



CITY OF BISHOP

CITY COUNCIL MEETING AGENDA

City Council Chambers - 301 West Line Street - Bishop, California

MONDAY, DECEMBER 9, 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** - 6:00 p.m. Monday, December 9, 2024
2. **MOMENT OF SILENCE** - As we begin tonight's meeting, please join me in a moment of silence for self-meditation, prayer, or reflection.

3. **PLEDGE OF ALLEGIANCE** - Councilmember Ellis will lead the pledge of allegiance.

4. **ROLL CALL**

5. **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.

6. **PRESENTATIONS**

A. **2024 Employee Service Awards** - Council will recognize eight city employees this year for their years of service. James Moffett for 20 years of service; Karey Poole, Daniel McElroy, and Waylon Cleland for 15 years of service; Cody Lawson and Jana Currie for 10 years of service; and David Scobie and Grant Zemel for 5 years of service.

[2024 Service Awardees](#)

7. **DEPARTMENT REPORTS**

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

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

[Fire Department Report - November 2024](#)

B. **Police Department Report - Police Chief Nate Derr**

[Police Department Report - November 2024](#)

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

[Public Works Department Report - November 2024](#)

D. **Community Services Department Report - Community Services Manager Daniel McElroy**

[Community Services Department Report - November 2024](#)

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

[Planning Department - November 2024](#)

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

[City Administrator Report - November 2024](#)

8. **COUNTY OF INYO UPDATE**

Prepared and presented by Second District Supervisor Jeff Griffiths.

9. **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. **2025 City of Bishop City Council, Planning Commission, and Parks and Recreation Commission Meetings**

Recommended Action: Council consideration to approve the 2025 City of Bishop City Council, Planning Commission, and Parks and Recreation Commission Meetings.

[2025 COUNCIL & COMMISSION MEETINGS](#)

B. **[Grant in Support Awards for Review/Approval](#)**

Recommended Action: Council consideration to award grants in support as recommended by the Grant in Support Ad Hoc Committee, pertaining specifically to the Eastside Student Center and Bishop Mule Days.

[2024-2025 Ad Hoc Committee Recommended Award List](#)

C. **[Budget Adjustment Request - Community Services \(Building and Grounds\)](#)**

Recommended Action: City Council to approve the proposed budget adjustment request to increase the budget for expense account 001-016-56029 in the amount of \$21,635.00.

[Bishop Heating and Air Conditioning Inc. Proposal](#)

[Sole Source Justification Finance Director](#)

[Quality Inyo Concrete Quote](#)

D. **[Fire Captain Job Description, Fire Captain Job Analysis, and Fiscal Year 2024-2025 Monthly Salary Schedule](#)**

Recommended Action: Council consideration to approve the Fire Captain Job Description, Fire Captain Job Analysis, and the related changes to the Fiscal Year 2024-2025 Monthly Salary Schedule as presented.

[FT Fire Captain Job Description 12 09 2024](#)

[FT Fire Captain JDEFA 12 09 2024](#)

[FY 2024-2025 Full Time Monthly Salary Schedule 12 09 2024](#)

E. **[Services Agreement Between the City of Bishop and the Bishop Area Chamber of Commerce & Visitors Bureau](#)**

Recommended Action: City Council consider approving the 2024-2025 Services Agreement with Bishop Area Chamber of Commerce and authorize the City Administrator to sign.

[City and Chamber Draft Agreement_FY 24-25](#)

F. **[Professional Service Agreement with Mammoth Lakes Housing](#)**

Recommended Action: Council consideration is requested to approve the agreement as presented, with a total amount not to exceed sixteen thousand six hundred nine dollars (\$16,609) over the 3-year term.

[PROFESSIONAL SERVICE AGREEMENT WITH MAMMOTH LAKES HOUSING](#)

[Archive_MLH Agreement_Long Term Monitoring Willow Plaza Apts](#)

[Archive_MLH Agreement_CDBG Grant 09-STBG-6407](#)

G. **[Building Permits Issued Report](#)**

Recommended Action: Council is requested to receive and file the attached Building Permits Issued Report for November 2024.

[Permit Issued Report - November 2024](#)

H. **[Planning Commission Meeting Cancellation Notice](#)**

Recommended Action: Council is requested to receive and file the attached Planning Commission Cancellation Notice

[November 26, 2024 - Cancellation Notice](#)

10. GENERAL MUNICIPAL ELECTION - OATH OF OFFICE AND REORGANIZATION

A. City of Bishop General Municipal Election Results

Recommended Action: Council will receive the results of the City of Bishop General Municipal Election as presented by County Clerk-Recorder & Registrar of Voters for Inyo County Danielle Sexton.

[November 5 2024 General Election City of Bishop - Statement of Votes Cast](#)

B. A Resolution Reciting the Fact of the General Municipal Election Held on November 5, 2024 and Declaring the Result and Such Other Matters as Provided by Law

Recommended Action: Council consideration to adopt the proposed resolution as presented.

[Resolution No. 2024-XX Declaring Results of Elections](#)

C. Oath of Office and Delivery of Certificates of Election

Recommended Action: The City Clerk will administer the oath of office and delivery of Certificates of Election to Dennis Freundt, Jose S. Garcia, and Karen M. Kong for the three City Council seats, and to Cheryl Underhill for the seat of City Treasurer who were all elected on November 5, 2024.

D. [Call for Selection of Mayor and Mayor Pro Tem](#)

Recommended Action: Pursuant to the City of Bishop City Council Standards and Procedures Manual Section 2.1, the City Administrator will conduct the election for Mayor. The newly-elected Mayor will then conduct the election for Mayor Pro Tem.

E. Discuss Mayoral Committee and Agency Appointments

Recommended Action: Council to review the 2024 Committee and Agency Assignments and discuss any changes to be made for the Committee and Agency Assignments for 2025. A motion is requested to approve any changes to the Committee and Agency Assignments for 2025, effective immediately.

[For Council Review - 2024 Council Committee & Agency Appointments](#)

11. PRESENTATIONS AND SHORT RECESS

A. COUNCIL PRESENTATIONS TO JIM ELLIS – Presentations will be made to outgoing Council Member Jim Ellis for his years of dedicated service to the City of Bishop.

12. FUTURE AGENDA ITEMS

13. COUNCIL AND COMMITTEE REPORTS

14. ADJOURNMENT

MEETING CANCELLED - Monday, December 23, 2024 at 6:00 p.m. Regular Meeting in the City Council Chambers

Monday, January 13, 2025 at 6:00 p.m. Regular Meeting in the City Council Chambers

Certificate of Achievement

Presented to

James Moffett

On Monday, December 9th, 2024 in recognition of your

20 Years of Service

with the City of Bishop.

*Congratulations on reaching this significant milestone in your career.
Your dedication to serving the City of Bishop is most appreciated.*



*Deston Dishion
City Administrator*



*Jose Garcia
Mayor*

Certificate of Achievement

Presented to

Karey Poole

On Monday, December 9th, 2024 in recognition of your

15 Years of Service

with the City of Bishop.

*Congratulations on reaching this significant milestone in your career.
Your dedication to serving the City of Bishop is most appreciated.*



*Deston Dishion
City Administrator*



*Jose Garcia
Mayor*

Certificate of Achievement

Presented to

Daniel McElroy

On Monday, December 9th, 2024 in recognition of your

15 Years of Service

with the City of Bishop.

*Congratulations on reaching this significant milestone in your career.
Your dedication to serving the City of Bishop is most appreciated.*



*Deston Dishion
City Administrator*



*Jose Garcia
Mayor*

Certificate of Achievement

Presented to

Waylon Cleland

On Monday, December 9th, 2024 in recognition of your

15 Years of Service

with the City of Bishop.

*Congratulations on reaching this significant milestone in your career.
Your dedication to serving the City of Bishop is most appreciated.*



*Deston Dishion
City Administrator*



*Jose Garcia
Mayor*

Certificate of Achievement

Presented to

Cody Lawson

On Monday, December 9th, 2024 in recognition of your

10 Years of Service

with the City of Bishop.

*Congratulations on reaching this significant milestone in your career.
Your dedication to serving the City of Bishop is most appreciated.*



*Deston Dishion
City Administrator*



*Jose Garcia
Mayor*

Certificate of Achievement

Presented to

Jana Currie

On Monday, December 9th, 2024 in recognition of your

10 Years of Service

with the City of Bishop.

*Congratulations on reaching this significant milestone in your career.
Your dedication to serving the City of Bishop is most appreciated.*



*Deston Dishion
City Administrator*



*Jose Garcia
Mayor*

Certificate of Achievement

Presented to

David Scobie

On Monday, December 9th, 2024 in recognition of your

5 Years of Service

with the City of Bishop.

*Congratulations on reaching this significant milestone in your career.
Your dedication to serving the City of Bishop is most appreciated.*



*Deston Dishion
City Administrator*



*Jose Garcia
Mayor*

Certificate of Achievement

Presented to

Grant Zemel

On Monday, December 9th, 2024 in recognition of your

5 Years of Service

with the City of Bishop.

*Congratulations on reaching this significant milestone in your career.
Your dedication to serving the City of Bishop is most appreciated.*



Deston Dishion
City Administrator





Jose Garcia
Mayor



FIRE DEPARTMENT REPORT NOVEMBER 2024

BECOME A VOLUNTEER FIREFIGHTER



PROTECT AND SERVE YOUR COMMUNITY

Bishop Fire Department is looking for dedicated and eager to learn individuals who want to be a part of a growing organization. Your service will make a difference.

BASIC REQUIREMENTS

- Must be 18 years of age or older
- Must pass BVFD's Physical Agility Test
- Complete an employee medical exam
- Complete a criminal history and background



WHAT WE DO

- Engage in structural, vehicle, and wildland firefighting
- Respond to medical emergencies and motor vehicle accidents
- Assist in a wide variety of hazmat emergencies and much more!



FOR MORE INFO,
PLEASE CONTACT
CHIEF BRET RUSSELL:
(760) 873-5485
OR STOP BY STATION 1
209 W LINE STREET
BISHOP, CA 93514



INFORMATION **PACKET**

DO YOU HAVE WHAT IT TAKES?



BISHOP FIRE DEPARTMENT

PROFESSIONALISM // RESPECT // INTEGRITY // DEDICATION // EXECUTION

WELCOME

Dear Applicant,

We welcome your application to join the Bishop Fire Department. The following Information Packet will provide you with instructions on how the application process works and what steps that you will need to take in order to complete the application process.

INTEGRITY IS PARAMOUNT

As I am sure you will agree, our organization is one in which integrity is paramount. Our reputation is directly related to the code of conduct displayed by each of our members. Our members deal directly with the public and it is important that they be concerned for the safety and welfare of the public at all times. Therefore, please be aware that we will thoroughly scrutinize the information that you provide on the membership application. We do this in an effort to provide the citizens of our city with individuals who will uphold the excellent reputation of the Bishop Fire Department.

**THANK YOU FOR YOUR INTEREST, AND WE LOOK FORWARD TO
YOU BECOMING A VALUABLE PART OF OUR CREW.**



SCAN HERE TO FILL OUT THE APPLICATION



WHAT TO EXPECT AS A FIREFIGHTER

**BEING AN EMERGENCY RESPONDER IS A REWARDING EXPERIENCE
AND AN EXTRAORDINARY WAY TO SERVE YOUR COMMUNITY.**

It takes compassion, dedication, sacrifice, leadership, and mental and physical stamina.

Being a firefighter is challenging, exciting, fun, and most of all, rewarding. Accomplishing huge tasks as a team brings a large sense of self satisfaction that keeps our members coming to the aid of others every day.

Firefighting is hazardous, and new members can expect that it will take some time to learn the trade. The first step to becoming involved is to come on down to the station and meet the crew. You will have the opportunity to watch our trainings, ask questions, and learn about who we are and what we do.

The next steps will be to fill out the application and waivers, take your physical agility test, and then an interview – if you are approved you'll go ahead and move forward. This is where your training begins. Initial education is a hybrid of on-line classes, lectures, hands-on drills, and on the job training. There's lots to learn, and this process takes close to a year.

KEEP IN MIND:

You can expect a range of calls to come in 24 hours a day, 7 days a week.

You will encounter stressors that include: car accidents, burn victims, deceased bodies, incidents involving children, being with people during their last moments, or witnessing difficult living situations.

There are outlets to support you when you need to talk about what you experienced.

Be prepared to see all walks of life; we are not here to judge people, we are here to help people on their worst day.





MINIMUM ELIGIBILITY REQUIREMENTS

**BEING A
FIREFIGHTER IS AN
AMAZING PRIVILEGE**
AND IT CAN ALSO BE
CHALLENGING

01

At least 18 years of age.

02

High school diploma or GED.

03

Valid driver's license.

04

Live within the limits of the Bishop Fire District.

05

Have lived within the Bishop Fire District for at least one (1) year.

06

Pass the physical agility test.

07

Must be able to think critically and solve complex problems during physical exertion in stressful, hazardous environments.

**Some exceptions may apply, per the fire chief's approval*



FREQUENTLY ASKED QUESTIONS

Q: Do I have to live in the volunteer department's district?

A: Yes. Some exceptions may apply, per the fire chief's approval, but in general you must live within the department's district.

Q: Are there ongoing training requirements after the initial training?

A: Yes. There is both mandatory and optional training provided year-round. BFD meets every Wednesday night from 7-9. See our upcoming events calendar for more information.

Q: What if I work during the day?

A: Many of our volunteers have full-time jobs yet still find it rewarding to serve the community as a firefighter. We are flexible with the time that you can commit, but a commitment is needed.

Q: On average how many calls does the department run a month?

A: We average 37 calls per month.

Q: What will the training and supplies cost me?

A: There is no cost to you. All necessary training, equipment, supplies and materials are paid for by the department.

Q: Do volunteers receive any sort of compensation?

A: Benefits are available to those who participate. There is a small stipend available for training and responses.

Q: What is the typical time commitment once I'm a trained volunteer?

A: Time requirements vary by need. Time commitment will depend on several factors, such as the number of calls, training, and community activities. As a new firefighter, there is a lot to learn. Expect to be busy for your first year.

ON-BOARDING PROCESS

STAGE 01

APPLICATION PERIOD

Come meet the crew, observe how the department operates.

STAGE 02

A one (1) year PROBATIONARY PERIOD

Complete a one (1) year probationary period where you will learn the foundations of being a firefighter while you finish your taskbook.

STAGE 03

FULL FIREFIGHTER STATUS

Probationary status removed, and the learning continues.



PHYSICAL AGILITY TEST

Firefighters must have the agility and physical strength to do prolonged and arduous work under adverse conditions. This test will be taken wearing a structure jacket, helmet, gloves, and air pack. You will have 10 minutes to complete this test. No running will be allowed - fire ground pace only.



WE WANT YOU TO SUCCEED.

The CPAT is designed to inform and prepare candidates for what duties they will encounter as a firefighter. Being a firefighter is a physically demanding job and extremely fulfilling. We want you to succeed. Before your test, you will be walked through each event and advised on how to complete each task. Candidates will be accompanied by a test proctor. You may ask any questions before and during each event, but please note, the time does not stop. Each event must be completed exactly as prescribed and within the allotted time in order to pass the test.

01

Ladder

Pick up 14 foot ladder, carry (shoulder or suitcase) it to the designated spot, perform a single person ladder raise and stabilize the ladder against the building. Once stabilized, you may proceed to the next event.

02

Tool Carry

Pick up one tool in each hand and begin walking the designated course. At the end, place the tools back on the ground and proceed to the next event.

03

Stair Ascent with Apartment Pack

Pick up the apartment pack and place over your shoulder. Begin walking up to the third story of the tower. One hand must be on the rail at all times. You may skip steps on the way up. Once at the third story window place the apartment pack in the designated spot and proceed to the next event.

04

Hose Aloft

Grab the rope at the window and begin pulling up the hose. Bring the rolled hose into the window and touch it to the ground. Once completed, you must lower the rolled hose back to the ground level. You may not allow the rope to slide through your hands. Once on the ground, you may proceed to the next event.

05

Stair Descent with Apartment Pack

Pick up the apartment pack, place over your shoulder and begin walking back down the stairs. One hand must be on the rail at all times. You may not skip any steps. Once at the bottom place the apartment pack in the designated spot and proceed to the next event.

06

Charged Line

Pick up the charged line, open the bale, knock off the ball on the first cone. Close the bale, drag the charged line to the first cone, repeat procedure knocking off the ball on the second cone. Once the second ball has been knocked off, set down the line and proceed to the next event.

07

Tire Strike

Pick up the sledgehammer and begin striking the tire - 20 times. You must re-set after each strike. If you "half-strike" or miss the tire, that strike will not be counted. The proctor will count your reps out loud. Once you hit your 20th strike, the test is complete.





NEED TO KNOW

OBSERVATION PERIOD

Gear, pagers, and training will be provided once you become a member.

The Bishop Fire Department is an equal opportunity employer and will not discriminate against any applicant due to age, race, sex, religion, and national origin or due to nonmerit factors.

EXPECTATIONS

DURING THIS PERIOD YOU ARE EXPECTED TO:

- Attend trainings.
- Be an observer to the Bishop Fire Department activities and requirements.
- Ask questions and be interactive.

RESTRICTIONS

DURING THIS PERIOD YOU ARE NOT ALLOWED TO:

- respond to calls.
- be unattended at the station.

TRAINING SCHEDULE

FOLLOWING IS OUR TRAINING SCHEDULE.
SUBJECT TO CHANGE.

EVERY WEDNESDAY *Training*

**3RD TUESDAY
OF THE MONTH** *Work Night*

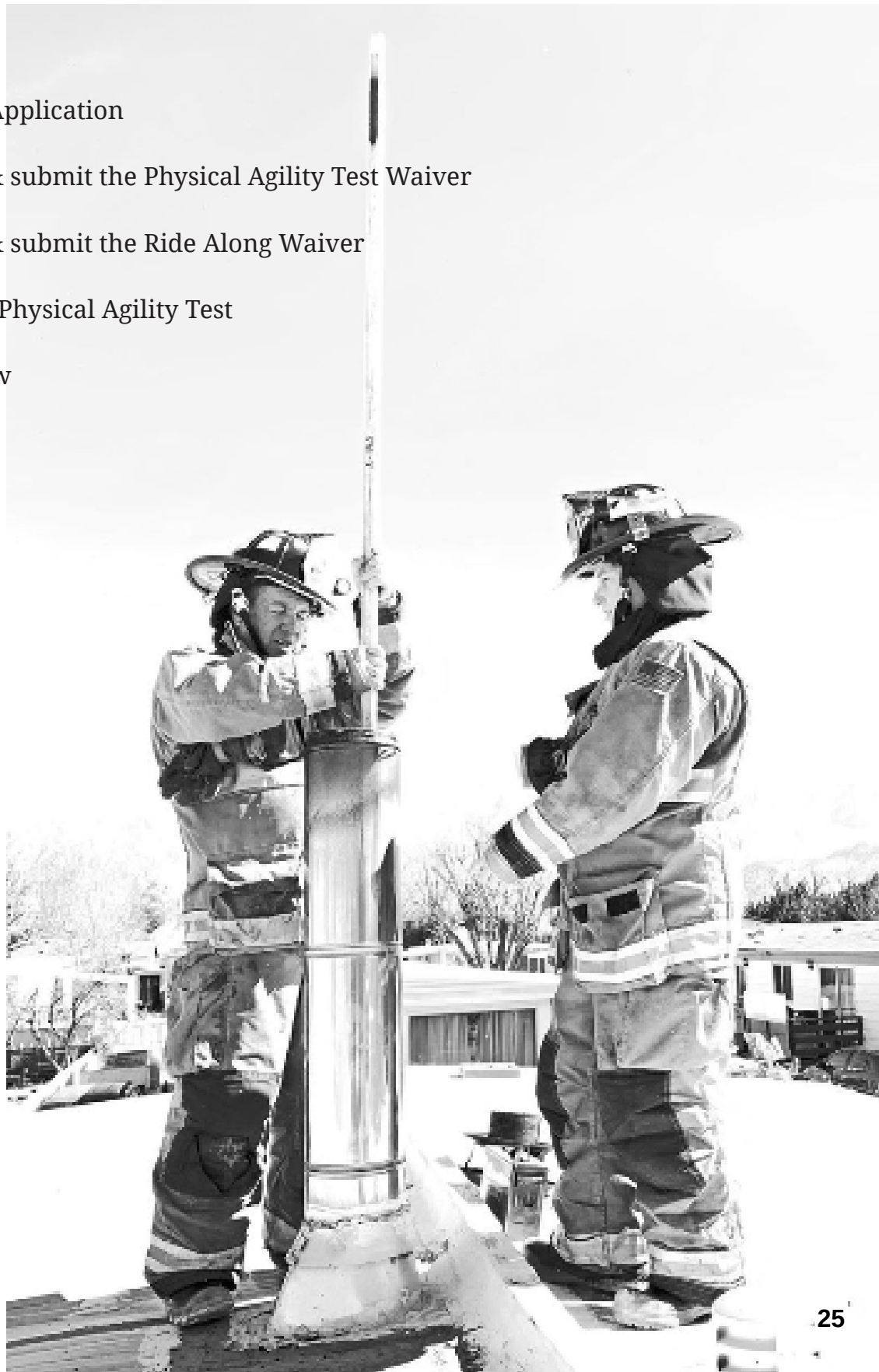
NOTE OF EXCEPTION:
If there is a 5th wednesday within the month, no training will be held.

NEXT STEPS

CHECKLIST

TASK

- ☐ Submit Application
- ☐ Fill out & submit the Physical Agility Test Waiver
- ☐ Fill out & submit the Ride Along Waiver
- ☐ Pass the Physical Agility Test
- ☐ Interview



BISHOP FIRE DEPARTMENT



NEW FIREFIGHTER HANDBOOK

Pride – Respect – Integrity – Discipline – Excellence



The Purpose Of This Handbook

Congratulations, you have been selected to join the ranks of the Bishop Fire Department.

This book is designed to provide you with information and to serve as a road map while integrating into the department. It will provide accountability in tracking your progress through your probationary period.

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BRET RUSSELL

Fire Chief

Bishop Fire Department

Welcome to the Bishop Fire Department.

As Fire Chief, it is with great pride and a sense of duty that I extend a warm welcome to you, the newest member of our elite department. You have chosen to embark on a journey that embodies the essence of service, courage, and unwavering commitment to our community. The responsibilities that lie ahead are demanding, yet they are met with the promise of fulfillment and the opportunity to make a meaningful impact.

Within these pages, you will find a comprehensive guide designed to facilitate your integration into our ranks. This handbook serves as more than just a repository of information; it is a road map crafted to provide you with the necessary tools, insights, and support as you navigate the challenges and opportunities inherent in your role as a firefighter.

As you embark on this journey, remember that you are not alone. Our department prides itself on the spirit of camaraderie, teamwork, and mutual respect that defines us. You will find mentors, colleagues, and leaders ready to offer guidance, support, and encouragement at every step of your journey. Together, we form a tight-knit community united by a shared purpose: to protect and serve with unwavering dedication and professionalism.

Once again, welcome to the Bishop Fire Department. May your dedication, passion, and commitment to excellence ignite the flame of service within you.

Sincerely,

A handwritten signature in black ink, consisting of stylized letters that appear to be 'BR'.

Bret Russell
Bishop Fire Chief

Meet The Officers



STEVE LINDEMANN

Battalion Chief
Joined in 1992



DON WOMACK

Fire Captain
Joined in 1993



BRIAN SIMPSON

Fire Captain
Joined in 2005



ADAM MARCELLIN

Fire Captain
Joined in 2007



JIM REYNOLDS

Fire Captain
Joined in 2011



HECTOR MARTINEZ

Fire Captain
Joined in 2013

Company Overview



City & District Partners in Protection

The Bishop Fire Department is composed of the Bishop Rural Fire Protection District and the City of Bishop operating as one organization through a joint powers agreement. Providing fire protection and other emergency services in the Bishop area. The Bishop Fire Department also serves the Bishop Paiute Reservation under contract with the Tribe. The area that we serve encompasses the City of Bishop, the Bishop Paiute Reservation, and the entire greater Bishop Area.

Our Focus

Safety, wellness of our firefighters, and professionalism. Everything we do begins with safety. From health and wellness of our firefighters to responding fire apparatus down to fire suppression activities and everything in-between. Our focus is to respond in an efficient and safe manner to all emergencies, providing effective intervention, community risk reduction, public outreach, and community education.

Our Mission

To deliver the best 911 hazard mitigation service possible to our community. To provide highly trained all-hazard fire and emergency services in order to prevent, protect against, mitigate, respond to, and support recovery efforts within Bishop and surrounding communities with the highest level of customer service through excellence in fire prevention, public education, training, response.

Statement to Each Other

As the community and district that we serve is beyond dynamic with hard to reach areas without hydrants, extreme mountainous winds and weather, and limited resources both local government and mutual aid. It is imperative that we work together, to strive with continuous ambition to become masters of our craft. We must always seek out personal and professional development while working to be at the cutting edge of our profession.

OUR VALUES

01

Conduct

The fire service has a tradition of putting the common good before the individual good. Firefighters are expected to conduct themselves in a way that demonstrates honesty, integrity, and respect. We at Bishop Fire expect ALL firefighters to be honest and truthful, report dishonest acts, be respectful and safety-conscious, avoid conflicts of interest, be tactful and patient, avoid at all cost harassment, intimidation, bullying, violent and criminal behavior. The Bishop Fire Department strives to treat ALL PEOPLE with dignity, courtesy and respect.

02

Safety

The Firefighters job is one of the most hazardous of all occupations. Safety is integrated within our departments culture. You must be assertive and advocate for safe practices. If you believe something is wrong or are uncomfortable with a task or assignment, be prepared to speak up. Over confidence, resignation, complacency, or impulsive behaviors are sure to cause task failure or harm.

03

Teamwork

Teamwork is essential in the fire service because it ensures the safety of firefighters and the community they serve. Firefighters must work together to battle fires, rescue people, and communicate potential hazards. When lives are at stake, teamwork is critical because firefighters must trust and rely on each other to complete their assigned tasks.

04

Adaptability / Flexibility

Adaptability/flexibility allows firefighters to alter a course of action based on new information, maintain constructive behavior under pressure and adapt to internal (body) and external (e.g., fire behavior, new assignment and crew experience levels) changes that occur on and off the fire ground.

05

Professionalism

Professionalism in the fire service is a demonstration of performance with integrity, trustworthiness, and high ethical standards. It's not a reflection of pay status. The core values of the fire service are trust, honor, and ethics. This profession demands capable firefighters deliver service effectively and with compassion in a manner that positively reflects on their personnel, their agency, and the best traditions of the fire service.

Fire Department History

The Bishop Fire Department was formally established on July 11, 1893, when the Inyo County Board of Supervisors appointed J.L. Bowland, John Black, and H.N. Gunter as Fire Commissioners. Initial efforts in fire protection were minimal until Bishop's incorporation in 1903. Shortly after, a \$44,000 bond was approved to fund a water and drainage system.

In 1912, the Bishop Volunteer Fire Department was officially organized, with Les Horton as its first Fire Chief. The department's early equipment included manually operated two-wheel hose carts, which were later upgraded to a 1912 Pope-Hartford Fire Truck and subsequently a Model T Ford.

Significant developments in the mid-20th century included the acquisition of Engine No. 1 in 1932 and various improvements funded through community donations. The creation of the Bishop County Rural Fire District in 1948 expanded the department's service area.

Today, the Bishop Fire Department operates with a modern fleet continuing its commitment to community safety and effective fire protection.





Bishop Volunteer Fire Department — Circa 1910
This location was in the first block of East Line Street on the north side of the street.

Department Overview

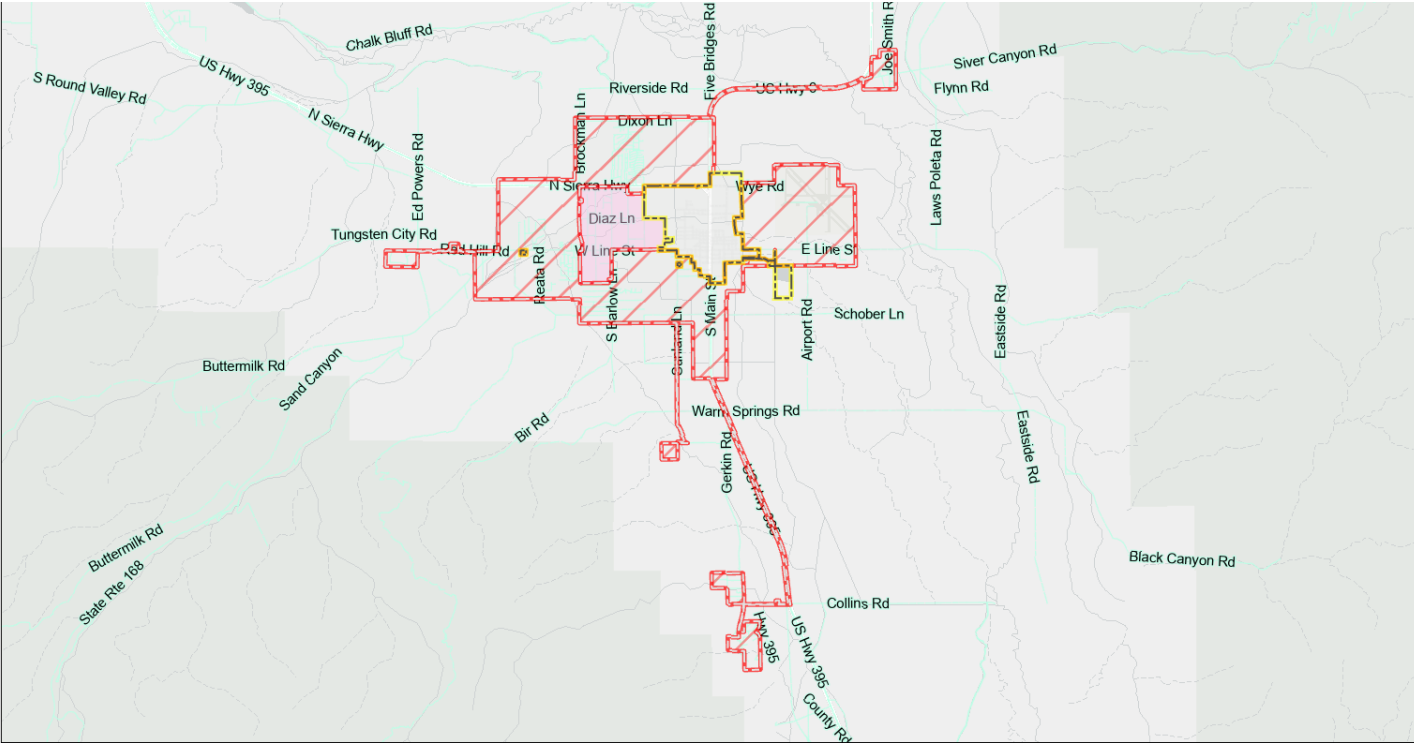
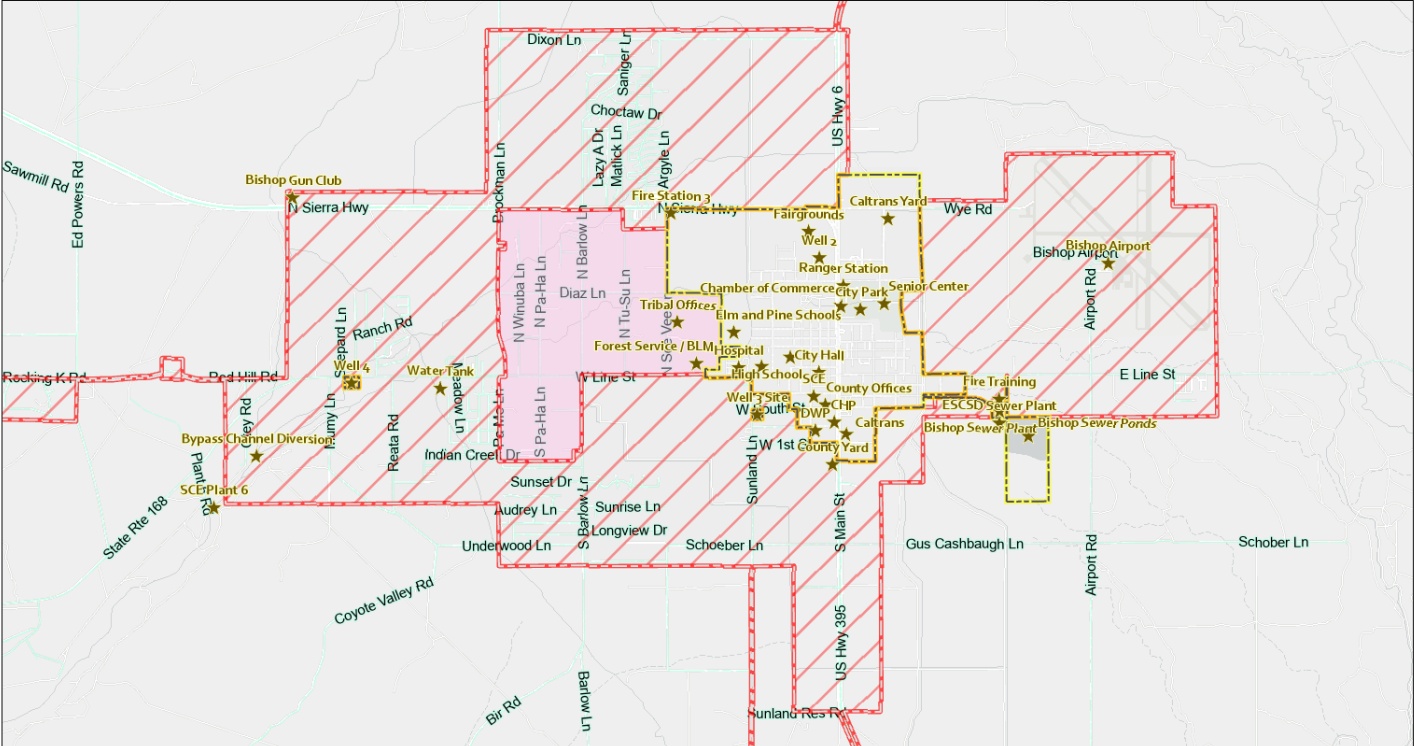
Overview

The Bishop Fire Department's sphere of influence and response area encompasses roughly 230 square miles. The boundary lines are from the northern border of Inyo County, down to Keough's Hot Springs Rd in the south, to the base of the Eastern Sierra in the west and to the base of the White Mountains in the east. We protect 12,000 permanent residents and approximately 400,000 tourists annually.

BFD is a class 4 rated fire department with a mission to protect life, property and the natural environment. We respond to an average of 450 calls a year that can vary from medical aids to wildland incidents and everything in between. We have to be multifaceted in our skills and training to be able to safely mitigate the hazards that present when a 911 call comes in.

Fire Protection Target Hazards and Critical Infrastructure

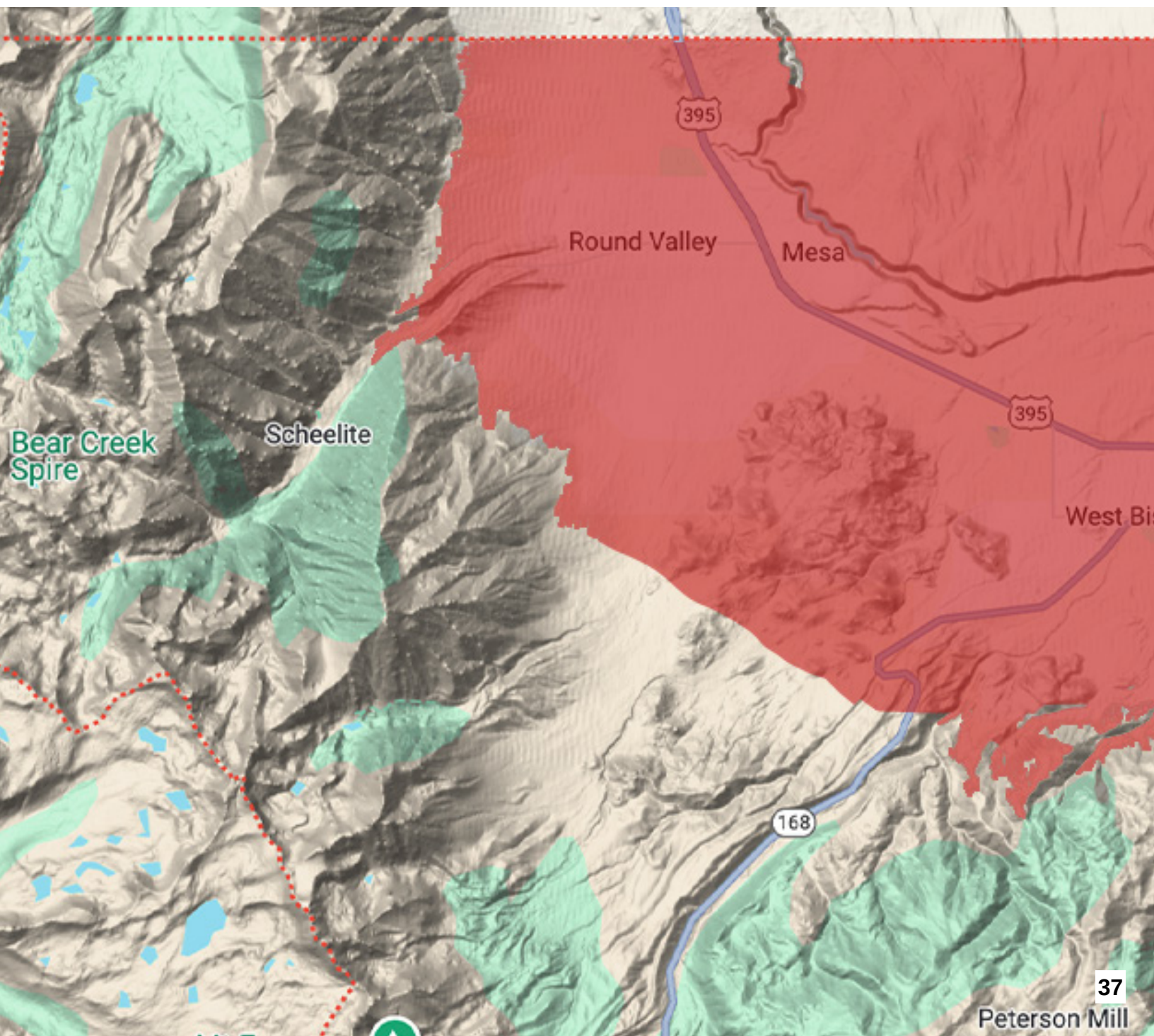
- Los Angeles Department of Water & Power administration and operation buildings, canals, waterways, aqueducts, Pleasant Valley Dam. All of which are critical in powering Los Angeles County and the greater Southern California area.
- Multiple District 9 Cal-trans administration and operation buildings
- Multiple Southern California Edison administration and operation buildings, power plants
- CHP Dispatch Center
- Bishop PD Dispatch Center
- Education centers from preschools up to the college campus
- Bishop City Hall
- Inyo Forest Service Dispatch and administration building
- Multiple Propane storage facilities that supply Inyo and Mono Counties
- Inyo County Administration building that includes the DA, and DA investigators.
- Northern Inyo Hospital (1 of only 2 hospitals for all of Inyo County) with 25 patient beds
- Multiple grocery stores that supply not only Bishop, but a large surrounding area of rural communities
- Waste Water Treatment plant
- Water wells (3) that provide potable water for the City of Bishop
- Multiple Cattle ranches and alfalfa farms
- Commercial Airport
- Multiple fuel stations
- Eastern Sierra Transit Authority facility that houses public transportation
- CA Department of Fish & Wildlife Bishop California is located at the junction of US HWY 395 and US HWY 6, a major corridor for essential road freight, transportation and travel.



9/11/2024, 10:18:24 AM
City Limit
Bishop Fire
Bishop Reservation
Street Centerlines
Inyo County Roads

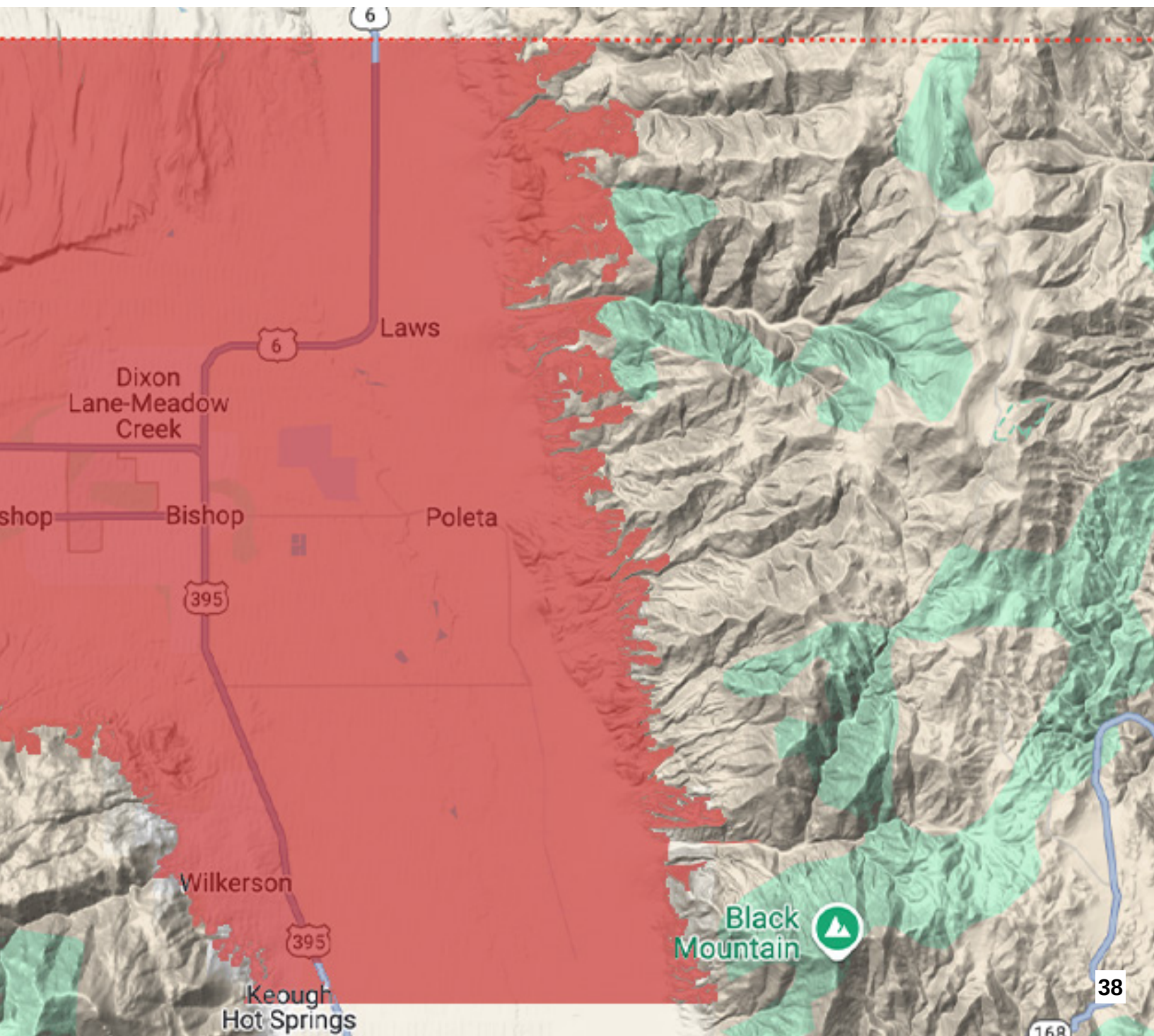
1:88,418
0 1 2 4 mi
0 1.75 3.5 7 km
Fresno County Dept. PWP, California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc., METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA, USFWS

Installation Layout - fire demand zones



Learn The Area

Familiarize yourself with your community and Bishop Fire's jurisdictional boundaries and sphere of influence. Learn where each fire station is located and what apparatus are assigned there. Learn the different target hazards, buildings, landmarks, wildland urban interface areas and the different rangelands we have in the area.



Fire Department Stations



Station One

209 W. Line Street, Bishop, CA 93514
760-873-5485

Apparatus stationed here:

- Squad 8
- Engine 2
- Rescue 10
- Engine 1
- Engine 3
- Water Tender 14
- Water Tender 9
- Support 1



Station Three

2190 North Sierra Highway Bishop, California 93514
760-873-5327

Apparatus stationed here:

- Ladder 3
- Engine 4
- Water Tender 6



Station Two

3206 West Line St, Bishop, California 93514
760-873-3998

Apparatus stationed here:

- Engine 5
- Engine 7
- Water Tender 12
- R 1



Training Facility

960 Poleta Road, Bishop, California 93514
760-873-3745

Fire Department Personnel

The Department

The Bishop Fire Department is comprised of approximately 40 personnel who are dedicated to protecting life, property and the environment through direct involvement in fire prevention, firefighting, emergency medical care, technical rescue, hazardous materials mitigation, disaster response, public education and community service.



Fire Suppression Ranks

- Chief
- Battalion Chief
- Captain
- Engineer
- Driver/Operator
- Firefighter
- Probationary Firefighter

Prevention Division

- Chief
- Fire Prevention Officer

Support Personnel

- Chief
- Administrative Officer

Customs and Courtesies of a New Firefighter

As a new employee in this organization, you are under the microscope and are being evaluated by other members of the organization. Members on the department will ask your crew, “how’s your new firefighter?” It will be in your hands how your crew answers this question. Reputation is key! The impression you make today could follow you for the rest of your time here on the department.



You are now an Ambassador

Introduce yourself and be polite to EVERYONE you meet, whether they are in uniform or not. You are an ambassador of our organization.

Learn Your Equipment

As fast as possible become skilled at donning and doffing your PPE and SCBA. The fire house is open 24 hours a day — This is now your home. Come in and train as much as possible. Ask for help. Ask Questions.

There is nothing worse than showing up on scene and not knowing where a piece of equipment is. Know where it is at before the call goes out. You are now on the department, this is your home, spend time here learning where everything is.

Take Pride in Your Department

This is your home, treat it as such. Take initiative, keep it clean, keep it organized. See something that needs to be done? Do it! Is the trash full? Take it out! Is the truck dirty? Clean it! It takes teamwork!



We Want You to Be Successful

We want to see growth in our firefighters, not only on scene but also in their personal lives. As a member of our team take the opportunity to get involved in continuing education, advanced skill development, leadership training, and learn new technologies and tactics. Essentially, firefighters who are constantly learning and improving their skills to effectively handle evolving fire situations will also see growth in their personal lives and overall allow them to better serve our community.

Your biggest resource in becoming the best firefighter you can be is... your fellow firefighters!

Listen

As a new firefighter you have two ears and one mouth. Listen twice as much as you speak.

Ask Questions

Asking questions is the fastest way to gaining knowledge. Don't ever be afraid to ask questions. There are no dumb questions.

Get to Know the Crew

We have a lot of different personalities. Starting with your officers, take the time to get to know them and their expectations responding to emergencies.

What To Expect

What You Can Expect From Us

As a probationary firefighter you can expect the senior firefighters to: act as mentors, provide guidance, answer questions, teach you firehouse procedures, supervise your work, and help you learn the ropes of the job. This includes proper techniques and safety protocols, while ensuring you meet the department's expectations during your probationary period.

What We Expect From You

You are expected to respond to calls, go to trainings, clean equipment, perform firefighting tasks, keep the stations clean and organized, be a team player, be physically and mentally fit, be respectful, ask questions and train!

Probationary Procedure

1. Issued Gear

See end of packet for full list of issued gear.

2. Finish Online Classes

This should be done within the first three months. You must have this training completed to respond on any wildland apparatus.

3. Skills

You will be required to complete mandatory skills testing laid out in the following pages. All skills tests must be signed off by an officer or a Chief designated evaluator. You will have three chances to get each of your skills signed off as completed. At the completion of the task book, you will be required to demonstrate the necessary skills you have learned to your respective Training Officer. Prior to testing, it is highly encouraged to practice, practice, practice! Your fellow firefighters and officers are more than willing to train with you.

3 Month Skills

These skills and training are vital to not only your success but to the overall success to the entire department. Within this packet you have been assigned SCBA and PPE, Hydrant, Pre-connect, Live Fire, Wildland online and hands-on training.

6 Month Skills

Now the skills are becoming more intricate for more intricate fires. These are the next level skills for fire, rescue, and hazard mitigation. Expect attack hose lay, ladders, and apartment pack hose lay drills.

1 Year Probationary Review & Testing

There will be a final testing to ensure full comprehension of skills. Probation status is up for review and if you do not have this packet complete the probationary status will be extended out. Also you must demonstrate a successful 90 second SCBA drill.

Online Classes - Wildland

Welcome to the Bishop basic wildland fire training program. To complete this training you will need to successfully navigate several steps to complete the National Wildfire Coordinating Group (NWCG) on-line training program. You must complete these classes class in order to respond on our wildland apparatus (Engine's 3 & 4).

The following has been created to assist you through this process.

01

Apply for a FEMA SID (Student Identification Number)

1. Go to the FEMA Student Identification (SID) System at <https://cdp.dhs.gov/femasid/#intro>
2. Click "Register for a FEMA SID"
3. Fill out the application and make sure to write down your FEMA SID and log-in info or password and keep somewhere safe! Your phone, you can email it to yourself or me, screenshot it, just don't lose it!
4. Thru FEMA, you will have to take 2 online classes, **ICS 100 & 700**, you can find them on the FEMA website here: <https://training.fema.gov/nims/>
5. After every class, print or send the administrative assistant a picture of the certificate so they can keep on file.

Once you have your FEMA SID, you will then need to go to another website to register for an NFA login to take the wildland classes (L-180, S-130, S-190)

02

National Incident Management

1. Go to <https://nfa-hcm03.ns2cloud.com/learning/user/selfRegisterInit.do>
2. Register Below, complete all the info. You will need your FEMA SID for this. The Security domain is USFA (the only option), the Organizational Information will be:
Bishop Fire Department, 209 W. Line Street, Bishop, CA 93514
3. Once submitted, it may take a few hours to register on their end.
4. SAVE YOUR NFA LOGIN somewhere safe too. The login will usually be the initials of your name (First, Middle, Last) plus a two digit number.
5. Once you're able to log into NFA, you will have to search for the classes (**L-180, S-130, S-190**) and add them to your queue.
6. After every class, print or send the administrative assistant a picture of the certificate so they can keep on file.

3 Month Requirements

To get on a truck you must complete these tasks. If you do not finish this within 3 months your 1 year probation will be extended. There are physical skills you must demonstrate as well as a portion of online training.

Task	Date	Evaluators Signature
------	------	----------------------

SKILL SHEETS

☐

SCBA

☐

Hydrant

☐

Pre-connect

☐

Wildland Mobile Attack

☐

Wildland Progressive Hoselay

HANDS-ON TRAINING

☐

TRAINING: Live Fire

Classroom. Fire Behavior. Synthetic smoke. Real fire.

☐

Wildland Hands on Training

Cutting line, Hose Lay, Shelter training

Course**Date Completed****Admin Signature****ONLINE TRAINING - WILDLAND**☐**L-180**

Human Factors in the Wildland Fire Service

☐**S-130**

Firefighter Training (Blended) 2008

☐**S-190**

Introduction to Wildland Fire Behavior (Online) 2008

☐**ICS-100**

Introduction to the Incident Command System

☐**ICS-700**

NIMS, an Introduction



3-1: Inspect SCBA

DIRECTIONS: This test is to ensure that you are proficient in donning and doffing your SCBA. When you hear the command “pack up” begin the test.

Performance Measures

The candidate must complete all steps (100%) to receive a passing score.

Task	Pass	Fail
Identify and explain the following components of SCBA:		
Backpack and Harness Assembly		
Cylinder		
Cylinder Valve Assembly		
Pressure Reducer		
Universal Air Connection		
Mast Mounted Regulator		
Heads-Up Display		
Sensor Module / PASS		
Face Mask		
Dual Emergency Breathing Support System		
Donning of SCBA and manual activation of PASS -Within 60 seconds -Starting in full PPE - No exposed skin		
Doffing SCBA Correctly		
Replace cylinder and return to in-service mode		

Evaluation Results

The candidate must complete all steps (100%) to receive a passing score.

Student Signature

Evaluator Signature

Date



BISHOP VOLUNTEER FIRE DEPARTMENT

FIREFIGHTER TESTING

3-2: SUPPLY HOSE LAY - FORWARD LAY

DIRECTIONS: This test is to ensure that you are proficient in securing a water source from a fire hydrant. When you hear the command "Secure the hydrant" begin the test.

Performance Measures

The candidate must complete all steps (100%) to receive a passing score.

Task	Pass	Fail
Firefighter repeats order, dismounts and proceeds to tailboard		
Pull LDH		
Wrap hydrant		
Anchor hose and order apparatus away		
Flush hydrant		
Unwrap LDH		
Connect LDH to hydrant		
Wait for command to charge LDH - visual or audio command		
Charge hydrant		
Return to apparatus		

Critical Criteria	Pass
Lack of all Personal Protective Equipment	
Placing self between hose and apparatus during pay out	
Charging hydrant before signaled	

Evaluation Results

The candidate must complete all steps (100%) to receive a passing score.

Student Signature

Evaluator Signature

Date



BISHOP VOLUNTEER FIRE DEPARTMENT
FIREFIGHTER TESTING

3-3: ATTACK HOSE LAY - UNOBSTRUCTED METHOD

DIRECTIONS: This test is to ensure that you are proficient in pulling a 1 ½ Pre-Connect for fire attack utilizing the unobstructed method. When you hear the command "pull the pre-connect" begin the test.

Performance Measures

The candidate must complete all steps (100%) to receive a passing score.

Task	Pass	Fail
Access pull loops		
Access nozzle		
Position nozzle		
Advance transverse preconnect		
Drop first loop		
Drop second loop		
Ensure bail is closed - signal for water - be fire ready		
Bleed out the air - 90 degree fire pattern		

Critical Criteria	Pass
Lack of all Personal Protective Equipment	
Yell "Hose" before removing hose from apparatus	

Evaluation Results

The candidate must complete all steps (100%) to receive a passing score.

Student Signature

Evaluator Signature

Date



BISHOP VOLUNTEER FIRE DEPARTMENT
FIREFIGHTER TESTING

3-4: WILDLAND MOBILE ATTACK

DIRECTIONS: This test is to ensure that you are proficient in performing a mobile attack on a wildland fire. When you hear the command “prepare for mobile attack” and you hear the airbrakes activate begin your test.

Performance Measures

The candidate must complete all steps (100%) to receive a passing score.

Task	Pass	Fail
Firefighter repeats order and extends hose from vehicle - Start or make a safe anchor point		
Begin mobile pumping - Complete a continuous wet line around the fire perimeter		
Communications - Demonstrate proper hand signals - produce for limited visibility situations		

Critical Criteria	Pass
Lack of all Personal Protective Equipment	
Failure to maintain an approximate 45' angle to the engine	
Failure to watch hose with regard to tire position causing damage to hose or engine	

Evaluation Results

The candidate must complete all steps (100%) to receive a passing score.

Student Signature

Evaluator Signature

Date



BISHOP VOLUNTEER FIRE DEPARTMENT

FIREFIGHTER TESTING

3-5: WILDLAND PROGRESSIVE HOSE LAY

DIRECTIONS: This test is to ensure that you are proficient in a progressive hose lay. When you hear the command “prepare for a progressive hose lay” and you hear the airbrakes activate begin your test.

Performance Measures

The candidate must complete all steps (100%) to receive a passing score.

Task	Pass	Fail
Firefighter repeats order, and dismounts		
Don wildland hose packs, grab a t, and a 1 inch roll		
Extend pre-connect - Use either drop and drag method or roll out method		
Apply hose clamp - Make sure to yell “clamp”		
Connect the new hose section - Use “water one” and “water two”		
Charge new section of hose - Yell “water coming”		
Advance hose lay		
Repeats steps 4-8 until a min of 400 feet has to be extended		

Critical Criteria	Pass
Lack of all Personal Protective Equipment	
Advances the hoseline without water at the nozzle	
Charging hose lay before connection is complete	

Evaluation Results

The candidate must complete all steps (100%) to receive a passing score.

Student Signature

Evaluator Signature

Date

6 Month Requirements

If you do not finish this within 6 months your 1 year probation will be extended.

Skills

Task	Date	Evaluators Signature
☐ Attack Hoselay 2 1/2 in-service		
☐ Ladders One firefighter beam raise		
☐ Attack Hoselay - Apartment Pack 2 1/2 to apartment pack		



BISHOP VOLUNTEER FIRE DEPARTMENT
FIREFIGHTER TESTING

6-1: ATTACK HOSE LAY - 2^{1/2} IN-SERVICE

DIRECTIONS: This test is to ensure that you are proficient in establishing an attack line with large hose for both direct fire attack and for an exposure line. When you hear the command “pull the 2 ½ begin your test.

Performance Measures

The candidate must complete all steps (100%) to receive a passing score.

Task	Pass	Fail
Firefighter(s) repeats order, dismounts and proceeds to tailboard		
Place nozzle at chest & make it to objective		
Runbacks - unbed & flake hose		
“Q” the line		
Call for water		
Bleed the line		

Critical Criteria	Pass
Lack of all Personal Protective Equipment	
Yell “Hose” before removing hose from apparatus	

Evaluation Results

The candidate must complete all steps (100%) to receive a passing score.

Student Signature

Evaluator Signature

Date



6-2: LADDERS 14'-18' STRAIGHT LADDER

One Firefighter Beam Raise

DIRECTIONS: This test is to ensure that you are proficient with throwing ladders. When you hear the command "Ladder the Building" begin your test.

Performance Measures

The candidate must complete all steps (100%) to receive a passing score.

Task	Pass	Fail
Beam ladder		
Pick up ladder		
Carry ladder		
Raise ladder		
Pivot ladder		
Check climbing angle (adjust when appropriate)		
Remove ladder by reversing procedure		

Critical Criteria	Pass
Lack of all Personal Protective Equipment	
Losing control of ladder *automatic failure*	
Improper hand placement (correct on rungs or beams as appropriate)	
Improper foot placement (correct footing)	
Voice appropriate commands and/or warnings (when appropriate)	
Improper ergonomic techniques (bending over, lifting with back not legs)	
Observing for overhead obstructions	

Evaluation Results

The candidate must complete all steps (100%) to receive a passing score.

Student Signature

Evaluator Signature

Date



BISHOP VOLUNTEER FIRE DEPARTMENT
FIREFIGHTER TESTING

6-3: ATTACK HOSE LAY - 2^{1/2} TO APARTMENT PACK

DIRECTIONS: This test is to ensure that you are proficient in pulling a 2 ½ hose and add the apartment pack to the 2 ½ for hard-to-reach areas and for hose extension that will take more than 200ft to reach.

Performance Measures

The candidate must complete all steps (100%) to receive a passing score.

Task	Pass	Fail
Firefighter repeats order, dismounts and proceeds to 2 ^{1/2} hose		
Pull 2 ^{1/2} hose to objective point		
Access hose needs		
Return to apparatus and collect apartment pack		
Place apartment pack at end of 2.5 and hook up		
Flake out hose and call for water		

Critical Criteria	Pass
Lack of all Personal Protective Equipment	
Yell "Hose" before removing hose from apparatus	
Properly flake out hose	

Evaluation Results

The candidate must complete all steps (100%) to receive a passing score.

Student Signature

Evaluator Signature

Date

1 Year Requirements

If you do not finish this your 1 year probation will be extended.

Skills Testing

Task	Date	Evaluators Signature
------	------	----------------------

☐

Skills Demonstration

final testing to ensure full comprehension of skills

☐

90 Second SCBA Drill

Don turnouts and go on air within 90 seconds

Ending Employment

Termination

Reasons that a member could be terminated from the Bishop Fire Department, but are not limited to:

Excessive Absenteeism

If a member is consistently absent from fire calls and trainings without proper communication.

Insubordination

Inability to follow orders and chain of command.

Misconduct

Dishonest, lying, theft, fraud.

Inappropriate/Disrespectful Behavior

Abusive or degrading language, bullying, intimidation, unwanted body exposure, harassment, discrimination, fire house or fire scene "horseplay," etc.

Intentional Damage or Theft to Department Property

Improper use of department property that results in damage. Taking department or co-workers property without consent.

Use of Illegal Substances or alcohol

Using alcohol or drugs while on a fire call or on fire department property. Use of illegal substances while off duty.

Department Policy Violations Violating any of the department policies and procedures.

Resignation

If a member wishes to resign from the department, it is in their best interest to present a formal resignation letter to the Fire Chief.

Final Paycheck

Your final paycheck will be issued after all gear is returned for inspection and approved.

Glossary

Accountability - The process of emergency responders checking in and making themselves known as being on-scene during an incident to an incident commander (IC). Through the accountability system, each person is tracked throughout the incident until released from the scene by the IC. This is becoming a standard in the emergency services arena primarily for the safety of emergency personnel. This system may implement a name tag system or personal locator device.

Apartment Pack - A bundle of hose that is packaged in a way to allow members to easily carry it to the deployment location.

Apparatus - A term used by firefighters to describe a department vehicle (i.e. fire engine, ambulance, ladder truck)

Backdraft / smoke explosion - A fire phenomenon caused when heat and heavy smoke (unburned fuel particles) accumulate inside a compartment, depleting the available air, and then oxygen/air is re- introduced, completing the fire triangle and causing rapid combustion.

C.A.N. Report - A report given to the IC from a firefighter (usually the officer) on the operation ground that includes: Conditions of the incident, Actions being taken to mitigate the problem and any Needs that the firefighting crew might have.

Charge a hose/line - To make water pressure available on a hose in final preparation for its use.

Collapse Zone - The area around a structure that would contain debris if the building were to collapse.

Cross Lay - Arrangement of hose on an engine such that it can be quickly unloaded from either side of the apparatus; often pre-connected to a pump outlet and equipped with a suitable nozzle. It is usually set up right behind the cab of the engine/truck.

Dead Lay - Arrangement of hose on an engine that is not pre-connected to a pump outlet and is not equipped with a nozzle.

Defensive Attack - A primarily exterior form of attack often used when fighting the fire directly or from within a structure is not feasible due to dangers from direct flame, heat, structural collapse or the presence of hazardous materials. Often structures which are fully involved are attacked defensively with the main goal being the protection of nearby exposures. This form of attack is far less effective than an Offensive or Direct attack.

Direct Attack - A form of fire attack in which hoses are advanced to the fire inside a structure and hose streams directed at the burning materials. "Putting the wet stuff on the red stuff."

EMS - Emergency Medical Service(s)

Engine - A fire suppression vehicle that has a water pump and, typically, is designed to carry firehose and a limited supply of water.

Engineer – A firefighter responsible for driving the engine to the scene of the call and operation of the pumps on an engine to provide sufficient water to the firefighters on the hose. Also could be known as the driver/operator.

Exposure - Property near fire that may become involved by transfer of heat or burning material from main fire, typically by convection or radiation. May range from 40 feet (12 m) to several miles, depending on size and type of fire or explosion.

Exterior Attack - A method of extinguishing a fire which does not involve entering the structure. Often used when so much of the building is involved in fire that there is little or no benefit to risking firefighter safety by inserting them into the structure. May be a temporary measure when there are not sufficient personnel on scene to form an entry team and a rescue team (to rescue the entry team). Also known as Surround and drown. Compare Interior attack.

Extrication – Removal of a trapped victim such as a vehicle extrication, confined space rescue, or trench rescue; sometimes using battery/hydraulic spreader, “Jaws of life,” or other technical equipment.

Fire Ground - The operational area at the scene of a fire; area in which incident commander is in control.

First Due – Refers to the first apparatus arriving on the scene of a fire/emergency.

Flashover – Simultaneous ignition of combustible materials in a closed space, as when materials simultaneously reach their fire point; may also result in a rollover.

Forcible Entry - Gaining entry to an area using force to disable or bypass security devices, typically using force tools, sometimes using tools specialized for entry (e.g., Halligan, K-tool).

GPM – Gallons Per Minute or how many gallons are being pumped out of a piece of equipment every minute

HAZMAT - Hazardous materials, including solids, liquids, or gases that may cause injury, death, or damage if released or triggered.

Hard Line – Hard hose that is on a spool, usually it is one inch diameter or less, with a nozzle on the end.

IDLH – Immediate Danger to Life and Health

Incident Command/Commander - The officer in charge of all activities at an incident. Referred to as “IC” on scene.

Indirect Attack - Method of firefighting in which water is pumped onto materials above or near the fire so that the splash rains onto the fire, often used where a structure is unsafe to enter.

Initial Attack - First point of attack on a fire where hose lines or fuel separation are used to prevent further extension of the fire.

Interior Attack – A form of attack that inserts a team of firefighters into the burning structure, in an attempt to extinguish a blaze from inside the structure, minimizing property damage from fire, smoke, and water.

Irons – The flathead axe mated with the Halligan bar.

Jaw of Life – Battery operated, or Hydraulic spreaders used in extrication procedures.

Master Stream – A large nozzle, either portable or fixed to a pumper, capable of throwing large amounts of water relatively long distances.

Mutual Aid – An agreement between nearby fire companies to assist each other during emergencies by responding with available manpower and apparatus.

MVA – Motor Vehicle Accident. Could also be referred to as a “TC” traffic collision.

Offensive Attack - Method of firefighting in which water or other extinguisher is taken directly to the seat of the fire, as opposed to being pumped in that general direction from a safe distance.

Officer – A firefighter who is in a supervisory role, such as Captains, Lieutenants, Battalion Chiefs, Deputy Chiefs and Chiefs.

Overhaul - Late stage in fire-suppression process during which the burned area is carefully examined for remaining sources of heat that may re-kindle the fire. Often coincides with salvage operations to prevent further loss to structure or its contents, as well as fire-cause determination and preservation of evidence.

PPE – Personal Protective Equipment

Pre-Connect – refers to a hose line that is already connected to a pump outlet on an engine.

Probationary Firefighter – A new firefighter who typically has less than 1 year experience. Also known as “Probie” or “Rookie.”

Rapid Intervention Crew/Team - This is a standby crew whose purpose is to go in for the rescue of downed firefighters.

Sides A, B, C and D - Terms used by firefighters labeling the multiple sides of a building starting with side A or Alpha being the front of the structure and working its way around the outside of the structure in a clockwise direction. This labels the front side A or Alpha, the left side B or Bravo, the rear side C or Charlie, and the right side D or Delta. The IC will establish Alpha side for the incident.

Size-Up - Initial evaluation of an incident, in particular a determination of immediate hazards to responders, other lives and property, and what additional resources may be needed. Example: “Two-story brick taxpayer with heavy smoke showing from rear wooden porches and children reported trapped.”

Structure Fire - A fire in a residential or commercial building. Urban fire departments are primarily geared toward structural firefighting. The term is often used to distinguish them from wildland fire or other outside fire, and may also refer to the type of training and equipment such as “structure PPE” (personal protective equipment).

Turnout Gear – The protective clothing worn by firefighters that is used on most incidents, except wildland incidents. Also known as “bunker gear”

Volunteer Firefighter – The greatest people on earth. Welcome to the team!

Firefighter Assigned Equipment Check List

General

Item	Serial Number	Recieved
Pager		
Charger		

Structure Gear

Item	Serial Number	Size	Recieved
Structure Helmet			
Bunker Jacket			
Bunker Pants			
Suspenders			
Structure Gloves			
Structure Boots			
Hood			
Work Gloves			
Safety Glasses			
Spanner			
Helmet Light			
Glove Holder			
Hose Strap			

Wildland Gear

Item	Size	Received
Wildland Coat		
Wildland Pants		
Wildland Boots		
Wildland Helmet		
Helmet Eye Protection		
Helmet Shroud		
Headlamp		
Work Gloves		
Wildland Shirt		

Uniform

Item	Size	Received
Department T-shirt		
Department SweatShirt		
Blue Nomex Badge Shirt		
Baseball Hat		
Uniform Pants		
Collar Brass		
Black Tie		

Contact List

Name	Phone	Email
Bret Russell Bishop Fire Chief	(760) 873-5485	brussell@cityofbishop.ca.gov
Mandi Grisham Administrative Assistant	(760) 873-5485	agrisham@cityofbishop.ca.gov
Jana Currie City of Bishop HR Specialist	(760) 873-5863 x122	jcurrie@cityofbishop.ca.gov

Mentor Name	Phone	Email

Employee Handbook Acknowledgment

I acknowledge that I received a copy of Bishop Fire Department's Employee Handbook. I understand that it contains important information about the Bishop Fire Department's policies and procedures, that I am expected to read the Handbook and familiarize myself with its contents, and that the policies in the Handbook apply to me.

Please Sign Below

Signature Of Employee

Date

Bishop Police Department

November 2024 End of Month Report

			JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
TOTAL INCIDENTS			1106	985	1057	1093	1277	1130	1227	1300	1117	1170	984	
	CALLS FOR SERVICE		625	583	612	660	778	749	745	782	640	720	606	
	OFFICER INITIATED INCIDENTS		481	402	445	433	499	381	482	518	477	450	378	
		TRAFFIC STOPS	78	60	72	44	33	27	53	54	59	34	26	
		OTHER OIA INC.	403	342	373	389	466	354	429	464	418	416	352	
	BUS/BUILDING CHECKS		2	10	4	6	6	4	5	7	6	3	0	
	VEH/PED CHECKS		42	33	24	31	42	36	72	66	58	35	19	
TOTAL OFFICER REPORTS			87	74	88	78	87	91	101	66	73	86	79	
	ACCIDENT		3	0	1	1	4	2	6	3	4	4	5	
	CRIMINAL ACCIDENT		3	2	6	7	6	2	2	3	6	1	2	
	FELONY		22	18	14	20	14	15	23	10	12	16	10	
	INFORMATION		23	28	31	22	31	32	28	20	19	33	29	
	INFRACTION		0	0	0	0	0	1	0	2	1	1	1	
	MISDEMEANOR		31	26	36	28	32	39	42	28	31	31	32	
	TC WITH INJURIES		1	1	0	1	2	2	1	1	3	1	2	
	TC NO INJURIES		5	1	7	7	8	2	8	5	7	3	5	
TOTAL MISDEMEANOR & FELONY ARRESTS			21	15	26	23	16	20	34	23	19	27	19	
	MISDEMEANOR ARRESTS		13	7	18	11	14	16	23	18	15	17	15	
		ADULT	13	7	18	11	14	16	23	18	12	17	15	
		JUVENILE	0	0	0	0	0	0	0	0	3	0	0	
	FELONY ARRESTS		8	8	8	12	2	4	11	5	4	10	4	
		ADULT	8	8	8	11	2	4	11	5	4	8	4	
		JUVENILE	0	0	0	1	0	0	0	0	0	2	0	
CITATIONS			73	48	68	41	45	47	54	53	62	80	47	
	MOVING		21	7	17	8	8	7	13	9	12	6	13	
	NON-MOVING		42	17	33	22	15	23	16	22	32	50	4	
	CRIMINAL		10	24	18	11	22	17	25	22	18	24	30	
	CAMPING ORDINANCE CONTACTS													
	CAMPING ORDINANCE CITATIONS													

		JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
DISPATCH PHONE ACTIVITY													
911 CALLS		180	167	193	214	286	256	237	275	215	211	155	
	INBOUND	169	161	186	205	272	251	226	266	211	200	148	
	ABANDONED	11	6	7	9	14	5	11	9	4	11	7	
ADMINISTRATIVE CALLS		1107	923	1060	1302	1262	1244	1123	1137	1057	1104	1098	
	INBOUND	776	656	743	850	848	848	790	803	725	744	745	
	OUTBOUND	325	260	317	445	404	390	325	325	323	352	348	
	ABANDONED	5	7	0	7	10	6	8	9	9	8	5	



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Public Works Report

November 2024

Water

1. Water consumption for the month was up 8.5 % compared to November 2013.
2. Took monthly bacteria samples.
3. Continued working on Lead service line inventory.
4. Checked static water levels at Wells #1, #2 and #4.
5. Continued to work with Wood Rodgers on the design for the W. Line water main replacement project and associated Preliminary Engineering Report.
6. Located water service curb stop valve for resident at 362 E. Line Street.
7. Assist Sierra Highlands to locate water leak in their distribution system.
8. Put together price quote and repair water service leak for Jacks Restaurant.
9. Clean up weeds at wells #2 and #4.

Sewer

1. Periodically check the diversion manhole for obstructions.
2. Continued to serve as the Administrator for the Bishop Area Wastewater Authority.
3. Clean sludge drying beds and pull sludge from digesters at the WWTP.
4. Continue with systematic sewer main cleaning and problem sewers.
5. Work with Eldrige Electric to replace sludge pump VFD and install power monitor to investigate for power surges coming in from the utility.
6. Continue working with Clipper Controls on new flow meter at the end of Clark Street.
7. Continue with removal of tulles around pond #3 at the WWTP ponds.
8. Continued working with Lumos Engineering on the USDA RD disaster funds grant application, including development of the simple PER.
9. Perform extensive cleaning of grease build up in the sewer main in front of Jacks Restaurant.
10. Continued to work with new sewer camera equipment and camera trailer.



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11. Attended site visit with Lumos at the Bishop and ESCSD Wastewater Treatment Plants.
12. Went on site with SanCon to watch how the sewer main relining process works.

Streets

1. Routinely checked the Sierra Bike Path for trash and debris.
2. Patched potholes and gutters along City streets.
3. Patched Wide cracks on Pioneer Lane and S. Fowler Street.
4. Continue with fall leaf sweeping program and continued with Caltrans sweeping program.
5. Received and started reviewing the 30% design plans for the E. Line Street Bridge replacement project.
6. Trimmed low hanging tree limbs around the City along the leave sweeping route.
7. Work on putting together street sign replacement list.
8. Clear storm drain inlets of leaves and debris during rain event.

Miscellaneous

1. Provide weekly safety meetings for PW crew.
2. Marked city utilities for Dig Alert tickets.
3. Hauled leaves and street sweeper debris from Fowler Pit to the Sunland Landfill.
4. Performed routine maintenance on Public Works fleet.
5. Continued to work with Control Point Engineering to complete the fine tuning of the new SCADA System.
6. Attend JPIA training for traffic control, flagging, and driver safety.
7. Restock COB Pit with materials.
8. Work on gathering information on PW vehicles for CARB reporting.



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Community Services Report

November 2024

Programs

1. After School Stay and Play program is operating at the Elm Street School, Monday through Friday. The Stay and Play program is full, with a waiting list. Staff will work to find availability for those on the waiting list. Participants will complete Fall Art Projects as well as the implementation of S.T.E.M. (Science, Technology, Engineering, and Math) once a month. We are currently emphasizing confidence, patience, teamwork, and group thinking. Participant will be trick or treating and having a Halloween party at City Hall on October 31st.
2. The Bishop Park Pool is closed for the season. In the 2023-2024 season we offered Public swim, Swim Lessons, Swim Team, Swim Parties, and Lap Swim. The Aquatics Coordinator is currently addressing the 2023-2024 season to find availability for additional Public Swim opportunities. Aquatics Coordinator is working with the Bishop Swim Team and evaluating staffing levels for 2024-2025 and how this will affect our Pool budget. Aquatic Coordinator Danica Gomez successfully completed the written portion of the LGI certification and attended the in-person certification portion in November.
3. Kids Night Out will be offered on December 7th with the theme of Let it Snow. Registration is currently open.
4. Gymnastics Winter Session is now open. This program occurs at the City Hall Auditorium during weekdays. We continue to work with Rams Club and offer Birthday Parties. We are currently looking for a new Gymnastics Instructor for the Baby Gym and Tumble TOT classes. Our Recreation Coordinator Nancy Gonzalez has conducted interviews for two potential instructors. We are now offering two new upper-level classes. Class availability will become more available in the winter session as we hire another staff member. A new Gymnastic Instructor has been interviewed and accepted the position; We are working on the onboarding process.
5. Senior Yoga class continues to be successful. Hosted at the City Auditorium on Mondays and Wednesdays at 10am.

6. Adult Fitness Classes will start back up in November with Instructor Ashley McLaughlin. There are evening classes on Wednesdays at the Auditorium. This Program will be offered through January 2025.
7. Looking forward to Adult Volleyball. Registration will open in January of 2025. League play will begin in February 2025.

Parks and Facilities

1. AYSO Soccer Winter preparations on fields 1,4,5, and 6.
2. Preparations for Street of Lights and Holiday decorations for Main Street, Warren Street, and the Chamber Building.
3. Field 2 Field Softball Prep for traveling softball team.
4. Bishop Union High School Soccer Boy's and Girls use on Field 1.
5. Installation of the new Dog-Relief area at the front of the City Park.
6. Use of Inyo County Probation personnel to paint the front utility shed, middle restrooms and band storage.
7. Solicitation for quotes for concrete at City Hall and the City Park. This is to address tripping hazards and long-term maintenance.
8. Clean up and irrigation repairs to landscaping on Warren street and Main streets.
9. Seasonal cleaning of flower beds on Main Street and Bishop Chamber.
10. Seasonal routine maintenance of all mowing and landscape equipment.
11. Daily routine of trash and cleaning of restrooms.
12. Cleaned debris from the creek, pond, and fountain.
13. Use of blower on Main Street Mondays and Fridays.
14. Seasonal adjustments are made to all City irrigation and City Park. As we move into Summer, Irrigation systems will be Audited for function and set for operation. All City irrigation is off for the season.

15. Winterization of the Park Pool facilities. Including the installation of the Winter covers.
16. Fall tree trimming at the City Park is ongoing. Eastern Sierra Tree Service continues to perform safety trimming.
17. Worked with Bike Park Group on moving old materials for the Bike Park Area, to facilitate track construction. Phase one pump track is complete, and work has begun on the skills area. Work will continue until this project until completed.
18. Worked with the Little League organization for Field Lighting Project. Work will be ongoing until lights are installed.
19. Summer Park-Helper staff reductions, this occurs in the fall season.
20. Mowed and cleaned weeds around the Community Garden and Field 6.
21. Repairs made to Rear Restrooms and Talmage Park due to vandalism.
22. Repairs made the Front Restroom due to vandalism.
23. The annual leaf clean-up has begun and will continue throughout the fall – winter months.
24. Solicitation for 2 heating and Air Conditioning units at City Hall. Additional solicitation for new unit to address the Public Works Directors office.

Sunrise

1. Daily routine of trash, debris, and inspections.
2. Leaf clean up at all common areas and residents.
3. Collected rents and payments for utilities.
4. Weekly routine maintenance of all lawns, landscapes, and common areas.
5. Repairs made to City owned main water supply. Valve replacement.
6. Began planning process of street and sidewalk replacement. Consultant has begun to design. Design is complete. We are seeking funding to complete this project.
7. Potential sale of unit #2. Non-City owned unit.

8. The use of Organic Cat-Mase to mitigate feral cats.
9. Currently seeking a part time Staff member to fill a vacant position for maintenance.
10. Winterization of Swamp-coolers and irrigation.

Budget/Administrative

1. Held weekly staff meetings Tuesdays and Wednesdays.
2. Attended by-weekly City Council meetings.
3. Attended weekly Department Head Meetings.
4. Work with Public Works Director Nora Gamino and Assistant Planner Ana Budnyk on the Field 6 Enhancement Project to develop a Take order for design from Wood Rodgers.
5. Currently working with Eastern Sierra Energy to make upgrades to the existing Pool pumps. This will allow for energy efficiency and compliance.
6. Organized all Youth Sports Organizations on the use of Sportsites for schedules and games.
7. The Parks and Recreation November and December cancellation.
8. Communication with Bishop Area Bike Organization for the possible relocation of a portion of the Skills track to accommodate the Field 6 Enhancement Project. Phase one Pump Track is complete, and the group has begun work on the Skills Track.
9. 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. Bid was awarded to: Clair Concrete Inc. on October 28th at the City Council meeting. Working with Gardeners and Clair Concrete Inc. to set dates for construction.
10. Scheduling of outside events and parties hosted at the Bishop City Park facilities.
11. Began review of 2024 2025 budget for Mid-Year adjustments. Will meet in December with the Finance Director to make any corrections.

Events

1. The upcoming Friday Night Market on Academy Street for the Street of Lights on December 7th.
2. Preparations and Coordination with the Bishop Chamber of Commerce for the Street of Lights on December 7th.



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Planning Department Report November 2024

1. **Silver Peaks:** Coordinated with Visionary Home Builders regarding the 2025 Affordable Housing and Sustainable Communities (AHSC) application. Visionarys are revising the design and cost proposal for the 2025 application and will present it to the Council at the first meeting in January. The planning department will be supporting the transportation portion of the application.
2. **Bishop Branding and wayfinding project:** Supported Administration Department with logo surveys.
3. **Downtown Signage Enforcement:** Coordinated downtown signage updates with business and property owners, resulting in several updates to signage, will provide the report for all updated signage to the Council in January 2025.
4. **Regional Housing Study:** Participated in weekly meetings with representatives from Inyo County, Mono County, and Mammoth Lakes to coordinate the RFP process for the Eastern Sierra Regional Housing Needs Assessment and Action Plan.
 - Reviewed two proposals and scheduled an interview with the selected consultant for December 12th.
 - A Memorandum of Understanding (MOU) between the four partners is expected to be presented to the Council in January 2024.
5. **Developer Support:** Continued support for developers in the facilitation of residential and commercial developments.
6. **LADWP Training Facility:** worked with LADWP on the Zone Change and General Plan Amendment application for the LADWP Training Facility.
7. **Grant Reporting**
 - **CDBG-CV1:** Supporting Fire Department PPE storage for the City of Bishop and Inyo County in grant reporting activities and compliance with prevailing wage requirements for any construction work
 - **CNRA Green Infrastructure:** Assisted Community gardens in scope amendment and grant reporting.



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- **Permanent Housing Allocation Program (PLHA):** Coordinated with Inyo County to update the program guidelines, aiming to minimize administrative work and simplify the minimum requirements for applicants to participate.
- 8. **Parking Study:** Reviewed and provided comments to the consultants on the parking memo, plan to present some findings, and the proposal for the Technical Advisory Committee to the Council in January 2025.
- 9. Attended **Rural Housing Conference** to learn about federal and State funding programs.
- 10. **Prohousing Designation:** continue working with HCD on the City's narrative for encampment treatment as a prerequisite to receiving the Prohousing designation.



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City Administrators Report

November 2024

1. Completed the City Logo Survey and posted on numerous sites, social media platforms and local media.
2. Worked with Jaime Rojas to set up a lunch meeting with the Los Angeles City Attorney to discuss commercial leases in Bishop.
3. Continue to work with Inyo, Mono and the Town Of Mammoth on a regional Housing Study.
4. Continue to work with multiple developers to entice them to invest in Bishop.
5. Sent the draft RFP to ICEMA for approval for an Exclusive Operating Area for EMS. We hope to have approval so the RFP process can start by the first of next year.
6. Met with Friends of the Fair to explore ways to bolster the Friday Night Markets.
7. Continued the effort to develop a strategic plan for City owned properties and a city-wide parking study with Wood Rogers. Next step will be to create an Adhoc committee to further define next steps.
8. Met with our Federal Lobbyist to discuss 2025 priorities and capital projects that may be submitted as Earmarks.
9. Attended the Bishop Rural Fire Protection District.
10. Attended the Sunrise Rotary meeting and was the guest speaker.
11. Attended the monthly ESCOG meeting in Mammoth.
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.

CITY OF BISHOP

2025

MEETINGS

Council Chambers

<u>CITY COUNCIL</u>	<u>PLANNING COMMISSION</u>	<u>PARKS & REC COMMISSION</u>
2nd and 4th Monday of each month at 6:00 p.m.	Tuesday following the 2nd Council Meeting of each month at 6:00 p.m.	4th Wednesday of each month at 6:00 p.m.
MONDAY JANUARY 13		
MONDAY JANUARY 27	TUESDAY JANUARY 28	WEDNESDAY JANUARY 22
MONDAY FEBRUARY 10		
MONDAY FEBRUARY 24	TUESDAY FEBRUARY 25	WEDNESDAY FEBRUARY 26
MONDAY MARCH 10		
MONDAY MARCH 24 - CANCELLED	TUESDAY MARCH 25	WEDNESDAY MARCH 26
MONDAY APRIL 14		
MONDAY APRIL 28	TUESDAY APRIL 29	WEDNESDAY APRIL 23
MONDAY MAY 12		
TUESDAY*** MAY 27	WEDNESDAY*** MAY 28	THURSDAY*** MAY 29
MONDAY JUNE 9		
MONDAY JUNE 23	TUESDAY JUNE 24	WEDNESDAY JUNE 25
MONDAY JULY 14 - CANCELLED		
MONDAY JULY 28	TUESDAY JULY 29	WEDNESDAY JULY 23
MONDAY AUGUST 11		
MONDAY AUGUST 25	TUESDAY AUGUST 26	WEDNESDAY AUGUST 27
MONDAY SEPTEMBER 8		
MONDAY SEPTEMBER 22	TUESDAY SEPTEMBER 23	WEDNESDAY SEPTEMBER 24
MONDAY OCTOBER 13 - CANCELLED		
MONDAY OCTOBER 27	TUESDAY OCTOBER 28	WEDNESDAY OCTOBER 22
MONDAY NOVEMBER 10		
MONDAY NOVEMBER 24	TUESDAY NOVEMBER 25	WEDNESDAY NOVEMBER 26
MONDAY DECEMBER 8		
MONDAY DECEMBER 22 - CANCELLED	TUESDAY DECEMBER 23	WEDNESDAY DECEMBER 24

* = Change in regular meeting date due to keeping the scheduled meeting dates to one per month

*** = Change in regular meeting date due to holiday



Agenda Item: 9.B
Date of Meeting: December 9, 2024
Department: Finance

STAFF REPORT

To: City Council
From: Ethan Aukee
Subject: **Grant in Support Awards for Review/Approval**
Prepared On: December 2, 2024
Attachments: 2024-2025 Ad Hoc Committee Recommended Award List

Background/History:

The City Council awards grant funding on an annual basis to various nonprofit organizations via the City's Grant in Support Program. The intent of the Grant in Support Program is to deliver needed community programs, events, and services that City staff are not able to provide.

Analysis/Discussion:

During the November 25, 2024, City Council meeting, the City Council voted to award grants in support as recommended by the Grant in Support Ad Hoc Committee. However, it was determined that there was a procedural issue with the quorum at the November 25th meeting. Based on the issue with the quorum, the awarding of grant funds to the Eastside Student Center and Bishop Mule Days were nullified and expected to be presented to the City Council at a subsequent date for review.

Economic Impacts:

Bishop residents will be provided with programs, events, and services that otherwise would not be available, or available to a lesser extent without grant funding. Each grant project is pursued with the intent of increasing the quality of life in the City of Bishop.

Budget Impacts:

There are no budgetary impacts associated with the decision of awarding the two proposed grants.

Legal Review:

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

Recommended Action:

Council consideration to award grants in support as recommended by the Grant in Support Ad Hoc Committee, pertaining specifically to the Eastside Student Center and Bishop Mule Days.

Approved By: Ethan Aukee 12/2/2024

Approved By: Robin Picken 12/2/2024

Approved By: Dean Pucci 12/5/2024

Approved By: Deston Dishion 12/5/2024

Grant in Support FY 2024-25

Ad Hoc Committee Recommended Awards

Applicant	Project Title	Amount of Award
Bishop Area Bike Organization	Bishop Bike Park	\$4,000.00
Bishop Area Climber's Coalition	BACC Outdoor Engagement Plan	\$5,250.00
Bishop Little League	Field 4 Scoreboard	\$12,000.00
Bishop Mule Days	2025 Bishop Mule Days Celebration	\$10,000.00
Bishop Museum & Historical Society	Textiles Touch All of Us	\$8,000.00
C5 Studios	Art in Storefronts 2024	\$7,400.00
Calvary Baptist Church	Sober Grad Night	\$10,000.00
Eastern Sierra Avalanche Center	Bishop Avalanche Safety & Awareness	\$7,500.00
Eastern Sierra Land Trust	Eastside Pollinator Garden Project	\$5,000.00

Grant in Support FY 2024-25

Ad Hoc Committee Recommended Awards

Applicant	Project Title	Amount of Award
Eastside Student Center	Line Street Center Lunch & Dinner Program	\$10,000.00
Friends of the Fair	Friday Markets	\$10,000.00
Friends of the Inyo	Trail Ambassador Stewardship Projects	\$10,000.00
Girl Scouts of the Sierra	Bishop Girl Scout House	\$8,616.00
Playhouse 395	New Soundboard, Mics, and Mic Packs	\$5,000.00
Sacred Rok	Keith Bright/Home Street Beautification & Learning Garden Project	\$10,000.00
Sierra Roller Hockey League	Goalie Equipment	\$5,000.00



Agenda Item: 9.C

Date of Meeting: December 9, 2024

Department: Community Services

STAFF REPORT

To: City Council
From: Dan McElroy
Subject: **Budget Adjustment Request - Community Services (Building and Grounds)**
Prepared On: December 3, 2024
Attachments: Bishop Heating and Air Conditioning Inc. Proposal
Sole Source Justification Finance Director
Quality Inyo Concrete Quote

Background/History:

The Community Services Department oversees the operation, maintenance, and function of the City Hall air conditioning and heating units. Every year, the Community Services Department plans and budgets for replacement of aging units. In the 2024-2025 Building and Grounds budget, Capital Equipment Replacement 001-016-56029, in the amount of \$32,000, is for two replacement air conditioning and heating units. The Community Services Department has solicited three vendors to accomplish the replacements, with one responsive quote. While meeting with potential vendors, it was brought to the attention of the Community Services Department that there is no ability to control the temperature in the Public Works Director's office.

The Community Services Department has also expanded the use of the Church Street Venue for Community Events. As this area has become well used. There is a large area of concrete at the rear of City Hall that has been lifted by tree roots and has become a safety concern. Public Works has patched this lifted area, but this was a temporary solution. The Community Services Department has solicited Concrete vendors to give quotes on this repair. This repair will also affect the Building and Grounds 001-016-56029 budget line.

Analysis/Discussion:

The Community Services Department conducted a solicitation for the addition of a new unit for the Public Works Director's office and received one quote from Bishop Heating and Air Conditioning Inc. in the amount of \$13,235.00 and received no responses from the additional vendors solicited. Only local vendors were solicited, as it's assumed that the addition of travel costs for out of area vendors would exceed the cost of the highest local quote received. The current budget allows for the planned two-unit replacement in the amount of \$32,000. This amount is not adequate to facilitate the new unit for the Public Works Director's office. The

Community Services Department is requesting approval to increase the budget for expense account 001-016-56029 in the amount of \$13,235 to allow for purchase of the new unit for the Public Works Director's office.

To address the safety concern of the lifted concrete in the rear of City Hall, the Community Services Department has solicited to concrete vendors and received 4 quotes. The lowest cost to complete these repairs was given by Quality Inyo Concrete in the amount of \$8,400.00. The cost of these repairs will affect the Building and Grounds 001-016-56029 budget line. The Community Services Department would also request approval to increase the budget for expense account 001-016-52029 in the amount of \$8,4000.00 to allow for the repairs to the City Hall concrete.

In summary, the Community Services Department would request to add additional funds to the expense account 001-016-56029 to cover the unbudgeted amount of these two items. The total request would be for \$21,635.

Economic Impacts:

None

Budget Impacts:

Increase of budget for capital expense account 001-016-56029 in the amount of \$21,635.00.

Legal Review:

Recommended Action:

City Council to approve the proposed budget adjustment request to increase the budget for expense account 001-016-56029 in the amount of \$21,635.00.

Approved By: Ethan Aukee 12/3/2024

Approved By: Deston Dishion 12/3/2024

Approved By:

Approved By:

PROPOSAL

BISHOP HEATING & AIR CONDITIONING, INC.

463 N. Warren St., Bishop, CA. 93514
(760) 873-3892 Phone | (760) 873-7958 FAX
Email: bisheat@aol.com
CA Lic. # 621790

Proposal Submitted to:
Attn: City of Bishop
Email: kpoole@cityofbishop.com
Address:

Date:
November 24, 2024

Phone:
760-873-5863

Job name & location:
Public Works Office (Director's Office)

We hereby submit specifications and estimates, subject to all terms and conditions as set forth in this proposal as follows:

We will supply and install
Mitsubishi Ductless System
Indoor Model #SLZ KF09NA1
Ceiling Mounted Cassette
Outdoor Model #SUZ KA09NAHZ, TH UNIV SZ H2i HP

Details: Control MHK2 with thermostat
Complete electrical
Stand for outdoor unit
Outdoor unit to mount on roof above office space
No charge permit
Prevailing rate wages

Note: Bishop Heating's lead time for new job installation is approximately 12 weeks out from the time the proposal is signed and returned to us.

We propose hereby to furnish material and labor – complete in accordance with above specification in the sum of: **\$13,235.00 Thirteen thousand two hundred thirty-five dollars and 00/100**

Note: This proposal may be withdrawn by us if not accepted within 15 days



Authorized Signature

Accepted: the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

12/31/2024
Date



Authorized Signature



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

December 3, 2024

FINANCE DEPARTMENT MEMORANDUM

Sole Source Procurement for HVAC Mini-Split

To Whom it May Concern,

The Community Services Department is managing a project for a HVAC “mini split” in the Public Works Director’s office. City staff reached out to three vendors for a quote for this project, and only received one response from an interested vendor. Bishop Heating and Air responded with a quote, and due to lack of responsiveness from other solicited vendors, sole source procurement is justified based on the efforts made by staff pursuant to the City’s purchasing policy.

Best regards,

Ethan Aukee
Finance Director

From: Daniel McElroy
To: Dan McElroy
Subject: [External]
Date: Tuesday, October 15, 2024 9:35:33 AM
Attachments: [INSI_Sp24.PNG](#)

9:33

LTE 93

X DAN CITY HALL JOB.pdf



JOB ESTIMATE

TO: DAN
CITY OF BISHOP BEHIND CITY HALL
BISHOP CA, 93514



QUALITY INYO CONCRETE

CA. LIC #1071839

2550 NORTH SIERRA HIGHWAY
BISHOP CA.
93514

Phone (760) 920-2964
Faltenpaco72@gmail.com

DATE- 10-14-2024

Make all checks payable to
Quality Inyo Concrete

**THANK YOU
FOR YOUR
BUSINESS!**

JOB-DESCRIPTION	WORK-DESCRIPTION	TOTAL
REMOVAL & REPLACE SECTION OF CONCRETE BEHIND CITY HALL PARK AREA.	SAWCUT & JACKHAMMER OUT OLD CONCRETE AREA OUT & REMOVE ALL ORGANIC MATERIALS & TREE ROOTS & HAUL TO DUMP. SHOOT & SET HIGHTS FOR CONCRETE. IMPORT BASE FOR GRADING & PLATING SUB GRADE. CUT & TIE #3 REBAR 24" ON CENTER BOTH WAYS & PLACED ON DOBBIES. PLACE & SET EXPANSON FELT AGAIST OLD CONCRETE. SCHEDULE FOR CONCRETE. PUT UP & DOWN PLASTIC. POUR & FINISH WITH BROOM FINISH & SEAL WITH CURE. COVER WITH CONCRETE BLAKETS IF TEMPERATURES ARE FREEZING AT NIGHT FOR #3 NIGHTS & UNCOVER IN THE DAY. BACKFILL SIDES WITH TOPSOIL. CLEAN UP JOBSITE & CONE OFF AREA.	
22'4" X 18'3" X 4" 6'4" X 7' X 4"		
NO SHOW FIBER IN CONCRETE MIX DESIGN 5.75 CUBIC YARDS		



WE WILL BE USING
QUALITY PRATICES
REMOVING &
REPLACING
CONCRETE.



\$8,400.00



Sent from my iPhone



CITY OF BISHOP

FIRE DEPARTMENT

Fire Captain

DEFINITION

The Fire Captain supervises firefighting personnel in the suppression of fires, emergency medical services, fire prevention, and public education activities. Oversees the maintenance of fire station, equipment, apparatus, and related work as required; coordinates the scheduling of volunteer personnel, equipment, training, and work activity; coordinates line functions within administrative policy and does related work as required.

SUPERVISION RECEIVED AND EXERCISED

- Receives general supervision from Fire Chief
- Exercises supervision over Volunteer Firefighters

EXAMPLE OF DUTIES

The following duties ARE NOT intended to serve as a comprehensive list of all duties performed by all employees in this classification. Shown are duties intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.

Duties may include, but are not limited to, the following:

- Respond to various 911 emergency calls and duty officer calls such as structure fires, vegetation fires, vehicle accidents, emergency medical incidents, hazmat incidents
- Manage and perform emergency scene operations such as: assuming command, scene size up, resource requests and assignments, reporting on conditions, actions and needs, fire suppression tactics, salvage and overhaul, etc.
- Ensure a response in a fire apparatus, duties could shift based on the needs of the call and volunteer fire personnel availability
- Supervise fire personnel, evaluate needs, direct and participate in work assignments and activities of firefighting
- Manage and address fire personnel matters and apply progressive discipline as appropriate
- Recruitment and retention of new firefighters
- Help with onboarding and training of new firefighters
- Lead regular weekly fire training for the department
- Spearheading and organization of community events throughout the year

- Responsible for daily rig checks of the apparatus and equipment accompanying them, basic mechanical maintenance, keeping apparatus clean and organized to ensure a proper state of readiness
- Facilitate yearly ladder truck inspection, fire extinguisher inspection, SCBA inspection, etc.
- Responsible for Station maintenance such as cleaning, washing hose, washing fire apparatus, basic repairs where possible, facilitate higher maintenance if needed and documentation of repairs.
- Administrative duties such as maintaining records, writing reports for fire and emergency calls, equipment maintenance logs, performance evaluations of lower lever fire personnel
- Attend, as directed, trainings and conferences concerning, but not limited to: fire suppression and tactics, personnel management, medical and hazmat, etc.
- Establish and maintain effective public relations with the community
- May act as relief for Chief as assigned.
- Perform other job-related duties as assigned

QUALIFICATIONS

The Fire Captain possesses the following minimum qualifications or their equivalent:

Knowledge:

- Advanced principles, practices, methods, and techniques of modern fire prevention and suppression activities and investigation techniques.
- Operation, maintenance, and uses of firefighting apparatus and equipment.
- Chemical and related components of a wide variety of flammable and explosive materials and objects.
- Applicable laws, rules, regulations, ordinances, and codes pertaining to fire prevention, inspection, and suppression.
- City/County geography, fire hazards and fire-fighting resources, such as personnel, equipment, water supply and communications.
- First aid and rescue techniques

Abilities:

- Operate all types of fire-fighting equipment and apparatus and to instruct others in such operation;
- Lead and train staff, to plan, lay out and direct their work and to maintain effective discipline and morale;
- Keep records and prepare reports;

- Establish and maintain effective working relationships with fellow employees and the public;
- maintain physical endurance and agility.
- Supervise, develop, and evaluate assigned staff effectively.
- Conduct an investigation and enforce regulations
- Maintain composure and work effectively in emergency situations.
- Communicate clearly and concisely in writing and speaking, including creating written correspondence and reports.
- Analyze operations, policies, and procedures and develop improvements.

EXPERIENCE AND TRAINING GUIDELINES

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to required knowledge and abilities would be:

- Must be at least 18 years of age.
- Equivalent to completion of the twelfth (12th) grade. College level coursework in fire science preferred.
- Five (5) years' experience in fire suppression, prevention inspection, emergency rescue activities, and training activities. Experience with a combined fire department (paid staff and volunteer) preferred. Supervisory experience preferred.

LICENSE AND CERTIFICATES

- Possession of a valid Class B California Driver's License or Class C with Firefighter endorsement, including fire apparatus license to be maintained throughout employment.
- Possession of, or the ability to obtain within 1 year Driver Operator 1A and 1B certificates.
- Possession of, or the ability to obtain within 1 year, valid EMT-I and CPR Health care provider certificates, to be maintained throughout employment.
- Possession of, or the ability to obtain within 1 year, Blue Card IC certification.
- Possession of, or the ability to obtain within 1 year, Hazardous Materials First Responder Operations (FRO) certification.
- Federal Emergency Management Association's National Incident Management System (NIMS) IS-700 and National Response Framework (NFR) IS800, ICS 100 and 200, L-180, S-190, S-130 courses.
- Possession of, or the ability to obtain within 2 years, Engine Boss certification.

TOOLS AND EQUIPMENT USED

- Computers and computer tools, such as those with Microsoft Office Suite, databases needed to manage and analyze data related to fire activities.
- Motor vehicles and other fire safety equipment.

PHYSICAL, MENTAL AND EMOTIONAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- For fire suppression work, must have the ability to quickly respond to changing emergency conditions and to rapidly don personal protective equipment including self-contained breathing apparatus; mobility, physical strength and stamina to carry and operate fire hoses and related fire-fighting equipment; to operate hand and power tools to enter buildings; climb fire ladders to access higher levels. Could occasionally assist and/or lift/carry victims for long distances under strenuous and hazardous conditions. May be required to work in small, confined spaces, areas where vision is limited, and/or at heights including roof tops and on ladders; vision to operate vehicles at a high rate of speed in all weather conditions, and hearing and speech to communicate in person, before groups and over the telephone or radio.
- While performing the duties of this job, the employee is regularly required to stand; walk; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is frequently required to sit; climb or balance; stoop, kneel, crouch, or crawl; push and pull; talk or hear; and smell.
- The employee must have the ability to develop and maintain cooperative working relationships; remain composed and respond appropriately to difficult situations; recognize emotionally charged issues or problems, cope effectively with various responses and apply sound judgment in problem solving.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.
- Must meet the physical/mental standards set forth by the City's physical and other mandated testing and assessment programs.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee frequently works in outside weather conditions, which may include extreme cold, windy and other wintry conditions. The

employee occasionally works near moving mechanical parts and in high, precarious places; and with explosives and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, and vibration. The noise level in the work environment is usually moderate.

A moderate amount of travel within the local area is required. There is occasional travel to other areas inside the state to attend various conferences or training.

May be required to be on-call and to work various shifts or emergencies on evenings, weekends and holidays.

SELECTION GUIDELINES

Formal application, rating of education and experience; oral interview and reference checks; job related tests as well as a polygraph examination may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Approved by Council:



Job Description and Essential Function Analysis

Job Title:	Fire Captain	Department:	Fire Department	Agency:	City of Bishop
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Position Summary: The Fire Captain supervises firefighting personnel in the suppression of fires, emergency medical services, fire prevention, and public education activities. Oversees the maintenance of fire station, equipment, apparatus, and related work as required; coordinates the scheduling of volunteer personnel, equipment, training, and work activity; coordinates line functions within administrative policy and does related work as required.

Employment and Work Conditions:

Type of employment ☒ Regular ☐ Temp/Seasonal ☒ Full-time ☐ Part-time ☐ At Will ☐ Contract Competitive service ☒ Yes ☐ No
FLSA status ☐ Exempt ☒ Non-Exempt Bargaining unit Bishop Employees Association

Salary or pay range See salary schedule **Pay differential, incentives, specialty pay, etc.**

Work setting	Office environment; incident response setting as needed	Attire	Uniform	Work days	M-F
Location	Any within City limits and surrounding area	Exposure to others	Subordinates; City employees; members of the public;	Work hours	8 am to 5 pm
Supervisor	Fire Chief	Driving required	☒ Yes (check type below) ☐ No	Core hours	N/A
Supervises	All assigned personnel during incident response, training, and other assignments		☒ Class B	Overtime required	Occasional
		Travel required	☒ Yes (see Duties) ☐ No	Weekends required	As needed

Pre-employment tests	Required	Comments
Pre-employment physical	☒ Yes ☐ No	Include TB Test
Pre-employment drug test	☒ Yes ☐ No	☒ DOT required ☒ Safety sensitive (state reason)
Live Scan, criminal record	☒ Yes ☐ No	Background check
Other:	☒ Yes ☐ No	Written test

****Note is made that while the essential functions and physical demands listed in this document are representative of the position, these may fluctuate in emergency / incident response situations.****

Job Duties and Functions:

Cells will auto adjust for length of content; additional rows can be added.

		Essential: Yes/No	Frequency (Use key)
1.	Administrative Tasks: Assists with special committees to perform administrative assignments; assists in preparation of standard operating procedures and rules and regulations for assigned areas; assists with budget recommendations and monitors expenditures for assigned programs and accounts; monitors quality assurance of all Fire Department services (e.g. Fire response time etc.); attends inter-agency strategic planning meetings; assists in administering the Department's disaster preparedness program.	Yes	Frequent
2.	Personnel Management: Assists in Training, supervises, counsels and evaluates employees and volunteers concerning their work performance through given training goals and objectives; orients and trains staff by disseminating information concerning departmental policies and standards; organizes, coordinates and presents training drills and programs; plans staffing deployment and operations for suppression personnel; provides input regarding performance of Department employees and volunteers; provides training for all Department employees and volunteers.	Yes	Frequent
3.	Incident Response / Suppression Activities: Serves as incident commander and directs operations of multiple engine crews at incidents involving fires (structural, automotive, wildland etc.), hazardous materials, and medical emergencies; participates in firefighting, suppression and emergency medical aid operations and hazardous materials control operations; plans and implements appropriate and effective fire suppression strategies; sets tactical objectives; dons Personal Protective Equipment (PPE) as required; coordinates mutual aid response programs and county strike teams; participates in regional strike teams; completes incident reports as needed.	Yes	Frequent
4.	Inspections: Inspects facilities, grounds and equipment to ensure proper operational condition; perform fire prevention and inspection activities.	Yes	Occasional
5.	Public Relations: Makes public presentations concerning fire safety practices and departmental policies; attends City Council meetings and other civic gatherings; attends grand openings, unveiling of new fire engines etc.; gives interviews to the media as requested; interacts with the public regarding a wide variety of issues related to the department (e.g. complaints, incident response issues).	Yes	Occasional
6.	Driving: Operates a department vehicle to travel to various locations within the Bishop Rural Fire Protection District (includes the City of Bishop city limits) and beyond.	Yes	Frequent

Frequency: **Never** – Does not occur; **Seldom** – Less than 30 minutes per shift; **Occasional** – From 1/16 to 1/3 of a shift, or .5 hours to 2.5 hours of an 8-hour day; **Frequent** – From 1/3 to 2/3 of a shift, or 2.6 to 5.2 hours per 8-hour day; **Constant** – More than 2/3 of a shift, or more than 5.3 hours per 8 hour day

Qualifications and Requirements:

Cells will automatically adjust for length of content; additional rows can be added.

		Required	Preferred
1.	Education: Equivalent to completion of the twelfth (12 th) grade. College level coursework in fire science preferred.	X	
2.	Experience: Five (5) years' experience in fire suppression, prevention inspection, emergency rescue activities, and training activities. Experience with a combined fire department (paid staff and volunteer) preferred. Supervisory experience preferred.	X	
3.	Skill in: The operation of a personal computer, fire safety equipment.	X	
4.	Knowledge of: Advanced principles, practices, methods, and techniques of modern fire prevention and suppression activities and investigation techniques; Operation, maintenance, and uses of firefighting apparatus and equipment; Chemical and related components of a wide variety of flammable and explosive materials and objects; Applicable laws, rules, regulations, ordinances, and codes pertaining to fire prevention, inspection, and suppression; City/County geography, fire hazards and fire-fighting resources, such as personnel, equipment, water supply and communications; First aid and rescue techniques	X	
5.	Ability to: Operate all types of fire-fighting equipment and apparatus and to instruct others in such operation; Lead and train staff, to plan, lay out and direct their work and to maintain effective discipline and morale; Keep records and prepare reports; Establish and maintain effective working relationships with fellow employees and the public; maintain physical endurance and agility; Supervise, develop, and evaluate assigned staff effectively; Conduct an investigation and enforce regulations; Maintain composure and work effectively in emergency situations; Communicate clearly and concisely in writing and speaking, including creating written correspondence and reports; Analyze operations, policies, and procedures and develop improvements.	X	
6.	Job-related licenses, certifications, and/or designations: Possession of a valid Class B California Driver's License or Class C with Firefighter endorsement, including fire apparatus license to be maintained throughout employment; Possession of, or the ability to obtain within 1 year Driver Operator 1A and 1B certificates; Possession of, or the ability to obtain within 1 year, valid EMT-I and CPR Health care provider certificates, to be maintained throughout employment; Possession of, or the ability to obtain within 1 year, Blue Card IC certification; Possession of, or the ability to obtain within 1 year, Hazardous Materials First Responder Operations (FRO) certification; Federal Emergency Management Association's National Incident Management System (NIMS) IS-700 and National Response Framework (NFR) IS800, ICS 100 and 200, L-180, S-190, S-130 courses; Possession of, or the ability to obtain within 1 year, Engine Boss certification.	X	
7.	Attendance: Mandatory as scheduled.	X	
8.	Security clearances: N/A		
9.	Criminal record complies with agency's Live Scan Policy or other policies (including out-of-state records)	X	
10.	Language(s): English	X	
11.	Transportation: ☐ personal vehicle ☒ agency-owned vehicle ☐ public transportation	X	
12.	Automobile liability insurance complies with agency's Vehicle Usage Policy	X	

13.	Driving record acceptable per the agency's Vehicle Usage Policy	X	
14.	Enrollment in agency's DMV EPN (Employer Pull Notice) program	X	
15.	Credit history acceptable per the agency's fiduciary, finance or accounting policies	X	
16.	Continuing education and training relevant to successfully accomplish the essential functions of the job	X	

Essential Function Analysis

Key: **Frequency:** The amount of time or number of times per work period that a task is performed

Never – Does not occur

Seldom – Less than 30 minutes per day

Occasional – .5 hours to 2.5 hours of an 8-hour day

Frequent – 2.6 to 5.2 hours per 8-hour day

Constant – More than 5.3 hours per 8 hour day

Occurrence: How often activity or task is performed

Daily – Occurs regularly

Intermittent – Task performed several times throughout the day

Periodic – Not done on a daily basis

Duration: The length of time a task or activity is performed during a session

A. Physical Demands			Essential		Essential								Non-Essential (optional)									Comments		
					Frequency				Occurrence				Duration	Frequency					Occurrence				Duration	
			Y	N	N	S	O	F	C	D	I	P		N	S	O	F	C	D	I	P			
1.	Sit		X						X	X			> 3 hrs											All computer tasks (emails, writing grants, incident reports etc.); meetings; training sessions; driving
2.	Stand		X				X			X			> 1 hr											Making presentation; directing incident response; fire suppression; inspections
3.	Walk	flat or level terrain	X				X			X			< 30 mins											Strike team; incident response; fire suppression; around office; inspections
		uneven terrain	X				X					X	<10 mins											Directing incident response; fire suppression (stepping over hose etc.); inspections
4a.	Lift Above Shoulder	up to 10 pounds	X				X				X		< 1 min											Binders; radio; books; various items during incident response

A. Physical Demands			Essential										Non-Essential (optional)										Comments
			Essential		Frequency				Occurrence		Duration	Frequency					Occurrence		Duration				
			Y	N	N	S	O	F	C	D		I	P	N	S	O	F	C		D	I	P	
	11 – 25 pounds	X			X						X	> 1 min										Various items during incident response	
	26 – 40 pounds	X			X						X	< 1 min										Various items during incident response	
	41 – 55 pounds	X			X						X	< 1 min										Various items during incident response	
	56 – 75 pounds	X			X						X	< 1 min										Various items during incident response	
	>75 pounds	X			X						X	< 1 min										Various items during incident response	
4b.	Lift at Waist or Chest	up to 10 pounds	X				X				X	< 1 min											Binders; radio; books; various items during incident response
		11 – 25 pounds	X			X					X	< 1 min											Various items during incident response
		26 – 40 pounds	X			X					X	< 1 min											Various items during incident response
		41 – 55 pounds	X			X					X	< 1 min											Various items during incident response
		56 – 75 pounds	X			X					X	< 1 min											Various items during incident response
		>75 pounds	X			X					X	< 1 min											Various items during incident response
		4c.	Lift Below Waist	up to 10 pounds	X				X				X	< 1 min									
11 – 25 pounds	X					X					X	< 1 min											Various items during incident response
26 – 40 pounds	X					X					X	< 1 min											Various items during incident response
41 – 55 pounds	X					X					X	< 1 min											Various items during incident response
56 – 75 pounds	X					X					X	< 1 min											Various items during incident response
>75 pounds	X					X					X	< 1 min											Various items during incident response

A. Physical Demands			Essential		Essential								Non-Essential (optional)										Comments		
			Y	N	Frequency				Occurrence				Duration	Frequency					Occurrence					Duration	
					N	S	O	F	C	D	I	P		N	S	O	F	C	D	I	P				
5.	Carry	up to 10 pounds	X				X			X			< 5 mins											Binders; radio; books; various items during incident response	
		11 – 25 pounds	X				X					X	< 5 mins											Various items during incident response	
		26 – 40 pounds	X				X					X	< 5 mins											Various items during incident response	
		41 – 55 pounds	X				X					X	< 5 mins											Various items during incident response	
		56 – 75 pounds	X				X					X	< 5 mins											Various items during incident response	
		>75 pounds	X				X					X	< 5 mins											Various items during incident response	
6.	Push		X				X				X		< 5 mins											Incident response activities	
7.	Pull		X				X				X		< 5 mins											Incident response activities (pulling hose lines etc.)	
8.	Twist		X				X					X	< 5 mins											Obtaining items from filing cabinet or across desk; incident response; inspections	
9.	Bend		X				X				X		< 1 min											Obtaining item from below waist; incident response activities; inspections; training	
10.	Stoop		X				X				X		< 1 min											Incident response activities; inspections; training	
11.	Kneel		X				X				X		< 1 min											Obtaining item from below waist; incident response activities; inspections; training	
12.	Crawl		X				X					X	< 5 mins											Incident response activities	
13.	Crouch		X				X				X		< 1 min											Obtaining item from below waist; incident response activities; inspections; training	
14.	Squat		X				X				X		< 1 min											Obtaining item from below waist; incident response	

Job Description and Essential Function Analysis

Job Title: Fire Captain

A. Physical Demands		Essential		Essential									Non-Essential (optional)										Comments	
		Y	N	Frequency				Occurrence			Duration	Frequency					Occurrence			Duration				
				N	S	O	F	C	D	I		P	N	S	O	F	C	D	I		P			
																								activities; inspections; training
15.	Climb (stairs, steps, ladder)	X			X					X		< 10 mins												Stairs in Fire Department HQ or while performing inspections; ladders while in the field
16.	Run		X	X																				
17.	Jump		X	X																				
18.	Lie down (stomach, side, back)		X	X																				
19.	Balance	X			X					X		< 10 mins												Climbing ladders etc.
20.	Neck extension	X				X				X		< 5 mins												Observing/directing units on roof during incident response; inspections – smoke detectors etc.
	flexion	X				X				X		< 5 mins												Observing/directing units below ground during incident response; inspections; computer work; writing grants
	turning	X			X					X		< 1 min												Incident response; inspections; driving
21.	Upper Extremity Activities																							
a.	Reach at, below shoulders	X				X			X		< 5 mins													Inspections; incident response; retrieving item from below waist
	above shoulders	X				X				X		< 5 mins												Inspections; incident response; retrieving item from above shoulders
b.	Grasp simple	X				X			X		< 30 mins													Incident response; inspections; handwriting notes; driving
	power	X			X					X	< 1 min													Incident response; inspections
c.	Manipulate gross	X			X					X	< 1 min													Moving large item
	fine	X				X			X		< 15 mins													Cell phone; handwriting notes; inspections; incident response;

Job Description and Essential Function Analysis

Job Title: Fire Captain

		Essential										Non-Essential (optional)										Comments
		Essential		Frequency				Occurrence		Duration	Frequency				Occurrence		Duration					
A. Physical Demands		Y	N	N	S	O	F	C	D		I	P	N	S	O	F		C	D	I	P	
d.	Keyboard and mouse	X					X		X			< 2 hrs.									All computer tasks (emails, writing grants, incident reports etc.)	
22.	Foot controls	X				X			X			> 30 mins									To and from different stations; driving to teaching classes;	

			Essential									Non-Essential (optional)									Comments	
		Essential		Frequency					Occurrence				Frequency					Occurrence				
B. Mental and Psychological Demands		Y	N	N	S	O	F	C	D	I	P	N	S	O	F	C	D	I	P			
1.	Comprehend and follow instructions	X			X						X											
2.	Perform and complete assigned tasks	X						X	X													
3.	Maintain work pace	X						X	X													
4.	Perform complex or varied tasks	X					X		X													
5.	Relate to others	X					X		X													
6.	Advise, counsel, influence	X					X		X													
7.	Train or give instruction	X					X		X													
8.	Work independently	X					X		X													
9.	Plan, direct, control, supervise	X						X	X													
10.	Supervise employees	X						X	X													
11.	Supervise non-employees		X	X																		
12.	Represent the agency	X						X	X													
13.	Interacting with the public	X				X			X													
14.	Assume responsibility for persons or property	X						X	X													
15.	Participate in team or group activities	X				X					X											
16.	Work around traffic, crowds, distractions	X			X						X											

C. Environmental Exposures			Essential										Non-Essential (optional)										Comments
			Essential		Frequency					Occurrence			Duration	Frequency					Occurrence			Duration	
			Y	N	N	S	O	F	C	D	I	P		N	S	O	F	C	D	I	P		
1.	Work indoors	X						X	X			< 4 hrs.											All office work; meetings; indoor inspections
2.	Work outdoors	X				X					X	< 1 hr.											Fire suppression activities; directing incident response; training sessions; inspections
3.	Driving	X				X			X			> 30 mins											To and from fire stations, meetings etc.
4.	Heights	X			X						X	< 30 mins											Fire suppression activities (e.g. on roof); training sessions
5.	Lighting extremes	X			X						X	< 5 mins											Fire suppression activities (e.g. spotlights, dark buildings)
6.	Temperature extremes	X			X						X	< 5 mins											Moving from AC to non-AC environment; proximity to fire
7.	Airborne contaminants (pollen, smog, smoke, dust)	X			X						X	< 30 mins											Traffic smog; fire smoke during suppression activities
8.	Gas, fumes, odors	X			X						X	< 30 mins											Traffic fumes; fire fumes
9.	Electrical	X			X						X	< 5 mins											Proximity to downed power lines
10.	Water	X			X						X	< 5 mins											Water lines/hoses during incident response
11.	Biohazard	X			X						X	< 5 mins											Bodily fluids during incident response
12.	HazMat (includes solvents, ammonia, lead, asbestos, paint, welding, corrosives)	X			X						X	< 5 mins											During hazardous materials spills
13.	Flammable, combustible	X			X						X	< 5 mins											During fires, motor vehicle accidents etc.
14.	Noise (above 85dB)	X				X				X		< 30 mins											Driving; incident response
15.	Vibration	X			X						X	< 5 mins											During incident response
16.	Explosives		X	X																			

Job Description and Essential Function Analysis

Job Title: Fire Captain

				Essential								Non-Essential (optional)								Comments <i>Identify for which function each is required</i>
				Essential		Frequency				Occurrence		Frequency				Occurrence				
D. Communication and Sensory Demands		Y	N	N	S	O	F	C	D	I	P	N	S	O	F	C	D	I	P	
1.	Sight	X						X	X											1 2 3 4 5 6
2.	Smell	X			X						X									2 3 4
3.	Hearing	X						X	X											1 2 3 4 5 6
4.	Taste		X	X																
5.	Tactile, touch (e.g., hot, texture)	X			X						X									2 3 4
6.	Speaking	X					X		X											1 2 3 4 5
7.	Reading	X					X		X											1 2 3 4 5 6
8.	Writing	X					X		X											1 2 3 4 5

			Essential										Non-Essential (optional)										Comments
			Essential		Frequency					Occurrence			Duration	Frequency					Occurrence			Duration	
E. Equipment, Vehicles, Machinery			Y	N	N	S	O	F	C	D	I	P		N	S	O	F	C	D	I	P		
1.	Office equipment	keyboard	X					X		X			> 3 hrs.										
		copier, fax	X				X			X			< 15 mins										
		telephone, cell	X				X			X			> 1 hr.										
		pen, stapler, etc.	X				X			X			< 5 mins										
		postage, binding	X				X					X	< 1 hr.										
2.	Hand tools			X	X																		
3.	Safety equipment/PPE		X				X				X	< 1 hr.											
4.	Private passenger vehicle		X				X			X		< 30 mins											
5.	Golf cart, utility vehicle		X				X				X	< 1 hr.											
6.	Motorcycle, bicycle			X	X																		
7.	Light utility vehicle or truck		X				X				X	< 1 hr.											
8.	Heavy utility vehicle			X	X																		
9.	Earthmoving equipment			X	X																		
10.	Construction equipment			X	X																		
11.	Transit equipment			X	X																		
12.	Landscaping equipment			X	X																		
13.	Incident response equipment		X				X				X	< 1 hr.											

Job Description and Essential Function Analysis

Job Title: Fire Captain

Completed by: Brett Russell

Title: Fire Chief

Company: City of Bishop

Signature: _____

Date: _____

Employer Representatives:

Name: Deston Dishion

Signature: _____

Date: _____

CITY OF BISHOP
MONTHLY SALARY SCHEDULE
July 1, 2024 - June 30, 2025

ADMINISTRATION

Position	Step 1	Step 2	Step 3	Step 4	Fixed
City Administrator					\$15,361
Assistant to the City Administrator (Not Filled)	\$7,811	\$8,592	\$9,364		
City Clerk					\$8,649
Personnel/Payroll & Benefits Specialist					\$8,161
Executive Secretary/Assistant City Clerk (Not Filled)	\$5,578	\$6,138	\$6,751	\$7,426	

FINANCE DEPARTMENT

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Finance Director	\$8,649	\$9,514	\$10,464		
Accounting Secretary/Budget Manager (Not Filled)	\$5,579	\$6,138	\$6,751	\$7,426	
Administrative / Accounting Assistant	\$4,419	\$4,863	\$5,347	\$5,884	

COMMUNITY SERVICES DEPARTMENT

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Community Services Director (Not Filled)					\$11,622
Community Services Manager					\$7,845
Community Services Administrative Assistant	\$4,419	\$4,863	\$5,347	\$5,884	
Parks Supervisor	\$4,573	\$5,032	\$5,534	\$6,514	
Recreation Supervisor (Not Filled)	\$4,573	\$5,032	\$5,534	\$6,514	
Parks Facilities Lead Worker	\$4,155	\$4,571	\$5,027	\$5,531	

FIRE DEPARTMENT

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Fire Chief					\$11,622
Deputy Fire Chief (Not Filled)					\$10,105
Assistant Fire Chief	\$3,557	\$3,912	\$4,304	\$4,734	
~~Fire Prevention Officer II (Not Filled)~~	~~\$5,211~~	~~\$5,734~~	~~\$6,307~~	~~\$6,940~~	
~~Fire Prevention Officer I~~ Fire Captain	~~\$4,573~~	~~\$5,032~~	~~\$5,534~~	~~\$6,087~~	
Administrative Assistant	\$4,419	\$4,863	\$5,347	\$5,884	

POLICE DEPARTMENT

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Chief					\$13,520
Lieutenant					\$10,105
Sergeant	\$7,583	\$8,341	\$9,175		
Corporal	\$6,759	\$7,435	\$8,178		
Police Officer	\$6,202	\$6,891	\$7,659		
Police Officer in Training	\$4,685	\$5,152	\$5,669		
Community Services Officer	\$4,419	\$4,863	\$5,347		
Police Records Clerk	\$4,419	\$4,863	\$5,347	\$5,884	
Police Services Technician	\$4,471	\$4,918	\$5,410	\$5,951	
Senior Communications Operator	\$5,152	\$5,668	\$6,235	\$6,858	
Communications Operator	\$4,258	\$4,685	\$5,152	\$5,669	

CITY OF BISHOP
MONTHLY SALARY SCHEDULE
July 1, 2024 - June 30, 2025

PUBLIC WORKS DEPARTMENT

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Public Works Director					\$12,662
Public Works Superintendent (Not Filled)					\$9,926
Public Services Officer (Not Filled)	\$5,896	\$6,485	\$7,132	\$7,846	
Public Works Supervisor	\$5,896	\$6,485	\$7,132	\$7,846	
Lead Maintenance Worker	\$5,211	\$5,734	\$6,307	\$6,940	
Maintenance Worker	\$4,573	\$5,032	\$5,534	\$6,087	
Public Works Secretary	\$4,419	\$4,863	\$5,347	\$5,884	

PLANNING DEPARTMENT

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Senior Planner (Not Filled)					\$7,687
Assistant Planner	\$5,211	\$5,734	\$6,307	\$6,940	

Cost of Living Adjustments for Miscellaneous, Mid-Management, Management, and Bishop Police Officers Association contracts for Fiscal Years as follows:
2024/2025 - 4%

For all Step Classifications -Step Increases occur annually with one year in between each step based on successful employee evaluations.

Approved by Council on:



Agenda Item: 9.E
Date of Meeting: December 9, 2024
Department: Administration

STAFF REPORT

To: City Council
From: Deston Dishion
Subject: **Services Agreement Between the City of Bishop and the Bishop Area Chamber of Commerce & Visitors Bureau**
Prepared On: December 2, 2024
Attachments: City and Chamber Draft Agreement_FY 24-25

Background/History:

Historically the City of Bishop and the Bishop Area Chamber of Commerce have entered into an agreement to provide various services promoting Bishop and its businesses. The Contract term is for 1 year with the ability to extend for 1 additional year. For the past several years the contracted amount has been \$75,000 and the use of the Chamber Building facility.

Analysis/Discussion:

During the 2024/2025 Strategic Planning meeting held by the City Council, the Chamber asked for a \$10,000 increase in funding. The agreement before you tonight reflects the \$10,000 increase. Also of note is the change in the facility use section 3.1.1 which states that the Contractor understands that the space at 690 North Main may have to be vacated with 30 days' notice from the City.

Budget Impacts:

The funds are accounted for in the 2024/2025 budget.

Legal Review:

Recommended Action:

City Council consider approving the 2024-2025 Services Agreement with Bishop Area Chamber of Commerce and authorize the City Administrator to sign.

Approved By: Deston Dishion 12/02/2024

Approved By: Ethan Aukee 12/2/2024

Approved By: Robin Picken 12/2/2024

Approved By:

SERVICES AGREEMENT BETWEEN THE CITY OF BISHOP AND THE BISHOP AREA CHAMBER OF COMMERCE & VISITORS BUREAU

1. PARTIES AND DATE

This Agreement is made and entered into effective on the ____ day of _____ 2024, by and between the City of Bishop, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 377 W. Line Street, Bishop, California, 93514 ("City") and the Bishop Chamber of Commerce, a California corporation, with its principal place of business at 690 North Main Street, Bishop, CA 93514, ("Contractor" or "BCC"). City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS

2.1 Contractor

Contractor desires to perform and assume responsibility for the provision of City's tourism attraction, marketing and branding services, required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing said professional services and is familiar with the goals of the City in this regard.

2.2 Project

City desires to engage Contractor to render such professional services related to City's visitor attraction, marketing, branding, and visitor experience as set forth in this Agreement.

3. TERMS

3.1 Scope of Services and Term

3.1.1 General Scope of Services

Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services related to visitor attraction, marketing, branding, public relations and visitor experiences ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with this Agreement, Exhibits "A," "B," and "C" attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Exhibit "B" sets forth the deliverables under the scope of

work which will be reviewed annually by the parties and updated by written mutual agreement.

Exhibit "C" sets forth compensation under this Agreement, including City's agreement to provide Contractor with office space at no cost. Contractor understands and agrees that City is not agreeing to provide Contractor a leasehold interest in a particular office space. In entering this Agreement, Contractor understands and agrees that, on 30 days' notice, City may require Contractor to vacate the space it currently occupies at 690 North Main Street in Bishop and move to a different location.

3.1.2 Term

The term of this Agreement shall commence on the date first written above and terminate June 30, 2025. The City and BCC may agree to extend the term of this agreement for up to one additional year by written mutual agreement. Notwithstanding the foregoing, this Agreement may be terminated as provided herein.

3.2 Responsibilities of Contractor

3.2.1 Independent Contractor: Control and Payment of Subordinates

The Services shall be performed by Contractor or those under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Key Personnel

Contractor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. The key personnel for

performance of this Agreement are as follows: Executive Director and the Board of Directors.

3.2.3 City's Representative

The City hereby designates the City Administrator or designee to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City but not the authority to change the total compensation due to Contractor under this Agreement. Any official communication from the City of Bishop with respect to the performance of this contract by the Contractor must come from either the City Administrator or the City Council, and no other party.

3.2.4 Contractor's Representative

Contractor hereby designates Tawni Thomson, Executive Director or his/her designee, or the executive director as may be filled during the term of this agreement, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement at the direction of the BCC Board. The Contractor's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.5 Coordination of Services

Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors and other staff at all reasonable times.

3.2.6 Standard of Care: Performance of Employees

Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement

from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein.

3.2.7 Laws and Regulations

Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations

3.2.8 Insurance

3.2.8.1 Time for Compliance

Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

3.2.8.2 Type of Insurance Required

As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Contractor, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

- (A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, and shall be no less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits

by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

- (B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities shall be in an amount of not less than \$1,000,000 combined limit for each occurrence.
- (C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

3.2.8.3 Endorsements

Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

- (A) The policy or policies of insurance required by Section 3.2.8.2(A); Commercial General Liability shall be endorsed to provide the following:
 - (1) Additional Insured: Contractor agrees to endorse the third-party general liability coverage required herein to include as additional insured the City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition date of 1985. Contractor also agrees to require all contractors, subcontractors, and anyone else involved in any way with the Services contemplated by this Agreement to do likewise.
 - (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.
- (B) The policy or policies of insurance required by Section 3.2.8.2(B) Automobile Liability, and Section 3.2.8.2(D) Professional Liability, shall be endorsed to provide the following:
 - (1) Cancellation: Required insurance policies shall not be canceled, or the coverage reduced until a thirty (30) day

written notice of cancelation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) The policy or policies of insurance required by Section 3.2.8.2(C), Workers' Compensation, shall be endorsed to provide the following:

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

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

3.2.8.4 Primary and Non-Contributing Insurance

All insurance coverage shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.8.5 Waiver of Subrogation

Required insurance coverage shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.8.6 Deductible

Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.8.7 Evidence of Insurance

Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is canceled or reduced,

Contractor shall, within ten (10) days after receipt of written notice of such cancelation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.8.8 Failure to Maintain Coverage

Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due to Contractor until Contractor has fully complied with the insurance provisions of this Agreement. In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.8.9 Acceptability of Insurers

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

3.2.8.10 Insurance for Subcontractors

All subcontractors shall be included as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the subcontractor's policies. Contractor shall provide to City satisfactory evidence as required under Section 3.2.8.1 of this Agreement.

3.2.9 Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property

In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3 Fees and Payments

3.3.1 Compensation

The City will provide to Contractor compensation under the terms and conditions as provided for in Exhibit "C". If this Agreement is extended, Exhibit "C" will be updated each fiscal year to reflect the current year compensation for BCC.

3.3.2 Reserved

3.3.3 Reimbursement for Expenses

The compensation provided for in this Agreement constitutes the total compensation to be provided to Contractor. Contractor shall not be granted additional reimbursement for any expenses.

3.3.4 Extra Work

At any time during the term of this Agreement, City may request that Contractor perform Extra Work to be agreed upon in writing between the parties in exchange for additional compensation to be agreed upon between the parties. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the agreed upon task, service or project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.4 Accounting Records

3.4.1 Maintenance and Inspection

Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions

3.5.1 Termination of Agreement

3.5.1.1 Grounds for Termination

City may by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been actually rendered to City, and Contractor

shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause, which shall consist solely of a breach by City that remains uncured following sixty (60) days' notice from Contractor to City specifying the nature of the alleged breach. Contracts entered into by Contractor which are supported by funds provided under this Agreement, which are consistent with the purposes of this Agreement, and for which the project or service was approved through the a public process approved by Contractor's Board of Directors and for which funds were allocated shall continue to be funded by the City to the extent possible, subject to the availability of funding and ability for the City to assume the contractual obligations, through what would otherwise have been the expiration date of this Agreement if this Agreement is terminated without cause.

3.5.1.2 Effect of Termination

If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Replacement services

In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices

All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor: Bishop Area Chamber of Commerce & Visitors Bureau
690 N. Main Street
Bishop, CA 93514
ATTN: Executive Director

City: City of Bishop
377 W. Line Street

Bishop, CA 93514

ATTN: City Administrator

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality

All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of City, be used by Contractor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or

is generally known, or has become known, to the related industry shall be deemed confidential.

3.5.3.3 Confidential Information

The City shall refrain from releasing Contractor's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Contractor of its intention to release Proprietary Information. Contractor shall have five (5) working days after receipt of the Release Notice to give City written notice of Contractor's objection to the City's release of Proprietary Information. Contractor shall indemnify, defend, and hold harmless the City, and its officers, directors, employees and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Contractor fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Brown Act, Public Records Act, Conflict of Interest and Harassment Training and Compliance

At all times during the term of this Agreement, Contractor's board of directors shall comply fully with the Ralph M. Brown Act, Government Code Section 54950 et seq. Contractor's obligation hereunder shall not be limited to complying with the Brown Act with respect to the Services, but rather such obligations shall apply to all activities of Contractor and/or its board during the term of this Agreement. Contractor shall comply with the California Public Records Act (Government Code Section 6250 et seq). Contractor shall comply with the provisions of the Political Reform Act and the related regulations adopted by California Fair Political Practices Commission, including without limitation the provisions and regulations concerning conflicts of interest. Specific conflict standards for the board and staff will be defined in an adopted conflict of interest policy. Contractor's management staff and board shall attend similar harassment and ethics training as required of City elected officials and staff, by attending City or, other governmental agency sponsored training or similar online training program. Documentation of training will be maintained by Contractor. BCC shall notify the City Clerk of any Board vacancy and the Name(s) of all new board

members. The City, with costs funded from the tourism reserve as provided for in Exhibit C will provide clerking support services to include preparation of agendas, clerking meetings, preparing minutes and coordination of compliance with the above laws and similar support for standing committees that are subject to the Brown Act. All of Contractor's public meetings shall be held in the City Council Chambers and broadcast through the Granicus system, which may include cable TV government channel broadcasting, unless there is a conflict for meeting space and meetings cannot be rescheduled.

3.5.5 Reserved

3.5.6 Cooperation: Further Acts

The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.7 Attorney Fees

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.8 Indemnification

3.5.8.1 Scope of Indemnity

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors or agents in connection with the performance of the Contractor's Services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses.

3.5.8.2 Additional Indemnity Obligations

Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.8.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any

judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents, or volunteers.

3.5.9 Entire Agreement

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.10 Governing Law

This Agreement shall be governed by the laws of the State of California. The venue shall be in Inyo County.

3.5.11 Time of Essence

Time is of the essence for each and every provision of this Agreement.

3.5.12 City's Right to Employ Other Contractors

City reserves the right to employ other Contractors.

3.5.13 Successors and Assigns

This Agreement shall be binding on the successors and assigns of the parties.

3.5.14 Assignment or Transfer

Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.15 Construction: References; Captions

Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.16 Amendment; Modification

No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.17 Waiver

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.18 No Third-Party Beneficiaries

There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.19 Invalidity: Severability

If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.20 Prohibited Interests

Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.21 Equal Opportunity Employment

Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.22 Labor Certification

By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

3.5.23 Authority to Enter Agreement

Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.24 Counterparts

This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.25 No Leasehold Created; City May Require Contractor to Vacate Office Premises and Move to an Alternate Location

Exhibit "C" requires the City to provide office space at no charge for the Bishop Chamber of Commerce & Information Center, including utilities and maintenance (estimated value of \$50,000 per year). Nothing in Exhibit "C" or this Agreement is intended to create a leasehold for particular premises. Upon thirty (30) day's advance notice in writing, Contractor shall vacate the premises at 690 North Main Street and move its operations to an alternate office location designated by the City._

3.6 Subcontracting

3.6.1 To the extent that Contractor subcontracts any portion of the work required by this Agreement, each such subcontract shall contain a provision making it subject to all relevant stipulated in this Agreement.

CITY OF BISHOP

BISHOP AREA
CHAMBER OF COMMERCE &
VISITORS BUREAU

By: _____
City Administrator

By: _____
Executive Director

Attest:

By: _____
City Clerk

Approved as to Form:

By: _____

City Attorney

EXHIBIT A

SCOPE OF SERVICES

Bishop Area Chamber of Commerce & Visitors Bureau ("BCC") is tasked with improving the tourism industry in City and increasing quality visitation. The scope of services provides an overview of the engagement between BCC and the City of Bishop ("City"). Specific deliverables within these scope of service categories will be drafted by BCC and delivered to City Council as part of the annual budget and operating plan review.

Marketing Services: Scope of Work

Bishop Chamber of Commerce serves as both the Destination Marketing/Management Organization and Local Chamber of Commerce/Information Center.

Destination Marketing/Management Programs Include:

Information Center: Open year-round. Staffed with knowledgeable and professional team. Assist walk-in, telephone and email guests with all types of inquiries.

Website: www.bishopvisitor.com is continually updated to offer information about seasonal recreational activities, events that attract visitors, emergency alerts such as weather & road conditions.

Visitor Guide: Magazine style publication updated annually. Print edition distributed at travel shows, regional visitor centers and businesses via Certified Folder Display. Digital version available as download from website.

Advertising: Display ads in a variety of regional and national print and digital publications.

Social Media: Paid placements in out-of-the-area markets on Facebook & Instagram as well as Google Search Ads. Coordinate strategic organic social media programs including Facebook, Instagram, TikTok and YouTube.

Visit Bishop Mobile App (Visit Widget): Available as free app. Useful for guests planning where to go and what to do while in Bishop.

Travel & Sport Shows: Promote Bishop at direct-to-consumer travel and outdoor recreation shows in major cities.

Media Fam Tours: Host social media influencers and travel writers to develop positive stories about Bishop.

Blake Jones Trout Derby: Organize and promote the state's largest and longest running single-day trout derby.

Other Events That Draw Visitors To Bishop: Support and promote Craggin' Classic, Mule Days, Tri-County Fair, VCMC Dual Sport, Flash Foxy, Eastern Sierra Pride, CHSRA State Finals Rodeo Championship and others.

Local-to-Local/Community Programs Include:

Christmas Events: Bishop Chamber is lead organizer of the annual Main Street Christmas Parade and Tree Lighting Ceremony in Bishop City Park. Bishop Chamber also organizes and promotes events designed to increase local shopping during the holiday season (Shop Local Raffle).

Local Events: Bishop Chamber promotes many events produced by other organizations that provide entertainment and cultural enrichment for residents including 4th of July Big Day in the Park and Fireworks, Downtown Markets, Hispanic Heritage Celebration, Monday Night Band Performances in Bishop City Park, Playhouse 395 performances and others.

Networking: Bishop Chamber hosts bi-monthly after hours "mixers" at local business locations for the purpose of highlighting the business and bringing businesspeople together with community leaders to discuss topics in a fun and relaxed setting.

Business Education: Bishop Chamber hosts bi-monthly "lunch & learn" with featured guest speakers on topics that are interesting and helpful for local small businesses.

Community Engagement: Support and promote City of Bishop projects such as planning workshops, surveys and studies. Assist City of Bishop staff by providing data collected by the Bishop Chamber. Maintain database and schedule for monthly Inyo Associates meetings.

EXHIBIT B

FY 2024-25 STRATEGIC PLANNING GOALS

This exhibit will be updated annually with a strategic planning session conducted by the BCC Board. Each of the goals planned for the fiscal year will tie directly to the Scope of Services outlined in Exhibit A. All goals should be specific, measurable, attainable, relevant, and timely in order to serve as a true measure of success.

Key Goals/Objectives for FY 2024-2025:

- Continue promoting Bishop as a highly desirable destination, not merely a stopover location.
- Include *Responsible Recreation* messaging in all efforts – focus on attracting the type of guests that are a good fit for our community.
- Work to increase occupancy, average daily rate and length of stay.
- Monitor all marketing investments to ensure reasonable progress is being made.
- Promote commercial air service to Bishop airport. Assist guests with planning ground transportation.
- Increase social media marketing efforts for local focused events.
- City of Bishop will continue to help the Chamber find a new location.
- Support City of Bishop efforts to create a new brand/logo for the destination.

Deliverables:

Bishop Chamber will provide monthly progress reports to City Council

Bishop Chamber will provide an annual report to Bishop City Council including social media metrics, website visitation and data collected through Google Analytics, Smith Travel Research, DataFy and other sources.

Additional Information:

The Bishop Chamber of Commerce is a local based non-profit organization. Our mission is to promote business, tourism and responsible recreation for the benefit of our community. The Chamber of Commerce side of the organization is largely self-sufficient, funded by membership dues and fundraising. The Destination Marketing/Management side of the organization has a much larger operating budget with funding derived from many sources including City of Bishop, County of Inyo, event co-sponsorships and Bishop Tourism Improvement District.

EXHIBIT C

COMPENSATION

This exhibit will be updated annually based on the City budget, approved Transient Occupancy Tax (TOT) revenue and any adjustments to allocation or reserve rates approved by City Council. The City will provide an updated Exhibit C by July 1 of each year.

Section 1: Payments, Financial Accounting, and Reporting

- (a) Funding Amount for FY 2024-25
For FY 2024-25, Contractor shall receive \$85,000. The City of Bishop also shall provide office space at no charge for the Bishop Chamber of Commerce & Information Center, including utilities and maintenance (estimated value of \$50,000 per year).
- (b) By January 30th of each year, BCC will provide to the City an accounting, plus a copy of any audit of expenditures showing the use of City provided funding for the previous fiscal year, July 1 to June 30.
- (c) Funds received from non-City sources shall be identified and accounted for separately. Separation of sources and uses of funds is necessary to provide accounting of the use of restricted funds in compliance with any restrictions placed on funding.

Section 2: The City may in its sole discretion provide additional funding to BCC in amounts approved by a resolution of the City Council. The resolution will

set forth the purpose of the funding, the source, any restrictions, and other matters relating thereto.

Section 3: In the event BCC ceases to operate or exist, or the Agreement is terminated, all unexpended City funds held by BCC shall be returned to the City.

Section 4: FY 2024-25 Payment Schedule

- (a) Contractor shall invoice the City for two payments pertaining to FY 2024-25.
- (b) Invoice 1 shall be submitted for services rendered through December 31, 2024.
- (c) Invoice 2 shall be submitted for services rendered through June 30, 2025.
- (d) Invoice 2 shall be submitted no later than July 31, 2025.



Agenda Item: 9.F
Date of Meeting: December 9, 2024
Department: Planning

STAFF REPORT

To: City Council
From: Ana Budnyk
Subject: **Professional Service Agreement with Mammoth Lakes Housing**
Prepared On: November 5, 2024
Attachments: PROFESSIONAL SERVICE AGREEMENT WITH MAMMOTH LAKES HOUSING
Archive_MLH Agreement_Long Term Monitoring Willow Plaza Apts
Archive_MLH Agreement_CDBG Grant 09-STBG-6407

Background/History:

This agreement consolidates two existing professional services agreements with Mammoth Lakes Housing (MLH) into a single updated contract. The City previously held two 5-year contracts with MLH:

1. **Management of the CDBG Grant 09-STBG-6407:** Expired on July 31, 2024.
2. **Long-term Monitoring of Willow Plaza Apartments:** Set to expire on December 31, 2025.

Key Changes in the New Contract:

- **Updated Rates:** Reflecting current service costs.
- **Contract Term:** Reduced from 5 years to 3 years.
- **Shift in Responsibilities:**
 - The City's Finance and Planning Departments will now manage Tasks B and E, previously handled by MLH.
- **Cost for Public Meeting Attendance:**
 - MLH has provided a cost structure for attending public meetings if the Council requests their presence to report on MLH's work related to City of Bishop programs.
 - This excludes project-related reports where MLH is acting as a developer

Analysis/Discussion:

n/a

Economic Impacts:

n/a

Budget Impacts:

The costs associated with this agreement are budgeted within the City's 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:

Council consideration is requested to approve the agreement as presented, with a total amount not to exceed sixteen thousand six hundred nine dollars (\$16,609) over the 3-year term.

Approved By: Russell A. Hildebrand 12/03/2024

Approved By: Ethan Aukee 12/04/2024

Approved By: Robin Picken 12/4/2024

Approved By: Deston Dishion 12/4/2024

**CITY OF BISHOP
PROFESSIONAL SERVICE AGREEMENT WITH
MAMMOTH LAKES HOUSING**

This professional service agreement ("Agreement"), is made and effective as of September 1, 2024, between the City of Bishop ("Agency"), a municipal corporation, and Mammoth Lakes Housing Inc., d.b.a. Eastern Sierra Community Housing ("Consultant"), a California not-for-profit public benefit corporation. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This Agreement shall commence on January 1, 2025 and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2027, unless sooner terminated pursuant to the provisions of this Agreement.

II. SERVICES

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. To the extent that Exhibit A is a proposal from Consultant, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this Agreement unless specifically agreed to in writing.

III. PERFORMANCE

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

IV. AGENCY REPRESENTATIVE

Agency's Administrator shall represent Agency in all matters pertaining to the administration of this Agreement, review and approve 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 Administrator 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 V hereof.

V. PAYMENT

- A. The Agency agrees to pay Consultant in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Sixteen thousand six hundred nine dollars (**\$ 16,609**) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.
- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency Administrator. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency Administrator and Consultant at the time Agency's written authorization is given to Consultant for the performance of said services.
- C. Consultant shall submit invoices for actual services performed. Invoices shall be submitted as soon thereafter as practical for services provided. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the 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. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. TERMINATION OF AGREEMENT

- A. Except as otherwise provided herein below, either party may terminate this Agreement without cause, or any portion hereof, by serving written notice of termination upon the other party at least ten (10) days prior to the date of termination. Upon receipt of said notice, the Consultant 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 Consultant 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 Consultant will submit an invoice to the Agency as provided herein above.

VII. DEFAULT

- A. Either party's failure to comply with the provisions of this Agreement shall constitute a default. In the event that either party is in default for cause under the terms of this Agreement, the affected party shall promptly notify the deficient party of such default and following such notice shall have no obligation or duty to continue compensating or providing any work after the date of default and can terminate this Agreement immediately by written notice to the other party. If such

failure hereunder arises out of causes beyond either party's control, and without fault or negligence, it shall not be considered a default.

- B. If the Agency Administrator determines the Consultant is in default in the performance of any of the terms or conditions of this Agreement, Agency shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have thirty (30) days after service of default notice to cure the default as directed by the Agency in the notice of default. In the event the Consultant fails to cure its default within such period of time, 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.

VIII. 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 Agency at reasonable times with not less than twenty-four hours prior notice to such books and records; shall give Agency the right to examine and audit said books and records; shall permit Agency to make transcripts or copies 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 of this Agreement, 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. 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, copying and/or printing computer files. Consultant hereby grants to Agency all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnification

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Agency and any and all of its officials, employees, agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including attorney's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of services under this Agreement. Consultant's duty to indemnify and hold harmless Agency shall not extend to the negligence or willful misconduct of Indemnified Parties.

B. Duty to defend

In the event the Indemnified Parties, individually or collectively, are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by Agency, Consultant shall defend the Indemnified Parties at Consultant's cost or at Agency's option, to reimburse Agency for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Consultant's negligent acts, errors or omissions. Payment by Agency is not a condition precedent to enforcement of this provision. In the event of any dispute between Consultant and Agency, as to whether liability arises from negligence or willful misconduct of the Indemnified Parties, Consultant will not be obligated to pay for Agency's defense.

X. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached herewith and incorporated herein by this reference as though set forth in full.

XI. INDEPENDENT CONTRACTOR

- A. Consultant is and shall at all times remain as to the Agency a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. 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 and/or its employees for performing services hereunder for Agency. Agency shall not be liable for compensation or indemnification to Consultant for injury or sickness to its employee(s) arising out of performing services hereunder.

XII. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of local, 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.

XIII. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was 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 has or 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 Agency to any and all remedies at law or in equity.

XIV. NO BENEFIT TO ARISE TO AGENCY EMPLOYEES

During their tenure and for one year thereafter, 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 services under this Agreement 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 services performed under this Agreement.

XV. 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, which shall not be unreasonably conditioned, delayed or withheld. Consultant, its officers, employees, agents, or subconsultants, shall

not without written authorization from the Agency Administrator or unless requested by the Agency or required by law, 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 ("Discovery"), 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, unless the Agency is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the Agency of such Discovery. Agency retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless Agency is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such 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.

XVI. 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 (e.g., Federal Express), which provides a receipt showing date and time of delivery; or (iii) 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 377 W. Line St. Bishop CA 93514

Attention: City Clerk

To CONSULTANT: Eastern Sierra Community Housing, 587 Old
Mammoth Rd. Suite 4,, PO Box 260, Mammoth
Lakes, CA, 93514

Attention: Executive Director

XVII. ASSIGNMENT

- A. Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the Agency. Due to the personal nature of the services to be rendered pursuant to this Agreement, only Consultant and its employees shall perform the services described in this Agreement.
- B. Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide Agency with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision identical to the one provided herein identifying Agency as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from Agency for such insurance.
- C. Patricia Robertson may use employees/assistants, under their direct supervision, to perform some of the services under this Agreement. Consultant shall provide Agency fourteen (14) days' notice prior to the departure of Executive Director from Consultant's employ. Should Patricia Robertson leave Consultant's employ, the Agency shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the Consultant.

XVIII. 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.

XIX. 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.

XX. 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 and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, 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.

XXI. SEVERABILITY

Any part, provision, or representation of this Agreement or any of its exhibits, including, but not limited to Exhibit C, which is held to be invalid, void or unenforceable by a court of competent jurisdiction, shall be limited to that part, provision or representation and all other parts, provisions, or representations herein shall remain in full force and effect.

XXII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

Mammoth Lakes Housing, Inc., a California nonprofit public benefit corporation, d.b.a.,
Eastern Sierra Community Housing

By: _____
Patricia Robertson, Executive Director

City of Bishop
A Municipal Corporation

By: _____
Deston Dishion, City Administrator

ATTEST:

Robin Picken, City Clerk

APPROVED AS TO FORM:
Dean Pucci, City Attorney

By: _____

Attachments: **EXHIBIT A TASKS TO BE PERFORMED**
 EXHIBIT B PAYMENT SCHEDULE
 EXHIBIT C INSURANCE REQUIREMENTS

**EXHIBIT A
TASKS TO BE PERFORMED**

HOME Investment Partnerships Program (HOME)

A. HOME Program Long-Term Monitoring and Reporting for Willow Plaza Apartments

The Consultant will:

1. Complete annual long-term monitoring requirements as outlined in the HOME Grant Management Manual for the HOME Investment Partnerships Program (HOME) Standard Agreement Number 05-HOME-1675 for Willow Plaza Apartments.
2. Submit all reports in compliance with Department of Housing and Urban Development (HUD) deadlines. Currently, HOME reports are due by **August 1st** for each of the 3 years listed below.
3. The Consultant will notify the Agency immediately if they are unable to meet a HOME deadline or if HUD changes the submission deadline for HOME reports.
4. Respond to any questions from HUD regarding submitted reports.
5. Provide an invoice to the City upon completion of the monitoring report and its submission to HUD.
6. Complete all services in a professional, accurate, and timely manner.

B. HOME Program Income Management

The City will:

1. Prepare the HOME Annual Performance Reports, including the Program Income and Recaptured Funds Summary, by **August 1st**.

Community Development Block Grant (CDBG) 09-STBG-6407

C. CDBG Loan Monitoring

The Consultant will:

1. Complete annual occupancy certification for 2 properties and ensure compliance with the required payment of insurance on real property loans as described by the Community Development Block Grant (CDBG) Grant Management Manual for the City of Bishop's Mortgage Loan Portfolio by July 1st for each of the 3 years listed below.
2. Submit the report and an accompanying invoice, to the City upon completing Task 1.

D. Subordination Request Coordination

Upon receiving the request from the borrower, the Consultant will:

- Provide a scope of work and an estimated quote or not to exceed amount to the City prior to any work being conducted pursuant to Section D.
- If proposal above is approved by the City, coordinate requests for subordination between borrowers and the City.

E. CDBG Income Reporting and Compliance

The City will:

- Complete Semi-Annual 1 (July 1–December 31) and Semi-Annual 2 (January 1–June 30) reporting through the eCivis portal, as described in the *CDBG Grant Management Manual* and the 09-STBG-6407 Standard Agreement.

**EXHIBIT B
PAYMENT SCHEDULE**

Tasks	Year 1	Year 2 2.5% Escalation	Year 3 2.5% Escalation	Total Contract Price
A. HOME Program Long-Term Monitoring and Reporting for Willow Plaza Apartments	\$ 4,200	\$ 4,305	\$ 4,413	\$12,918
C. CDBG Loan Monitoring (<i>for 2 loans, estimated to take 4 hours per loan</i>)	Hourly Rates apply, not exceed \$ 1, 200	Hourly Rates apply, not exceed \$ 1, 230	Hourly Rates apply, not exceed \$ 1, 261	\$ 3,691
				\$ 16,609

Loan Monitoring Hourly Rates:

Staff	Year 1	Year 2 2.5% Escalation	Year 3 2.5% Escalation
Executive Director	\$150	\$154	\$158
Associate	\$80	\$82	\$84
Intern	\$60	\$62	\$63
Transaction Coordinator	\$40	\$41	\$42

On-demand Task (<i>May occur upon receiving the request from the borrower</i>)	Year 1	Year 2 2.5% Escalation	Year 3 2.5% Escalation
D. Subordination Request Coordination	Hourly Rates apply, not exceed \$ 1, 200	Hourly Rates apply, not exceed \$ 1, 230	Hourly Rates apply, not exceed \$ 1, 261

As-requested Task (<i>May occur upon request from the City</i>)	Year 1	Year 2 2.5% Escalation	Year 3 2.5% Escalation
Public Meeting Attendance	\$825	\$846	\$867

EXHIBIT C INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of Agency, and prior to commencement of work and/or services under this Agreement, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Agency.

General liability insurance. Consultant 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. Consultant 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 Consultant 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.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

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

Consultant 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.

Should Consultant obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

Other provisions or requirements

Proof of insurance. Consultant 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. Consultant 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 Consultant, their agents, representatives, employees, or subconsultants.

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 Consultant will promptly reimburse any premium paid by Agency or Agency will withhold amounts sufficient to pay premium from Consultant 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 Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant 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). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant 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 Consultant maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the

Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

Notice of cancellation. Consultant 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 Consultant's insurers are unwilling to provide such notice, then Consultant shall have the responsibility of notifying the Agency immediately in the event of Consultant'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 Consultant'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. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Consultant under this Agreement. Consultant 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 Consultant's Subcontractor cannot comply with this requirement, which proof must be submitted to the Agency, Consultant may still be able to utilize the Subcontractor provided Consultant 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 Consultant, but in all other terms consistent with the Consultant's requirements under this Agreement. This provision does not relieve the Consultant 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 Consultant 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 Consultant under this Agreement given the limited scope of work or services provided by the subcontractor. Consultant agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or 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

Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the Agency and Consultant may renegotiate Consultant'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. Consultant shall give Agency prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant 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.

**CITY OF BISHOP
PROFESSIONAL SERVICE AGREEMENT
WITH MAMMOTH LAKES HOUSING, INC.**

This PROFESSIONAL SERVICE AGREEMENT (PSA) ("AGREEMENT"), is made and effective as of January 1, 2021, between the ("AGENCY") City of Bishop, a municipal corporation, and Mammoth Lakes Housing, Incorporated, a California nonprofit public benefit corporation ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on January 1, 2021 and shall remain and continue in effect until services described herein are completed, but in no event later than December 31, 2025 unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

CONSULTANT shall perform the services described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the services according to the schedule of performance which is set forth in Exhibit B. To the extent that Exhibit A and Exhibit B are a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing.

III. PERFORMANCE

CONSULTANT shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all services described herein. Consultant shall provide a list of their staff that will perform the work, along with their hourly wages which shall be labeled Exhibit C. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting its obligations under this AGREEMENT.

CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all report and other services furnished by CONSULTANT under this agreement.

IV. AGENCY MANAGEMENT

Agency's City Administrator 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

Services 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 Services to Be Performed or change CONSULTANT's compensation, subject to Section V hereof.

V. PAYMENT

- A. The AGENCY agrees to pay CONSULTANT annually for the time and materials required to provide the services as described in Exhibit A. The CONSULTANT will provide the Agency with an itemized invoice prepared in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B and Exhibit C, attached hereto and incorporated herein by this reference as though set forth in full. This amount shall not exceed Two Thousand Seven Hundred dollars (\$2,700) annually; for a total of Thirteen Thousand Five Hundred dollars (\$13,500) for the five-year term of the AGREEMENT.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the 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.
- C. CONSULTANT will submit invoices annually for actual services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the 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. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The 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 the 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, the 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 the AGENCY. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the AGENCY pursuant to Section V.

VII. 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 causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.
- B. If the Agency Manager or his/her designee 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 fails to present the AGENCY with a written plan for the cure of the default, 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.

VIII. 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 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 AGENCY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT.

Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

- B. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, 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. 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, copying and/or printing computer files. CONSULTANT hereby grants to AGENCY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the services under this AGREEMENT.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless AGENCY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or sub-consultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify and hold harmless AGENCY shall not extend to the AGENCY's sole or active negligence.

B. Duty to defend

In the event the AGENCY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by AGENCY, CONSULTANT shall defend the AGENCY at CONSULTANT's cost or at AGENCY's option, to reimburse AGENCY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT's negligent acts, errors or omissions. Payment by AGENCY is not a condition precedent to enforcement of this indemnity. In the event of any

dispute between CONSULTANT and AGENCY, as to whether liability arises from the sole or active negligence of the AGENCY or its officers, employees, or agents, CONSULTANT will be obligated to pay for AGENCY's defense until such time as a final judgment has been entered adjudicating the AGENCY as solely or actively negligent. CONSULTANT 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.

X. 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.

XI. INDEPENDENT CONSULTANT

- A. CONSULTANT is and shall at all times remain as to the AGENCY a wholly independent consultant and/or independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. 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.

XII. 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.

XIII. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was 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 has or 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 AGENCY to any and all remedies at law or in equity.

XIV. 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.

XV. 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 sub-consultants, 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 sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the AGENCY, unless the AGENCY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the AGENCY of such Discovery.

AGENCY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless AGENCY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such 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.

XVI. 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
 377 West Line Street
 Bishop, CA 94514
 Attention: City Administrator

To CONSULTANT: Mammoth Lakes Housing, Inc.
 P.O. Box 260
 Mammoth Lakes, CA 93546
 Attention: Executive Director

XVII. ASSIGNMENT

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the AGENCY. Only the CONSULTANT's staff, listed in Exhibit C, shall perform the services described in this AGREEMENT. CONSULTANT shall inform the AGENCY immediately if the wish to make a substitution to Exhibit C. Should the Consultant wish to make a substitution the AGENCY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the disclosure of this information. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the CONSULTANT. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide AGENCY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include and indemnity provision similar to

the one provided herein and identifying AGENCY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from AGENCY for such insurance.

XVIII. 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.

XIX. 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.

XX. 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 and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, 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.

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XXI. 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.

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

MAMMOTH LAKES HOUSING, INC. (CONSULTANT)


Patricia Ann Robertson, Executive Director
Mammoth Lakes Housing, Inc.

CITY OF BISHOP (AGENCY)


Ron Phillips, City Administrator
City of Bishop

ATTEST:


Robin Picken, City Clerk
City of Bishop

APPROVED AS TO FORM:

Agency Attorney

By: 
Dean Pucci, City Attorney
City of Bishop

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Schedule of Payments
	Exhibit C	Hourly Rate Sheet
	Exhibit D	Insurance Requirements

EXHIBIT A
SCOPE OF SERVICES

CONSULTANT shall furnish the Services as described below:

1. Completion of Annual Long Term Monitoring Requirements as described by the HOME Grant Management Manual for:

Willow Plaza Apartments
A HOME Investment Partnerships Program (HOME)
Standard Agreement Number 05-HOME-1675
324 Willow Street, Bishop, CA

2. Services will include responding to any questions which the Department of Housing and Urban Development (HUD) may have regarding submitted reports.
3. Consultant shall complete work in a timely manner and comply with all Department of Housing and Urban Development deadlines regarding submission of annual reports or other correspondence. Currently, HOME reports are due to be submitted to HUD by July 1st.
4. Consultant will notify the Agency immediately if they cannot comply with a HOME deadline or if the deadline for submission of HOME reports changes.

EXHIBIT B

SCHEDULE OF PAYMENTS

AGENCY shall compensate CONSULTANT in the amount and pursuant to the conditions as described below:

1. The Consultant shall provide an invoice upon completion of the monitoring report and submission to HCD,
2. The maximum compensation to be paid to CONSULTANT for the Service in the Scope of Work shall be \$2,700 annually for a total not to exceed \$13,500 over the five-year term of this agreement.
3. CONSULTANT shall complete the Service (Completion of Annual Long Term Monitoring Requirements as described by the HOME Grant Management Manual) for each of the five (5) years listed below and be paid within 30 days of timely submission of the report.

All services listed above will be completed professionally, accurately, and on time.

Year 1 – Long Term Monitoring Requirements for Calendar Year 2020-2021
Total for Year 1 Scope of Work = not to exceed \$2,700

Year 2 – Long Term Monitoring Requirements for Calendar Year 2021-2022
Total for Year 1 Scope of Work = not to exceed \$2,700

Year 3 – Long Term Monitoring Requirements for Calendar Year 2022-2023
Total for Year 1 Scope of Work = not to exceed \$2,700

Year 4 – Long Term Monitoring Requirements for Calendar Year 2023-2024
Total for Year 1 Scope of Work = not to exceed \$2,700

Year 5 – Long Term Monitoring Requirements for Calendar 2024-2025
Total for Year 1 Scope of Work = not to exceed \$2,700

EXHIBIT C

SCHEDULE OF PAYMENTS

Consultant Name	Hourly Rate
Patricia Robertson	changes annually

EXHIBIT D

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of AGENCY, and prior to commencement of Work, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form satisfactory to AGENCY.

General liability insurance. CONSULTANT 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. CONSULTANT 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 Consultant 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.

Professional liability (errors & omissions) insurance. CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this AGREEMENT, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this AGREEMENT.

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

CONSULTANT 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. CONSULTANT shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. 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 at all times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by CONSULTANT 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 CONSULTANT or AGENCY will withhold amounts sufficient to pay premium from CONSULTANT 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 VI (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 CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against AGENCY, and shall require similar written express waivers and insurance clauses from each of its sub-consultants.

Enforcement of contract provisions (non estoppel). CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform CONSULTANT 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 Consultant maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to 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.

Additional insured status. General liability policies shall provide or be endorsed to provide that AGENCY and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability 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 Consultant'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. CONSULTANT agrees to ensure that its sub-consultants, subcontractors, and any other party involved with the project that is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT 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. CONSULTANT agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project 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 CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the AGENCY and CONSULTANT may renegotiate CONSULTANT'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. Self-insurance will not be considered to comply with these specifications unless approved by AGENCY.

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

Additional insurance. CONSULTANT 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.

**CITY OF BISHOP
PROFESSIONAL SERVICE AGREEMENT
WITH MAMMOTH LAKES HOUSING, INC.**

This PROFESSIONAL SERVICE AGREEMENT (PSA) ("AGREEMENT"), is made and effective as of August 1, 2019, between the ("AGENCY") City of Bishop, a municipal corporation, and Mammoth Lakes Housing, Incorporated, a California nonprofit public benefit corporation ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on August 1, 2019 and shall remain and continue in effect until tasks described herein are completed, but in no event later than July 31, 2024 unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

CONSULTANT shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing.

III. PERFORMANCE

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

CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all report and other services furnished by CONSULTANT under this agreement.

IV. AGENCY MANAGEMENT

Agency's City Administrator 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 V hereof.

V. PAYMENT

- A. The AGENCY agrees to pay CONSULTANT annually, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full. This amount shall not exceed One Thousand Seven Hundred dollars (\$1,700) annually; for a total of Eight Thousand Five Hundred dollars (\$8,500) for the five-year term of the AGREEMENT.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the 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.
- C. CONSULTANT will submit invoices annually for actual services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the 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. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The 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 the 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, the 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 the AGENCY. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the AGENCY pursuant to Section V.

VII. 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 causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.
- B. If the Agency Manager or his/her designee 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 fails to present the AGENCY with a written plan for the cure of the default, 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.

VIII. 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 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 AGENCY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- B. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, 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. 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, copying and/or printing computer files. CONSULTANT hereby grants to AGENCY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the services under this AGREEMENT.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless AGENCY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify and hold harmless AGENCY shall not extend to the AGENCY's sole or active negligence.

B. Duty to defend

In the event the AGENCY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by AGENCY, CONSULTANT shall defend the AGENCY at CONSULTANT's cost or at AGENCY's option, to reimburse AGENCY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT's negligent acts, errors or omissions. Payment by AGENCY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and AGENCY, as to whether liability arises from the sole or active negligence of the AGENCY or its officers, employees, or agents, CONSULTANT will be obligated to pay for AGENCY's defense until such time as a final judgment has been entered adjudicating the AGENCY as solely or actively negligent. CONSULTANT 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.

X. INSURANCE

CONSULTANT shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in Exhibit C attached to and part of this AGREEMENT.

XI. INDEPENDENT CONSULTANT

- A. CONSULTANT is and shall at all times remain as to the AGENCY a wholly independent consultant and/or independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. 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.

XII. 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.

XIII. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was 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 has or 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 AGENCY to any and all remedies at law or in equity.

XIV. 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.

XV. 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 ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the AGENCY, unless the AGENCY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the AGENCY of such Discovery. AGENCY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless AGENCY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such 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.

XVI. 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
 377 West Line Street
 Bishop, CA 94514
 Attention: City Administrator

To CONSULTANT: Mammoth Lakes Housing, Inc.
 P.O. Box 260
 Mammoth Lakes, CA 93546
 Attention: Executive Director

XVII. ASSIGNMENT

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the AGENCY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT. **Executive Director Patricia Ann Robertson** may use assistants, under her direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide AGENCY fourteen (14) days' notice prior to the departure of **Patricia Ann Robertson** from CONSULTANT's employ. Should she leave CONSULTANT's employ, the AGENCY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the CONSULTANT. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide AGENCY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include and indemnity provision similar to the one provided herein and identifying AGENCY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance

XVIII. LICENSES

XIX. GOVERNING LAW

XX. ENTIRE AGREEMENT

[illegible]

XXI. 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.

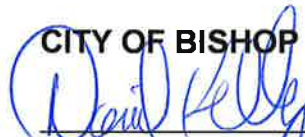
IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

MAMMOTH LAKES HOUSING, INC. (CONSULTANT)



Patricia Ann Robertson, Executive Director
Mammoth Lakes Housing, Inc.

CITY OF BISHOP (AGENCY)



David Kelly, City Administrator
City of Bishop

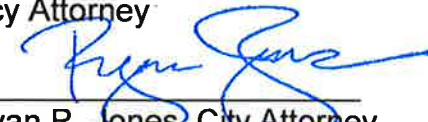
ATTEST:



Robin Picken, City Clerk
City of Bishop

APPROVED AS TO FORM:

Agency Attorney

By: 

Ryan R. Jones, City Attorney
City of Bishop

Attachments:	Exhibit A	Scope of Work
	Exhibit B	Schedule of Payments
	Exhibit C	Insurance Requirements

EXHIBIT A

SCOPE OF WORK

CONSULTANT shall furnish all of the Services as described below:

1. Completion of Annual Occupancy Certification; coordination of Requests for Subordination between Borrowers and the City of Bishop (AGENCY); ensure compliance with the required payment of property taxes and insurance on real property loans as described by the Community Development Block Grant (CDBG) Grant Management Manual for the AGENCY'S Mortgage Loan Portfolio.
2. On-going Completion of Annual and Semi-Annual Reporting Requirements as described by the CDBG Grant Management Manual and the 09-STBG-6407 Standard Agreement.

EXHIBIT B

SCHEDULE OF PAYMENTS

AGENCY shall compensate CONSULTANT in the amount and pursuant to the conditions as described below:

1. The maximum compensation to be paid to CONSULTANT for Service 1 in the Scope of Work shall be \$1,000 annually for the annual monitoring of real property loans of the 09-STBG-6407 grant for a total not to exceed \$5,000 over the five-year term of this agreement. CONSULTANT will bill for actual time spent per loan, not to exceed \$1,000 annually.
2. The maximum compensation to be paid to CONSULTANT for Service 2 in the Scope of Work shall be \$350 per report, for all annual and semi-annual reporting (outlined below) of the CDBG Program Income for a total not to exceed \$700 annually and for a total not to exceed \$3,500 over the five-year term of this agreement.
3. Total compensation to be paid to CONSULTANT for all services listed in the Scope of Work over the five-year term of this agreement shall not exceed \$8,500.

CONSULTANT shall complete Task's 1, 2, and 3 for each of the five (5) years listed below. All work for each task is due prior to the end of each year listed in the schedule below.

Task 1) Completion of Annual Occupancy Certification; coordination of Requests for Subordination between Borrowers and the City of Bishop (AGENCY); ensure compliance with the required payment of property taxes and insurance on real property loans as described by the Community Development Block Grant (CDBG) Grant Management Manual for the AGENCY'S Mortgage Loan.

Task 2) On-going Completion of Annual and Semi-Annual Reporting Requirements as described by the CDBG Grant Management Manual and the 09-STBG-6407 Standard Agreement.

Task 3) All tasks listed above will be completed professionally, accurately, and on time.

Year 1: August 1, 2019 to July 31, 2020

Year 1 - Monitoring = Not to exceed \$1,000 – Completed by: July 31, 2020

Year 1 - 1st Semi-Annual Report = \$350.00 – Completed by: January 31, 2020

Year 1 - 2nd Semi-Annual & Annual Reports = \$350.00 – Completed by: July 31, 2020

Total for Year 1 Scope of Work = not to exceed \$1,700

Year 2: August 1, 2020 to July 31, 2021

Year 2 - Monitoring = \$1,000 – Completed by: July 31, 2021

Year 2 - 1st Semi-Annual Report = \$350.00 – Completed by: January 31, 2021

Year 2 - 2nd Semi-Annual & Annual Reports = \$350.00 – Completed by: July 31, 2021

Total for Year 2 Scope of Work = not to exceed \$1,700

Year 3: August 1, 2021 to July 31, 2022

Year 3 - Monitoring = \$1,000 – Completed by: July 31, 2022

Year 3 - 1st Semi-Annual Report = \$350.00 – Completed by: January 31, 2022

Year 3 - 2nd Semi-Annual & Annual Reports = \$350.00 – Completed by: July 31, 2022

Total for Year 3 Scope of Work = not to exceed \$1,700

Year 4: August 1, 2022 to July 31, 2023

Year 4 - Monitoring = \$1,000 – Completed by: July 31, 2023

Year 4 - 1st Semi-Annual Report = \$350.00 – Completed by: January 31, 2023

Year 4 - 2nd Semi-Annual & Annual Reports = \$350.00 – Completed by: July 31, 2023

Total for Year 4 Scope of Work = not to exceed \$1,700

Year 5: August 1, 2023 to July 31, 2024

Year 5 - Monitoring = \$1,000 – Completed by: July 31, 2024

Year 5 - 1st Semi-Annual Report = \$350.00 – Completed by: January 31, 2024

Year 5 - 2nd Semi-Annual & Annual Reports = \$350.00 – Completed by: July 31, 2024

Total for Year 5 Scope of Work = not to exceed \$1,700

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting CONSULTANT's indemnification of AGENCY, and prior to commencement of Work, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form satisfactory to AGENCY.

General liability insurance. CONSULTANT 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. CONSULTANT 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 Consultant 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 \$300,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this AGREEMENT, in the minimum amount of \$500,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this AGREEMENT.

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

CONSULTANT 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. CONSULTANT shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. 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 at all times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by CONSULTANT 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 CONSULTANT or AGENCY will withhold amounts sufficient to pay premium from CONSULTANT 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 VI (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 CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT 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). CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform CONSULTANT 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 Consultant maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to 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.

Additional insured status. General liability policies shall provide or be endorsed to provide that AGENCY and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability 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 Consultant'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. CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT 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. CONSULTANT agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project 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 CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the AGENCY and CONSULTANT may renegotiate CONSULTANT'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. Self-insurance will not be considered to comply with these specifications unless approved by AGENCY.

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

Additional insurance. CONSULTANT 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.



*Small Town with a
Big Backyard!*

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

Department of Public Works Building Permits Issued

11/2024

Building Fees Collected:
\$ \$7,317.85

Date	Owner/Location/Contractor	Short Description	Value	SMIP	Rev Fund
Commercial					
11/12/2024	Bishop Waste Disposal 1280 North Main Street Dean's Plumbing and Heating, I	Heat Pump	\$17,800.00	\$4.98	\$1.00
11/13/2024	725 N. Main Street Property LL 725 North Main Street	ADA-accessible tent sauna	\$5,000.00	\$1.40	\$1.00
11/14/2024	725 N. Main Street Property LL 725 North Main Street	Sauna	\$36,100.00	\$10.11	\$2.00
11/22/2024	City of Bishop 301 West Line Street Bishop Heating and Air, Inc.	HVAC	\$13,871.00	\$3.88	\$1.00
11/22/2024	City of Bishop 377 West Line Street Bishop Heating and Air, Inc.	HVAC	\$13,088.00	\$3.66	\$1.00
Commercial Totals			\$85,859.00	\$24.03	\$6.00
Residential					
11/18/2024	Guadalupe Lara 315 East Pine Street	Reroof	\$10,000.00	\$1.30	\$1.00
11/15/2024	Katherine Ammirati 406 Willow Street Manor Stove Works	Pellet Stove	\$6,283.63	\$0.72	\$1.00
11/22/2024	Suzanne Ridley 463 West Pine Stree Lopez Roofing	Reroof	\$9,800.00	\$1.30	\$1.00

Date	Owner/Location/Contractor	Short Description	Value	SMIP	Rev Fund
11/22/2024	Fran Mason 424 May Street Lopez Roofing	Reroof	\$11,200.00	\$1.30	\$1.00
11/1/2024	Jane V. Hsu 474 Short Street	Accessory Structure	\$60,000.00	\$7.80	\$3.00
11/12/2024	Michele Hartshorn 124 First Street Lopez Roofing	Re-Roof	\$8,400.00	\$1.30	\$1.00
11/12/2024	Michele Hartshorn 106 First Street Lopez Roofing	Re-Roof	\$8,400.00	\$1.30	\$1.00
11/1/2024	Mark Messenger 336 Short Street Owner Builder	Front Porch	\$10,000.00	\$1.30	\$1.00
11/27/2024	Michael Rodman 437 East South Street Highpoint Solar	Solar / Panel Upgrade	\$28,000.00	\$3.64	\$2.00
11/1/2024	Jeff Bell 786 Keough Street High Country Lumber	Pellet Stove	\$5,842.78	\$0.72	\$1.00
11/12/2024	Jeremy Milos 124 Johnston Drive High Country Lumber	Wood Stove	\$6,707.02	\$0.72	\$1.00
Residential Totals			\$164,633.43	\$21.40	\$14.00

**Building Fees Collected: \$
\$7,317.85**



City of Bishop Planning Commission

There will be no Planning Commission Meeting
November 26, 2024

The next regularly scheduled meeting will be
December 24, 2024

Bishop City Council Chambers
301 West Line Street
Bishop, CA 93514
760-873-8458

**CERTIFICATION OF
COUNTY CLERK/REGISTRAR OF VOTERS OF THE
RESULTS OF THE CANVASS
OF THE NOVEMBER 5, 2024
GENERAL ELECTION
CITY OF BISHOP**

STATE OF CALIFORNIA

COUNTY OF INYO

} ss.

I, Danielle Sexton County Clerk-Recorder/Registrar of Voters of Inyo County do by hear certify that, in pursuance of the provisions of Elections Code § 15300, et seq., I canvassed the results of the votes cast in the General Election held in Inyo County on November 5, 2024, for measures and contests that were submitted to the vote of the voters, and that the Statement of Votes Cast, to which this certificate is attached is full, true, and correct.

The Statement of Votes Cast to which this certificate is attached shows the total number of votes cast in Inyo County for the Governing Board Members of City of Bishop Council and City of Bishop Treasurer (consolidated precincts 109 & 110).

I hereby set my hand and official seal this 3rd day of December 2024, at the
County of Inyo



Danielle M. Sexton
County Clerk-Recorder/Registrar of Voters
County of Inyo
State of California

*Canvass Certification of Elections Official
(12/2024)*

Bishop City Council (Vote for 3) **** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Blanks
County			
Electionwide			
109	1,281	1,502	1181
110	391	485	370
Electionwide - Total	1,672	1,987	1551
Cumulative			
Cumulative	0	0	0
Cumulative - Total	0	0	0
County - Total	1,672	1,987	1551

Precinct	Dennis Freundt		Jose Santiago Garcia	
County				
Electionwide				
109	602	22.61%	645	24.23%
110	190	23.66%	188	23.41%
Electionwide - Total	792	22.86%	833	24.04%
Cumulative				
Cumulative	0		0	
Cumulative - Total	0		0	
County - Total	792	22.86%	833	24.04%

Precinct	Tyler Beadle		Karen M. Kong		Erick F. Schat		Sterling J. Schat		Total Votes
County									
Electionwide									
109	392	14.73%	655	24.61%	274	10.29%	94	3.53%	2,662
110	104	12.95%	228	28.39%	67	8.34%	26	3.24%	803
Electionwide - Total	496	14.31%	883	25.48%	341	9.84%	120	3.46%	3,465
Cumulative									
Cumulative	0		0		0		0		0
Cumulative - Total	0		0		0		0		0
County - Total	496	14.31%	883	25.48%	341	9.84%	120	3.46%	3,465

Bishop City Treasurer (Vote for 1) **** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Blanks
County			
Electionwide			
109	1,281	1,502	385
110	391	485	132
Electionwide - Total	1,672	1,987	517
Cumulative			
Cumulative	0	0	0
Cumulative - Total	0	0	0
County - Total	1,672	1,987	517

Precinct	Cheryl Underhill		Total Votes
County			
Electionwide			
109	896	100.00%	896
110	259	100.00%	259
Electionwide - Total	1,155	100.00%	1,155
Cumulative			
Cumulative	0		0
Cumulative - Total	0		0
County - Total	1,155	100.00%	1,155

RESOLUTION NO. 2024-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP,
STATE OF CALIFORNIA, RECITING THE FACT OF THE GENERAL
MUNICIPAL ELECTION HELD ON NOVEMBER 5, 2024 DECLARING
THE RESULT AND SUCH OTHER MATTERS AS PROVIDED BY
LAW.**

WHEREAS, a General Municipal Election was held and conducted in the City of Bishop, California, on Tuesday, November 5, 2024, as required by law; and

WHEREAS, notice of the election was given in time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, the County Election Department canvassed the returns of the election and has certified the results to this City Council, the results are received, attached and made a part hereof as "Exhibit A".

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BISHOP, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That the whole number of votes (ballots) cast in the precincts except vote by mail voter ballots and provisional ballots was 313. That the whole number of vote by mail voter ballots cast in the City was 1,297, the whole number of provisional ballots cast in the City was 62, making a total of 1,762 votes (ballots) cast in the City.

SECTION 2. That the names of persons voted for at the election for Member of the City Council four-year term seats are as follows: Dennis Freundt, Jose Santiago Garcia, Tyler Beadle, Karen M. Kong, Erick F. Schat, and Sterling J. Schat. That the names of the persons voted for at the election for City Treasurer four-year term seat are as follows: Cheryl Underhill.

SECTION 3. That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates were as listed in Exhibit "A" attached.

SECTION 4. The City Council does declare and determine that: Dennis Freundt was elected as Member of the City Council for the full term of four years; Jose Santiago Garcia was elected as Member of the City Council for the full term of four years; Karen M. Kong was elected as Member of the City Council for the full term of four years; and Cheryl Underhill was elected as City Treasurer for the full term of four years.

SECTION 5. The City Clerk shall enter on the records of the City Council of the City, a statement of the result of the election, showing: (1) The whole number of votes (ballots) cast in the City; (2) The names of the persons voted for; (3) For what office each person was voted for; (4) The number of votes given at each precinct to each person; (5) The total number of votes given to each person.

SECTION 6. That the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the County Clerk and authenticated; that the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

SECTION 7. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 9th day of December 2024.

Jose Garcia, Mayor

ATTEST: Robin Picken, City Clerk

By: _____

**CERTIFICATION OF
COUNTY CLERK/REGISTRAR OF VOTERS OF THE
RESULTS OF THE CANVASS
OF THE NOVEMBER 5, 2024
GENERAL ELECTION
CITY OF BISHOP**

STATE OF CALIFORNIA

COUNTY OF INYO

} ss.

I, Danielle Sexton County Clerk-Recorder/Registrar of Voters of Inyo County do by hear certify that, in pursuance of the provisions of Elections Code § 15300, et seq., I canvassed the results of the votes cast in the General Election held in Inyo County on November 5, 2024, for measures and contests that were submitted to the vote of the voters, and that the Statement of Votes Cast, to which this certificate is attached is full, true, and correct.

The Statement of Votes Cast to which this certificate is attached shows the total number of votes cast in Inyo County for the Governing Board Members of City of Bishop Council and City of Bishop Treasurer (consolidated precincts 109 & 110).

I hereby set my hand and official seal this 3rd day of December 2024, at the
County of Inyo



Danielle M. Sexton
County Clerk-Recorder/Registrar of Voters
County of Inyo
State of California

Canvass Certification of Elections Official
(12/2024)

Bishop City Council (Vote for 3) **** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Blanks
County			
Electionwide			
109	1,281	1,502	1181
110	391	485	370
Electionwide - Total	1,672	1,987	1551
Cumulative			
Cumulative	0	0	0
Cumulative - Total	0	0	0
County - Total	1,672	1,987	1551

Precinct	Dennis Freundt		Jose Santiago Garcia	
County				
Electionwide				
109	602	22.61%	645	24.23%
110	190	23.66%	188	23.41%
Electionwide - Total	792	22.86%	833	24.04%
Cumulative				
Cumulative	0		0	
Cumulative - Total	0		0	
County - Total	792	22.86%	833	24.04%

Precinct	Tyler Beadle		Karen M. Kong		Erick F. Schat		Sterling J. Schat		Total Votes
County									
Electionwide									
109	392	14.73%	655	24.61%	274	10.29%	94	3.53%	2,662
110	104	12.95%	228	28.39%	67	8.34%	26	3.24%	803
Electionwide - Total	496	14.31%	883	25.48%	341	9.84%	120	3.46%	3,465
Cumulative									
Cumulative	0		0		0		0		0
Cumulative - Total	0		0		0		0		0
County - Total	496	14.31%	883	25.48%	341	9.84%	120	3.46%	3,465

Bishop City Treasurer (Vote for 1) **** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Blanks
County			
Electionwide			
109	1,281	1,502	385
110	391	485	132
Electionwide - Total	1,672	1,987	517
Cumulative			
Cumulative	0	0	0
Cumulative - Total	0	0	0
County - Total	1,672	1,987	517

Precinct	Cheryl Underhill		Total Votes
County			
Electionwide			
109	896	100.00%	896
110	259	100.00%	259
Electionwide - Total:	1,155	100.00%	1,155
Cumulative			
Cumulative	0		0
Cumulative - Total	0		0
County - Total	1,155	100.00%	1,155



Agenda Item: 10.D
Date of Meeting: December 9, 2024
Department: City Clerk

STAFF REPORT

To: City Council
From: Robin Picken
Subject: **Call for Selection of Mayor and Mayor Pro Tem**
Prepared On: December 4, 2024

Background/History:

This time is set aside for reorganization and the Council to hold an election for the appointment of Mayor and Mayor Pro Tem for the City of Bishop. This process is outlined in the City of Bishop City Council Standards and Procedures Manual Section 2.1 - Reorganization, which was approved by Council on July 24, 2023 and reads as follows.

In December of each year, the office of the Mayor and Mayor Pro Tem shall rotate as follows:

- a) The Mayor shall be the senior member who has not previously served in that capacity and the term of office shall be one year, without succession, beginning at the first regularly scheduled City Council meeting each December or the first meeting following certification of a City Council election.
 - (b) The Mayor Pro Tem shall be the next senior member who has not previously served as Mayor and the term of office shall run concurrent with that of the Mayor as described above.
 - (c) When two or more members have equal seniority and have not yet served as Mayor or Mayor Pro Tem, the order of succession shall be determined by the number of votes each member received at the time of their election.
 - (d) The Mayor Pro Tem shall automatically succeed the Mayor each year, excepting that the Mayor Pro Tem may decline such succession. If the Mayor Pro Tem declines the position of Mayor, such office shall be extended to the next senior member in order, or by majority vote of the Council if all other members have served at least one year as Mayor.
 - (e) Once all seated members have served as Mayor, succession shall be based on a majority vote of the Council, recognizing that the term of office for each position shall be one year.
- Members of the City Council who first took their seats on the Council more than twenty-three (23) months prior to the meeting at which the Mayor is being selected are eligible for Mayorship.

Analysis/Discussion:

Pursuant to the City of Bishop City Council Standards and Procedures Manual Section 2.1, Mayor Pro Tem Kong qualifies to be nominated as Mayor; and Councilmember Schwartz qualifies to be nominated as Mayor Pro Tem.

Economic Impacts:

None.

Budget Impacts:

None.

Legal Review:

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

Recommended Action:

Pursuant to the City of Bishop City Council Standards and Procedures Manual Section 2.1, the City Administrator will conduct the election for Mayor. The newly-elected Mayor will then conduct the election for Mayor Pro Tem.

Approved By: Deston Dishion 12/4/2024

Approved By: Dean Pucci 12/5/2024

Approved By:

Approved By:

**BISHOP CITY COUNCIL
COMMITTEE AND AGENCY ASSIGNMENTS
2024**

COMMITTEE/AGENCY	MEMBER	General Info/ Appt Date
BAWA* Bishop Area Wastewater Authority	Muchovej Schwartz Alternate: Ellis	06/30/2020 12/14/2020 12/14/2020
CJPIA * California Joint Powers Insurance Authority	Kong Alternate: Schwartz	12/14/2020 01/13/2020
City/County Liaison Committee Bishop City Council and Inyo Board of Supervisors	(MAYOR) Garcia – USUALLY FILLED BY CURRENT MAYOR (ONE FIXED PERSON) Ellis – USUALLY FILLED BY A PERSON THAT HAS ALREADY BEEN PARTICIPATING Alternate: Kong	01/01/2023 12/14/2020 12/11/2023
Desert Mountain Division - Voting Delegate* League of California Cities	Garcia Alternate: Ellis	12/14/2020 01/08/2018
ESCOG JPA* Eastern Sierra Council of Governments Joint Powers Authority	Muchovej Schwartz Alternate: Kong	01/14/2019 12/08/2014 01/01/2023
ESTA* Eastern Sierra Transit Authority (MEMBERS CANNOT SERVE ON ESTA AND LTC)	Kong Schwartz	01/01/2023 01/13/2015
EMCC (NOT EMS) Emergency Medical Care Committee (NOT Emergency Medical Services)	Kong Alternate: Fire Chief	12/14/2020
IGLCBC* Indian Gaming Local Community Benefit Committee	Muchovej Alternate: Ellis	01/14/2019 12/14/2020
LAFCO * Local Agency Formation Commission	Muchovej Kong Alternate: Ellis	01/14/2019 12/14/2020 05/14/2018
LTC * Local Transportation Commission	Muchovej Garcia Alternate: Ellis Non-Council Rep: Celeste Berg - No term limit	01/14/2019 12/14/2020 01/01/2023 12/09/2019
OWENS VALLEY GROUNDWATER AUTHORITY*	Kong Alternate: Garcia	12/14/2020 12/14/2020
RAN Remote Access Network	Schwartz	01/13/2015

*Formal Appointment

FPPC Form 700

Approved by Council on: 12/11/2023

Effective as of 12/11/2023