommended Action: City Council to review the Budget Report for the Month of June 2024.
Budget Report for the Month of June 2024

D. **Financial Reports for the Month of June 2024**
Recommended Action: City Council to review the financial reports for the month of June 2024.
Bank Reconciliation Report for June 2024
Combined Cash Report for June 2024
Investment Portfolio Report for June 2024
Warrant Register Report for June 2024

E. **C.O.P.S. Fund Budget Adjustment**
Recommended Action: City Council to review and approve the proposed budget adjustment.

F. **PERS UAL Budget Adjustment**
Recommended Action: City Council to review and approve the proposed budget adjustment.

G. **2024 Destruction Derby Agreement with the Tri-County Fairgrounds**
Recommended Action: Council consideration to approve the proposed contract for the 2024 Destruction Derby with the Tri-County Fairgrounds and to authorize Fire Chief Russell to execute the contract as presented.
BFD Destruction Derby Agreement 2024

H. **Pond 1 Sludge Removal Purchase Order**
Recommended Action: Council consideration to approve the City Administrator to sign the purchase order for sludge removal by Environmental Techniques in Pond #1 in the amount of $27,775.
Bishop Sludge Report
Bishop Sludge Removal Proposal 2024- Pond #1

I. **Building Permit Issued Report**
Recommended Action: Council is requested to receive and file the attached Building Permit Issued Report
Building Permit Issued Report - June 2024

J. **Air Toxic Hot Spots Annual Report provided by Great Basin Unified Air Pollution Control District**
Recommended Action: Council is requested to receive and file the attached Air Toxic Hot Spots Annual Report.
GBUAPCD 2023 AB 2588 Annual Report.pdf

15. NEW BUSINESS

A. **Proposed Guidelines for the FY 2024-25 Grant in Support Program**
Recommended Action: City Council to review and approve the attached Grant in Support Information Packet FY 2024-25.
Grant in Support Information Packet FY 2024-25

B. **Axon Enterprise, Inc. Draft One Software Subscription**
Recommended Action: Council consideration to approve the Axon Enterprise, Inc. agreement as presented, not to exceed a total amount of $61,441.92 for the four-year agreement, and to approve the execution of the agreement by Police Chief Derr.
Draft One Software Subscription Agreement

C. **MOU between the City of Bishop and Bishop Unified School District for School Resource Officer services.**
Recommended Action: Review and approve MOU for services with the school district.
School Resource Officer MOU

D. **Preliminary Engineering Report for 2022 Disaster Water Grant Application**
Recommended Action: Council consideration to approve the Public Works Director to sign a Task Order with Lumos and Associates for the preparation of a Preliminary Engineering Report for a grant application with USDA RD in the not-to-exceed amount of $37,000 and a budget adjustment to the sewer fund as proposed.
Lumos Task Order 1 - USDA Simple PER
On-Call Services - PSA Lumos FINAL

E. **Amendment to the City Administrator Employment Agreement**
Recommended Action: Council consideration to approve the amendment to the City Administrator employment agreement as presented.
AMENDMENT One to City Administrator Agreement

16. FUTURE AGENDA ITEMS

17. COUNCIL AND COMMITTEE REPORTS

18. ADJOURNMENT
Monday, August 12, 2024 at 6:00 p.m. Regular Meeting in the City Council Chambers

Agenda Item: 11.A
Date of Meeting: July 22, 2024
Department: Administration

STAFF REPORT

To: City Council

From: Robin Picken

Subject: **PRESENTATION - RETIREMENT OF ASSISTANT FIRE CHIEF PATRICK O'NEIL**

Prepared On: July 17, 2024

Background/History:
Patrick "Pat" O'Neil started serving as a volunteer firefighter with the Bishop Fire Department in the summer of 1971. Throughout his years of service as a volunteer he was promoted to Engineer, Captain and Battalion Chief. On September 16, 2007 he was hired as the Assistant Fire Chief. Pat also played an important role as Interim Fire Chief when recruiting for past Fire Chiefs Dell, and Russell. Pat O'Neil will be retiring from the Bishop Fire Department effective July 21, 2024. It is appropriate that he be honored for his many years of service to the City.

Analysis/Discussion:
None.

Economic Impacts:
There are no Economic impacts.

Budget Impacts:
There are no budget impacts.

Legal Review:
None.

Recommended Action:
Council will make presentations to Patrick O'Neil to honor his years of public service with the City of Bishop.

Approved By: Bret Russell 7/17/2024
Approved By: Jana Currie 7/18/2024
Approved By: Deston Dishion 7/18/2024
Approved By:

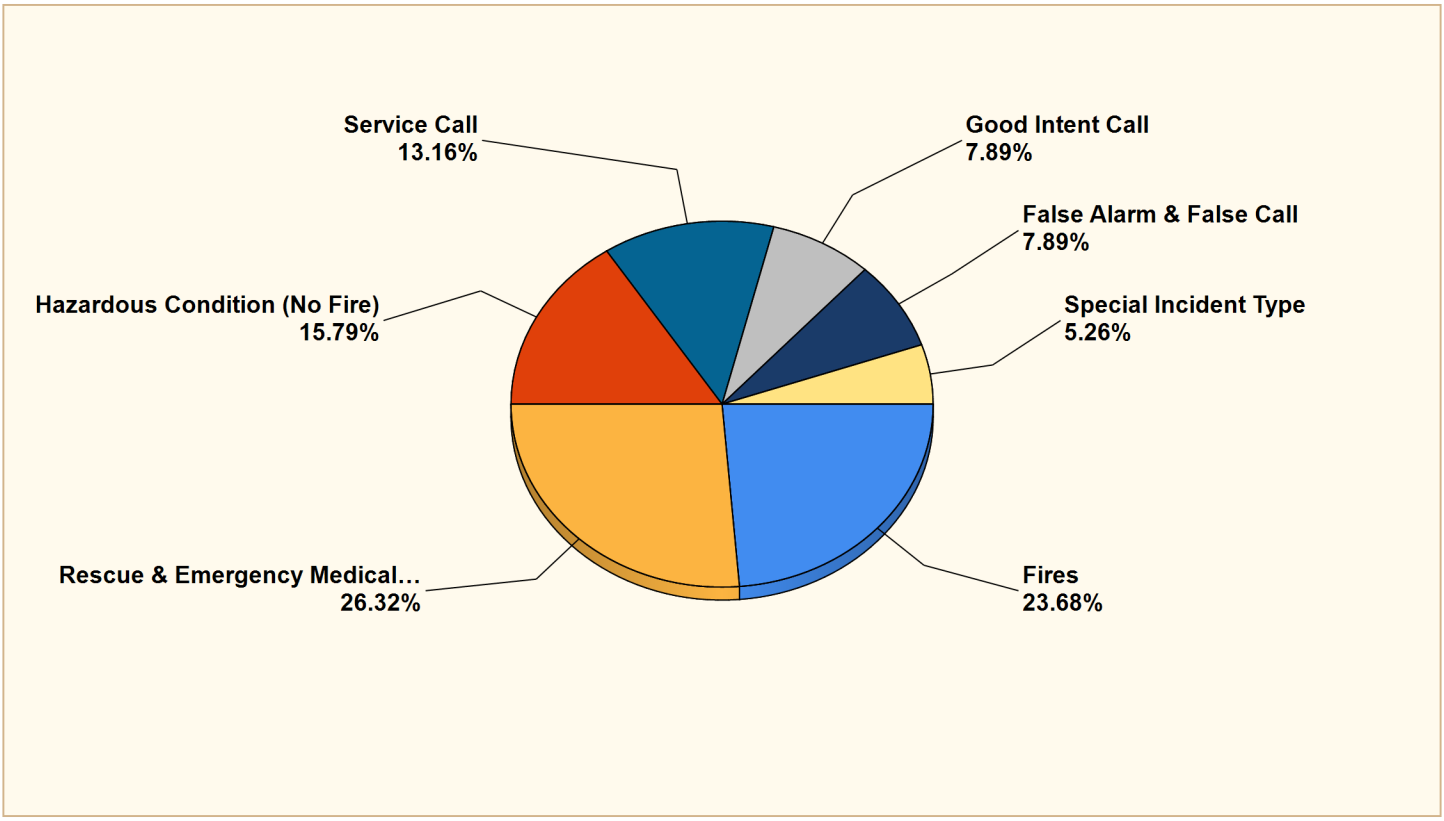
Bishop Fire Department

Bishop, CA

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Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 06/01/2024 | End Date: 06/30/2024



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	9	23.68%
Rescue & Emergency Medical Service	10	26.32%
Hazardous Condition (No Fire)	6	15.79%
Service Call	5	13.16%
Good Intent Call	3	7.89%
False Alarm & False Call	3	7.89%
Special Incident Type	2	5.26%
TOTAL	38	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

Detailed Breakdown by Incident Type		
INCIDENT TYPE	**# INCIDENTS**	**% of TOTAL**
100 - Fire, other	1	2.63%
111 - Building fire	1	2.63%
113 - Cooking fire, confined to container	1	2.63%
116 - Fuel burner/boiler malfunction, fire confined	1	2.63%
118 - Trash or rubbish fire, contained	2	5.26%
131 - Passenger vehicle fire	1	2.63%
132 - Road freight or transport vehicle fire	1	2.63%
143 - Grass fire	1	2.63%
311 - Medical assist, assist EMS crew	7	18.42%
324 - Motor vehicle accident with no injuries.	3	7.89%
411 - Gasoline or other flammable liquid spill	1	2.63%
412 - Gas leak (natural gas or LPG)	3	7.89%
442 - Overheated motor	1	2.63%
444 - Power line down	1	2.63%
500 - Service Call, other	2	5.26%
531 - Smoke or odor removal	1	2.63%
550 - Public service assistance, other	1	2.63%
561 - Unauthorized burning	1	2.63%
600 - Good intent call, other	1	2.63%
611 - Dispatched & cancelled en route	2	5.26%
711 - Municipal alarm system, malicious false alarm	2	5.26%
733 - Smoke detector activation due to malfunction	1	2.63%
900 - Special type of incident, other	2	5.26%
TOTAL INCIDENTS:	**38**	**100%**

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

Bishop Police Department

End of Month Report June 2024

	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
TOTAL INCIDENTS	**1106**	**985**	**1057**	**1093**	**1277**	**1130**						
CALLS FOR SERVICE	625	583	612	660	778	749						
OFFICER INITIATED INCIDENTS	481	402	445	433	499	381						
TRAFFIC STOPS	78	60	72	44	33	27						
OTHER OIA INC.	403	342	373	389	466	354						
BUS/BUILDING CHECKS	2	10	4	6	6	4						
VEH/PED CHECKS	42	33	24	31	42	36						
TOTAL OFFICER REPORTS	**87**	**74**	**88**	**78**	**87**	**91**						
ACCIDENT	3	0	1	1	4	2						
CRIMINAL ACCIDENT	3	2	6	7	6	2						
FELONY	22	18	14	20	14	15						
INFORMATION	23	28	31	22	31	32						
INFRACTION	0	0	0	0	0	1						
MISDEMEANOR	31	26	36	28	32	39						
TC WITH INJURIES	1	1	0	1	2	2						
TC NO INJURIES	5	1	7	7	8	2						
TOTAL MISDEMEANOR & FELONY ARRESTS	**21**	**15**	**26**	**23**	**16**	**20**						
MISDEMEANOR ARRESTS	13	7	18	11	14	16						
ADULT	13	7	18	11	14	16						
JUVENILE	0	0	0	0	0	0						
FELONY ARRESTS	8	8	8	12	2	4						
ADULT	8	8	8	11	2	4						
JUVENILE	0	0	0	1	0	0						
CITATIONS	**73**	**48**	**68**	**41**	**45**	**47**						
MOVING	21	7	17	8	8	7						
NON-MOVING	42	17	33	22	15	23						
CRIMINAL	10	24	18	11	22	17						

		JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
DISPATCH PHONE ACTIVITY													
911 CALLS		180	167	193	214	286	256						
	INBOUND	169	161	186	205	272	251						
	ABANDONED	11	6	7	9	14	5						
ADMINISTRATIVE CALLS		1107	923	1060	1302	1262	1244						
	INBOUND	776	656	743	850	848	848						
	OUTBOUND	325	260	317	445	404	390						
	ABANDONED	5	7	0	7	10	6						

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Public Works Report

June 2024

Water

1. Water consumption for the month was down 14% compared to June 2013.
2. Took monthly bacteria samples.
3. Checked static water levels at Wells #1, #2 and #4.
4. Continued to work with Wood Rodgers on the design for the W. Line water main replacement project.
5. Continued with backflow testing.
6. Replaced broken level transmitter in well #2 to monitor static water levels and draw down during pumping.
7. Repair water leak on irrigation line for the Main Street raised flower beds.
8. Repaired water main leak on 8’ steel line on Main Street in front of Town House Motel.
9. Install new 1” water service line for 506 Grove Street.

Sewer

1. Continue cleaning problem sewers within the city, continue systematic cleaning of sewer mains in the collection system.
2. Periodically check the diversion manhole for obstructions.
3. Took Quarterly Nitrate and Biological Oxygen Demand (BOD) samples at the WWTP and recorded static water levels in Monitoring Wells.
4. Camera sewer main to locate Lateral connection for homeowner at 157 East South Street.
5. Mowed Pastures and continue with irrigation within the WWTP effluent discharge area.
6. Continued to serve as the Administrator for the Bishop Area Wastewater Authority.
7. Clean Sludge drying beds at WWTP and pulled sludge from digesters.

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Streets

1. Routinely checked the Sierra Bike Path for trash and debris.
2. Continue Painting traffic lane striping, and parking stalls, and add stop bars on Warren Street.
3. Trimmed low hanging tree branches along City Streets, Sidewalks, and Signs.
4. Reposition boulder in planter on Warren Street that was struck by a vehicle.

Miscellaneous

1. Provide weekly safety meetings for PW crew.
2. Marked city utilities for Dig Alert tickets.
3. Performed routine maintenance on Public Works fleet.
4. Continued to work with Control Point Engineering to upgrade and replace SCADA System.
5. Provided signage for the Bishop Market on Church Street.

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Community Services Report

June 2024

Programs

1. After School Stay and Play program is operating at the Elm Street School, Monday through Friday. After School Stay and Play is not operating during the Summer session. Registration for 2024 School Year is now closed. The Stay and Play program is full, with a waiting list. Conducted training for special needs participants that attend our programs. Staff has begun preparations for the school session beginning in August.

2. The Bishop Park Pool is open for Public swim, Swim Lessons, Swim Team, Swim Parties, and Lap Swim. We hosted the Bishop Swim Team Swimathon Swim Invitational on June 7th- 8th. The Park Pool Swim Lessons are well attended. Conducted Lifeguard certifications and trainings for all new staff for operations, swim lessons, and special needs participants that attend our programs.

3. Kids Night Out will have a break for the summer and will pick back up in the fall.

4. Gymnastics Summer drop-in classes were offered in June, with only a couple of classes full.

5. Summer Camps are full, with waiting lists. Our camps in June were the half-day Skate Camp, Olympic Kids, and Gymnastics Camp.

6. Senior Yoga class continues to be successful. Hosted at the City Auditorium on Mondays and Wednesdays at 10am.

7. City League Softball has begun, Monday through Friday at the City Park Field 1. We have 13 Coed B division teams, 8 Coed A division teams, and 5 Men's division teams.

Parks and Facilities

1. Baseball/Softball field preparations have begun. Includes: tilling, leveling, and edging of all four sports fields.

2. Hosted the Little League Minors and Juniors All-star tournament on June 22nd.

3. Little League use and field preparation on fields 2, 3, 4, and 5.
4. Hosted the end of school year parties at the City Park.
5. Eastern Sierra Girls Softball use on field 1.
6. City League Softball use of field 1.
7. Spring/Summer Soccer use on field 6.
8. Seasonal routine maintenance of all mowing and landscape equipment.
9. Daily maintenance of the City Park Pool.
10. Daily routine of trash and cleaning of restrooms.
11. Cleaned debris from the creek, pond, and fountain.
12. Use of blower on Main Street Mondays and Fridays.
13. Seasonal adjustments made to all City irrigation and City Park. As we move into Summer, Irrigation systems will be Audited for function and set for operation.
14. Completed work on the pump house at the Park pool. Items to address are routine pump maintenance, filtration, heating units, and leaks in the pump inlet.
15. Work to address slip and fall areas in the Pool house, completed by repainting the floors with non-slip grit-paint.
16. Fields 2,3,4 and 5 use: by Bishop Little League.
17. Summer tree trimming at the City Park is ongoing. Eastern Sierra Tree Service continues to perform safety trimming.
18. Worked with Bike Park Group on moving old materials for the Bike Park Area, to facilitate track construction. Phase one pump track in complete and work has begun on the skills area.
19. Worked with Little League organization for Field Lighting Project.
20. Maintenance of Flower Baskets on Main Street and Warren Street.
21. Repaired multiple irrigation lines on Main Street, City Hall, and at the City Park.
22. Hired 2 new seasonal staff members for the summer.
23. Refurbished the Pool Slide pump and reinstalled the pump for summer operation.

24. Refurbished the Big Pool pump.
25. Repairs were made to the Talmage Park restroom from vandalism.
26. Mowed and cleaned weeds around the Community Garden and Field 6.
27. Hosted the 4th in the Park at the Bishop City Park.
28. Made repairs to the Pond fountain.
29. Aeration and fertilizer of the City Park including all Sports fields, in preparation for Fall Soccer.

Sunrise

1. Daily routine of trash, debris, and inspections.
2. Collected rents and payments for utilities.
3. Weekly routine maintenance of all lawns, landscapes, and common areas.
4. Began planning process of street and sidewalk replacement. Consultant has begun general design. Design is complete. We are seeking funding to complete this project.
5. Irrigation of common areas and the front of all units has begun.
6. Repair of City owned unit for broken waterline.
7. Replaced and repaired Hose-bid at residence.
8. Prepared Swamp coolers on City owned units.
9. Worked with Optimum to supply new internet services.

Budget/Administrative

1. Held weekly staff meetings Tuesdays and Wednesdays.
2. Attended by-weekly City Council meetings.
3. Attended weekly Department Head Meetings.

4. Held individual budget meeting with Parks, Pool, and Programs to prepare for 2023-2024 fiscal budget close-out. Worked with Finance Director to prepare 2024-2025 budget.

5. Organized all Youth Sports Organizations on the use of Sportsites for schedules and games.

6. Conducted Coed Soccer managers meeting to discuss upcoming season.

7. Conducted a Public Workshop for the prioritization of the City Park Master Plan. This meeting was conducted at the Parks and Recreation meeting on June 26th.

8. Communication with Bishop Area Bike Organization for the installation and maintenance of the Bike Park. Phase one Pump Track is complete, and the group has begun work on the Skills Track.

9. Meet with Southern California Edison to discuss the Electrical Design for the Field 6 Enhancement Project. Prepared supporting documents for future installation of the Field 6 Electrical Service.

10. California Urban Greening Grant has been awarded to the City of Bishop, coordination with the Friends of the Eastern Sierra Community Gardens. Began drafting plans for bidding documents. Facilitated meeting with Community Gardeners to address Irrigation Plans and Pergola Plans.

11. Worked with Little League Organization and DWP for the Field Lighting project. This Project will allow for lights on fields 2, 3, and 4. Little League, DWP and Southern California Edison will work together to provide lights, starting with field 3. Plan for the Electrical are being developed and will be submitted for inspections.

Events

1. Participated in preparation meeting for the 4th in Bishop. Located at the City Park. Plan are moving forward to host the Big Day in the Park and the Fourth in Bishop fireworks celebration.

2. Hosted the Friday Night Market at The Academy Street venue.

3. Preparations for Hispanic Heritage Day.

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Planning Department Report
May 2024

1. Worked on design for Active Transportation Grant. Together with Public Works Director, Nora Gamino, facilitated a total of 4 public outreach meetings.

2. Worked with Inyo, Mono, Mammoth Lakes, ESCOG on getting alignment on regional housing assessment.

3. Worked with Inyo County on online permitting applications with OpenGov.

4. Attended CA Jobs first Inyo County Strategic Planning Workshop.

5. Prepared 3 contracts for the City Council to review for RFQ for Environmental Consulting Services.

6. Downtown Bishop Parkways Project (Whitney Alley):

    - Review Stantec Engineers on 60% of construction documentation, Stantec is resubmitting the documentation on June 14th.

7. Met with C5 regarding the potential Our Town Grant Application.

8. Worked with Nate Derr on updating the smoking ordinance.

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City Administrators Report

June 2024

1. Began work with Inyo, Mono and the Town Of Mammoth to initiate a regional Housing Study. Each entity appointed one staff member to drive the project. This group meets weekly.

2. Participated in the kickoff meeting with AP Triton for the EMS effort.

3. Entered a contract with Graphic Solutions to develop a City “Brand” and held a kickoff meeting.

4. Met with Fair Board members and Senator Alvarado-Gil to better understand the issues at the Tri County Fairgrounds.

5. Met with Congressman Kevin Kiley along with several Department Heads and Council members to discuss Bishop’s needs and the City’s member request.

6. Continued the effort to develop a strategic plan for City owned properties and a city-wide parking study with Wood Rogers.

7. Finalized the 2024/2025 City of Bishop budget for Council consideration.

8. Attended the Bishop Rural Fire Protection District’s board meetings.

9. Met with Patricia Robertson of Mammoth Lakes Housing to develop a plan to move the housing project known as Silver Peaks forward.

10. Continue to routinely meet with Adam Perez to discuss LADWP land that can be made available for housing.

11. Continue to meet with Assistant City Attorney Russel Hildebrand and a development group out of Pasadena to develop a plan to move properties acquired from LADWP forward as soon as possible when sale is completed.

12. Continued meeting with each department within the city to discuss strategies to manage their department more efficiently and effectively.

13. Continued to work closely with the Personnel Department, Risk Management and California Joint Powers Authority to manage claims within the city.

14. Met individually with City Council members on a weekly basis.
15. Facilitated weekly Department Heads meetings.
16. Worked closely with Personnel to navigate several personnel issues.

Bishop Area Chamber of Commerce & Information Center
Report to Bishop City Council for Monday, July 22, 2024
Prepared by: Tawni Thomson, Executive Director

CHAMBER OF COMMERCE/LOCAL COMMUNITY MATTERS:

Lunch & Learn: Wednesday, 7/24, 12 Noon at Bishop Country Club. The presenter will be Valley Health Team's Health Educator Heidi Pesterfield. She will talk about the medical & dental facilities, low and no cost programs for qualifying individuals and assistance signing up for Medical and Covered California. We've heard from many small business owners that worry about medical coverage for their employees and families and we hope this presentation will be helpful.

After Hours Mixer: Wednesday, 8/7, 5:30-7:30pm at Laws Railroad Museum & Historical Village.

New Members: Four new members since the last report to City Council.

- American Red Cross - Kern and Eastern Sierra Chapter
- New Coso Heritage Society, Inc, / Southern Inyo Museum
- Eastern Sierra Pride
- A+ Kee Marketing Solutions

BISHOP INFORMATION CENTER/OTHER DESTINATION DEVELOPMENT PROGRAMS:

Visit CA Influencer Fam Trip: Becky Nesel @geobeckly visited our region 6/24-6/28. Her platform is a great fit for our efforts to educate people about the unique natural and geological attributes of our region. We want to inspire people to visit Bishop to learn more. This type of visitor is likely to stay longer, visit frequently and be respectful of our amazing landscapes. Visit CA covered cost of airfare and ground transportation. We covered cost of lodging – one night in Lone Pine and one in Bishop, plus helped develop itinerary. Several photos and reels have been posted to Instagram. The post on 7/16 featured natural stone arches in Alabama Hills. In the first two days 7,400 people watched the video, 400 liked it and 14 gave very positive feedback. The post on 7/17 featured Lake Sabrina. 25K people watched it within the first day, 847 liked it and 18 left positive comments.

New Bishop Visitor Guide: New edition has been updated and successfully reprinted. 50,000 copies printed. Cost of design and printing was $41,649, partially offset by display ad sales of $16,250. We have started distributing via Certified Folder Display and we are mailing them on request. A digital version is available for download via the website.
In the past 30 days, 197 people have requested the publication through a form on the website. 113 chose the digital option and 84 were mailed. You can see the FlipBook version here: https://edition.pagesuite-professional.co.uk/html5/reader/production/default.aspx?pubname=&pubid=c8f438f4-5e30-4f03-9434-646e7e97ea72

Website: Still in development and coming along well. Hope to launch in August, but we won't do so until we are certain that it is ready.

Trout Stocking: CDFW has been doing a good job of stocking lakes & streams in the region. We are continuing co-op program with Bishop Creek resorts to supplement with additional fish from Wright's Rainbows in Idaho. First two of three loads have been delivered. Each load is 1200# of catchable fish and cost is about $7K.

Information Center: Open 7-days per week for the busy summer season. Monday – Saturday 9am-5pm. Sunday Noon – 4pm. Guest hosts regularly stay later if needed. In June, we assisted 1,888 guests. That is 4.14% higher than June 2023. July has been busy. Many PCT hikers are looking for resources to refresh & resupply.

Strategic Planning Meeting: Bishop Chamber Board of Directors will meet Wednesday, 8/14 for strategic planning. They will review destination marketing/management programs and set the budget for 2024/2025. The meeting will start at 9am at Alta One Federal Credit Union and go until about noon. The meeting is open to the public and City of Bishop staff and Councilmembers are welcome and encouraged to participate.

Lodging Statistics:

% Bishop Occupancy											
	2015	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	
January	35.5	42.1	50.2	43.2	58.3	54.9	48.4	61.0	62.6	54.2	
February	53.7	42.3	52.0	54.2	63.2	57.3	53.4	68.5	67.6	58.0	
March	53.7	57.0	59.4	61.1	65.8	47.2	61.5	66.6	70.7	65.2	
April	55.9	52.6	60.4	57.6	65.8	27.1	65.4	65.3	69.4	65.6	
May	61.0	63.0	64.6	69.8	68.6	38.3	70.2	68.5	68.8	65.7	
June	74.6	81.5	81.2	81.0	81.7	66.2	86.1	82.1	79.4	78.8	
July	81.5	84.4	86.9	86.3	84.8	71.0	82.9	79.0	76.9	78.5	*7/1 - 7/13/24
August	74.5	81.1	84.9	78.8	86.7	69.3	66.9	78.5	77.2		
September	75.4	85.1	85.1	83.6	88.6	62.8	66.8	76.1	79.0		
October	64.6	77.9	85.6	81.6	86.0	73.8	78.1	82.1	84.0		
November	43.4	52.8	54.4	56.5	57.5	59.4	61.5	63.9	59.4		
December	46.1	46.9	47.8	52.3	54.1	44.8	61.8	57.0	47.9		
Annual Average	**60.0**	**63.9**	**67.7**	**67.2**	**71.8**	**56.0**	**66.9**	**70.7**	**70.2**		

AVERAGE DAILY RATE											
	2015	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	
January	$84	$87	$94	$ 91	$100	$103	$108	$114	$124	$123	
February	$86	$93	$105	$104	$112	$109	$106	$123	$133	$131	
March	$86	$87	$96	$100	$103	$102	$105	$115	$128	$128	
April	$88	$89	$96	$ 98	$102	$ 95	$110	$117	$129	$127	
May	$102	$102	$111	$114	$122	$100	$125	$133	$138	$146	
June	$99	$105	$111	$117	$121	$117	$115	$138	$141	$146	
July	$98	$114	$118	$122	$128	$126	$137	$139	$140	$152	*7/1 - 7/13/24
August	$106	$106	$122	$124	$129	$125	$132	$135	$138		
September	$104	$114	$116	$120	$126	$118	$130	$135	$143		
October	$102	$110	$113	$115	$125	$115	$132	$136	$152		
November	$85	$92	$94	$ 95	$102	$105	$117	$121	$128		
December	$88	$97	$98	$ 97	$102	$104	$124	$122	$126		
Annual Average	**$94**	**$100**	**$106**	**$108**	**$114**	**$110**	**$120**	**$127**	**$135**		

Agenda Item: 14.A
Date of Meeting: July 22, 2024
Department: City Clerk

STAFF REPORT

To:	City Council
From:	Robin Picken
Subject:	**RESOLUTION - A Resolution Relating to the Local Conflict of Interest Code**
Prepared On:	June 21, 2024
Attachments:	Resolution No. 2023-10 Conflict of Interest Code Proposed Resolution No. 2024-XX Conflict of Interest Code

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Background/History:
Every local agency in California is required to have a Conflict of Interest Code that enumerates the positions within the agency which involve the making or participation in the making of decisions which may foreseeably have a material effect on any financial interest. For each numerated position, the Code must list the specific types of investments, business positions, interest in real property, and sources of income which are reportable. Codes should also determine the extent to which any "consultant" has any such responsibilities.

If a position is listed within the Code, then the individual(s) in the position must file a Statement of Economic Interest (Form 700) with the City Clerk within 30 days of assuming office, and file annually thereafter by the applicable deadline.

The City must update its Code whenever necessitated by changed circumstances, including the creation of new positions. In every even numbered year, the City must review its code, and take actions relating to the update of its Code pursuant to Government Code Section 87306.5.

Typically, this involves the City Clerk providing a staff report to the City Council detailing whether, and to what extent staff recommends any revisions to its Conflict of Interest Code. If there are such recommended revisions, as is presently the case, the City Council will take action to revise the code by adopting a resolution amending the Conflict of Interest Code, as appropriate. When determining whether revisions or updates to the code are appropriate, the City should consider whether any new or revised positions should be subject to the Code, and whether all positions listed in the Code are still actually positions within the City.

Analysis/Discussion:
After conducting a review of the current Conflict of Interest Code (Resolution No. 2023-10),

City staff recommended the revised list of designated positions and their respective disclosure categories found on the proposed resolution's appendix.

Economic Impacts:
There is no economic impact.

Budget Impacts:
There are no budget impacts.

Legal Review:
City Attorney Pucci has reviewed this item and finds that the recommended action complies with the law.

Recommended Action:
Council consideration to approve and adopt the proposed resolution pertaining to the local Conflict of Interest Code and repealing Resolution No. 2023-10.

Approved By: Ethan Aukee 6/21/2024
Approved By: Robin Picken 6/21/2024
Approved By: Dean Pucci 7/15/2024
Approved By: Deston Dishion 7/15/2024

RESOLUTION NO. 2023-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, PERTAINING TO THE LOCAL CONFLICT OF INTEREST CODE AND REPEALING RESOLUTION NO. 2022-27 AND RESOLUTION NO. 2018-18, THE CITY'S PREVIOUS CONFLICT OF INTEREST CODES

WHEREAS, the Political Reform Act (Government Code § 81000 et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, pursuant to this act every municipality is to adopt a conflict of interest code and shall name all employees and officials "participating in the making of governmental decisions" as defined by the Fair Political Practices Commission, as designated employees who must disclose their personal financial interests; and

WHEREAS, the Fair Political Practices Commission (FPPC) has adopted a regulation (2 Cal. Code of Regs. 18730) which contains the terms of a standard conflict of interest code which may be incorporated by reference in an agency's code, and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act, following public notice and hearings, and

WHEREAS, Government Code 87200 et seq. already require members of planning commissions, mayors, city managers, city attorneys, city treasurers and other public officials who manage public investments, and candidates for any of these offices at elections, to file disclosure of their economic interests;

WHEREAS, Section 3 of the standard conflict of interest code establishes that in general, a city that adopts the code and also requires disclosure from categories already covered by Government Code § 87200 do not have additional disclosure categories;

WHEREAS, the City Council desires to have a single location that lists which City positions have disclosure obligations.

NOW, THEREFORE, BE IT RESOLVED that:

1. The terms of 2 Cal. Code of Regs. 18730 and any amendments to it duly adopted by the FPPC are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code for the City of Bishop.

2. City of Bishop Resolution No. 2022-27 and Resolution No. 2018-18 are hereby repealed.

3. Designated employees shall file statements of economic interests with the City of Bishop. The agency shall make all statements available for public inspection and reproduction, pursuant to Government Code § 81008.

PASSED, APPROVED AND ADOPTED this 24th day of July 2023.

Jim Ellis, Mayor

ATTEST: Robin Picken, City Clerk

By: _____

APPENDIX

Designated Position	Disclosure Category
Assistant City Attorney	1, 2
Assistant Finance Director	1, 2
Assistant Planner	1, 2
City Attorney	1, 2
City Administrator	1, 2
City Clerk	1, 2
City Council Members	1, 2
City Treasurer	1, 2
Community Services Director	1, 2
Fire Chief	1, 2
Planning Director	1, 2
Planning Commissioners	1, 2
Police Chief	1, 2
Public Services Officer	1, 2
Public Works Director	1, 2
Consultant	*

General Provisions

When a designated employee is required to disclose investments and sources of income, he or she need only disclose investments in business entities and sources of income which do business in the jurisdiction, plan to do business in the jurisdiction or have done business in the jurisdiction within the past two years. In addition to other activities, a business entity is doing business within the jurisdiction if it owns real property within the jurisdiction. When a designated employee is required to disclose interests in real property, he or she need only disclose real property which is located in whole or in part within or not more than two miles outside the boundaries of the jurisdiction or within two miles of any land owned or used by the local government agency.

If an employee fills more than one designated position, although the person must disclose pursuant to all applicable disclosure categories, the person need only file a

single Statement of Economic Interest (Form 700) statement, but should list all designated positions.

Designated employees shall disclose their financial interests pursuant to the appropriate disclosure category as indicated.

* Each "consultant" (as defined in 2 Cal. Code of Regs. 18700.3, as the regulation may be amended from time to time) shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:

> The City Administrator may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described in this section. Such determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Administrator's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

Disclosure Categories

Category 1: All investments and sources of income.

Category 2: All interests in real property.

Category 3: All investments, interest in real property and sources of income subject to the regulatory, permit or licensing authority of the department.

Category 4: Investments in business entities and sources of income which engage in land development, construction or the acquisition or sale of real property.

Category 5: Interests in real property located within two miles of any land owned or used by the City of Bishop.

Category 6: Investments in business entities and sources of income of the type which, within the past two years, have contracted with the City of Bishop to provide services, supplies, materials, machinery or equipment.

Category 7: Investments in business entities and sources of income of the type which within the last two years, have contracted with the designated employee's or official's department to provide services, supplies, materials, machinery or equipment.

STATE OF CALIFORNIA
COUNTY OF INYO
CITY OF BISHOP

I, Robin Picken, City Clerk for the City of Bishop, do hereby certify that the whole number of members of the City Council of said City of Bishop is five (5); that the foregoing Resolution No. 2023-10 was duly passed and adopted by said City Council; approved and signed by the Mayor of said City; and attested by the City Clerk of said City, all at a regular meeting of said City Council, held on July 24, 2023, and that the same was so passed and adopted by the following roll call vote.

AYES: Kong, Muchovej, Garcia, Ellis

ABSENT: Schwartz

NOES: None

DISQUALIFIED: None

WITNESS, my hand and the seal of the City of Bishop this 25th day of July, 2023.

Robin Picken, City Clerk
CITY OF BISHOP

RESOLUTION NO. 2024-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, PERTAINING TO THE LOCAL CONFLICT OF INTEREST CODE AND REPEALING RESOLUTION NO. 2023-10, THE CITY'S PREVIOUS CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act (Government Code § 81000 et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, pursuant to this act every municipality is to adopt a conflict of interest code and shall name all employees and officials "participating in the making of governmental decisions" as defined by the Fair Political Practices Commission, as designated employees who must disclose their personal financial interests; and

WHEREAS, the Fair Political Practices Commission (FPPC) has adopted a regulation (2 Cal. Code of Regs. 18730) which contains the terms of a standard conflict of interest code which may be incorporated by reference in an agency's code, and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act, following public notice and hearings, and

WHEREAS, Government Code 87200 et seq. already require members of planning commissions, mayors, city managers, city attorneys, city treasurers and other public officials who manage public investments, and candidates for any of these offices at elections, to file disclosure of their economic interests;

WHEREAS, Section 3 of the standard conflict of interest code establishes that in general, a city that adopts the code and also requires disclosure from categories already covered by Government Code § 87200 do not have additional disclosure categories;

WHEREAS, the City Council desires to have a single location that lists which City positions have disclosure obligations.

NOW, THEREFORE, BE IT RESOLVED that:

1. The terms of 2 Cal. Code of Regs. 18730 and any amendments to it duly adopted by the FPPC are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code for the City of Bishop.

2. City of Bishop Resolution No. 2023-10 is hereby repealed.

3. Designated employees shall file statements of economic interests with the City of Bishop. The agency shall make all statements available for public inspection and reproduction, pursuant to Government Code § 81008.

PASSED, APPROVED AND ADOPTED this 22nd day of July 2024.

_____
Jose Garcia, Mayor

ATTEST: Robin Picken, City Clerk

By: _____

APPENDIX

Designated Position	Disclosure Category
Assistant City Attorney	1, 2
~~Assistant Finance Director~~	~~1, 2~~
Assistant Planner	1, 2
City Attorney	1, 2
City Administrator	1, 2
City Clerk	1, 2
City Council Members	1, 2
City Treasurer	1, 2
Community Services Director	1, 2
Finance Director	1, 2
Fire Chief	1, 2
Planning Director	1, 2
Planning Commissioners	1, 2
Police Chief	1, 2
Public Services Officer	1, 2
Public Works Director	1, 2
Consultant	*

General Provisions

When a designated employee is required to disclose investments and sources of income, he or she need only disclose investments in business entities and sources of income which do business in the jurisdiction, plan to do business in the jurisdiction or have done business in the jurisdiction within the past two years. In addition to other activities, a business entity is doing business within the jurisdiction if it owns real property within the jurisdiction. When a designated employee is required to disclose interests in real property, he or she need only disclose real property which is located in whole or in part within or not more than two miles outside the boundaries of the jurisdiction or within two miles of any land owned or used by the local government agency.

If an employee fills more than one designated position, although the person must disclose pursuant to all applicable disclosure categories, the person need only file a single Statement of Economic Interest (Form 700) statement, but should list all designated positions.

Designated employees shall disclose their financial interests pursuant to the appropriate disclosure category as indicated.

* Each “consultant” (as defined in 2 Cal. Code of Regs. 18700.3, as the regulation may be amended from time to time) shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:

> The City Administrator may determine in writing that a particular consultant, although a “designated position”, is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described in this section. Such determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The City Administrator’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

<u>Disclosure Categories</u>

Category 1: All investments and sources of income.

Category 2: All interests in real property.

Category 3: All investments, interest in real property and sources of income subject to the regulatory, permit or licensing authority of the department.

Category 4: Investments in business entities and sources of income which engage in land development, construction or the acquisition or sale of real property.

Category 5: Interests in real property located within two miles of any land owned or used by the City of Bishop.

Category 6: Investments in business entities and sources of income of the type which, within the past two years, have contracted with the City of Bishop to provide services, supplies, materials, machinery or equipment.

Category 7: Investments in business entities and sources of income of the type which within the last two years, have contracted with the designated employee’s or official’s department to provide services, supplies, materials, machinery or equipment.

Agenda Item: 14.B
Date of Meeting: July 22, 2024
Department: City Clerk

STAFF REPORT

To: City Council

From: Robin Picken

Subject: **Laserfiche Document Management Software Agreement with Complete Paperless Solutions (CPS)**

Prepared On: July 17, 2024

Attachments: Laserfiche Agreement

Background/History:
In 2023, the City contracted with Gladwell Governmental Services to update the City's Records Retention Schedule. The updated Records Retention Schedule was adopted by the City Council on October 23, 2023.

The City would now like to purchase a document management software to assist in managing all City documents in a productive and efficient manner that will incorporate the City's updated retention schedule.

Analysis/Discussion:
The current archival system of City documents are a mix of paper documents and electronic files. All documents are stored in file drawers or on computers and are not easily accessible to staff nor are they made easily accessible to the public.

Laserfiche is a complete paperless solution to manage, secure, and share information developed by Compulink Management Center, Inc., doing business as the award-winning Laserfiche Enterprise Content Management Solutions. Laserfiche utilizes an integrated architecture that allows services such as document imaging, document management and records management to be layered transparently and exposed through personalized interfaces. Laserfiche recognizes the need for a cloud-based solution and introduced their very own fully managed SaaS (Software as a Solution) option Laserfiche Cloud, running on Amazon Web Services (AWS).

Using Laserfiche Cloud adds to its value by eliminating the need for IT infrastructure and staffing required to support the overhead of a local installation. This shifts resources towards improving agency business processes, and lowering expense per resident.

Laserfiche manages the storage, search, and retrieval of millions of documents allowing users

to access files in seconds. It allows access to documents on a smartphone or tablet and backs up files and records to make unstructured data (e.g. documents, emails, photographs, etc.) accessible, searchable, available, and relevant.

Laserfiche cannot be purchased through the developer Compulink Management Systems and must be purchased through an authorized vendor. Complete Paperless Solutions (CPS) is an authorized vendor for Laserfiche and offers VIP support that includes a dedicated engineer that will handle deployment and support, unlimited training, and unlimited support, two preventative maintenance check-ups each year; and discounts on hourly rates for future projects for customizations and/or backfile scanning.

Laserfiche was awarded a national cooperative purchasing alliance for document and records management in 2022 and therefore is deemed to be the only provider of goods and services that serves the community's best interest.

Pursuant to the the City's purchasing policy (Resolution 2022-07) three quotes were gathered and thoroughly analyzed. Each quote had varying upfront costs and subsequent annual costs.

The vendor, CPS, offered the most cost-effective quote when combining upfront and subsequent costs. The implementation/first year cost is $13,100 and the subsequent year cost is $3,100. The City Administrator is authorized to award this purchase as the purchasing agent.

Economic Impacts:
There are no economic impacts.

Budget Impacts:
The budget impact is a one-time cost of $13,100.00 which includes Laserfiche installation, configuration, implementation, consulting, training, and VIP support. The ongoing cost is $3,100.00 for the yearly subscription (not including VIP support).

The expense associated with this agreement, $13,100, has already been budgeted in the approved Fiscal Year 2024-2025 Budget. The General Ledger account to be used for this expense is 001-017-52015 (IT-Professional/Technical Services).

Legal Review:
City Attorney Pucci has reviewed this item and finds that the recommended action complies with the law.

Recommended Action:
Council consideration to:
1. Approve the agreement with CPS for an amount not to exceed $13,100 for the purchase of a Cloud Municipality Site License for Laserfiche Document Management System Software, and for Professional Services that include consulting, implementation, training, and VIP Support; and

2. Authorize the City Administrator to execute the agreement with CPS in a form approved by the City Attorney.

Approved By: Ethan Aukee 7/18/2024
Approved By: Deston Dishion 7/18/2024
Approved By:
Approved By:

CITY OF BISHOP
VENDOR AGREEMENT WITH
COMPLETE PAPERLESS SOLUTIONS (CPS)

This vendor agreement ("Agreement") is made and effective as of July 22, 2024 (the "Effective Date"), by and between the City of Bishop ("Agency"), a municipal corporation, and Complete Paperless Solutions aka: CPS ("Vendor"), a California Limited Liability Company, in Bishop, California.

RECITALS

Agency wishes to retain the services of an experienced and qualified Vendor to provide a Laserfiche Document Management Software Solution.

Vendor represents and warrants that it is qualified to perform those services.

AGREEMENT

I. SERVICES

Vendor will provide the work and services listed in the Scope of Services attached hereto as Exhibit A. Vendor warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional, and satisfactory manner.

II. TERM

Unless terminated earlier as provided herein below, the Agreement will continue in full force and effect from the Effective Date through July 21, 2025. Upon mutual written agreement, the term of this Agreement can be extended annually for an additional one (1) year period as the parties agree.

III. COMPENSATION

A. Vendor's Fee

For services rendered pursuant to this Agreement, Vendor will be paid in accordance with the Compensation Schedule attached hereto as Exhibit B, provided, however, that in no event will the total amount of money paid to Vendor under this Agreement exceed the sum of Thirteen Thousand One Hundred dollars ($13,100.00) ("Agreement Sum"), unless otherwise first approved in writing by Agency. Should this Agreement be renewed, the Vendor's fee may be adjusted upon the written agreement of the parties.

B. Schedule of Payment

Provided the Vendor is not in default under the terms of this Agreement, upon presentation of an invoice, Vendor will be paid the fees described as provided herein above. Payment will be due within thirty (30) days after the date of the invoice.

IV. TERMINATION OF AGREEMENT

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

B. In the event this Agreement is terminated pursuant to this section, the Agency shall pay to Vendor the actual value of the work performed up to the time of termination, less any disputed amounts. Upon termination of the Agreement pursuant to this section, the Vendor will submit an invoice to the Agency as provided herein above.

V. FORCE MAJEURE

If either party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

VI. AGENCY REPRESENTATIVE

Agency's City Administrator shall represent Agency in all matters pertaining to the administration of this Agreement, with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by Agency under this Agreement, those actions will be taken by the Agency City Administrator, unless otherwise stated. The Agency's Chief Executive has the right to designate another Agency Representative at any time, by providing notice to Vendor.

VII. VENDOR REPRESENTATIVE(S)

Vendor's Vice President of Sales, Jamie Dunn, is designated as being the principal(s) and representative(s) of Vendor authorized to act on its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement. Vendor shall not change the designated representatives without prior written consent of the Agency.

VIII. BUSINESS LICENSE

The Vendor must obtain an Agency business license prior to the start of work under this Agreement, unless Vendor is qualified for an exemption.

IX. OTHER LICENSES AND PERMITS

Vendor warrants that it has all professional, contracting, and other permits and licenses required to undertake the work contemplated by this Agreement.

X. VENDOR'S RECORDS

Records of the Vendor's time pertaining to the services and records of accounts between the Agency and the Vendor will be kept on a generally recognized accounting basis. Vendor will also maintain all other records, including without limitation invoices, correspondence, specifications, drawings, progress reports, and the like, relating to the Vendor's services. All records will be available to Agency during normal working hours. Vendor will maintain these records for three (3) years after final payment.

XI. RETENTION OF FUNDS

Vendor authorizes Agency to deduct from any amount payable to Vendor (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate Agency for any losses, costs, liabilities, or damages suffered by Agency, and all amounts for which Agency may be liable to third parties, by reason of Vendor's acts or omissions in performing or failing to perform Vendor's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Vendor, or any indebtedness exists that appears to be the basis for a claim, Agency may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of Agency to exercise the right to deduct or to withhold will not, however, affect the obligations of Vendor to insure, indemnify, defend, and protect Agency as elsewhere provided in this Agreement.

XII. NON-LIABILITY OF AGENCY OFFICERS AND EMPLOYEES

No officer or employee of Agency will be personally liable to Vendor, in the event of any default or breach by the Agency or for any amount that may become due to Vendor under this Agreement.

XIII. INDEPENDENT CONTRACTOR

A. Vendor is and shall at all times remain as to the Agency a wholly independent contractor. Vendor's employees performing the services under this Agreement on behalf of Vendor shall at all times be under Vendor's exclusive direction and control. Neither Agency nor any of its officers, employees, or agents shall have control over the conduct of Vendor or any of Vendor's employees, except as set forth in this Agreement. Vendor shall not at any time or in any manner represent that it or any of its employees or agents are in any manner employees or agents of the Agency. Vendor shall not incur nor have the power to incur any debt, obligation, or liability whatsoever against Agency, or bind Agency in any manner.

B. No employee benefits shall be available to Vendor in connection with the performance of this Agreement. Except for the fees paid to Vendor as provided in the Agreement, Agency shall not pay salaries, wages, or other compensation to Vendor and/or its employees for performing work or services hereunder for Agency. Agency shall not be liable for compensation or indemnification to Vendor for injury or sickness to its employee(s) arising out of performing work or services hereunder.

XIV. SUBCONTRACTORS

Before Vendor retains or hires a subcontractor to provide any work, labor, or services relative to this Agreement, Vendor must:

A. Present the name and identifying information of the subcontractor that will provide any work, labor, or services to Agency;

B. Present to the Agency the form of subcontract that will be used with the subcontractor for Agency's approval, which approval will not be unreasonably withheld. Such subcontract agreement must include an indemnity agreement that is generally in accord with the indemnity obligations contained herein of this Agreement and must specifically name the Agency as an indemnified party; and

C. Secure from the subcontractor evidence of insurance coverage that meets with this Agreement including naming the Agency as an additional insured as required by this Agreement, unless such requirement is waived in writing by the Agency as provided herein below.

XV. INDEMNIFICATION

Vendor shall indemnify, defend, and hold harmless the Agency, and its officers, employees, and agents ("Agency Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorney's fees and costs of litigation ("claims"), arising out of the Vendor's performance of its obligations under this agreement or out of the operations conducted by Vendor, including the Agency's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the Agency. In the event the Agency Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Vendor's performance of this Agreement, the Vendor shall provide a defense to the Agency Indemnitees or at the Agency's option reimburse the Agency Indemnitees their costs of defense, including reasonable attorney's fees, incurred in defense of such claims.

Payment by Agency is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Vendor and Agency, as to whether liability arises from the sole negligence or willful misconduct of the Agency or its officers, employees, or agents, Vendor will be obligated to pay for Agency's defense until such time as a final judgment has been entered adjudicating the Agency as solely negligent or to have acted with willful misconduct. Vendor will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees, and costs of litigation.

XVI. INSURANCE

Without limiting Vendor's indemnification of Agency, and prior to commencement of work, Vendor shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the types and amounts described below and in a form that is satisfactory to Agency.

General liability insurance. Vendor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Vendor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Vendor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

Workers' compensation insurance. Vendor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

Technology errors and omissions liability. VENDOR shall maintain throughout the duration of the contract technology errors and omissions liability coverage with limits of $1,000,000 per claim. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract. Such policy(ies) shall provide coverage for liability assumed under a contract. If coverage is maintained on a claims-made basis, VENDOR shall maintain such coverage for an additional period of one (1) year following termination of the contract.

Vendor shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees, and volunteers.

Other provisions or requirements

Proof of insurance. Vendor shall provide certificates of insurance and required endorsements to Agency as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Agency for the contract period and any additional length of time required thereafter. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Vendor shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Vendor, their agents, representatives, employees, or subconsultants.

Primary/non-contributing. Coverage provided by Vendor shall be primary and any insurance or self-insurance procured or maintained by Agency shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Agency before the Agency's own insurance or self- insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by Agency will be promptly reimbursed by Vendor

or Agency will withhold amounts sufficient to pay premium from Vendor payments. In the alternative, Agency may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Agency, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Vendor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Vendor hereby waives its own right of recovery against Agency and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Vendor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Vendor of non-compliance with any requirement imposes no additional obligations on the Agency nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Vendor maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

Notice of cancellation. Vendor agrees to oblige its insurance agent or broker and insurers to provide the Agency with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Vendor's insurers are unwilling to provide such notice, then Vendor shall have the responsibility of notifying the Agency immediately in the event of Vendor's failure to renew any of the required insurance coverages or insurer's cancellation or non-renewal.

Additional insured status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that Agency and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Agency and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Vendor agrees to ensure that its subconsultants, subcontractors, and any other party who is brought into or involved in the services by Vendor (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Vendor. Vendor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Vendor's Subcontractor cannot comply with this requirement, which proof must be submitted to the Agency, Vendor may still be able to utilize the Subcontractor provided Vendor shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Vendor, but in all other terms consistent with the Vendor's requirements under this Agreement. This provision does not relieve the Vendor of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its Subcontractors. This provision is intended solely to provide Vendor with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Vendor under this Agreement given the limited scope of work or services provided by the Subcontractor. Vendor agrees that upon request, all agreements with Subcontractors, and others engaged in the services, will be submitted to Agency for review.

Agency's right to revise specifications. The Agency reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Vendor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Vendor, the Agency and Vendor may renegotiate Vendor's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by Agency. Agency reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Timely notice of claims. Vendor shall give Agency prompt and timely notice of claims made or suits instituted that arise out of or result from Vendor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Vendor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

XVII. CONFLICT OF INTEREST

No officer or employee of the Agency may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that affects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

XVIII. NOTICE

All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

A. Personal delivery. When personally delivered to the recipient; notice is effective on delivery.

B. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.

C. Certified mail. When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

D. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account; notice is effective on delivery, if delivery is confirmed by the delivery service.

Addresses for purpose of giving notice are as follows:

To AGENCY: City of Bishop
377 West Line Street
Bishop, CA 93514
Attention: City Clerk

To VENDOR: Complete Paperless Solutions (CPS)
5130 East La Palma Ave #206
Anaheim, CA 92807
Attention: Jamie Dunn, VP of Sales

E. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

F. Either party may change its address by giving the other party notice of the change in any manner permitted by this Agreement. Any change in address that is not provided to the other party will not void delivery of any notice under this Agreement, and delivery to the last known address shall be deemed sufficient for notice under this Agreement.

XIX. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either Agency or Vendor without the prior written consent of the other.

XX. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of Agency and Vendor as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

XXI. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

XXII. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

XXIII. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

XXIV. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in a court of competent jurisdiction within the county in which Agency is located.

XXV. COMPLIANCE WITH STATUTES AND REGULATIONS

Vendor will be knowledgeable of and will comply with all applicable federal, state, local, county, and city statutes, rules, regulations, ordinances, and orders.

XXVI. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

XXVII. ATTORNEY'S FEES

Except as provided for herein above, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment, including post-judgment attorney's fees costs and expenses and any attorneys' fees or costs incurred on appeal of any judgment.

XXVIII. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

XXIX. VENDOR'S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the Vendor warrant: (i) the Vendor is duly organized and existing under the appropriate state laws; (ii) they are duly authorized to execute this Agreement on behalf of the Vendor; (iii) by so executing this Agreement, the Vendor is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Vendor is bound.

By VENDOR: Complete Paperless Solutions (CPS)

_____

(Signature)

_____

(Typed Name)

_____

(Title)

AGENCY: City of Bishop, A Municipal Corporation

_____

Deston Dishion, City Administrator

ATTEST:

_____

Robin Picken, City Clerk

APPROVED AS TO FORM:

By Dean J. Pucci, City Attorney

_____

Attachments:

	Exhibit A	Scope of Services
	Exhibit B	Compensation Schedule

EXHIBIT A
SCOPE OF SERVICES

5130 E. La Palma Avenue, Suite 206
Anaheim, CA 92807
tel: 866-661-2425 fax: 714-716-8215
www.cps247.com

City of Bishop
377 West Line Street
Bishop, CA 93514
Attn: Robin Picken

Scope of Services:

The scope of services is the implementation, support, and maintenance of the Laserfiche Cloud Municipality Site License application which includes unlimited calls, emails, training, and remote troubleshooting from Monday to Friday. System is configured with 100 Full Users, Workflow, OCR, Indexing, e-Forms, 10 Quick Fields Complete with Agent Sessions, 10Tb of storage, Import Agent, Laserfiche Scanning, Office Plug-In, Laserfiche Mobile, Snapshot, Connector, API, Advanced Audit Trail, Records Management Edition, Unlimited Public Portal, and Unlimited Forms Portal.

Fee schedule: $13,100.00

Support period: Jul 22, 2024 - Jul 21, 2025

Support Type: VIP which, includes:

- Monday to Friday during normal business hours from 7:00AM to 6:00PM PST.
- 2 hours guaranteed response time
- A dedicated support engineer will serve as the primary contact for Laserfiche support through a direct telephone line.
- Unlimited training
- Preferred pricing on specific integration and development projects
- Free enrollment to the Laserfiche Conference (unlimited access)

Professional Services: Any professional services related to the enhancement of the Laserfiche repository such as business processes or workflow designs, and specific developments are not included in the fee schedule.

BY: Complete Paperless Solutions (CPS)
Date: 4/9/24
Expires: 5/31/24

Laserfiche Document Management Software Proposal

Laserfiche Premier Partner

Laserfiche 10 SOLUTION PROVIDER PLATINUM CERTIFIED

Laserfiche Solution Provider Awards 2022 WINNER CUSTOMER'S CHOICE AWARD

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INTRODUCTION LETTER

April 9, 2024

City of Bishop
377 West Line Street
Bishop, CA 93514

Dear Robin,

We are pleased to submit the attached proposal for the Municipality Site Licensing for Laserfiche Document Management for your organization. We understand the City of Bishop is looking for a document management solution which will provide an organized file structure, nomenclature, records retention, and ultimately be a Trusted System by implementing Laserfiche Vault which will allow you to destroy your paper files.

Complete Paperless Solutions, LLC (CPS), is located in Anaheim, CA and is a **Platinum Certified Solution Provider** (SP) of the award-winning Laserfiche™ Enterprise Content Management solution as well as a respected systems integrator and consultancy. The CPS staff focuses its business on helping California Municipalities meet the challenge of providing a great public service to your citizens while working in a high-demand, electronic records-intensive environment. Our customer-centric business model promotes long-term relationships stemming from excellent service, fair pricing, and good old-fashioned know-how. **CPS has the highest ratio of support engineers per customer in California compared to all other Laserfiche resellers.** CPS is also a proud sponsor of ***MISAC*, CCUG, CLEARS, CLETS and *CCAC***.

Our Corporate Office is located in Anaheim, CA, with 2 satellite offices located in Vista, CA and Temecula, CA. These offices are led by our CFO, Claude Schott, and me, as the VP of Sales. CPS is confident that it is well-suited to aid the City of Camarillo with our support and professional services team that has been representing Laserfiche ™ since 1996. CPS's business model is based on the deployment, customization, and support of Laserfiche rather than the "deploy and depart" model of some resellers.

CPS is an **Employee-Owned Company, so** we all have the highest level of interest to make sure you are thrilled with your experience from the very beginning and each day after. Every single one of our staff members has **at least 15+ years of direct Laserfiche experience** dealing with organizations of your caliber. You will not have to experience the pain of working with staff who are just getting started with Laserfiche Support and may be learning while on the call with you trying to figure something out. Every

single technician at CPS is a master at their craft and are filled with a vast amount of knowledge readily available to put to great use.

The City of Bishop will never have to experience non tenured staff who may be learning on the job. Anytime you call for support, you will be speaking with a professional who will be well informed of your configuration and of the current status of your project. We are proud of our Customer Choice Award which is given out to only one Laserfiche Reseller in the world that has the highest retention of clients and with highest customer satisfaction ratings as well. Lastly, we are also recognized as a Laserfiche Premier Partner by continuing rigorous testing on the product and by submitting proof of client service excellence.

CPS is affiliated with the Omnia Partners Contract Cooperative Agreement which many have been using to purchase Laserfiche at a discounted rate. The above hyperlink will provide the Master Agreement Documents associated with Contract Number 01-158 for Laserfiche Document Management.

We would be pleased to discuss any aspect of this proposal and to provide additional information related to our proposed solution or ability to deliver. We look forward to your positive review of this proposal and to answering any questions that may arise.

Sincerely,

Jamie Dunn
Vice President of Sales
Cell: 760-419-3446
Email: jdunn@cps247.com

REFERENCES

CPS has recently been awarded the Laserfiche Customer Choice Award from Laserfiche which is an award for the one single Laserfiche Service Provider in the entire world with the highest customer retention rate and highest satisfaction. That being said, we can assure you that CPS holds the highest retention of customers of any other Laserfiche Service Provider in the world. Our lifetime customer retention is currently at an impressive 98.4%.

1.	
Company: City of Novato	**Telephone**: (415) 899-8986
Contact: Laura McDowall	Email: lmcdowall@novato.org
Address: 922 Machin Avenue, CA 94945	
Project Details	New client in mid-2023 with 10 Full Users, Public Portal, Records Management Edition, and Vault. The city has been focused on implementing a Trusted System from day one.

2.	
Company: City of Wildomar	**Telephone**: (951) 677-7751 X210
Contact: Janet Morales	**Email**: jmorales@cityofwildomar.org
Address: 23873 Clinton Keith Rd, Wildomar, CA 92595	
Project Details	City released an RFP and became a new client in mid-2023 with 12 Full Users, Public Portal, DocuSign Integration, Records Management Edition, and Vault. Provided conversion services from SharePoint to Laserfiche and will be starting scanning contract shortly as well as a Contract Management Workflow as well.

3.	
Company: City of Chico	**Telephone**: (530) 896-7202
Contact: Angie Dilg	**Email**: angie.dilg@chicoca.gov
Address: 411 Main Street, Chico, CA 95928	
Project Details	Came to CPS in 2023 from another Laserfiche Support Provider. Worked with Diane Gladwell to update their retention schedules and moved their support to CPS which we have now tied their retention schedules into Laserfiche.

4.	
Company: Mammoth Community Water District	**Telephone**: 760.934.2596 ext. 321
Contact: Stephanie Hake	**Email**: shake@mcwd.dst.ca.us
Address: 1315 Meridian Blvd, Mammoth Lakes, CA 93546	
Project Details	Most recently came from another Laserfiche Service Provider of who wanted the basics and was sick of being up-sold to for products/services they did not want or need.

5.	
Company: City of Westlake Village	**Telephone**: (818) 706-1613
Contact: Antoinette Mann	**Email**: antoinette@wlv.org
Address: 31200 Oak Crest Dr., Westlake Village, CA 91361	
Project Details	Purchased Municipal Site License at the beginning of 2023 and project is up and running very smoothly.

WORK PLAN AND SCHEDULE

CPS's Professional Services team lead by Joseph Mempin will assist the City of Bishop.

Joe Mempin: Manager of Professional Services Group (PSG) – Certified Laserfiche Professional

Over fifteen (15) years of software programming and Laserfiche experience, including integrations and customizations of client software systems, legacy programs, and Laserfiche. Mr. Mempin has been managing the CPS team for the past ten (10) years. Previously he spent five (5) years developing application systems for Allgeier Computer (previous Laserfiche VAR).

CPS's Development team lead by Arsene Hanssens will assist the City of Bishop.

Arsene Hanssens: Chief Technical Officer – Certified Laserfiche Professional

Arsene and his team are responsible for integrations, customizations, and software development. Arsene joined the CPS team in 2006 but has been working with CPS since 2001. Arsene has Electronic Content Management System (ECMS) programming experience since 1980. Arsene worked with the development of one of the very first document page scanners "Copiscan" which was then purchased by Bell & Howell in 1985.

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Our projects are managed with a focus on over preparation. Our implementations always start with a project plan and a preview of the implementation. We provide a pre-Statement of Work step which will accomplish the following:

1. Provide documentation on how we intend to implement the system. This will give stakeholders and end users a starting point conceptually and visually.
2. Provide a training preview. Seeing the system in action makes for better decisions.
3. Part of the project plan is a breakdown of the folder structure and naming convention of existing shared drives. This will provide insight to see if any information can be used for metadata when documents are converted into Laserfiche.

The outcome of steps 1 through 3 are the building blocks for our true Statement of Work. All modified and contended items use the following rules:

- CPS Project Manager will document the issue as soon as a change which impacts project scope, schedule, staffing or spending is identified.
- The CPS Project Manager will review the change and determine the associated impact to the project and will forward the issue, along with recommendation, to all interested parties for review and discussion.
- If required due to lack of consensus, the Project Sponsor shall review the issue(s) and render a final decision on the approval or denial of a change.
- Following an approval or denial, the CPS Project Manager will notify the original requestor of the action taken.

Finally, after some discussion regarding steps 1 through 3, we provide a Statement of Work. Our Statements of Work always come with a Warranty Period. During this warranty period we provide free modifications (which are considered in scope for the Statement of Work), break-fixes, and minor requests (out of scope). The warranty period also guarantees response times for issues encountered during the warranty period. Response times are usually 1 hour for business days and 4 hours for non-business days.

Please see below matrix for each step of the project, including required (and optional) participants to the deployment of the project.

X – Required
O - Optional

		Staff Required						
		Rec Mgr	LF Admins	IT	End Users	CPS PSG	CPS Dev	CPS Sale
Project Initiation								
1.0	Kick off Meeting	X	X	X	O	X		X
2.0	Introduction to Laserfiche – Laserfiche client training and demonstration to grasp Laserfiche functionality – Laserfiche Best practices – Retention Schedules	X	X	X	O	X		X
3.0	User experience review – Shared Drive user experience demo	X	O	X		X	X	
4.0	Data and Content Review	X	O	O		X	X	
5.0	Define Repository requirements: Taxonomy and Indexing	X	X	O		X		
6.0	Project Planning – Work Plan and Statement of Work	X	X	X		X		X
Conversion								
1.0	Results Demonstration and Review – initial conversion attempt – resolve issues and finalize requirements	X	O	O	O	X		
2.0	Fixes	O	O	O		X	X	
Set Up System								
1.0	Laserfiche Cloud Set Up		O	O		X		
1.1	Users and Groups							
1.2	Security							
1.3	Metadata							
3.0	Workflows (QC and Taxonomy)	O	O	O	O	X		
4.0	Laserfiche Quick Fields		O	X		X		
Training								
1.0	System Administration – Level 1	O	X	X		X		
2.0	Administrator - Workflow	O	X	X		X		
3.0	End Users – Getting Started with Laserfiche – Multiple Classes	X	X	O	X	X		
4.0	End Users - Capture	X	X	O		X		
5.0	End Users – Multiple Classes	X	X	O		X		
Project Closeout								
1.0	Closure Meeting	X	X	O		X		X
2.0	Project Acceptance	O	X	O	O	X		X

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TRAINING

CPS has a reputation for meeting you where YOU are when it comes to training. Beginner, we got you, Expert, we can help you deepen your skillset. We'll record the training to document it so that you can refer back. And we don't just train the IT staff, we'll ensure the Clerk, the Attorney and the HR Director are well-versed in Laserfiche. While we're happy to build workflows and forms for you, we can train you to do that also.

Training can be performed on-premises or remotely according to your preferences. Training will be done prior, during and after implementation. You will see in our chart below that taking advantage of our VIP Support option, allows for unlimited training which many of our clients greatly enjoy.

CPS also has an entire webpage dedicating to training resources which is available online 24/7 and can be found at https://www.cps247.com/bpm. We are constantly updating and refining our training materials on this page as new features and requests come in.

With training being such an important part of a successful implementation, below is a sampling of training schedule we would provide. Please note that we will never restrict the number of attendees in our training classes and the city will always have the choice to have trainings onsite if that is the preference. All trainings can be recorded and sent to the city for future use as well.

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SOFTWARE PRICING

Cloud Municipality Site License

Description	Quantity	Public Price
Laserfiche Cloud Municipality Site License* 10,000 Citizens and Under	1	$3,100.00
Total Cloud		**$3,100.00**

Included in subscription pricing are the following features:

- **100 users**
- **Workflow**
- **OCR**
- **Indexing**
- **e-forms**
- **10 Quick Fields Complete with Agent**
- **10TB storage**
- **Import Agent**
- **Laserfiche Scanning**
- **Office Plug-in**
- **Laserfiche Mobile**
- **Snapshot**
- **Connector**
- **API**
- **Advanced Audit Trail**
- **Records Management Edition**
- **Unlimited Public Portal**
- **Unlimited Forms Portal**

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Cloud Municipality Site License Optional Modules

Description	Quantity	Public Price
Laserfiche Integration with DocuSign*	1	$300.00
Laserfiche Vault	1	$3,000.00
Total Cloud		**$3,300.00**

**Professional Services not included*

Professional Services

Description	Quantity	Public Price
Professional Service Package (40 hours) Laserfiche Project Management, System Setup and Security, Unlimited Remote Training, and Retention Schedules setup for all Departments.	1	$10,000.00
Total Professional Services		**$10,000.00**

Turnkey Solution

Description	Quantity	Public Price
Municipality Site License Software	1	$3,100.00
Professional Services	1	$10,000.00
Total Turnkey Solution Year 1 w/ VIP Support **(Free Upgrade to VIP Support for 1st Year)**		**$13,100.00**
Total Year 2 and Ongoing w/ VIP Support*		**$6,200.00**

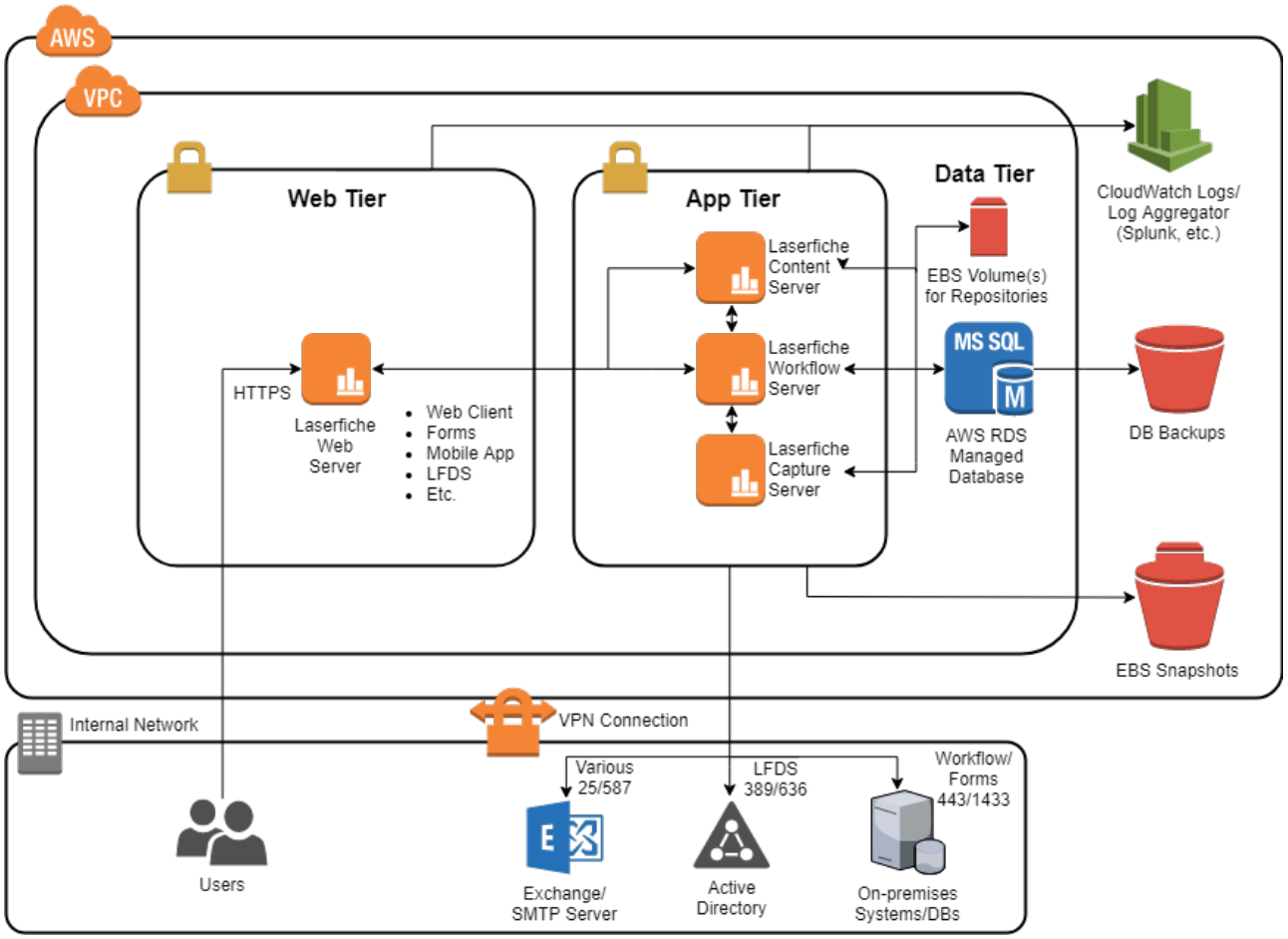
*Laserfiche may include a 3% increase any year after.

CLOUD DATABASE SPECIFICATIONS

With the Laserfiche cloud solution, you will not be restricted to any hardware requirements. Even with document scanners, from smart devices to multifunctional copy devices, we can get your images into Laserfiche. There will also be minimal IT Involvement so there wont be many reasons to utilize funds to involve your outsourced IT Services.

Below is a diagram of the general layout of the Laserfiche AWS architecture.

Laserfiche AWS Architecture - General Layout



866-661-2425
sales@cps247.com
www.cps247.com

SCANNING/BACKFILE CONVERSION SERVICES

CPS understands the importance of selecting a quality firm to manage and execute the process of scanning historic records which may include maps, drawings, and all other media types available for storing information. With CPS being the experts in Laserfiche Document Management, many municipalities and government organizations have turned to us to handle their document scanning needs as they have tried to make it by with other vendors who could not perform to the expectations. We understand the attention expected by municipalities to produce quality images, on demand, 100% open communication and making sure every step of the project is going exactly as planned. Everything mentioned in the Scope of Work is within the capabilities of CPS along with the power of knowing you have the #1 Laserfiche Provider handling your job and there will not be any confusion on ingestion/upload into Laserfiche.

Scanning Conversion Services Process

Secure Document Conversion Facility – Enabled with only the highest security and technology available, you can be assured your data will be safe and secure from the moment your data leaves your location, until we safely return your data after the job has been completed.

Record Transfer Preparation – All boxes will have a Tamper Security Seal to ensure privacy immediately upon pickup. All boxes will be inventoried by folder and series within each box, provide a barcode label, and finalize the box count prior to departing.

Document Control and Manifest Creation – We use a specialized application to not only track all records, but we have a very stringent methodology policy we adhere to internally as well making sure all procedures are followed every step of the way. Tracking reports are generated to include all of the information pertaining to the job. The use of tamperproof seals provides an extra layer of security to keep your data safe.

Secure Record Transfer Service – All pickups and deliveries will be performed by minimally 2 staff which have gone through a background check as well. In order to keep the chain of custody, delivery and pickup scenarios will not make any extra stops while transit with a client's data. If any issue arises in transport, a secondary team is on standby to assist right away.

Storage Center when Receiving – Our procedure is to have all boxes coming in to be counted and verified 2 times. Utilizing barcodes and our 2-person process ensures quality as soon as client data arrives. Any damage or discrepancies will be reported immediately and addressed immediately.

Chain of Custody Verification – Once the data is received, another check is done on all seals of the boxes. Once security seals are removed, we verify contents again. If at any time any security issues happen to arise, clients will be notified immediately.

Audit Tracking & Quality Control Reporting – Every employee is mandated to enter all quality control, monitoring, and progress into our tracking system. Reporting is constantly being done to ensure job is on track.

Document Preparation – Scanning sample boxes are an effective way to find out certain details of the specific job. These samples will determine the most accurate and efficient method to prepare the folder to be scanned. All staff will be trained on the job, specific and details and are assigned one single box at a time. Items prepared prior to scanning including removing paperclips/staples, unfolding, utilizing copier technology to maximize scan quality, combine small documents and attached images, and anything we are not 100% clear on, we will place on the side and address with the client to ensure accuracy. If required, we are able to reassemble all data just as we picked it up with the exclusion of staples and paper clips.

Quality Assurance Document Preparation Verification – Our data sheets are updated in real time and if any problem is found, the document is sent back for reprocessing. The tracking report is updated once again, and the corrected data moves on to the next stage.

Scanning High Resolution Digital Imaging – Only the best technology available is used to provide the best outcome of a quality image. Scanning staff will be monitoring each image to ensure image is scanned in correctly and no pages are double fed. The utilization of Kofax VRS Software allows for additional cleaning to be done such as de-speckle, de-skew, image rotation, background suppression, edge enhancement, gray tone filtering, blank page removal, and much more if need be.

Quality Assurance Image Quality – One of the most important parts of this process is having a human being review documents for accuracy and not solely rely on software and technology. Image quality is checked at multiple levels to ensure all images are acceptable and do not need to be reprocessed.

Indexing Verification – Staff are trained to manually index one image at a time per box to ensure accuracy every step of the way. Protocols and additional software is in place to make sure indexing errors do not occur such as misspelling or double keying entries.

Quality Assurance Indexing – Taking this process to the next level, we will compare the indexed data with the re-keyed data. If any mismatches are found, they are sent back and reprocessed until it is matched. Data validation is performed utilizing character mix, date ranges, quantity ranges, including database lookups as well.

File Transfer and Upload – Once documents are ready for transfer/upload, data will be transferred to a file server with your encrypted data. From there instant access is available via VPN to search your data to view images and indexes, along with being able to start internal quality control as well. If encrypted hard drive is preferred, this exists as an alternative as well.

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Return and Delivery of Completed Job – Once all files have been reviewed and cleared for approval, data will be repacked, and security labels placed once again. Delivery procedures are followed exactly how our pick-up procedure is listed above with the focus on reliability and security.

Pricing

Task	Price per unit
Paper Files up to legal size – Black & White	**$0.095**
Large Format Drawings - Plans - Black & White	**$1.10**
Large Format Drawings - Plans -Color/Grayscale	**$1.25**
Pick up/Delivery	**$150.00**
Laserfiche Ingestion	**$450.00**

Document Prep (if any): $25/hour will be applied if boxes are handed to us and we need to remove mass amounts of staples, post it notes, paper clips, etc.

Data Entry/Indexing: $25/hour if additional indexing is required above and beyond file name and 2 index fields.

ONGOING MAINTENANCE AND SUPPORT

CPS offers 2 different levels of ongoing support and maintenance which is explained below.

	Basic	VIP
Laserfiche Site License	$3,100.00 (Included)	+ $3,100.00 (Total $6,200.00/yr.)

Customers will receive unlimited telephone technical support and software updates automatically with a cloud system. Technical support includes unlimited email, telephone and remote access to address problems related to system configuration or performance. While guaranteed response times are dictated by the terms of the support agreement, most support calls are taken live and resolved within a single call.

All support calls are logged in a case management system and assigned priority and severity levels that will be escalated (if necessary) to the development team and what lengths are necessary to address them such as providing hotfixes or point releases of the software. All customers are granted access to the Laserfiche Support Site where an abundance of knowledgebase documents can be used to support your internal IT team and Laserfiche users.

Note: Ninety-five (95) percent of support issues taken by our team have *"First Call"* resolution and are usually resolved within one hour.

i. Support Contact Information

- Support services are provided directly by CPS
- Our toll-free support number: 866-661-2425
- Non-emergency support calls can be directed to (support@cps247.com) or via our website (http://www.cps247.com/Support/SubmitTicket.aspx)

ii. Basic Support Level

- Monday to Friday during normal business hours from 8:00AM to 5:00PM PST
- Next business day guaranteed response time
- Unlimited Access to CPS Webinars
- Quarterly Newsletter

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iii. CPS VIP Support Level

To prevent spending additional money on Outsourced IT, and to optimize the benefits of your Laserfiche software, we recommend our VIP support package. We especially recommend this option for the 1st year of implementation as the Unlimited Training surely comes in handy. VIP Support can be downgraded upon year 2. Our VIP program offers the following:

- Monday to Friday during normal business hours from 7:00AM to 6:00PM PST.
- 2 hours guaranteed response time.
- A dedicated support engineer will serve as the primary contact for Laserfiche.
- Direct support through a direct telephone line.
- Unlimited training
- Next day onsite support guaranteed if remote issue non-resolved.
- Unlimited support
- Preferred pricing on specific integration and development projects
- Free enrollment to the Laserfiche Empower Conference (Unlimited Access)
- No travel cost.

EXHIBIT B
COMPENSATION SCHEDULE

Laserfiche Cloud Municipality Site License* (1) = Total Cloud: **$3,100.00**
10,000 Citizens and Under

Included in subscription pricing are the following features:

- 100 users
- Workflow
- OCR
- Indexing
- e-forms
- 10 Quick Fields Complete with Agent
- 10TB storage
- Import Agent
- Laserfiche Scanning
- Office Plug-in
- Laserfiche Mobile
- Snapshot
- Connector
- API
- Advanced Audit Trail
- Records Management Edition
- Unlimited Public Portal
- Unlimited Forms Portal

Professional Services (1) = Total Professional Services: **$10,000.00**
Professional Service Package (40 hours)
Laserfiche Project Management, System Setup and Security,
Unlimited Remote Training, and Retention Schedules set up
for all Departments.

Turnkey Solution

Municipality Site License Software (1)	$ 3,100.00
Professional Services (1)	$10,000.00

Total Turnkey Solution Year 1 w/VIP Support **$13,100.00**
(Free Upgrade to VIP Support for the 1st Term of Agreement; VIP Support for Year 2 and Ongoing = $6,200.00/year*)

*Laserfiche may include a 3% increase any year after.

Payment Schedule
$3,100.00 due when Laserfiche Licensing is activated
$10,000.00 of remaining balance is due when project is closed and accepted

CITY OF BISHOP
377 West Line Street - Bishop, California 93514
P. O. Box 1236 - Bishop, California 93515
City Hall 760-873-5863 Public Works 760-873-8458
Fax 760-873-4873

July 17, 2024

Monthly Budget Report for the Month of June 2024

To City Council,

Each month, the Finance Department provides a monthly budget report for your review. Although this report is helpful in providing a snapshot of the City's budget, there are nuances that are not captured by the report. In order to provide additional context and improved reporting, please see below information to supplement the enclosed Monthly Budget Report for the Month of June 2024.

- City staff is working through the FY 2023-24 accrual period, during which, additional FY 2023-24 revenue will be earned. Although the General Fund Revenue Report displays 90% of the budget earned, it's anticipated that the City will exceed its General Fund Revenue total budget figure. Two months of sales tax revenue have been earned, but not yet recorded. Additionally, months and quarters of transient occupancy tax have been earned, but not yet recorded.
- Within the General Fund Expenses Report, you'll notice that 001-015, Insurance, is slightly over budget. This is a result of a closing entry to record a retroactive insurance liability adjustment. This closing entry is made in July each year, the amount of the adjustment varies, and the amount is not known by the City until July.
- The General Fund Expenses Report displays 85% of budgeted expenses incurred. Similar to revenues, additional FY 2023-24 expenses have been incurred, but not yet recorded. These expenses will be recorded from now through August 2024. City staff anticipates that General Fund expenses will not exceed total budget at the end of the FY 2023-24 accrual period.
- The City has earned, but not yet recorded, property tax revenues and gas tax revenues. You should expect these total revenues to increase beyond the currently recorded amounts by the end of the accrual period.

Best regards,

Ethan Aukee
Finance Director

Monthly Budget Report for the Month of June 2024

General Fund Revenue

Account #	Revenue	Actual	Budget	Percent Received
001-000-31010	PROPERTY TAXES SECURED	621,130.70	540,000.00	115%
001-000-31020	PROPERTY TAXES UNSECURED	52,565.59	45,000.00	117%
001-000-31030	PROPERTY TAXES PRIOR YR.	4,204.02	6,000.00	70%
001-000-31050	PROPERTY TAX HOMEOWNERS	1,304.02	2,200.00	59%
001-000-31060	PROP TAX MISC	-	21,000.00	0%
001-000-31065	VLF SWAP/PROP TX IN LIEU	-	350,000.00	0%
001-000-31066	VEHICLE LIC FEE IN EXCESS	4,782.92	3,700.00	129%
001-000-31120	SALES TAX	4,419,518.65	5,000,000.00	88%
001-000-31126	DWP WTR AGREEMENT PAYMNT	232,799.00	232,799.00	100%
001-000-31128	SALES TX 1/2%-PUBLIC SAF	11,656.53	15,000.00	78%
001-000-31130	TRANSIENT OCCUPANCY TAX	2,713,356.78	3,100,000.00	88%
001-000-31131	TOT PENALTIES	9,044.29	-	0%
001-000-31132	TOT PRIOR YR	235,516.85	200,000.00	118%
001-000-31150	REAL PROPERTY TRANSFER	13,358.84	10,000.00	134%
001-000-32010	BUSINESS LICENSES	67,880.10	62,000.00	109%
001-000-32011	BL PENALTIES	-	-	0%
001-000-32015	SHORT-TERM RENTALS	2,414.60	2,250.00	107%
001-000-32020	SB 1186/ADA	-	-	0%
001-000-32030	PARKING PERMITS	6,650.00	5,000.00	133%
001-000-32035	TENTATIVE MAP PERMITS	-	-	0%
001-000-32040	USE PERMITS	1,620.00	3,000.00	54%
001-000-32041	ENVIRONMENTAL APP FEE	120.00	1,000.00	12%
001-000-32050	BUILDING PERMITS	124,176.22	110,000.00	113%
001-000-32051	PLAN CHECK FEE	3,600.00	500.00	720%
001-000-32080	ELECTRICAL FRANCHISE	48,848.97	32,000.00	153%
001-000-32081	CELL TOWER FRANCHISE	42,000.00	42,000.00	100%
001-000-32090	TV FRANCHISE	7,445.87	10,000.00	74%
001-000-33010	INTEREST ON BANK DEPOSITS	313,605.38	220,000.00	143%
001-000-33020	RENTAL OF REAL PROPERTY	113,310.19	100,000.00	113%
001-000-34010	MOTOR VEHICLE IN LIEU	-	-	0%
001-000-34015	MTR VEH LIC FEE 11005.7	-	-	0%
001-000-34040	REIMB. HIGHWAY SWEEPING	44,166.60	53,000.00	83%
001-000-34041	HWY 6 TRASH	37,500.00	45,000.00	83%
001-000-34045	RSTP	-	-	0%
001-000-34046	DOC/RECYCLING GRANT	-	-	0%
001-000-34047	REIMB FROM BUSD	-	-	0%
001-000-34049	DWP TREE SPONSORSHIP	-	-	0%
001-000-34050	MISC REVENUE CAPITAL REPLACE	31,331.00	31,331.00	100%
001-000-34079	FIRE EMS FUNDING	12,500.00	12,500.00	100%
001-000-34080	REIMB. RFD W/COMP.	-	-	0%
001-000-34081	SALARY REIMB FRM RF DIST	-	-	0%
001-000-34082	MISC REIM FROM RF DIST	-	-	0%
001-000-34083	FIRE INSPECTION FEES	1,337.17	2,000.00	67%
001-000-34094	LOCAL RESPONSE_STANDBY	-	1,000.00	0%
001-000-34095	STRIKE TEAM	121,277.44	93,026.58	130%
001-000-34110	COURT RESTITUTIONS	-	-	0%
001-000-34111	ORDINANCE ENFORCEMENT	-	-	0%
001-000-34116	DOJ-BULLET PRF VEST GRNT	-	-	0%
001-000-34120	PEACE OFFICERS TRAINING	10,735.50	9,500.00	113%
001-000-34121	RAN REIMB	9,768.53	6,000.00	163%

001-000-34122	DVROS-STATE	-	-	0%
001-000-34124	BUDGET ACT 2013/LAW ENF	-	-	0%
001-000-34125	PARKING CITATIONS	7,341.49	6,000.00	122%
001-000-34126	TOW FEE	3,375.00	2,630.00	128%
001-000-34140	DISPATCH CONTRACTS	-	6,000.00	0%
001-000-34141	PD Grants	121,460.95	121,460.95	100%
001-000-34145	4850 PAY REIMB	5,223.61	-	0%
001-000-34160	911 REIM-STATE	-	-	0%
001-000-35020	STRONG MOTION INST. PROG	1,041.84	500.00	208%
001-000-35060	CBSC/BLDG PERMIT	313.00	200.00	157%
001-000-36010	SALE OF PERSONAL PROP.	756.00	-	0%
001-000-36020	INS. REFUNDS & DIVIDENDS	-	-	0%
001-000-36025	FORFEITURE OF DEPOSITS	-	-	0%
001-000-36020	INS. REFUNDS & DIVIDENDS	-	-	0%
001-000-36030	MISCELLANEOUS	29,788.05	15,000.00	199%
001-000-36031	RETIREE MED COPAY	2,832.00	3,500.00	81%
001-000-36040	FINGERPRINTING & REPORTS	25,986.00	23,500.00	111%
001-000-36041	SUBPOENAS	-	-	0%
001-000-36042	AB109/REALIGNMENT	-	50,000.00	0%
001-000-36070	CIVIC ARTS	-	-	0%
001-000-36074	SUMMER PROGRAM TUITION	40,580.00	40,000.00	101%
001-000-36075	KIND ACTIVITY FEE	-	-	0%
001-000-36076	KIND TUITION	-	-	0%
001-000-36077	ASP ACTIVITY FEE	-	-	0%
001-000-36078	AFTER SCHOOL PROGRAM	83,581.00	92,000.00	91%
001-000-36079	GYMNASTICS CLUB	-	-	0%
001-000-36089	CHILDRENS DAY OF ARTS	-	-	0%
001-000-37010	SPECIAL EVENT INSURANCE	350.00	-	0%
001-000-39240	TENNIS	-	-	0%
001-000-39250	SOFTBALL	13,552.31	16,000.00	85%
001-000-39251	SOCCER	4,375.00	4,375.00	100%
001-000-39255	VOLLEYBALL	2,200.00	-	0%
001-000-39260	BASKETBALL	600.00	-	0%
001-000-39270	AEROBIC,DANCE,ZUMBA	640.00	640.00	100%
001-000-39275	FACILITY RENTAL FEE	2,010.00	2,000.00	101%
001-000-39278	TREE DEDICATION	(90.24)	-	0%
001-000-39280	YOUTH PROGRAM	2,010.00	2,800.00	72%
001-000-39281	GYMNASTICS	24,069.00	21,000.00	115%
001-000-39283	PAGEANT	-	-	0%
001-000-39289	POOL-LIFEGRD RECERT	-	-	0%
001-000-39290	POOL-PUBLIC SWIM	26,112.00	23,500.00	111%
001-000-39291	POOL RENTALS	14,422.00	15,000.00	96%
001-000-39292	POOL-SWIM LESSONS	20,152.00	24,000.00	84%
001-000-39293	POOL-CONCESSIONS	3,300.25	2,400.00	138%
001-000-39294	POOL-WATER FITNESS	11,341.00	7,900.00	144%
001-000-39297	YOUTH ATHLETICS	(25.00)	500.00	-5%
001-000-39710	FINES & FOREFEITURES	296.04	300.00	99%
001-000-39722	TUT MEASURE A	-	-	0%
001-000-39925	CITY COST PLAN	-	-	0%
001-000-39990	OTHER FINANCE SOURCES	-	-	0%
001-000-39995	CITY COST PLAN	-	-	0%
001-000-39999	REVENUE-TRANS IN	500,000.00	500,000.00	100%
001-000-40000	Caltrans Sustainable Grant	-	-	0%
001-000-40001	SB2 Housing & Community	-	-	0%

001-000-40002	PROP 68 Green	32,567.85	100,000.00	33%
001-000-40003	Playground Grant	-	-	0%
001-000-40004	COVID-19 Funding	-	-	0%
001-000-40005	LEAP GRANT	4,984.52	-	0%
001-000-40006	REAP GRANT	-	-	0%
	Total Revenue	**10,306,046.43**	**11,448,012.53**	**90%**

General Fund Expenses

6/30/2024	Department	Actual	Budget	Percent Used
001-010-_____	City Council	176,112.42	190,551.93	92%
001-011-_____	Administration	809,231.06	903,541.90	90%
001-012-_____	Finance	294,451.68	316,058.07	93%
001-013-_____	Treasurer	1,841.25	1,904.76	97%
001-014-_____	Legal	209,514.05	233,996.89	90%
001-015-_____	Insurance	307,592.50	306,453.50	100%
001-016-_____	Building & Grounds	190,423.08	228,325.73	83%
001-018_____	Elections	1,451.98	1,700.00	85%
001-019-_____	Community Promotion	85,405.72	172,100.00	50%
001-020-_____	Police Department	4,316,483.90	4,576,579.70	94%
001-021-_____	Fire Department	553,369.86	764,335.80	72%
001-022-_____	Building	79,469.98	152,130.00	52%
001-023-_____	Street Maintenance	1,002,294.33	1,649,367.96	61%
001-031-_____	Parks & Rec	1,219,160.57	1,384,850.88	88%
001-034-_____	Planning	340,236.41	442,726.44	77%
001-035-_____	After School Program	72,281.68	78,850.00	92%
001-037-_____	Pool	170,314.58	178,739.31	95%
001-038-_____	Summer Camps	41,856.60	48,420.00	86%
	Total Expenses	**9,871,491.65**	**11,630,632.87**	**85%**

Enterprise Funds

6/30/2024	Fund/Account	Actual	Budget	Percent Used
	Sewer Fund - Revenue			
002-000-33010	Interest on Bank Deposits	86,562.51	60,000.00	144%
002-000-33020	Rental of Real Property	-	-	0%
002-000-39017	Sewer Miscellaneous	33,593.59	30,000.00	112%
002-000-39020	Sewer Service Collection	1,408,746.81	1,330,000.00	106%
002-000-39023	Sewer Service Penalties	1,399.86	1,250.00	112%
002-000-39035	Solar Rebates	2,932.40	2,932.40	100%
002-000-39075	Reimbursement From ESCSD	21,604.81	176,050.00	12%
Total:		**1,554,839.98**	**1,600,232.40**	**97%**
002-051-_____	Sewer Fund - Expenses	**1,276,200.05**	**1,836,358.46**	**69%**

Account #	Fund/Account	Actual	Budget	Percent Used
	Water Fund - Revenue			
004-000-33010	Interest On Bank Deposits	81,579.43	60,000.00	136%
004-000-33020	Rental Of Real Property	-	-	0%
004-000-39012	Water Service Collection	1,113,678.03	1,111,000.00	100%
004-000-39013	Water Service Penalties	1,104.86	1,200.00	92%
004-000-39017	Water Miscellaneous	36,301.72	30,000.00	121%
004-000-39019	Backflow Fee	-	-	0%
004-000-39035	Solar Rebates	-	-	0%
Total:		**1,232,664.04**	**1,202,200.00**	**103%**
004-050-_____	Water Fund - Expenses	**1,401,857.16**	**1,602,307.09**	**87%**

Account #	Fund/Account	Actual	Budget	Percent Used
	SMHP - Revenue			
012-000-33010	Interest On Bank Deposits	11,900.29	9,000.00	132%
012-000-39735	Utilities Clearing Account	36,885.00	38,400.00	96%
012-000-39750	Rents - Assisted Units	6,343.00	6,600.00	96%
012-000-39760	Rents - Unassisted Units	101,108.00	100,000.00	101%
012-000-39811	Miscellaneous	(283.18)	-	
012-000-39812	Gain On Sale	-	-	0%
Total:		**155,953.11**	**154,000.00**	**101%**
012-095-_____	SMPH - Expenses	**160,309.31**	**172,274.85**	**93%**

Special Funds

6/30/2024	Fund/Account	Actual	Budget	Percent Used
	COPS Fund - Revenue			
033-000-33010	**Interest On Bank Deposits**	5,812.19	-	0%
033-000-39967	**COPS/AB 1913**	100,000.01	100,000.00	100%
Total:		**105,812.20**	**100,000.00**	**106%**
033-033-_____	**COPS Fund - Expenses**	**109,384.40**	**149,865.00**	**73%**

Account #	Fund/Account	Actual	Budget	Percent Used
	Gas Tax Fund - Revenue			
003-000-33010	**Interest on Bank Deposits**	-	-	0%
003-000-39100	**Section 2105**	21,424.35	22,500.00	95%
003-000-39110	**Section 2107-5**	1,000.00	1,000.00	100%
003-000-39120	**Section 2107**	28,941.36	30,300.00	96%
003-000-39130	**Section 2106**	18,331.49	19,500.00	94%
003-000-39135	**Misc/Prop 42**	32,268.29	34,200.00	94%
003-000-39137	**Traffic Congestion Relief**	-	-	0%
003-000-39139	**SB 1**	89,888.22	84,100.00	107%
Total:		**191,853.71**	**191,600.00**	**100%**
003-030-_____	**Gas Tax Fund - Expenses**	**123,418.13**	**224,729.74**	**55%**

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book adjustments

Eastern Sierra Checking (Eastern Sierra Checking) (1)

June 30, 2024

Account: 99900010110

Bank Account Number: 006107370

Bank Statement Balance:	1,905,307.59	Book Balance Previous Month:	1,447,676.33
Outstanding Deposits:	106,486.38	Total Receipts:	10,603,151.48
Outstanding Checks:	373,781.97	Total Disbursements:	10,411,125.12
Bank Adjustments:	1,690.69	Book Adjustments:	.00
Bank Balance:	1,639,702.69	Book Balance:	1,639,702.69
		Proof (Bank balance less book balance):	.00

Outstanding Deposits Section

Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount
19	280.00	1034	128.00-	1057	101.00	1108	88.29-
1110	565.46	1132	1,472.00-	1137	370.00-	1145	359.00
1159	64.00-	1213	185.00-	1229	1,769.00	1230	71.25
1234	558.40	1248	79,973.06	1249	8,428.50	1250	1,629.75
1251	211.00	1252	10,687.50	1253	344.00	1254	103.50
1255	146.25	1256	1,166.00	1256	2,400.00		
Grand Totals:							106,486.38

Deposits cleared: 83 items Deposits Outstanding: 23 items

Outstanding Checks Section

Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount
1092	19.83	1639	38.00	1644	38.00	2443	165.48
3849	74.99	4696	1,623.97	4738	250.29	4877	6,920.00
5119	457.64	5546	119.89	6366	313.36	6412	100.00
6693	48.03	6948	668.91	7108	4,602.50	7258	144.96
7412	18.58	7420	18.58	7859	1,076.50	8324	66.50
8752	110.82	9412	203.50	9861	.11	9941	46.25
10539	55.50	10573	46.17	10709	1,500.00	10711	55.50
10750	43.86	10755	199.48	10844	132.98	10858	1,560.00
10860	55.50	10900	2,999.00	10925	155.14	10931	140.38
10938	336.70	10956	80.76	10958	27.75	10994	75.00
11000	118.00	11018	87.27	11019	234.43	11025	317.42
11028	122.82	11031	416.36	11032	203.63	11040	160.92
11041	255.81	11046	157.68	11047	248.76	11049	157.92
11051	510.58	11071	742.48	11079	14.30	11086	80.76
11087	660.00	11088	369.23	11093	366.00	11097	2,654.43
11100	86.46	11106	14.12	11107	350.00	11111	5,895.00
11114	212.45	11119	234.43	11121	1,727.42	11122	338.36
11123	772.68	11124	83.11	11125	645.93	11126	726.13
11127	350.93	11128	886.05	11129	316.79	11130	860.29
11131	502.64	11132	929.97	11133	796.00	11134	741.79
11135	249.58	11136	3,643.99	11137	481.48	11138	200.17
11139	382.74	11140	594.33	11141	625.96	11142	576.69
11143	883.21	11144	933.92	11145	675.53	11146	872.87

Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount
11147	502.64	11148	253.32	11149	985.78	11150	639.43
11151	80.76	11152	2,132.24	11153	660.00	11154	369.23
11155	55.50	11156	5,816.15	11157	361.05	11158	1,810.65
11159	56,200.78	11160	14,542.76	11161	552.60	11162	5,850.10
11163	1,823.09	11164	344.95	11165	3,518.06	11166	1,551.00
11167	3,765.11	11168	2,000.00	11169	8,000.00	11170	1,763.07
11171	703.59	11172	325.27	11173	705.00	11174	37.00
11175	63.73	11176	56.41	11177	56.41	11178	726.65
11179	2,304.45	11180	500.00	11181	120.75	11182	1,507.29
11183	5,000.00	11184	1,935.84	11185	2,165.95	11186	60.00
11187	120.78	11188	871.00	11189	292.44	11190	20.42
11191	2,310.00	75403	8.00	61424203	31,343.39	62824200	88,341.19
62824201	5,637.00	62824202	2,689.54	62824203	20,489.91	62824204	30,882.71
62824205	1,868.75						
Grand Totals:							373,781.97

Checks cleared: 230 items Checks Oustanding: 145 items

Bank Adjustments Section

Description	Amount	Description	Amount
J Scida Wages Incorrectly Paid and Owed	1,690.71	Carrying Prior Month Bank Adjustment	.02-
Grand Totals:			1,690.69

Book Adjustments Section

CITY OF BISHOP
COMBINED CASH
JUNE 30, 2024

COMBINED CASH ACCOUNTS

999-000-10110	CASH IN BANK	1,635,082.21
999-000-10111	LAIF INVESTMENT	9,653,331.19
999-000-10112	CASH EASTERN SIERRA BANK	.00
999-000-10113	CASH IN COUNTY TREASURY	.00
999-000-10115	CASH IN BANK XPRESS BILLPAY	33,962.18
999-000-10116	CALIFORNIA CLASS INVESTMENT	9,000,000.00
999-000-10175	CASH CLEARING UTILITIES	17,811.91
999-000-10176	BUSINESS CASH CLEARING	426.10
	TOTAL COMBINED CASH	20,340,613.59
999-000-10100	CASH ALLOCATED TO FUNDS	(20,340,613.59)
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	10,018,938.68
2	ALLOCATION TO SEWER FUND	2,699,533.18
3	ALLOCATION TO GAS TAX	422,597.73
4	ALLOCATION TO WATER FUND	2,337,397.76
5	ALLOCATION TO RFPD	1,053,812.31
6	ALLOCATION TO IMBC FIDUCIARY	.00
7	ALLOCATION TO LOCAL TRANSPORTATION FUND	89,758.82
8	ALLOCATION TO BOND AND TRUST FUND	47,639.99
9	ALLOCATION TO TRAFFIC SAFETY	8,141.29
10	ALLOCATION TO TUT MEASURE A	1,343,245.51
11	ALLOCATION TO ASSET FORFEITURE	5,300.63
12	ALLOCATION TO SUNRISE MHP	388,763.88
13	ALLOCATION TO GENERAL FIXED ASSETS	.00
15	ALLOCATION TO WATER IMPROVEMENT	.00
18	ALLOCATION TO FUND 018	.00
19	ALLOCATION TO STREETS-SIDEWALK IMPROVEMENT	750,000.00
21	ALLOCATION TO CANINE DONATION	8,012.54
22	ALLOCATION TO HEAVY EQUIPMENT REPLACEMENT	300,000.00
23	ALLOCATION TO PROPERTY/HOUSING DEVELOPMENT	103,997.50
24	ALLOCATION TO BAWA	.00
25	ALLOCATION TO WAYFINDING & SIGNAGE PROJECT	.00
26	ALLOCATION TO PLHA FUND	.00
29	ALLOCATION TO FUND 029	.00
33	ALLOCATION TO C.O.P.S.	208,168.32
37	ALLOCATION TO HOME FUNDS/WILLOW ST	100,302.76
54	ALLOCATION TO STIP E. LINE ST. BRIDGE REPL.	308,781.21
55	ALLOCATION TO S WARREN ST. IMPROVEMENT	.00
57	ALLOCATION TO SEIBU TO SCHL BIKE PATH	.00
58	ALLOCATION TO PINE TO PARK/STIP	.00
59	ALLOCATION TO WEST JAY STREET	.00
60	ALLOCATION TO STIP-SPRUCE/YANEY/HANBY	.00
61	ALLOCATION TO E. LINE ST. IMPROVEMENTS	.00
62	ALLOCATION TO PLAYGROUND EQUIPMENT PROJECT	.00
70	ALLOCATION TO HOME OWNER ASSIST PRGM	128,100.00
71	ALLOCATION TO SILVER PEAK/IMACA	.00
72	ALLOCATION TO VALLEY APTS/13 CDBG 8972	18,121.48

CITY OF BISHOP
COMBINED CASH
JUNE 30, 2024

TOTAL ALLOCATIONS TO OTHER FUNDS	20,340,613.59
ALLOCATION FROM COMBINED CASH FUND - 999-000-10100	(20,340,613.59)
ZERO PROOF IF ALLOCATIONS BALANCE	.00

INVESTMENT PORTFOLIO FOR THE CITY OF BISHOP

MONTH OF JUNE 2024

Statement Period	Account Type	Balance	Average Monthly Yield
June 2024	LAIF	$9,653,331.13	4.480%
June 2024	California CLASS	$9,005,316.74	5.401%
Total		**$18,658,647.87**	**4.925%**

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

July 17, 2024

LAIF Home
PMIA Average Monthly Yields

CITY OF BISHOP

CITY ADMINISTRATOR
P.O. BOX 1236
BISHOP, CA 93514

Tran Type Definitions

Account Number: 98-14-086

June 2024 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
6/14/2024	6/13/2024	RW	1754121	1714554	ETHAN AUKEE	-600,000.00
6/27/2024	6/26/2024	RW	1754510	1714947	ETHAN AUKEE	-9,000,000.00

Account Summary

Total Deposit:	0.00	Beginning Balance:	19,253,331.13
Total Withdrawal:	-9,600,000.00	Ending Balance:	9,653,331.13

PMIA/LAIF Performance Report as of 7/10/24

Quarterly Performance Quarter Ended 03/31/24

LAIF Apportionment Rate[2]:	4.30
LAIF Earnings Ratio[2]:	0.00011755619077389
LAIF Administrative Cost[1]*:	0.27
LAIF Fair Value Factor[1]:	0.994191267
PMIA Daily[1]:	4.22
PMIA Quarter to Date[1]:	4.12
PMIA Average Life[1]:	226

PMIA Average Monthly Effective Yields[1]

June	**4.480**
May	4.332
April	4.272
March	4.232
February	4.122
January	4.012

Pooled Money Investment Account Monthly Portfolio Composition [1] 5/31/24 $162.3 billion

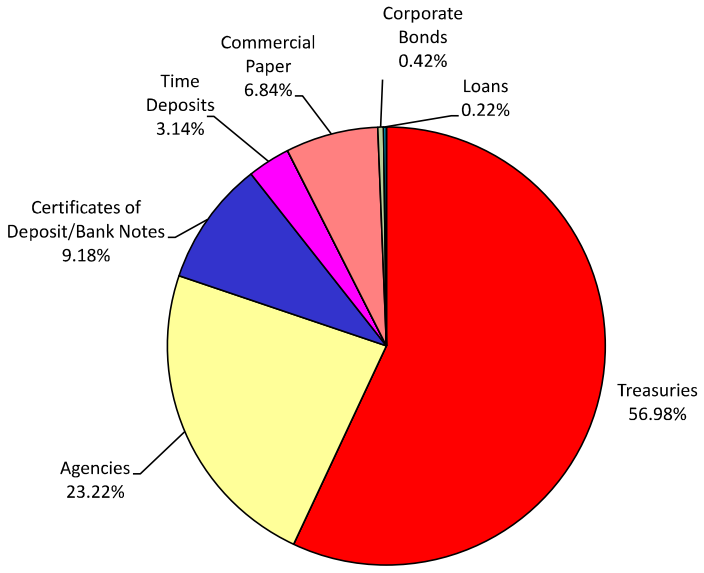


Chart does not include $1,943,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

Daily rates are now available here. **View PMIA Daily Rates**

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

**The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The l aw provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13 -week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subseque nt fiscal year.*

Source:
[1] State of California, Office of the Treasurer
[2] State of Calfiornia, Office of the Controller

CALIFORNIA STATE TREASURER
FIONA MA, CPA

PMIA Daily Effective Yield

Date	Daily	Quarter to Date	Average Maturity
07/10/24	4.50	4.50	216
07/09/24	4.50	4.50	217
07/08/24	4.50	4.49	217
07/07/24	4.50	4.49	221
07/06/24	4.50	4.49	221
07/05/24	4.50	4.49	221
07/04/24	4.49	4.49	223
07/03/24	4.49	4.49	223
07/02/24	4.49	4.49	225
07/01/24	4.49	4.49	224
06/30/24	4.52	4.36	217
06/29/24	4.52	4.36	219
06/28/24	4.52	4.36	219
06/27/24	4.53	4.36	218
06/26/24	4.56	4.36	210
06/25/24	4.56	4.35	210
06/24/24	4.55	4.35	211
06/23/24	4.55	4.35	214
06/22/24	4.55	4.34	214
06/21/24	4.55	4.34	214
06/20/24	4.54	4.34	215
06/19/24	4.53	4.34	216
06/18/24	4.53	4.33	217
06/17/24	4.51	4.33	219
06/16/24	4.45	4.33	220
06/15/24	4.45	4.33	221
06/14/24	4.45	4.32	220
06/13/24	4.43	4.32	224
06/12/24	4.44	4.32	222
06/11/24	4.43	4.32	224
06/10/24	4.42	4.32	225
06/09/24	4.43	4.32	227
06/08/24	4.43	4.32	227
06/07/24	4.43	4.31	227
06/06/24	4.42	4.31	229
06/05/24	4.41	4.31	230

*Daily yield does not reflect capital gains or losses

Updated: 7/10/20



CALIFORNIA STATE TREASURER
FIONA MA, CPA



PMIA Daily Effective Yield

Date	Daily	Quarter to Date	Average Maturity
06/04/24	4.40	4.31	232
06/03/24	4.40	4.31	232
06/02/24	4.41	4.31	233
06/01/24	4.41	4.30	233

*Daily yield does not reflect capital gains or losses

Updated: 7/10/20

California CLASS

Summary Statement

June 30, 2024

Investor ID: CA-01-0180

0000165-0000638 PDFT 665067

City of Bishop
377 W Line Street
Bishop, CA 93514

California CLASS

California CLASS

Average Monthly Yield: 5.4006%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
CA-01-0180-0001	City of Bishop	0.00	9,000,000.00	0.00	5,316.74	5,316.74	1,200,531.67	9,005,316.74
TOTAL		**0.00**	**9,000,000.00**	**0.00**	**5,316.74**	**5,316.74**	**1,200,531.67**	**9,005,316.74**

Account Number: CA-01-0180-0001

City of Bishop

Account Summary

Average Monthly Yield: 5.4006%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
California CLASS	0.00	9,000,000.00	0.00	5,316.74	5,316.74	1,200,531.67	9,005,316.74

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
06/27/2024	Contribution	9,000,000.00			5067
06/30/2024	Income Dividend Reinvestment	5,316.74			
06/30/2024	Ending Balance			9,005,316.74	

California CLASS

	California CLASS	
Date	Dividend Rate	Daily Yield
06/01/2024	0.000000000	5.4134%
06/02/2024	0.000000000	5.4134%
06/03/2024	0.000147531	5.4015%
06/04/2024	0.000147819	5.4102%
06/05/2024	0.000147539	5.3999%
06/06/2024	0.000146752	5.3711%
06/07/2024	0.000442356	5.3967%
06/08/2024	0.000000000	5.3967%
06/09/2024	0.000000000	5.3967%
06/10/2024	0.000147190	5.3872%
06/11/2024	0.000147127	5.3849%
06/12/2024	0.000147566	5.4009%
06/13/2024	0.000147390	5.3945%
06/14/2024	0.000442596	5.3997%
06/15/2024	0.000000000	5.3997%
06/16/2024	0.000000000	5.3997%
06/17/2024	0.000147621	5.4029%
06/18/2024	0.000295734	5.4119%
06/19/2024	0.000000000	5.4119%
06/20/2024	0.000147778	5.4087%
06/21/2024	0.000442560	5.3992%
06/22/2024	0.000000000	5.3992%
06/23/2024	0.000000000	5.3992%
06/24/2024	0.000147428	5.3959%
06/25/2024	0.000147407	5.3951%
06/26/2024	0.000147691	5.4055%
06/27/2024	0.000147214	5.3880%
06/28/2024	0.000443535	5.4111%
06/29/2024	0.000000000	5.4111%
06/30/2024	0.000000000	5.4111%

Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**

TO: **City Council/City Administrator**
FROM: **Finance Director**
DATE: **July 17, 2024**
SUBJECT: **Approval of Warrant Registers for the Month of June 2024**

Commercial Warrants		
Check #6777, 6810, 10985-11076, 11078-11089, 11091-11191		$920,802.16
Manual Checks & Payroll Warrants		$9,490,322.96
	TOTAL:	$10,411,125.12

Journal	Payee or Description	Date	Check Number	Amount
CD	Milici B of A Credit Card payment June 2024	06/17/2024	1	1,510.65
CD	Gamino B of A Credit Card payemnt June 2024	06/17/2024	2	326.24
CD	Grisham B of A Credit Card June 2024	06/17/2024	3	3,896.32
CD	Picken B of A Credit Card June 2024	06/17/2024	4	3,885.94
CD	Derr B of A Credit Card payment June 2024	06/28/2024	5	12,229.07
CD	Dishion B of A Credit Card payment June 2024	06/28/2024	6	802.40
CD	McElroy B of A Credit Card payment June 2024	06/30/2024	7	945.17
CD	CALPERS RETIREMENT EPMC & ADJ - 4/29/2024 TO 5/12/2024	06/30/2024	8	1,139.48
CD	CALPERS RETIREMENT EPMC & ADJ - 5/13/2024 TO 5/26/2024	06/30/2024	9	817.27
CD	CALPERS1959 Survivor Billing - 23/24 FY Safety-Fire/PEPRA	06/30/2024	10	109.20
CD	Paymentech Fee	06/30/2024	11	516.56
CD	Paymentech Fee	06/30/2024	12	519.60
CD	Xpress Bill Pay Fee	06/30/2024	13	479.27
CD	Poole B of A Credit Card payment June 2024	06/30/2024	14	3,543.12
CD	Motel 6 April TOT & BTID Chargeback	06/30/2024	15	12,723.27
CD	Bamboo HR June 2024	06/30/2024	16	1,444.88
CD	Enterprise June Invoice	06/30/2024	17	8,054.22
CD	Transfer from Operating Account to California CLASS	06/30/2024	18	9,000,000.00
CDA	JIM REYNOLDS	06/24/2024	6777	164.50-
CDP	REYNOLDS, JIM	06/28/2024	6810	442.73-
CDA	Alison Feinberg	06/06/2024	10985	69.00
CDA	Altrusa International Foundation	06/06/2024	10986	2,000.00
CDA	Best Best & Krieger	06/06/2024	10987	1,059.30
CDA	Bishop Area Bike Organization	06/06/2024	10988	2,144.49
CDA	BISHOP AUTOMOTIVE CENTER	06/06/2024	10989	624.48
CDA	BRITT'S DIESEL & AUTOMOTIVE	06/06/2024	10990	2,355.47
CDA	BSK Associates	06/06/2024	10991	248.05
CDA	CA RURAL WATER ASSOC.	06/06/2024	10992	945.00
CDA	CARMICHAEL BUSINESS TECH.	06/06/2024	10993	2,069.37
CDA	Crystal Martinez	06/06/2024	10994	75.00
CDA	DEPT OF WATER AND POWER	06/06/2024	10995	46.90
CDA	DEPT OF WATER AND POWER	06/06/2024	10996	2,047.55
CDA	FRONTIER	06/06/2024	10997	421.78
CDA	GALLS, LLC	06/06/2024	10998	10.82
CDA	HIGH COUNTRY LUMBER	06/06/2024	10999	2,432.27
CDA	INYO COUNTY ENVIRONMENTAL	06/06/2024	11000	118.00
CDA	INYO COUNTY INFORMATION SERVICES	06/06/2024	11001	366.45
CDA	INYO COUNTY RECYCLING & WASTE MANAGEMENT	06/06/2024	11002	627.25
CDA	Inyo Register	06/06/2024	11003	48.95
CDA	LUMOS AND ASSOCIATES, INC.	06/06/2024	11004	567.00
CDA	MANOR TRUE VALUE HARDWARE	06/06/2024	11005	31.02
CDA	PILOT THOMAS LOGISTICS	06/06/2024	11006	1,852.31
CDA	QUILL CORP	06/06/2024	11007	169.61
CDA	RACHEL KULCHIN	06/06/2024	11008	750.00
CDA	Rojas Communications Group	06/06/2024	11009	4,000.00
CDA	SOUTHERN CALIFORNIA EDISON	06/06/2024	11010	575.92
CDA	Steve White	06/06/2024	11011	70.30
CDA	STEVE'S AUTO & TRUCK PART	06/06/2024	11012	215.05
CDA	THE FED-UP STORE	06/06/2024	11013	427.23
CDA	UNDERGROUND SERVICE ALERT	06/06/2024	11014	24.00
CDA	VERIZON BUSINESS	06/06/2024	11015	66.75
CDA	VERIZON WIRELESS	06/06/2024	11016	114.03
CDA	Willdan Engineering	06/06/2024	11017	4,656.25
CDP	BOLING, WARREN J	06/14/2024	11018	87.27
CDP	ELLIS, JAMES V.	06/14/2024	11019	234.43
CDP	JACKSON, AVIS L.	06/14/2024	11020	36.94
CDP	SANTANA, FRANCISCO	06/14/2024	11021	965.71
CDP	GRISHAM, AMANDA R	06/14/2024	11022	1,727.42

Journal	Payee or Description	Date	Check Number	Amount
CDP	NAVALES, RYAN	06/14/2024	11023	338.36
CDP	LOWDEN, ISAIAH	06/14/2024	11024	371.55
CDP	FITT, ASHLEY	06/14/2024	11025	317.42
CDP	WATTERSON, RUTH M.	06/14/2024	11026	110.82
CDP	JACKSON, THOMAS E.	06/14/2024	11027	645.93
CDP	POOL, PRESTON	06/14/2024	11028	122.82
CDP	MADERA, JOCELYN	06/14/2024	11029	403.57
CDP	CARR, PRESLEY	06/14/2024	11030	74.81
CDP	GRAVES, KANO	06/14/2024	11031	416.36
CDP	COKELEY, BRYCE	06/14/2024	11032	203.63
CDP	TURMAN, MYLEE	06/14/2024	11033	102.05
CDP	ENNIS, JERRY	06/14/2024	11034	965.06
CDP	ENNIS, KAREN	06/14/2024	11035	871.05
CDP	RUSSELL, BRET	06/14/2024	11036	3,643.99
CDP	MONDRAGON, DONOVAN	06/14/2024	11037	125.60
CDP	GIDNEY, MARLEY	06/14/2024	11038	94.20
CDP	RAGER, ARIANA	06/14/2024	11039	121.67
CDP	Wilson, Joshua	06/14/2024	11040	160.92
CDP	FITT, CALEB	06/14/2024	11041	255.81
CDP	SINFORIANO, XITLALY	06/14/2024	11042	125.60
CDP	MULLNER, LOLA	06/14/2024	11043	224.41
CDP	OSLAND, SCOUT	06/14/2024	11044	228.21
CDP	HAVERSTOCK, CLARE	06/14/2024	11045	223.72
CDP	VETTER, CLAIRE	06/14/2024	11046	157.68
CDP	LOWDEN, GINGER	06/14/2024	11047	248.76
CDP	Orr, Teagan	06/14/2024	11048	70.65
CDP	DONDERO, JESIAH	06/14/2024	11049	157.92
CDP	DOUDA, ELLIOT	06/14/2024	11050	228.11
CDA	ALEX PRINTING	06/13/2024	11051	510.58
CDA	ARBA	06/13/2024	11052	575.75
CDA	BISHOP PAIUTE TRIBAL	06/13/2024	11053	24.00
CDA	Bishop Waste Disposal	06/13/2024	11054	2,211.51
CDA	BROWN'S SUPPLY	06/13/2024	11055	21.27
CDA	CA JPIA	06/13/2024	11056	562,637.00
CDA	CANON FINANCIAL SERVICES	06/13/2024	11057	1,476.63
CDA	CARMICHAEL BUSINESS TECH.	06/13/2024	11058	132.00
CDA	CASELLE, INC.	06/13/2024	11059	2,050.00
CDA	DATAPILOT, Inc	06/13/2024	11060	7,052.88
CDA	DEPT OF WATER AND POWER	06/13/2024	11061	1,772.16
CDA	EASTERN SIERRA ARTISTS DBA C5 CAC	06/13/2024	11062	2,738.14
CDA	EASTERN SIERRA ENGINEERING, PC	06/13/2024	11063	37,657.50
CDA	EDDY'S AUTO UPHOLSTERY	06/13/2024	11064	181.57
CDA	FRONTIER	06/13/2024	11065	57.40
CDA	GRAINGER	06/13/2024	11066	616.76
CDA	HANSON BRIDGETT LLP	06/13/2024	11067	2,100.00
CDA	HUNT PROPANE, INC.	06/13/2024	11068	800.70
CDA	INYO COUNTY INFORMATION SERVICES	06/13/2024	11069	3,696.31
CDA	Inyo Register	06/13/2024	11070	48.95
CDA	KARLA JIMENEZ	06/13/2024	11071	742.48
CDA	L.N Curtis & Sons	06/13/2024	11072	118.54
CDA	M. PINO & ASSOCIATES, INC.	06/13/2024	11073	1,800.00
CDA	MANOR TRUE VALUE HARDWARE	06/13/2024	11074	62.06
CDA	Maverick Data Systems	06/13/2024	11075	500.00
CDA	MISSION LINEN & UNIFORM	06/13/2024	11076	430.83
CDA	PILOT THOMAS LOGISTICS	06/13/2024	11078	3,408.78
CDA	PINTAIL IMAGING	06/13/2024	11079	14.30
CDA	PREFERRED SEPTIC	06/13/2024	11080	5,459.66
CDA	PROFORCE MARKETING, INC	06/13/2024	11081	3,987.34

Journal	Payee or Description	Date	Check Number	Amount
CDA	Void Check	06/13/2024	11082	2,679.59
CDA	STATE WATER RESOURCES	06/13/2024	11083	55.00
CDA	Trentman Corp dba Interstate Sales	06/13/2024	11084	6,103.23
CDA	QUILL CORP	06/13/2024	11085	1,032.18
CDPT	AMERICAN FIDELITY	06/20/2024	11086	80.76
CDPT	BPOA	06/20/2024	11087	660.00
CDPT	CALIFORNIA STATE DISBURSEMENT UNIT	06/20/2024	11088	369.23
CDPT	US BANK TRUST WESTERN REGION	06/20/2024	11089	1,517.82
CDA	AT&T Mobility LLC	06/20/2024	11091	876.76
CDA	ATKINSON, ANDELSON, LOYA, RUUD AND ROMO	06/20/2024	11092	194.25
CDA	BISHOP VOLUNTEER FIRE	06/20/2024	11093	366.00
CDA	CALIFORNIA BROADBAND	06/20/2024	11094	870.93
CDA	CARMICHAEL BUSINESS TECH.	06/20/2024	11095	171.00
CDA	CASCADE FIRE EQUIPMENT CO	06/20/2024	11096	484.55
CDA	CHALFANT BIG TREES FARM	06/20/2024	11097	2,654.43
CDA	Cole Huber LLP	06/20/2024	11098	644.00
CDA	DEPT OF JUSTICE	06/20/2024	11099	585.00
CDA	FRONTIER	06/20/2024	11100	86.46
CDA	GRANITE CONSTRUCTION COMPANY INC.	06/20/2024	11101	639.17
CDA	Jones Mayer	06/20/2024	11102	27,951.61
CDA	MISSION LINEN & UNIFORM	06/20/2024	11103	59.44
CDA	MR. K. AUTOMOTIVE SERVICE INC.	06/20/2024	11104	183.35
CDA	PERRY MOTORS, INC.	06/20/2024	11105	591.67
CDA	QUILL CORP	06/20/2024	11106	14.12
CDA	RAMON'S AUTO DETAIL	06/20/2024	11107	350.00
CDA	RIGHT WAY POOL & SPA	06/20/2024	11108	474.16
CDA	SOUTHERN CALIFORNIA EDISON	06/20/2024	11109	125.08
CDA	STATE WATER RESOURCES	06/20/2024	11110	55.00
CDA	TRIAD-HOLMES ASSOCIATES	06/20/2024	11111	5,895.00
CDA	US Foods, Inc.	06/20/2024	11112	5,657.17
CDA	VERIZON BUSINESS	06/20/2024	11113	62.63
CDA	VERIZON WIRELESS	06/20/2024	11114	212.45
CDA	WESTERN NEVADA SUPPLY CO.	06/20/2024	11115	2,406.41
CDA	Wood Rodgers Inc	06/20/2024	11116	13,758.75
CDP	REYNOLDS, JIM	06/28/2024	11117	442.73
CDA	JIM REYNOLDS	06/24/2024	11118	164.50
CDP	ELLIS, JAMES V.	06/28/2024	11119	234.43
CDP	SANTANA, FRANCISCO	06/28/2024	11120	1,263.57
CDP	GRISHAM, AMANDA R	06/28/2024	11121	1,727.42
CDP	NAVALES, RYAN	06/28/2024	11122	338.36
CDP	FITT, ASHLEY	06/28/2024	11123	772.68
CDP	WATTERSON, RUTH M.	06/28/2024	11124	83.11
CDP	JACKSON, THOMAS E.	06/28/2024	11125	645.93
CDP	POOL, PRESTON	06/28/2024	11126	726.13
CDP	MADERA, JOCELYN	06/28/2024	11127	350.93
CDP	CARR, PRESLEY	06/28/2024	11128	886.05
CDP	GRAVES, KANO	06/28/2024	11129	316.79
CDP	COKELEY, BRYCE	06/28/2024	11130	860.29
CDP	TURMAN, MYLEE	06/28/2024	11131	502.64
CDP	ENNIS, JERRY	06/28/2024	11132	929.97
CDP	ENNIS, KAREN	06/28/2024	11133	796.00
CDP	DERR, LEVI	06/28/2024	11134	741.79
CDP	KILGORE, JEFF	06/28/2024	11135	249.58
CDP	RUSSELL, BRET	06/28/2024	11136	3,643.99
CDP	MONDRAGON, DONOVAN	06/28/2024	11137	481.48
CDP	GIDNEY, MARLEY	06/28/2024	11138	200.17
CDP	RAGER, ARIANA	06/28/2024	11139	382.74
CDP	Wilson, Joshua	06/28/2024	11140	594.33

Journal	Payee or Description	Date	Check Number	Amount
CDP	FITT, CALEB	06/28/2024	11141	625.96
CDP	SINFORIANO, XITLALY	06/28/2024	11142	576.69
CDP	MULLNER, LOLA	06/28/2024	11143	883.21
CDP	OSLAND, SCOUT	06/28/2024	11144	933.92
CDP	HAVERSTOCK, CLARE	06/28/2024	11145	675.53
CDP	VETTER, CLAIRE	06/28/2024	11146	872.87
CDP	Orr, Teagan	06/28/2024	11147	502.64
CDP	LOWDEN, MIKE	06/28/2024	11148	253.32
CDP	DONDERO, JESIAH	06/28/2024	11149	985.78
CDP	DOUDA, ELLIOT	06/28/2024	11150	639.43
CDPT	AMERICAN FIDELITY	06/28/2024	11151	80.76
CDPT	AMERICAN FIDELITY	06/28/2024	11152	2,132.24
CDPT	BPOA	06/28/2024	11153	660.00
CDPT	CALIFORNIA STATE DISBURSEMENT UNIT	06/28/2024	11154	369.23
CDPT	COBEA	06/28/2024	11155	55.50
CDPT	MSA-DENTAL POOL	06/28/2024	11156	5,816.15
CDPT	TEXAS LIFE INSURANCE COMPANY	06/28/2024	11157	361.05
CDPT	THE HARTFORD	06/28/2024	11158	1,810.65
CDPT	U.S Bank PARS Account #: 6746050100	06/28/2024	11159	56,200.78
CDPT	US BANK TRUST WESTERN REGION	06/28/2024	11160	14,542.76
CDPT	VISION SERVICE PLAN	06/28/2024	11161	552.60
CDA	AP Triton, LLC	06/28/2024	11162	5,850.10
CDA	Bishop Area Bike Organization	06/28/2024	11163	1,823.09
CDA	CALIFORNIA BROADBAND	06/28/2024	11164	344.95
CDA	CARMICHAEL BUSINESS TECH.	06/28/2024	11165	3,518.06
CDA	CivicPlus, LLC	06/28/2024	11166	1,551.00
CDA	DEPT OF WATER AND POWER	06/28/2024	11167	3,765.11
CDA	DISABILITY ACCESS CONSULTANTS	06/28/2024	11168	2,000.00
CDA	Eastside Student Center	06/28/2024	11169	8,000.00
CDA	EMPLOYMENT DEVELOPMENT	06/28/2024	11170	1,763.07
CDA	FRONTIER	06/28/2024	11171	703.59
CDA	GRAINGER	06/28/2024	11172	325.27
CDA	HANSON BRIDGETT LLP	06/28/2024	11173	705.00
CDA	INYO COUNTY ENVIRONMENTAL	06/28/2024	11174	37.00
CDA	INYO COUNTY INFORMATION SERVICES	06/28/2024	11175	63.73
CDA	KAREN KONG	06/28/2024	11176	56.41
CDA	KAREN SCHWARTZ	06/28/2024	11177	56.41
CDA	L.N Curtis & Sons	06/28/2024	11178	726.65
CDA	LC ACTION POLICE SUPPLY	06/28/2024	11179	2,304.45
CDA	MARY VALENTI, Ph.D.	06/28/2024	11180	500.00
CDA	NORTHERN INYO HEALTHCARE DISTRICT	06/28/2024	11181	120.75
CDA	PARS PHASE II SYSTEMS	06/28/2024	11182	1,507.29
CDA	PLAYHOUSE 395	06/28/2024	11183	5,000.00
CDA	RIGHT WAY POOL & SPA	06/28/2024	11184	1,935.84
CDA	SOUTHERN CALIFORNIA EDISON	06/28/2024	11185	2,165.95
CDA	STATE WATER RESOURCES	06/28/2024	11186	60.00
CDA	THE FED-UP STORE	06/28/2024	11187	120.78
CDA	Valley Health Team, Inc	06/28/2024	11188	871.00
CDA	VERIZON WIRELESS	06/28/2024	11189	292.44
CDA	WESTERN NEVADA SUPPLY CO.	06/28/2024	11190	20.42
CDA	Willdan Engineering	06/28/2024	11191	2,310.00
CDP	DIRECT DEPOSIT TOTAL	06/03/2024	92201	4,149.94
CDP	DIRECT DEPOSIT TOTAL	06/14/2024	92202	105,802.73
CDP	DIRECT DEPOSIT TOTAL	06/28/2024	92203	117,433.36
CDPT	EMPLOYMENT DEV. DEPT.	06/17/2024	61424200	5,692.00
CDPT	GREAT-WEST LIFE & ANNUITY	06/17/2024	61424201	2,689.54
CDPT	IRS	06/17/2024	61424202	18,491.49
CDPT	PERS	06/17/2024	61424203	31,343.39

Journal	Payee or Description	Date	Check Number	Amount
CDPT	PERS DEFERRED COMP	06/17/2024	61424204	1,868.75
CDPT	CALPERS MEDICAL	06/28/2024	62824200	88,341.19
CDPT	EMPLOYMENT DEV. DEPT.	06/28/2024	62824201	5,637.00
CDPT	GREAT-WEST LIFE & ANNUITY	06/28/2024	62824202	2,689.54
CDPT	IRS	06/28/2024	62824203	20,489.91
CDPT	PERS	06/28/2024	62824204	30,882.71
CDPT	PERS DEFERRED COMP	06/28/2024	62824205	1,868.75
Grand Totals:				10,411,125.12

Agenda Item: 14.E
Date of Meeting: July 22, 2024
Department: Finance

STAFF REPORT

To: City Council

From: Ethan Aukee

Subject: **C.O.P.S. Fund Budget Adjustment**

Prepared On: July 5, 2024

Background/History:
The Police Department was pursuing the purchase of a drone with use of C.O.P.S. Fund approved spending at the end of FY 2023-2024. Due to unexpected delays, City staff were not able to complete the purchase of the drone and the approved expense was not incurred during the fiscal year. City staff is now prepared to execute the purchase of the drone, however, the spending is not approved within the FY 2024-2025 budget.

Analysis/Discussion:
At the end of FY 2023-2024, account 033-033-56029 (C.O.P.S Capital Equipment Replacement) had $21,376.61 in unspent approved spending. In FY 2024-2025, there is no approved spending within account 033-033-56029. In order to allow for the Police Department purchase of a drone, City staff is requesting an increase in account 033-033-56029 in the amount of $12,000.

Economic Impacts:
No significant economic impacts.

Budget Impacts:
$12,000 increase in expense account 033-033-56029, Capital Equipment Replacement.

The are no financial concerns related to spending an additional $12,000 within Fund 033 during FY 2024-2025. The projected fund balance at the end of FY 2024-2025 remains within City staff's target range and within legally required limits.

Legal Review:
City Attorney Pucci has reviewed this item and finds that the recommended action complies with the law.

Recommended Action:
City Council to review and approve the proposed budget adjustment.

Approved By: Ethan Aukee 7/5/2024
Approved By: Robin Picken 7/8/2024
Approved By: Deston Dishion 7/8/2024
Approved By:

Agenda Item: 14.F
Date of Meeting: July 22, 2024
Department: Finance

STAFF REPORT

To: City Council

From: Ethan Aukee

Subject: **PERS UAL Budget Adjustment**

Prepared On: July 9, 2024

Background/History:
Each year, the City is required to budget for its annual unfunded liability payment to CalPERS without having a clear understanding of the amount to be invoiced by CalPERS. The amount charged by CalPERS to the City is determined by an actuary, and the actuary's valuation report is made available once the invoice is submitted to the City. The invoice is submitted to the City in July, and the City completes its budget in May/June.

Analysis/Discussion:
When budgeting for this FY 24-25 expense, the City applied an 8% premium to the FY 23-24 actual. Based on historical records, it could be assumed that a potential increase wouldn't exceed 8% from the prior year. This assumption was incorrect. The invoice amount charged for FY 24-25 was determined by using an actuarial report from 2022, and the market performance during 2022 was detrimental to industry-wide pension fund performance. Based on our understanding of how the markets performed in 2023-2024, we should expect a decreased expense in FY 25-26 (assuming a new valuation report is issued by the actuary for CalPERS).

A total of $914,935 was budgeted for PERS UAL in FY 24-25. The total invoiced to the City for PERS UAL in FY 24-25 is $1,188,320.

Economic Impacts:
No significant economic impacts.

Budget Impacts:
City staff is requesting council approval to increase the below expense accounts by the amounts listed to allow for payment of the annual PERS UAL expense. A portion of the expense is incurred by the RFPD Fund 005. Approval to adjust the RFPD expense account will be requested of the RFPD Board of Commissioners.

001-011-51029 $41,354.59
001-012-51029 $60.36

001-016-51029 $247.41
001-020-51029 $162,911.98
001-021-51029 $1,307.56
001-023-51029 $1,281.56
001-031-51029 $2,666.22
001-034-51029 $248.30
002-051-51029 $33,576.15
003-030-51029 $557.86
004-050-51029 $26,002.70
012-095-51029 $1,862.74

Legal Review:
City Attorney Pucci has reviewed this item and finds that the recommended action complies with the law.

Recommended Action:
City Council to review and approve the proposed budget adjustment.

Approved By: Ethan Aukee 7/9/2024
Approved By: Robin Picken 7/9/2024
Approved By: Deston Dishion 7/9/2024
Approved By:

Agenda Item: 14.G
Date of Meeting: July 22, 2024
Department: Fire

STAFF REPORT

To:	City Council
From:	Bret Russell
Subject:	**2024 Destruction Derby Agreement with the Tri-County Fairgrounds**
Prepared On:	July 18, 2024
Attachments:	BFD Destruction Derby Agreement 2024

Background/History:
Each year the volunteer firefighters host a destruction derby at the Tri-County Fair. This year it will be held on September 1, 2024. The City and Fire Department enter into an agreement with the State of California to put on the derby.

Analysis/Discussion:
The agreement is reviewed by California Joint Powers Insurance Authority (CJPIA) and we follow recommendations about safety and risk management for the City.

Economic Impacts:
The Destruction Derby has a significant positive impact on the community's economy. The Tri-County Fair is a major event each year and the Destruction Derby is one of its star attractions. Many visitors will book hotel rooms for more than one day and will spend time at our local restaurants and businesses during their stay. Funds raised by the Derby benefit both the Tri-County Fairgrounds and the Bishop Firefighters Association.

Budget Impacts:
There are no budget impacts.

Legal Review:
City Attorney Pucci has reviewed this item and finds that the recommended action complies with the law.

Recommended Action:
Council consideration to approve the proposed contract for the 2024 Destruction Derby with the Tri-County Fairgrounds and to authorize Fire Chief Russell to execute the contract as presented.

Approved By: Bret Russell 7/18/2024
Approved By: Ethan Aukee 7/18/2024

Approved By: Deston Dishion 7/19/2024
Approved By:

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
SA-24-34	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
18th District Agricultural Association - Eastern Sierra Tri County Fairgrounds

CONTRACTOR NAME
Bishop Fire Department

2. The term of this Agreement is:

START DATE
Sunday, 9/1/24

THROUGH END DATE
Monday, 9/2/24

3. The maximum amount of this Agreement is:
70% ticket sales less fair admission will be paid to the Bishop Volunteer Firefighters Association

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A ✓	Scope of Work	1
Exhibit B ✓	Special Terms and Conditions	1
Exhibit C * ✓	General Terms and Conditions	4
Exhibit D ✓	Insurance Requirements and Additional Insured Language Required	5

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Bishop Fire Department

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
209 West Line Street	Bishop	CA	93514

PRINTED NAME OF PERSON SIGNING	TITLE

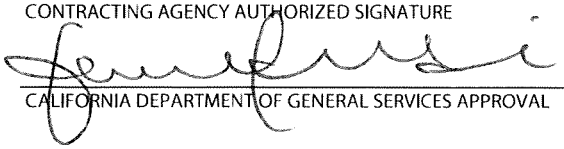
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
18th District Agricultural Association - Eastern Sierra County Fairgrounds

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
475 Sierra Street	Bishop	CA	93514

PRINTED NAME OF PERSON SIGNING	TITLE
Jen McGuire	CEO

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
	6/14/24

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)

EXHIBIT A - SCOPE OF WORK

Attached and Incorporated to Standard Agreement # SA-24-34

18th DAA / Eastern Sierra Tri-County Fair and Bishop Fire Department

Date and Time: Sunday, September 1, 2024 – 7:00 PM

Bishop Fire Department SHALL RECEIVE:

70% ticket sales less fair admission will be paid to the Bishop Volunteer Firefighters Association

Concessions: Eastern Sierra Tri-County Fairgrounds will retain all concessions and retains the right to solicit sponsorship for the event.

Wristbands: Wristbands handed out by the Fire Department must be reported to the Fairgrounds Ticket Supervisor to adjust for ticket sales. Wristbands will allow family members and guests into the Derby but they will need to buy a Fair admission to get through the front gate.

Event: The Bishop Fire Department will produce a Destruction Derby event which includes the following:

1. Track area staging
2. Sunday morning inspection @ west end of the track
3. Pit area-west side of arena
4. West arena for events

Clean Up: The Bishop Fire Department will clean-up the arena and return it to the condition prior to the Destruction Derby. Special equipment must be used to remove all metal and trash from arena and pit area following event.

Personnel: The Bishop Fire Department must provide all emergency equipment needed for the event and a portion of the security. Fire Department must also provide personnel to act as ushers to assist patrons with reserved seats. Fire Department must also make arrangements for stand-by ambulance service to be present during all derby events.

Insurance: The Bishop Fire Department shall provide a COI with minimum General Liability Limits at $5M. See Exhibit C for exact language required.

Signed:

Jen McGuire, CEO
18th DAA/Eastern Sierra Tri-County Fairgrounds

6-14-24
Date

Authorized Representative
Bishop Fire Department
City of Bishop

Print Name & Title Date

EXHIBIT B

SPECIAL TERMS AND CONDITIONS
Attached and Incorporated to Standard Agreement # SA-24-34
18th DAA/ Eastern Sierra Tri-County Fair and The Bishop Fire Department

In addition to the general terms and conditions, both parties agree with the following statement:

The State Of California, The 18th District Agricultural Association/ Eastern Sierra Tri-County Fairgrounds agrees to indemnify, defend and save harmless The Bishop Fire Department, City of Bishop, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the State Of California, The 18th District Agricultural Association/ Eastern Sierra Tri-County Fairgrounds in the performance of this agreement.

Signed:

Jen McGuire, CEO
18th DAA/Eastern Sierra Tri-County Fairgrounds

Date: 6/14/24

Authorized Representative
Bishop Fire Department
City of Bishop

Print Name & Title

Date:

GTC 307

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

EXHIBIT C

8. INDEPENDENT CONTRACTOR*:* Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

EXHIBIT C

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
a. The Government Code Chapter on Antitrust claims contains the following definitions:
1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

EXHIBIT C

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

List as the Additional Insured Exact Wording on Certificates:

"That the State of California, the California Fair Services Authority, the 18th District Agricultural Association, Tri-County Fair, Inyo County, City of Los Angeles Dept of Water and Power, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

INSURANCE REQUIREMENTS

(revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding,

Bareback, Saddle Bronc, or Mutton Busting; **$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of $100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be

sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
   - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
   - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

Agenda Item: 14.H
Date of Meeting: July 22, 2024
Department: Public Works

STAFF REPORT

To:	City Council
From:	Nora Gamino
Subject:	**Pond 1 Sludge Removal Purchase Order**
Prepared On:	July 16, 2024
Attachments:	Bishop Sludge Report Bishop Sludge Removal Proposal 2024- Pond #1

Background/History:
In 2023, the ponds at the wastewater treatment plant were evaluated for sludge buildup. Sludge is a byproduct of wastewater treatment and over time it builds up in the ponds. The sludge takes up space in the ponds reducing their capacity and must be removed, either mechanically or biochemically. Mechanical removal has major and costly impacts to the wastewater operation as each pond would need to be dredged, the removed materials allowed to dry, and then hauled to an approved hazardous material landfill. Biochemical treatment of sludge has been proven to reduce sludge in operating ponds and is estimated to cost one-tenth of the cost of mechanical removal. While it does not completely remove all sludge, or other unwanted material, it serves as a cost-effective way to manage pond capacity and extend the time between mechanical sludge removal efforts.

Analysis/Discussion:
The water depth and sludge thickness were measured throughout ponds 1, 2, 3, and 4. All four ponds need some level of sludge removal. Pond 1 is the primary pond and is an aerated partial mix lagoon with baffle curtains while ponds 2, 3, and 4 are polishing ponds. Because Pond 1 is the only pond with aeration, and it is critical to the treatment process, it has been identified as the highest priority to receive sludge removal treatments.

Environmental Techniques is the only company that will provide these types of biochemical treatments in our area. They also preform similar work for the Eastern Sierra Community Services District. The cost for treatment of Pond 1, which they estimate will remove approximately 54% of the sludge through accelerated biological activity, is $27,775 ($18,675 for materials and $9,100 for labor). Because they are the only provider of these treatments and bio stimulant products in our area, this will be a sole source purchase.

Economic Impacts:
None.

Budget Impacts:
This item is included in the 2024-2025 Fiscal Year Budget within the Sewer Fund, expense account 002-051-52015, Professional Services.

Legal Review:
None

Recommended Action:
Council consideration to approve the City Administrator to sign the purchase order for sludge removal by Environmental Techniques in Pond #1 in the amount of $27,775.

Approved By: Ethan Aukee 7/17/2024
Approved By: Deston Dishion 7/182024
Approved By:
Approved By:

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October 23, 2023

Gary Milici
Public Works Dept.
City of Bishop, CA
760-873-8459
gmilici@cityofbishop.com

Re: Sludge Inventory Report City of Bishop WWTP

Mr. Milici,

ETI personnel recently completed sludge judge operations at the City of Bishop WWTP as outlined in our proposal dated August 1, 2023 which included measurement of the sludge blanket in each of the first four cells and collection of sludge samples for lab analysis of total solids in each cell. Individual sludge blanket thickness measurements were collected in a grid pattern and were used to establish the average water depth and sludge blanket thickness at each point. This data was then used to calculate the average sludge blanket thickness as well as the amount of sludge expressed in cubic feet and total gallons in each cell. The sludge samples were analyzed for total solids (TS) percentage as well as the volatile solids (VS) percentage of the TS number. This data was used to determine the total sludge mass in each cell expressed in dry tons.

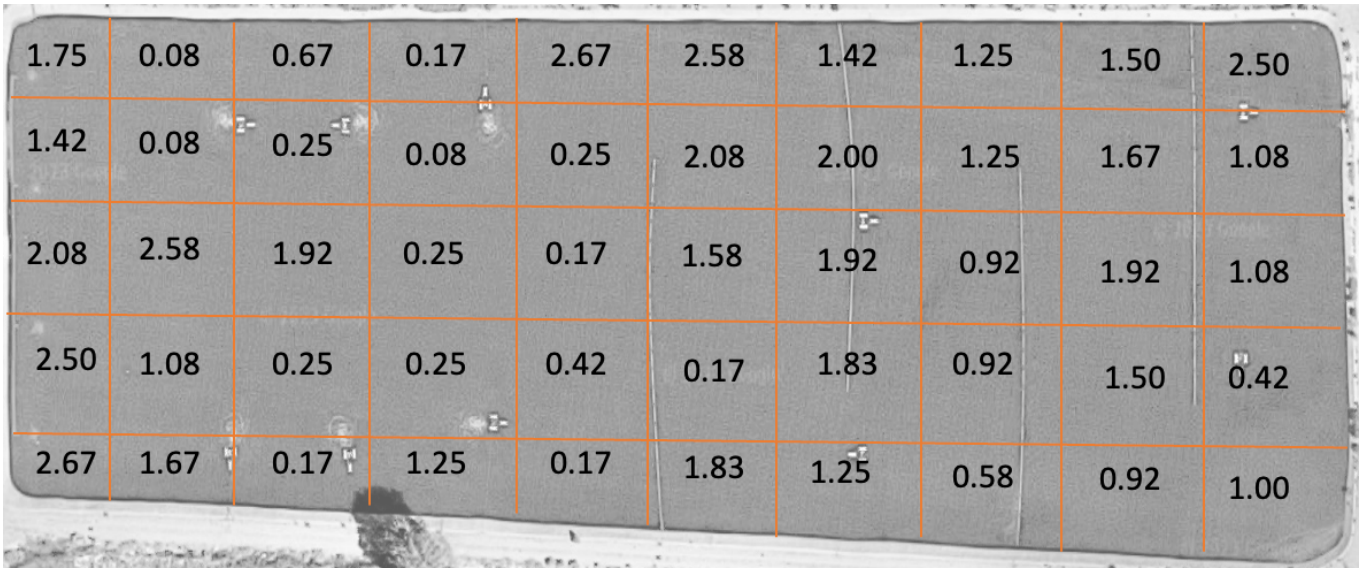
CITY OF BISHOP WWTP: CELL #1

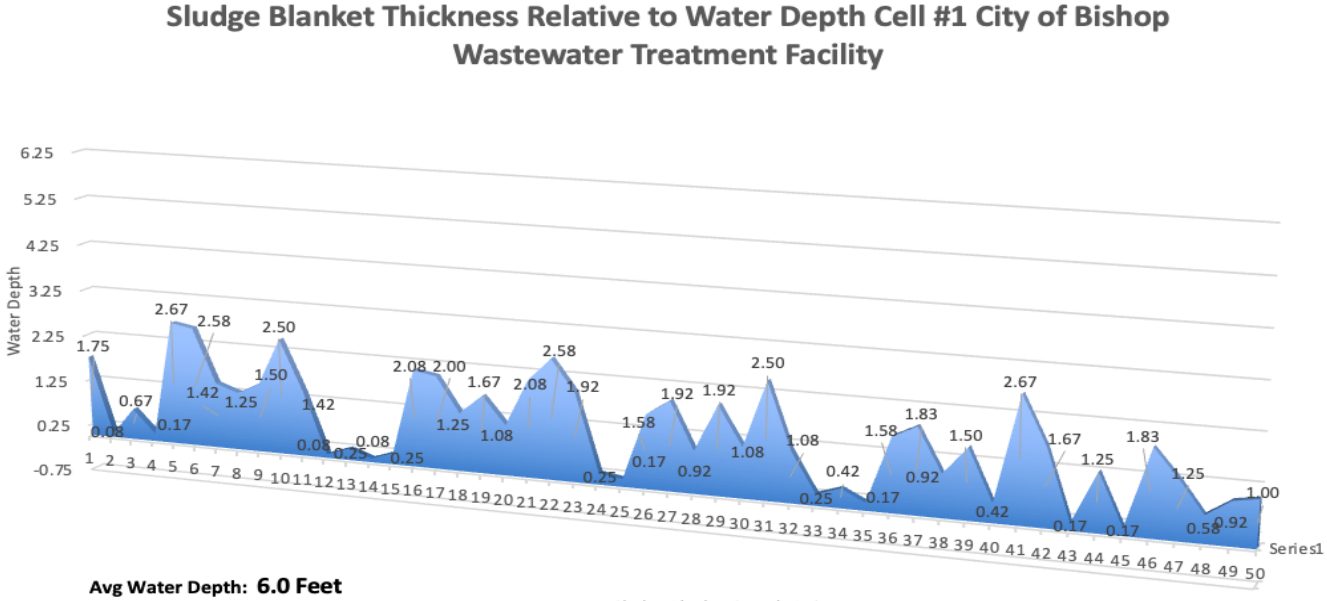
We collected 50 sludge thickness measurements, evenly spaced throughout Cell #1. The data shows the sludge blanket thickness is unevenly dispersed throughout the cell. Accumulations are not centered in any one location and there is a great deal of gas being generated in the areas where the sludge is thickest, an indicator of biological consumption of organic solids. Cell #1 contains **224 dry tons** of sludge with an average total solid percentage of 2.6%, 54% of which is volatile, can be oxidized and reduced via biological consumption.

Actual Sludge Blanket Thickness (ft)	Actual Water Depth (ft)	Remaining Water Cap (ft) Depth	Volume Occupied by Sludge	Sludge Volume (Cu ft)	Sludge Volume (Gal)
1.29’	6’	4.71’	22%	275,798 ft^3	2,062,966 gal

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Sludge Thickness Locations Cell #1





Avg Water Depth: **6.0 Feet**
Avg Sludge Blanket Thickness: **1.29 Feet**
Water Cap Available to Treat Load: **4.71 Feet**
Volume of Sludge: **2,062,966 Gallons**
Dry Tons of Sludge: **224**
Treatment Capacity Occupied by Sludge: **22%**

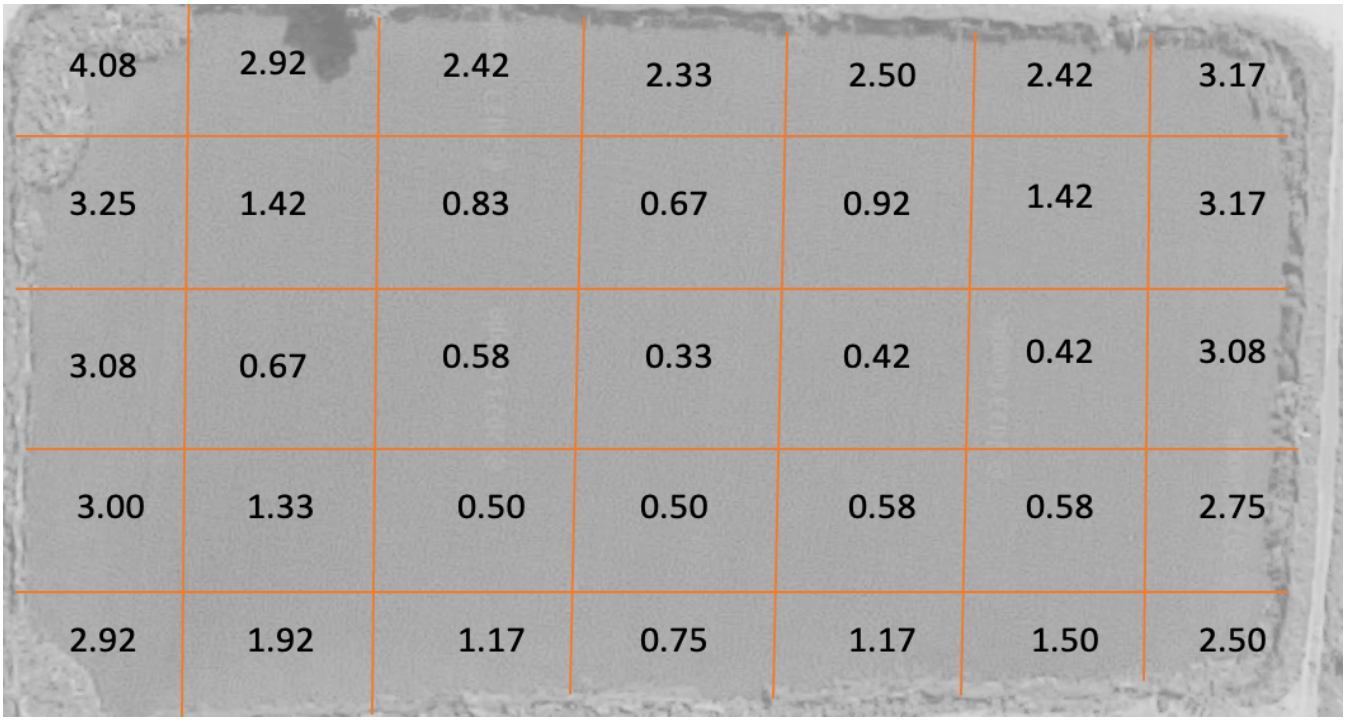
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CITY OF BISHOP WWTP: CELL #2

We collected 35 sludge thickness measurements, evenly spaced throughout Cell #2. The data showed the thickest sludge accumulations concentrated exclusively around the outside edges of the lagoon. The sludge blanket is **3-4'** thick in some locations. There is a lot of vegetation and organic material growing in this lagoon. An abundance of gas was released as we probed the blanket around the outside of the lagoon. Cell #2 contains **290 dry tons** of sludge with an average total solid percentage of 3%, 59% of which is volatile, can be oxidized and reduced via biological consumption.

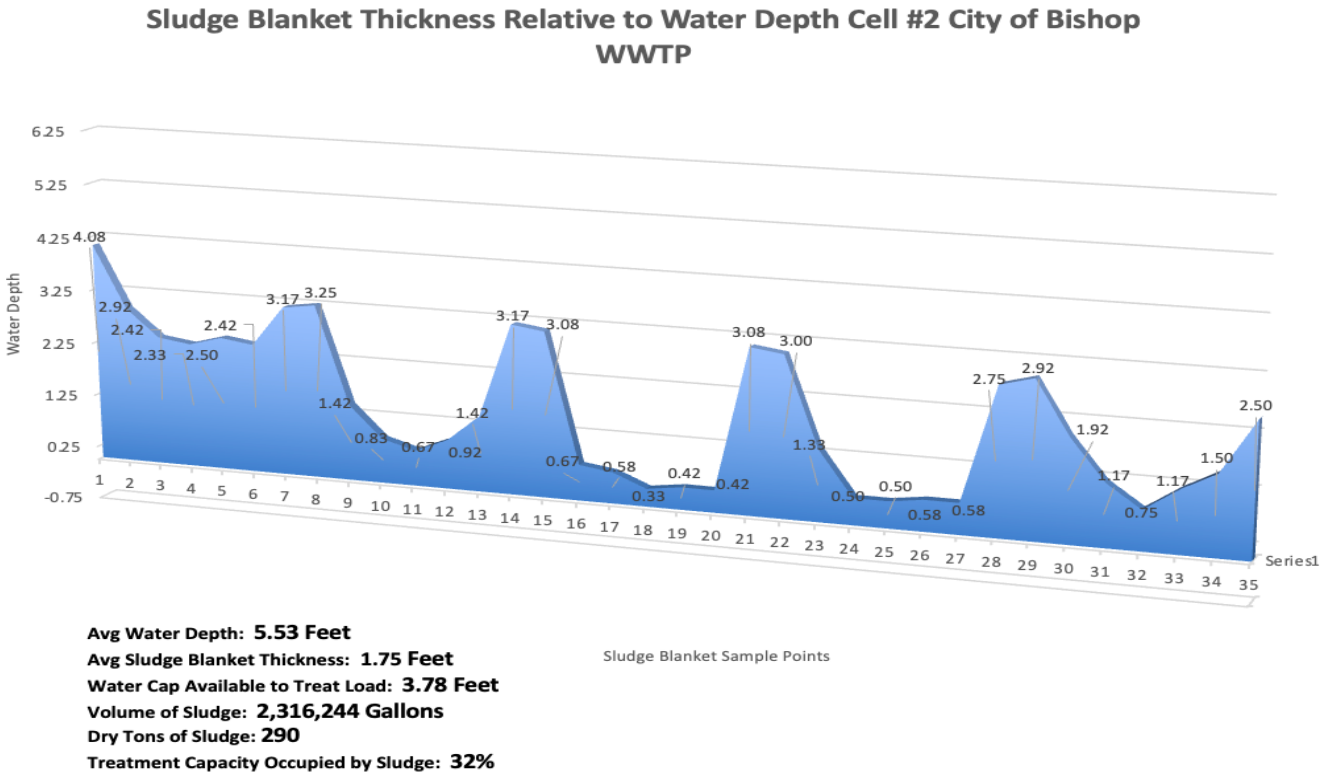
Actual Sludge Blanket Thickness (ft)	Actual Water Depth (ft)	Remaining Water Cap (ft) Depth	Volume Occupied by Sludge	Sludge Volume (Cu ft)	Sludge Volume (Gal)
1.75'	5.53'	3.78'	32%	309,658 ft^3	2,316,244 gal

Sludge Thickness Locations Cell #2



4.08	2.92	2.42	2.33	2.50	2.42	3.17
3.25	1.42	0.83	0.67	0.92	1.42	3.17
3.08	0.67	0.58	0.33	0.42	0.42	3.08
3.00	1.33	0.50	0.50	0.58	0.58	2.75
2.92	1.92	1.17	0.75	1.17	1.50	2.50

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Avg Water Depth: 5.53 Feet
Avg Sludge Blanket Thickness: 1.75 Feet
Water Cap Available to Treat Load: 3.78 Feet
Volume of Sludge: 2,316,244 Gallons
Dry Tons of Sludge: 290
Treatment Capacity Occupied by Sludge: 32%

CITY OF BISHOP WWTP: CELL #3

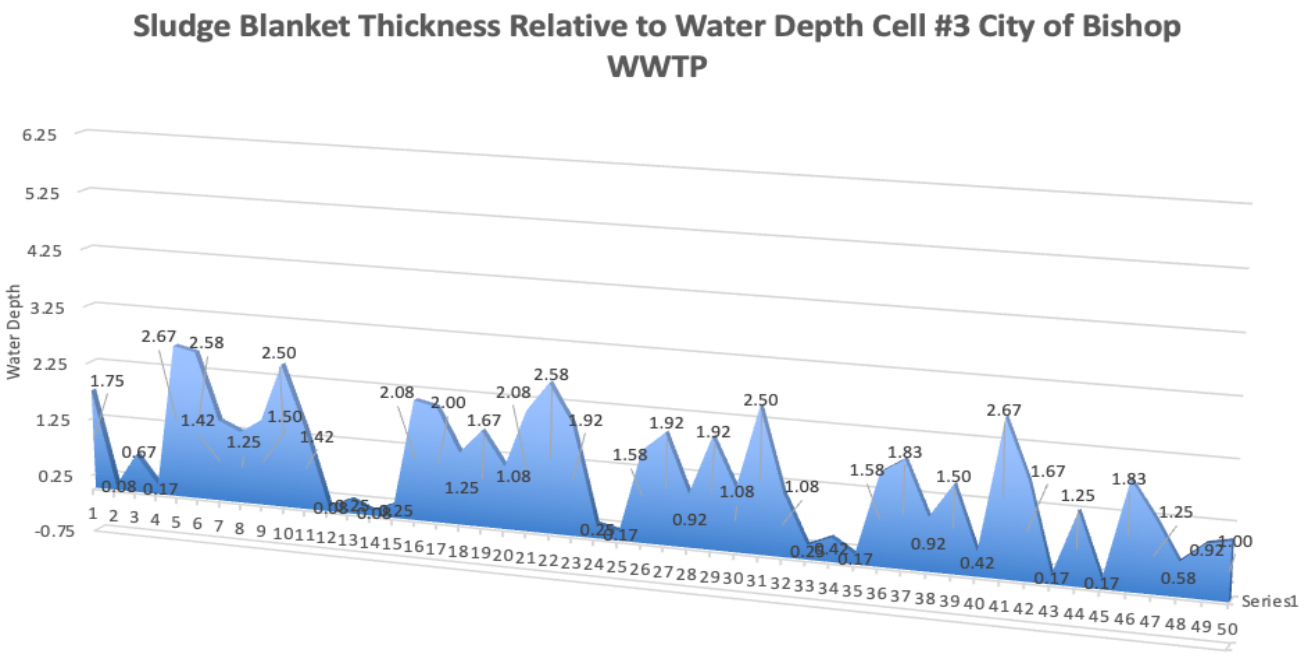
50 sludge thickness measurements were collected, evenly spaced throughout Cell #3. While the data show the sludge is **3" thick** in a small area in the northwest quadrant of Cell #3, the sludge blanket thickness is uniform throughout the balance of the cell and averages **1.79'** thick. The heaviest accumulation is in the western third of the cell. As with the other cells, the sludge judging process released a great deal of gas, indicative of active biological consumption of organic material. There is also a lot of vegetation and organic matter around the outside edges growing into the lagoon. Cell #3 contains **206 dry tons** of sludge with an average total solid percentage of 2.4%, 57.5% of which is volatile, can be oxidized and reduced via biological consumption.

Actual Sludge Blanket Thickness (ft)	Actual Water Depth (ft)	Remaining Water Cap (ft) Depth	Volume Occupied by Sludge	Sludge Volume (Cu ft)	Sludge Volume (Gal)
1.29'	6.00'	4.71'	21.5%	275,458 ft^3	2,060,429 gal

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Sludge Thickness Locations Cell #3

1.75	0.08	0.67	0.17	1.75	1.75	1.75	1.75	1.75	1.75
1.42	0.08	0.25	0.08	1.75	1.75	1.75	1.75	1.75	1.75
2.08	2.58	1.92	0.25	1.75	1.75	1.75	1.75	1.75	1.75
2.50	1.08	0.25	0.42	1.75	1.75	1.75	1.75	1.75	1.75
2.67	1.67	0.17	1.25	1.75	1.75	1.75	1.75	1.75	1.75



Avg Water Depth: 6.00 Feet
Avg Sludge Blanket Thickness: 1.29 Feet
Water Cap Available to Treat Load: 4.71 Feet
Volume of Sludge: 2,060,429 Gallons
Dry Tons of Sludge: 206
Treatment Capacity Occupied by Sludge: 21.5%

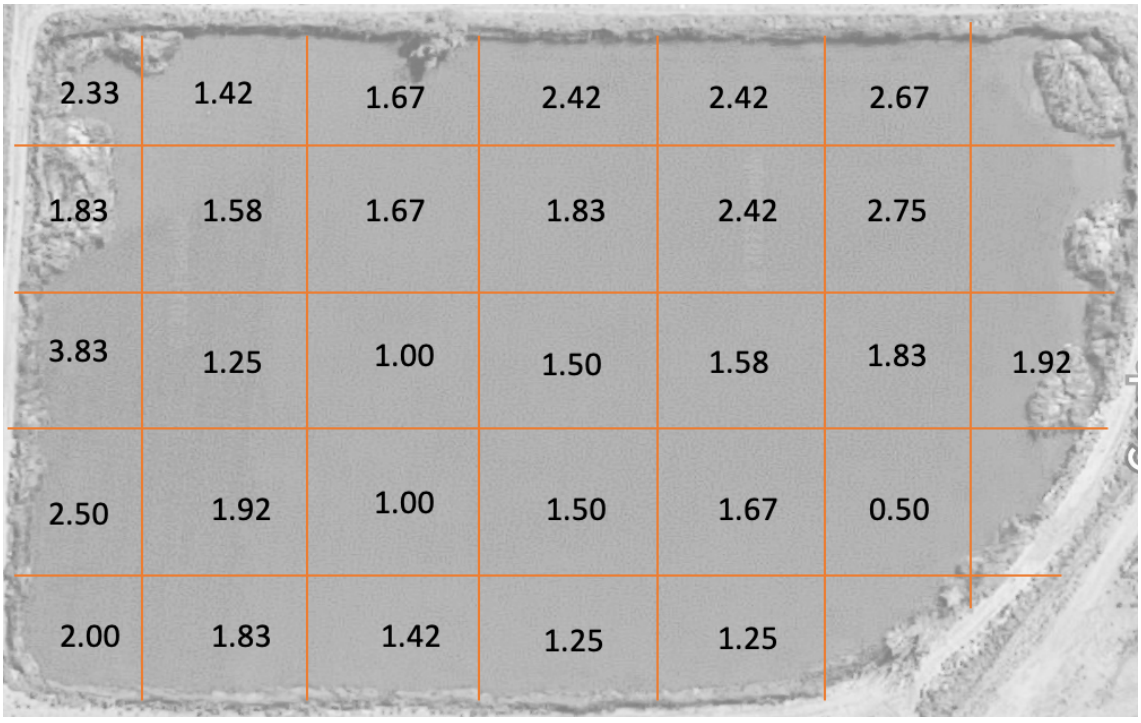
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CITY OF BISHOP WWTP: CELL #4

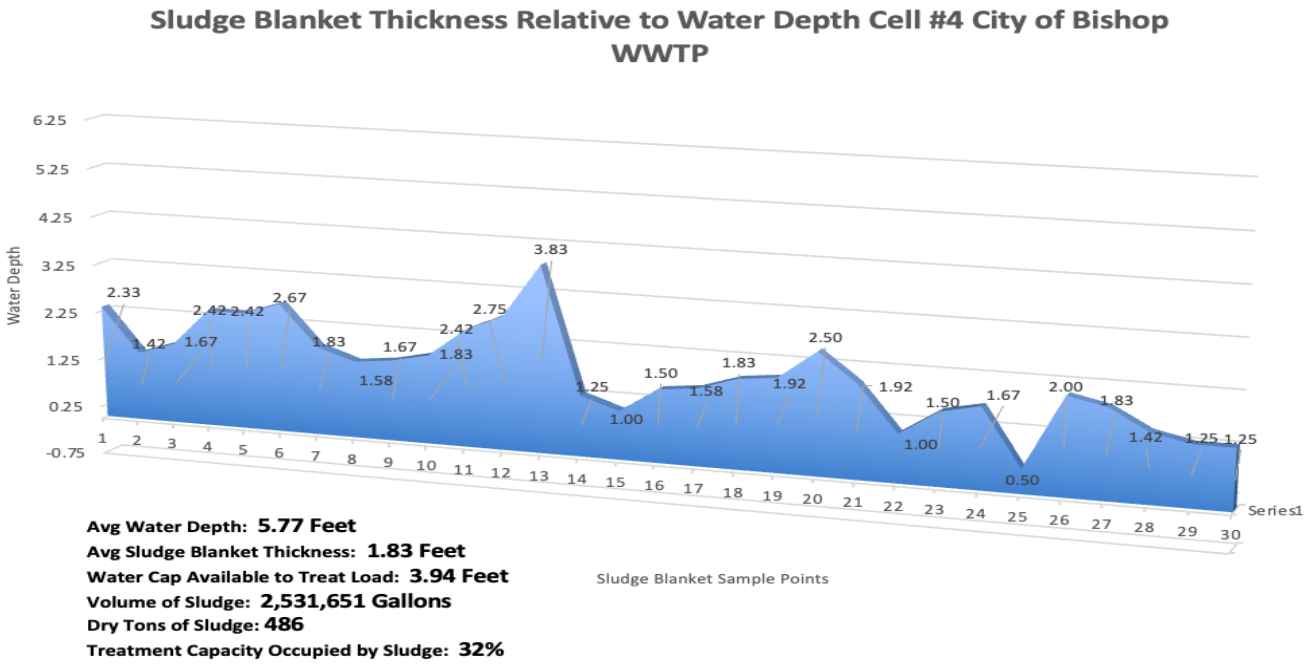
We collected 35 sludge thickness measurements, evenly spaced throughout Cell #4. The sludge blanket in Cell #4 is fairly uniform with concentrations around the outside edges of the lagoon. There is a lot of vegetation growing in and around this lagoon with islands of vegetation making measurement of the sludge blanket impossible on some points. There is a great deal of organic matter in this lagoon, especially around the bull rushes. We observed the greatest amount of gas released from the sludge blanket in this cell. Cell #1 contains **224 dry tons** of sludge with an average total solid percentage of 2.125%, 58% of which is volatile, or, removable via biological consumption.

Actual Sludge Blanket Thickness (ft)	Actual Water Depth (ft)	Remaining Water Cap (ft) Depth	Volume Occupied by Sludge	Sludge Volume (Cu ft)	Sludge Volume (Gal)
1.83’	5.77’	3.94’	35%	363,116 ft^3	2,716,105 gal

Sludge Thickness Locations Cell #4



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Avg Water Depth: 5.77 Feet
Avg Sludge Blanket Thickness: 1.83 Feet
Water Cap Available to Treat Load: 3.94 Feet
Volume of Sludge: 2,531,651 Gallons
Dry Tons of Sludge: 486
Treatment Capacity Occupied by Sludge: 32%

SUMMARY GRAPH- ALL CELLS

Item	Units	Cell #1 3:1 Slope	Cell #2 3:1 Slope	Cell #3 3:1 Slope	Cell #4 3:1 Slope
Bottom Length	feet	880	565	890	530
Bottom Width	feet	238	305	235	365
Side Slopes	1 to	3	3	3	3
Average Sludge Depth	feet	1.29	1.75	1.29	1.83
As-Built Bottom Elevation	feet	0.00	0.00	0.00	0.00
As-Built Top-of-Bank Elevation	feet	10.00	8.00	10.00	10.00
Bottom Area	sq ft	209,440	172,325	209,150	193,450
Top of Sludge Length	feet	887.74	575.5	897.74	540.98
Top of Sludge Width	feet	245.74	315.5	242.74	375.98
Top of Sludge Area	sq ft	218,153	181,570	217,917	203,398
Sludge Volume	cu ft	275,798	309,658	275,458	363,116
Sludge Volume	gallons	**2,062,966**	**2,316,244**	**2,060,429**	**2,716,105**
Mass	dry tons	223.67	289.76	206.21	240.68
Average Percent Solids	%	2.6	3	2.4	2.125

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TOTAL SOLIDS RESULTS

Cell ID	Avg total solid %	Avg volatile solid %	Dry tons
Cell #1	**2.6**	**54%**	**223.67**
Cell #2	**3**	**59%**	**289.76**
Cell #3	**2.4**	**57.5%**	**206.21**
Cell #4	**2.125**	**58%**	**2.125**

CONCLUSION

The total volume of sludge in the City of Bishop WWTP is **9,155,745 gallons,** or **960.41 total dry tons** spread throughout the system. We did not encounter a great deal of trash or other non-volatile materials during our survey indicating good removal of trash at the head works.

To maintain a properly functioning lagoon system sludge removal is recommended when the sludge blanket approaches 18" thick. The sludge blankets in **Cell # 2 (21" thick)** and **Cell #4 (21.9")** are both above this threshold and should be de-sludged. Sludge currently occupies 32% of the potential treatment capacity in Cells 2 & 4. The sludge blankets in **Cell # 1 (15.48")** and **Cell #3 (15.48")** both contain areas of localized sludge thicker than 18" which could be targeted and effectively removed with our technique instead of treating the entire lagoon.

We are happy to provide sludge removal proposals specific to each lagoon including periodic mixing of the sludge blankets and application of our bio-stimulant products, **CBX ProOxidizer.** Utilizing this technique, we reduced the sludge blanket thickness at the Eastern Sierra CSD WWTP last year by **10" (25% reduction)**, removing **52 dry tons** of the pre-existing sludge mass.

Thank you for the opportunity to participate in this project. Please let me know if you have questions or need additional information from me?

Thanks again,

Jason Bentz
President
Environmental Techniques/ CBX Products
c: 602-550-5723
e: jason@cbxproducts.com

Environmental Techniques International
1-877-ASK-4-CBX www.cbxproducts.com

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May 9, 2024

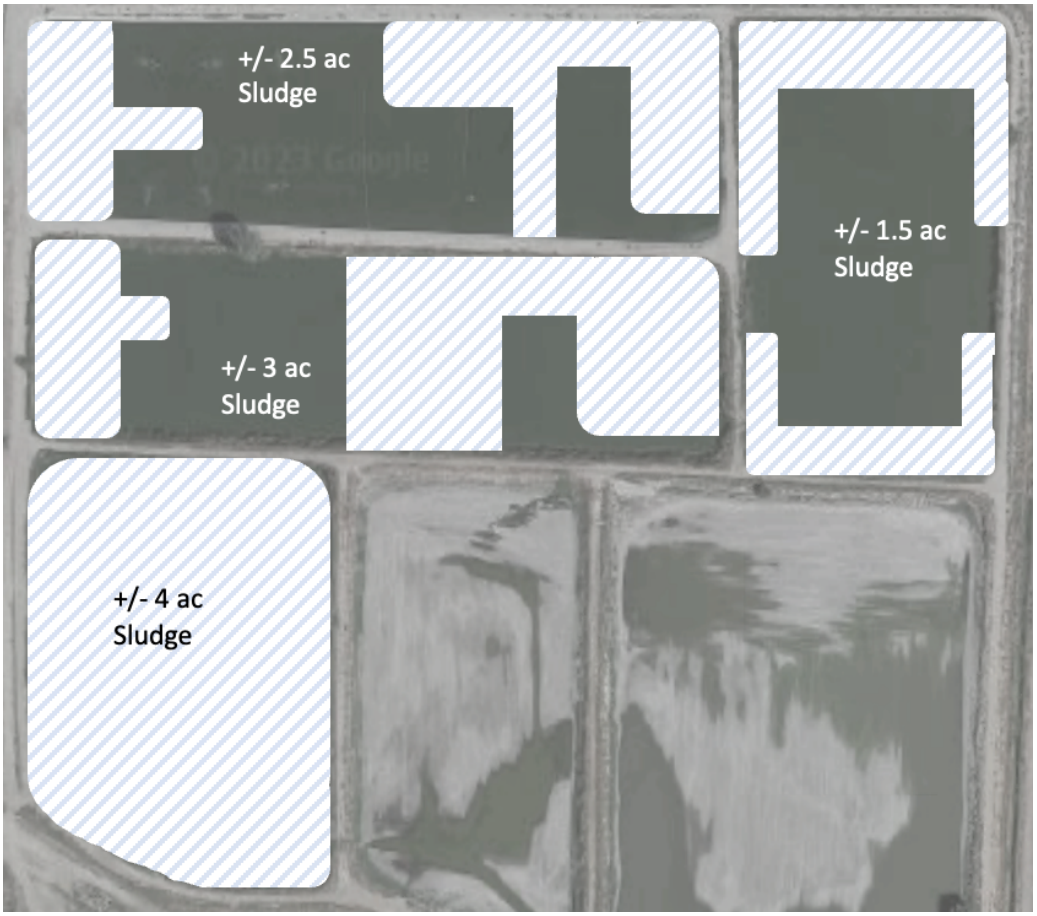
Nora Gamino
Director of Public Works
City of Bishop, CA
760-873-8459
ngamino@cityofbishop.ca.gov

Re: Sludge Removal Proposal City of Bishop WWTP- Cell #1

Ms. Gamino,

I am pleased to provide our proposal for sludge reduction at the City of Bishop WWTP Pond #1. The proposal is based on successful treatment protocols used in numerous other systems and upon information found in our Sludge Judge Report dated October 23, 2023.

Each cell in the City of Bishop WWTP contains different levels of sludge accumulation. Our unique application technology allows us to exclusively target areas in each pond containing sludge, without wasting resources on portions of the pond containing little or no sludge.



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The shaded areas in the image above are the locations where the sludge blanket is over 15" thick in each pond as well as the rough estimate of the total acreage occupied by thick sludge in each. Beginning with Cell #1 we will treat the sludge in these areas by periodically applying our bio stimulant products **CBX ProOxidizer** and **CBX Sniper** into the designated parts of the sludge blanket while mixing the mass throughout the pond, resulting in sludge reduction.

City of Bishop WWTP: CELL #1

The primary treatment cell is over 5 surface acres in size. Sludge is isolated in the western and eastern quadrants of the cell and occupies roughly 2.5 acres of the lagoon total area. Sludge is primarily composed of dead bacteria and algae cells along with un-oxidized organic material that holds and releases nutrients into the water column increasing Ammonia, Nitrates, Phosphates, and organic acids affecting Total Nitrogen and Ammonia levels and impacting treatment efficacy. Based on lab results from last October, **54.25% of the sludge in this cell can be removed via accelerated biological activity.**

OVERVIEW TREATMENT- Cell #1

Sludge mass will be reduced through applications of our bio-stimulant products, **CBX ProOxidizer** and **CBX Sniper,** combined with mixing of the upper layers of the sludge blanket, achieving mass reduction over time.

Bi-monthly applications of 37.5 gal. CBX ProOxidizer by boat utilizing specialized equipment designed to mix the sludge blanket during application of the bio-stimulants. This process increases biological reactions within the sludge blanket while simultaneously stripping the gas byproducts of bio-oxidation from the mass. These applications will also help increase the overall treatment capacity of the pond by moving water to sections of the pond currently bypassed due to short circuiting.

In late Fall, **CBX Sniper** will be surface-applied over the sludge blanket extending bio-oxidation through the Winter.

PROJECT SUMMARY- CELL #1

CBX ProOxidizer…. 37.5 Gal @ $65/ gallon… cost per application… $2,437.50
6 total applications….. $14,625*
*FOB Phoenix, AZ

CBX Sniper…. $450/ Bucket… cost per application (9 buckets)… $4,050*
*FOB Phoenix, AZ

Site Visit…. $1,300/ Visit…. 7 visits……. $9,100

Project Total Cell #1: $27,775**
**All prices FOB Phoenix. Includes follow up sludge judge but not lab fees, or applicable taxes as required

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TREATMENT SUMMARY

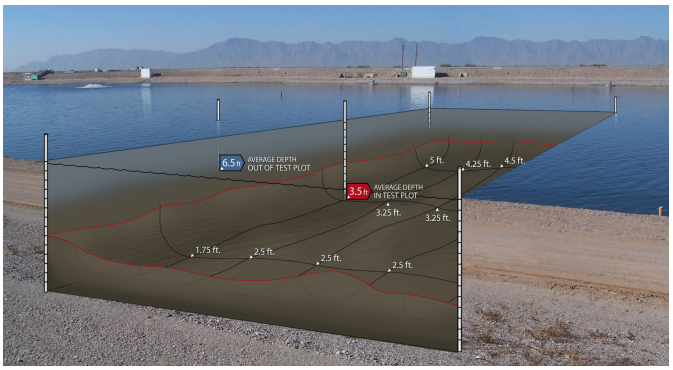
Bi-Monthly Applications: ETI personnel will enter the pond and apply **CBX ProOxidizer** *(product details below)* utilizing specialized application equipment. This process accelerates endogenous respiration within the biomass, resulting in sludge mass transfer via biological activity. The application equipment simultaneously mixes the sludge blanket and applies **CBX ProOxidizer** directly into the agitated mass. This process strips gas from the biomass increasing biological efficiency and accelerating mass reduction.

Late Fall: CBX Sniper *(product details below)* will be applied over the surface of the lagoon. **CBX Sniper** integrates with the sludge mass and extends the viability of **CBX ProOxidizer** treatments into cold weather months as natural biological activity slows. As the micro-climate at the bottom of the lagoon warms in Spring, **CBX Sniper** "jump-starts" biological activity, accelerating bio-oxidation into the active season.

PRODUCT DETAILS

CBX ProOxidizer is a unique biochemical that affects cell wall permiability and cellular metabolism for faster rates of biooxidation and endogenous respiration. Accelerated rates of endogenous respiration leads to increased sludge mass and volume reduction.

CBX Sniper is the only non-evasive "targeted dredging" product in the industry. This revolutionary technique gives wastewater operators the ability to isolate problem areas and remove sludge in increments that fit within budgetary constraints while increasing lagoon efficiency. In the pictured case study, a 1-acre section of lagoon was targeted, and sludge was reduced by 50% in 6 months (results will vary depending on lagoon efficiency, temperatures, and sludge make-up), illustrating that this technique is not only highly effective but works quickly. This technique allows the costs of dredging to be spread over time without hindering operations.



There are no additional dumping fees, permits, land disposal, or hauling costs using **CBX** products. Sludge is oxidized (converted from solid to gas) onsite while the lagoon remains online.

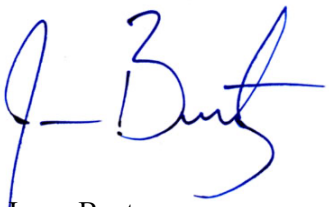
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CONCLUSION

A follow up sludge judge will be conducted at the conclusion of all treatments. Reports of our findings will be produced to measuring and compare sludge levels to those previously recorded. With this information we will be able to track the amount of sludge removed by our treatments. The cost of this sludge judge is included in this proposal. Applicable sales tax is not included.

Please let me know if you have any questions, concerns, or need additional information from me? We appreciate your consideration and the opportunity to serve the City of Bishop.

Thanks again,



Jason Bentz
President
Environmental Techniques/ CBX Products
c: 602-550-5723
e: jason@cbxproducts.com

Environmental Techniques International
1-877-ASK-4-CBX www.cbxproducts.com

CITY OF BISHOP

377 West Line Street - Bishop, California 93514
Post Office Box 1236 - Bishop, California 93515
760-873-8458 publicworks@cityofbishop.com
www.cityofbishop.com

Small Town with a Big Backyard!

Department of Public Works
Building Permits Issued
6/2024

Building Permit Fees Collected $8,541.14

Date	Owner/Location/Contractor	Short Description	Value	SMIP	Rev Fund
Commercial					
6/3/2024	A&A Hospitality 649 North Main Street Dean's Plumbing and Heating, I	Floor Drain / Mop Sink	$1,200.00	$0.50	$1.00
6/1/2024	DG Smith Enterprises, Inc. 926 North Main Street McDivitt Signs	Sign	$10,150.00	$2.84	$1.00
		Commercial Totals	**$11,350.00**	**$3.34**	**$2.00**
Residential					
6/21/2024	George Schreiner 132 & 134 Moffett Drive	Exterior Residing	$12,000.00	$1.56	$1.00
6/11/2024	Aaron Schat 563 North Third Street, & 563	Reroof	$12,000.00	$1.30	$1.00
6/6/2024	Scott Eagan 724 Keough Street Roberts Roofing	Reroof	$10,000.00	$1.30	$1.00
6/6/2024	Jeff Karl 675 Grove Street A & R Construction	Reroof	$24,500.00	$1.30	$1.00
6/3/2024	Barrie Potter & Marguerite Leo 537 Howard Street David Whiting	Electrical Service Upgrade	$4,000.00	$0.72	$1.00
6/3/2024	Denise Yavas 307 Hanby Avenue Andrew Craig Larkspur Lands	Entry Way Steps / Landing	$15,000.00	$1.95	$1.00

Date	Owner/Location/Contractor	Short Description	Value	SMIP	Rev Fund
6/1/2024	Aristheo Lizarraga 157 East South Street Aris Electric LLC	Home Improvements	$12,000.00	$1.56	$1.00
6/1/2024	Casey Stroud 193 South Third Street	ADU	$150,000.00	$19.50	$6.00
6/21/2024	Christopher Ecklund & Debora 408 North Fowler Street Allen Lancaster	Home Improvements	$75,000.00	$9.75	$3.00
		Residential Totals	**$314,500.00**	**$38.94**	**$16.00**

Building Permit Fees
Collected $8,541.14

GREAT BASIN UNIFIED
AIR POLLUTION CONTROL DISTRICT

Air Toxics Hot Spots Program Annual Report for 2023

Great Basin Unified Air Pollution Control District
157 Short Street, Bishop, California 93514-3537
Tel: 760-872-8211 www.gbuapcd.org

July 2024

Prepared by:
Luke Eisenhardt, Air Quality Specialist II
Tom Schaniel, Air Quality Specialist II
Ann Logan, Deputy Air Pollution Control Officer

Introduction

The Great Basin Unified Air Pollution Control District (Great Basin, GBUAPCD, or District) is a California regional government agency that works to protect the people and the environment of Alpine, Mono and Inyo Counties from the harmful effects of air pollution. Great Basin's purpose is to enforce federal, state, and local air quality regulations and to ensure air quality standards are met in Alpine, Mono, and Inyo Counties.

The Air Toxics "Hot Spots" Information and Assessment Act of 1987 (Assembly Bill 2588 or AB 2588) is a State of California public right-to-know law requiring local air pollution control districts to collect information about the location, type, and quantity of toxic compounds emitted into the air from specified local businesses and industry. The AB 2588 Air Toxics Hot Spots Act Program Annual Report is published to provide the public with information regarding the District's AB 2588 Program. The enabling statutes in the *California Health and Safety Code* (CH&SC) Sections 44300-44394 require the California Air Resources Board (CARB) and local air districts to implement AB 2588. This report describes the current reporting and evaluation status for facilities being tracked under this program. This annual report is required by CH&SC Section 44363 and addresses the following as required:

1. Describes the priorities and categories designated per CH&SC Section 44360.
2. Summarizes the results and progress of the HRA program.
3. Ranks and identifies facilities according to degree of cancer risk posed both to individuals and to the exposed population.
4. Identifies facilities which expose individuals or populations to any noncancer health risks.
5. Describes the status of development of control measures to reduce emissions of toxic air contaminants, if any.

The goals of the GBUAPCD Air Toxics Hot Spots Program are to:

- Quantify and assess air toxic emission information from facilities.
- Evaluate and assess the possible health risk from the emissions.
- Notify the public in cases where significant risks are likely posed by nearby facilities and require facilities to develop strategies to mitigate or reduce the risks to below significant levels.

To achieve these goals, GBUAPCD collects information from facilities including information about the location, type, and quantity of toxic compounds emitted into the air from facilities. The District uses this information to analyze these site-specific emissions to assess the risk to public health from exposure. To inform the public, GBUAPCD has published this report as required.

This annual report covers facility operations in the calendar year 2023 in the GBUAPCD jurisdiction of Alpine, Mono and Inyo counties. The report will be presented to the District Governing Board at the July 10, 2024, Governing Board Meeting where a public hearing will be held to discuss the content and significance. Additionally, the District will disseminate the annual report to county boards of supervisors, city councils, and local public health officers.

Section 1. Air Toxics Hot Spots Act Priorities and Categories

California Health and Safety Code Section 44360 requires an Air District to prioritize and categorize facilities based on potency, toxicity, quantity, and volume of hazardous materials released from the facility, the proximity of the facility to potential receptors, including, but not limited to, hospitals, schools, day care centers, worksites, and residences, and any other factors that the district finds and determines may indicate that the facility may pose a significant risk to receptors. The priority category (low, intermediate, or high) designates the relative level of health risk of a facility, and its need to meet certain reporting requirements or conduct a formal health risk assessment (HRA).

GBUAPCD calculates a "prioritization score" (PS) from a screening level risk assessment whenever a new facility is permitted or if there is a change to permitted equipment or operations at an existing facility that may result in a change in emissions. GBUAPCD uses guidelines and methodologies published by Office of Environmental Health Hazard Assessment (OEHHA) and California Air Pollution Control Officers Association (CAPCOA) for preparing prioritizations. The prioritization score reflects the highest score of three scores calculated for a facility: 1) cancer score, 2) non-cancer chronic health effects score, and 3) acute health effects score. A facility can be reprioritized, by having its priority score calculated again if there are updates that affect the emissions or health risks.

A cancer score of 1 at a facility means that there is a risk roughly equivalent to a one in a million chance of any cancer occurring as a result of pollution from that facility. A score below 1 is generally considered an acceptable risk, though other factors may need to be considered. The cancer score is calculated based on the screening level risk assessment which conservatively estimates the risk at the closest possible offsite receptor (usually a residence), assuming an individual will live there for a lifetime, and that all pollution will blow downwind directly to the closest receptor. The non-cancer chronic health effects score and acute effects score use the same conservative estimation techniques regarding wind direction, but evaluate non-cancer chronic health effects from a 1 year to lifetime exposure, and acute health effects from a 1 hour exposure. A score below 1 for either the chronic or acute health effects score means no chronic or acute health effects would be expected.

Based on the score calculated during the screening risk assessment conducted by the District, a facility is assigned to a category of low, intermediate, or high priority. In addition, the District may consider other factors and use its discretion to classify a facility. The categories and requirements are as follows:

Table 1. Prioritization Score Categories and Requirements

Prioritization Score	Category	Reporting Requirements
$PS \leq 1$	Low	Exempt from further reporting for AB 2588 due to low risk
$1 < PS \leq 10$	Intermediate	Subject to quadrennial update reporting (every 4 years); may be reclassified based on update reporting
$PS > 10$	High	Requires a Health Risk Assessment (unless already done recently) be submitted; further reporting, notification, and risk reduction requirements dependent on HRA results

Section 2. Health Risk Assessment Program

GBUAPCD has had its Toxic Risk Assessment Policy in place since December 9, 1987. It requires all sources that emit toxic air contaminants to apply for a permit. The policy then directs the District to perform a screening risk assessment which evaluates cancer and non-cancer health effects. If the lifetime cancer risk is determined to be between 1 and 10 in a million, the applicant must incorporate mitigations. In some cases, the policy can also require the permit applicant to perform a formal health risk assessment using air dispersion modeling, site specific meteorological data, and detailed emission information. Typically, the formal health risk assessment would be expected to predict a lower health risk than the conservative, health protective estimates from the screening level assessment. Lastly, the policy directs the District to deny a permit application if a formal health risk assessment shows a cancer risk greater than 10 in a million. Because of this policy, the District calculates the priority score of every facility with the potential to release toxic air contaminants during initial permitting and whenever a permit is modified that will result in a change or increase in toxic emissions.

As of the end of 2023, there were 492 active permits to operate at 162 facilities within the District. All 162 facilities have had a screening level health risk assessment performed and priority score calculated. Additional health risks and priority scores have also been calculated for many pieces of permitted equipment that have since closed or been superseded by new equipment. The District evaluated the health risk for 20 applications for new or modified equipment in 2023.

Section 3. Air Toxics Hot Spots Act Facilities and Cancer Risk Ranking

In 2023, GBUAPCD had 6 core facilities in the AB 2588 Program. The facilities are listed in Table 2 and ranked in order of cancer score. Typically, only facilities with a prioritization category of "intermediate" or "high" are in the program, though other factors may keep a facility in. For 2023, four facilities have a cancer score between 1 and 10 and are classified as intermediate facilities. There are no high priority facilities in the District.

The District has had in place a Toxic Risk Assessment Policy since 1989 that requires a risk assessment for any new facility with toxic emissions. If that risk assessment results in a cancer score between 1 and 10, mitigations are required, and permits are denied if the score exceeds 10. This policy has prevented any high priority AB 2588 facility from being permitted within Great Basin. As a result of this policy, the rural nature of the District, and the relatively low amount of toxic emissions generated from permitted facilities, the number of facilities subject to AB 2588 has historically remained low and is expected to remain so.

Facilities subject to the District's AB 2588 program have varied since the program was implemented. There were at least 6 additional core facilities subject to AB 2588 in the past that have since been removed between 2011 and 2021. Four were removed from the program because the facilities closed, and two were removed due to reprioritizations that determined the risk based on actual emissions and source testing were low, with a priority score below 1. The most recent removal of facilities from the list occurred in 2020 and 2021. In February 2021, Coso Geothermal was removed after a reprioritization request that resulted in a new priority score calculation of less than 1. In September 2020, Northern

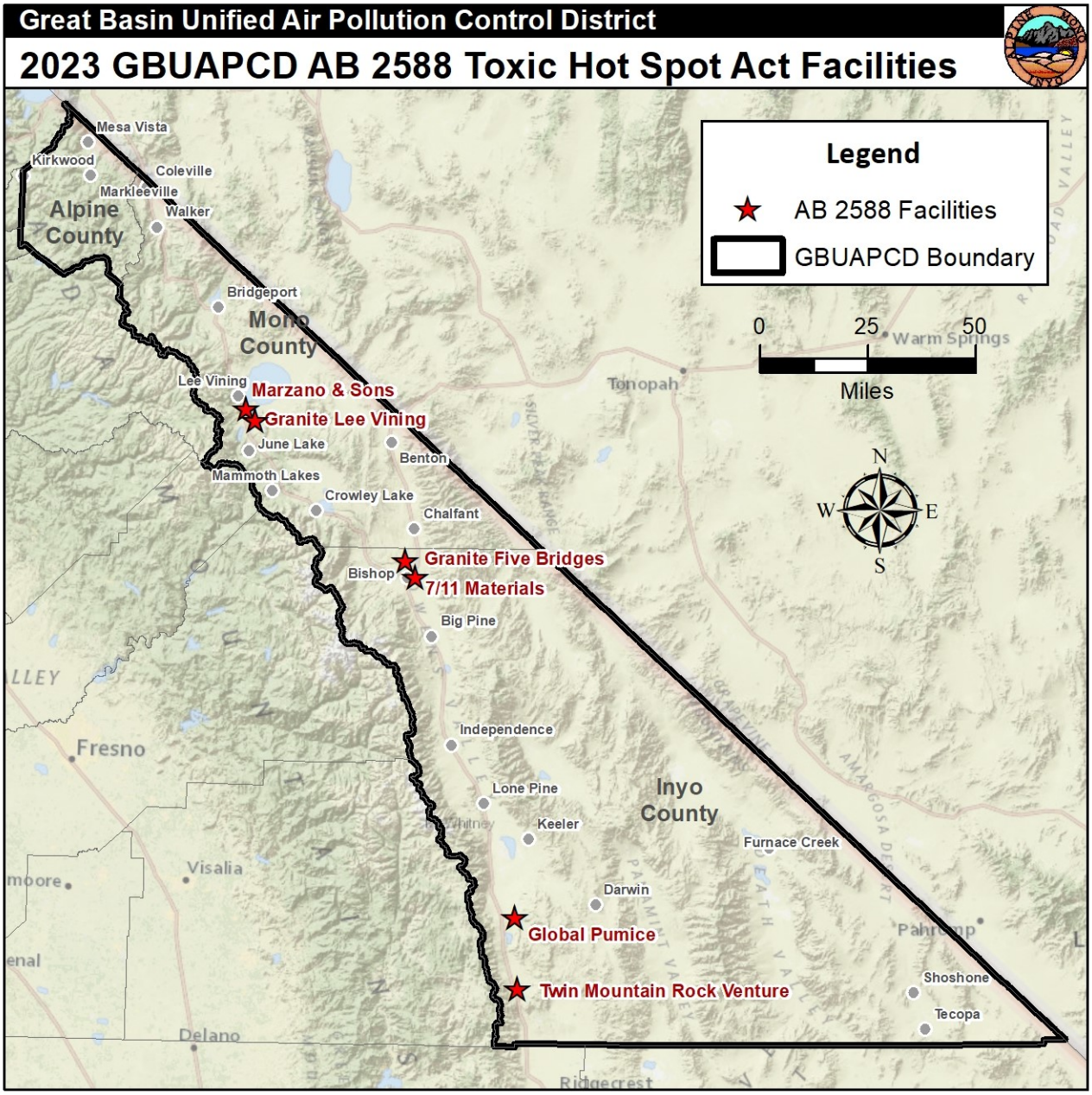
Inyo Hospital, an intermediate source, was removed because the equipment with potential toxic emissions, a medical waste incinerator, was decommissioned and the permit was canceled.

In addition, there were 9 "industrywide" facilities, including autobody shops and dry cleaners, that were at one time in the AB 2588 program, but have since been removed due to low prioritization scores, or because the facilities closed. For 2023, there were no industry wide facilities in the program. As updated emissions reporting comes in, priority scores may be recalculated, and some facilities' priority scores and categories may change; and as a result, facilities may be added to the program or may be removed.

The District's Core AB 2588 facilities are listed in the table below and shown on the map on the following page.

Table 2. AB 2588 Facilities Ranked by Cancer Score

Facility Name, Type, and Location	Cancer Score	Non-Cancer Chronic Health Effects Score	Non-Cancer Acute Health Effects Score	Prioritization Score Category
7/11 Materials *Concrete Batch Plant, Diesel Engines* 906 E Line St. Bishop, CA	2.098	0.925	0.477	Intermediate
Twin Mountain Rock Venture *Aggregate Crushing Plant* Hwy 395 and Cinder Road 3 miles north of Little Lake, CA	2.083	0.162	0.012	Intermediate
Granite Construction Company *Aggregate Crushing, Lime Slurry, Asphalt, Recycled Asphalt Crusher Plant* Hwy 120 near Lee Vining, CA	1.199	0.491	0.095	Intermediate
Marzano & Sons Engineering Contractors *Aggregate Crushing Plant, Diesel Engines* Rock Plant Road, Lee Vining, CA	1.143	0.028	0.002	Intermediate
Granite Construction Company *Lime Slurry, Asphalt, Crumb Rubber, Aggregate Crushing Plant* Five Bridges Road, Bishop, CA	0.847	1.097	0.587	Intermediate
Global Pumice *Aggregate Crushing Plant* Cactus Flat Road, Olancha, CA	0.824	0.038	0.002	Low


Great Basin Unified Air Pollution Control District
2023 GBUAPCD AB 2588 Toxic Hot Spot Act Facilities
Legend
AB 2588 Facilities
GBUAPCD Boundary
0
25
50
Miles
N
W
E
S
Mesa Vista
Kirkwood
Coleville
Markleeville
Walker
Alpine County
Bridgeport
Mono County
Lee Vining
Marzano & Sons
Granite Lee Vining
June Lake
Benton
Mammoth Lakes
Crowley Lake
Chalfant
Granite Five Bridges
Bishop
7/11 Materials
Big Pine
Independence
Lone Pine
Keeler
Inyo County
Furnace Creek
Darwin
Global Pumice
Twin Mountain Rock Venture
Shoshone
Tecopa
Tonopah
Warm Springs
Fresno
Visalia
Delano
Ridgecrest

Section 4. Air Toxics Hot Spots Act Facilities Noncancer Health Risks

There have been very few non-cancer health risks identified in the District, because of its rural nature and the low number of polluting industrial facilities present. The Granite Five Bridges facility is the only facility currently in the program evaluated to have a non-cancer health risk with a score above 1 (see Table 2 above). This facility has a chronic non-cancer health effects score of 1.097. This score is driven mainly by silica from dust from the asphalt plants. Chronic exposure to silica can cause silicosis, characterized by scarring of the lungs. Due to the low number of residents living near this facility, the low actual operating hours relative to the permitted hours, and the relatively low chronic health score, this facility is not likely to expose individuals or populations to any noncancer health risks.

Section 5. Toxic Air Contaminants Control Measures

The District enforces federal, state and local rules and regulations. To reduce emissions of toxic air contaminants, the District enforces California's Airborne Toxic Control Measures (ATCM) and the Federal EPA's National Emission Standards for Hazardous Air Pollutants (NESHAPs). The District works with sources to comply with applicable ATCMs and NESHAPs.

The District has a set of local rules and regulations that have been in place since 1974, with some rules being added or revised since then. District Regulation II contains the set of rules which dictate permit requirements to regulate and reduce emissions of general air pollutants including criteria air pollutants as well as hazardous air pollutants. District Regulation IV contains the set of rules which set requirements for specific pollutants and source types, further limiting emissions of toxic air contaminants. The list of District rules in Regulation II – Permits, and Regulation IV – Prohibitions, are presented in Tables 3 and 4 below. All District rules and regulations are available online at https://gbuapcd.org/rules. The District works with all facilities to ensure compliance with federal, state, and local rules and regulations. When necessary, the District may utilize enforcement action, including but not limited to Notices to Comply, Notices of Violation, or Abatement Orders to ensure compliance. There are currently no additional District rules or control currently in development to reduce emissions of toxic air contaminants.

Table 3. GBUAPCD Regulation II - Permits			
Rule	Title	Rule	Title
200	Permits Required	211	Denial of Applications
201	Exemptions	212	State Ambient Air Quality Standards
202	Transfer	213	Implementation Plans
203	Applications	214	Appeals
204	Cancellation of Applications	215	Public Availability of Emission Data
205	Action and Applications	216	New Source Review Requirements for Determining Impact on Air Quality
206	Monitoring Facilities	216-A	New Source Review Requirements for Determining Impact on Air Quality - Secondary Sources
207	Instack Monitoring - 100 TPY Source	217	Additional Procedures for Issuing Permits to Operate for Sources Subject to Title V of the Federal Clean Air Act Amendments of 1990
208	[N/A]	218	Limiting Potential to Emit
209-A	Standards for Authorities to Construct	219	Request for Synthetic Minor Source Status
209-B	Standards for Permits to Operate	220	Construction or Reconstruction of Major Sources of Hazardous Air Pollutants
209-C	Temporary Permits to Operate	221	Prevention of Significant Deterioration (PSD) Permit Requirements for New Major Facilities or Major Modifications in Attainment or Unclassifiable Areas
210	Conditional Approval		

Table 4. GBUAPCD Regulation IV - Prohibitions			
Rule	Title	Rule	Title
400	Ringelmann Chart	417	Organic Solvents
401	Fugitive Dust	418	[N/A]
402	Nuisance	419	Gasoline Loading Into Stationary Tanks
403	Breakdown	420	Organic Liquid Loading
404-A	Particulate Matter	421	Intended Application of Rules and Regulations
404-B	Oxides of Nitrogen	422	[N/A]
405	Exceptions	423	Research Operations
406	Open Outdoor Fires	424	Geothermal Emissions Standards
407	Incinerator and Burn Barrel Burning	425	Gasoline Vapor Recovery
408	Open Burning In Agricultural Operations or Disease or Pest Prevention	426	Chrome Plating and Chromic Acid Anodizing
409	Range Improvement Burning	427	Chromate Treated Cooling Towers
410	Forest Management Burning	428	Sterilizers and Aerators Using Ethylene Oxide
411	Wildland Vegetation Management Burning in Wildland and Wildland/Urban Interface Areas	429	Medical Waste Incinerators
412	Open Burning of Non-Industrial Wood Waste at City or County Disposal Sites	430	Asbestos-Containing Serpentine Material
413	Reduction of Animal Matter	431	Particulate Emissions
414	[N/A]	432	Open Burn/Open Detonation Operations on Military Bases
415	[N/A]	433	Control of Particulate Emissions at Owens Lake
416	Sulfur Compounds and Nitrogen Oxides		

Section 7. References

- California Air Pollution Control Officers Association Air Toxic “Hot Spots” Program Facility Prioritization Guidelines. August 2016.
- California Air Resources Board. AB 2588 Air Toxics “Hot Spots”. https://ww2.arb.ca.gov/our-work/programs/ab-2588-air-toxics-hot-spots.
- California Health and Safety Code Sections 44300-44394. Air Toxics “Hot Spots” Information and Assessment.
- Office of Environmental Health Hazard Assessment. February 2015. Air Toxics Hot Spots Program Risk Assessment Guidelines: Guidance Manual for Preparation of Health Risk Assessments. https://oehha.ca.gov/media/downloads/crnr/2015guidancemanual.pdf.

Agenda Item: 15.A
Date of Meeting: July 22, 2024
Department: Finance

STAFF REPORT

To:	City Council
From:	Ethan Aukee
Subject:	**Proposed Guidelines for the FY 2024-25 Grant in Support Program**
Prepared On:	July 11, 2024
Attachments:	Grant in Support Information Packet FY 2024-25

Background/History:
The City of Bishop allocated $60,000 for community support within the FY 2024-25 budget. Historically, the City Council awards funding to support the community via the City's Grant in Support Program. The standard practice of the program is to review grantee applications and award funding based on the needs of the community.

Analysis/Discussion:
City staff has developed the attached Grant in Support Information Packet. The information packet includes an Application Timeline, Grant Requirements, Fact Sheet, Grant Submission Checklist, Grant Application, Project Proposal Narrative, Sample Project Line-Item Budget, and a Sample Final Report. The intention of the information packet is to clearly communicate with the public regarding the requirements of the Grant in Support Program and the provide transparency with regard to the use of awarded funding.

Economic Impacts:
Economic impacts could potentially include, and are not limited to, job creation & retention, business growth & development, attracting investment, enhancing public services, supporting community development, multiplier effects, environmental and sustainability benefits, and boosting tourism.

Budget Impacts:
Approval of the Grant in Support Information Packet FY 2024-25 does not have an impact on the FY 2024-25 budget.

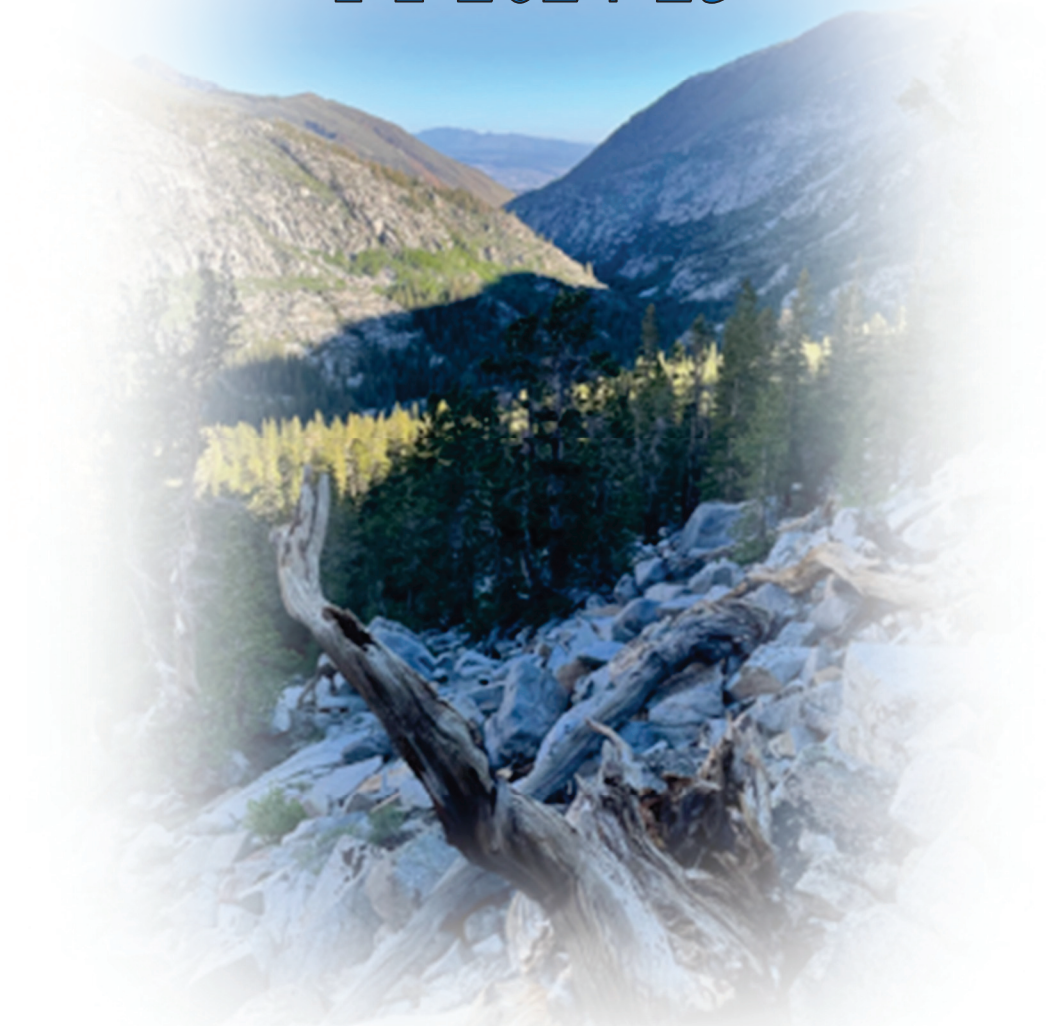
Legal Review:
City Attorney Pucci has reviewed this item and finds that the recommended action complies with the law.

Recommended Action:
City Council to review and approve the attached Grant in Support Information Packet FY

2024-25.

Approved By: Ethan Aukee 7/11/2024
Approved By: Robin Picken 7/15/2024
Approved By: Deston Dishion 7/16/2017
Approved By:

City of Bishop
Grant in Support Information Packet
FY 2024-25



For questions, please contact:

Ethan Aukee, Finance Director

760-873-5863 x.123

eaukee@cityofbishop.ca.gov

City of Bishop
FY 2024-25 Grant in Support Application Process Timeline

Releasing of Grant Information Packets

Tuesday, July 23rd, 2024

- 10:00 a.m.
- Packets can be found online at https://www.cityofbishop.com/departments/finance/grants.php
- Packets can be picked up at City Hall

Grant Application Submission Deadline

Thursday, October 31st, 2024

- 4:30 p.m.
- City Hall
- 377 W. Line St., Bishop, CA

Notification of Awards Provided to All Applicants

Friday, November 29th, 2024

- Prior to 4:30 p.m.
- Communication to all applicants via email to inform whether grant was awarded as outlined in application

City of Bishop
FY 2024-25 Grant in Support
Grant Requirements

Contractual and Reporting Requirements for Grant Recipients

- Successful grant recipients must plan to expend the funds within FY 2024-25, ending June 30, 2025.
- Organizations approved to receive grant funds must enter into a Grant Agreement with the City.
- The City has the option to require insurance certificates with endorsements to complete the Grant Agreement and release the grant funds.

Additional Information

The City

- May request the return of awarded grant funds not expended before June 30, 2025.
- May request additional information on the proposed project and the organization.
- May recommend funding levels below amounts requested by the organization.
- Has the right to conduct a program/fiscal site visit and review all organization records related to the grant.

Organizations

- If reapplying, organizations must have met all grant conditions and requirements during their most recent grant period. Additionally, a final report must have been submitted during their most recent grant period.
- Must have a functioning Board of Directors.

Grant Final Report

- Final Reports can now be submitted online at https://www.cityofbishop.com/departments/finance/grants.php.
- Organizations are required to submit a Final Report within three months of implementing/completing the project, but no later than September 30th, 2025.
- The Final Report shall contain narrative and quantitative information, as well as documentation of grant expenditures.
- Receipts for all expenses totaling grant amount must be submitted with the final report.
- Failure to submit a Final Report will result in the City requesting reimbursement of grant funds.
- Specifics on the Final Report will be outlined in the Grant Agreement.

City of Bishop
FY 2024-25 Grant in Support
Fact Sheet

Overview

The Grant in Support Program is designed to assist community-based nonprofit organizations in providing community services, art activities, programs, and events for City of Bishop residents. The intent of the funding assistance provided by the Grant in Support Program is to provide services to, or directly benefiting, residents living in the City of Bishop.

Eligibility

All nonprofit organizations providing services to Bishop residents are eligible to apply for grant funding.

Eligible Projects

- One-time projects or programs
- Program enhancements
- Pilot programs
- Capital expenditures
- Special supplies
- An organization's ongoing expenditures

Ineligible Projects

- Personnel costs
- Sel-labor expenses
- Requests that fund the organization's general operations and maintenance activities
- Scholarships or other direct support to individuals or families
- Fundraising sponsorships or prizes for events

Selection Criteria

The City Council will review completed grant applications with necessary attachments and evaluate them based upon:

- Proposal project/goal and objectives
- Community needs and benefit
- Future funding to sustain programs/matches
- Organization's background
- Evaluation method
- Project timeline identifying key activities
- Estimated project line-item budget

City of Bishop
FY 2024-25 Grant in Support
Grant Submission Checklist

Documentation Required

- One original of the completed grant application
- Three-page project proposal narrative
- One-page project line-item budget
- List of Organization's Board of Directors
- Verification of 501(c)3 status
- A submitted Federal Form 990 for tax year ending on or after December 31st, 2023 (applicable Federal Form 990, 990-EZ or 990-N)
- Optional: One promotional attachment, i.e., letter of support, picture, etc. No video or audio tapes are accepted

Submission Process

Grant submission with required attachments in PDF format can be emailed to eaukee@cityofbishop.ca.gov or mail/deliver hard copy to the City of Bishop on or before October 31, 2024, at 4:30 p.m. Grant submissions received after this date and time will not be considered for funding.

Please Note:

- Failure to follow the directions as outlined above may result in grant submission being rejected.
- Proof of insurance is not needed at this time. If selected to receive grant funds, the City reserves the right to require insurance certificates with endorsements as outlined by the City. Failure to submit required insurance documents by the identified deadline may result in the grantee not receiving funding.
- The City Council will rate the grant submittal and decide if the applicant should be fully, partially, or not funded.
- Applicants may receive feedback regarding the grant submittal from the grant coordinator. The coordinator does not rate the applications, nor influence the City Council funding recommendations.

City of Bishop
FY 2024-25 Grant in Support
Grant Application

Check One: ☐ Community Services ☐ Community Arts

Name of Organization: _____

Contact Person: _____

Telephone: _____ Email Address: _____

Project Title: _____

Project Location: _____

Total Project Cost: _____ Grant Amount Requested: _____

Organization Address: _____

Does your organization carry General Liability and Worker's Compensation Insurance?
(Proof of insurance or insurance certificates with endorsements naming City as additional insured may be required if grant is awarded) ☐ Yes ☐ No

Has your organization received City funding in prior years? ☐ Yes ☐ No

Attach Grant Submission Packet:
Including
- Project Proposal Narrative
- Project Line-Item Budget
- List of Organization's Board of Directors
- Optional: One promotional attachment, i.e., letter of support, picture, etc.

Attach Verification Documents:
Including
- Verification of 501(c)3 status
- Federal Form: 990, 990-EZ, or 990-N

To the best of my knowledge, the data and information in this grant application is true and correct, and I am authorized to file this grant application on behalf of the organization.

Name of Grant Applicant's Representative: _____

Signature: _____ Date: _____

Title: _____

City of Bishop
FY 2024-25 Grant in Support
Project Proposal Narrative

A project proposal narrative shall be submitted as part of the application package. The information provided in the project proposal narrative will be used to evaluate completed grant proposals. The proposal narrative shall be limited to the following:

1. A narrative response to Categories A-F (listed below), no more than three pages long, single-sided, double-spaced, in at least an 11-point font, with one-inch margins.
2. A one-page proposed project line-item budget, as described in Category G.

The Project Proposal Narrative includes the following categories:
(Please use the below headings and letters to organize your Project Proposal Narrative)

A. Proposed Project/Goals and Objectives (25-point maximum)
- Provide a detailed description of the proposed project; include production titles and detail if applicable.
- Outline the goals and objectives to be achieved through this grant request and how the agency will accomplish the goals and objectives.
- Provide information describing what is unique and innovative about the proposed project.

B. Community Need and Benefit (20-point maximum)
- Describe the community need for the proposed project and include any data that identifies and supports the need for the project.
- Identify what the benefit of the proposed project will be to the community and how the community will be made aware of the project.
- Identify the target population who will receive the proposed program's services and how this population will be selected.

C. Future Funding to Sustain Program/Matches (10-point maximum)
- Outline how the organization plans to sustain this program/performance beyond the current year of grant funding.
- List any dollar or in-kind match that will be made to the proposed project.
- Describe if the proposed program or project would be possible without the grant funding being requested.

D. Organization's Background (15-point maximum)
- Describe the organization's mission statement.
- Describe past experience and success as they pertain to administering similar projects.

E. Evaluation Method (10-point maximum)
- Clearly identify how and what method the organization will use to measure the success of the program as it relates to its quality and overall impact on the community.

City of Bishop
FY 2024-25 Grant in Support
Project Proposal Narrative

F. Project Timeline Identifying Key Activities (10-point maximum)

- Outline the proposed timeframe in which the project will be performed. Include specific program benchmarks to be achieved.
- The timeframe should list, chronologically, all activities necessary to complete the project, and include the start and end dates for each activity.

G. Project Line-Item Budget (10-point maximum)

- Attach a separate page with a line-item budget for the proposed/program that details how the grant funds will be spent on your program/project/performance. If the project budget is larger than the City grant amount requested, please provide a separate line-item budget showing the overall project/program budget and how the City grant funds will be used. A sample project line-item budget is enclosed for your assistance.

City of Bishop
FY 2024-25 Grant in Support
Sample Project Line-Item Budget

Organization Name: City of Bishop Nonprofit Organization
Proposed Project Title: Really Great Program to Benefit Community
Requested Amount: $4,500

	Project Budget	Required Grant	Grant Budget Line Item Description
INCOME			
A. Contributed			
City of Bishop	4,500	4,500	City Grant
Individual Contributions	1,500		
Business/Corporations	1,000		
Foundations			
Fundraising Events	800		
Subtotal Income Contributed	**7,800**	**4,500**	
B. Earned			
Admissions/Entry Fees	1,200		
Product Sales/Concessions	300		
Subtotal Income Earned:	**1,500**		
TOTAL PROJECT INCOME	**9,300**	**4,500**	
EXPENSES			
A. Personnel			
Administrative	3,000		
Technical			
Artistic			
Subtotal Personnel	**3,000**		
B. Operating Expenses			
Facility Rental			
Supplies	1,600	800	wood, hardware, paint
Printing	800	800	publicity flyers, posters
Contractual Services	500		
Professional Services	1,500	1,500	specialized consultant
Promotion & Publicity	1,000	600	educational brochures
Equipment	900	800	tools, supplies
Utilities			
Insurance			
Subtotal Operating Expenses:	**6,300**	**4,500**	
TOTAL PROJECT EXPENSES	**9,300**	**4,500**	

City of Bishop
FY 2024-25 Grant in Support
Sample Final Report

*****Final Reports can now be submitted online at https://www.cityofbishop.com/departments/finance/grants.php*****

Name of Organization _____

Project Title _____

A. Services Provided

Describe the project/program or services provided and how it benefited the community. From the evaluation method used to measure the success of the project/program implemented, describe the outcome and its impact on the community.

_____
_____
_____
_____
_____
_____
_____
_____

B. Project Goals

Describe how the project/program achieved the goals and objectives identified in the submitted funding application.

_____
_____
_____
_____
_____
_____
_____
_____

C. Number Served by Grant

Describe the target population served by the project/program, and the number of City residents as well as the total number of people served by the grant funds during the reporting period.

_____
_____
_____

D. Total Expenditures

Describe in detail how the grant funds received were spent.

_____
_____
_____
_____
_____
_____
_____
_____

E. Attachments

- Attach copies of invoices for all expenses paid by City grant funds as outlined in the project line-item budget.
- Attach a minimum of 1-3 photographs of the program for which the grant was awarded.

Agenda Item: 15.B
Date of Meeting: July 22, 2024
Department: Police

STAFF REPORT

To:	City Council
From:	Nate Derr
Subject:	**Axon Enterprise, Inc. Draft One Software Subscription**
Prepared On:	July 5, 2024
Attachments:	Draft One Software Subscription Agreement

Background/History:
The Bishop Police Department currently issues Axon (industry standard) body worn cameras and is under contract with Axon for the next four years. These cameras are used within policy:

424.6 ACTIVATION OF THE PORTABLE RECORDER

This policy is not intended to describe every possible situation in which the portable recorder should be used, although there are many situations where its use is appropriate. Members should activate the recorder any time the member believes it would be appropriate or valuable to record an incident.

The portable recorder should be activated in any of the following situations:

1. All enforcement and investigative contacts including stops and field interview (FI) situations
2. Traffic stops including, but not limited to, traffic violations, stranded motorist assistance and all crime interdiction stops
3. Self-initiated activity in which a member would normally notify Dispatch
4. Any other contact that becomes adversarial after the initial contact in a situation that would not otherwise require recording

Members should remain sensitive to the dignity of all individuals being recorded and exercise sound discretion to respect privacy by discontinuing recording whenever it reasonably appears to the member that such privacy may outweigh any legitimate law enforcement interest in recording. Requests by members of the public to stop recording should be considered using this same criterion. Recording should resume when privacy is no longer at issue unless the circumstances no longer fit the criteria for recording.

At no time is a member expected to jeopardize his/her safety in order to activate a portable recorder or change the recording media. However, the recorder should be activated in

situations described above as soon as reasonably practicable.

Analysis/Discussion:
Axon has developed specialized AI software designed specifically for their own ecosystem of products, namely their body-worn cameras and the video storage system called evidence.com. This software leverages the unique capabilities and integration possibilities within Axon's hardware and software platforms to enhance evidence collection and streamline report writing processes.

This software is only compatible with Axon's own devices and systems. This offers more seamless and efficient operations for law enforcement evidence management and documentation. Three quotes were not gathered, as this expense is permitted via a sole source justification pursuant to the City's Purchasing Policy Section 16. Below is a snippet of the section of the policy.

Products that have been proven to be the only acceptable or compatible products to be utilized with existing City systems or equipment, but that available on the open market from multiple sources may be classified as sole source purchases.

Economic Impacts:
Some direct economic impacts of AI assisted report writing and transcription are:

- Increased Police Department efficiency: The software upgrade would significantly reduce the time that officers spend on writing reports and will allow for them to focus on other duties. Potential for a reduction in overtime wages. Potential for reduced training costs as report writing will become more simplified.

- Reduction in errors and liability: Use of the software upgrade could enhance the accuracy and consistency of reports, potentially reducing errors that can lead to legal challenges and associated costs. Use of the software could also help in ensuring that reports comply with legal standards and protocols can reduce the risk of costly litigation and fines.

Some indirect economic impacts of AI assisted report writing and transcription are:

- Productivity gains: By freeing up time for officers, AI-assisted report writing can increase the overall productivity of the police force. Officers can spend more time on patrol, community engagement, and other critical tasks. With more time available for proactive policing and investigative work, the overall effectiveness of the police force can improve, potentially leading to a reduction in crime rates.

- Public safety and community relations: Improved efficiency can lead to faster response times, enhancing public safety, and potentially reducing the economic costs associated with crime. Better and more accurate reporting can improve transparency and trust between the police and the community, which can have long-term economic benefits in terms of social stability and reduced crime rates.

- Economic development: A safer community can attract businesses and investments, contributing to economic growth. Reduced crime rates and increased police engagement can lead to higher property values.

Budget Impacts:
The Draft One software agreement requires a four-year commitment. This expense was not included in the FY 2024-2025 budget, and upon approval, the expense account 033-033-57000 would be increased by $15,360.48. The subscription expense would be budgeted within the same expense account for the subsequent three fiscal years included within the agreement. The total cost pursuant to the four-year agreement is $61,441.92.

Legal Review:
City Attorney Pucci has reviewed this item and finds that the recommended action complies with the law.

Recommended Action:
Council consideration to approve the Axon Enterprise, Inc. agreement as presented, not to exceed a total amount of $61,441.92 for the four-year agreement, and to approve the execution of the agreement by Police Chief Derr.

Approved By: Ethan Aukee 7/9/2024
Approved By: Robin Picken 7/9/2024
Approved By: Deston Dishion 7/15/2024
Approved By:

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-583259-45476.618RP

Issued: 07/03/2024

Quote Expiration: 07/31/2024

Estimated Contract Start Date: 08/01/2024

Account Number: 108985

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Bishop Police Dept. - CA 207 W Line St Bishop, CA 93514-3410 USA	Bishop Police Dept. - CA 207 W Line St Bishop CA 93514-3410 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Ryley Pladson Phone: Email: rpladson@axon.com Fax:	Nate Derr Phone: (760) 873-5866 Email: nderr@bishoppd.org Fax:

Quote Summary

Program Length	48 Months
TOTAL COST	$61,441.92
ESTIMATED TOTAL W/ TAX	$61,441.92

Discount Summary

Average Savings Per Year	$0.00
TOTAL SAVINGS	$0.00

Payment Summary

Date	Subtotal	Tax	Total
Aug 2024	$15,360.48	$0.00	$15,360.48
Jul 2025	$15,360.48	$0.00	$15,360.48
Jul 2026	$15,360.48	$0.00	$15,360.48
Jul 2027	$15,360.48	$0.00	$15,360.48
Total	**$61,441.92**	**$0.00**	**$61,441.92**

Quote Unbundled Price:	**$61,441.92**
Quote List Price:	**$61,441.92**
Quote Subtotal:	**$61,441.92**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
73447	AXON RESPOND - UPGRADE FROM RESPOND TO RESPOND PLUS	12	48		$15.51	$15.51	$8,933.76	$0.00	$8,933.76
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	12	48		$22.10	$22.10	$12,729.60	$0.00	$12,729.60
101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	12	48		$69.06	$69.06	$39,778.56	$0.00	$39,778.56
Total							**$61,441.92**	**$0.00**	**$61,441.92**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	12	08/01/2024	07/31/2028
A la Carte	73447	AXON RESPOND - UPGRADE FROM RESPOND TO RESPOND PLUS	12	08/01/2024	07/31/2028
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	12	08/01/2024	07/31/2028

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	207 W Line St	Bishop	CA	93514-3410	USA

Payment Details

Aug 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	12	$9,944.64	$0.00	$9,944.64
Year 1	73447	AXON RESPOND - UPGRADE FROM RESPOND TO RESPOND PLUS	12	$2,233.44	$0.00	$2,233.44
Year 1	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	12	$3,182.40	$0.00	$3,182.40
Total				**$15,360.48**	**$0.00**	**$15,360.48**

Jul 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	12	$9,944.64	$0.00	$9,944.64
Year 2	73447	AXON RESPOND - UPGRADE FROM RESPOND TO RESPOND PLUS	12	$2,233.44	$0.00	$2,233.44
Year 2	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	12	$3,182.40	$0.00	$3,182.40
Total				**$15,360.48**	**$0.00**	**$15,360.48**

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	12	$9,944.64	$0.00	$9,944.64
Year 3	73447	AXON RESPOND - UPGRADE FROM RESPOND TO RESPOND PLUS	12	$2,233.44	$0.00	$2,233.44
Year 3	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	12	$3,182.40	$0.00	$3,182.40
Total				**$15,360.48**	**$0.00**	**$15,360.48**

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	12	$9,944.64	$0.00	$9,944.64
Year 4	73447	AXON RESPOND - UPGRADE FROM RESPOND TO RESPOND PLUS	12	$2,233.44	$0.00	$2,233.44
Year 4	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	12	$3,182.40	$0.00	$3,182.40
Total				**$15,360.48**	**$0.00**	**$15,360.48**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

7/3/2024



Agenda Item: 15.C
Date of Meeting: July 22, 2024
Department: Police

STAFF REPORT

To:	City Council
From:	Nate Derr
Subject:	**MOU between the City of Bishop and Bishop Unified School District for School Resource Officer services.**
Prepared On:	May 14, 2024
Attachments:	School Resource Officer MOU

Background/History:
Currently there is no School Resource Officer assigned at the Bishop Unified School District. Prior to this past school year, the Police Department supplied the Resource Officer paid for by a grant. The grant expired, ceasing services to the school district. Over the past school year there has been a daily need for a resource officer, requiring patrol staff to be sent to the school away from their daily duties. Additionally, public surveys showed 92% support to reestablish the program.

Analysis/Discussion:
This new cost share model establishes a long-term solution for both the School District and the Police Department not reliant on grant funds. School Resource Officers are shown to aid both Patrol Officers and Detectives in investigations. Additionally, School Resource Officers are able to identify troubled youth and aid in reform before the youth become a part of the formal law enforcement system. With the largest School District in Inyo and Mono Counties lying within the City boundaries, this position is vital to the success and growth of our community.

Economic Impacts:
City expense for the additional sworn Officer total cost $85,000.00 annually.

Budget Impacts:
Increase in Police Department personnel cost of $85,000.00 during FY 24-25 and the increase is subject to cost of living and premium adjustments on a year-over-year basis following FY 24-25.

Legal Review:
City Attorney Pucci has reviewed this MOU and finds it complies with the law.

Recommended Action:

Review and approve MOU for services with the school district.

Approved By: Ethan Aukee 5/17/2024
Approved By: Deston Dishion 7/18/2024
Approved By:
Approved By:

SCHOOL RESOURCE OFFICER SERVICES AGREEMENT BETWEEN THE CITY OF BISHOP AND THE BISHOP UNIFIED SCHOOL DISTRICT FOR FISCAL YEAR 2024/2025 THROUGH FISCAL YEAR 2026/2027

THIS SCHOOL RESOURCE OFFICER SERVICES AGREEMENT ("Agreement") is entered into as of the 1st day of July 2024 ("Effective Date") by and between the CITY OF BISHOP, a municipal corporation ("City"), and the BISHOP UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California ("District").

RECITALS

A. City is a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of California.

B. District is a political subdivision of the State of California located in Bishop, California within the County of Inyo and is organized and exists pursuant to the laws of the State of California.

C. District is in need of services as part of the School Resource Officer Program ("SRO Program"), as more fully described herein (the "Services").

D. District is authorized to enter into this Agreement pursuant to the laws of the State of California.

E. City employs sworn peace officers through the Bishop Police Department (BPD) specially trained, experienced and competent to provide the Services and City is willing to provide the Services to District on the terms and in the manner provided in this Agreement.

F. This Agreement is not intended to modify any program or service provided by City to District as of the Effective Date except as expressly provided herein.

G. City and District are joining together in a collaborative effort to provide School Resource Officers ("SROs") to work with the school communities to help provide a safe and secure environment for all.

H. It is the stated goal of this Agreement to have a working partnership between the City and the District so as to provide a safe and secure learning environment for all students and to encourage a positive learning experience.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, City and District agree as follows:

1.0. TERM

The term of this Agreement shall commence on the Effective Date and continue for a period of three (3) years, ending on June 30, 2027, unless previously terminated as provided herein.

2.0. CITY'S DUTIES

2.1. Scope of Services. The Services shall include the following required and discretionary services designed to promote safety in the learning environment, which shall be provided at District schools located within the City, including Bishop Union High School ("BUHS"), Home Street Middle School ("HSMS"), and Bishop Elementary School ("BES"), as requested by District.

(a) **Required Services.** City shall perform the following services:

(i) Assign one (1) full-time sworn officer employed by the Bishop Police Department ("BPD") to the function of SRO.

(ii) Establish and maintain a liaison between District personnel, BPD personnel, and stakeholders in the juvenile justice system.

(iii) Serve as a resource to District employees, such as administrators, faculty and security personnel, as well as students and their guardian(s) on law enforcement-related issues including crime prevention and investigations.

(iv) Assign one SRO to BUHS, HSMS and BES. As needed, the SRO will provide Services to the other District schools, subject to the discretion of the Bishop Chief of Police ("Chief of Police") to make assignment changes.

(b) **Discretionary Services.** City may, in the sole discretion of the SRO and/or the Chief of Police, perform the following services:

(i) Conduct patrol activities in and around the designated campuses.

(ii) Conduct preliminary and follow-up investigations of crimes that occur on or near the designated campuses.

2.2. Selection and Supervision of SROs. The Chief of Police will determine those individuals best suited for the assignment to the SRO Program in accordance with City's employment procedures and conditions and advise

the District of the eligible candidates. The Chief of Police will consider input from the District representative as to the selection of the SROs, but the Chief of Police shall have the sole discretion in the selection of the SROs. The Chief of Police's selections shall be final. The SROs shall perform the Services under the supervision and control of the Chief of Police.

2.3. **Vehicles, Equipment, and Uniforms.** Except as otherwise provided in this Agreement, City shall furnish all vehicles, equipment, and uniforms as may be required to support the SRO assigned to the District pursuant to this Agreement. City agrees that the SRO will perform his/her duties in a modified police uniform. The uniform will include safety equipment designated for use by sworn field personnel pursuant to BPD policies and practices.

2.4. **Schedule of Services; SRO Assignment.** City shall schedule the SRO such that he/she provides services four (4) days a week for ten (10) hours each day ("Normal Work Week") to include sporting and after school events. The SRO will spend a minimum of seventy-five percent (75%) of their time allocated in this Agreement in and around the assigned schools. City shall use its best efforts to ensure that the same person provides Services to the campus except when he/she is on paid leave or otherwise absent. Subject to provisions of relevant City personnel policies or labor agreements, City shall use its best efforts to schedule the SRO so that he/she is on duty 4 of the 5 days (Tuesday, Wednesday, Thursday, Friday) that school is in session and that he/she can be present during special school activities.

2.5. **District Security.** The Services performed by the SRO pursuant to this Agreement are not intended to supplant those provided by existing District security personnel. District may request security services from City pursuant to other provisions of this Agreement.

3.0. DISTRICT'S DUTIES

3.1. **Compensation.** District shall compensate City for the Services as set forth herein.

3.2. **Access to Student Records.** District shall designate the SROs as designated school officials for the purpose of accessing student records. As a designated school official, the SRO shall have access to students' education records when there is a legitimate educational need to inspect the records. Pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the SRO may only use the personally identifiable information contained in a student's record for the purposes for which the disclosure is made, such as for promoting school safety and the physical

security of students. The SRO shall not redisclose personally identifiable information from a student's educational record to any other outside sources, including the BPD, without consent, unless the redisclosure meets an exception to consent in FERPA.

3.3. **Staff Liaison.** Superintendent designates a liaison to the BPD to facilitate communication between District personnel and the SRO and to coordinate the SROs' activities with District activities and events.

3.4. **Cooperation.** District personnel shall cooperate with the SRO to facilitate the performance of Services pursuant to this Agreement.

3.5. **Special Events; Supplemental Services.** The SRO Program shall not supplant or alter the existing District practice of requesting BPD personnel for the purpose of policing special events. District may request in writing that City provide additional services beyond the Normal Work Week by a SRO during evening or weekend events, such as Parent-Teacher Association (PTA) meetings, Back-to-School Night(s), Open House(s), sporting event(s), dance(s), prom(s) or other District-sponsored events. City shall use its best efforts to provide the requested services by the SRO assigned to the campus at which the event or activity is scheduled. If the District has requested an SRO's presence at an event, or requested supplemental services to be provided by an SRO, District agrees that District shall compensate City for such supplemental services in accordance with this Agreement.

4.0. COMPENSATION

4.1. **Compensation.** For Services provided during the Normal Work Week, District shall pay City $80,000.00 of the total compensation for the SRO under this Agreement, as invoiced by City to District. The term "total compensation" includes salary and benefits as those exist on the Effective Date.

4.2. **Supplemental Services.** If District requests additional services beyond the Normal Work Week for special events, District shall pay City one hundred percent (100%) of the costs that City incurs in providing the additional services as requested by the District, with the understanding that City is generally required to pay SROs at least one and one-half (1.5) times their regular rate of pay for overtime.

4.3. **Method of Billing.** At the end of each quarter, City will invoice District for the SRO costs incurred during that quarter. District shall pay City's invoice within thirty (30) days of receipt of the invoice. If City provides supplemental services as provided herein, City will invoice District for such supplemental services following the provision of such services and District

shall pay such invoice within thirty (30) days of receipt of an invoice from City.

4.4. **Extended Closure of Schools.** Should there be an extended closure of District schools (longer than 30 days) due to an unforeseen event that diminishes the need of SROs on school campuses and allows City to redeploy SROs to other agency duties, the District will continue to provide compensation as set forth.

5.0. GRANT ADMINISTRATIVE REQUIREMENTS

City and District will be responsible for their own respective grant monies received, if any, in connection with the SRO Program, including all administrative duties and responsibilities. This includes receipt and disbursement of funds, financial reporting and grant management issues.

6.0. TERMINATION

District or City may terminate this Agreement without cause at any time, by giving thirty (30) days' written notice to the other party. In the event of termination, District shall compensate City for Services performed through the effective date of the termination. City shall continue to provide Services after notice to terminate and during the thirty (30) day notice period, unless District, in the notice, requests that City not perform Services.

7.0. INDEMNIFICATION

7.1. **District Obligations.** District agrees to defend, indemnify and hold harmless City, its elected and appointed officials, officers, agents, employees, and volunteers from and against any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorneys' fees, arising out of or in any way connected with the District's negligent performance of this Agreement. District assumes workers' compensation liability for injury or death of its officers, agents, employees and volunteers, and, except as provided herein, assumes no workers' compensation responsibility for the elected and appointed officials, officers, and employees of the City.

7.2. **City Obligations.** City agrees to defend, indemnify and hold harmless District, its officers, agents, employees and volunteers harmless from and against any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorneys' fees, arising out of or in any way connected with City's negligent performance of this Agreement. Except as provided herein, City assumes workers' compensation liability for injury or death of its elected and appointed officials, officers, and employees, and assumes no workers' compensation responsibility for the officers, agents,

employees and volunteers of the District.

8.0. ASSIGNMENT

This Agreement may not be assigned or transferred by either party without the express written consent of the other party.

9.0. NOTICE / REPRESENTATIVES

City and District have designated the following representatives to receive notices and act on their agency's behalf in the administration of this Agreement. Notices shall be deemed given when personally delivered to the District or City representative or three (3) days after the date the notice is deposited in the United States mail, first-class postage prepaid, and addressed as set forth below.

CITY: Chief of Police
Bishop Police Department
207 West Line Street
Bishop, CA 93514

DISTRICT: Superintendent
Bishop Unified School District
656 West Pine Street
Bishop, CA 93514

10.0. NO THIRD-PARTY BENEFICIARIES

This Agreement is entered into for the sole benefit of City and District and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

11.0. INDEPENDENT CONTRACTOR

The parties understand and agree that in performing the Services under this Agreement, City, and any person employed by or contracted with City to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of the District.

12.0. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

13.0. ATTORNEYS' FEES

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

14.0. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Inyo County, California.

15.0. AMENDMENTS

Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

16.0. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by and through their respective authorized officers, as of the date first written above.

CITY OF BISHOP

_____ Date: _____

Nathaniel I Derr
Chief of Police

APPROVED AS TO FORM:

_____

Dean Pucci
City Attorney

BISHOP UNIFIED SCHOOL DISTRICT

_____ Date: 5/16/24

Katherine Kolker
Superintendent

Approved at the 5/16/24 BUSD School Board Meeting: _____

Steve Elia, Board President

JOB DESCRIPTION
School Resource Officer

DEPARTMENT: Police	**RANK: Officer - Sworn**
DIVISION: Operations	**WORK DAYS: Generally school hours**
REPORTS TO: Lieutenant	

POSITION SUMMARY

The School Resource Officer supports and facilitates the educational process within the Bishop Unified School District by providing a safe and secure environment through establishing and building meaningful relationships with students and staff and proactively interacting with the school community to ensure the enforcement of city and state laws, preservation of public order, protection of life and the prevention, detection, or investigation of crime. The incumbent will work effectively with students, parents, school personnel, and community agencies to support teaching and learning in the schools. The School Resource Officer will patrol district property to protect students, staff, and visitors from physical harm and prevent loss to district property resulting from criminal activity.

PERFORMANCE RESPONSIBILITIES

Personal and Professional Responsibilities

1.	Adapt to a school environment and maintain a commitment to ongoing professional development in working with youth and in a school environment.
2.	Investigate criminal activity committed on or adjacent to school property.
3.	Act as a liaison resource to the principal investigating criminal law violations occurring in the school or on school property.
4.	Attend parent, faculty, student, youth accountability board, and other organizational meetings as requested by the school administration and approved by the SRO supervisor.
5.	Assist other law enforcement officers with outside investigations concerning students attending the school system.
6.	Prevent juvenile delinquency through close contact with students and school personnel.
7.	The SRO will coordinate enforcement details targeting truancy.
8.	Will coordinate enforcement details targeting violence, racial conflict, and drug activity.
9.	Keep accurate, legible records and reports.
10.	Maintain professional responsibility to serve as a positive role model to students, especially in terms of appropriate attitudes and respect.
11.	Establish a trusting channel of communication with students, staff, and patrons
12.	Testify in Board of Education hearings, court, and other legal proceedings.
13.	Alert school administration and appropriate law enforcement agencies of potential problems in the school and community before they occur.
14.	Divert Juveniles from criminal activity and when possible, out of the criminal justice system.
15.	Refrain completely from functioning as a school disciplinarian. The SRO is not to be involved in the enforcement of disciplinary infractions that do not constitute violations of the law.

Note: The SRO is not a school administrator and therefore does not serve as a school disciplinarian.

ASSIGNMENT / SCHEDULE

1.	Generally, duty hours will be on school days during school hours; four (4) days a week for ten (10) hours each day ("Normal Work Week") to include sporting and after school events. The SRO will spend a minimum of seventy-five percent (75%) of their time allocated in this Agreement in and around the assigned schools.
2.	The SRO assignment is a uniform detail, alternate uniforms (i.e. polo and BDU's) are preferred.

Desired qualities of School Resource Officer		
Stress tolerance	Leadership	Initiative
Adaptability and flexibility	Emotional stability & maturity	
Personal integrity & ethical conduct	Sound judgement and decision-making	
Ability to conform to organizational goals and objectives in a positive manner		

Agenda Item: 15.D
Date of Meeting: July 22, 2024
Department: Public Works

STAFF REPORT

To:	City Council
From:	Nora Gamino
Subject:	**Preliminary Engineering Report for 2022 Disaster Water Grant Application**
Prepared On:	July 17, 2024
Attachments:	Lumos Task Order 1 - USDA Simple PER On-Call Services - PSA Lumos FINAL

Background/History:
USDA Rural Development (RD) has a program to help eligible communities handle expenses related to the calendar year 2022 Presidentially declared disasters that damaged water and wastewater systems in rural communities. The storm events that occurred in December 2022 had major impacts to our wastewater systems due to severe inflow and infiltration experienced resulting from the elevated groundwater table. The funds from this program "can be used to develop water infrastructure system capacity and resiliency to reduce or eliminate long term risks from hazards resulting" (USDA RD website) from these storm events.

Analysis/Discussion:
Elevated ground water from storm events resulted in the city's relatively shallow sewer lines and manholes, being underwater. The inflow and infiltration into the sewer lines caused the total flows at the treatment plant to more than double for a sustained duration of time causing a strain on city resources and overall system. Only recently have the impacts of the high ground water table started to recede with the flows slowly returning to normal. The degraded pipes and manholes, however, are still in poor condition and it is expected that when another large storm even occurs, the city will again experience the strain on our wastewater system and resources.

It is imperative that the public works department begins addressing the poor condition of the city's underground utilities and create a more resilient sewer collection system. Because the elevated plant flows can be directly related to the 2022 Presidentially declared disasters, the city is eligible to apply for the USDA funds. One of the required components of the grant application is a simplified Preliminary Engineering Report (PER).

Lumos & Associates has already been contracted by the Eastern Sierra Services District to provide a PER for their grant application. Lumos is also already on contract with the city to

provide on-call engineering services and has a history of working with the City and District on sewer-related engineering projects. Therefore, they are uniquely suited to quickly develop this PER for the City.

Economic Impacts:
None.

Budget Impacts:
This item is not currently included in the 2024-2025 Fiscal Year Budget, an adjustment to the Sewer Fund for capital improvements (line item 002-051-56027) in the amount of $37,000 is proposed to cover this cost. If the grant funds are received, the cost of the PER and application preparation are eligible for reimbursement.

Legal Review:
Not required.

Recommended Action:
Council consideration to approve the Public Works Director to sign a Task Order with Lumos and Associates for the preparation of a Preliminary Engineering Report for a grant application with USDA RD in the not-to-exceed amount of $37,000 and a budget adjustment to the sewer fund as proposed.

Approved By: Ethan Aukee 7/18/2024
Approved By: Robin Picken 7/18/2024
Approved By: Deston Dishion 7/18/2024
Approved By:

CITY OF BISHOP

377 West Line Street - Bishop, California 93514
P. O. Box 1236 - Bishop, California 93515
City Hall 760-873-5863 Public Works 760-873-8458
Fax 760-873-4873

Lumos & Associates Task Order #1
for As Needed, On-Call Engineering and Surveying Services

Date: July 22, 2024
Consultant: Lumos & Associates
Contract No: Lumos TO 1
Project Title: City of Bishop USDA Simple PER for Disaster 22 Funds
Not to Exceed Fee: $37,000

A. PROJECT DESCRIPTION AND BACKGROUND INFORMATION

The City of Bishop (the City) serves the town of Bishop with wastewater collection, treatment, and disposal. The City's service area is in the Owens Valley, which is located in the Eastern Sierras of California. Unprecedented levels of snowfall in December 2022 in both the valley and the mountains, in addition to the melting of the extraordinary Sierra snowpack in 2023, resulted in abnormally high groundwater levels in the areas of the City's wastewater collection system and in pasture lands used for disposal of treated effluent. High groundwater has submerged portions of the City's collection system, which has caused excessive infiltration and inflow into the collection lines. This excessive amount of water has significantly increase flow to the City's wastewater treatment plant (WWTP). Given the significantly increased flow into the City's WWTP and effluent disposal areas, there is a potential for an emergency situation to occur if the Bishop area experiences near normal precipitation in the future.

To avert a potential emergency, the City has initiated efforts to identify areas where the City's collection lines are vulnerable to inflow and infiltration or otherwise were adversely impacted or damaged due to elevated groundwater. Lumos & Associates recommends that the City of Bishop complete a Simplified PER to provide a detailed project information, justification, scope, and schedule to help the City become eligible for the Calendar Year 2022 Disaster Water Grants Program from USDA Rural Development.

B. SCOPE OF SERVICES

Lumos anticipates the following scope of work:

Task 1 – Simplified Preliminary Engineering Report
Lumos & Associates will, in coordination with the City, prepare a Simplified PER in conformance with the USDA Rural Development's guidance under the Calendar Year 2022 Disaster Water Grants Program. Based on this guidance document, the following topics will be addressed in the Simple PER:

- Section 1: Project Planning
    a) Location Maps (assumed to be furnished by COB)
    b) Current Population (assumed to be furnished by COB)
    c) Median Household Income (assumed to be furnished by COB)
    d) Environmental
- Section 2: Existing Facilities
    a) Facility Layout Maps
    b) System Description
    c) Impact to Existing Facilities
- Section 3: Project Justification
    a) Identify the Federally Presidentially Declared Disaster that impacted the facility
    b) Describe the specific dates that the disaster event occurred
- Section 4: Proposed Project
    a) Scope of Work (Defined project locations and system segments, with explanations/justifications, assumed to be furnished by COB)
    b) Project Schedule
    c) Project Cost Estimates
- Section 5: Conclusions and Recommendations

It is our understanding that many of the report background items will be furnished directly by the City for incorporation into the report and this reduction in Lumos's effort is documented in the report sections above.

Task 2 – USDA Coordination and Funding Application Assistance

Lumos & Associates will attend coordination meetings with regulatory agencies, including the USDA. Attendance at City of Bishop Board Meetings is not anticipated or included in this task.

In addition to meetings, Lumos & Associates will assist with the funding application process through the USDA's website for submittal of the Simplified PER. Since the actual number of meetings required for this project and the amount of funding application assistance required cannot be determined at this time, we propose completing this task on a time and materials basis with an estimated task budget of

$3,500. We will not exceed this amount without prior written authorization from the City of Bishop.

C. ASSUMPTIONS AND PROVIDED DOCUMENTS

Lumos has made the following assumptions in preparation of this proposal:

- This Simplified PER does not include an environmental scan and review of potential environmental impacts.
- Full grant/funding applications, beyond the T&M application assistance in Task 2, are not included in this proposal but may be included under an amended scope of work.
- No permitting assistance is included in this proposal.
- Lumos will not be assisting in, nor providing camera work or a flow study of the City's collection system.
- The City's O&M staff will furnish actionable data for collection system problem areas

D. PROPOSED PROJECT SCHDULE

It is anticipated that Lumos can complete the proposed Simplified PER according to the following schedule once the requested data has been received from the City:

Deliverable	Weeks from Notice to Proceed
Draft Preliminary Engineering Report	6
Final Preliminary Engineering Report*	9

**Assuming review comments from the City of Bishop are received within 2 weeks of completion of draft Simplified PER.*

E. FEES

The tasks described in the Scope of Work will be completed for the following fees. Task 1 will be lump sum, while Task 2 will be time and materials.

Task	Description		Fee
Task 1	Simplified Preliminary Engineering Report		$33,500
Task 2	USDA Coordination, Board Meetings, and Funding Application Assistance	T&M (Estimated)	$3,500
		Total:	$37,000

F. CONTACT PERSON

City of Bishop	Consultant
Nora Gamino	Tim Russell
Director of Public Works	Engineering Director
760-873-8458	775-883-7077
ngamino@cityofbishop.ca.gov	trussell@LumosInc.com

IN WITNESS WHEREOF, this Task Order has been executed under the provisions of the As Needed, On-Call Civil Engineering Service Agreement between the City of Bishop and Lumos & Associates that was executed on July 1, 2023. By the signatures below, the parties hereto agree that all terms and conditions of this Task Order and previously agreed upon On-Call Service Agreement shall be in full force and effect.

_____ _____

Nora Gamino
Public Works Director
City of Bishop

Date

_____ _____

Tim Russell
Engineering Director
Lumos & Associates

Date

CITY OF BISHOP
DESIGN PROFESSIONAL SERVICE AGREEMENT FOR
AS NEEDED, ON-CALL CIVIL ENGINEERING AND SURVEYING SERVICES

THIS AGREEMENT, is made and effective July 1, 2023 between the City of Bishop, a municipal corporation ("Agency") and Lumos & Associates (“Consultant”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on July 1, 2023 and shall remain and continue in effect for three (3) years. The Agreement may be extended for one (1) year at a time, after the initial three (3) years, with a maximum Agreement term of five (5) years after commencement date, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

General Scope of Services. Consultant promises and agrees to furnish to Agency all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the Engineering and Surveying services necessary for the Project (“Services”). The Services are generally described in Exhibit “A”, Agency’s Request for Qualifications and Exhibit “B”, Consultant’s Statement of Qualifications, attached hereto and incorporated herein by reference, and which are stated in the proposal to Agency. The Services shall be more particularly described in the individual Task Order issued by Agency. No services shall be performed unless authorized by a fully executed Task Order. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3. PERFORMANCE

Consultant shall at all times perform all tasks described herein in accordance with generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. AGENCY MANAGEMENT

Agency’s Public Works Director shall represent Agency in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to

Be Performed or change the compensation due to Consultant. Agency's Manager shall be authorized to act on Agency's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by Agency Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency Manager and Consultant at the time Agency's written authorization is given to Consultant for the performance of said services. Agency Manager may approve additional work not to exceed ten percent (10%) of the amount of an individual Task Order, but in no event shall such sum exceed ten-thousand dollars ($10,000.00). Any additional work in excess of this amount shall be approved by the Governing Board.

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

(b) In the event this Agreement is terminated pursuant to this Section, Agency shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to Agency. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to Agency pursuant to Section 3.

7. DEFAULT OF CONSULTANT

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

(b) If Agency Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, or, if the nature of the cure is such that more than ten (10) days will be required to effect the cure, and Consultant has not commenced the cure within said ten (10) days, then the Agency shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

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

(b) Upon completion of, or in the event of termination or suspension of this Agreement, and upon payment of Consultant's invoices, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the Agency and may be used, reused, or otherwise disposed of by the Agency without the permission of the Consultant. Any re-use, or modification of Consultant's instruments of service without the Consultants participation shall be at the Agency's sole risk and Agency agrees to indemnify the Consultant from any claims arising out of the re-use or modification. With respect to computer files, Consultant shall make available to the Agency, at the Consultant's office and upon reasonable written request by the Agency, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. INDEMNITY AND DEFENSE

(a) Indemnification for Professional Services

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Agency and any and all of its officials, and employees ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's duty to indemnify shall include reimbursement of reasonable defense costs incurred by Agency in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, and if the parties cannot mutually agree on the percentage, the parties agree to mediation with a third party neutral to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the Agency.

(b) For All Other Liabilities

Notwithstanding the foregoing and without diminishing any rights of Agency under Section 9.A, for any liability, claim, demand, allegation against Agency arising out of, related to, or pertaining to any act or omission of Consultant, but which is not a design professional service, Consultant shall defend, indemnify, and hold harmless Agency, its officials, employees, and agents ("Indemnified Parties") from and against

any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the Agency, except for the sole or active negligence of, or willful misconduct of the Agency.

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit “D” attached to and part of this Agreement.

11. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the Agency a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither Agency nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the Agency. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against Agency, or bind Agency in any manner.

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

response does not imply or mean the right by Agency to control, direct, or rewrite said response.

16. NOTICES

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

To Agency:	City of Bishop P.O. Box 1236 Bishop, CA 93514 Attention: Agency Clerk
To Consultant:	Lumos & Associates 950 Sandhill Road, Suite 100 Reno, NV 89 Attention: Timothy Russell

17. ASSIGNMENT

Consultant has represented to Agency that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of Agency. In the event that AGENCY and Consultant cannot agree as to the substitution of key personnel, AGENCY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to AGENCY, or who are determined by the AGENCY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the AGENCY. The key personnel for performance of this Agreement are as follows:

Jonathan Lesperance, P.E, Camille Bueller P.E., Tim Russell P.E.

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of the Agency's Request for Qualifications, Exhibit "A" hereto and incorporated herein by this reference, and the contents of the Statement of Qualifications submitted by the Consultant, Exhibit "B" hereto. In the event of conflict, the requirements of Agency's Request for Qualifications and this Agreement shall take precedence over those contained in the Consultant's proposals.

22. AUTHORITY TO EXECUTE THIS AGREEMENT

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

23. LIMITATION OF LIABILITY; WAIVER OF CONSEQUENTIAL DAMAGES

The total amount of all claims the Agency may have against the Consultant under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees or $100,000. As the Agency's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Consultant and not against any of the Consultant's employees, officers or directors.

Neither the Agency nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of markets, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

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

CONSULTANT

By: _____
Timothy Russell, Director of Engineering

CITY OF BISHOP
A Municipal Corporation

By: _____
Jim Ellis, Mayor

ATTEST:

By: _____
Robin Picken, City Clerk

APPROVED AS TO FORM:

By: _____
Dean Pucci, City Attorney

Agenda Item: 15.E
Date of Meeting: July 22, 2024
Department: Legal

STAFF REPORT

To:	City Council
From:	Dean Pucci
Subject:	**Amendment to the City Administrator Employment Agreement**
Prepared On:	July 15, 2024
Attachments:	AMENDMENT One to City Administrator Agreement

Recommended Action:
Council consideration to approve the amendment to the City Administrator employment agreement as presented.

Approved By:
Approved By:
Approved By:
Approved By:

AMENDMENT #1
TO CITY OF BISHOP CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

This Amendment #1 to City of Bishop City Administrator Employment Agreement ("Amendment #1) is entered into on the ___ day of ____, 2024 ("Effective Date"), by and between the City of Bishop, a municipal corporation ("City") and Deston Dishion, an individual ("Employee"), in Bishop, California.

RECITALS

WHEREAS, Employee and City entered into the City of Bishop City Administrator Employment Agreement ("Agreement") effective April 12, 2022; and

WHEREAS, Employee's base salary is currently $14,066 per month and is currently set to increase to $14,629 effective July 1, 2024; and

WHEREAS, it is the desire of the City Council of the City to give a 5% salary increase to Employee effective July 1, 2024, so that Employee's salary will increase to $15,360 effective July 1, 2024;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Agreement, the parties mutually agree as follows:

1. On the Effective Date, paragraph 3.1 of the Agreement is hereby amended to read as follows: "3.1. Salary: A monthly salary of fifteen thousand three hundred sixty dollars ($15,360) to be paid in accordance with City's regular bi-weekly payroll."
2. All other terms and conditions of the Agreement remain the same.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #1 to be executed the date and year first above written.

Dated: _____ _____
Deston Dishion

Dated: _____ _____
Jose Garcia, Mayor

ATTEST: Approved as to Form:

_____ _____
Robin Picken, City Clerk Dean J. Pucci, City Attorney