CITY OF BISHOP

CITY COUNCIL MEETING AGENDA

City Council Chambers - 301 West Line Street - Bishop, California
MONDAY, MARCH 10, 2025 - 6:00 PM

NOTE: Mayor Pro Tem Stephen Muchovej will attend this meeting remotely from the following location: 3719 Hanover Road, Broad Fields, KY 40207

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, March 10, 2025

2. **MOMENT OF SILENCE**

3. **PLEDGE OF ALLEGIANCE** - Councilmember Freundt 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. **PROCLAMATIONS**

A. **Proclamation - Declaring March 2025 as Multiple Sclerosis Awareness Month in the City of Bishop - Requested by National Multiple Sclerosis Society Ambassador Melinda Livermont.**
Recommended Action: Council will read and present the proclamation declaring March 2025 as Multiple Sclerosis Awareness Month in the City of Bishop to National Multiple Sclerosis Society Ambassador Melinda Livermont.
Proclamation - Multiple Sclerosis Awareness Month - March 2025

7. **PRESENTATIONS**

A. **PRESENTATION - 2025 Bishop Fire Department Volunteer Firefighter Awards** - Presented by Fire Chief Bret Russell.

B. **PRESENTATION - 2024 State of the Arts Report** - Presented by Inyo Council for the Arts Executive Director Sharon Freilich.
Inyo Council for the Arts - State of the Arts 2024 Report

8. **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 - February 2025

B. **Police Department Report - Police Chief Nate Derr**
Police Department Report - February 2025

C. **Public Works Department Report - Public Works Director Nora Gamino**
Public Works Department Report - February 2025

D. **Community Services Department Report - Community Services Manager Daniel McElroy**
Community Services Department Report - February 2025

E. **Planning Department Report - Assistant Planner Anastasiia Budnyk**
Planning Department Report - February 2025

F. **City Administrator Report - City Administrator Deston Dishion**
City Administrator Report - February 2025

9. COUNTY OF INYO UPDATE
Prepared and presented by Second District Supervisor Jeff Griffiths.

10. 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. **City Council Meeting Minutes**
Recommended Action: Council consideration to approve the City Council Meeting Minutes for February 10, 2025, and February 24, 2025.
Minutes 2025 02 10
Minutes 2025 02 24

B. **Budget Adjustment Proposal**
Recommended Action: City Council to approve the proposed budget adjustment.

C. **Police Department Flock Safety Contract**
Recommended Action: Review and approve Flock safety contract in an amount not to exceed $187,500.00.
ALPR policy
Flock contract
Master Service Agreement

D. **A Resolution to Extend the Term of the Existing Program of Work Known as the Community Economic Resiliency Fund Pilot**
Recommended Action: Council consideration to approve the proposed resolution to extend the Eastern Sierra Council of Governments Program of Work to be known as the "ESCOG: Community Economic Resiliency Fund Pilot Program" and to seek approval from member agencies for this work.
Econ Dev Resolution_phase 2 _member agencies_FINAL (002).pdf

E. **Principal Planner Job Description and Full-Time Salary Schedule**
Recommended Action: Council consideration to approve the proposed Principal Planner job description and proposed Full-Time Salary Schedule.
Principal Planner Job Description
2024-2025 Full Time Salary Schedule

F. **General Plan Annual Progress Report**
Recommended Action: Staff recommends that the City Council approve the Annual Progress Report (APR) and submit the report to the California Department of Housing and Community Development (HCD) in compliance with state requirements.
City of Bishop General Plan Annual Progress Report 2024
City of Bishop Housing Element Tables 2024

G. **Building Permits Issued Report**
Recommended Action: Council is requested to receive and file the attached Building Permits Issued Report for February 2025
Building Permits Issued Report - February 2025

11. NEW BUSINESS

A. **Award Construction Bid for the Bishop Park Pool Resurfacing Project**

Recommended Action: Council consideration to:

- Award the Bishop Park Pool Resurfacing Project to Dave Gross Enterprises Inc. dba Adams Pool Specialties in the amount of $298.921.00
- Authorize the construction contract with Dave Gross Enterprises Inc. dba Adams Pool Specialties
- Authorize the expenditure in a not-to-exceed amount of $298,921.00 including 10% contingency.

Bishop Park Pool Resurfacing Project
Pool Resurfacing Addendum1
Addendum 1 Bid Items Sheet

12. FUTURE AGENDA ITEMS

13. COUNCIL AND COMMITTEE REPORTS

14. ADJOURNMENT

Tuesday, March 11, 2025 at 6:00 p.m. Special Meeting in the City Council Chambers

MEETING CANCELLED - Monday, March 24, 2025 at 6:00 p.m. Regular Meeting in the City Council Chambers

CITY OF

Bishop

Proclamation

Multiple Sclerosis Awareness Month - March 2025

WHEREAS, multiple sclerosis (MS) is a neurological disease of the central nervous system, affecting nearly 1 million people in the United States alone; and

WHEREAS, MS generally strikes people in the prime of life, between ages 20 through 50, and the cause and course of the often debilitating symptoms of MS remain unknown and no cure currently exists; and

WHEREAS, the National Multiple Sclerosis Society is committed to a world free of MS, heightening public knowledge about and providing insight into the disease; and

WHEREAS, together we have transformed what it means to live with MS and provided global leadership to help achieve our vision of a world free of MS; and

WHEREAS, since 1946, the National Multiple Sclerosis Society has been a driving force of MS research, relentlessly pursuing prevention, treatments and a cure and has invested more than $1 billion in groundbreaking research; and

WHEREAS, funds raised through the National Multiple Sclerosis Society fuel research on pathways to MS cures and invest in the MS research workforce at the best medical centers, universities and other institutions throughout the U.S. and abroad, leading to many breakthroughs in the treatment of MS; and

WHEREAS, the mission of the National Multiple Sclerosis Society is to cure MS while empowering people affected by MS to live their best lives and one that all Americans and California should support; and

WHEREAS, the City of Bishop recognizes the importance of finding the cause of and cure for MS and expresses its appreciation for the dedication that the National Multiple Sclerosis Society-California has shown toward creating a world free of MS.

NOW, THEREFORE BE IT PROCLAIMED that I, Karen Kong, Mayor of the City of Bishop, California, along with the entire City Council, do hereby proclaim March 2025 as MS Awareness month, and commend observance by all citizens. I further encourage all Bishop residents to learn about MS, as well as educate themselves as to what they can do to support individuals with MS and their families.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Bishop to be affixed this 10th day of March, 2025.

Karen M. Kong

KAREN KONG, MAYOR



Inyo Council For The Arts

STATE OF THE ARTS 2024 REPORT

Empowering artistry, enriching community and fueling creativity since 1983

What we do

ICA continues to produce invaluable arts events in our communities, provide diverse arts programming in our schools, and bring art opportunities for artists & vendors to our remote area of the state. We provide mostly free access to the arts for all in Inyo County.

Who We Are

We have a talented and passionate staff, a dynamic board, 100+ energetic and committed volunteers.

Goals

The goal of Inyo Council for the Arts (ICA) is to advance the arts in Inyo County through participation, education, and collaboration.



In this presentation we will

1. Showcase our school art programs that bring art to all Inyo County Students
2. Demonstrate our mission of providing arts to all in Inyo County via community events
3. Identify the impact on Inyo County communities and economy

ICA School Art Programs



School Arts For All (formerly School Art Days)

+



Art Docent Program

+



Poetry Out Loud

+



After School Art - At Risk Youth



Drumming Taylor Music Program



School Art For All (SAFA)

(formerly SADS- School Art Days)

In the 2023-2024 school year, ICA, in partnership with ICOE & ICPD, provided guided art projects that combine literacy, art education, creativity and self expression.

- Over **650 students participated (TK-8th)**
- We **brought together 75 volunteers**
- We served **6 schools in Inyo County**
- Over **650 art kits and books were distributed**

Art Docent Program

ICA's Art Docent Program educates students in several historic & contemporary artworks based on a theme.

Students view and discuss the artwork, analyze similarities to other works, interpret the art and then get immersed in a related hands-on art project.

- **15 trained art docent volunteers** facilitated the program in the classrooms
- **4 Inyo County schools** participated
- **35 classes were established each month**
- **750 students participated once a month for 6 months**



Poetry Out Loud

- **Poetry Out Loud (POL) is a national program that encourages high school students to learn about great poetry—both classic and contemporary—through memorization, performance, and competition.**

- **The Winner, Mark Glenn (9th grade) from Owens Valley High school**, traveled to Sacramento with family to compete at the state level.

- In 2024, Poetry Out Loud inspired **9 students** to compete and **4 volunteers** to get involved.



After School Art Classes For At Risk Youth

We partner with ICOE and ICPO to provide <u>Art and Music for at risk youth.</u>

Art in itself is a healing mechanism that helps develop healthy mental & emotional skills for self expression and interaction.

- **ICA hired and trained professional artists** to teach students art & music at **JKBS and Keith Bright schools.**
- ICA supported **Sage Romero and AkaMya's Pow Wow dance nights in Big Pine.**





Brummit-Taylor Music Program

- The Brummitt-Taylor Music Listening Program is a daily curriculum program that teaches **classical music literacy to elementary students** in a simple, non-directed approach for **five minutes a day**.

- **After a short hiatus, ICA has re-introduced the program to teachers and it is being implemented in the 2024-2025 school year.**



Community Art Days

Earth Day

- ICA partners with the Bishop Sunrise Rotary to create a family Community Art Day & Earth Day Sierra Event in the Bishop City Park.
- Approximately 1,000 people attended.
- ICA covered the cost of local artist booths and provided kids art activities, live music, and take home hands-on projects.

Lone Pine Film Festival

- ICA collaborated with the Lone Pine Film Festival and the Lone Pine FFA to provide live music, cultural experiences, children's arts and crafts activities in Spainhower Park, and subsidized local artists' booth fees.
- This event drew approximately 500 participants.

4th of July, Bishop and Independence

- For the 4th of July, we partnered with the City of Bishop and the Bishop Volunteer Fire Department.
- ICA sponsored the live music for the event, supplied the site with performance equipment and provided 4th of July themed art and give aways to kids of all ages.

Arts & Crafts Shows

Memorial Day

- **The Memorial Day Arts and Crafts Show runs in conjunction with the Mule Days celebration, which brings an estimated 30,000 people to Bishop each year.**

- **ICA organized** approximately **100+ artists and food vendors** for the **4 day event annually held in Bishop City Park.**

- **ICA employed our local musicians** to provide **free entertainment** for the public throughout the day on Sunday



Arts & Crafts Shows

Labor Day

- This show coincides with the Tri-County Fair.

- During the four day Labor Day Arts and Crafts show, **approximately 40 vendors** displayed and sold handcrafted items.

- **The Labor Day Arts & Crafts attracted many visitors and vendors that used our hotels, gas stations, campgrounds and restaurants. It also provided unique items and specialty foods for our community to purchase that cannot easily be found in our rural area.**





Millpond Music Festival 2024

- For the 32nd year, the festival consisted of art, music, camping and the great outdoors **featuring 16 culturally diverse musical acts**, **mostly local food and art vendors, kid's art & music activities, yoga, and the Lion's Club pancake breakfast.**

- We provided **free tickets** to: all the Paiute Tribes in the county, Inyo/Mono students K-8, Progress House residents and their aides, Willow St. Fire victims and their aides, and we provided discounted tickets to all seniors.

- Educators & county employees received **free or greatly reduced cost tickets** for Friday night.

- **Over 1500 attendees, with approximately 2/3rds visiting from outside our County.**

- Inyo County received a boost to our economy from people who travel from **all over the country/world** to our festival **and use our hotels, camping areas, restaurants, gas stations and retail stores before, during and after Millpond, promoting visitor activity and generating**



Supporting Our Local Artists

Artwork is real work

- In 2024, we presented **3 themed gallery exhibits and art openings** for local artists and the public. **We provided a 3 night holiday shopping event to support our local artists.**
- **We covered local artist booth fees for annual Earth Day and Lone Pine film Festival Community Art Day Events.**
- **We hired and provided a fair wage to our teaching artists**
- **We supported local artists and their work through our gallery and giftshop with a 70/30 split, and with promotion and outreach via our newsletter, website, and social media.**



ICA Programs & Events

Multi-cultural & outdoor connections

- We **bring together cultures** via exposure to music, visual arts, dance and storytelling.

- **We partner with and/or support organizations and entities to bring diverse cultural events and programming with an appreciation of our natural surroundings and connectivity to nature and community.**

- **The majority of our community events are outdoors from spring through fall.**

- **Participation in the arts unites people of all backgrounds and is a healthy and creative outlet for all in our county and beyond.**

Thank you for supporting ICA & the Arts in Inyo County!

THANK YOU TO OUR SPONSORS, PARTNERS, SUPPORTERS AND VOLUNTEERS!

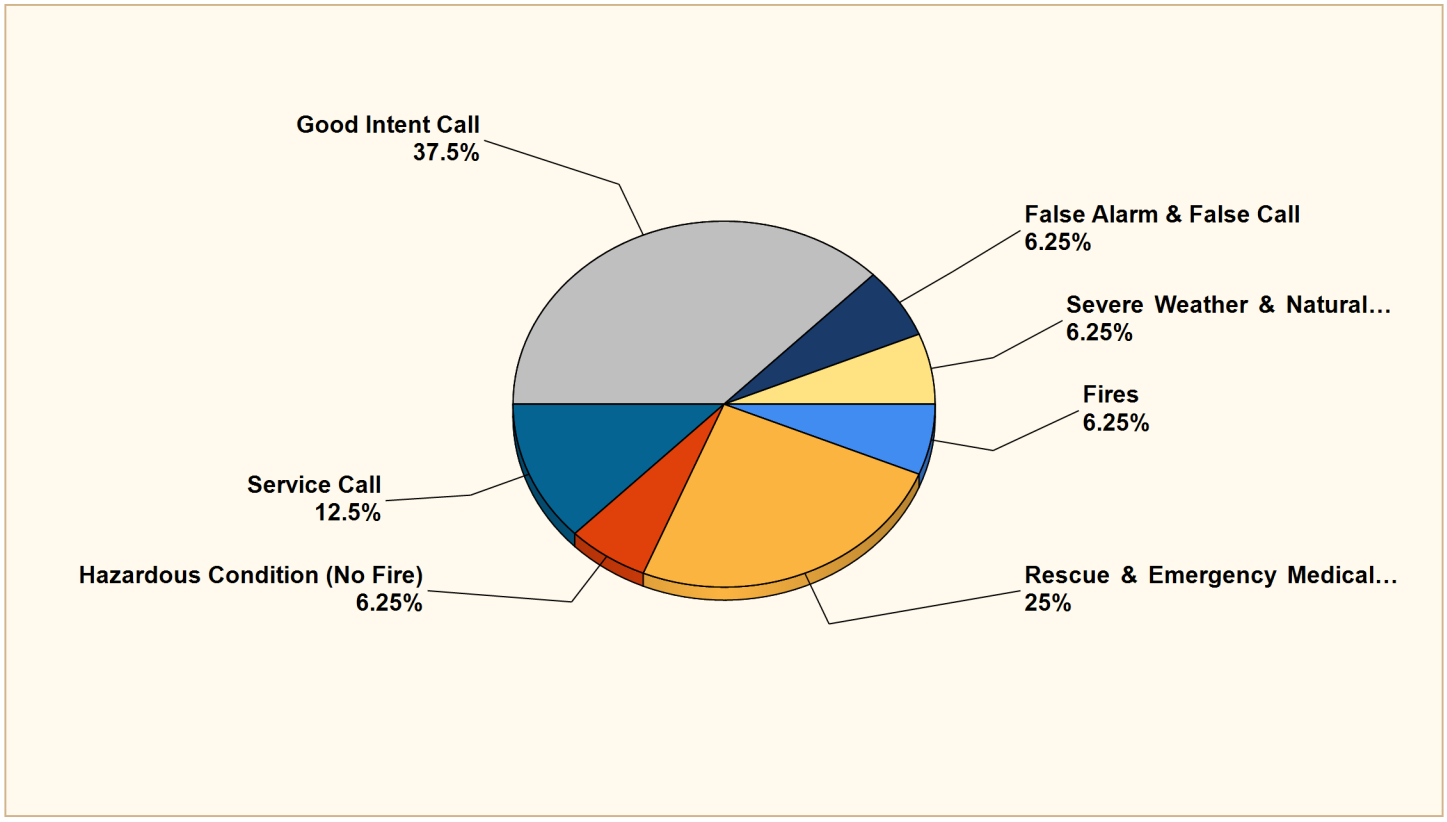
Bishop Fire Department

Bishop, CA

This report was generated on 3/5/2025 11:11:15 AM

Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 02/01/2025 | End Date: 02/28/2025



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	1	6.25%
Rescue & Emergency Medical Service	4	25%
Hazardous Condition (No Fire)	1	6.25%
Service Call	2	12.5%
Good Intent Call	6	37.5%
False Alarm & False Call	1	6.25%
Severe Weather & Natural Disaster	1	6.25%
TOTAL	16	100%

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

Detailed Breakdown by Incident Type		
INCIDENT TYPE	**# INCIDENTS**	**% of TOTAL**
118 - Trash or rubbish fire, contained	1	6.25%
322 - Motor vehicle accident with injuries	1	6.25%
324 - Motor vehicle accident with no injuries.	3	18.75%
412 - Gas leak (natural gas or LPG)	1	6.25%
521 - Water evacuation	1	6.25%
531 - Smoke or odor removal	1	6.25%
611 - Dispatched & cancelled en route	3	18.75%
622 - No incident found on arrival at dispatch address	2	12.5%
651 - Smoke scare, odor of smoke	1	6.25%
700 - False alarm or false call, other	1	6.25%
813 - Wind storm, tornado/hurricane assessment	1	6.25%
TOTAL INCIDENTS:	**16**	**100%**

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

Bishop Police Department

February 2025 End of Month Report

	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
TOTAL INCIDENTS	**1130**	**1137**										
CALLS FOR SERVICE	531	586										
OFFICER INITIATED INCIDENTS	599	551										
TRAFFIC STOPS	71	68										
OTHER OIA INC.	528	483										
BUS/BUILDING CHECKS	12	9										
VEH/PED CHECKS	48	48										
TOTAL OFFICER REPORTS	**94**	**75**										
ACCIDENT	6	4										
CRIMINAL ACCIDENT	1	0										
FELONY	12	12										
INFORMATION	32	24										
INFRACTION	0	1										
MISDEMEANOR	43	34										
TC WITH INJURIES	1	1										
TC NO INJURIES	6	3										
TOTAL MISDEMEANOR & FELONY ARRESTS	**28**	**28**										
MISDEMEANOR ARRESTS	22	23										
ADULT	18	20										
JUVENILE	4	3										
FELONY ARRESTS	6	5										
ADULT	6	5										
JUVENILE	0											
CITATIONS	**68**	**60**										
MOVING	15	15										
NON-MOVING	29	22										
CRIMINAL	24	23										
CAMPING ORDINANCE CONTACTS												
CAMPING ORDINANCE CITATIONS	2	0										

		JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
DISPATCH PHONE ACTIVITY													
911 CALLS		**185**	**184**										
	INBOUND	181	173										
	ABANDONED	4	11										
ADMINISTRATIVE CALLS		**931**	**949**										
	INBOUND	857	610										
	OUTBOUND	336	337										
	ABANDONED	8	2										

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Small Town with a Big Backyard!

Public Works Report

February 2025

Water

1. Water consumption for the month was down 1% compared to February 2013. Total ground water produced was 19,702,904 gallons.
2. Took monthly bacteria samples.
3. Continued working on Lead service line inventory with Inyo County GIS staff to create a map with all service lines and the type of materials they are.
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. Assist Bishop Fire Department with fire hydrant flow testing.
7. Contract with Gemini Group to assist in the implementation of an updated, professional Consumer Confidence Report.

Sewer

1. Periodically check the diversion manhole for obstructions.
2. Continued to serve as the Administrator for the Bishop Area Wastewater Authority.
3. Pull sludge from digesters at the WWTP.
4. Continued to work with new sewer camera equipment and camera trailer.
5. Clean problem sewer mains and continued with systematic cleaning of sewer system within the city.
6. Continue removing tulles from ponds at the WWTP and haul to 40 acres.
7. Video 6” sewer main on Johnston Drive to investigate I&I that is contributing to excessive lift station cycles.
8. Lift station maintenance, clean probes, clean check valve.
9. Switch over to South clarifier at the WWTP. Clean out North clarifier. Work on adjusting sludge transfer cycles per day and sludge valve operating times.
10. Continue to work with Eldridge Electric on Electrical issues with the sludge pump VFD at the WWTP.

11. Check manholes during heavy rain event to help determine areas of high inflow and infiltration.

Streets

1. Routinely checked the Sierra Bike Path for trash and debris.
2. Patched potholes on City Streets.
3. Replace street sign at Willow & Main St. that was hit by vehicle.
4. Trim trees along city streets and around traffic signs.
5. Clear storm water inlets and outlets during heavy rain event to help minimize flooding.
6. Issue multiple encroachment permits and inspect work site before, during, and after work activities.
7. Meet with a representative of LA Department of Water and Power to discuss power pole relocation options for the East Line Street Bridge Replacement Project.
8. Continue working with Triad to complete the 100% Plans for the South Warren Sidewalk Project.

Miscellaneous

1. Provide weekly safety meetings for PW crew.
2. Marked City utilities for Dig Alert tickets.
3. Performed routine maintenance on Public Works fleet.
4. Continue to work on final punch list with Control Point Engineering to complete the fine tuning of the new SCADA System.
5. Continue to work with Wood Rodgers on Updating City Standards.
6. Begin work on Public Works Shop outdoor clean up and reorganization of equipment.
7. Install utility racks and beacons on both of the Chevy Silverado work trucks.

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Community Services Report

February 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. In the month of January participants will participate in field trips to BUHS Basketball, Volleyball and Bowling.

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. Interviews for Assistant Aquatic Coordinator have been conducted, and a selection has been made. Lifeguard interviews will take place in February 11,13, 18, 20, and 21.

3. Kids Night Out will have a break until Spring of 2025.

4. Gymnastics Winter Session #2 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 have hired 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. We are working on the Spring Session scheduling. We plan on offering more Spring Sessions depending on staff availability.

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

6. Adult Fitness Classes are in session from February-April 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 Spring Soccer on Field 6.
2. Removed Holiday decorations on Warren Street and Main Street.
3. Field preparations for Softball and Baseball on fields 1,2,3,4 and 5. Including adding materials to all Bilpins.
4. Solicitation for quotes for concrete at City Hall and the City Park. This is to address tripping hazards. Plans to replace a large section of paved path with concrete in March 2025.
5. Clean up and irrigation repairs to landscaping on Warren street and Main streets.
6. Seasonal cleaning of flower beds on Main Street and Bishop Chamber.
7. Seasonal routine maintenance of all mowing and landscape equipment.
8. Daily routine of trash and cleaning of restrooms.
9. Cleaned debris from the creek, pond, and fountain.
10. Use of blower on Main Street Mondays and Fridays.
11. 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.
12. Winterization of the Park Pool facilities. Including the installation of the Winter covers.
13. Fall tree trimming at the City Park is ongoing. Eastern Sierra Tree Service continues to perform safety trimming. Meet with Eastern Sierra Tree Service to develop our Tree Safety Plan for Spring.
14. 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.

15. Worked with the Little League organization for Field Lighting Project. Work will be ongoing on this project. Lights are installed and trenching for electrical are completed with plans to be operational in March 2025.

16. Repairs made to Front Restrooms and Talmage Park due to vandalism.

17. Replaced approximately 80 CU Yards of playground chips in the 7-12 ages Playground.

18. Moving forward with the Heating and Air conditioning unit for the Public Works 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. Made multiple repairs 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. Trimmed Trees adjacent to units to prevent branches that touch awnings.

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. Attended Field 6 Enhancement Project field design and design costs options from Wood Rodgers. A selection of the preferred design will be made in January.

5. Currently working with Eastern Sierra Energy to make upgrades to the existing Pool pumps. This will allow for energy efficiency and compliance.

6. Applications are open to fill the vacancy on the Parks and Recreation Commission. Selected two Parks and Recreation Commissioners and two Council Members for screening committee.

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

8. The Parks and Recreation Commission meeting on January 22nd at 6pm.

9. 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.

10. California Urban Greening Grant has been awarded to the City of Bishop, coordination with the Friends of the Eastern Sierra Community Gardens. Work with selected contractor Clair Concrete Inc. has begun for the Community Garden Enhancement Project. The contractor has ongoing work on concrete paths, pergola, and irrigation. Clair Concrete Inc. plans to have construction completed in February 2025.

11. Scheduling of outside events and parties hosted at the Bishop City Park facilities.

12. Began review of 2024-2025 budget for Mid-Year adjustments. Meeting with staff and budget team to address any upcoming purchases and potential savings in all Community Services budgets.

13. Attended Meeting with the Bishop Swim Team to discuss 2025 operations of the Park Pool.

14. Released bid documents and advertisement for the Park Pool Resurfacing Project.

Highlights

1. Field 3 lighting project is nearing completion. Bishop Little League in partnership with LADWP and Southern California Edison have installed lights, trenches, and necessary electrical infrastructure to see this project become reality.

2. Applications for Lifeguards are open. Interviews will be conducted in February. Aquatic Coordinator Danica Gomez has been working to create schedules and address staffing to accommodate expansion of public hours.

3. Community Garden Enhancement Project is moving forward with Clair Concrete Inc. to begin construction of new irrigation, concrete paths and pergola. This project is funded through CNRA California Urban Greening Grant.

4. Bid documents and advertisement for Park Pool Resurfacing Project. Conducted job walk at the Bishop Park Pool on January 14th at 10 am.

5. Purchase of New tractor.

6. Preparations for Spring and Summer events including Foodie Fiesta, Family Fun Day, Park Pool Luau, Hispanic Heritage Day, and Friday Night Markets.

7. Appointment of Kim Partridge to the Parks and Recreation Commission.

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Planning Department Report
February 2025

1. **Complete Streets Assessment and Safe Speed Limits Grant Secured:** secured grant funding for a **Complete Streets Assessment** and **Safe Speed Limits technical assistance** in collaboration with the **Safe Transportation Research and Education Center (SafeTREC) at UC Berkeley**. Analysts will work with planning staff to:

   - Analyze existing **pedestrian and bicycle safety policies**
   - Collect and assess **crash data**
   - Conduct **surveys and a one-day walking audit**
   - Prepare a **report with findings and recommendations** for safer streets

   This initiative aims to enhance street safety and help the City in the upcoming Active Transportation grant application.

2. **Downtown Signage Enforcement:** Coordinated efforts with business and property owners to enforce signage regulations and facilitate façade improvements. Upcoming updates include new façade paint for **Bishop Twin Theater, Bob's Auto, and Calvary Chapel**.

3. **Regional Housing Study:** hosted First Community Workshop, working on Real estate industry interviews and employee/employer surveys.

4. **Parking Study**: met with Technical Advisory Committee to discuss the data gathered in 2024, preraring community surveys.

5. **Silver Peaks:** worked with Visionary Homebuilders on the application for Affordable Housing and Sustainable Communities grant application. The submission deadline is May 2025.

6. **Prepared Annual General Plan and Housing Element Progress Report.**

7. **Worked with LADWP on the CEQA for new Training Facility on Why Road.**

CITY OF BISHOP

377 West Line Street - Bishop, California 93514
Post Office Box 1236 - Bishop, California 93515
www.cityofbishop.com

Small Town with a Big Backyard!

City Administrators Report

February 2025

1. Continue to work with all of the Bargaining Units on contract negotiations.
2. Met with the area managers (Inyo, Mono and Mammoth) to discuss mutual areas of concern. Topics included air service and ESCOG.
3. Attended the Annual City Managers conference hosted by the California League of Cities.
4. Facilitated the first Technical Advisory Committee meeting for the parking and land use study.
5. Hosted the quarterly City of Bishop/Inyo County Liaison meeting.
6. Continuing discussions with local LADWP representatives to find a solution to Commercial lease transfers.
7. Worked with Graphic Solutions to take branding survey results and begin creating options for a logo.
8. Continue to work with Inyo, Mono and the Town Of Mammoth on a regional Housing Study.
9. Continue to work with multiple developers to entice them to invest in Bishop.
10. Updated the draft RFP to include comments made by ICEMA. Now the draft has been forwarded to the State for approval for an Exclusive Operating Area for EMS.
11. .
12. Met with our Federal and State Lobbyists to discuss 2025 calendar and arrange meetings with our State and Federal Representatives.
13. Attended the Bishop Rural Fire Protection District.
14. Attended the month Eastern Sierra Air Alliance (ESAA) meeting to discuss the Bishop Airport and flight schedules.

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

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

17. Met individually with City Council members on a weekly basis.

18. Facilitated weekly Department Heads meetings.

19. Worked closely with Personnel to navigate several personnel issues.

CITY OF BISHOP
CITY COUNCIL MINUTES
FEBRUARY 10, 2025

1) CALL TO ORDER

Mayor Kong called the meeting of the Bishop City Council to order at 6:01 p.m. in the City Council Chambers, 301 West Line Street, Bishop, California.

2) MOMENT OF SILENCE

Mayor Kong announced a moment of silence.

3) PLEDGE OF ALLEGIANCE - Mayor Pro Tem Muchovej will lead the pledge of allegiance.

The Pledge of Allegiance was led by Mayor Pro Tem Muchovej.

4) ROLL CALL

PRESENT:
Councilmember Freundt
Councilmember Garcia
Mayor Pro Tem Muchovej
Mayor Kong

ABSENT:
Councilmember Schwartz

OTHERS PRESENT: Deston Dishion, City Administrator; Robin Picken, City Clerk; Russell A. Hildebrand, Deputy City Attorney; Ethan Aukee, Finance Director; Bret Russell, Fire Chief; Nate Derr, Police Chief; Nora Gamino, Public Works Director; and Dan McElroy, Community Services Manager

5) PUBLIC COMMENT

Public comments were made by:
Pastor Tim Homan, a local resident, a member of the Bishop Grace Lutheran Church, and a representative of the Eastern Sierra Pastoral Association, recited a prayer.

David Eichman, from the City of West Hollywood who served 27 years as a transportation commissioner, and is a second homeowner in Mammoth Lakes, spoke to the similarities between West Hollywood and Bishop and that he is a patron of our local businesses. He applauded the Council for stepping up and serving and wished them all the best.

No further public comments were made.

6) DEPARTMENT REPORTS

Written reports from the Fire, Police, Public Works, Community Services, Planning, and Administration Departments were submitted on each department's activities including upcoming and ongoing projects. Verbal reports were also given by the Fire, Police, Public Works, Community Services, and Administration Departments.

6.A) Fire Department Report - Fire Chief Bret Russell

Fire Department Report - January 2025

6.B) Police Department Report - Police Chief Nate Derr

Police Department Report - January 2025

6.C) Public Works Department Report - Public Works Director Nora Gamino

Public Works Department Report - January 2025

6.D) Community Services Department Report - Community Services Manager Daniel McElroy

Community Services Department Report - January 2025

6.E) Planning Department Report - Assistant Planner Ana Budnyk

Planning Department Report-January 2025

6.F) City Administrator Report - City Administrator Deston Dishion

City Administrator Report - January 2025

7) COUNTY OF INYO UPDATE

Second District Supervisor Griffiths provided an update on Inyo County business and activities.

8) CONSENT CALENDAR

8.A) Full-Time Monthly Salary Schedule - July 1, 2024 - June 30, 2025

2024-2025 Full Time Salary Schedule - 2025 02 10

8.B) A Resolution Renewing the City of Bishop's Military Equipment Policy; AB 481-Military Equipment Annual Inventory and Report

Cover Page

AB 481 report 2025

AB 481 inventory 2025

Resolution - Renewing AB 481 Military Equipment Policy 2025 01 27

8.C) Challenger Sports - Agreement Letter of Extension

Cover Page

Vendor Agreement - Challenger Sports 2024 02 12

Letter of Agreement - Bishop P&R

8.D) Community Services Department - Purchase of Tractor

Cover Page

Tractor Purchase Order

San Joaquin Tractor

Nolts Equipment

Garton Tractor

8.E) Building Permits Issued Report

Permits Issued Report - January 2025

8.F) Planning Commission Meeting Agenda

January 28, 2025 - Planning Commission Meeting Agenda

No public comments were made.

Motion/Councilmember Garcia Seconded/Mayor Pro Tem Muchovej
Councilmember Garcia made a motion to approve the Consent Calendar as presented with the requested change to update the name of the Mayor on Item 8B's proposed resolution for signature.
Motion passed 4-0

Ayes: Councilmember Freundt, Councilmember Garcia, Mayor Pro Tem Muchovej, Mayor Kong
Noes: None
Abstain: None
Absent: Councilmember Schwartz

9) NEW BUSINESS

9.A) Flock Security Camera and ALPR Project

Cover Page

Flock Sole Source Justification

Police Chief Derr reviewed this item with Council and addressed the questions and concerns he received from the community on this proposed purchase for the City.

After a thorough discussion by Council, Council directed staff to bring back the proposed contract with Flock Safety for Council's consideration to approve at a future

meeting after addressing the question related to who owns the data from the purchased devices and to share the proposed Police Department policy related to live view cameras and automatic license plate recognition cameras to be adopted once these devices are installed and activated in the City.

Public comments were made by:
David Eichman, of West Hollywood, shared with Council what the City of West Hollywood did as it relates to the use of cameras and license plate readers (LPR). David Eichman explained that the City of West Hollywood at first did not want to install cameras and LPRs and was concerned about the camera data as Council discussed, but later the City of West Hollywood saw the benefits of the use of cameras and LPRs from their neighbors in Beverly Hills in addressing crime and eventually voted to purchase and install such equipment in West Hollywood.

9.B) Handheld Radio Purchase

Cover Page

49er communications quote

Blackpoint LLC quote

Police Chief Derr reviewed this item with Council.

No public comments were made.

Motion/Mayor Pro Tem Muchovej Seconded/Councilmember Garcia
Mayor Pro Tem Muchovej made a motion to approve the purchase of new state of the art handheld radios from Blackpoint LLC for the police department in an amount not to exceed $49,629.00.
Motion passed 4-0

Ayes: Councilmember Freundt, Councilmember Garcia, Mayor Pro Tem Muchovej, Mayor Kong
Noes: None
Abstain: None
Absent: Councilmember Schwartz

9.C) Mid-Year Budget Adjustments

Cover Page

General Fund Revenue FY 2024-25 Midyear Budget Adjustment

City Council FY 2024-25 Midyear Budget Adjustment

Administration FY 2024-25 Midyear Budget Adjustment

Finance FY 2024-25 Midyear Budget Adjustment

Police Department FY 2024-25 Midyear Budget Adjustment

Fire Department FY 2024-25 Midyear Budget Adjustment

Public Works FY 2024-25 Midyear Budget Adjustment

Community Services FY 2024-25 Midyear Budget Adjustment

Sewer Fund Midyear Analysis

Gas Tax Fund Midyear Analysis

Water Fund Midyear Analysis

SMHP Fund Midyear Analysis

COPS Fund Midyear Analysis

Finance Director Aukee reviewed this item with Council. No public comments were made.

Motion/Mayor Pro Tem Muchovej Seconded/Councilmember Freundt
Mayor Pro Tem Muchovej made a motion to approve the budget adjustments as presented.
Motion passed 4-0

Ayes: Councilmember Freundt, Councilmember Garcia, Mayor Pro Tem Muchovej, Mayor Kong
Noes: None
Abstain: None
Absent: Councilmember Schwartz

10) FUTURE AGENDA ITEMS

No requests for future agenda items were made by Council.

11) COUNCIL AND COMMITTEE REPORTS

Councilmember Freundt reported on meetings he attended and thanked the Public Works Department for the tour he was given of the wastewater plant last week. No other reports were given.

12) ADJOURNMENT

The Mayor adjourned the meeting at 7:32 p.m. to the City Council Meeting scheduled for Monday, February 24, 2025 at 6:00 p.m. in the City Council Chambers.

_____
Karen Kong, Mayor

Attest: _____
Robin Picken, City Clerk

CITY OF BISHOP
CITY COUNCIL MINUTES
FEBRUARY 24, 2025

1) CALL TO ORDER

Mayor Kong called the meeting of the Bishop City Council to order at 6:00 p.m. in the City Council Chambers, 301 West Line Street, Bishop, California.

2) ROLL CALL

PRESENT:
Councilmember Freundt
Councilmember Garcia
Councilmember Schwartz
Mayor Kong

ABSENT:
Mayor Pro Tem Muchovej

OTHERS PRESENT: Deston Dishion, City Administrator; Robin Picken, City Clerk; Karey Poole, Community Services Administrative Assistant; Dean J. Pucci, City Attorney; Nora Gamino, Public Works Director

3) PUBLIC COMMENT PRIOR TO CLOSED SESSION

No public comments were made.

4) CLOSED SESSION

4.A) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION - SIGNIFICANT EXPOSURE TO LITIGATION pursuant to Government Code § 54956.9(b): 1 Potential Case

4.B) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION pursuant to Government Code § 54956.9 - Name of Case: City of Bishop et al vs. Aaron Schat et al Case No: SI CV CV-2368971

Closed Session began at 4:30 p.m. Closed Session ended at 5:45 p.m.

Mayor Pro Tem Muchovej joined the City Council Closed Session at 5:35 p.m.

5) OPEN SESSION

Mayor Kong called the open session of the Bishop City Council to order at 6:00 p.m. in the City Council Chambers, 301 West Line Street, Bishop, California.

6) MOMENT OF SILENCE

Mayor Kong announced a moment of silence.

7) PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Kong.

8) ROLL CALL

PRESENT:
Councilmember Freundt
Councilmember Garcia
Councilmember Schwartz
Mayor Pro Tem Muchovej
Mayor Kong

ABSENT:
None.

OTHERS PRESENT: Deston Dishion, City Administrator; Robin Picken, City Clerk; Dean J. Pucci, City Attorney; Bret Russell, Fire Chief; Nate Derr, Police Chief; Nora Gamino, Public Works Director; Dan McElroy, Community Services Manager; and Karey Poole, Community Services Administrative Assistant

9) PUBLIC COMMENT

Mark Harrison, Pastor of the Seventh Day Adventist Church in Bishop, recited a prayer.

Mark Vincent, of Studio7 Collaborative + Eastern Sierra Entertainment Audio Video Company, spoke to his entertainment business along with Philip Ganoung who are available for hire in Bishop.

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

To report on actions taken in Closed Session as required by law, Mayor Kong read aloud the Closed Session items - 4.A) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION - SIGNIFICANT EXPOSURE TO LITIGATION pursuant to Government Code § 54956.9(b): 1 Potential Case; 4.B) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION pursuant to Government Code § 54956.9 - Name of Case: City of Bishop et al vs. Aaron Schat et al Case No: SI CV CV-2368971; and announced that no reportable action was taken.

11) DEPARTMENT REPORTS

Reports from the Fire, Police, Public Works, Community Services, and Administration Departments were given on each of their department's activities including upcoming and ongoing projects.

Fire Chief Russell reported to Council on the completion of the new ventilation system for Fire Station 1, thanked Council for their support for the Bishop Fire Department and for public safety as a whole, and thanked the Bishop Volunteer Firefighters and their workplaces that continue to allow our volunteers to respond to fire calls.

Police Chief Derr reported to Council on the Juvenile Justice Coordinating Council survey that was recently completed to help determine how their grant money is spent to assist our youth, the receipt of the Point In Time Count (PIT Count) study for unhoused individuals in Alpine, Mono, and Inyo Counties, working on contracts to benefit our community, scheduled their next Citizens Academy to begin on March 6, 2025, and stated as a reminder to the public that with good weather, call volumes typically go up; therefore he asked that everyone be mindful and cautious in what they do in order to not increase calls.

Public Works Director Gamino reported to Council on their annual reporting for water and wastewater, an update to the City's annual consumer confidence report on water quality, the arrival of their new Vactor vacuum truck last week, and announced that Assistant Planner Budnyk received the Complete Street Safety Assessment Grant for a comprehensive transportation safety assessment that will focus on pedestrian and bicycle safety that will help identify and implement traffic safety solutions to improve safety for everyone and support our planning efforts for our next round of Active Transportation Programs (ATP).

Community Services Manager McElroy reported to Council on the upcoming bid opening for the pool resurfacing project, the Parks and Recreation Commission Meeting on Wednesday, February 26, 2025, an update on their scheduled programs, lifeguard recruitment, and upcoming Water Safety Instructor (WSI) training for Aquatics Coordinator Gomez. Community Services Manager McElroy announced the activities at the City Park starting with the aeration of the fields, hosting the Eastern Sierra Girls Softball tryouts, Little League Baseball tryouts, field use by the Bishop Union High School Baseball and Softball teams, the installation of a concrete path between the tennis courts and the skate park, and provided an update on this year's Family Fun Day, Hispanic Heritage and Latino Conservation Week, and Friday Night Markets.

City Administrator Dishion reported to Council on the upcoming kick-off meeting for the Eastern Sierra Community Housing Needs Study on Thursday, February 27, 2025 at 9:00 a.m. via videoconference and is the first of six community meetings that will be facilitated in English and some in Spanish, the scheduling of the next City of Bishop and Bishop Rural Fire Protection District Joint Meeting, the first Parking Technical Advisory Committee Meeting, and shared information that Air Alliance Group and United Airlines is considering extending air service in Bishop through Mid-October 2025.

12) BISHOP AREA CHAMBER OF COMMERCE & INFORMATION CENTER UPDATE

12.A) Bishop Area Chamber of Commerce and Information Center Update Report - February 24, 2025

BACCIC February 24 2025 City Council Report

Bishop Area Chamber of Commerce and Information Center Executive Director Tawni Thomson reviewed her report with Council. After answering all of Council's questions, the Council thanked Tawni Thomson for her report.

13) CONSENT CALENDAR

13.A) City Council Meeting Minutes

Minutes 2025 01 13

Minutes 2025 01 27

13.B) January 2025 Budget Report

January 2025 Budget Report

13.C) January 2025 Financial Reports

January 2025 Bank Reconciliation Report

January 2025 Combined Cash Report

January 2025 Investment Portfolio Report

January 2025 Warrant Register Report

13.D) Public Works Administrative Support Specialist Job Description and Fiscal Year 2024-2025 Full Time Salary Schedule

Cover Page

Public Works Administrative Support Specialist Job Description

Fiscal Year 2024-2025 Full Time Salary Schedule

13.E) Police Department Flock Safety Contract

Cover Page

ALPR policy

Flock contract

13.F) Budget Adjustment for Grant Funded Energy Efficient Pool Pumps

Cover Page

HSEF Demonstration Project_ City of Bishop Replacement Pool Pump

13.G) Amendment No.1 to Professional Services Agreement for Real Estate consultation and services between the City of Bishop and Bishop Real Estate Rasmusson and Assoicates Inc.

Cover Page

Amendment 1 to Professional Service Agreement with BRERA

Professional Services Agreement Real Estate Services

2022 Letter of Extension

2023 Letter of Extension

2024 Letter of Extension

13.H) Planning Commission Meeting Cancellation Notice

February 25, 2025 - Cancellation Notice

Mayor Kong announced that Item 13.E Police Department Flock Safety Contract is pulled from the consent calendar and will be brought back at a later date. No public comments were made.

Motion/Councilmember Schwartz Seconded/Councilmember Garcia
Councilmember Schwartz made a motion to approve the Consent Calendar as presented except for Item 13.E.
Motion passed 5-0

Ayes: Councilmember Freundt, Councilmember Garcia, Councilmember Schwartz, Mayor Pro Tem Muchovej, Mayor Kong
Noes: None
Abstain: None
Absent: None

14) NEW BUSINESS

14.A) Appointment to the Parks and Recreation Commission

Cover Page

Statement of Interest from Kim Partridge

Community Services Manager McElroy reviewed this item with Council. No public comments were made.

Motion/Councilmember Garcia Seconded/Mayor Pro Tem Muchovej
Councilmember Garcia made a motion to approve the appointment of Kim Partridge to fill the unscheduled vacancy on the Parks and Recreation Commission with a term ending October 28, 2027.
Motion passed 5-0

Ayes: Councilmember Freundt, Councilmember Garcia, Councilmember Schwartz, Mayor Pro Tem Muchovej, Mayor Kong
Noes: None
Abstain: None
Absent: None

15) FUTURE AGENDA ITEMS

Councilmember Schwartz, with consensus from Council, asked that staff work with Council on a systematic approach on how Council Members are appointed to ad hoc committees and commissions.

Mayor Kong, with consensus from Council, asked staff to invite Northern Inyo Hospital

District Chief Executive Officer Stephen DelRossi or a member of their Board to do a presentation on their new billing policy at a future meeting.

Mayor Pro Tem Muchovej, with consensus from Council, asked staff to invite a Mule Days Committee Representative to do a presentation on the 2025 Mule Days event, their 5-year vision, and fiscal solvency at a future meeting.

No further requests were made for future agendas items.

16) COUNCIL AND COMMITTEE REPORTS

Council Members reported on meetings and community events that they attended.

17) ADJOURNMENT

The Mayor adjourned the meeting at 6:46 p.m. to the City Council Meeting scheduled for Monday, March 10, 2025 at 6:00 p.m. in the City Council Chambers.

_____
Karen Kong, Mayor

Attest: _____
Robin Picken, City Clerk

Agenda Item: 10.B
Date of Meeting: March 10, 2025
Department: Finance

STAFF REPORT

To: City Council

From: Ethan Aukee

Subject: **Budget Adjustment Proposal**

Prepared On: March 4, 2025

Background/History:
The City budgeted $25,000 for costs associated with the creation of a City brand/logo for marketing and other purposes. This was originally budgeted within a capital expense account, but after further review, City staff have determined that these costs should be fully expensed when incurred, rather than capitalized and depreciated over time. There's nuance as to whether this type of expense is typically expensed or capitalized, and based on an improved understanding of the project, the cost should be expensed.

Analysis/Discussion:
The proposed budget adjustment is not increasing or decreasing total spending. Both affected accounts are within the Planning Department and the City's General Fund.

Economic Impacts:
None.

Budget Impacts:
Decrease in capital expense account 001-034-56028 in the amount of $25,000.
Increase in operating expense account 001-034-52015 in the amount of $25,000.

Legal Review:
Not required.

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

Approved By: Ethan Aukee 3/4/2025
Approved By:
Approved By:
Approved By:

Agenda Item: 10.C
Date of Meeting: March 10, 2025
Department: Police

STAFF REPORT

To:	City Council
From:	Nate Derr
Subject:	**Police Department Flock Safety Contract**
Prepared On:	February 12, 2025
Attachments:	ALPR policy Flock contract Master Service Agreement

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Background/History:
On 02-10-2025, the Police Department presented a community safety project comprised of Flock condor live view cameras and Automated License Plate Readers (ALPRs). The project was previously approved during strategic planning in the amount not to exceed $187,500.00. This contract provides devices for a 60 month term, with an option after 60 months to continue for an additional 24 months. This item was placed on New Business for an open discussion to address concerns from the public. Council directed staff to return on 02-24-25, to present the contract and Department policy.

Analysis/Discussion:
Cameras and ALPRs are used to identify suspects and aid in investigations to reduce staff time and protect the community. There are concerns however with privacy. These concerns were addressed on 02-10-25, and we have follow up with Flock safety to insure the community is protected from both criminal activity as well as personal privacy.

Economic Impacts:
This item was previously budgeted for FY24/25.

Budget Impacts:
This item was previously budgeted for FY24/25.

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

Recommended Action:
Review and approve Flock safety contract in an amount not to exceed $187,500.00.

Approved By: Ethan Aukee 3/3/2025

Approved By: Robin Picken 3/3/2025
Approved By: Dean Pucci 3/6/2025
Approved By: Deston Dishion 3/6/2025

Automated License Plate Readers (ALPRs)

429.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology.

429.2 POLICY

The policy of the Bishop Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

All data and images gathered by the ALPR are for the official use of this department. Because such data may contain confidential information, it is not open to public review.

429.3 ADMINISTRATION

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates. It is used by the Bishop Police Department to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction and stolen property recovery.

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Administration Operation Commander. The Administration Operation Commander will assign members under his/her command to administer the day-to-day operation of the ALPR equipment and data.

429.3.1 ALPR ADMINISTRATOR

The Administration Operation Commander shall be responsible for developing guidelines and procedures to comply with the requirements of Civil Code § 1798.90.5 et seq. This includes, but is not limited to (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

(a) A description of the job title or other designation of the members and independent contractors who are authorized to use or access the ALPR system or to collect ALPR information.

(b) Training requirements for authorized users.

(c) A description of how the ALPR system will be monitored to ensure the security of the information and compliance with applicable privacy laws.

(d) Procedures for system operators to maintain records of access in compliance with Civil Code § 1798.90.52.

(e) The title and name of the current designee in overseeing the ALPR operation.

(f) Working with the Custodian of Records on the retention and destruction of ALPR data.

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(g) Ensuring this policy and related procedures are conspicuously posted on the department's website.

429.4 OPERATIONS

Use of an ALPR is restricted to the purposes outlined below. Department members shall not use, or allow others to use the equipment or database records for any unauthorized purpose (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

(a) An ALPR shall only be used for official law enforcement business.

(b) An ALPR may be used in conjunction with any routine patrol operation or criminal investigation. Reasonable suspicion or probable cause is not required before using an ALPR.

(c) While an ALPR may be used to canvass license plates around any crime scene, particular consideration should be given to using ALPR-equipped cars to canvass areas around homicides, shootings and other major incidents. Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.

(d) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.

(e) No ALPR operator may access department, state or federal data unless otherwise authorized to do so.

(f) If practicable, the officer should verify an ALPR response through the California Law Enforcement Telecommunications System (CLETS) before taking enforcement action that is based solely on an ALPR alert.

429.5 DATA COLLECTION AND RETENTION

The Patrol Operation Commander is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data. Data will be transferred from vehicles to the designated storage in accordance with department procedures.

All ALPR data downloaded to the server should be stored for a minimum of one year and in accordance with the established records retention schedule. Thereafter, ALPR data should be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a discovery request or other lawful action to produce records. In those circumstances the applicable data should be downloaded from the server onto portable media and booked into evidence.

429.6 ACCOUNTABILITY

All data will be closely safeguarded and protected by both procedural and technological means. The Bishop Police Department will observe the following safeguards regarding access to and use of stored data (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

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(a) All ALPR data downloaded to the mobile workstation and in storage shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time (Civil Code § 1798.90.52).

(b) Members approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or department-related civil or administrative action.

(c) ALPR system audits should be conducted on a regular basis.

For security or data breaches, see the Records Release and Maintenance Policy.

429.7 RELEASING ALPR DATA

The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law, using the following procedures:

(a) The agency makes a written request for the ALPR data that includes:

1. The name of the agency.
2. The name of the person requesting.
3. The intended purpose of obtaining the information.

(b) The request is reviewed by the Administration Operation Commander or the authorized designee and approved before the request is fulfilled.

(c) The approved request is retained on file.

Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy (Civil Code § 1798.90.55).

429.8 TRAINING

The Training Coordinator should ensure that members receive department-approved training for those authorized to use or access the ALPR system (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

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Flock Safety + CA - Bishop PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Zach Walker
zach.walker@flocksafety.com
+14085294335

flock safety

Docusign Envelope ID: B05E2655-F313-4188-BBA4-DBCA015380F8

ORDER FORM

This order form ("**Order Form**") hereby incorporates and includes the terms of the previously executed agreement (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "**Effective Date**")

Customer:	CA - Bishop PD	Initial Term:	60 Months
Legal Entity Name:	CA - Bishop PD	Renewal Term:	24 Months
Accounts Payable Email:		Payment Terms:	Net 30
Address:	207 W Line St Bishop, California 93514	Billing Frequency:	Total Contract Billed at Signing
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$35,650.01**
Flock Safety Flock OS			
FlockOS ™ - Essentials	Included	1	Included
Flock Safety Bundles			
Solar LPR Combo Bundle	Included	1	Included
Video Camera - Multidirectional Bundle 180° Fixed + PTZ, fka Condor	Included	1	Included
Dual Solar LR Bundle	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	1	Included
Solar Long-Range LPR, fka Solar Falcon LR	Included	1	Included
Solar LPR, fka Solar Falcon	Included	1	Included
Solar Long-Range LPR, fka Solar Falcon LR	Included	2	Included
Flock Safety Video Products			
Flock Safety Video Camera PTZ w/ LTE Service, fka Condor	Included	2	Included
Solar Video Camera Fixed, fka Condor	Included	2	Included
Flock Safety Video Camera PTZ w/ LTE Service, fka Condor	Included	1	Included
Flock Safety Video Camera PTZ w/ LTE Service, fka Condor	Included	2	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

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Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$650.00	1	$650.00
Professional Services - Solar Bundle Implementation Fee	$900.00	1	$900.00
Professional Services - Bundle Implementation Fee	$900.00	1	$900.00
Professional Services - Solar Bundle Implementation Fee	$900.00	1	$900.00
Video Camera Professional Services - Standard Implementation Fee	$750.00	1	$750.00
Professional Services - Existing Infrastructure Implementation Fee	$150.00	1	$150.00
Video Camera Professional Services - Standard Implementation Fee	$750.00	2	$1,500.00
		Estimated Tax:	$0.00
		Contract Total:	$184,000.04

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Billing Schedule

Billing Schedule	Amount (USD)
Total Contract Due at Signing	$184,000.04

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description
FlockOS ™ - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety Video Camera PTZ w/ LTE Service, fka Condor	Law enforcement grade live streamed PTZ camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. *Flock provided sim card camera is limited to 25 hours per month of live streaming.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Solar LPR Combo Bundle	One solar-powered fixed long-range camera and one solar-powered, standard-range LPR camera on the same pole
Video Camera - Multidirectional Bundle 180° Fixed + PTZ, fka Condor	Multi Directional Mount with 3 Fixed Video Cameras with 180 degree view and PTZ on same pole with 30 days of storage, AC Powered
Dual Solar LR Bundle	Two solar-powered fixed long-range LPR cameras on the same pole
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Solar Long-Range LPR, fka Solar Falcon LR	Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. Solar Power only
Solar LPR, fka Solar Falcon	Standard range license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE
Professional Services - Solar Bundle Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Bundle Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Solar Video Camera Fixed, fka Condor	
Flock Safety Video Camera PTZ w/ LTE Service, fka Condor	
Solar Long-Range LPR, fka Solar Falcon LR	Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. Solar Power only
Professional Services - Solar Bundle Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Flock Safety Video Camera PTZ w/ LTE Service, fka Condor	Law enforcement grade live streamed PTZ camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. *Flock provided sim card camera is limited to 25 hours per month of live streaming.
Video Camera Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Video Camera Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations

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License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

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By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.	**Customer: CA - Bishop PD**
By:	By:
Name: Mark Smith	Name: Nathaniel Derr
Title:	Title: Chief of Police
Date:	Date:
	PO Number:

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Master Services Agreement

This Master Services Agreement (this "***Agreement***") is entered into by and between Flock Group Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 ("***Flock***") and the entity identified in the signature block ("***Customer***") (each a "***Party***," and together, the "***Parties***"). This Agreement is effective on the date of mutual execution ("***Effective Date***"). Parties will sign an Order Form ("***Order Form***") which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**.

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer ("***Notifications***");

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services; and

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, ("***Permitted Purpose***").

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

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1.1 "***Agreement***" means the order form (to be provided as Exhibit A, "Order Form"), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 "***Anonymized Data***" means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.3 "***Authorized End User(s)***" means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 "***Customer Data***" means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.5. "***Customer Hardware***" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 "***Effective Date***" means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 "***Embedded Software***" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 "***Flock Hardware***" means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 "***Flock IP***" means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 "***Flock Services***" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.11 "***Footage***" means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

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1.12 "***Integration Data***" means any distribution of data from a Customer requested third party integration.

1.13"***Installation Services***" means the services provided by Flock for installation of Flock Services.

1.14 "***Permitted Purpose***" means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.15 "***Retention Period***" means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.16 "***Term***" means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.17 "***Web Interface***" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

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2.2 **Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as ***"Support Services"***).

2.4 **Updates to Platform.** Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

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2.6 **Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 **Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 **Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this Agreement. Customer shall be responsible for obtaining and maintaining any equipment and

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ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as ***"Customer Obligations"***).

3.2 **Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (**"*Customer Generated Data"***). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such

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Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

4.4 **Data Distribution**. Customer may, upon request, choose to integrate Flock Services with a third party to either distribute Integration Data or Customer Data (such third party, "Recipient"). Upon such request, Customer hereby grants to Flock a non-exclusive, non-transferable, royalty-free, perpetual license to access, share, view, record, duplicate, store, save, reproduce, modify, display, and distribute Customer Data and/or Integration Data, as required by the requested distribution. Customer acknowledges that such data may be viewed, recorded, duplicated, stored, saved, reproduced, modified, displayed, distributed, and retained by Recipient for a period longer than Flock's standard retention period and hereby provides consent to such retention period. Unless expressly listed in the Order Form, the provision, access, or use of any Application Programming Interfaces ("APIs") is not included under this Agreement. Any rights, licenses, or obligations related to APIs shall be governed solely by the terms set forth in the Order Form or a separate agreement between the parties.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality and performance of this Agreement. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

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such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 **Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover, or recreate the source code, object code or underlying structure, ideas or algorithm of the Flock Services or any software provided hereunder; modify, translate, or create derivative works based on the Flock Services or any software provided hereunder, (ii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iii) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (iv) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (v) use the Flock Services for anything other than the Permitted Purpose; or (vi) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

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5.3 **Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 **Billing and Payment of Fees**. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 **Notice of Changes to Fees.** In the event of any changes to fees, Flock shall provide Customer with sixty (60) days notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 **Taxes.** To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net

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amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Term***"). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "***Renewal Term***") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("***Cure Period***"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival**. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a **"*Defect***"), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole

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discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock Service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK IS NOT LIABLE FOR ANY DAMAGES OR ISSUES ARISING FROM THIRD-PARTY DISTRIBUTIONS REQUESTED BY CUSTOMER. AFOREMENTIONED DISTRIBUTION IS AT CUSTOMER'S OWN RISK. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies to be provided as Exhibit B.

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8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS

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NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware**. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

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10.2 **Deployment Plan**. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 **Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (https://www.flocksafety.com/reinstall-fee-schedule). Customer will receive prior notice and confirm approval of any such fees.

10.4 **Customer Installation Obligations**. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 **Flock's Obligations**. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

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11.1 **Compliance with Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the

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chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 **Special Terms.** Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 **Publicity.** Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 **Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or

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commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.

11.15 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non-appropriation with thirty (30) days written notice without penalty or other cost.

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FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: _____

ATTN: _____

EMAIL: _____

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EXHIBIT B

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (i) all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage, and (ii) Flock's Cyber and Professional Liability/Errors and Omissions insurance has a shared limit of Five Million Dollars (5,000,000) per incident and in the aggregate.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;

(ii) **Workers Compensation** insurance in accordance with statutory limits;

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars ($5,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate;

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(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars ($5,000,000).

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Customer Implementation Guide

Law Enforcement



flock safety

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Implementation Timeline

This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6-8 weeks after locations have been finalized, delays can occur as noted in the timeline below:

REVIEW LOCATIONS

Confirm Camera Locations With Your Sales Representative

FLOCK: Your sales representative will present several viable options for camera locations

CUSTOMER: Review Deployment Plan & approve camera locations

PLEASE NOTE: If Public Works is required to move forward, please obtain approval

FINALIZE LOCATIONS

Prepare For Finalized Camera Locations

FLOCK: Confirm Deployment Plane and signed agreement. Flock will move forward with next steps for locations that don't need permits (minimum 10 locations needed to move forward with partial installation)

CUSTOMER: Prepare the below items, as needed

- **If permits are required, begin application process**
- **If camera will be AC-powered, hire an electrician/street department**

STEP 1

Conduct On-site Survey & Place Flags

FLOCK: Flock technician conducts site survey to (1) evaluate/reconfirm solar or power access, (2) check line of sight to the road, and (3) evaluate/reconfirm cellular service in the area. When the technician deems the locations suitable, s/he will place a white flag at each spot

PLEASE NOTE: If the initially determined locations don't meet Flock standards, we will evaluate a new location, obtain customer approval, and redo a site survey. This may push timeline for installation

STEP 2

Call 811

FLOCK: Flock Safety will coordinate with Call 811 to mark each camera location for underground utilities within a 10-foot radius

PLEASE NOTE: Call 811 is a government service, so turnaround times may vary and is outside of Flock control

STEP 3

Schedule Installation

FLOCK: Flock will (1) ship any site specific material that the technician does not have locally (2) schedule the installation date

STEP 4

Install & Validate Cameras

FLOCK: After installation, your Onboarding Specialist will confirm that cameras are capturing footage well and functioning properly. They will then give you full access to the system along with helpful training resources

ONGOING – AS NEEDED

Finalize Any Installation Needs

FLOCK: While we typically complete installations within 4 weeks of finalizing locations, delays may occur due to external factors. In these instances, we will continue to work through this process until your cameras are fully installed and operational

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Flock Safety Team

Implementation Team	How They Will Support You
 **Project Manager**	Your **Project Manager** is your **primary contact during camera installation.** Your project manager will guide you through the entire installation process, keeping you apprised of all implementation updates as well as answering any questions you have during this time. They will ensure that all the cameras are on the ground and operating for at least 48 hours before transitioning you to your Customer Success Manager.
 **Field Operations Team**	• The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock. This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of the product. • They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that the cameras are installed quickly and safely and in a way that maximizes the opportunity to solve crime at a specific location. • ***Note*:** For **all Installation questions or concerns**, please always direct them to your **Customer Success Manager** and not the technician.

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Relationship Team	How They Will Support You
 **Customer Success Manager**	Your Customer Success Manager is your strategic partner for your lifetime as a Flock customer. While the cameras are getting installed, your CSM will help get your account set up and get all key users trained on the system. Post-Camera-Installation, your CSM will be your go-to for most account-related needs: You should reach out to them to: • Set up Account Training • Understand benefits of features • Learning best practices for getting relevant data • Identifying opportunities to expand the security network in your area • Provide feedback on your partnership with Flock
 **Flock Safety Support**	The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. **To get in touch with support**, simply email **support@flocksafety.com or call 866-901-1781 Mon-Fri 8am-8pm EST.** Support can help you: • Request camera maintenance • Troubleshoot online platform • Contract / Billing questions • Update account information • Camera Sharing questions • Quick “How to” questions in your Flock Account

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Outside Party	When They May Be Involved
Electrician/Street Department	If the Flock cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity
Public Works (LE)	To weigh in on the use of public Rights of Way or property
Department of Transportation (DOT), City, or County agencies	If installation in your area requires permitting

PLEASE NOTE: On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation.

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Implementation Service Briefs: Existing Infrastructure vs Standard vs Advanced

	Existing Infrastructure Install	Standard Install	Advanced Install
Pole	None	Flock	NCHRP 350 / MASH
Timeline	Short	Medium	Longest
Cost	Lowest	Mid	Highest

Existing Infrastructure Implementation

COST: $150 per camera (one time cost)

Included In Scope:

Once designated locations are approved by the customer, as part of the **Existing Infrastructure Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
  - Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
- Confirm that a location is safe for work by following State utility locating procedures.
- Each installation may include the following:
  - Installation of camera and solar panel or AC adapter box on a suitable existing pole

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        - Types of existing infrastructure such as existing utility, light, and traffic signal poles.
        - Pole no higher than 8’-12’ (approval at Flock Safety’s discretion)
        - Flock will provide and mount an AC adapter unit that a qualified electrician can connect to AC power following our **electrical wiring requirements.** Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
    - Access requiring up to a 14’ using an A-frame ladder
    - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the city and state of camera location

Out Of Scope:

By default, Flock does **not** include the following as part of the **Existing Infrastructure Implementation Service** but can provide a quote for sourcing at an additional cost:

- Mounting on mast arms (always require bucket truck and traffic control)
- Call 811 ‘Call-before-you-Dig’ system
- Installation of any poles including but not limited to
    - Standard, 12’ above grade **Flock breakaway pole**
    - NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14’
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses or unique attachment/ connection requirements
- Custom engineered drawings
- Electrical work requires a licensed electrician.

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    - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

Standard Implementation

COST: $650 per camera (one time cost)

Included In Scope:

Once designated locations are approved by the customer, as part of the **Standard Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following state utility locating procedures. Work with local utilities to prevent service interruptions during the installation
    - Engage 811 'Call-before-you-Dig' system to receive legal dig date
    - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
    - Installation of camera and solar panel with **standard, 12' above grade Flock breakaway pole**

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    - Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12’ (approval at Flock Safety’s discretion)
        - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our **electrical wiring requirements**. Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
    - Access requiring up to a 14’ A-frame ladder
    - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

Out Of Scope:

By default, Flock does **not** include the following as part of the Standard Implementation Service but can provide a quote for sourcing at an additional cost:

- Use and/or mounting to existing infrastructure.
- NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14’
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician.
    - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)

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- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

Advanced Implementation

COST: $1,900 per camera (one time cost)

Included In Scope:

Once Designated Locations are confirmed, as part of the **Advanced Implementation Service**, Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
  - Engage 811 'Call-before-you-Dig' system to receive legal dig date
  - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
  - Installation of camera and solar panel on a suitable **NCHRP 350 or MASH** approved pole.
  - Installation of camera and AC adapter that a qualified electrician can connect to AC power.
    - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our electrical wiring requirements. Flock cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).

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Electrical work requiring a licensed electrician and associated costs, not included in the scope.

- Access requiring up to a 14’ A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician

- Obtain a business license to operate in the City and State of camera location

Out Of Scope:

By default, Flock does not include the following as part of the **Advanced Implementation Service** but can optionally provide a quote for sourcing (additional cost):

- Installation on **Standard, 12’ above grade Flock breakaway pole** or existing infrastructure.
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14’
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Fees or costs associated with filing for required City, County, or State permits

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Things to Consider When Selecting Locations

Falcon Cameras



- Use Cases
  - Flock LPRs are designed to capture images of rear license plates aimed in the direction of traffic.
  - Flock LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, intersections.
- Placement
  - They capture vehicles driving away from an intersection.
  - They cannot point into the middle of an intersection.
  - They should be placed after the intersection to prevent stop and go motion activation or “stop and go” traffic.
- Mounting
  - They can be mounted on existing utility, light, traffic signal poles, or 12 foot Flock poles.*
  - They should be mounted one per pole.** If using AC power, they can be mounted 2 per pole.
- They can be powered with solar panels or direct wire-in AC Power (no outlets).***
- They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images.

* Permitting (or permission from pole owner) may be required to use existing infrastructure or install in specific areas, depending on local regulations & policies.

** Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.

*** Flock does not provide Electrical services. Once installed, the agency or community must work with an electrician to wire the cameras. Electrician services should be completed within two days of installation to prevent the camera from dying.

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Solar Panels

Solar panels need unobstructed southern-facing views.



Pole

If a location requires a "DOT Pole" (i.e., Advanced Pole, **not** Flock standard pole), the implementation cost will be $5,000/camera.





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Customer Responsibilities: AC-Powered Cams

If the Flock cameras need to be AC-powered, the **customer is responsible** for acquiring an electrician and ensuring they connect the camera to power. **See steps 2 and 6 below**.

How to Get Started with a Powered Install



1. Create a Deployment Plan

Work with us to select the best location(s) for Flock Safety cameras and power sources



2. Acquire an Electric Quote

Contact an electrician to receive a quote to run 120volt AC power to the camera



3. Sign Flock Safety Agreement

Sign the Flock Safety purchase order to begin the installation of cameras



4. Conduct Site Survey

Flock will mark camera locations, locate underground utilities and mark if present



5. Install Camera

Flock will install the camera and AC power kit at the specified camera location



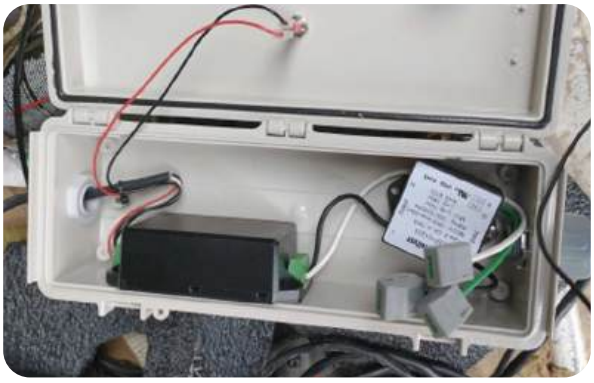
6. Connect Camera to Power

Notify the electrician that the camera is ready for the power connection installation

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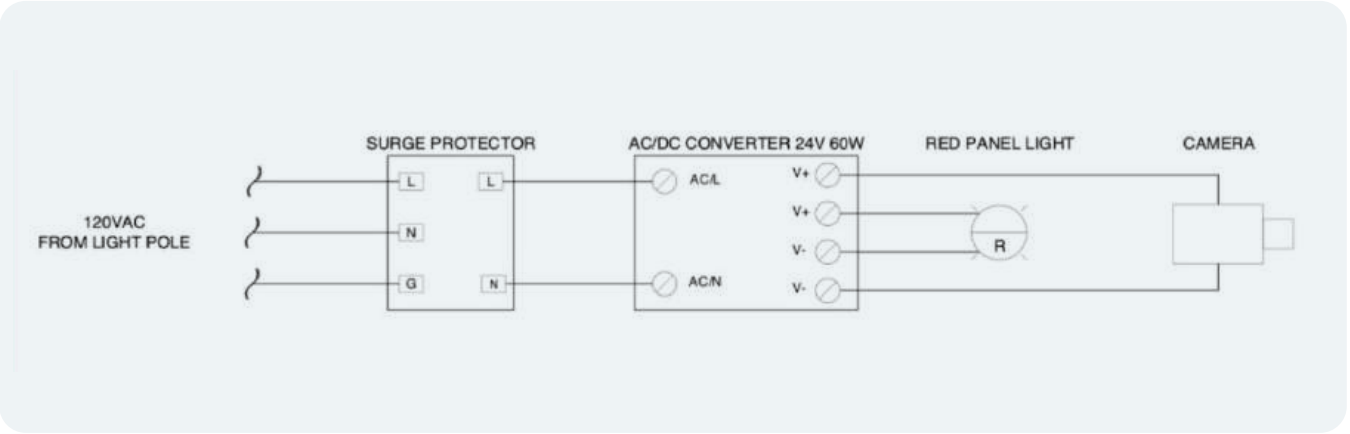
Electrician Handout

Electrician Installation Steps



1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts ½" conduit.
2. Open the box using hinges.
3. Connect AC Mains per wiring diagram below:
    a. Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut.
    b. Connect AC Line wire to the Surge Protector black Line wire using the open position on the lever nut.
    c. Connect AC Ground wire to the Surge Protector green ground wire using the open position on the lever nut.
4. Verify that both the RED LED is lit on the front of the box
5. Close box and zip tie the box shut with the provided zip tie
6. While still on-site, call Flock, who will remotely verify that power is working correctly:

Southeast Region - (678) 562-8766
West-Region - (804) 607-9213
Central & NE Region - (470) 868-4027



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FAQs about AC-Powered Flock Cameras

What voltage is supported?
The AC kit is designed to work with 120VAC Infrastructure by default. A 240VAC version is available on request.

How much power does this consume?
Peak current draw is 1.5 A at 120VAC. The average power draw is roughly 30W in high traffic conditions but maybe lower when fewer vehicles are present.

Who is responsible for contracting the electrician?
The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.

Who is responsible for maintenance?
Flock will handle all maintenance related to Flock's camera and power equipment. However, any problems with the electrical supply are the customer's responsibility. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.

- If the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verifies the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated, the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.

How much does it cost?
Work required to bring AC power to each location will be different, so exact pricing is unavailable. Primary cost drivers include arrow boards and the distance from the camera location to the AC power source.

What information do I need to provide my electrician?
The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of the existing power infrastructure before creating the deployment plan.

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Can you plug it into my existing power outlet? The Flock AC power adapter does not use a standard outlet plug but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged, presenting a tampering risk to this critical safety infrastructure.
The electrician can route power directly to the camera with a direct wire-in connection if an outlet is close to the camera.

How long does this process typically take?
The installation process typically takes 6-8 weeks. To accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.

What kind of electrician should I look for?
Any licensed electrician should perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.

What happens if the electrician damages the equipment?
The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

When should the electrician perform his work?
Once Flock installs the camera, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.

What if my electrician has questions about Flock's AC Kit?
You should share the **AC-Power Kit Details** packet with the electrician if they have questions.

What if the AC power is on a timer?
Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.

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Installation Service Brief Summary

Below outlines the statement of work for the Flock Camera Installation:

What Is Covered By Flock	What Is NOT Covered By Flock	Special Note
Flock Cameras & Online Platform	Traffic Control And Any Associated Costs	
Mounting Poles	*DOT Approved Pole Cost Electrician & Ongoing Electrical Costs	
AC Power Kit (As Needed)	Engineering Drawings	
Solar Panels (As Needed)	Relocation Fees	*Excluding Changes During Initial Installation*
Site Surveys And Call 811 Scheduling	Contractor Licensing Fees	
Installation Labor Costs	Permit Application Processing Fees	
Customer Support / Training	Specialist Mounting Equipment	*Including, But Not Limited To, **MASH Poles Or Adapters*
Cellular Data Coverage	Bucket Trucks	
Maintenance Fees *(Review Fees Sheet For More Details)*	Loss, Theft, Damage To Flock Equipment	
Data Storage For 30 Days	Camera Downtime Due To Power Outage	*Only Applicable For AC-Powered Cameras*
	***Field Technician Maintenance For **Falcon™ Flex**	

*If a location requires a "DOT pole" (i.e., not our standard), the implementation cost will be $5,000/camera; This cost is applicable for installations in GA, IL, SC, TN, and CA.

**MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results

***If a camera is lost, stolen, or damaged, a replacement device can be purchased at a discounted price of $800

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Permitting: Pre-Install Questionnaire

1. **Timeline**
   - In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline.**
   - The SLA for permit document submission is within 15 days from contract signature date (contract Closed-Won)

2. **Right of Way**
   - Will any Flock Safety cameras be installed on the city, state, or power company-owned poles or in the city, county, or state Right of Way (RoW)?
     - What is the RoW buffer?
     - Will additional permits or written permission be required from third-party entities (such as DOT, power companies, public works, etc.)?
   - Will any cameras be installed on city-owned traffic signal poles (vertical mass)?
     - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation.
       - Note: A bucket truck is required if the height exceeds 15 feet tall.

3. **AC Power vs. Solar**
   - If AC powered, is there a 120V power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety powered **installation kit**?
   - If solar-powered, consider the size of the solar panel and potential to impact the visibility of DOT signs/signals:
     - Single Panel: 21.25" x 14" x 2" (Length x Width x Depth)
     - Double Panel: 21.25" x 28" x 2" (LxWxD)

4. **Traffic Control & Installation Methods**
   - **If a bucket truck is required**, this typically necessitates an entire lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?***

PLEASE NOTE: If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received.

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- **If full traffic control is required (cones, arrow boards, etc.):**
  - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices **(MUTCD)**.
  - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?
  - Are there state-specific special versions/variances that must be followed?
- **If a bucket truck is *not* required**, the shoulder or sidewalk should suffice and enable Flock Safety to proceed without traffic control systems in place.
  - Note: In some states (i.e., arrow boards), sidewalks may require signage. If signage is mandatory, Will your Public Works department be able to assist?

5. **Paperwork & Required Forms**
   - Flock Safety will need copies of paperwork to complete before proceeding (ex., business license applications, encroachment permit applications). We can save critical time by gathering these documents upfront. We appreciate your assistance in procuring these.

6. **Contacts**
   - If Flock Safety needs to interface directly with the departments, please share the contact information of the following departments:
     - Permitting
     - Public Works
     - Traffic Department

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*Fee Schedule

After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the deployment plan ("Reinstalls") driven by a Customer's request will incur a fee per the table below.

What Services Incur Fees:

- Requested relocations post-approval by customer
- Relocations due to poor performance will be the responsibility of Flock
  - If a customer requests a location against the advisement of Flock, performance issues and any requested relocations will be the responsibility of the customer.
- Per the contract and absent a defect, in the event that Flock Hardware is lost, stolen, or damaged, Customer may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy **https://www.flocksafety.com/reinstall-fee-schedule**
- Misc billables for out of scope items for each implementation

All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed) and include labor and materials. If you have any questions, please email **support@flocksafety.com**.

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Help Center

Our Help Center is filled with many resources to help you navigate through the online platform. Below you will find some common questions and their relevant help article:

How do I search camera footage?

How do I add a user?

How do I add a vehicle to my own Hot List?

How do I enable browser notifications for Hot List alerts?

How do I get text alerts for Hot List?

How do I request camera access from other nearby agencies?

Help Center

How do I use the National Lookup to search for a plate?
(National Lookup - network of law enforcement agencies that have opted to allow their network of Flock cameras to be used for searches)

How do I reset my / another user's password?

Customer Support

You can reach our customer support team anytime by emailing **support@flocksafety.com**. They can help answer any "How-To" questions you may have.

Master Services Agreement

This Master Services Agreement (this "***Agreement***") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 ("***Flock***") and the entity identified in the signature block ("***Customer***") (each a "***Party***," and together, the "***Parties***"). This Agreement is effective on the date of mutual execution ("***Effective Date***"). Parties will sign an Order Form ("***Order Form***") which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**.

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer ("***Notifications***");

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock's standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the ***Order Form***. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, ("***Permitted Purpose***").

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "***Agreement***" means the order form (to be provided as Exhibit A, "Order Form"), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 "***Anonymized Data***" means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.3 "***Authorized End User(s)***" means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 "***Customer Data***" means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.5. "***Customer Hardware***" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 "***Effective Date***" means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 "***Embedded Software***" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 "***Flock Hardware***" means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 "***Flock IP***" means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 "***Flock Services***" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.11 "***Footage***" means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.
1.12 "***Installation Services***" means the services provided by Flock for installation of Flock Services.
1.13 "***Permitted Purpose***" means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.
1.14 "***Retention Period***" means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.
1.15 "***Term***" means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.
1.16 "***Web Interface***" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 **Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as ***"Support Services"***).

2.4 **Updates to Platform.** Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for

malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 **Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 **Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 **Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as ***"Customer Obligations"***).

3.2 **Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information,

content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (**"*Customer Generated Data"***). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the

foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 **Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 **Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or

third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 **Billing and Payment of Fees**. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 **Notice of Changes to Fees.** In the event of any changes to fees, Flock shall provide Customer with sixty (60) days' notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 **Taxes.** To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Term***"). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "***Renewal Term***") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("***Cure Period***"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival**. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "***Defect***"), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION

11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware**. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's

rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 **Deployment Plan**. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 **Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (https://www.flocksafety.com/reinstall-fee-schedule). Customer will receive prior notice and confirm approval of any such fees.

10.4 **Customer Installation Obligations**. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 **Flock's Obligations**. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 **Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the

chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 **Special Terms.** Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 **Publicity.** Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 **Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or

commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.15 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

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FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: _____

ATTN: _____

EMAIL: _____

EXHIBIT B

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;

(ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars ($10,000,000) per occurrence and Ten Million Dollars ($10,000,000) in the aggregate;

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars ($5,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars ($5,000,000).

Agenda Item: 10.D
Date of Meeting: March 10, 2025
Department: Administration

STAFF REPORT

To:	City Council
From:	Deston Dishion
Subject:	**A Resolution to Extend the Term of the Existing Program of Work Known as the Community Economic Resiliency Fund Pilot**
Prepared On:	March 5, 2025
Attachments:	Econ Dev Resolution_phase 2 _member agencies_FINAL (002).pdf

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Background/History:
On August 31, 2024 the Community Economic Resiliency Fund Pilot Program expired. This program has been administered by the Eastern Sierra Council of Governments and will continue if this resolution is passed.

Economic Impacts:
None

Budget Impacts:
None

Legal Review:

Recommended Action:
Council consideration to approve the proposed resolution to extend the Eastern Sierra Council of Governments Program of Work to be known as the "ESCOG: Community Economic Resiliency Fund Pilot Program" and to seek approval from member agencies for this work.

Approved By: Deston Dishion 3/5/25
Approved By: Ethan Aukee 3/5/2025
Approved By: Robin Picken 3/5/2025
Approved By:

RESOLUTION No. 24-

RESOLUTION OF THE CITY OF BISHOP
TO EXTEND THE EASTERN SIERRA COUNCIL OF GOVERNMENTS PROGRAM OF WORK TO BE KNOWN AS THE "ESCOG: COMMUNITY ECONOMIC RESILIENCY FUND PILOT PROGRAM" AND TO SEEK APPROVAL FROM MEMBER AGENCIES FOR THIS WORK

WHEREAS the Member Agencies agreed that the creation of a regional Joint Powers Authority that functions as a separate and discreet legal entity from individual Member Agencies would enable the Eastern Sierra Council of Governments to maximize and take advantage of opportunities for the region; and

WHEREAS, the Eastern Sierra Council of Governments Joint Powers Authority (ESCOG) was organized to (1) provide a forum for discussion and study of regional issues of interest to the Member Agencies; (2) identify and plan for the solution of identified regional issues requiring multi-governmental cooperation; (3) facilitate actions and agreements among the Member Agencies for specific project development; (4) conduct other region wide functions as Member Agencies deem appropriate; and

WHEREAS, the ESCOG was further organized to identify and apply for funding resources and to apply for and receive funding for the planning and implementation of Programs of regional impact or significance, and to implement such Programs, upon approval of the governing bodies of each Member Agency; and

WHEREAS, the State of California Governor's Office of Business and Economic Development and the Office of Planning and Research have established an unprecedented $600 million regional economic development initiative known as the California Regional Investment Initiative (CAJF formerly CERF), which provided a $5,000,000 planning grant for regional economic development planning in the Eastern Sierra subregion, which includes Alpine, Amador, Calaveras, Inyo, Mariposa, Mono, and Tuolumne Counties, to be focused on economic resilience, equity, and transitioning to carbon neutrality; and

WHEREAS, the Eastern Sierra Region's CAJF planning process is complete, and the region has submitted applications for $9 million in regionally allocated funding for implementation of the Eastern Sierra Region's Regional Plan, with awards anticipated to be announced in March 2025 and an additional $273 million available in competitive implementation funding through the State Regional Investment Initiative; and,

WHEREAS, The Eastern Sierra Council of Governments worked with regional partners to develop and adopt a Comprehensive Economic Development Strategy, and has served to coordinate the implementation of defined elements of the regional CEDS as a funding source for defined EDA or other related grants; and

WHEREAS, Member Agencies will benefit from collective and enhanced collaboration on economic development projects such as those to defined in the Sierra Jobs First Strategic Plan planning effort and the regional CEDS and through regional approach to accessing other State and Federal program to support regional infrastructure, housing solutions, climate resiliency, sustainable recreation, and workforce development; and

WHEREAS, the constituents of the Member Agencies will benefit from funding opportunities to implement economic development activities of regional scope and significance through the authority of the ESCOG; and

WHEREAS, the ESCOG Board and its Member Agencies unanimously approved the "ESCOG: Community Economic Resiliency Fund Pilot Program," which granted authority to the ESCOG to convene community members to support the development of the Sierra Jobs First Strategic Plan; and

WHEREAS, the Community Economic Resiliency Fund Pilot Program expired on August 31, 2024 at the conclusion of the California Jobs First planning phase; and

WHEREAS, the ESCOG served to convene, inform, and advocate for Eastern Sierra communities in Alpine, Inyo and Mono Counties throughout the Sierra Jobs First planning phase to ensure regional communication and representation in the Sierra Jobs First Strategic Plan; and

WHEREAS, the Catalyst Phase of the California Jobs First initiative commenced on September 1, 2024 and will provide opportunities to fund economic development projects at a regional scale, requiring capacity to convene regional partners and identify and coordinate grant applications, and ESCOG has been allocated funding to continue providing the above mentioned services in the benefit of Alpine, Inyo, and Mono Counties under the California Jobs First Initiative;

NOW THEREFORE, BE IT RESOLVED by the City of Bishop as follows:

Section 1. That a program to be known as the "ESCOG: Community Economic Resiliency Fund Pilot Program" be extended to include all authorities previously granted by the Community Economic Resiliency Fund Pilot Program through the completion of the Catalyst Phase of the California Jobs First Initiative, at which point the ESCOG will request additional authorities for implementation of the economic development strategies if deemed appropriate by the ESCOG Board and the member agencies.

Section 2. That the "ESCOG: Community Economic Resiliency Fund Pilot Program" provides for ESCOG to coordinate and engage with regional economic development opportunities in collaboration with Member Agencies through the State of California's "Community Economic Resiliency Fund" Planning Phases (CAJF formerly CERF) and the development of the region's "Comprehensive Economic Development Strategy"

(CEDS); receive funding to participate in regional economic development planning efforts that have already been funded by agencies outside of the region, including the state of California's CAJF and the completion of a CEDS funded by the federal Economic Development Administration; and support and build upon the economic development efforts of Member Agencies that promote economic development efforts to enhance the region's economic resilience and prosperity. Member agency funding for such work is subject to approval by each agency.

Section 3. That, in carrying out the these activities, the ESCOG is empowered under the "ESCOG: Community Economic Resiliency Fund Pilot Program" to apply for and administer grants and other sources of revenue; to participate in regional economic development planning efforts; specifically the CAJF and the CEDS; engage in any actions already authorized by the ESCOG Joint Powers Agreement, including the securing of appropriate levels of insurance; and take any other actions reasonably related to its pursuit of the above mentioned activities; provided, however, that the "ESCOG: Community Economic Resiliency Fund Pilot Program" shall not be authorized to incur debt that is not otherwise secured by the Program's identified revenue. Member agency funding to support such work is subject to approval by each agency and action by the ESCOG shall not obligate members financially.

APPROVED AND ADOPTED THIS ____ day of _____

_____
Mayor

ATTEST:

_____
City Clerk

Agenda Item: 10.E
Date of Meeting: March 10, 2025
Department: Administration

STAFF REPORT

To:	City Council
From:	Deston Dishion
Subject:	**Principal Planner Job Description and Full-Time Salary Schedule**
Prepared On:	March 5, 2025
Attachments:	Principal Planner Job Description 2024-2025 Full Time Salary Schedule

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Background/History:
In 2023 the City of Bishop created a full time Planning Position. In that same year the City hired Ana Budnyk to fill the Assistant Planner position. Over the past 2 years the job duties of the Assistant Planner have outgrown the job description.

Analysis/Discussion:
After a lengthy review of the duties required of the Planning Department staff it has been determined that the creation of the position of Principal Planner is warranted. City Staff including Personnel, Public Works Director and City Administrator carefully drafted an new job description for a Principal Planner. If this position is approved it will take the place of the Assistant Planner position.

Economic Impacts:
City of Bishop residents and developers will realize the benefit of this position by an increased level of planning and development leadership.

Budget Impacts:
When and if the position is approved and filled the Finance Department will make necessary adjustments to accommodate the additional salary.

Legal Review:

Recommended Action:
Council consideration to approve the proposed Principal Planner job description and proposed Full-Time Salary Schedule.

Approved By: Jana Currie 3/6/2025
Approved By: Deston Dishion 3/6/2025
Approved By:

Approved By:

CITY OF BISHOP

PLANNING

Principal Planner

DEFINITION

The Principal Planner serves as the Planning Director and supports the City Administrator in achieving objectives for city planning, zoning and land use, housing and economic development, and environmental compliance. The position performs complex professional functions, ensuring adherence to policy, while coordinating with staff, contractors, and other departments and agencies. This role encompasses a wide range of responsibilities, including preparing budgets, leading city-wide strategic planning, and participates in policy formulation. Position must also cultivate positive relationships with other departments and the public, respond to citizen inquiries and concerns (including code enforcement issues), and represent the City in regional and intergovernmental initiatives.

SUPERVISION RECEIVED AND EXERCISED

- Receives general supervision from City Administrator
- Supervises all planning staff and may serve as a supervisor to other staff on an as needed basis.

EXAMPLE OF DUTIES

Tasks performed by the Principal Planner are predominantly professional and technical in nature and involve working in the office and field with and through staff, contractors, agencies, and others, to accomplish work.

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

- Preforms the planning, organizing, and coordinating of all aspects of city planning functions, including program planning, budgeting, developing priorities, initiating and scheduling projects.
- Develops projects by establishing priorities, creating timelines, and evaluating consultants' work.
- Prepares and submits reports and analyses for the City Council, Planning Commission, and State and Federal agencies.
- Subject matter expert for land use policy, zoning, transportation, and community issues, providing technical support to the City Council and Planning Commission. Makes presentations to the City Council, committees, community groups, boards, commissions, and other governmental bodies as required.
- Ensures compliance with land use and zoning laws and regulations.

- Leads, coordinates, and resolves issues or conflicts that arise during land use reviews or permitting. Collaborates with the City Administrator, staff, City Council, Planning Commission, attorneys, property owners, developers, contractors, and other stakeholders to evaluate options and negotiate solutions.
- Leads the planning and implementation of the City's General Plan and related planning documents.
- Conducts comprehensive land use analyses, environmental reviews (CEQA), and prepares development agreements.
- Reviews and approves current and proposed projects, including subdivisions, residential developments, and commercial or industrial complexes.
- Conducts public outreach and engagement on planning-related issues.
- Prepares grant applications and manages grant-funded projects for Planning Department initiatives. Provides consultation to other departments on grant applications.
- Stays informed about trends in planning, including legislation, court rulings, and emerging techniques. Prepares studies, reports, and recommendations on anticipated needs and programs.
- Develops, budgets, and manages consultant contracts. Identifies candidates, prepares RFPs, convenes interview panels, selects consultants, reviews work products, and authorizes payments.
- Establishes and maintains effective working relationships with city management, staff, applicants, representatives of agencies and community groups, the development community, media representatives, the public, and others encountered in the course of work.
- Assisting the organization in developing and improving professional standards of performance and public service.
- Manages all aspects of the Planning Commission.
- Manages all aspects of Short Term Rentals.
- Organizes and coordinates city-wide strategic planning efforts.
- Coordinates environmental compliance process for all City projects, including all levels of CEQA and NEPA. Reviews third-party compliance documents and maintains records of all decisions for City projects.

QUALIFICATIONS

The Principal Planner possesses the following minimum qualifications or their equivalent:

Knowledge:

- Advanced theories, principles, standards, and practices of urban planning.
- Land use, physical design, demographics, and environmental, social, and economic concepts.
- Local, state, and federal laws related to planning, zoning, subdivision, and environmental compliance, including CEQA, the Permit Streamlining Act, Subdivision Map Act, and California Planning and Zoning Law.
- Principles and techniques of work management, including goal setting, work planning, and organization.
- Public administration practices, including contract administration and project management.
- Local, regional, state, and federal laws, regulations, codes, requirements, and criteria applicable to planning.
- Methods and techniques for engaging citizens in the planning process.

Skills:

- Being an engaged and active listener and a strong and effective communicator.
- Performing a variety of assignments, such as the collection, analysis and preparation of reports and recommendations on complex issues, with initiative and independent judgment.
- Preparing clear, concise, and accurate reports, presentations, correspondence and other written materials.
- Working effectively and cooperatively with other City departments in the review and coordination of planning projects.

Abilities:

- Manage politically sensitive projects of various scales, including contracts, budgets, and schedules.
- Perform complex technical research and analysis of planning issues, evaluate alternatives, and recommend or adopt effective courses of action.
- Understand, interpret, and apply federal, state, regional, and local laws, regulations, policies, and standards to planning processes.
- Present ideas and requirements clearly and persuasively, both orally and in writing, to policy-making bodies, organizations, committees, applicants, and citizens, while adhering to codes and planning policies.

- Exercise sound independent judgment and reach appropriate conclusions within broad policies and guidelines.

EXPERIENCE AND TRAINING GUIDELINES

- Bachelor's Degree from an accredited college or university with major course work in city or regional planning, urban planning, or a closely related field.
- Seven (7) years of professional planning experience. Experience in dealing with citizen participation-based planning efforts and citizen boards and commissions is desirable.

LICENSE AND CERTIFICATES

- Possession of, or ability to obtain within state required time frame, a valid State of California Class C driver's license with an acceptable driving record.
- Must pass an appropriate background check prior to the hire date.

TOOLS AND EQUIPMENT USED

- Computers and computer tools, such as those with Microsoft Office Suite, GIS software, and databases needed to manage and analyze data related to planning activities.
- Communication tools, such as phones and digital platforms, including email used for interacting with staff, agencies, and the public.
- Design and planning tools, such as design review and graphic design software used to develop schematics, flyers, and review plans.
- Motor vehicles and other 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.

- The employee must be physically able to sit for extended periods of time at a desk writing, talking on the phone, checking emails, or inputting data on a computer in a climate-controlled office under artificial lighting, and attending both on and off-site meetings. Some outdoor work is required including but not limited to the inspection of various land use developments, construction sites, or department facilities. Moderate travel withing the local area is required and occasional trips withing the State may be required.
- 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.

- While performing the duties of this job, the employee is occasionally 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 occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; push and pull; talk or hear; and smell.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

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 works in a typical office setting with constant temperatures. The employee occasionally works in outside weather conditions. The noise level in the work environment is usually quiet to 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.

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:

*DRAFT

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

DRAFT*

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 Captain	$5,211	$5,734	$6,307	$6,940	
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					$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 (Not Filled)	$5,211	$5,734	$6,307	$6,940	
Maintenance Worker	$4,573	$5,032	$5,534	$6,087	
Administrative Support Specialist	$4,419	$4,863	$5,347	$5,884	
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~~ Principal Planner					~~$7,687~~ $8,456
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: 10.F
Date of Meeting: March 10, 2025
Department: Planning

STAFF REPORT

To: City Council

From: Ana Budnyk

Subject: **General Plan Annual Progress Report**

Prepared On: March 6, 2025

Attachments: City of Bishop General Plan Annual Progress Report 2024
City of Bishop Housing Element Tables 2024

Background/History:
The APR is a required annual report that tracks the City's progress in implementing its General Plan Goals, including Housing Element and meeting Regional Housing Needs Allocation (RHNA) goals. As mandated by Government Code Section 65400, the City must submit the APR by April 1st each year.

Purpose and Benefits:

- Ensures Compliance: Keeps the City in compliance with state housing laws and reporting obligations.
- Monitors Housing Progress: Documents permitted and completed housing units, evaluating the City's progress toward RHNA targets.
- Maintains Grant Eligibility: Required for eligibility in various state housing and infrastructure funding programs.
- Supports Housing Policy: Provides critical data to inform future planning and development strategies.

Analysis/Discussion:
Approving and submitting the APR ensures the City remains compliant with state regulations, maintains access to funding opportunities, and effectively tracks its housing goals. Staff will ensure timely submission in accordance with HCD requirements.

Economic Impacts:
n/a

Budget Impacts:
n/a

Legal Review:

n/a

Recommended Action:
Staff recommends that the City Council approve the Annual Progress Report (APR) and submit the report to the California Department of Housing and Community Development (HCD) in compliance with state requirements.

Approved By: Deston Dishion 3/6/25
Approved By:
Approved By:
Approved By:

CITY OF BISHOP

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General Plan 2024 Annual Progress Report

A Year in Review

Each year, the City of Bishop is required to prepare an annual progress report to the City Council, the Governor's Office of Planning and Research (OPR), and the State Housing and Community Development Department (HCD) (sec. 65400(b)) providing a summary of the City's progress towards implementing the General Plan in accordance with adopted goals, policies, and action items.

Over the past year, the City of Bishop has continued efforts towards the implementation of long-term community visions and goals, including implementation of the Downtown Specific Plan and Mixed-Use Overlay and Economic Development Elements goals, park improvements, kicking off the Land Use and Parking Study to identify land for housing development, and coordination with non-profit housing partners on applications for affordable housing funding, homelessness prevention, and safe emergency shelters.

The following report summarizes actions and projects completed during 2023 towards the implementation of the City of Bishop General Plan.

Background

The City of Bishop is the only incorporated city in Inyo County. Bishop has a geographic area of approximately two square miles and a current population of 3,879 (US Census). Bishop's City Council, Planning Commission, and Parks and Recreation Advisory Committee hold regular meetings encouraging implementation of the General Plan and its various elements (the Water and Sewer Commission was disbanded in 2020).

The City of Bishop is required by State law to have a legally adequate General Plan (Government Code sec. 65300 et seq), which primarily addresses the physical development of the City. As part of its General Plan, the City must include the following seven elements: 1) Land Use, 2) Circulation, 3) Housing, 4) Conservation, 5) Open Space, 6) Noise, 7) Safety (sec. 65301(c)). The City's General Plan also includes three optional elements: Economic Development, Public Services/Facilities, and Parks/Recreation.

Analysis

The City has a current 2021-2029 Housing Element. The City's Mobility Element Update was completed early in 2012, and the Land Use Element and Municipal Code are scheduled for review and updating over the next few years (depending on funding

availability). The City will also be working on a comprehensive General Plan update to meet legislative requirements as staffing and funding allow.

The following discussion summarizes the status and the implementation progress of individual Elements during the calendar year 2023.

Land Use Element

The Land Use Element establishes the framework to direct the physical development of the City and to form the organization of the City's environment. The Land Use Element establishes the function and form of the City because it is a composite statement of the goal, strategies, and actions of the other elements of the General Plan. It serves as the primary vehicle for ensuring the logical organization of residential, commercial, industrial, and public facilities and services. The Land Use Element also provides the public decision-makers and residents with a guide in understanding the long-range intentions in the City. The Land Use Element designates the location and extent of land categories such as housing, business, industry, public facilities, and open space. It includes the City's land use goals and policies, and a land use map designating land accordingly. The progress toward implementation of the Land Use Element includes the continued processing of development applications throughout the community.

During the 2024 calendar year, the City:

- Adopted the Resolution authorizing the Planning Department to submit a Prohousing Designation Program application to the California Department of Housing and Community Development (HCD), the application was reviewed by HCD and is currently waiting for the final vote approval.

- Approved the Memorandum of Understanding between the City of Bishop and the Friends of the Eastern Sierra Community Gardens for the administration of the California Urban Greening Grant aimed at enhancing infrastructure at the Bishop Community Garden.

- The City continues to partner with the Los Angeles Department of Water and Power (LADWP) to identify additional properties that could potentially be made available for purchase, consistent with goals to provide diverse and attractive housing stock.

- Permitted new housing units through "encouraging infill and redevelopment of existing private land."

- Implemented signage enforcement and facilitated Downtown Beautification to remove non-compliant signage based on the recently adopted Bishop Municipal Code Chapter 85 Entitled "Signage."

Economic Development

The purpose of the Economic Development Element is to identify the most impactful goals leveraging the strengths of Bishop to allow the existing business to flourish, attract and encourage investment in Bishop, and support a vibrant, sustainable economy. The vision of the Economic Development Element is: “To be a regional economic and commercial hub with a multitude of services for both residents and visitors. Bishop strives to be a diverse, well-rounded, welcoming, sustainable, vibrant community that collaboratively promotes its unique Eastern Sierra location and provides year-round business and outdoor recreation opportunities.” The five guiding goals of the Economic Development Element encompass generally: downtown revitalization, regional promotion of the Eastern Sierra, investment in existing and new businesses – including expansion and adoption of broadband capabilities, strengthening Bishop’s educational, healthcare, and retail sectors, and securing reliable, regional air service at the Bishop Airport.

During the 2024 calendar year, the City:

- Approved Strategic Plan for the Eastern Sierra Region, prepared by the Eastern Sierra Council of Governments (ESCOG).
- Updated the City-Wide Strategic Plan for 2024-2028.
- The Small Business Development Center was opened in downtown Bishop.

Mobility

The Mobility Element of the General Plan sets out the desired goals and strategies for enhancing mobility in and near the City. It is closely coordinated with the Land Use, Housing, Noise, and Public Facilities Elements of the General Plan in recognition of the interrelationships between them. The Mobility Element includes all travel modes, addressing mobility in the context of driving, cycling, walking, and accessibility to transit and air services. Along with the other elements of the General Plan, it focuses on the economic stability and vitality of the City, while providing for safe and efficient means of travel within the City and adjacent areas. The Mobility Element sets out the desired goals and strategies for enhancing mobility in and near the City. The improvement of existing facilities and the construction of new facilities can further the purpose of the Mobility Element.

During the 2024 calendar year, the City:

- Conducted 5 community meetings and designed the City-wide Active Transportation Plan (ATP), applied for cycle 7 ATP and have not received funding.
- Collaborated with Caltrans on their Bishop Pavements Project to improve the sidewalk landscaping and furniture on Main Street throughout the downtown core.
- Continued the final design for South Warren Street, Lagoon Street, and South Street improvements.

- Approved the concept design, completed environmental documents, and initiated design documentation for the East Line Bridge Project, which proposes replacing the existing 18.5-foot span, 30-foot-wide structure with a new bridge featuring a 30-foot span and 60-foot width on East Line Street at the Bishop Creek Canal.

Housing

The City's growth is constrained on all four sides: on the north, east, and south by properties owned by other public entities; and on the west by the Bishop Paiute Indian Reservation. Bishop has approximately four hundred acres of undeveloped land of varying zoning designations. However, the City is constrained in planning for their future use because these lands are owned by LADWP for the provision of water to the City of Los Angeles and are not available for development. Existing available residential vacant land within the City limits is minimal – in fact, there are only approximately 2.72 acres of private, residentially zone land in the City of Bishop.

In 2018, the City negotiated an agreement with the LADWP for the release of approximately three acres of land for affordable housing development. The property was transferred to a non-profit limited partnership in 2020 for the construction of approximately 70 affordable housing units. The City of Bishop is working with the non-profit developer to secure necessary grant and loan funding through the Affordable Housing and Sustainable Communities Grant to begin construction. Eastern Sierra.

- Collected parking data (January, April, July) for the City of Bishop Parking Demand and Land Use Study to identify sites to be released under the Surplus Land Act for affordable housing development.

- Rezoned a parcel to Mixed Use Downtown Overlay Zone to allow for higher residential density of 30-35 units.

- The City has been working with Eastern Sierra Community Housing (ESCH) on the rehabilitation of Valley Apartments, a 19-unit complex for extremely low-income seniors, funded through state programs. The project includes interior upgrades and essential improvements to enhance livability.

- The City is supporting Silver Peaks Affordable Housing and Sustainable Communities (AHSC) Cycle 6 application for affordable housing and active transportation improvements in the City of Bishop.

- Initiated Housing Needs Assessment Study and Housing Action Plan in partnership with Inyo County, Mono County, Mammoth Lakes, and Eastern Sierra Council of Governments.

- Table B (attached) provides a detailed summary of Bishop's progress in meeting regional housing needs for the 2021-2029 Housing Element planning period. The information in the table shows the number of residential units that have been built.

Table B

Income Level		RHNA Allocation by Income Level	Projection Period - 01/01/2019-04/29/2021	2021	2022	2023	2024	2025	2026	2027	2028	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	24	-									-	**24**
	Non-Deed Restricted		-										
Low	Deed Restricted	20	-									20	**-**
	Non-Deed Restricted		11	2	4		3						
Moderate	Deed Restricted	21	-									15	**6**
	Non-Deed Restricted		7		1	2	5						
Above Moderate		53	3	1	6		8					18	**35**
Total RHNA		**118**											
Total Units			**21**	**3**	**11**	**2**						**53**	**65**

Note: units serving extremely low-income households are included in the very low-income permitted units' totals. ADUs are counted towards low-income non-deed restricted units.

Conservation / Open Space

The Conservation and Open Space Element identifies significant natural and man-made resources that exist within the City and surrounding areas and provides policies and actions for the preservation and best utilization of those resources. Natural resources include mineral deposits, open space/scenic areas, prime agricultural land, and areas containing unique wildlife or vegetation. These natural resources are impacted by human activities, and the principal objective of the resource policies is to minimize impacts as the community grows.

During the 2024 calendar year, the City:

- Conducted ongoing CEQA environmental review and monitoring of development projects.
- The City of Bishop approved East Line Street Bridge Replacement Project's Mitigated Negative Declaration.
- Coordinated with regional partners including Inyo County Environmental Health, Lahontan Regional Water Quality Control Board, and the Great Basin Air Pollution Quality Control District.
- Regular monitoring of water quality at Bishop Wells 1, 2, and 4.
- Remained in compliance with AB 52 Tribal Consultation policies.

Noise

The Noise Element is intended to establish policies related to the control and abatement of environmental noise and to protect the citizens of Bishop from excessive exposure to noise. The Noise Element also serves as a guideline for compliance with the State's noise insulation standards. Major sources of noise in Bishop include streets and highways, the Bishop Airport, and noise emitted in conjunction with non-residential land uses. The progress toward implementation of this element includes ongoing control of excessive noise in accordance with the Bishop Municipal Code Sec 8.12 Noise Control.

Safety

The Safety Element identifies goals, objectives and policies for the protection and safety of the general public concerning air quality, seismic and geologic hazards, flooding, hazardous materials, wildland fires, crime, and emergency preparedness. The progress toward implementation of this Element includes ongoing review of development projects for conformance to the Safety Element.

During the 2024 calendar year the City's Fire Department:

- Responded to 367 total calls for service.

- Conducted and documented multiple primary fire safety inspections.
- The Pleasant Fire, which burned approximately 5 acres at the Pleasant Valley Campground
- BFD responded to several in-county mutual aid request fires such as: The Cartago Fire, The Quality Fire and The Horseshoe Fire
- OES Task Force for weather preposition
- Water Tender 14 sent to the Line Fire in Southern California for Single Resource
- Purchased new MSA SCBA's
- The volunteers hosted the fourth of July fireworks show, 9/11 stair climb, Fire Prevention Day and open house

During the 2024 calendar year the City's Police Department:

- Approved MOU Between the City of Bishop and Bishop Unified School District for School Resource Officer Services
- The City Council approved Ordinance Relating to Regulating Encampments and Sleeping on Public Property
- Processed 13,571 incidents.
- Made 274 arrests.
- Implemented technology upgrades consistent with the city's five-year strategic plan. To include a drone program and Axon Draft One.
- Hired two Lateral Officers to fill existing vacancies
- Hired a Communications operator to fill the existing vacancy.
- Worked with the Bishop School district to implement a School Resource Officer at a 50/50 cost share.
- Supported community events such as; Mule Days, Friday Night Markets, Fourth of July events, Labor Day parade, Christmas Parade, Shop with a Cop, and Operation Santa.
- Worked with Juvenile Probation on changes to the Juvenile Justice coalition.
- Amended the City smoking ordinance.

- Collaborated with Inyo County Behavioral Health Mobile Crisis unit and assigned a Police Sergeant as a Laison.
- Replaced two aging vehicles in the fleet.
- Upgraded our dispatch audio logger.
- Adopted NexGen 911, an initiative aimed at updating the 911 service infrastructure.
- Added less than lethal force options and training to Officers.
- Revised the organizational structure of the Department and created a Corporal position to aid in field supervision.

Public Services/Facilities

The purpose of the Public Facilities and Services Element is to set forth policies for the provision of services that are essential to assuring public health and safety. These services include domestic water supply, treatment, and distribution, wastewater collection, treatment, and disposal, building safety, fire protection, and police.

During the 2024 calendar year, the City's Public Works:

- Continued to serve as the Administrator for the Bishop Area Wastewater. Applied for Clean Water Fund State Revolving Funds for the planning and design of a new regional wastewater treatment plant.
- Kicked off the design of the West Line Street Water Main replacement from Home Street to Main Street.
- Completed a system-wide upgrade of the supervisory control and data acquisition (SCADA) system that manages the programmable logic controllers (PLCs) that run the water and wastewater system machinery and components.
- Applied for USDA Rural Development Disaster Funds to line sewer pipes that experience high levels of inflow and infiltration.

The Parks and Recreation Element

The Element identifies parks and recreational resources serving the City, suggests ways in which additional recreational needs can be satisfied, and guides the acquisition and development of future parks and recreation areas. Goals, policies, and actions contained in this element are intended to help the City prioritize expenditures on park facilities to achieve a system that best meets the recreational needs of the community.

During the 2024 calendar year, the City's Parks, and Recreation Department:

- Kicked off the Athletic Field 6 Enhancement Project Design. With guidance and collaboration with Public Works, a selection of a consultant Wood Rodgers to develop plans and documents.

- Collaborated with Caltrans and the Public Works Department on the design of landscaping and irrigation for the North Sierra Highway Project. This project will add enhancements, access, and efficiency for the maintenance of the downtown corridor. This project will be ongoing into 2025.

- Continued work with numerous community-based groups to ensure mutual success.

- Constructed 300 Sq Ft concrete path repair at City Hall Holland Park to address tripping hazards.

- Collaborated with Bishop Area Bike Organization to create and develop the City Park Mountain Bike Park. This project was facilitated by creating and managing a volunteer-based organization to design and construct a multi-phase Mountain Bike Park within the City Park. This project will be ongoing into 2025 and the location for the future Bike Park will be dependent on the Park Master Plan.

- The City of Bishop Parks and Recreation in collaboration with the Eastern Sierra Community Gardner's were successful in applying and receiving the California Urban Greening Grant. The California Urban Greening Grant will provide for the Community Garden Enhancement Project. This project will include irrigation installation, ADA concrete access, and a pergola shade structure. Project construction will begin in the fall of 2024. Construction plans and bid documents were developed and a contractor was selected. Construction is set to be performed in 2025.

- Worked with Eastern Sierra Tree Service, a City Selected Vendor to develop the annual Tree Safety Plan.

- Hosted a Public Workshop with participation for the Parks and Recreation to seek public input for the City Park Master Plan.

- Development of the field 3 lighting project. This project will provide for light curtain lighting on field 3 at the City Park. We have worked in coordination with Bishop Little League, LADWP, and Southern California Edison. In 2024 all poles, lights, and electrical conduits have been installed. In 2025 we will complete this project with wiring and control system. CEQA document has been filed.

Programs, Events, and Services:

Modifications, evaluations, and adaptations were made to programs based on community needs, staffing capacity, and space availability:

- The City Park Pool operated a regular schedule offering swim team, swim lessons, aquatic classes, dive-in-movies, and public swimming.

- The Bishop City was host to multiple youth organizations throughout the Eastern Sierra region. The City Park hosted both practices and games for Bishop Union High School Baseball, Softball, Soccer, Mammoth High School Baseball, Softball, Soccer, Bishop Little League, AYSO Soccer, Bishop Youth Football, and Eastern Sierra Girls Softball.

- The City of Bishop Civic Auditorium was host to the Girl Scouts, Youth Cheer, Mom's Club, Adult Exercise Classes, Gymnastics, Bishop High School Cheer, Kid's Night Out, Little League, and Girls Youth Softball.

- Adult Softball, Soccer, and new 2024 Volleyball programs were successful and provide adult programming for the greater Bishop community.

- Eight all-day summer camps and two half-day camps were offered, which filled open opening of registration. Camps included Aquatics, Sports, Art/Science, Skateboarding, Gymnastics, Adventure, Playhouse, Basketball, and Fly Fishing.

- The afterschool program was modified to allow for quality instruction, use of space, and programming. This program is full, with waiting lists.

- Gymnastics was reopened and participation levels have seen full registration and waiting lists. The Parks and Recreation Department has hired two new gymnastics instructors to fill the demand for this program. We are currently offering 24 classes this is expanded from 12.

- Outdoor Events conducted include a very successful Festival of Freights event in partnership with the Tri-County Fairgrounds and 4th of July in the park in partnership with Bishop Rural Fire District, DWP, Wanaha Casino, COSO Geothermal and Grocery Outlet. Other community events supported by the City of Bishop include High School Rodeo Finals, Mule Days, Labor Day Art in the Park, Street of Lights Christmas Parade, Hispanic Heritage Day, and Friday Night Markets.

- The Community Garden, operated by the Fiends of the Eastern Sierra Community Gardens, continues to maintain, and beautify the area on the southeast side of the park, as well as the study garden in Sunrise Mobile Home Park. These volunteers put in numerous hours cleaning out and replanting each garden area and carefully tracking each plant, vegetable, or fruit as part of their study requirements. These volunteer groups are a vital part of the community, donating time to help keep the grandeur and welcoming atmosphere of our parks and City. In partnership with the City of Bishop, Community Gardeners applied for grant funding for the expansion and enhancement of the Community Gardens.

- Sunrise Mobile Home Park continues to provide safe and affordable housing for our community's low-income Seniors. Staff continues to audit the park for safety issues and necessary maintenance as needed to ensure our tenants are comfortable and enjoy the surroundings of the park. The Sunrise Community Garden was successful in producing supplemental vegetables, this is done with cooperation from the Friends of the Eastern Sierra Community Gardeners. Informational assistance was provided to those who needed grocery delivery or other necessities needed. City Staff had constant communication with the tenants as their care and safety is one of our priorities.

Building Permits

- One hundred sixty-two rehabilitations of residential units occurred throughout the City of Bishop in 2023. These rehabilitations consisted of weatherization, insulated window replacement, energy-efficient water heaters, and space heating units, and electrical and plumbing repairs. These rehabilitations are not included as part of the RHNA, Table B since they were not identified in the City's Housing Element.

- Seven residential solar system installations and maintenance permits were approved.

- 16 new residential units received building permits.

- 7 residential units received certificates of occupancy.

Website

Municipal (Zoning) Code and General Plan information can be located at the City of Bishop website at www.cityofbishop.com. Active CEQA documents are available on the City's website. In addition, Planning Commission and City Council agendas and minutes are posted on the City's website. The City's website is under continuous development with regular additions.

CITY OF BISHOP GENERAL PLAN
ANNUAL PROGRESS REPORT

Hearings and Actions
January 2024 through December 2024

Date	Action
1/8/24	**Resolution – Approve a Proposed Resolution Relating to Revisions to Job Descriptions and Salary Increases –** The City Council approved the proposed resolution relating to revised job descriptions and salary increases by title only.
1/22/24	**Parks and Recreation Commission –** The City Council reappointed Patty Cummings to the Parks and Recreation Commission with a term ending on March 25, 2028.
2/12/24	**Mid-Year Budget Adjustments –** The City Council free form accepted the mid-year budget adjustments as presented in the mid-year budget reports.
2/26/24	**Resolution – Relating to Designating an Authorized Representative for a Financial Assistance Application with the State Water Resources Control Board –** The City Council approved a resolution relating to designating an authorized representative for a financial assistance application with the State Water Resources Control Board by title only. **City Fees and Charges for Fiscal Year 2024-2025 –** The City Council passed the fee structure with the comments Council made earlier. **Resolution – Authorizing Application to and Participation in the Prohousing Designation Program –** The City Council adopted the Resolution, by title only, authorizing the Planning Department to submit a Prohousing Designation Program application to the California Department of Housing and Community Development (HCD) and if the application is approved by HCD, to execute all documents deemed necessary or appropriate to participate in the Prohousing Designation Program.
3/11/24	**Parks and Recreation Commission –** The City Council approved and reappointed Cheryl Underhill to the Parks and Recreation Commission with a term ending on May 13, 2028. **Adoption of the Mitigated Negative Declaration for the East Line Street Bridge Replacement Project –** The City Council approved the

resolution to approve and adopt the Mitigated Negative Declaration for the East Line Street Bridge Replacement Project and authorized the Public Works Director to sign the Notice of Determination.

Resolution – City Fees and Charges Fiscal Year 2024-2025 – The City Council approved the resolution amending and restating certain fess and charges for city services.

4/8/24 **State Funded Water System Consolidation Projects: Brookside Estates Mutual Water Company and Sierra Highlands Community Services District –** The City Council approved the Letter of Intent to allow Sierra Highlands Community Services District to consolidate their water system.

Active Transportation Program Grant Funding Support Task Order with Eastern Sierra Engineering – The City Council approved and ratified the approved task order with Eastern Sierra Engineering for professional engineering services in support of the City's Cycle 7 Active Transportation Program grant in the not-to-exceed amount of $52,578.00 and approved an additional not-to-exceed 10% contingency amount of $5,257.80.

4/9/24 **Rezone Parcels 001-020-15-00, and 001-240-01-00 to Mixed Use Downtown Overlay Zone –** The Planning Commission approved the resolution and recommendation for City Council approval of an ordinance for a change of zoning designation for two parcels in substantially the form shown in Attachment 1, attached hereto and incorporated by reference herein.

Amend Chapter 17.46 MUO-DT Mixed Use Downtown Overlay Zone Section 17.46.120 Building Placement – The Planning Commission approved the resolution and recommendation to City Council to approve an ordinance of a change to Chapter 17.46 MUO-DT Mixed Use Downtown Overlay Zone, Section 17.46.120 Building Placement in substantially the form shown on Attachment 1, hereto and incorporated by reference herein.

4/22/24 **First Reading and Introduction of an Ordinance of The City Council of The City of Bishop, State Of California, to Rezone Certain Parcels to Mixed Use Downtown Overlay Zone (MUO-DT) and Tiering for Purposes of CEQA Review from the Downtown Specific Plan and Mixed Use Overlay Zone Environmental Impact Report –** The City Council approved the first reading and introduction of the proposed ordinance by title only.

First Reading and Introduction of an Ordinance of the City Council of the City of Bishop, State of California, to Amend Chapter 17.46. MUO-DT Mixed Use Downtown Overlay Zone, Section 17.46.120. Building Placement and Finding the Action Exempt From CEQA **–** The City Council approved the first reading and introduction of the proposed ordinance by title only.

5/28/24 **Request to Waive Pool Fees –** The City Council approved waiving pool fees for the City of Bishop Big Day in the Park on July 4, 2024.

6/10/24 **PUBLIC HEARING - First Reading and Introduction of an Ordinance Amending Title 8, Health and Safety, Chapter 8.32 Smoking, Section 8.32.020 (Definition) and Section 8.32.030 (Smoking Prohibition) –** The City Council approved the first reading, taking into account Council's comments, and approved the proposed ordinance by title only.

Approve an Ambulance Subcontractor Request for Proposals Process with AP Triton – The City Council approved the agreement with AP Triton to facilitate the Request for Proposals process to acquire a subcontractor to provide EMS services under the City of Bishop Fire Department in an amount not to exceed $58,501.00.

FY 2024-25 Budget Adoption – The City Council adopted the proposed City of Bishop FY 2024-25 Budget as presented.

6/24/24 **Annual League of California Cities/Cal Cities Conference - Attendance and Designation of Voting Delegate and Alternate(s) –** The City Council approved the appointment of Mayor Garcia to be the City's voting delegate; and the motion was expanded with a motion made by Councilmember Muchovej, seconded by Mayor Pro Tem Kong, to appoint Jim Ellis as the City's alternate voting delegate.

7/22/24 **Proposed Guidelines for the FY 2024-25 Grant in Support Program –** The City Council approved the attached Grant in Support Information Packet for Fiscal Year 2024-2025.

Axon Enterprise, Inc. Draft One Software Subscription – The City Council approved the Axon Enterprise, Inc. agreement as presented, not-to-exceed a total amount of $61,441.92 for the four-year agreement and approved the execution of the agreement by Police Chief Derr.

MOU Between the City of Bishop and Bishop Unified School District for School Resource Officer Services – The City Council approved the MOU (Memorandum of Understanding) for services with the School District.

Preliminary Engineering Report for 2022 Disaster Water Grant Application – The City Council approved the Public Works Director to sign a Task Order with Lumos and Associates for the preparation of a Preliminary Engineering Report for a grant application with USDA RD (United States Department of Agriculture Rural Development) in the not-to-exceed amount of $37,000 and a budget adjustment to the sewer fund as proposed.

Amendment to the City Administrator Employment Agreement – The City Council approved the amendment to the City Administrator Employment Agreement as presented.

7/30/24 **East Line Street Bridge Replacement Project – Crosswalks and Railings –** The Planning Commission approved Option 6 – Bridge Railing for both sides of the railing style and Option 3 – Mid-Bridge Crosswalk Curb Extension for the layout of the crosswalks as presented.

Variance Request for Monument Signage at 777 North Main Street, APN 001-02-00-100 – The Planning Commission approved the variance request for a monument signage at 777 North Main Street.

8/12/24 **Sewer Line Inspection System Replacement –** The City Council approved a purchase order with Haaker Equipment Company for a new sewer line inspection system at a total cost of $125,257.33 and authorized the Public Works Director to sign the purchase order.

Task Order Amendment for the West Line Water Main Replacement Project – The City Council approved the Public Works Director to sign an amendment to existing Task Order #1 with Wood Rogers for a revised scope as described for $47,000 and approved a budget adjustment to the Water Fund as proposed.

Task Order to Update City Standards and Details – The City Council approved the Public Works Director to sign a task order with Wood Rogers to update the City's standards and details for a not-to-exceed fee of $68,275 and approved a budget adjustment as proposed.

9/23/24 **Advantages and Disadvantages of the Bishop Paiute Tribe Joining the Bishop Area Wastewater Joint Powers Authority –** The City Council approved adding the Bishop Paiute Tribe as a signatory member of the Bishop Area Wastewater Joint Powers Authority.

Full Preliminary Engineering Report for 2022 Disaster Water Grant Application – The City Council approved the Public Works Director to sign a Task Order with Lumos and Associates for the preparation of a full Preliminary Engineering Report for a grant application with USDA RD (US

Department of Agriculture Rural Development) in the not-to-exceed amount of $70,000 and a budget adjustment to the sewer fund as proposed.

U.S. Department of Transportation Reconnecting Communities Pilot Program Letter of Support and Resolution – The City Council approved the City of Bishop's letter of support for a U.S. Department of Transportation Reconnecting Communities Grant Application and approved a resolution authorizing ESCOG JPA to submit an application for the U.S. Department of Transportation Reconnecting Communities Pilot Program.

10/28/24 **First Reading and Introduction of a Proposed Ordinance Relating to Regulating Encampments and Sleeping on Public Property –** The City Council approved the first reading and introduction of the proposed ordinance by title only.

First Reading and Introduction of a Proposed Ordinance Relating to Prohibiting Public Urination and Defecation – The City Council approved the first reading and introduction of the proposed ordinance by title only.

Award Construction Bid for the Community Garden Enhancement Project – The City Council approved awarding the Community Garden Enhancement Project contract with Clair Concrete Inc. in the amount of $88,324.00, authorized the execution of the construction contract with Clair Concrete Inc., and authorized the expenditure in a not-to-exceed of $88,324.00 including 10% contingency.

11/12/24 **2023-2024 Audited Financial Statements –** The City Council approved and accepted the City of Bishop's audited financial statements for fiscal year 2023-2024.

First Reading and Introduction of a Proposed Ordinance Amending Section 9.24-020 The City of Bishop Ordinances, Unlawful Acts in the Park, in order to Prohibit Fishing – The City Council approved the first reading and introduction of the proposed Ordinance amending Section 9.24-020, Unlawful Acts in the Park, in order to prohibit fishing by title only.

Second Reading and Adoption of a Proposed Ordinance Relating to Regulating Encampments and Sleeping on Public Property – The City Council approved the second reading and adoption of the proposed ordinance by title only.

Amendment 1 to the Agreement between the County of Inyo, the Bishop Paiute Tribe, and the City of Bishop for the Provision of

Emergency Medical Services Cost Sharing – The City Council approved Amendment 1 to the Emergency Medical Cost Sharing Agreement in an amount not-to-exceed $37,586 and authorized the City Administrator to sign.

11/25/24 **Recommended List of Grant in Support Awards –** The City Council awarded the grants in support as recommended by the Grant in Support Ad Hoc Committee in the amount of $127,766.00.

Task Order for the Field 6 Enhancement Project Design – The City Council approved the Public Works Director to sign a task order with Wood Rodgers to develop a conceptual plan and design for the Field 6 Enhancement Project for a not-to-exceed fee of $42,830.00.

12/9/24 **Resolution – Reciting the Fact of the General Municipal Election Held on November 2024 and Declaring the Result and Such Other Matters as Provided by Law –** The City Council approved Council consideration to adopt the proposed resolution as presented.

Call for Selection of Mayor and Mayor Pro Tem – The City Council elected Karen Kong for Mayor of the City of Bishop and Stephen Muchovej for Mayor Pro Tem of the City of Bishop.

Mayoral Committee and Agency Appointments – The City Council approved the requested modifications to the 2024 Council Committee and Agency Appointments to become effective immediately.

Please Start Here

General Information	
Jurisdiction Name	Bishop
Reporting Calendar Year	2024
Contact Information	
First Name	Anastasiia
Last Name	Budnyk
Title	Assistant Planner
Email	abudnyk@cityofbishop.com
Phone	7608738458
Mailing Address	
Street Address	377 West Line Street
City	Bishop
Zipcode	93514

Optional: Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated. If a project is no longer has any reportable activity, you may delete the project by selecting a cell in the row and typing ctrl + d.

Click here to download APR Instructions

Click here to add rows to a table. If you add too many rows, you may select a cell in the row you wish to remove and type ctrl + d.

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Jurisdiction	Bishop	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	04/30/2021 - 04/30/2029

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	3
Moderate	Deed Restricted	0
	Non-Deed Restricted	5
Above Moderate		8
Total Units		**16**

Note: Units serving extremely low-income households are included in the very low-income

Units by Structure Type	**Entitled**	**Permitted**	**Completed**
Single-family Attached	0	0	0
Single-family Detached	0	0	3
2 to 4 units per structure	5	5	0
5+ units per structure	8	8	0
Accessory Dwelling Unit	3	3	5
Mobile/Manufactured Home	0	0	0
Total	**16**	**16**	**8**

Infill Housing Developments and Infill Units Permitted	**# of Projects**	**Units**
Indicated as Infill	6	16
Not Indicated as Infill	0	0

Housing Applications Summary	
Total Housing Applications Submitted:	6
Number of Proposed Units in All Applications Received:	16
Total Housing Units Approved:	16
Total Housing Units Disapproved:	0

Use of SB 423 Streamlining Provisions - Applications

Number of SB 423 Streamlining Applications	0
Number of SB 423 Streamlining Applications Approved	0

Units Constructed - SB 423 Streamlining Permits			
Income	**Rental**	**Ownership**	**Total**
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	**0**	**0**	**0**

Streamlining Provisions Used - Permitted Units	**# of Projects**	**Units**
SB 9 (2021) - Duplex in SF Zone	1	1
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 423 (2023)	0	0

Ministerial and Discretionary Applications	**# of**	**Units**
Ministerial	6	16
Discretionary	0	0

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	0
Number of Units in Applications Submitted Requesting a Density Bonus	0
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

Housing Element Programs Implemented and Sites Rezoned	**Count**
Programs Implemented	12
Sites Rezoned to Accommodate the RHNA	1

Jurisdiction	Bishop	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	04/30/2021 - 04/30/2029

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes							Total Approved Units by Project	Total Disapproved Units by Project	Streamlining		Density Bo Applica
1					2	3	4	5							6	7	8	9	10
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Please select state streamlining provision/s the application was submitted pursuant to.	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?
Summary Row: Start Data Entry Below								0	0	0	3	0	13	0	16	16	0		
113-425-00	113-425-00	237 North Third Street	2023-024	2023-024	ADU	R	3/1/2023				1				1	1	0	NONE	No
810-102-00	810-102-00	829 Chamberlain Street	2023-158	2023-158	ADU	R	9/1/2023				1				1	1	0	NONE	No
119-325-00	119-325-00	458 Short Street	2023-175	2023-175	ADU	R	10/30/2023				1				1	1	0	NONE	No
001-182-09	001-182-09	162 East Line Street	2024-036	2024-036	5+	R	7/16/2024						8		8	8	0	NONE	No
001-182-19	001-182-19	144 South Main Street	2024-058	4/1/2024	2 to 4	R	4/1/2024				1		3		4	4	0	NONE	No
001-184-30	001-184-30	193 South Third Street	2024-081	2024-081	ADU	O	6/1/2024						1		1	1	0	NONE	No
001-049-19	001-049-19	619 Grove Street	2024-099	2024-099	ADU	R	9/5/2024				1				1	1	0	NONE	No
001-099-06	001-099-06	275 May Street	2024-119	2024-119	SFA	R	9/23/2024						1		1	1	0	NONE	No
001-097-06	001-097-06	212 East Pine Street	2024-156	2024-156	ADU	R	12/1/2024				1				1	1	0	NONE	No
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Jurisdiction	Bishop
Reporting Year	2024 (Jan 1 – Dec 31)
Planning Period	6th Cycle (prior cycle)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A2
Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement							Affordability by Household Incomes - Building Permits							Affordability by Household Incomes - Certificates of Occupancy								Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Form of Affordability or Deed Restriction	Demolished/Destroyed Units			Density Bonus				Notes
1					2	3	4						5	6						7	8	9	10							11	12	13	14	15	16	17	18	19	20			21	22	23	24	25	
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (SFD, 2-4, ADU, MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non-Deed Restricted	Low-Income Deed Restricted	Low-Income Non-Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non-Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements	Very Low-Income Deed Restricted	Very Low-Income Non-Deed Restricted	Low-Income Deed Restricted	Low-Income Non-Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non-Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units issued Building Permits	Very Low-Income Deed Restricted	Very Low-Income Non-Deed Restricted	Low-Income Deed Restricted	Low-Income Non-Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non-Deed Restricted	Above Moderate-income	Certificate of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness	How many of the units were Extremely Low Income?	Please select the state streamlining provision this project was APPROVED pursuant to. (may select multiple)	Infill Units? Y/N*	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity, enter 1000)	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished or Destroyed Units - Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase over Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Including Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Including Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)	Notes*
Summary Row: Enter Data Below							0	0	0	0	0	0	0		0	0	0	0	0	0	0	0		0	0	0	0	0	0	0	0												
000-171-04	001-171-04	101 Warrior Drive		2020-113/Reynolds	SFR	R						4		08/2020	4								7/15/2020	4								2/18/2021	4	0	NONE	Y			HCD affordability calculation		0							
001-180-09	001-180-09	235 Pearl Street		2020-073/Bennett	ADU	R				1				11/2020	1								11/2020	1								8/27/2021	1	0	NONE	Y			ADU		0							
001-042-21	001-042-21	191 Manzanita		Permit 2021-156	ADU	R				1				7/15/2021	1								7/15/2021	1								3/2021	1	0	NONE	Y			ADU		0							
008-110-14	008-110-14	788 North Main Street, Suite 3	Cottonwood Grove Affordable Project	2020-Cottonwood Grove	SFA	R						1		7/15/2021	1								7/15/2021	1								3/2021	1	0	NONE	Y			ADU		0							
001-040-06	001-040-06	485 Home Street		Permit 2020-139	ADU	R				1				8/6/2020	1								6/8/2020	1								4/2021	1	0	NONE	Y			ADU		0							
															0									0										0	NONE												
001-096-06	001-097-06	312 East Pine Street		Permit 2021-037	ADU	R				1				4/1/2021	1								4/1/2021	1								4/26/2022	1	0	NONE	Y			ADU		0							
008-096-03	008-096-03	361 Pine Street		Permit 2020-104	ADU	R				1				8/1/2020	1								8/1/2020	1								7/2022	1	0	NONE	Y			ADU		0							
008-096-02	008-096-02	361 Pine Street	Pine Place	Permit 2021-074	SFR	R							1	10/2021	1							1	7/15/2021	1							1	7/30/2022	1	0	NONE	Y			HCD affordability calculation		0							
001-170-03	001-110-02	911 Nevada Street	2 to 4	2020-073/Bennett	SFR	R				1			1	12/1/2021	2							1	1/15/2021	2							1	11/27/2022	2	0	NONE	Y			HCD affordability calculation		0							
008-096-04	008-096-04	381 Pine Place	Pine Place	Permit 2021-073	ADU	R				1				7/15/2021	1								7/15/2021	1								3/8/2023	1	0	NONE	Y			ADU		0							
001-214-05	001-214-05	214 Home Street	Pine Place	Permit 2021-072	SFR	R							1	7/15/2021	1							1	6/1/2021	1							1	6/15/2023	1	0	NONE	Y			HCD affordability calculation		0							
008-096-01	008-096-01	361 Pine Place	Pine Place	Permit 2022-001	SFR	R							1	12/2021	1							1	4/2/2024	1							1	4/30/2024	1	0	NONE	Y			GPTA affordability calculation		0							
008-096-05	008-096-05	361 Pine Place	Pine Place	Permit 2022-002	ADU	R							1	12/2021	1								4/2/2024	1								4/30/2024	1	0	NONE	Y			ADU		0							
008-096-04	008-096-04	214 Pine Place	Pine Place	Permit 2022-004	SFR	R							1	12/15/2021	1							1	12/15/2022	1							1	12/15/2023	1	0	NONE	Y					0							
008-096-03	008-096-03	361 Pine Place	Pine Place	Permit 2022-003	SFR	R							1	12/15/2021	1							1	12/15/2022	1							1	12/15/2023	1	0	NONE	Y					0							
001-167-14	001-167-14	783 Pine Creek Street		Permit 2022-006	ADU	R				1				12/15/2022	1								7/30/2022	1								3/2023	1	0	NONE	Y			ADU		0							
001-144-01	001-144-01	110 Hillside Drive		2023-154	ADU	R				1				11/27/2023	1								8/15/2024	1								8/2024	1	0	NONE	Y			ADU		0							
001-144-02	001-144-02	110 Hillside Drive		2023-155	ADU	R				1				11/27/2023	1								8/15/2024	1								8/2024	1	0	NONE	Y			ADU		0							
113-330-20	113-330-20	377 North Third Street	2023-032	2023-032	ADU	R				1				3/1/2023	1								3/1/2023	1								8/2023	1	0	NONE	Y			ADU		0							
002-150-05	002-150-05	388 Chiquito Street	2023-158	2023-158	ADU	R				1				8/1/2023	1								9/6/2024	1								9/2024	1	0	NONE	Y			ADU		0							
116-330-05	116-330-05	488 Pearl Street	2023-179	2023-179	ADU	R				1				10/30/2023	1								10/30/2024	1								9/2024	1	0	NONE	Y			ADU		0							
001-182-09	001-182-09	160 Swift Unit	9+	2024-036	9+	R							9	7/15/2024	9							4	1/15/2024	4							4			0	NONE	Y					0							
001-182-19	001-183-19	148 South Main Street	2024-038	8/1/2024	2 to 4	R		1			1			8/1/2024	2								4/1/2024	2										0	NONE	Y			see ADU		0							
001-160-08	001-160-10	163 South Warren Street	2024-081	2024-081	ADU	O				1				8/1/2024	1								8/1/2024	1										0	NONE	Y					0							
001-069-05	001-069-19	319 Grove Street	2024-099	2024-099	ADU	R		1						9/6/2024	1								9/6/2024	1										0	NONE	Y					0							
001-069-06	001-069-06	376 Mac Street	2024-178	2024-178	2 to 4	R							1	8/23/2024	1								8/23/2024	1								8/8/2025 (est.)	1	0	NONE	Y			HCD affordability calculation		0							
001-087-06	001-087-06	312 East Pine Street	2024-156	2024-156	ADU	R		1						12/1/2024	1								12/1/2024	1										0	NONE	Y			ADU		0							

Jurisdiction	Bishop	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	04/30/2021 - 04/30/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

		1	Projection Period	2									3	4
Income Level		**RHNA Allocation by Income Level**	**Projection Period - 01/01/2019-04/29/2021**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**Total Units to Date (all years)**	**Total Remaining RHNA by Income Level**
Very Low	Deed Restricted	24	-	-	-	-	-	-	-	-	-	-	-	**24**
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Low	Deed Restricted	20	-	-	-	-	-	-	-	-	-	-	20	**-**
	Non-Deed Restricted		11	2	4	-	3	-	-	-	-	-		
Moderate	Deed Restricted	21	-	-	-	-	-	-	-	-	-	-	15	**6**
	Non-Deed Restricted		7	-	1	2	5	-	-	-	-	-		
Above Moderate		53	3	1	6	-	8	-	-	-	-	-	18	**35**
Total RHNA		**118**												
Total Units			**21**	**3**	**11**	**2**	**16**	**-**	**-**	**-**	**-**	**-**	**53**	**65**

Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).

	5		2021	2022	2023	2024	2025	2026	2027	2028	2029	6	7
	Extremely low-Income Need											**Total Units to Date**	**Total Units Remaining**
Extremely Low-Income Units*	12		-	-	-	-	-	-	-	-	-	**-**	**12**

*Extremely low-income housing need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

VLI Deed Restricted
VLI Non Deed Restricted

Jurisdiction	Bishop	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	04/30/2021 - 04/30/2029

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table C

Sites Identified or Rezoned to Accommodate Shortfall Housing Need and No Net-Loss Law

Project Identifier				Date of Rezone	RHNA Shortfall by Household Income Category				Rezone Type	Sites Description							
1				2	3				4	5	6	7	8		9	10	11
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Date of Rezone	Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income	Rezone Type	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses
Summary Row: Start Data Entry Below							35								35		
001-020-15-00	711 N. Hammond	711 N. Hammond	001-020-15-00	9/4/2024			35		No Net Loss	0.7	Mixed Use Downtown Overlay	Mixed Use Downtown Overlay	17	50 units/acre	35	Non-Vacant	n/a

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Bishop	
Reporting Year	2024	(Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
City of Los Angeles Surplus Lands	**Developing a schedule for the transfer of Los Angeles Department of Water and Power (LADWP) parcelsand working with regional housing partners to identify potential funding sourcesand prepare housing development plans.**	**BY THE END OF DECEMBER 2024**	**ONGOING:** The City of Bishop facilitated the transfer of a three-acre property from the City of Los Angeles to Visionary Homebuilders for the proposed 72-unit Silver Peaks low-income housing development. Despite multiple funding attempts through the HCD Multifamily Housing Program, the project remains stalled without HCD assistance. This is the only non-Los Angeles-owned development opportunity in Bishop, emphasizing the need for HCD to prioritize funding in Bishop and the Eastern Sierra. The City has initiated discussions with Los Angeles for the divestiture of two adjacent residential parcels. However, LADWP's property release process is lengthy and independent of Bishop, and with Silver Peaks still vacant due to funding challenges, LADWP is not releasing additional sites. The City is supporting the developer in applying for AHSC funding to pursue 74 residential units at Silver Peaks.
Veterans Housing	**Identifying a suitable site and funding for theVeterans Housing project.**	**BY THE END OF DECEMBER 2024**	**COMPLETED/ONGOING:** In 2023, Inyo County assessed the need for low-income veterans housing but did not identify enough qualifying veterans. The City is collaborating with Eastern Sierra Community Housing (ESCH) to house one Inyo County veteran at the Innsbruck Lodge facility. Additionally, the City is working with ESCH on the rehabilitation of Valley Apartments, a 19-unit complex for extremely low-income seniors, funded through state programs. The project includes interior upgrades and essential improvements to enhance livability.

Finalize and Select Downtown Specific Plan (DTSP) Alternative	**Expand and strengthen opportunities for mixed use development and housing types by completing the Final DTSP CEQA and planning documents, and incentivizing higher density, affordable DTSP construction projects. Modify the DTSP to allow ADUs and Junior ADUs as a permitted use, with incentives, and in coordination with the public outreach efforts outlined in Goal 5, Action 5.3.**	**BY THE END OF DECEMBER 2023**	**COMPLETED/ONGOING:** The City Council certified Final Environmental Impact Report and adopted the Downtown Bishop Specific Plan and Mixed-Use Overlay in December 2022. The City of Bishop certified a programmatic EIR for the Downtown Specific Plan, including the adoption of the Mitigation Monitoring and Reporting Program, which will provide regulatory guidance for future projects throughout Bishop. in 2024 the City rezoned 2 additional parcels that were a pert of the Specific Plan to the Mixed Use Downtown Overlay Zone to allow for additional residential density.
Zoning Code Amendment	**Following DTSP approval, the City will amend the Municipal Code to reflect the new MU-Z designation and the standards associated with the approved intensity alternative.**	**BY THE END OF DECEMBER 2024**	**COMPLETED:** Leveraged Caltrans Sustainable Communities, SB 2, and Regional Early Action Planning grants for adoption of the Downtown Specific Plan and Mixed-Use Overlay and General Plan Amendment 2022-01 amending the City of Bishop General Plan to incorporate the Downtown Specific Plan boundary within the Land Use map of the Land Use Element. The Mixed-Use OVerlay was adopted by ordinance and incoporated into the zoming code on December 12, 2022.

Additional Zoning Code Revisions	**Updating the zoning code to remove constraints and establish compliance with various state requirements related to transitional and supportive housing, residential care facilities and more.** **Concurrently with Action 2.2 (Zoning Code Amendment to reflect DTSP approvals), the City shall conduct a thorough review of the Bishop Municipal Code. Residential standards and parking standards that unnecessarily limit housing supply will be modified or eliminated, and modifications shall be incorporated as needed to conform to current legislative requirements pertaining to housing including (a) definitions and requirements for Transitional and Supportive Housing (per SB 745, and SB 2), (b) provisions to maintain higher density zoning by requiring that any person who proposes to rezone a residential property to lesser density must concurrently upzone a second property (per SB 166), (c) elimination of the CUP requirement for small group homes (up to 6 persons) in the Mixed Use Overlay Zone, and (d) elimination of the CUP requirement for large group homes (7+) in the R-1 zone, (e) stipulation that Supportive Housing and Low Barrier Navigation Centers are permitted by-right in zones where multifamily and mixed uses are permitted, including nonresidential zones that permit multi-family housing, and any other legislative and local housing regulations in effect at the time of the Code amendment.**	**BY THE END OF DECEMBER 2024**	**COMPLETED:** a). The Municipal Code includes key provisions to support diverse housing needs: a.Section 17.08.117 – Transitional housing Transitional housing means a type of supportive housing used to facilitate the movement of homeless individuals and families to permanent housing. b.Section 17.08.116 – Supportive housing definitions Supportive housing means permanent rental housing linked to a range of support services designed to enable residents to maintain stable housing and lead fuller lives and typically linked to on-site or off-site services that support residents in maintaining the housing, improving their health and maximizing their ability to live independently and, when possible, to work within the community. c.Chapter 17.38 – ES (Emergency Shelter) Combining District b). The City's current Housing Element includes a residential site inventory that exceeds RHNA requirements if fully developed. The City is actively supporting developers, including rezoning one site (Site 1) to allow higher density of up to 35 units. c), d). CUP is not required for small or large group homes within Mixed Use Overlay Zone. **IN PROGRESS:** e). Supportive Housing is currently allowed by-right in The Emergency Shelter, combining district. The City is currently working on amending the Municipal Code to comply with State requirements for Supportive Housing and Low Barrier Navigation Centers.
Pursue Funding	**Pursuing funding for assisting in development of housing, including for ELI households**	**BY THE END OF DECEMBER 2023**	**COMPLETED/ONGOING:** The City is collaborating with Eastern Sierra Community Housing (ESCH) to house one Inyo County veteran at the Innsbruck Lodge facility. Additionally, the City is working with ESCH on the rehabilitation of Valley Apartments, a 19-unit complex for extremely low-income seniors, funded through state programs. The project includes interior upgrades and essential improvements to enhance livability.

Incentivize Accessory Dwelling Units (ADUs)	**The City will continue to encourage Bishop homeowners to construct ADUs/JADUs by right, as a way to increase housing availability. Continue to offer ADU incentives including reduced parking requirements, and seek funding to support creationof at least one free ADU floor plan and set of construction plans, with the goal of having the plans available at no cost (or at a low cost) to Bishop residents no later than December 2024.**	**BY THE END OF DECEMBER 2024**	**COMPLETED/ONGOING:** Ordinance adopted modifying Section 17.75.040 (Accessory Dwelling Units – Development Standards) of Chapter 17.75 (Accessory Dwelling Units and Junior Accessory Dwelling Units) of Title 17 (Zoning) of the Bishop Municipal Code with the wording change noted regarding maximum heights and setbacks to further reduce barriers to ADU construction. The city recognizes ADUs as a strategy to increase affordable housing development. Use PLHA funding to provide loans to low-to-moderate income homeowners for the development of ADUs and JADUs for long-term rental, with up to 20% of the loan forgivable if the homeowner can show that the ADU has been rented for at least 5 years to a tenant with income under 60% AMI. Program income will be returned to the loan fund, and costs for staff and overhead to implement the above-described programs. In 2024, Inyo County released preapproved ADU plans and single-family homes available at no cost to City of Bishop and Inyo County residents.
Fair Housing Outreach	**In concert with Action 2.5 (public education), expand outreach to ensure that residents are informed about the City's fair housing policies, fair housing assistance programs, fair housing rights and remedies, and the range of fair housing incentives available in Bishop. Use multiple outreach pathways (including public service announcements, printed materials, web materials, and media exposure) and provide translations to reflect diversity in the local population. Ensure that fair housing outreach efforts occur at least quarterly each year.**	**BY THE END OF DECEMBER 2023** **Annual Planning Progress Report**	**ONGOING:** The City has done extensive public outreach for the Specific Plan and Downtown Mixed Use Overlay, Prohousing Application. In 2025 the City will be conducting outreach for the PLHA Program, the Regional Housing Needs assessment, Affordable Housing, and Sustainable Communities application.
Funding to Reduce Exposure to Pollutants	**The City of Bishop will continue to pursue grant funding (including through the Clean Air Projects (CAP II) Program and other funding sources) to implement local and regional programs to reduce exposure of residents to environmental pollutants, including funding to replace lead paint in older Bishop residential areas.**	**BY THE END OF DECEMBER 2023**	**ONGOING**

Funds for Housing Development, Rehab and Conservation	**Establishing a revolving loan/grant fund for rehabilitation**	**BY THE END OF DECEMBER 2023**	**COMPLETED/ONGOING:** In partnership with Inyo County, received the award for Permanent Local Housing Allocation [PLHA] funds for the development, conservation and rehabilitation of housing facilities. Additionally, the City is working with ESCH on the rehabilitation of Valley Apartments, a 19-unit complex for extremely low-income seniors, funded through state programs. The project includes interior upgrades and essential improvements to enhance livability.
Monitor the Location of Housing Production	**Monitoring and reporting annually on the geographic distribution of new and rehabilitated housing units**	**BY THE END OF DECEMBER 2024**	**ONGOING:** Planning staff annually monitors new and rehabilitated housing units to determine the geographic distribution of units, especially lower income units, by TCAC area. Staff shall annually report to the Commission on these housing production metrics.
Continue to Support Silver Peaks	**Supporting the 72-unit affordable housing development by providing technical assistance, streamlined review, and waived fees where feasible**	**PRIOR TO ADOPTION OF NEXT HOUSING ELEMENT UPDATE (2029)**	**ONGOING:** The City of Bishop facilitated the transfer of an approximately three-acre property from the City of Los Angeles to a non-profit housing developer (Visionary Homebuilders) for a proposed 72-unit low-income housing development known as Silver Peaks. Visionary Homebuilders submitted a third application under the Housing and Community Development Multifamily Housing Program Super Notice of Funding Availability. The application was not awarded, and this project will not move forward with absent funding assistance from HCD. This property represents the only property in Bishop not owned by the City of Los Angeles for an affordable housing development opportunity. HCD needs to prioritize assistance and award of multi-family housing funding applications in Bishop and the Eastern Sierra. The developer is currently applying for ASHC funds with the City's input. The City is partnering with the developer to submit Cycle 9 AHSC application.

CITY OF BISHOP

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

Small Town with a Big Backyard!

Building Permit Fees Received: $5,141.58

Department of Public Works
Building Permits Issued

2/2025

Date	Owner/Location/Contractor	Short Description	Value	SMIP	Rev Fund
Commercial					
2/25/2025	County of Inyo 210 Academy Avenue	Anchor Book Shelves	$6,500.00	$1.82	$1.00
2/25/2025	County of Inyo 210 Academy Avenue	HVAC	$41,090.00	$11.51	$2.00
2/25/2025	City of Los Angeles DWP 682 Spruce Street	HVAC	$14,000.00	$3.92	$1.00
2/7/2025	Gordon Davis 115 West Line Street Jarvis Construction	Wall and Door Repair	$1,000.00	$0.50	$1.00
2/5/2025	DBS NV LLC 314 West Line Street, Suite J ARC Home Improvement	Demolition	$3,500.00	$0.98	$1.00
2/1/2025	Larry & Holly Mullanix 237 North Main Street Robert's Drywall	Exterior Building Wall Updating	$24,000.00	$0.84	$1.00
		Commercial Totals	**$90,090.00**	**$19.57**	**$7.00**
Residential					
2/25/2025	760 W Pine LLC 760F West Pine Street Bishop Heating and Air, Inc.	HVAC Unit	$12,170.99	$1.30	$1.00
2/24/2025	Chris Taylor 586 West Line Street Eastern Sierra Propane	Propane Tank	$100.00	$0.50	$1.00

Date	Owner/Location/Contractor	Short Description	Value	SMIP	Rev Fund
2/24/2025	Lisa Bedient 692 Grove Street J.T. Hatter Electric	Electrical Panel Upgrade	$6,500.00	$0.72	$1.00
2/24/2025	Daniels Trust 161 Moffett Drive Freeman Roofing, Inc.	Reroof	$30,000.00	$1.30	$1.00
2/19/2025	Michelle Kelley 669 Maple Avenue Titus Construction	Home Improvements	$70,000.00	$1.30	$1.00
2/19/2025	Charlie Massieon 212 First Street Lopez Roofing	Reroof	$11,200.00	$1.30	$1.00
2/10/2025	Daniels Trust 162 Moffett Drive Freeman Roofing, Inc.	Reroof	$37,350.00	$1.30	$1.00
2/5/2025	Lynne Ralston 387 May Street High Country Lumber	Pellet Stove	$3,731.10	$1.30	$1.00
2/1/2025	Parris Construction, Inc. 763 Pivot Place Highpoint Solar	Solar	$12,000.00	$1.56	$1.00
		Residential Totals	**$183,052.09**	**$10.58**	**$9.00**

Agenda Item: 11.A
Date of Meeting: March 10, 2025
Department: Community Services

STAFF REPORT

To:	City Council
From:	Dan McElroy
Subject:	**Award Construction Bid for the Bishop Park Pool Resurfacing Project**
Prepared On:	March 4, 2025
Attachments:	Bishop Park Pool Resurfacing Project Pool Resurfacing Addendum1 Addendum 1 Bid Items Sheet

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Background/History:
The Bishop Park Pool Resurfacing Project was selected as a priority project for the 2024-2025 budget of the Community Services Department with an estimated cost of $300,000 and advertised for 30 days. The last resurfacing of the Large Pool and Wading Pool was completed in 2007 and has outlived its useful lifespan. A job-walk was conducted on February 14th, 2025, at 10 am, and upon inspection of the Wading Pool it was discovered that there is a crack in the Skimmer Assembly and the Coping Tile was in need of replacement. An Addendum to the contract was issued on February 18th, 2025, to address these findings. The rehabilitation of the Large Pool and Wading Pool will address repairs to the Wading Pool including 2 skimmer assemblies, tile replacement and the resurfacing both pools.

Analysis/Discussion:
The City of Bishop Community Services Department has developed construction bid documents for the Bishop Park Pool Resurfacing Project with an estimated cost of $300,000. A solicitation for sealed bids was conducted for 30 days, with the bid opening February 25th, 2025, at 2 pm. The Community Services Department received three sealed bids from: California Waters Development, Inc. dba California Waters, Earl Adams Tile and Plastering, Inc. dba Adams Pool Solutions, and Dave Gross Enterprises, Inc. dba Adams Pool Specialties. The bid analysis was conducted and found that California Waters Development, Inc. dba California Waters in the amount of $369,650.00 and Earl Adams Tile and Plastering, Inc. dba Adams Pool Solutions in the amount of $272,097.00 however, these bids did not include the Addendum No1. in the packet and making these bid submittals invalid. The bid received from Dave Gross Enterprises, Inc. dba Adams Pool Specialties in the amount of $298,921 was deemed acceptable.

Economic Impacts:
This item was accounted for in the 2024-2025 Pool budget account 001-037-56027 Capital

Improvement in the amount of $300,000.

Recommended Action:
Council consideration to:

- Award the Bishop Park Pool Resurfacing Project to Dave Gross Enterprises Inc. dba Adams Pool Specialties in the amount of $298.921.00
- Authorize the construction contract with Dave Gross Enterprises Inc. dba Adams Pool Specialties
- Authorize the expenditure in a not-to-exceed amount of $298,921.00 including 10% contingency.

Approved By: Ethan Aukee 3/4/2025
Approved By: Robin Picken 3/4/2025
Approved By: Deston Dishion 3/4/25
Approved By:

City of Bishop, California

Bidding Information

and

Contract Documents

for

City of Bishop Park Pool Resurfacing Project

in the

City of Bishop, County of Inyo, California

01-23-2025

Approved:
Daniel McElroy
Department of Community Services

Notice To Bidders

Sealed proposals will be received at the City of Bishop Community Services office, City Hall, 377 West Line Street, Bishop, California, 93514 until (2 :00 pm) in the afternoon on February 25, 2025 for furnishing all labor, materials, tools, implements and machinery to do and complete all work in a manner satisfactory to the City Representative, for the following project:

City of Bishop Park Pool Resurfacing Project

Together with such other incidental items as are necessary to complete the work in the manner and time prescribed and in strict conformity with the contract documents.

At 2:00 pm in the afternoon on the above date, said proposals will be publicly opened and read aloud.

All proposals shall be made using the forms furnished by the City and shall be enclosed and sealed in an envelope which is addressed to the Community Services, Bishop, California, and is clearly labeled:

City of Bishop Park Pool Resurfacing Project

Bid books including plans, specifications, bid forms to be used for bidding on this project and other contract documents can be obtained at the City of Bishop, City Hall, 377 West Line Street, Bishop, California, 93514, 760-873-5863 ext. 135 or by email to: recreation@cityofbishop.ca.gov. Only bids referencing all addendums issued for the project shall be considered. To receive addendums and other information issued on the project during the advertisement period, provide your contact information to the Bishop Community Services in City Hall at the above addresses and number at least two working days prior to bid opening.

This project is located in the front of the City Park at the Bishop Park Pool. The Bishop Park Pool Resurfacing Project will provide for the removal and replacement of Plaster and Drain Covers for both the Large Pool and Wading Pool. This project will include the replacement of Skimmer Basket Assembly, removal and replacement of concrete deck, Tile replacement, and crack repair located at the Wading Pool,

The project includes furnishing of all labor, implements, tools, machinery, materials and all other work required to complete the project.

Bidders may attend a pre-bid review of the project site at 700 N. Main St, Bishop Ca, with project staff at ten o'clock (10:00) in the morning on February 14, 2025. To participate in this review, be at the project site at this date and time.

The estimated range for the construction cost of this phase of the project is from $250,000 and $300,000.

This project is City of Bishop funded, contracting preferences do apply to this project.

Technical questions should be directed to the Community Services Manager, City of Bishop, 377 West Line Street, Bishop, California, 93514, 760-873-5863 ext. 135, recreation@cityofbishop.ca.gov.

The successful bidder shall furnish all items required in the contract documents.

All proposals shall include prices for all items of work for all construction options contained in the contract documents. The City intends to award the contract to the bidder with the lowest responsive bid for the most extensive construction option the City is able to fund from the allotment available for this project. Responsive bid proposals shall include:

1. Completed Bid Form
2. Bid Bond or other security
3. Performance Bond
4. Payment Bond
5. Completed Non-collusion Declaration form
6. Completed Contractor's Certificate Regarding Worker's Compensation form
7. Completed Proposed Equipment and Material Manufacturers form
8. Completed Proposed Subcontractors form
9. Completed Contractor Licenses form

The City of Bishop hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at City of Bishop and available from the California Department of Industrial Relations' Internet web site at: http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

The Contractor shall procure all required permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

The City Council of the City of Bishop, California, reserves the right to reject any and all proposals and to waive any formalities in the proposal.

Bid Form

Proposal to City of Bishop for the construction of

City of Bishop Park Pool Resurfacing

Bidder Information:

Name: _____

Address: _____

_____

Phone: _____

Email: _____

To the Bishop City Council:
Pursuant to and in compliance with your Notice to Bidders inviting sealed proposals (bids) and the other documents relating thereto, the undersigned bidder, being fully familiar with the terms of the contract documents, local conditions affecting the performance of the contract, the character, quality, quantities, and scope of work, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the contract, including all of its component parts and everything required to be performed, and to furnish any and all of the labor, material, tools, equipment, transportation, services, permits, utilities, and all other items necessary to perform the contract and complete in a workman like manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other contract documents, including any future Addenda _____, _____, _____, and _____, for the prices hereinafter set forth.

The bidder, under penalty of perjury, certifies that, except as noted on an attached page, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager: Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; Does not have a proposed debarment pending; and Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years. If there are any exceptions to this certification, insert the exceptions on an attached page.

The undersigned as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein and that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the contract documents and that he will accept in full payment thereof the unit prices on the following page.

Base Bid Items

Item	Quantity	Unit	Description	Unit Price	Total Item Price
1	1	LS	Skimmer Assembly installation including concrete slab		
2	1	LS	Wading Pool Resurfacing/Crack Repair, Tile replacement and Drain Covers, includes all incidental items		
3	1	LS	Large Pool Resurfacing, Tile replacement and Drain Covers, includes all incidental items		

				Total Bid	

Total Bid, including options:

CY is cubic yard; EA is each; LF is linear foot; LS is lump sum; SF is square foot

In the event the total amount for an individual bid item does not agree with the product of the estimated quantity and unit price bid for that item, the unit price stated for the individual item shall govern and the incorrect total amount for that item shall be corrected. In the event the Total Bid does not agree with the sum of the total amounts bid for the respective bid items, the total amounts for the respective bid items shall govern and the incorrect Total Bid shall be corrected.

Unit prices for all items, extensions and total amount of bid must be shown. The proposal submitted shall be in effect for 30 days after the opening of bids.

Accompanying this proposal is a deposit in the form of a _____(Insert words "certified check", "cashier's check", "bid bond", "cash", or appropriate description of substitute security, as the case may be) in the amount of $_____ which amount is not less than 10% of the total bid, payable to the CITY OF BISHOP.

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the contract documents or fails to furnish the required payment and performance bonds, or substitute, and insurance certificates and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City's reasonable attorneys' fees, incurred with or without suit.

The names of all persons interested in the foregoing proposals as principals are as follows. If bidder is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a general partnership, state true name of firm, also names of all individual partners composing firm; if a limited partnership, the names of all general partners and limited partners; if an individual, state first and last names in full; if the bidder is a joint venture, state the complete name of each party.

_____

_____

_____

_____

Authorized Bidder Representative:

Name (typed or printed): _____ (SEAL)

By: _____
(Individual's signature – attach evidence of authority to sign)

Title: _____

Bid Bond

(10% of Total Bid Amount)

We, _____as Principal,

and _____as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth herein to the

City of Bishop, California

(herein called City) for payment of the penal sum of _____
_____
_____ Dollars ($_____), lawful money of the United States. Principal has submitted the accompanying bid for the construction of

City of Bishop Park Pool Resurfacing

If the Principal is awarded the contract and enters into a written contract, in the form prescribed by the City, at the price designated by his bid, and files two bonds with the City, or substitute security in lieu thereof, one to guarantee payment for labor and materials and the other to guarantee faithful performance, in the time and manner specified by the City, and carries all insurance in type and amount which conforms to the contract documents, and furnishes required certificates and endorsements thereof, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Forfeiture of this bond, or any deposit made in lieu thereof, shall not preclude the City from seeking all other remedies provided by law to cover losses sustained as a result of the Principal's failure to do any of the foregoing.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorney's fees incurred with or without suit.

Executed on _____

_____
PRINCIPAL

(Seal of Corporation) By _____

Title _____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____(Name and address of Surety)

_____

_____

_____

_____

_____(Name and address of Surety's agent for service of process in California, if different from above)

_____

_____

_____ (Telephone number of Surety's agent in California)

(Attach Acknowledgement)

_____
SURETY

By_____
(Attorney-in-Fact)

Non-collusion Declaration

The undersigned declares:

I am the _____

_____,

Of the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

Date _____ at

City, State _____

Signature _____

Printed Name _____

Contractor's Certificate Regarding Worker's Compensation

Description of Contract: City of Bishop **City of Bishop Park Pool Resurfacing**

Labor Code Section 3700 Provides (in part):

> "Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> A. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
>
> B. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this contract.

Dated: _____ _____
(Contractor)

By _____

_____
(Official Title)

Proposed Equipment And Material Manufacturers

Awarding of a contract will not imply approval by the City of the manufacturers or suppliers proposed by the Contractor. The proposed equipment and materials to be incorporated in the work, their manufacturers, and suppliers are:

Proposed Subcontractors

As required by Section 4100-4107 of the Public Contract Code, the Contractor shall list the subcontractors proposed for this project. No substitution will be permitted after award of contract except upon written approval of the City. The proposed subcontractors on this project are listed below. If small business subcontracting preference is claimed, provide percentage of total bid for each small business subcontractor.

Work	% of Bid	Name	License	PWCR	Location

Contractor Licenses

The Contractor's license classifications required for this project are as follows:

Class C-53 – Pool Contractor

These classifications are provided for information purposes only. The Engineer does not warrant that all classifications required for the project are listed.

It is the City's intent that "plans," as used in Public Contract Code Section 3300, is defined as the construction contract documents, which include both drawings and specifications.

The contractor hereby confirms that it has all licenses and permits required by federal, state, and local statutes, regulations, and ordinances. The following are the Contractor's applicable license numbers:

Contractor's License and PWCR Numbers	License Expiration Date
_____	_____
_____	_____
_____	_____
_____	_____

I state under penalty of perjury that all information submitted by me and included in this contract is true and correct.

Signature of Bidder: _____

Dated: _____

Agreement

THIS AGREEMENT, made and entered into by and between the

City of Bishop, California

hereinafter referred to as "CITY" and

_____

a corporation under the laws of the state of _____;

hereinafter referred to as "CONTRACTOR". CITY and CONTRACTOR agree as follows:

SCOPE OF WORK: Contractor shall furnish all materials and shall perform all of the work for the construction of the City of Bishop Park Pool Resurfacing Project;

1. in accordance with this agreement and the other contract documents.

2. TIME FOR COMPLETION: The work shall be completed within the times set forth in the contract documents. Time is of the essence and forfeiture due to delay will be assessed as provided for in the contract documents.

3. CONTRACT SUM: CITY will pay CONTRACTOR as described in the Contractor bid and the rest of the contract documents.

4. PAYMENTS: Payment will be made in accordance with the contract documents. The filing of the notice of completion by CITY shall be preceded by acceptance of the work made only by an action of the City Council.

5. COMPLIANCE WITH PUBLIC CONTRACTS LAW: CITY is a public agency in the State of California and is subject to the provisions of law relating to public contracts. It is agreed that all provisions of law applicable to public contracts are a part of this contract to the same extent as though set forth herein and will be complied with by CONTRACTOR.

6. CONTRACT DOCUMENTS: The complete contract includes all of these documents:

   - Notice to Bidders
   - Bid Form
   - Agreement
   - Performance Bond
   - Payment Bond
   - Worker's Compensation Certificate

- Special Provisions
- Other referenced documents

This Agreement is executed by the CITY pursuant to an action of its Governing Body in session on _____, authorizing the same, and CONTRACTOR has caused this Agreement to be duly executed.

Dated:

_____By_____
City Administrator

Dated:

_____By_____
(Contractor)

Title: _____

APPROVED AS TO FORM:

_____
City Attorney

Performance Bond
(100% of the Agreement Amount)

We, _____as Principal,

and _____as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth herein to the

City of Bishop

(herein called City) for payment of the penal sum of _____ _____ Dollars ($_____), lawful money of the United States. City has awarded Principal a contract for the construction of

City of Bishop Park Pool Resurfacing Project

The condition of this obligation is such that if the Principal shall in all things abide by and well and truly keep and perform the covenants, and agreements in the said contract, and any alteration thereof made as therein provided, on his part to be kept and performed at the item and in the manner therein specified, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall indemnify and save harmless the City, the Engineer/Architect, the City's Representative, and their consultants, and each of their directors, officers, employees, and agents, as therein stipulated, this obligation shall become null and void, otherwise, it shall be and remain in full force and effect.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the work to be performed thereunder, or the plans and specifications shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should Owner become a party to an action on this bond, that each shall pay Owner's reasonable attorney's fees incurred therein in addition to the sum above set forth.

Executed in two original counterparts on _____, 20____

_____
PRINCIPAL

(Seal of Corporation) By _____

Title _____

Any claims under this bond may be addressed to:

_____ (Name and address of Surety)

_____

_____

_____

_____

_____ (Name and address of Surety's agent for service of process in California, if different from above)

_____

_____

_____ (Telephone number of Surety's agent in California)

(Attach Acknowledgement)

_____
SURETY

By_____
(Attorney-in-Fact)

APPROVED:

_____
(Attorney for CITY)

Payment Bond

(100% of the Agreement Amount)

We, _____as Principal,

and _____as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth herein to the

City of Bishop

(herein called City) for payment of the penal sum of _____ _____ _____ Dollars ($_____), lawful money of the United States. City has awarded Principal a contract for the construction of

City of Bishop Park Pool Resurfacing Project

If Principal or any of his subcontractors fails to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract or during the one-year guarantee period, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax board from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety will pay the same in an amount not exceeding the sum specified above, and also will pay, in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court.

This bond shall insure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the work to be performed there under, or the plans and specifications shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorney's fees incurred with or without suit, in addition to above sum.

Executed in two original counterparts on _____, 20____

_____
PRINCIPAL

(Seal of Corporation) By _____

Title _____

Any claims under this bond may be addressed to:

_____ (Name and address of Surety)

_____

_____

_____

_____

_____ (Name and address of Surety's agent for service of process in California, if different from above)

_____

_____

_____ (Telephone number of Surety's agent in California)

(Attach Acknowledgement)

_____
SURETY

By_____
(Attorney-in-Fact)

APPROVED:

_____
(Attorney for CITY)

A. GENERAL PROVISIONS

1. GENERAL

Unless otherwise stated, the work embraced herein shall be done in accordance with the 2015 Standard Specifications and the Standard Plans of the State of California, Department of Transportation insofar as the same may apply and in accordance with these Special Provisions. Copies of the Standard Plans and the Standard Specifications may be obtained from the Department of Transportation. In addition the City of Bishop Specifications for Domestic Water and Sanitary Sewer System (1991) shall also apply. Copies may be obtained from the City of Bishop Public Works Department.

When approved by the Engineer, forms, documents, and standards equivalent to those specified may be used.

In the event of conflict between these Special Provisions, the project plans, and other standards specifications and plans, the order of precedence shall be as follows:

1. Special Provisions
2. Project Plans
3. City of Bishop Standard Details for Public Works Construction
4. Caltrans Standard Specifications
5. City of Bishop Specifications for Domestic Water and Sanitary Sewer System

2. GLOSSARY

All definitions and terms in Section 1-1.07B, Glossary, of the Standard Specifications shall apply, except whenever the following terms are used the intent and meaning shall be as follows.

Bid Item List: The bid form corrected for math errors.
Contract: Executed agreement between the City and Contractor.
Contract Documents: The documents which make up the Contract, including any and all documents incorporated therein; also, any and all written agreements between the City and Contractor which amend or change the Contract. Referred to as the Bid Book in the Standard Specifications.
City: The City of Bishop, State of California, working through its Community Services Department.
Department: The Community Services Department of the City of Bishop.
Manager: The Community Services Manager of the City of Bishop.
Department of Transportation: The Public Works Department of the City of Bishop, except when Department of Transportation publications are cited, such citations are to remain as written and refer to the State of California, Department of Transportation, also known as Caltrans.
Engineer: The City Representative of the City of Bishop, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

Laboratory: The Laboratory of the Public Works Department or other laboratories authorized by the Public Works Department of the City of Bishop to test materials and work involved in the Contract.
Office Engineer: The City Representative of the City of Bishop, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.
Owner: The City.
State or State of California: The City except when State publications or standards are cited, such cites are to remain as written and refer to the State of California.

3. CHANGES TO STANDARD SPECIFICATIONS

The following sections are deleted from the Standard Specifications:
2-1.02, Bid Ineligibility
2-1.06, Bid Documents
2-1.18, Small Business and Non-Small Business Subcontractor Preferences
2-1.27, California Companies
2-1.33D, Opt Out of Payment Adjustments for Price Index Fluctuations
3-1.08, Small Business Participation Report
3-1.11, Payee Data Record,

Delete the numbered list in Section 3-1.18, Contract Execution

Deleted the second and third paragraphs of Section 2-1.33A, Bid Document Completion - General.

Modify Section 5-1.23, Submittals, to identify each sheet by the project name.

Delete the column "Umbrella or excess liability" from Liability Limits table of Section 7-1.06D(2), Liability Limits / Additional Insureds.

4. PROPOSAL REQUIREMENTS

The bidder's attention is directed to the provisions in Section 2, Bidding, of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation and the submission of the bid. Subcontracting request forms are not required, but each proposal shall list the portion of work done by each subcontractor. A sheet for listing the subcontractors is included in the Proposal.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

5. BONDS

The Contractor, simultaneously with the execution of the contract, shall furnish a payment bond in an amount equal to 100 percent of the contract amount, or equivalent cash or security in lieu of bonds pursuant to Section 995.710 of the Code of Civil Procedures. Bonds shall be furnished by surety companies satisfactory to the City on the forms furnished as part of the contract documents. Surety companies, to be acceptable to the City, must be authorized to do business and have an agent for service of process in California.

6. SCOPE OF WORK

The scope of the work shall consist of the work described in the contract documents for the **City of Bishop Park Pool Resurfacing Project** and as provided in the improvement plans.

7. CONSTRUCTION STAKES

The City shall be responsible for all layout of improvements.

8. SUBMITTALS

In addition to submittals required in the Standard Specifications and elsewhere in these Special Provisions, the Contractor shall submit the following information to the City, seven (7) working days prior to beginning work for review and approval.

a) A schedule of work conforming to Section 8-1.02B, Level 1 Critical Path Model Schedule, of the Standard Specifications.
b) A health and safety plan.

Each submittal shall include a cover sheet clearly describing the purpose of the submittal and containing a statement that the contractor each page of submittals shall include a statement the contractor has examined and verified all field dimensions and measurements, field construction criteria, materials, and similar data, and they meet the requirements for the project. Submittals shall provide sufficient information to determine that the item is in compliance with the requirements.

9. PERMITS AND LICENSES

The following permits and licenses are known to be required for the work:

a) City of Bishop Business License
b) California Contractors License Classification C-53
c) Building permit through City of Bishop Building Department
d) Permit from Inyo County Environmental Health inclusive of cut-sheets for White Plaster/ Marcite and Drain Covers for both Pools

10. TIME OF COMPLETION

The Contractor shall have 45 working days to complete the work.

11. LIQUIDATED DAMAGES

Liquidated damages shall be $500 per day.

12. MEASUREMENT AND PAYMENT

All work will be measured and paid for as shown on the bid form and the contract documents.

Item quantities shall be measured by planned, actual, or lump sum in accordance with these special provisions. Item quantities to be measured for payment by planned quantities shall be based on theoretical or calculated quantities of completed work based on the plans. Item quantities to be measured for payment by actual quantities shall be determined by measurement of completed work.

The price paid for bid items shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in completing those items of work complete in place in accordance with the contract documents.

When the contract does not include a contract pay item for work required by the contract, full compensation for that work is included in the prices paid for the contract pay items included in the contract.

The Contractor with assistance from the City shall, on or before the tenth day of each calendar month after construction work is started, cause an estimate in writing to be made of the value of the work completed.

A request for payment shall be submitted by the Contractor each month and upon completion of all work for approval and payment by the City.

The City shall retain 10 percent of the estimated value of the work done and 10 percent of the value of materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of the contract by the Contractor, except that at any time after 20 percent of the work has been completed, if the Engineer finds that satisfactory progress is being made, the City may reduce the total amount being retained from payment pursuant to the above requirements to 5 percent of the estimated value of the work and materials and may also reduce the amount retained from any of the remaining partial payments to 5 percent of the estimated value of the work and materials. In addition, on any partial payment made after 95 percent of the work has been completed, the Department may reduce the amount withheld from payment pursuant to the requirements of this section to such lesser amount as the Department determines is adequate security for the fulfillment of the balance of the work and other requirements of the contract, but in no event will that amount be reduced to less than 125 percent of the estimated value of the work yet to be completed as determined by the Engineer.

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code concerning prompt payment to subcontractors.

13. RESOLUTION OF CLAIMS

All public works claims between the Contractor and City relating to this contract where the total claims of both parties are equal or less than $375,000 shall be resolved in accordance with Public Contract Sections 20104 et seq., which are incorporated herein by reference. There shall be no claims for labor compliance issues.

14. GENERAL SAFETY

Contractor shall transmit to the City copies of reports and other documents related to accidents and injuries encountered during this work. Where there is conflict between applicable safety orders, laws and regulations and policies, the more stringent measures shall apply.

15. CHEMICALS

The Contractor shall provide two copies of Material Safety Data Sheets to the City for all chemicals used during this project at least three days prior to bringing them on site. Use of all such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer.

If the Contractor encounters hazardous substances during this work, he shall immediately notify the City and the County Environmental Services Office. Hazardous substances shall

be disposed of in accordance with the requirements of Inyo County Department of Environmental Health.

B. BID ITEMS

1. **Wading Pool Skimmer Assembly including Concrete Figure 1&5**
   - Contractor shall remove the existing concrete 5-8 cu ft and Skimmer Assembly. Inground concrete embedded connecting to existing plumbing. See Figure 1. See Figure 5
   - Install new Hayward SP-1070 Skimmer Assembly and concrete 5-8 cu ft. or approved equal. Connect to existing plumbing. See Figure 1. See Figure 5
   - Contractor shall remove and replace any damaged concrete deck, match to existing concrete joints approximal 200 sq ft. The concrete deck shall be 4 inches thick on top of 4 inches of compacted (90%) class II base. See Figure 1

2. **9,995 Gallon Wading Pool Resurfacing and Drain Cover Replacement. Figure 1&3**
   - Contractor shall provide drainage of existing water and mitigation of ground water.
   - Contractor shall remove existing plaster by method of hydro-blasting.
   - Protect in place existing Skimmer Assembly and handrail mounts. See Figure 1
   - Contractor to repair 1/4 in. x 3ft vertical wall crack in Wading Pool using 4,000 PSI Shotcrete. See Figure 1
   - Replace Water Line Tile glazed 6x6 match existing. Approximate 100 LF. See Figure 1
   - Replace Trim Tile Sapphire Blue 2x2 non glazed. Approximate 28 LF. See Figure 1
   - Contractor shall install new Plaster/Marcite white in color.
   - Replace qty 2 existing drains compliance with the Virginia Graeme Baker Act, 8" round 180 GPM, White, stainless screws. See Figure 1 see Figure 3

3. **195,000 Gallon Large Pool Resurfacing and Drain Cover Replacement. Figure 2&4**
   - Contractor shall provide drainage of existing water and mitigation of ground water.
   - Contractor shall remove existing plaster by method of hydro-blasting.
   - Protect in place lane and target tile and handrail mounts, tower, starting blocks, lights, slide exit. See Figure 2
   - Replace Trim Tile Sapphire Blue 2x2 non glazed, Approximate 8 LF. See Figure 2
   - Contractor shall install new Plaster/Marcite white in color.
   - Replace qty 4 existing drains in compliance with the Virginia Graeme Baker Act, 18"x18" flat square, White, stainless screws, See Figure 2 see Figure 4

MATERIALS

1. **Portland Cement Concrete**

All Concrete shall be 711 Materials, Mix 650065A6, or equal. And shall include **Synthetic Fiber Reinforcement**

Synthetic fibers shall be either nylon multifilament fiber or polypropylene collated fibrillated fiber or monofilament fiber. Nylon multifilament or polypropylene monofilament fibers shall be introduced at the rate of 1 pound per cubic yard at the standard length of ¾ inch. Polypropylene collated fibrillated fiber shall be introduced at the rate of 1.5 pounds per cubic yard at the standard length of ¾ inch. Synthetic fibers shall be added at the concrete batch plant and mixed with the other ingredients for 3 to 5 minutes. The concrete producer shall list the type and quantity of synthetic fiber added on each delivery ticket.

2. Aggregate Base
Aggregate base shall be Class 2 and may be 100 percent reclaimed material.

3. Plaster/Marcite Large Pool and Wading Pool
Plaster/Marcite modified cement and be white in color.

4. Wading Pool Skimmer Assembly
Contractor to remove existing Skimmer Assembly and replace with Hayward SP-1070 Skimmer Assembly or approved equal. See Figure 5.

5. Drain Covers for Large Pool and Wading Pool
Drain covers must comply with the Virginia Graeme Baker Act.

- Wading Pool – 8" round 180 GPM, White, stainless screws approved equal. See Figure 3
- Large Pool – 18"x18" flat square, White, stainless screws approved equal. See Figure 4

6. Water Line Wading Pool
To match existing. Glazed 6 x 6.

7. Trim Tile Large Pool and Wading Pool
Sapphire Blue 2x2 non glazed.

8. Crack repair material Wading Pool
Pneumatic placed concrete. 4,000 PSI Shotcrete mix.

9. Surplus Excavated Material
Surplus soil and debris may be disposed of at the Bishop Sunland Landfill, 108 Sunland Indian Reservation Rd. Bishop, CA 93514.

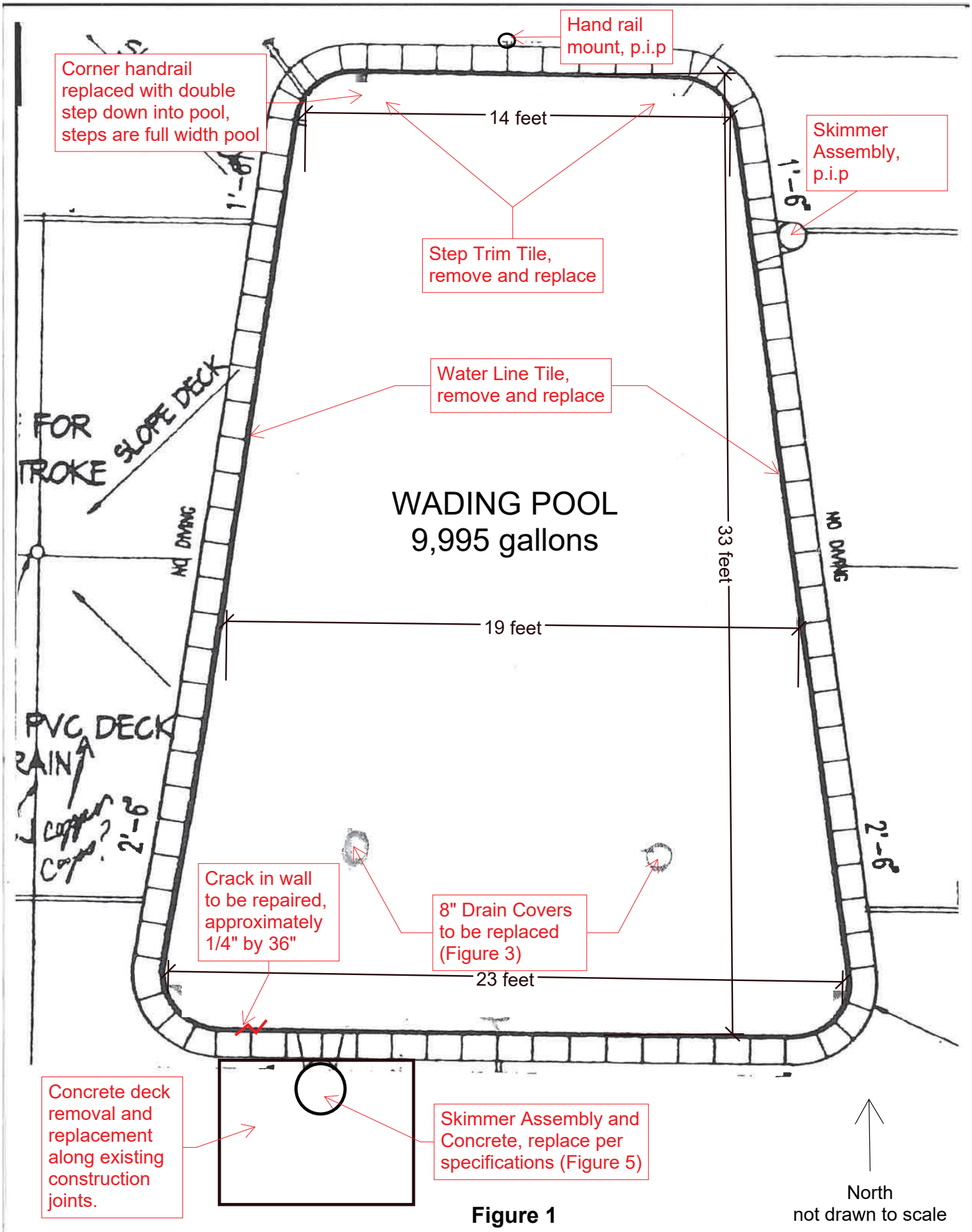
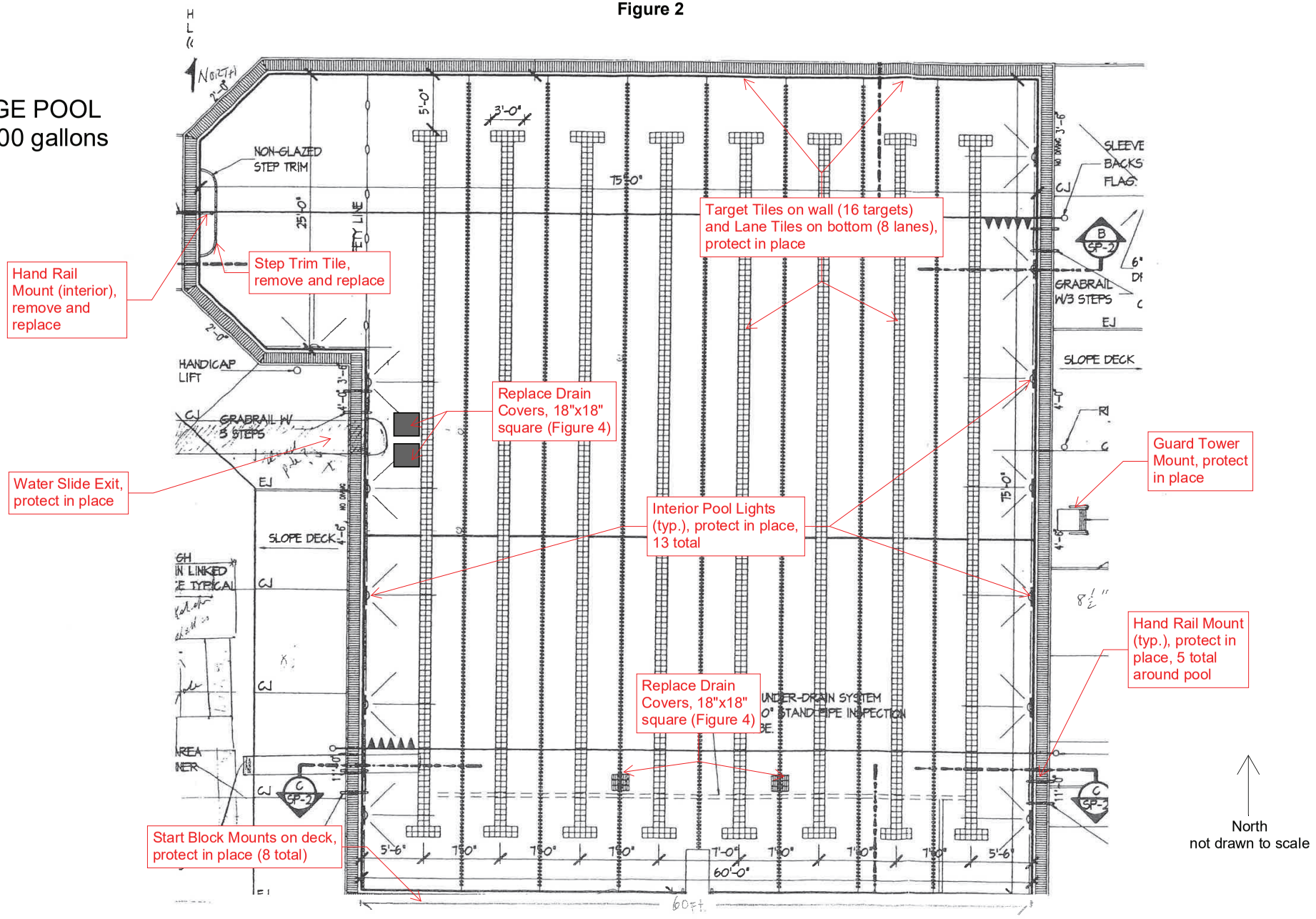

Hand rail mount, p.i.p
Corner handrail replaced with double step down into pool, steps are full width pool
14 feet
Skimmer Assembly, p.i.p
Step Trim Tile, remove and replace
Water Line Tile, remove and replace
WADING POOL
9,995 gallons
33 feet
19 feet
NO DIVING
FOR TROKE SLOPE DECK
PVC DECK
Crack in wall to be repaired, approximately 1/4" by 36"
8" Drain Covers to be replaced (Figure 3)
23 feet
Concrete deck removal and replacement along existing construction joints.
Skimmer Assembly and Concrete, replace per specifications (Figure 5)
North
not drawn to scale

Figure 1

Figure 2

LARGE POOL
195,000 gallons



AQUASTAR® pool products
A Safe Drain is No Accident™

8" Anti-Entrapment Suction Outlet Cover and Frame

VGB Series
Product Specification Sheet

The AquaStar line of suction outlet covers, compliant with the new Virginia Graeme-Baker Pool and Spa Safety Act (ASME/ANSI A112.19.8a-2008)

Features

For single or multiple drain use (see installation instructions)

Single
Floor: 88 GPM at 3.2 fps
Wall: 70 GPM at 2.6 fps

Floor/wall: 41 GPM at 1.5 fps

8.8 square inch opening

#316 stainless steel screws

Manufactured from superior UV-resistant engineered polymers

Meets or exceeds NSF 50/ASME/ANSI A112.19.8a-2008 national standards and ASTM G154 UV testing

Listed with IAPMO R&T

50 per case



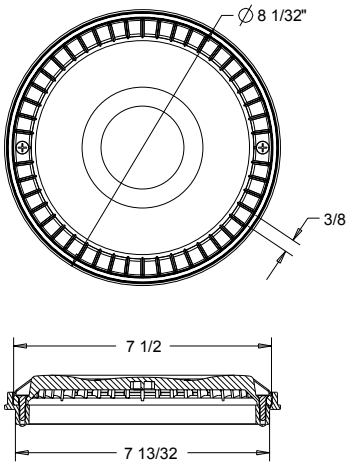
Part # 8AVxxx

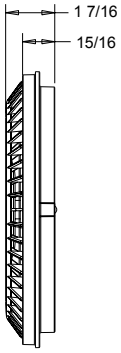
*Fits: AquaStar (all Pre-VGB 8" Models), American, Pentair, Color Match, Waterway and most Custom Molded (CMP)

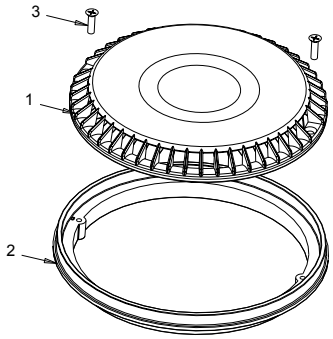
Part Numbers / Colors

- 8AV101 White
- 8AV102 Black
- 8AV103 Lt. Gray
- 8AV104 Blue
- 8AV105 Dk. Gray
- 8AV106 Bone
- 8AV107 Taupe
- 8AV108 Tan

VGB 2008 Compliant







1. 8" anti-entrapment cover
2. 8" anti-entrapment frame
3. #10 flat head phillips screw, ss, qty 2

P 877-768-2717 **F** 877-276-POOL **P** Outside the US: +1-949-459-1202 info@aquastarpoolproducts.com www.aquastarpoolproducts.com

★★ PROUDLY MADE ★★ IN THE USA

AQUASTAR® pool products
A Safe Drain is No Accident™

18" x 18" Square Frame with Four (4) 9"x9" "Wave" Anti-Entrapment Suction Outlet Covers

VGB Series
Product Specification Sheet

The AquaStar line of suction outlet covers compliant with the new Virginia Graeme-Baker Pool and Spa Safety Act (ASME/ANSI A112.19.8a-2008)

Features

For Single or Multiple Drain Use
(See Installation Instructions)

Single:
Floor/Wall: 775 GPM at 1.4 fps
(Floor/Wall: 828 GPM at 1.5 fps)

176.8 square inch opening

Lime Green Colored "Swimming Man" Plug Easily Identifies VGB 2008 Compliant Cover from On Deck and Underwater

#316 Stainless Steel Screws

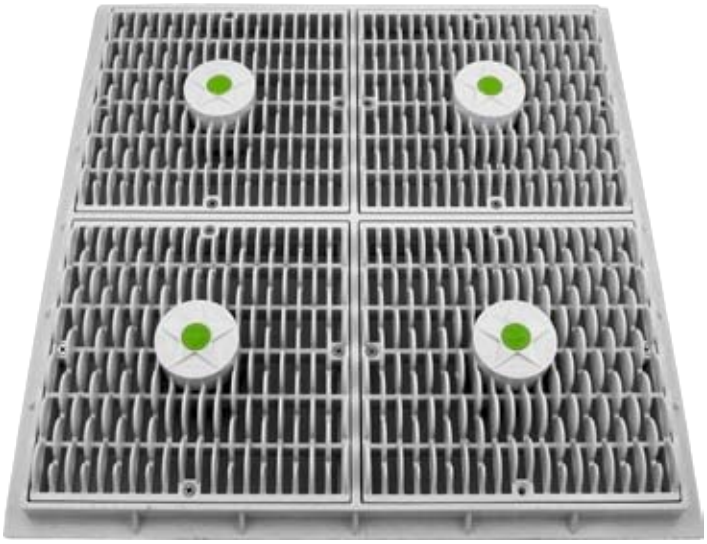
Manufactured from superior UV-resistant engineered polymers

See cross-reference chart and installation instructions for details and special requirements*

All components (covers, frame, screws) meet or exceed NSF 50/ASME/ANSI A112.19.8a-2008 national standards and ASTM G154 UV testing exposure

6 Per Case

Especially designed and engineered for ALL 1.0 and 1.5 fps states - great for gravity drain systems as well as direct suction



Model # WAV18xxx

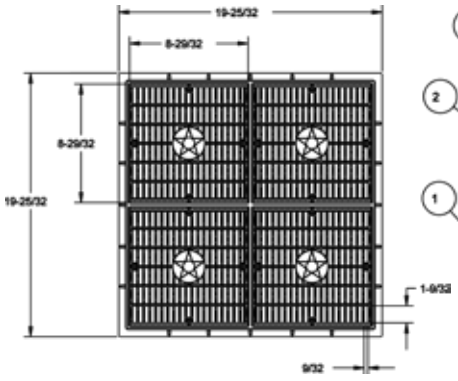
*Grates Fit: AquaStar (p/n 18xxx, pre-VGB "flat"); Pentair (#1 selling) with 3/4" deep existing window grid frame and 4x4 screw hole pattern

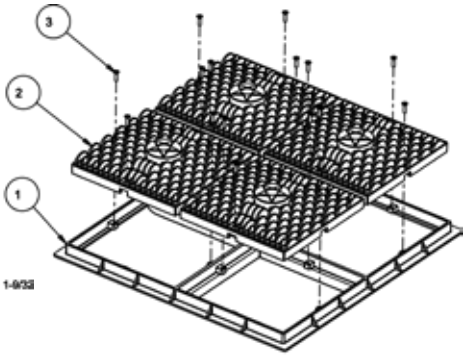
Part Numbers / Colors

- WAV18101 White
- WAV18102 Black
- WAV18103 Lt. Gray
- WAV18104 Blue
- WAV18105 Dk. Gray
- WAV18106 Bone
- WAV18107 Taupe
- WAV18108 Tan

Frame included

VGB 2008 Compliant





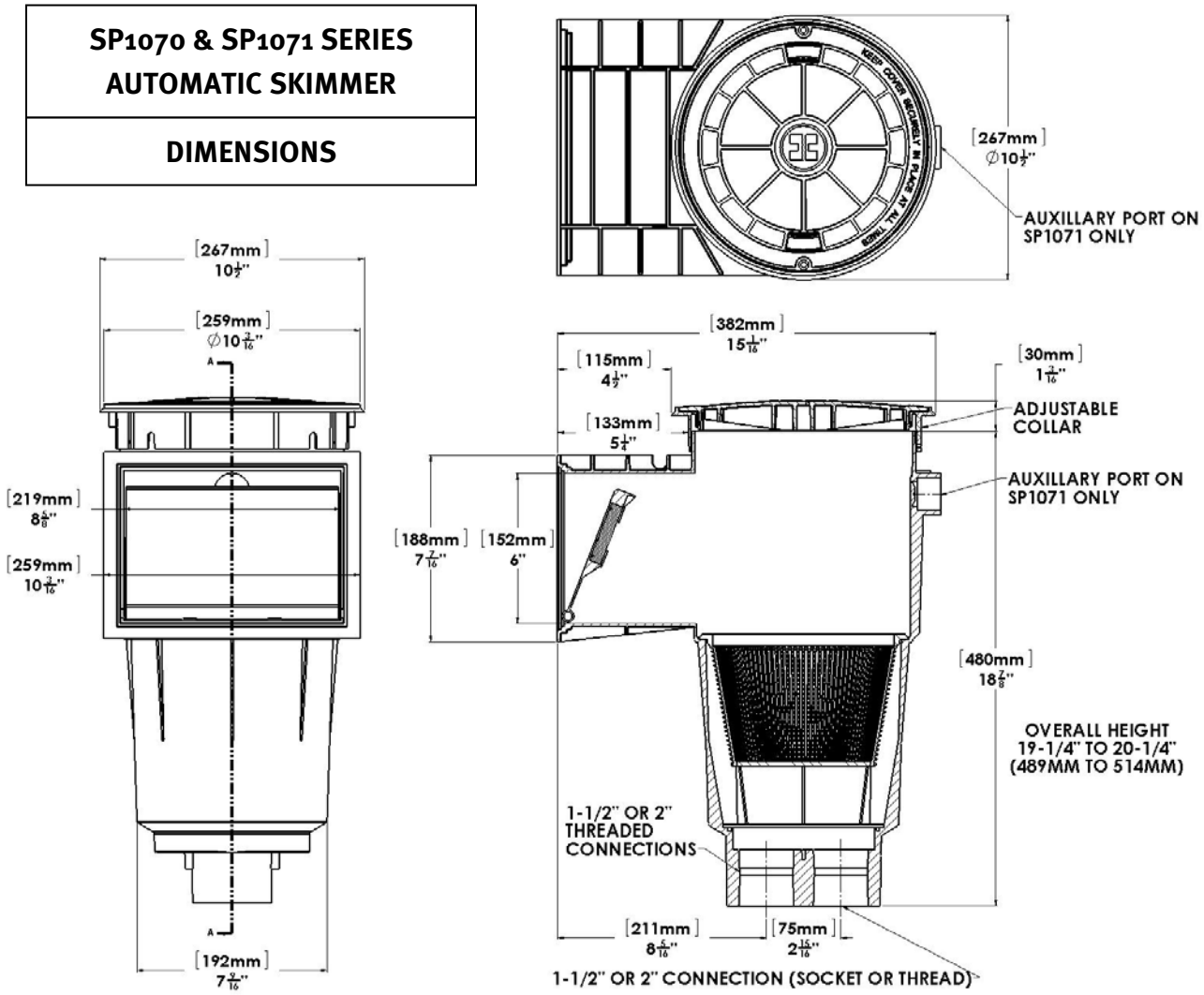
1. 18" x 18" Square Frame
2. Four (4) 9"x9" "Wave" Anti-Entrapment Suction Outlet Covers
3. #316 Stainless Steel Flat Head #10 Phillips Screw, qty 16

P 877-768-2717 F 877-276-POOL info@aquastarpoolproducts.com www.aquastarpoolproducts.com

★★ PROUDLY MADE ★★ IN THE USA

SP1070 & SP1071 SERIES AUTOMATIC SKIMMER

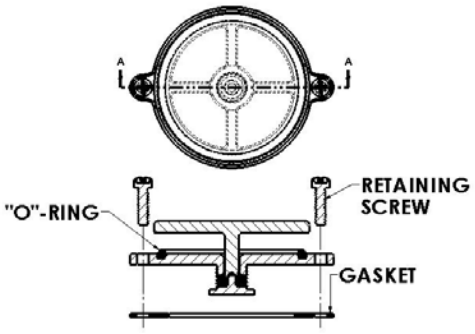
DIMENSIONS



SP1070FVKIT

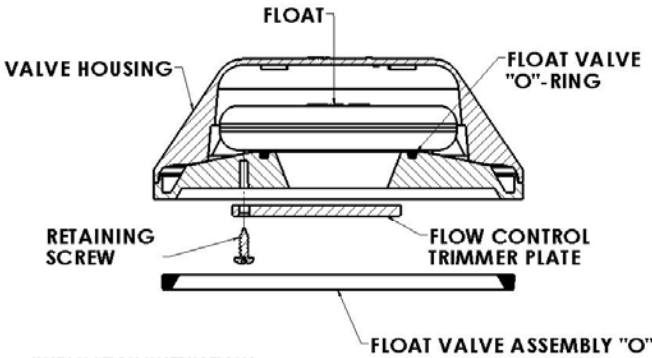
EQUALIZER VALVE ASSEMBLY SP1078

TOP VIEW



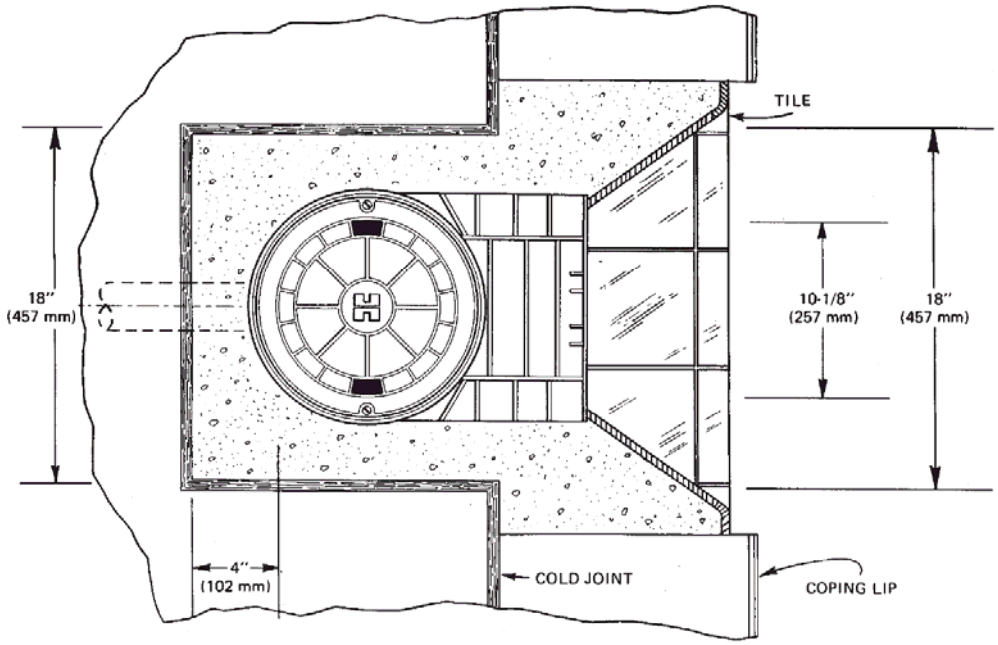
INSTALLATION INSTRUCTIONS
1. PLACE GASKET OVER EQUALIZER LINE PORT (FRONT) LINE UP SMALL HOLESOVER SCREW HOLES.
2. PLACE EQUALIZER ASSEMBLY OVER EQUALIZER PORT, SOLID SIDE UP
3. INSERT RETAINING SCREWS THROUGH EAR TABS AND GASKET AND TIGHTEN RETAINING SCREWS.

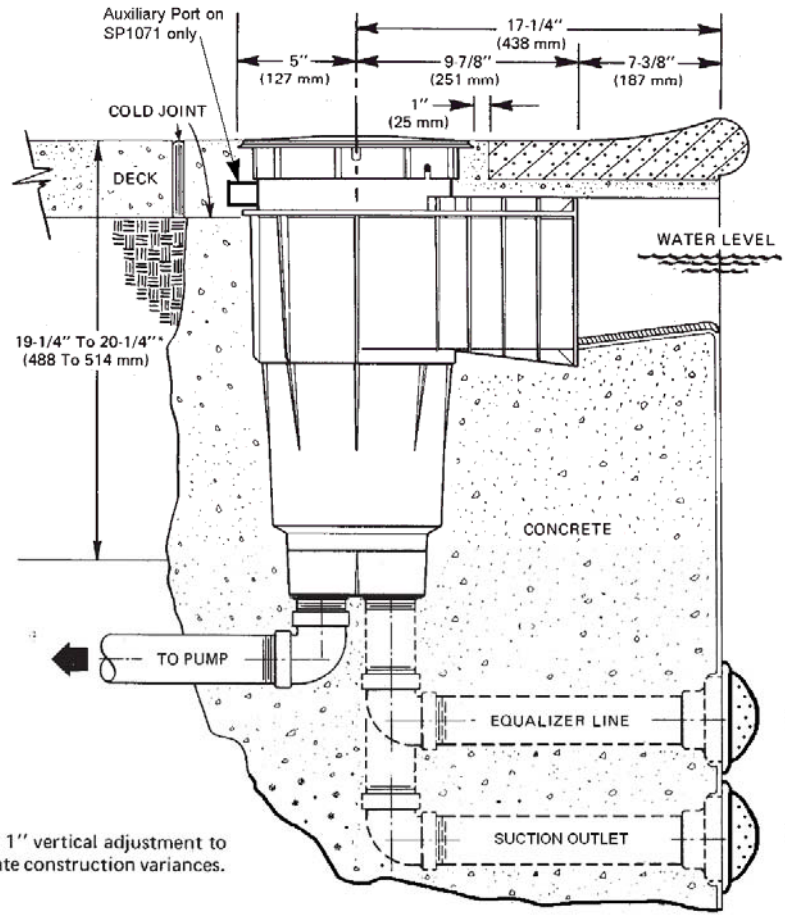
SKIM / SUCTION OUTLET FLOAT / BY-PASS ASSEMBLY SP1070FV



INSTALLATION INSTRUCTIONS
1. REMOVE SCREW, PIPE PLUG (IF INSTALLED) AND FLO-CONTROL SLIDE PLATE (IF INSTALLED) FROM BOTTOM OF PLASTIC SKIMMER.
2. PLACE LARGE O-RING IN GROOVE IN THE BOTTOMOF THE SKIMMER BODY
3. ATTACH FLO-CONTROL TRIMMER PLATE TO FLOAT ASSEMBLY, USING SCREW PROVIDED.
4. PLACE FLOAT VALVE ASSEMBLYINTO SKIMMER. ADJUST FLO-CONTROL TRIMMER PLATE AS REQUIRED.

TYPICAL CONCRETE POOL INSTALLATION





*Cover has 1" vertical adjustment to accomodate construction variances.

LOCATION OF SKIMMERS

To obtain the most effective skimming action over the entire pool surface, locate the skimmers relative to the prevailing wind and drift, shape of pool and water circulation pattern. The use of directional inlet fittings will ensure the proper circulation pattern.

PVC CONNECTIONS:

The Hayward SP1070/1071 Series Skimmers are molded of ABS and require the appropriate glue for connecting with PVC.

ASME 112.19.8 Cover

ASME 112.19.8 Suction Fitting


N
South Fork Bishop Creek
South Fork Bishop Creek
680
Main Pool Bldg
Bishop City Park
Large Pool
Wading Pool
Main Street
Access Gate
680
Pump House
Restrooms
Office
Maintenance Access Road
Maintenance
Access Road
Layers

Figure 6

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

Addendum 1

February 18, 2025

City Park Pool Resurfacing Project

This addendum is to amend the Bid Documents for Section **B Bid Items**. Section 1. and Section B **Materials**. To include the following: Remove and replace two Skimmer Assemblies and remove and replace all Coping Tile.

B. BID ITEMS

1. Wading Pool Skimmer Assembly including Concrete Figure 1&5

- Contractor shall remove the existing concrete 5-8 cu ft and Skimmer Assembly. Inground concrete embedded connecting to existing plumbing. See Figure 1. See Figure 5
- **Installation of 2 new** Hayward SP-1070 Skimmer Assembly and concrete 5-8 cu ft. or approved equal. Connect to existing plumbing. See Figure 1. See Figure 5
- Contractor shall remove and replace any damaged concrete deck, match to existing concrete joints approximal **300 sq ft.** The concrete deck shall be 4 inches thick on top of 4 inches of compacted (90%) class II base. See Figure 1
- **Contractor shall remove and replace all Coping Tile to match existing**

MATERIALS

1. Portland Cement Concrete
   All Concrete shall be 711 Materials, Mix 650065A6, or equal. And shall include Synthetic Fiber Reinforcement
   Synthetic fibers shall be either nylon multifilament fiber or polypropylene collated fibrillated fiber or monofilament fiber. Nylon multifilament or polypropylene monofilament fibers shall be introduced at the rate of 1 pound per cubic yard at the standard length of ¾ inch. Polypropylene collated fibrillated fiber shall be introduced at the rate of 1.5 pounds per cubic yard at the standard length of ¾ inch. Synthetic fibers shall be added at the concrete batch plant and mixed with the other ingredients for 3 to 5 minutes. The concrete producer shall list the type and quantity of synthetic fiber added on each delivery ticket. City of Bishop Park Pool Resurfacing Page 24 of 25 Special Provisions Materials
2. Aggregate Base Aggregate base shall be Class 2 and may be 100 percent reclaimed material.
3. Plaster/Marcite Large Pool and Wading Pool Plaster/Marcite modified cement and be white in color
4. Wading Pool Skimmer Assembly Contractor to remove **both existing Skimmer Assemblies** and replace with Hayward SP-1070 Skimmer Assembly or approved equal. See Figure 5.

5. Drain Covers for Large Pool and Wading Pool Drain covers must comply with the Virginia Graeme Baker Act.
   • Wading Pool – 8” round 180 GPM, White, stainless screws approved equal. See Figure 3
   • Large Pool – 18”x18” flat square, White, stainless screws approved equal. See Figure 4

6. Water Line Wading Pool To match existing. Glazed 6 x 6.

7. Trim Tile Large Pool and Wading Pool Sapphire Blue 2x2 non glazed.

8. **Replace all Coping Tile to match existing.**

9. Crack repair material Wading Pool Pneumatic placed concrete. 4,000 PSI Shotcrete mix.

10. Surplus Excavated Material Surplus soil and debris may be disposed of at the Bishop Sunland Landfill, 108 Sunland Indian Reservation Rd. Bishop, CA 93514.

There are no other changes to the Plans or Specifications.

Deston Dishion
Community Services Director

Addendum 1 Bid Items Sheet

Base Bid Items

Item	Quantity	Unit	Description	Unit Price	Total Item Price
1	2	LS	Skimmer Assembly installation including concrete slabs		
2	1	LS	Wading Pool Resurfacing/Crack Repair, Trim Tile replacement, Coping Tile replacement and Drain Covers, includes all incidental items		
3	1	LS	Large Pool Resurfacing, Tile replacement and Drain Covers, includes all incidental items		

				Total Bid	