



CITY OF BISHOP

CITY COUNCIL MEETING AGENDA

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

MONDAY, SEPTEMBER 14, 2026 - 5:15 PM

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

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

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

Public comments may be made:

1. In person: Members of the public desiring to speak on a matter appearing on the agenda should ask the Mayor for the opportunity to be heard when the item comes up for Council consideration (or complete a speaker card prior to the meeting). Comments for all agenda items are limited to a speaking time of three minutes unless modified by the Mayor.
2. In writing: Go to http://bishop-ca.granicus.com/ViewPublisher.php?view_id=8 to submit an "eComment" for the corresponding meeting. Please note that eComment submissions closes at 2:15 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. All written public comments received prior to the above noted time will be distributed to the Council for their review and consideration prior to the meeting. All written public comments received after that time will be provided to the Council at the earliest possibility. Please note written public comments received will not be read aloud at the meeting.

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

1. **CALL TO ORDER** - 5:15 p.m. Monday, September 14, 2026
2. **ROLL CALL**

3. PUBLIC COMMENT PRIOR TO CLOSED SESSION

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

4. CLOSED SESSION

A. **CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION pursuant to Government Code § 54956.9(c): 1 Case**

5. OPEN SESSION - 6:00 p.m. Monday, September 14, 2026

6. MOMENT OF SILENCE

7. PLEDGE OF ALLEGIANCE - Mayor Pro Tem Freundt will lead the pledge of allegiance.

8. ROLL CALL

9. PUBLIC COMMENT

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

10. PRESENTATIONS

A. **PRESENTATION - Bishop Union High School Student Senate Report** - Presented by Bishop Union High School Student Representatives.

B. **PRESENTATION - Eastern Sierra Community Foundation Formation Project** - Presented by Tyler McManus & Jeff Griffiths.
[ESCFF Presentation 2026 09 14](#)

11. 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 - August 2026](#)

B. **Police Department Report - Police Chief Nate Derr**
[Police Department Report - August 2026](#)

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

D. **City Administrator Report - City Administrator Pam Foster**
[City Administrator Report - August 2026](#)

12. COUNTY OF INYO UPDATE

Prepared and presented by Second District Supervisor Jeff Griffiths.

13. 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. **Authorization to Negotiate with PACE Advanced Water Engineering for Consolidated Regional Wastewater Treatment Plant Design Services**

Recommended Action: Accept the selection committee's ranking of PACE Advanced Water Engineering as the highest-ranked consultant for Engineering Design Services for the Consolidated Regional Wastewater Treatment Plant and authorize staff to negotiate a professional services agreement with PACE. The negotiated agreement will be presented to the City Council for separate consideration and approval.

14. NEW BUSINESS

A. **California High School Rodeo Association Request for \$40,000 Sponsorship for the 2027 State Finals Rodeo**

Recommended Action:

Consider providing a \$40,000 sponsorship to the California High School Rodeo Association (CHSRA) to support the 2027 High School State Finals Rodeo in Bishop.

[CHSRA Request for Financial Support](#)

B. **Planning and Parks & Recreation Commissions - City Council Screening Committee Appointments**

Recommended Action:

Approve the Mayor's appointment of two Councilmembers to serve on each of the following three screening committees. Different Councilmembers may be appointed to each committee:

- Planning Commission vacancy – Term ending March 25, 2030
- Parks and Recreation Commission vacancy – Term ending December 11, 2030
- Parks and Recreation Commission vacancy – Term ending January 11, 2031

[PSA - Planning Commission Expiring Term Nov 2026](#)

[PSA - Parks & Recreation Commission Expiring Term Dec 2026](#)

[PSA - Parks & Recreation Commission Expiring Term Jan 2027](#)

C. **Consideration and Approval of Joint Powers Agreement with Bishop Fire Protection District**

Recommended Action: Review and Approve the Agreement for Shared Management of Fire Services with the Bishop Fire Protection District.

[Draft Agreement for Shared Management of Fire Services](#)

15. FUTURE AGENDA ITEMS

16. COUNCIL AND COMMITTEE REPORTS

17. ADJOURNMENT

Monday, September 28, 2026 at 6:00 p.m. Regular Meeting in the City Council Chambers.



Building for the Future

Eastern Sierra Community Foundation Initiative

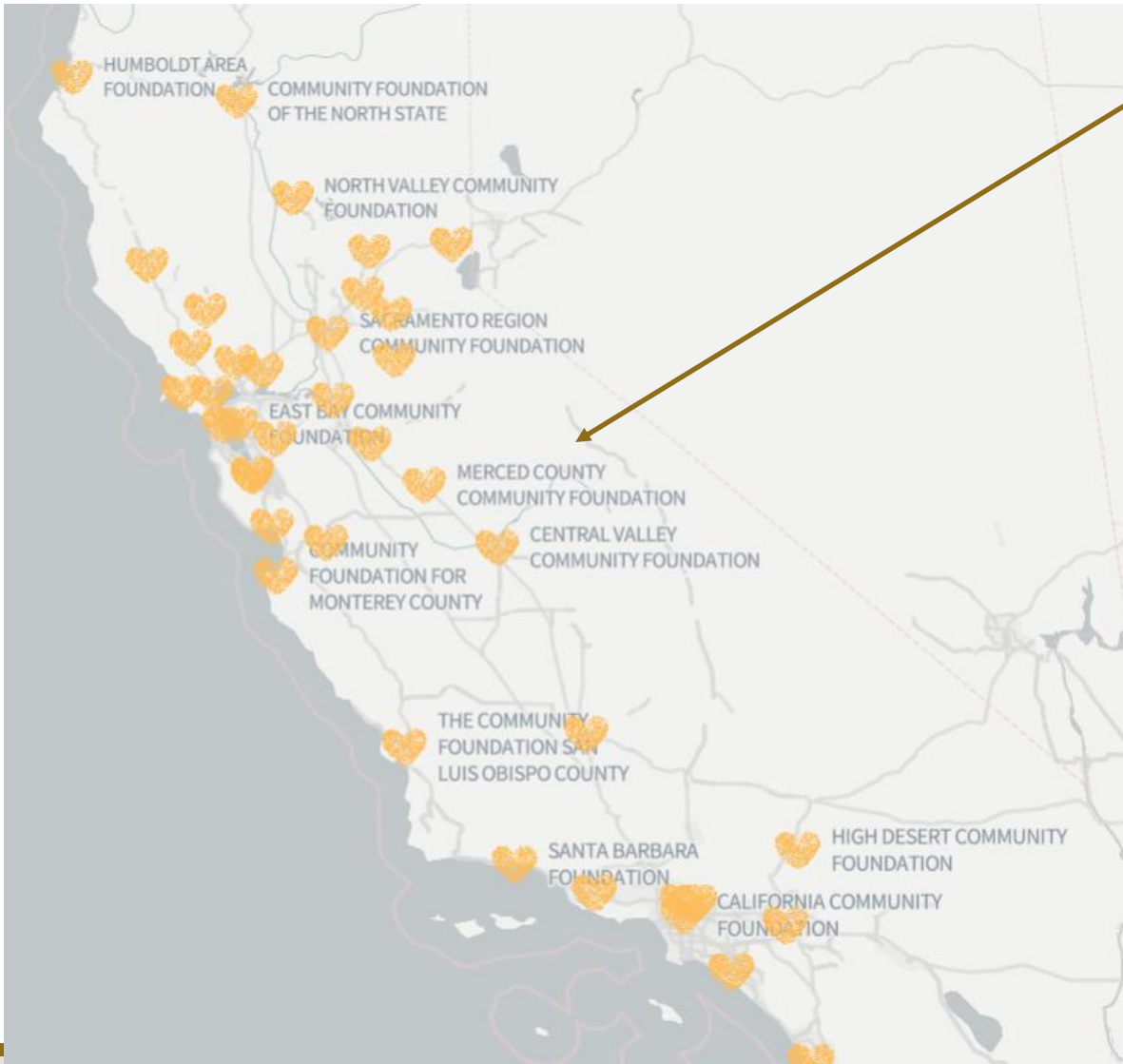
Bishop City Council

September 14, 2026

Who is Shaping this Effort

Organization	Representative
Bishop Area Climber's Coalition	<i>Vikki Glinskii</i>
Bishop Chamber of Commerce and Information Center	<i>Tawni Thomson</i>
Bishop Paiute Tribe + Eastern Sierra Business Resource Center	<i>Meryl Picard</i>
Eastern Sierra Foundation	<i>District 2 Supervisor Jeff Griffiths Julie Faber</i>
Eastern Sierra Foundation / Eastside Student Center	<i>Tyler McManus</i>
Eastern Sierra Land Trust	<i>Mark Drew Randy Keller</i>
Eastern Sierra Council of Governments	<i>Elaine Kabala</i>
Inyo County	<i>District 2 Supervisor Jeff Griffiths Kirsten Pfeiler Meaghan McCamman</i>
Inyo Council for the Arts	<i>Sharon Freilich</i>
Mammoth Hospital Foundation Board	<i>Eric Clark Gardiner Miller</i>
Mammoth Lakes Chamber of Commerce/Mammoth Community Foundation	<i>Brianna Goico</i>
Mammoth Lakes Foundation	<i>Elizabeth Root</i>
Mammoth Lakes Rotary Club/Rotary Foundation	<i>Luan Mendel</i>
Mammoth Lakes Trails and Public Access Foundation + Mammoth Lakes	<i>John Wentworth</i>
Mammoth Mountain Community Foundation	<i>Eric Clark Sierra Bourne Stacy Corless Tom Bissell</i>
Mono Arts Council	<i>Kristin Reese</i>
Mono County	<i>District 5 Supervisor Lynda Salcido District 3 Supervisor Paul McFarland</i>
Northern Inyo Healthcare District/NIH Foundation	<i>Ashley Reed</i>
Sierra Business Council	<i>Allan Pietrasanta Meryl Picard Travis Nabahe</i>

Why Now? A Once-in-a-Generation Opportunity



The Eastern Sierra is the only region in California without a Community Foundation.

- Local nonprofits are stretched thin – limited capacity, staffing, and resources
- Disaster response has no geographic boundaries
- No regional platform to capture private wealth and generosity and direct it toward Eastern Sierra priorities
- California Jobs First has provided a rare, time-limited opportunity to plan for the future and build an enduring philanthropic model **in perpetuity** for the region

What is a Community Foundation and What Does it Do?



A place-based public charity that pools charitable gifts into permanent or flexible funds dedicated to the local area.

Mobilizes donors and wealth holders to invest in regional priorities.



Strengthens nonprofits through grants, training, and technical support.



Channels funding to the causes that matter most.



Serves as a neutral convener.



Serves a geographic area.



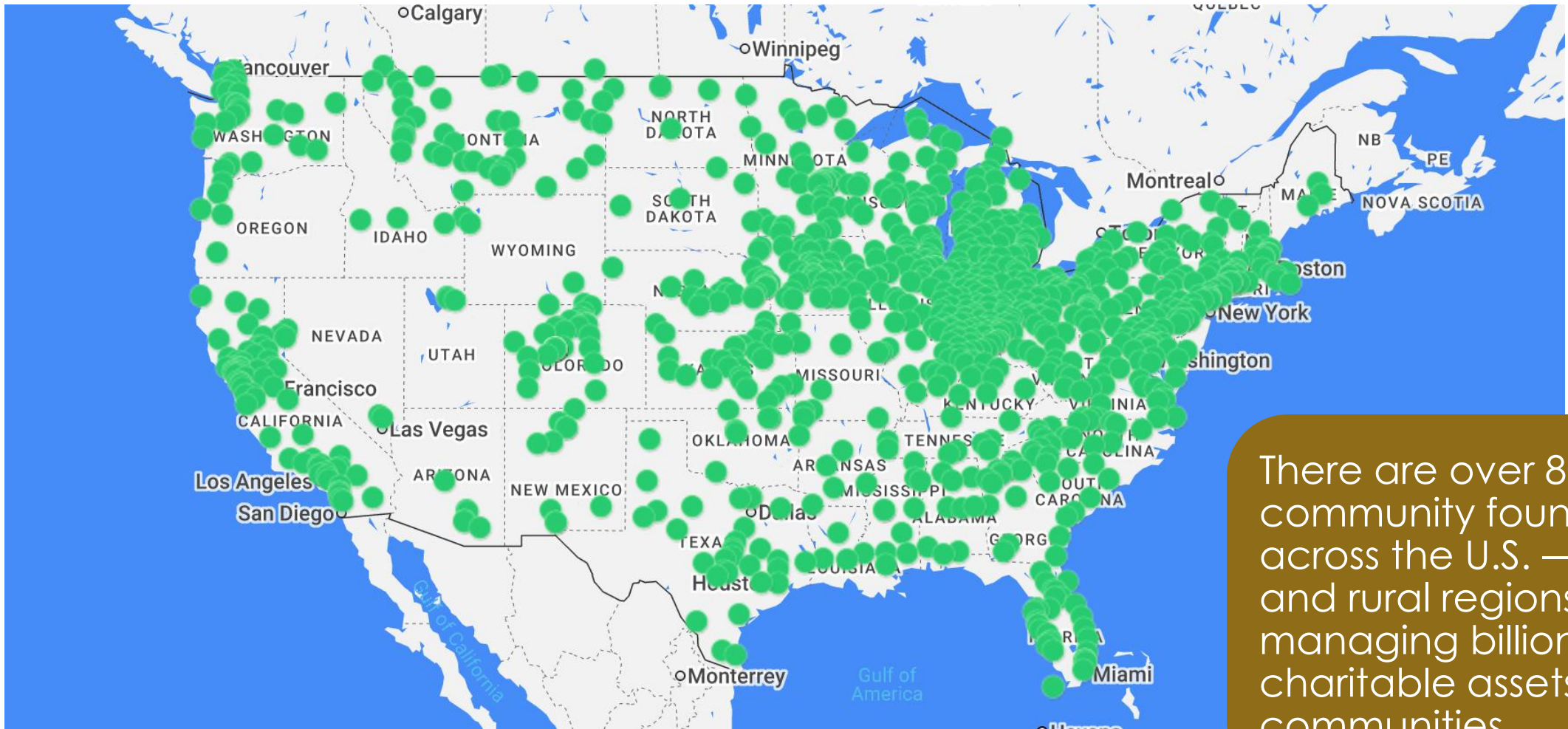
Provides long-term local capital and flexible response.



Positions a region to be in a place of readiness to leverage resources.



Community Foundations in the US



There are over 800 community foundations across the U.S. — in cities and rural regions alike — managing billions in charitable assets for their communities.

How It's Different: Complementing, Not Competing



The Eastern Sierra already has strong nonprofits and foundations focused on specific causes – education, arts, conservation, and more.

A Community Foundation is not here to replace them.

A Community Foundation is different in three keyways:

- 1. Regional Scope:** Serves the ENTIRE Eastern Sierra — Inyo and Mono Counties — not a single issue or geographic pocket.
- 2. Flexible Grantmaking:** Resources can flow to any sector — health, education, housing, environment, arts, disaster response — wherever needs arise.
- 3. Representative Governance:** The board reflects the whole region — diverse geographically, by sector, and by community perspective.

Think of it as the philanthropic infrastructure that makes every other local effort more effective.

Community Foundations + Public Partnerships



Founded in 1997,
Eastern Placer and Nevada
Counties

- Truckee Tahoe Airport
District + Placer County
Grant Support

Coalition/Convening Support:

- Substance Abuse Mental
Health Services
Administration (SAMSHA)
- Placer/Nevada County
Contracts: Child Abuse
Prevention Council



Established 1993,
San Bernadino County

Regional government
grant pass-through:
received \$1.46M from CA
Coverage & Health
Initiatives for outreach and
enrollment



Established in 2007,
Merced County

Actively pursues local, state,
and federal grants as a
primary revenue strategy —
received \$1M to restore a
local park

Robust Community Engagement Process

- ✓ 6 Feasibility and Implementation Committee Meetings
- ✓ 30+ one-on-one Interviews and conversations, on-going
- ✓ Comparative case studies and best practices
- ✓ Mono and Inyo County foundation meeting and board conversations
- ✓ Community presentations



What We Asked

- What is the value add of a Community Foundation?
- What role should a Community Foundation play in the community?
- What is the best organizational structure to ensure success?
- Does the Eastern Sierra Region have the capacity to stand up a regional Community Foundation?



What We Have Heard from Our Community

Strengthen Nonprofits

Provide board training, fundraising support, technical assistance, and organizational resources to under-resourced local nonprofits.

Disaster Preparedness Relief and Emergency Response

Serve as a trusted channel to collect and distribute community donations quickly in times of crisis — like the 2025 Pack Fire.

Hold and Grow Charitable Funds

Provide a home for donor-advised funds, field-of-interest funds, and endowments — keeping local giving local. Public funds fluctuate

Regional Grantmaking

Distribute grants across education, health, arts, housing, environment, and more — wherever community need is greatest.

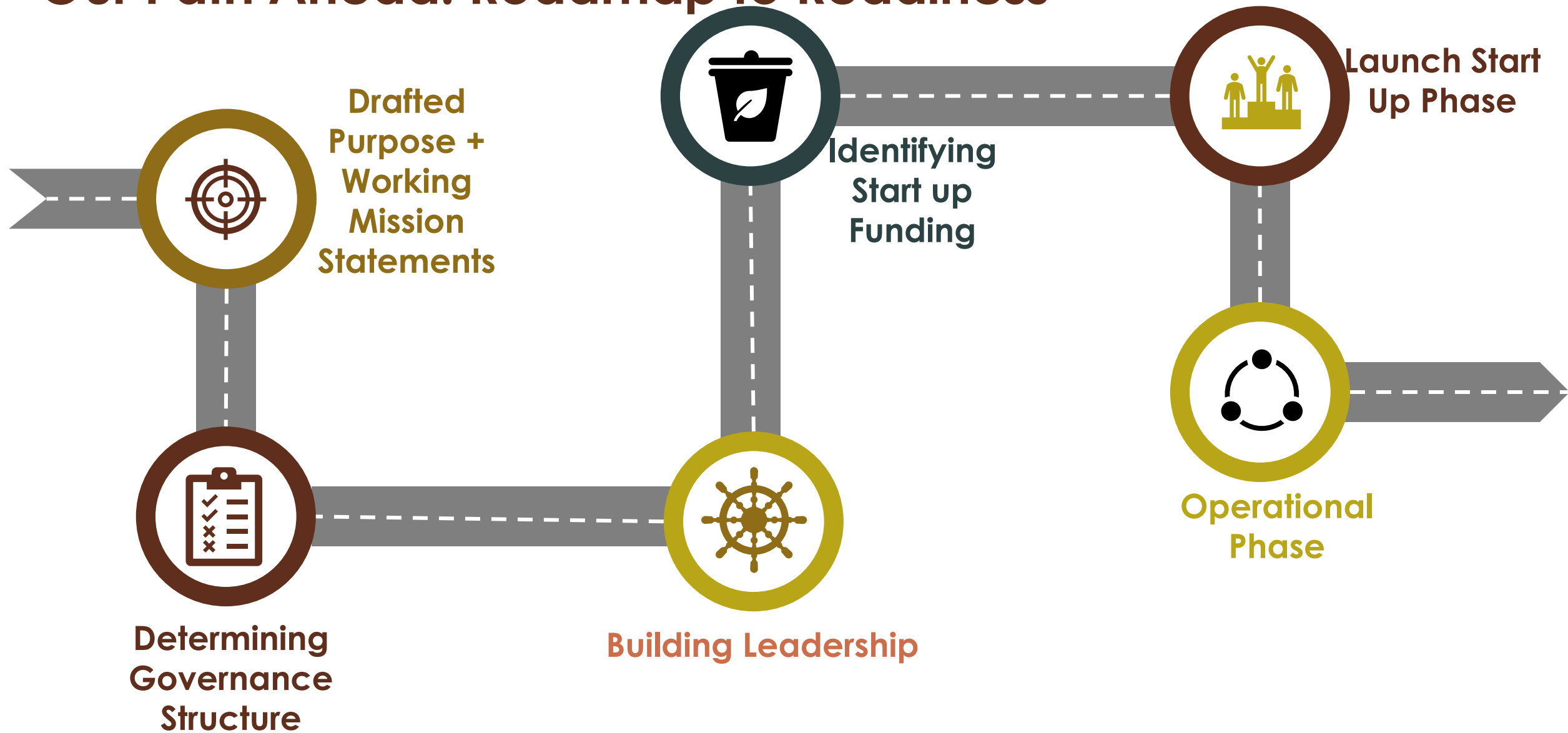
Neutral Convener

Bring diverse community leaders together around shared regional priorities, reducing duplication and building collaboration.

Fiscal Sponsorship

Support emerging projects and initiatives that don't yet have nonprofit status — giving good ideas a home.

Our Path Ahead: Roadmap to Readiness



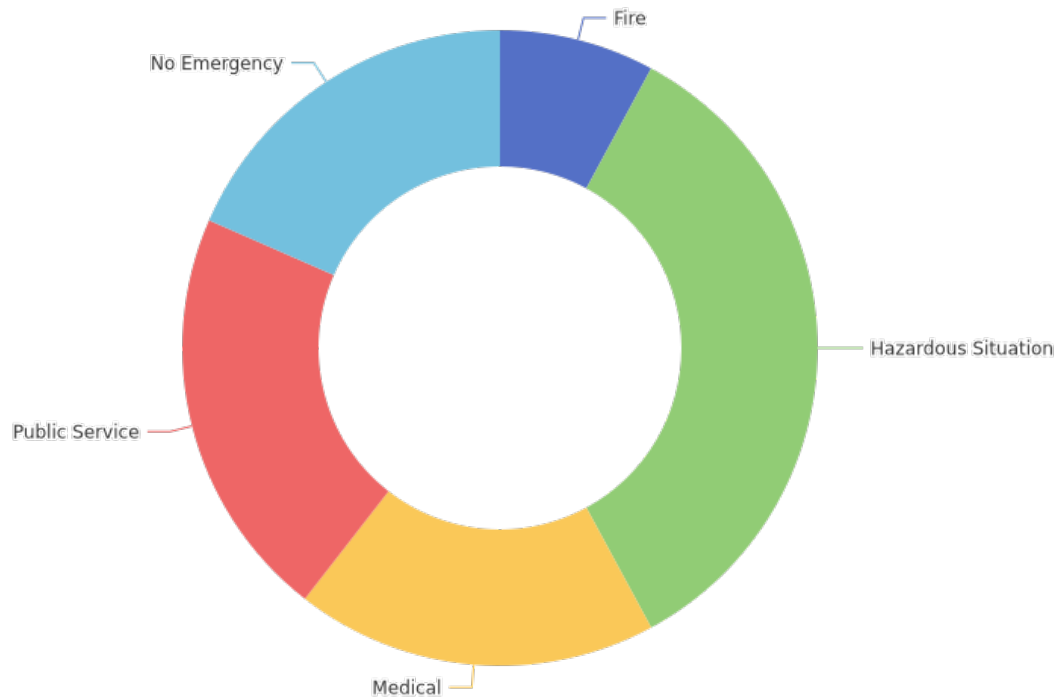
Collective Philanthropy for a Stronger Eastern Sierra

www.EasternSierraCommunityFoundation.org

alison@agnewbeck.com



FDR-IR: Incident Count by Primary Incident Type



PRIMARY INCIDENT GROUP / PRIMARY INCIDENT TYPE	COUNT	PERCENT OF TOTAL
Fire	3	7.89%
Fire - Outside Fire - Construction Waste	1	2.63%
Fire - Outside Fire - Vegetation / Grass Fire	1	2.63%
Fire - Structure Fire - Confined Cooking / Appliance Fire	1	2.63%
Hazardous Situation	13	34.21%
Hazardous Situation - Hazard Non-Chemical - Bomb Threat / Bomb Response / Suspicious Package	1	2.63%

FDR-IR: Incident Count by Primary Incident Type

Bishop Fire Department CA
Address: 209 W Line St, Bishop, CA, 93514



PRIMARY INCIDENT GROUP / PRIMARY INCIDENT TYPE	COUNT	PERCENT OF TOTAL
Hazardous Situation - Hazard Non-Chemical - Electrical Hazard / Short Circuit	2	5.26%
Hazardous Situation - Hazard Non-Chemical - Motor Vehicle Collision	1	2.63%
Hazardous Situation - Hazardous Materials - Gas Leak / Gas Odor	4	10.53%
Hazardous Situation - Investigation - Odor	2	5.26%
Hazardous Situation - Investigation - Smoke Investigation	3	7.89%
Medical	7	18.42%
Medical - Illness - Cardiac Arrest	1	2.63%
Medical - Illness - Sick Case	1	2.63%
Medical - Illness - Unconscious Victim	3	7.89%
Medical - Injury	1	2.63%
Medical - Injury / Trauma - Heat / Cold Exposure	1	2.63%
Public Service	8	21.05%
Public Service - Citizen Assist - Citizen Assist / Service Call	1	2.63%
Public Service - Citizen Assist - Lift Assist	3	7.89%
Public Service - Alarms (Non Medical) - Fire / Smoke Alarm	4	10.53%
No Emergency	7	18.42%
No Emergency - False Alarm - Malfunctioning Alarm	1	2.63%
No Emergency - False Alarm - Accidental Alarm	1	2.63%

FDR-IR: Incident Count by Primary Incident Type

Bishop Fire Department CA
Address: 209 W Line St, Bishop, CA, 93514



PRIMARY INCIDENT GROUP / PRIMARY INCIDENT TYPE	COUNT	PERCENT OF TOTAL
No Emergency - Cancelled	5	13.16%
Total	38	100.00%

Bishop Police Department

August 2026 End of Month Report

			JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
TOTAL INCIDENTS			1139	1085	1155	1108	1253	1099	1133	1097				
	CALLS FOR SERVICE		653	654	696	672	724	713	716	700				
	OFFICER INITIATED INCIDENTS		486	431	459	436	529	386	417	397				
		TRAFFIC STOPS	64	32	32	27	42	27	48	36				
		OTHER OIA INC.	422	399	427	409	487	359	369	361				
	BUS/BUILDING CHECKS		5	2	0	12	6	5	9	11				
	VEH/PED CHECKS		33	21	26	41	31	26	29	34				
TOTAL OFFICER REPORTS			77	58	75	86	79	88	65	89				
	ACCIDENT		0	3	5	6	4	5	6	7				
	CRIMINAL ACCIDENT		3	4	2	0	3	5	6	2				
	FELONY		13	9	9	19	15	11	10	20				
	INFORMATION		29	23	25	26	26	29	23	34				
	INFRACTION		1	2	0	0	0	2	0	0				
	MISDEMEANOR		31	17	34	35	31	34	20	26				
	TC WITH INJURIES		0	1	3	1	0	2	3	2				
	TC NO INJURIES		3	6	4	5	7	8	9	7				
TOTAL MISDEMEANOR & FELONY ARRESTS			20	20	21	25	23	24	21	25				
	MISDEMEANOR ARRESTS		14	14	17	16	16	18	15	17				
		ADULT	14	13	17	16	16	18	15	17				
		JUVENILE	0	1	0	0	0	0	0	0				
	FELONY ARRESTS		6	6	4	9	7	6	6	8				
		ADULT	6	5	4	9	7	6	6	8				
		JUVENILE	0	1	0	0	0	0	0	0				
CITATIONS			50	30	38	33	39	43	58	39				
	MOVING		19	3	3	5	4	11	9	7				
	NON-MOVING		18	14	17	10	21	18	29	15				
	CRIMINAL		13	13	15	18	14	14	20	17				
	CAMPING ORDINANCE CONTACTS													
	CAMPING ORDINANCE CITATIONS		5	0	0	1	0	1	0	0				

		JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
DISPATCH PHONE ACTIVITY													
911 CALLS		197	253	241	210	259	242	264	242				
	INBOUND	190	244	230	204	250	232	258	237				
	ABANDONED	7	9	11	6	9	10	6	5				
ADMINISTRATIVE CALLS		1011	1397	1184	1109	1229	1277	1145	1170				
	INBOUND	694	677	740	713	759	765	740	704				
	OUTBOUND	315	463	443	393	469	496	391	455				
	ABANDONED	2	4	1	3	1	16	14	11				



*Small Town with a
Big Backyard!*

CITY OF BISHOP

377 West Line Street - Bishop, California 93514

Post Office Box 1236 - Bishop, California 93515

760-873-8458

www.cityofbishop.com

City Administrator's Report

August 2026

During the month of August, a significant portion of my time was focused on internal organizational structure, administrative processes, and positioning the City for more effective coordination and service delivery. Much of this work has involved evaluating how the organization functions today and identifying opportunities to improve communication, accountability, and support across departments.

I continued working with staff and the City Council on organizational structure and administrative processes, with a particular focus on ensuring that the City's leadership structure and internal coordination are effectively supporting the needs of all City departments. This work is intended to create stronger communication, clearer expectations, and better coordination as we continue implementing the priorities identified through the City's Strategic Plan.

I also continued meeting with external partners, including the Los Angeles Department of Water and Power (LADWP) and the Eastern Sierra Council of Governments (ESCOG), on issues and opportunities affecting the City and the broader Eastern Sierra region. Maintaining these relationships continues to be an important part of identifying opportunities for collaboration and ensuring the City has a voice in regional discussions.

Regional issues also remained a focus, including continued discussions regarding air service and the importance of maintaining and improving air connectivity for Bishop and the Eastern Sierra. I also continued discussions regarding the potential for a refreshed agreement with the Bishop Area Chamber of Commerce and Visitors Center, with the goal of better aligning future efforts with the City's economic development and community priorities.

In addition to these specific projects, considerable time was spent on the many day-to-day conversations, coordination, and problem-solving efforts necessary to keep City operations moving forward. While not all of this work results in a specific project being completed or an item appearing on a Council agenda, these efforts are an important part of building a stronger and more effective organization.

Overall, August was a month of continued progress on the organizational and relationship-building work that will support the City's priorities in the months ahead. Much of the work underway is laying the groundwork for more visible results as projects and initiatives continue to move forward.



Agenda Item: 13.A
Date of Meeting: September 14, 2026
Department: Public Works

STAFF REPORT

To: City Council
From: Nora Gamino
Subject: **Authorization to Negotiate with PACE Advanced Water Engineering for Consolidated Regional Wastewater Treatment Plant Design Services**
Prepared On: September 9, 2026

Background/History:

In December 2025, the City of Bishop received a \$2,411,000 Clean Water State Revolving Fund planning financing agreement from the State Water Resources Control Board for planning and preliminary design of a consolidated wastewater treatment facility serving the City of Bishop and the Eastern Sierra Community Services District. The City is the financing recipient and is responsible for grant oversight and consultant procurement on behalf of the Bishop Area Wastewater Authority (BAWA). The funded work includes environmental review, sewer rate studies, site surveying, geotechnical investigation, a basis of design report, and 30 percent plans and specifications.

Analysis/Discussion:

California Government Code section 4526, commonly known as the Mini-Brooks Act, requires public agencies to select architectural and engineering firms based on demonstrated competence and professional qualifications rather than price. Under this qualifications-based selection process, the agency issues a Request for Qualifications, evaluates and ranks the responding firms, and then negotiates the scope of services and compensation with the highest-ranked firm. If the agency cannot negotiate a satisfactory agreement at a fair and reasonable price, it formally terminates negotiations with that firm and may begin negotiations with the next-ranked firm, consistent with Government Code section 4528.

The Request for Qualifications was issued on March 5, 2026. By the April 23, 2026 deadline, the City received Statements of Qualifications from Ardurra, Carollo Engineers, PACE Advanced Water Engineering, and West Yost/Lumos. A three-member selection committee consisting of a City representative, an Eastern Sierra Community Services District representative, and the BAWA Assistant Administrator independently reviewed the submittals, developed follow-up questions, interviewed the three highest-ranked firms, and established the following final ranking:

1. PACE Advanced Water Engineering

2. West Yost
3. Carollo Engineers
4. Ardurra

The selection committee ranked PACE first based on the firm's overall qualifications, proposed project management team, and relevant experience designing and constructing mechanical activated-sludge treatment systems, including Aero-Mod secondary treatment, membrane bioreactor facilities, and other extended-aeration activated-sludge systems.

The BAWA Board reviewed the selection process and the committee's recommendation at two meetings. Following its review, the Board voted to recommend that the City Council authorize staff to negotiate a professional services agreement with PACE as the highest-ranked consultant.

Council approval of the recommended action would authorize staff to request a detailed scope of services and cost proposal from PACE and negotiate a detailed scope of services and a fair and reasonable fee consistent with the RFQ, applicable qualifications-based selection requirements, and the State financing agreement. This action does not award a contract or authorize expenditure of project funds. If negotiations are successful, staff will return to the City Council with a professional services agreement for consideration and approval. If the City and PACE cannot reach agreement, staff will return to the Council for direction before proceeding with another firm.

Impacts to Council Goals and Strategic Planning Priorities:

This action supports Objective 3.4 in the City's Strategic Plan by advancing the development of a sustainable and affordable wastewater collection and disposal system that meets applicable regulatory requirements.

Budget Impacts:

There is no direct budget impact associated with authorizing negotiations. Any proposed compensation and the applicable planning-financing budget will be identified when the negotiated professional services agreement is presented to the City Council for approval.

Legal Review:

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

Recommended Action:

Accept the selection committee's ranking of PACE Advanced Water Engineering as the highest-ranked consultant for Engineering Design Services for the Consolidated Regional Wastewater Treatment Plant and authorize staff to negotiate a professional services agreement with PACE. The negotiated agreement will be presented to the City Council for separate consideration and approval.

Approved By: Ethan Aukee 9/9/2026

Approved By: Alison Bishop 9/9/2026

Approved By: Dean Pucci 9/9/2026

Approved By: Pam Foster 9/10/2026



Agenda Item: 14.A

Date of Meeting: September 14, 2026

Department: Administration

STAFF REPORT

To: City Council
From: Pam Foster
Subject: **California High School Rodeo Association Request for \$40,000 Sponsorship for the 2027 State Finals Rodeo**
Attachments: CHSRA Request for Financial Support

Background/History:

The California High School Rodeo Association (CHSRA) is the California chapter of the National High School Rodeo Association and provides competitive rodeo opportunities for junior high and high school students throughout the state.

The CHSRA High School State Finals have been held in Bishop since 2005. The event brings the top high school rodeo competitors from throughout California to the Eastern Sierra Tri-County Fairgrounds for approximately one week each June.

More than 300 student athletes participate in the State Finals, with families and supporters traveling to Bishop for the event. The 2027 State Finals are scheduled for June 6–12, 2027.

The event has received \$25,000 from the City of Bishop in 2025.

Bishop has retained the State Finals through 2027.

Analysis/Discussion:

The CHSRA State Finals provide a significant economic-development benefit to Bishop. The event brings more than 300 families to the community for multiple days, generating overnight lodging, restaurant, retail, fuel and other local spending.

The week-long nature of the event is particularly valuable. Participants and families are staying in Bishop and spending money locally.

The event also generates some direct revenue to the City through transient occupancy tax and sales tax. More importantly, however, the majority of the economic benefit remains within the local business community.

Council may wish to consider whether to provide the full \$40,000 requested, provide a lesser

amount, or request additional information from CHSRA regarding its event budget and the specific use of City funds before making a decision.

If funding is approved, staff recommends that the City enter into an agreement with CHSRA identifying the use of funds and requiring basic post-event reporting.

Staff has reached out to the Tri-County Fairgrounds to better understand the increase in billing to the CHSRA but has not heard back as of time of agenda publication.

Impacts to Council Goals and Strategic Planning Priorities:

Having the CHSRA Finals in Bishop supports Council Goal 1.2 Support community spaces and local partnerships.

Budget Impacts:

Approval of the request would result in a \$40,000 General Fund expenditure.

The City will receive some direct revenue through transient occupancy tax and sales tax generated by visitor activity; however, the broader economic benefit to local businesses is expected to be greater than the City's direct tax revenue.

A FY 2026-27 budget adjustment will be required in the amount of any approved additional expense amount within GL account 001-019-52130.

Legal Review:

Attorney Pucci has reviewed this item and finds it complies with the law.

Recommended Action:

Consider providing a \$40,000 sponsorship to the California High School Rodeo Association (CHSRA) to support the 2027 High School State Finals Rodeo in Bishop.

Approved By: Ethan Aukee 9/9/2026

Approved By: Alison Bishop 9/9/2026

Approved By: Dean Pucci 9/10/2026

Approved By: Pam Foster 9/10/2026

**CALIFORNIA HIGH SCHOOL
RODEO ASSOCIATION**

EIN #95-3310490



REQUEST FOR FINANCIAL SUPPORT

California High School Rodeo State Finals

Presented to

City of Bishop, California

September 1, 2026

Submitted on behalf of the California High School Rodeo Association

Joel Church, National Director jlazythree@aol.com - 559-359-2080

September 1, 2026

City of Bishop
377 West Line Street
Bishop, California 93514

RE: Request for Financial Support - California High School Rodeo State Finals

Dear Mayor and Members of the City Council of the City of Bishop:

On behalf of the California High School Rodeo Association (CHSRA), thank you for allowing us the opportunity to request financial assistance from the City of Bishop. We are deeply grateful for the City's longstanding partnership, and the welcome Bishop has extended to our contestants, families, volunteers, and supporters. Bishop is an important part of the California State High School Rodeo Finals tradition.

CHSRA respectfully requests financial support to help keep the California High School Rodeo State Finals in Bishop and maintain the event on sound financial footing. As reflected in the invoices previously submitted to the city, the cost of producing the Finals has risen, with documented expenses nearly \$50,000 over and above the present contract in place with the Tri-County Fairgrounds. Those increases have created financial challenges for our organization.

Support at the highest level the city can provide - ideally in an amount commensurate with the documented costs, would make a meaningful difference. It would help offset the extraordinary event expenses identified in our invoices, protect the financial stability of the State Finals, and strengthen CHSRA's ability to continue holding this important statewide event in Bishop.

The State Finals bring hundreds of contestants and their families to Bishop for an extended stay. These visitors rely on local lodging, restaurants, fuel, retail businesses, and services. The event also brings young people, families, and communities from across California together in a great town, Bishop!!

We are not asking you to blindly pay the overage invoices as presented but, without meaningful assistance toward the increased costs, it will become increasingly difficult for CHSRA to keep the Finals financially sustainable in Bishop. Our strong preference is to preserve this partnership and continue building the event here, but doing so requires a workable financial foundation for both the Association and the community that hosts us.

We respectfully ask the City Council to fund this request at the greatest level available. We welcome the opportunity to answer questions, review the submitted invoices, and discuss support that will allow the California High School Rodeo State Finals to remain in Bishop for years to come.

Thank you for your consideration, your hospitality, and your continued support of California's high school rodeo athletes and families.

Respectfully submitted,

Joel Church
CHSRA National Director
jazythree@aol.com
559-359-2080



Invoice

Eastern Sierra Tri-County Fairgrounds
475 Sierra Street
Bishop, CA 95314
Phone 760-873-3588

Invoice Number: 04888
Invoice Date: 7/17/2026
Due Date: 7/17/2026
Invoice Total: **\$33,964.87**

California High School Rodeo Association
PO Box 279
Arroyo Grande, CA 93421

Customer Code: CHSRA

Item	Description	Quantity	Unit Price	Amount
Reimb	Reimbursable Revenue Channel Union 76	1	4,866.99	4,866.99
Reimb	Reimbursable Revenue Napa - DEF	1	250.02	250.02
Reimb	Reimbursable Revenue Cal Fire Permit	1	60.00	60.00
Reimb	Reimbursable Revenue Generator Rental	1	9,915.66	9,915.66
Reimb	Reimbursable Revenue Pilot Thomas	1	1,280.80	1,280.80
Reimb	Reimbursable Revenue UTV United Rentals	1	3,838.40	3,838.40
Reimb	Reimbursable Revenue PSS - Spider boxes and cables	1	13,753.00	13,753.00
				\$33,964.87

Thank you for your business!

Questions: please contact our Accounts Receivable Dept.
or Phone 760-873-3588

Net Invoice: **\$33,964.87**
Sales Tax: 0.00
Invoice Total: **\$33,964.87**



Invoice

Eastern Sierra Tri-County Fairgrounds
475 Sierra Street
Bishop, CA 93314
Phone 760-873-3588

Invoice Number: 04560
Invoice Date: 7/18/2025
Due Date: 7/18/2025
Invoice Total: **\$48,153.23**

California High School Rodeo Association
PO Box 279
Arroyo Grande, CA 93421

Customer Code: CHSRA

Item	Description	Quantity	Unit Price	Amount
ReimbRev	Reimbursable Revenue Cali Fire Permit	1	240.00	240.00
ReimbRev	Reimbursable Revenue Fuel Costs	1	4,576.42	4,576.42
ReimbRev	Reimbursable Revenue Cart Rental	1	5,420.53	5,420.53
ReimbRev	Reimbursable Revenue Sierra Lifeflight	1	12,625.00	12,625.00
ReimbRev	Reimbursable Revenue DEF - Napa	1	121.37	121.37
ReimbRev	Reimbursable Revenue Health Department Permit	1	283.00	283.00
ReimbRev	Reimbursable Revenue Stripe and paint for Camping	1	1,875.00	1,875.00
ReimbRev	Reimbursable Revenue PSS- Electric cables for camping	1	13,753.00	13,753.00
ReimbRev	Reimbursable Revenue Sunbelt - Generators	1	9,258.91	9,258.91
				\$48,153.23

Thank you for your business!

Questions: please contact our Accounts Receivable Dept.
or Phone 760-873-3588

Net Invoice: \$48,153.23
Sales Tax: 0.00
Invoice Total: **\$48,153.23**

From: CHSRA secretarychsra@gmail.com
Subject: 2026 Ambulance Invoice
Date: Aug 24, 2026 at 7:30:38 AM
To: jlazythree@aol.com

2026 Ambulance Invoice



INVOICE

Bill To: 18th District Agricultural Association
18th District Agricultural District
Tri-County Fair
475 Sierra St.
Bishop, CA 93514

Customer: 18th District Agricultural Ass

Billing Date: 06/19/2026
Date of Invoice: 06/27/2026
Invoice #: 3338

<u>Unit(s)</u>	<u>Charge Description</u>	<u>Total Charge Amount</u>
1.0	6hrs @ \$250- BLS standby- 6/7/26 (BU68762)	\$2,250.00
1.0	13.5hrs @ \$250- BLS standby- 6/8/26	\$3,375.00
1.0	10.5hrs @ \$250.00- BLS standby- 6/9/26	\$2,625.00
1.0	6 hrs @ \$350- ALS standby- 6/10/26	\$2,100.00
1.0	5hrs @ \$350- ALS standby- 6/11/26	\$1,750.00
1.0	4.75 hrs @ \$350- ALS standby - 6/12/26	\$1,682.50
1.0	3.25hrs @ \$350- ALS standby- 6/13/26	\$1,137.50



Charges: \$15,600.00 **Payments/Credits:** \$0.00 **Claim Balance:** \$15,600.00

Detach along line below and return stub with your payment. Thank you!

Bill To:
18th District Agricultural Association
Tri-County Fair
Bishop, CA 93514

Please Pay
This Amount: \$15,600.00
Current Date: 06/19/2026

Remit To:
CAL-ORE Life Flight LLC
PO Box 930
West Plains, MO 65775

Due Date: 07/19/2026
Amount
Enclosed: \$ _____

For questions please contact: 844-839-4661



Agenda Item: 14.B
Date of Meeting: September 14, 2026
Department: City Clerk

STAFF REPORT

To: City Council
From: Alison Bishop
Subject: **Planning and Parks & Recreation Commissions - City Council Screening Committee Appointments**
Prepared On: September 1, 2026
Attachments: PSA - Planning Commission Expiring Term Nov 2026
PSA - Parks & Recreation Commission Expiring Term Dec 2026
PSA - Parks & Recreation Commission Expiring Term Jan 2027

Background/History:

Three commission terms are scheduled to expire between November 2026 and January 2027, creating the following upcoming vacancies:

- Planning Commission – Seat currently held by Erik Leitch; next appointment term November 26, 2026, through March 25, 2030.
- Parks and Recreation Commission – Seat currently held by Lisa Manuelito; next appointment term December 11, 2026, through December 11, 2030.
- Parks and Recreation Commission – Seat currently held by John Weatherford; next appointment term January 11, 2027, through January 11, 2031.

Recruitment for the Planning Commission vacancy is currently underway. The City has placed notices for publication in the Inyo Register on September 3, September 10, September 17, and September 24, 2026, with applications due by 4:00 p.m. on Friday, October 2, 2026.

Recruitment for the two Parks and Recreation Commission vacancies is scheduled to begin at a later date, closer to the expiration of those terms. Those notices are anticipated to be published in the Inyo Register two months prior to term expirations, for a minimum of 3 weeks, with applications due by October 30 and December 4, 2026, respectively.

Analysis/Discussion:

Pursuant to Section 5.2 of the City of Bishop City Council Standards and Procedures Manual, a screening committee composed of two Councilmembers appointed by the Mayor and approved by the City Council, the City Administrator, and the staff member directly responsible

for the applicable commission will review the applications received for each vacancy. The screening committee may interview applicants and conduct reference checks as appropriate before making appointment recommendations to the City Council.

Impacts to Council Goals and Strategic Planning Priorities:

This item does not have any impacts to Council goals and strategic planning priorities.

Budget Impacts:

This item does not have any budget impacts.

Legal Review:

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

Recommended Action:

Approve the Mayor's appointment of two Councilmembers to serve on each of the following three screening committees. Different Councilmembers may be appointed to each committee:

- Planning Commission vacancy – Term ending March 25, 2030
- Parks and Recreation Commission vacancy – Term ending December 11, 2030
- Parks and Recreation Commission vacancy – Term ending January 11, 2031

Approved By: Pam Foster 9/3/2026

Approved By: Dean Pucci 9/4/2026

Approved By:

Approved By:

CITY OF BISHOP
PLANNING COMMISSION VACANCY

One seat on the Planning Commission will expire in November 2026. The City of Bishop is seeking persons interested in serving on this commission. All interested persons may contact Bishop City Hall at (760) 873-5863 Extension 124. Applications and descriptions of duties and responsibilities of the commission are available at City Hall, located at 377 West Line Street in Bishop, or on the City's website at <https://cityofbishop.ca.gov>. Applications will be accepted until 4:00 p.m. on Friday, October 2nd, 2026.

Publish: 9/3/2026; 9/10/2026; 9/17/2026; 9/24/2026

CITY OF BISHOP
PARKS AND RECREATION COMMISSION VACANCY

One seat on the Parks & Recreation Commission will expire in December 2026. The City of Bishop is seeking persons interested in serving on this commission. All interested persons may contact Bishop City Hall at (760) 873-5863 Extension 124. Applications and descriptions of duties and responsibilities of the commission are available at City Hall, located at 377 West Line Street in Bishop, or on the City's website at <https://cityofbishop.ca.gov>. Applications will be accepted until 4:00 p.m. on Friday, October 30th, 2026.

Publish: 10/1/2026; 10/8/2026; 10/15/2026; 10/22/2026

CITY OF BISHOP
PARKS AND RECREATION COMMISSION VACANCY

One seat on the Parks & Recreation Commission will expire in January 2027. The City of Bishop is seeking persons interested in serving on this commission. All interested persons may contact Bishop City Hall at (760) 873-5863 Extension 124. Applications and descriptions of duties and responsibilities of the commission are available at City Hall, located at 377 West Line Street in Bishop, or on the City's website at <https://cityofbishop.ca.gov>. Applications will be accepted until 4:00 p.m. on Friday, December 4th, 2026.

Publish: 11/5/2026; 11/12/2026; 11/19/2026;



Agenda Item: 14.C
Date of Meeting: September 14, 2026
Department: Administration

STAFF REPORT

To: City Council
From: Pam Foster
Subject: **Consideration and Approval of Joint Powers Agreement with Bishop Fire Protection District**
Attachments: Draft Agreement for Shared Management of Fire Services

Background/History:

The Bishop Fire Protection District and the City of Bishop have had a long-standing agreement to work together to provide fire services for the Greater Bishop Area. This agreement was most recently in the form of a Joint Powers Agreement dated July 1, 2019. This newly drafted agreement will replace the 2019 agreement and outlines a system in line with how the Fire Department and entities currently function.

At our July 27, 2026, meeting this agreement was discussed and Council asked that additional language regarding the roles of the Fire Protection District Board and City Council members be included.

The following sentence was added to the agreement in Section 5.A.

The Fire Chief receives administrative direction from the Fire Protection District Board and City Council only through formal action taken as a body (e.g., a vote in a properly noticed meeting) — no individual Board or Council member has authority to direct the Chief acting alone. The City Administrator may give the Chief specific direction individually, consistent with their administrative authority.

This agreement was reviewed approved by the Bishop Fire Protection District at their meeting on September 3, 2026.

Analysis/Discussion:

Fire Chief Russell, Finance Director Aukee, and City Administrator Foster have worked with legal counsel from both agencies to draft this new agreement that better describes the relationship that exists between the District and the City. We believe that this structure maintains the intent of previous agreements, while addressing operational and fiscal realities of each agency.

Additionally, this agreement allows for more flexibility in operating while further evaluation and analysis related to the District's options for expanded service areas or the ability to charge for services.

Impacts to Council Goals and Strategic Planning Priorities:

This agreement takes steps toward Strategic Plan Objective 5.1 - Develop a Fire Department strategic plan with the Bishop RFPD. And fulfills Strategic Plan Objective 5.5 - Form a Joint Powers Authority with the Bishop RFPD - although it has been determined that a Joint Powers Authority is not the recommended model.

Budget Impacts:

There are no budgetary impacts associated with approving this agreement.

Legal Review:

City Attorney Pucci has reviewed this agreement and deems it appropriate.

Recommended Action:

Review and Approve the Agreement for Shared Management of Fire Services with the Bishop Fire Protection District.

Approved By: Ethan Aukee 9/3/2026

Approved By: Alison Bishop 9/4/2026

Approved By: Dean Pucci 9/4/2026

Approved By: Pam Foster 9/9/2026

AGREEMENT FOR SHARED MANAGEMENT OF FIRE SERVICES

This Joint Powers Agreement (“Agreement” or “JPA”) is effective as of _____, 2026 (“Effective Date”), by and between the City of Bishop, a California general law municipal corporation (“City”), and the Bishop Fire Protection District, a California fire protection district formed pursuant to Health and Safety Code Sections 13800 et seq. (“District”). The City and District are referred to collectively as the “Parties” and individually as a “Party,” each organized and existing under the laws of the State of California.

WITNESSETH:

WHEREAS, each Party is empowered by law to acquire sites, construct, equip, staff, maintain, operate, and lease public buildings and related facilities for the provision of fire, medical, and other emergency services; and

WHEREAS, the Parties desire to maximize use of their existing resources, create cost-containment opportunities, reduce duplication, maintain local control, and continue to deliver fire, medical, and other emergency services at a consistently high standard; and

WHEREAS, the Parties wish to accomplish these purposes by jointly exercising their common powers in partnership with each other as set forth in this Agreement; and

WHEREAS, the Parties entered into a joint powers agreement for Shared Management of Fire Departments dated July 1, 2019 (“2019 Agreement”), and now desire to supersede and replace the 2019 Agreement in its entirety with this Agreement; and

WHEREAS, the Parties are authorized to jointly exercise their powers pursuant to Article 1, Chapter 5, Division 7, Title 1, Sections 6500 through 6530 of the California Government Code; and

WHEREAS, Pursuant to Government Code section 56133(e)(4), the Parties’ entry into this JPA does not require approval of the Local Agency Formation Commission.

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

Section 1. Purpose

This Agreement is made pursuant to the Joint Exercise of Powers Act, codified in California Government Code section 6500 et seq. (the “Act”) to permit the joint exercise of powers common to the Parties.

The purpose of this Agreement is to jointly manage, equip, maintain, and operate fire, medical, and other emergency services for the benefit of the Parties and the communities they serve. Such purpose shall be accomplished, and such common powers exercised, in partnership with each other as set forth in this Agreement.

The Parties agree to use the designation "Bishop Fire Department" to identify the shared entity that will provide the services outlined under this Agreement, including on equipment, uniforms, buildings, letterhead, and directories. The use of such designation shall not be deemed to create a separate legal entity, alter the liability of the Parties, or modify the contractual obligations of the Parties under this Agreement or any other agreements.

All preexisting obligations, rights, and privileges of the Parties shall continue, subject to the terms and conditions of this Agreement.

Section 2. Services Provided

The Parties shall jointly coordinate an emergency response system that includes structural firefighting, wildland firefighting, public education, hazardous materials response, emergency medical services (EMS), disaster response, rescue operations, fire prevention inspections, fire threat mitigation efforts, fire investigations, and related public safety, managerial, and administrative services provided by the Bishop Fire Department. All such services shall be provided by the Bishop Fire Department to the extent and in the manner consistent with this Agreement and the Parties' approved annual budgets.

Section 3. Joint Exercise of Powers; Preservation of Separate Authority

The Parties acknowledge that the administrative, operational, financial, and management services provided pursuant to this Agreement are intended to promote efficiency, maximize resources, reduce duplication, and maintain local control through the cooperative exercise of their common powers.

The delegation of functions contemplated by this Agreement is intended to facilitate the exercise of the powers and responsibilities of each Party and shall not be construed as transferring, surrendering, or diminishing those powers, duties, and responsibilities reserved to either Party by law or expressly reserved by this Agreement.

Nothing contained herein shall be construed to merge the Parties or otherwise alter their separate legal existence. This Agreement shall be interpreted to promote the cooperative and joint exercise of powers contemplated herein while preserving the separate legal existence of and governing authority of each Party.

Section 4. Term

This Agreement shall become effective on _____, and shall remain in full force and effect until terminated in accordance with Sections 7 or 8 of this Agreement.

Section 5. Key Management Services

The following management personnel and services ("Key Management Personnel/Services") are subject to this Agreement:

A. Fire Chief

1. Scope of Services

The Fire Chief shall provide overall administration and oversight of the Bishop Fire Department in accordance with this Agreement, applicable law, local ordinances, and professional standards for fire service leadership.

In performing services for the District under this Agreement, the Fire Chief shall carry out the duties and responsibilities set forth in the City of Bishop Fire Chief job description, as adopted and amended by the City from time to time, which is incorporated herein by this reference as though fully set forth. To the extent those duties relate to the Bishop Fire Department and the District's fire protection services, the Fire Chief shall perform them as an officer of and for the benefit of the District, consistent with the policies and priorities established by the Fire Chief and the District Commission.

2. The Fire Chief receives administrative direction from the Fire Protection District Board and City Council only through formal action taken as a body (e.g., a vote in a properly noticed meeting) – no individual Board or Council member has authority to direct the Chief acting alone. The City Administrator may give the Chief specific direction individually, consistent with their administrative authority. Annual Evaluation of Services.

The District Commission may annually evaluate the Fire Chief's performance of services under this Agreement, addressing service delivery, responsiveness, policy implementation, budget development execution and such other service-related matters as the District Commission deems appropriate. The evaluation process shall comply with the Ralph M. Brown Act and be transmitted to the City Administrator by a date agreed upon by the Parties.

Should the District Commission exercise its option to evaluate the Fire Chief's performance pursuant to this Agreement, the City shall thereafter incorporate the

District's evaluation as a named, substantive component of its own annual performance review of the Fire Chief.

3. Compensation and Cost Allocation.

The Cost Apportionment Plan, as defined in Section 6. below, shall reflect the Fire Chief's projected total compensation for the coming fiscal year, to the extent known and permissible to disclose consistent with applicable law. If the Fire Chief's compensation is adjusted during a fiscal year in a manner not reflected in the adopted Plan, the City shall notify the District as soon as practicable. The Parties shall address any resulting budget impact through their respective budget processes and, if necessary, an amendment to the Cost Apportionment Plan. Nothing herein shall require the City to delay or modify any compensation decision affecting the Fire Chief.

B. Financial and Administrative Services

The City shall provide financial and administrative support services to the District for the term of this Agreement, including accounts payable, procurement, billing and accounts receivable, general accounting and reporting, budget development and monitoring, and other general services such as human resources and city clerk support.

The City shall perform these services in compliance with applicable state, federal and local laws, policies, procedures, and regulations. The District shall remain responsible for understanding the financial and administrative information and activities performed by the City under this Agreement. The City performs these services as a service provider, not as the District's agent, and the Parties agree that the City does not assume a fiduciary duty to the District.

The District shall compensate the City for all financial and administrative services provided. Compensation amounts and billing frequency shall be established by the City using documented cost-allocation methods in compliance with applicable laws and regulations. All such methods and charges shall be subject to review as part of the City's annual financial audit.

The Parties acknowledge and agree that the District intends to rely upon the City's administrative infrastructure and personnel in lieu of maintaining duplicative administrative systems or staffing. Consistent with that intent, the District shall not, during the term of this Agreement, independently employ, contract for, or otherwise retain a separate individual or entity to perform the administrative and operational functions assigned to the Fire Chief under Section 5(a)(1), except as mutually agreed upon in writing by the Parties or upon termination of this Agreement in accordance with Section 9.

Nothing in this Agreement shall, however, prohibit the District from employing or retaining its own personnel or contractors for purposes other than those expressly assigned to the Fire Chief under Section 5(a)(1), nor shall anything herein preclude the City from providing additional administrative, financial, technical, or professional services to the District beyond those contemplated herein. The costs of any such additional City services shall be recovered through the Cost Apportionment Plan or through such other reimbursement arrangements as the Parties may mutually agree upon in writing.

If either Party determines that a change in District personnel, contractors, or service responsibilities materially affects the scope or cost allocations contemplated by this Agreement, it shall notify the other Party in writing and the Parties shall work cooperatively and in good faith to address any resulting impacts and to consider such amendments to this Agreement as may be mutually agreed upon and necessary to accommodate such changes.

Section 6. Budget and Cost Apportionment Plan

Following the principles set forth in Exhibit A, which is incorporated herein by this reference, each Party, through its annual budget adoption process, shall determine the expenditures and costs to be shared under this Agreement (the "Cost Apportionment Plan"). The Cost Apportionment Plan shall be prepared jointly by the Fire Chief, the City Administrator, and the City Finance Director, and submitted to the Parties for review. The Cost Apportionment Plan shall consist of the separately adopted budgets of each Party for the applicable fiscal year and shall be developed in accordance with the cost-sharing principles set forth in Exhibit A.

No Party shall be required to limit or reduce its expenditure solely because the other Party elects to do so, and each Party may authorize additional expenditures as necessary to maintain the services provided pursuant to Section 2 of this Agreement. The Parties agree that Bishop Fire Department operating expenditures shall generally be shared equally. However, during any fiscal year in which this Agreement is in effect, if the level of service required under Section 2 results in operating expenditures such that one-half of those expenditures exceeds the District's annual revenue net of interest earnings, the District shall contribute an amount equal to its annual revenue net of interest earnings toward operating expenditures.

In any fiscal year in which either Party contributes more than one-half of operating expenditures pursuant to this Section, the Party whose contribution is lesser than the other shall make good-faith efforts to evaluate and pursue reasonable opportunities to contain costs or to increase revenues to support its proportional share of operating expenditures in future fiscal years. Such efforts may include, but are not limited to, reviewing existing revenue sources, identifying potential new revenue sources

consistent with applicable laws and policies, and assessing whether adjustments to existing revenue rates, rate structures, or service area boundaries are warranted. Nothing in this paragraph obligates the either Party to adopt any specific revenue measure; however, the Parties shall actively and in good faith engage in such evaluations and efforts to ensure the Bishop Fire Department operating expenditures are generally shared equally pursuant to this Agreement.

The Fire Chief, City Administrator, and City Finance Director shall have the authority to fully implement the approved budgets and Cost Apportionment Plan and may recommend expenditures, transfers, or adjustments within the amounts authorized therein . The Fire Chief shall have the authority to exceed Cost Apportionment Plan personnel expense allocations only for temporary, strike team, or emergency positions, whether in number, classification, or salary.

The Fire Chief, City Administrator, and City Finance Director may recommend adjustments to the Cost Apportionment Plan. Any adjustment materially affecting the budget or financial obligations of a Party shall require the approval of that Party's governing board. The Parties shall cooperate in good faith to address any adjustments having material impacts on the other Party or the services provided pursuant to this Agreement.

Section 7. Services to Other Agencies and Communities

The Fire Chief, District Commission, the City Administrator, and the City Finance Director may recommend that the Parties provide fire, medical, or other emergency services to agencies and/or communities that are not Parties to this Agreement. Such recommendations shall be presented to the City Council and the District Commission for their consideration.

Such services may be provided only with the concurrence of the City Council and District Commission, and upon the execution of an amendment to this Agreement by all Parties, including any additional participating agencies or communities. Charges for such services shall be established in accordance with the authority granted under Government Code section 55631 et seq.

Section 8. Withdrawal: Termination

A Party may withdraw from this Agreement without penalty upon providing a minimum of eighteen (18) months' written notice, with withdrawal effective on July 1 unless otherwise agreed to in writing by all Parties. The withdrawing Party shall continue to perform all obligations under this Agreement through the effective date of withdrawal. A withdrawing Party shall remain responsible for fulfilling all obligations, including financial obligations, that accrued prior to the effective withdrawal date.

Section 9. Dissolution

This Agreement shall terminate if the number of Parties to the Agreement becomes fewer than two, or if all Parties unanimously agree in writing to terminate the Agreement. If the Parties have accumulated any assets related to the shared management of fire, medical, or other emergency services prior to termination, such assets shall be distributed among the Parties in proportion to their respective contributions, or as the Parties may otherwise mutually agree.

Section 10. Amendment to Agreement

The Fire Chief, the City Administrator, the City Finance Director, or either Party may recommend an amendment to this Agreement. This Agreement may be amended only upon the approval of all Parties. A proposed amendment shall be forwarded, together with its recommendation, to the legislative body of each Party. The proposal shall be accompanied by the full text of the proposed amendment, which shall be adopted, executed, and returned to the Fire Chief, the City Administrator, or the City Finance Director if the Party approves the amendment.

Section 11. Additional Parties to the Agreement

Agencies, as defined in the Act, that are not Parties to this Agreement may become Parties only by amendment to this Agreement and upon the approval of all existing Parties.

Section 12. Notices

Whenever notice or other communication is permitted or required under this Agreement, it shall be deemed given when personally delivered; when received, if delivered by overnight courier or by email with written acknowledgment of receipt; or forty-eight (48) hours after deposit in the United States mail, first-class postage prepaid, addressed as follows:

To City:

**City of Bishop
PO Box 1236
Bishop, CA 93515
Attn: Mayor and City Administrator**

To District:

**Bishop Fire Protection District
PO Box 1236
Bishop, CA 93515
Attn: Commission Chair**

A Party may change its notice address or email address by providing notice of the change in accordance with this Section.

Section 13. Severability

If any part, term, portion, or provision of this Agreement, or its application to any person or circumstance, is held to be invalid, unenforceable, or in conflict with State or Federal law, the validity of the remaining parts, terms, portions, or provisions, and their application to other persons or circumstances, shall not be affected, provided that the remaining provisions can be construed to carry out the intent of the Parties in entering into this Agreement.

Section 14. Hold Harmless and Indemnity

Each Party shall defend, indemnify, and hold the other Party harmless from any and all claims, liabilities, losses, damages, expenses, and attorneys' fees arising out of the negligent acts, errors, omissions, or willful misconduct of the indemnifying Party, its officers, employees, or agents, but only in proportion to and to the extent caused by such acts or omissions.

Each Party shall be responsible for defending itself against any claim, action, or proceeding arising out of the concurrent acts or omissions of its own employees. In such cases, each Party shall retain its own legal counsel, bear its own defense costs, and waive any right to seek reimbursement of such costs from the other Party.

Notwithstanding the foregoing, if a trial verdict or arbitration award allocates comparative fault among the Parties, the Parties may seek reimbursement or reallocation of defense costs, settlement payments, judgments, or awards consistent with that allocation.

As required by Section 15 of this Agreement, the City shall provide workers' compensation coverage for injuries sustained in the normal course and scope of employment by employees of either party performing services under this Agreement. The Parties mutually waive any right of subrogation against each other arising from losses subject to workers' compensation coverage.

The Parties acknowledge that the "firefighter's rule" (primary assumption of risk) generally prevents public safety officers employed by one agency from asserting liability claims against another agency for injuries incurred in the line of duty. To the extent any such claim or action is brought by an employee of one Party against another Party, the employing Party shall indemnify the other Party for any resulting claims, actions, or losses.

Section 15. Legal Representation and Advice

Each Party shall seek legal counsel from its own designated legal representative regarding matters arising under this Agreement. If a legal matter concerns two or more Parties and joint representation would provide mutual benefit, the Parties may agree to be represented by the same legal counsel, provided no conflict of interest exists. The

Parties may also agree on an allocation of legal costs for such joint representation, as permitted by law.

When two or more Parties are represented by the same legal counsel, no Party may bind any other Party to a settlement agreement without the written consent of the other Party.

Section 16. Insurance

Each Party shall maintain a program of insurance sufficient to cover its indemnification obligations under this Agreement. Without limiting the foregoing and in addition to it, each Party shall secure and maintain the following insurance coverage throughout the term of this Agreement.

City Responsibilities

The City shall be responsible for:

- All liability and workers' compensation coverage for all employees of the Bishop Fire Department;
- Liability and workers' compensation coverage for all volunteer firefighters; and
- All-risk property coverage for Station 1 located at 209 West Line Street.

District Responsibilities

The District shall be responsible for:

- All-risk property coverage for the Fire Training Facility and for all District-owned fire stations;
- Auto physical damage coverage for all City- and District-owned Bishop Fire Department vehicles; and
- Liability coverage for the District Commission and such workers' compensation coverage as may be required by law..

Liability Coverage

The District shall maintain general and automobile liability coverage in the amount of \$10,000,000 and shall name the City of Bishop as an additional insured or additional protected party.

The City shall maintain general and automobile liability coverage in the amount of \$15,000,000 and shall name the Bishop Fire Protection District as an additional insured or additional protected party.

Workers' Compensation Coverage

Each Party shall maintain workers' compensation insurance (statutory limits) and employer's liability coverage with limits of at least \$1,000,000.

Other Provisions

Each Party shall provide the other Party with certificates of insurance or an evidence-of-coverage letter demonstrating compliance with this Section, including a waiver of subrogation endorsement for workers' compensation coverage.

The City shall endorse its general liability policies to name the Bishop Fire Protection District and its officers, officials, employees, volunteers, and agents as additional insureds or additional protected parties. The District shall endorse its general liability policies to name the City of Bishop and its officers, officials, employees, volunteers, and agents as additional insureds or additional protected parties.

Section 17. Mediation

If any dispute arises under this Agreement, any Party may request that the matter be submitted to mediation. The Parties shall participate in mediation within forty-five (45) days of such a request. The mediator shall be selected by mutual agreement of the Parties; if the Parties cannot agree, each Party shall submit one name from a list of mediators provided by an agreed-upon service, and the mediator shall be selected by a blind draw.

The cost of mediation shall be shared equally among the Parties. No Party shall be deemed a prevailing Party for purposes of mediation, and no Party may initiate legal action arising out of this Agreement without first participating in mediation and making a good-faith attempt to reach resolution.

Once commenced through an initial meeting with the mediator, the mediation process shall not exceed ninety (90) days unless extended in writing by the Parties.

Section 18. Additional Documents and Agreement

The Parties agree to cooperate in the preparation and execution of any additional documents or agreements that may be necessary to carry out the terms, purposes, and intent of this Agreement.

Section 19. Successors

This Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns, including their directors, officers, employees, agents, and authorized representatives, whether individually or collectively.

Section 20. Warranty of Legal Authority

Each Party warrants and represents that it has the legal authority to enter into this Agreement and to perform the obligations required of it under this Agreement. If any

Party is found to lack such authority or becomes legally prevented by a court of competent jurisdiction from performing its obligations, this Agreement shall be void.

Section 21. Assignment/Delegation

Neither Party shall assign, subcontract, delegate, or otherwise transfer any interest in this Agreement, or any duty or obligation arising under it, without the prior written consent of the other Party. Any attempted assignment or transfer without such consent shall be void and of no legal effect.

Section 22. No Third-Party Beneficiary

This Agreement is for the sole benefit of the Parties and shall not be construed to create any rights in, or to grant any benefits to, any third party. No third party shall have any right of action or claim arising from this Agreement.

Section 23. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

Section 24. Agreement Controlling

If any conflict arises between the provisions of this Agreement and the provisions of any Exhibit attached hereto, the provisions of this Agreement shall control.

Section 25. Entire Agreement

This Agreement constitutes the final, complete, and exclusive statement of the agreement between the Parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous agreements, whether written or oral, including but not limited to the 2019 Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

CITY OF BISHOP

Approved to Form:

Dean J. Pucci, City Attorney

By:

Its: Mayor

Attest:

Robin Picken, City Clerk

BISHOP FIRE PROTECTION DISTRICT

Approved to Form:

By:

John Carl Vallejo, County Counsel

Its: Board Chair

Attest:

Its: Commission Member

EXHIBIT A

Cost Sharing Principles

The purpose of this Exhibit A is to set forth the general principles and methods used to allocate costs between the Parties under this Agreement. Each Party may have obligations or expenditures that are not appropriate for funding by the other Party, and this Exhibit identifies the classifications and cost-sharing approaches that apply to each expenditure category.

Cost-sharing determinations may involve managerial accounting estimates, rounding conventions, or timing differences that may result in minor variances. If an obligation to incur an expenditure arises under this Agreement and no specific cost-sharing principle is clearly identified for that expenditure, the default cost-sharing principle shall be an equal (50/50) allocation between the Parties.

Accounting Basis Considerations

The City accounts for its expenditures on a modified accrual basis, while the District accounts for its expenditures on a modified cash basis. Because these differing bases of accounting affect the timing of expenditure recognition, the Parties may record shared costs in different periods. These timing differences do not affect the underlying cost-sharing obligations or the proportional allocation of expenditures established by this Exhibit A. All cost-sharing determinations shall be based on the expenditure classifications and allocation principles set forth in this Exhibit, regardless of the timing of recognition in either Party's financial statements.

The subsequent pages of this Exhibit A identify the expenditure titles used by the Bishop Fire Department, the accounting classifications associated with each title, and the specific principles that govern the allocation of each expenditure between the Parties.

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