



# CITY OF BISHOP

## CITY COUNCIL MEETING

City Council Chambers - 301 West Line Street - Bishop, California  
MONDAY, NOVEMBER 27, 2023 - 6:00 PM

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

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

1. Attending this meeting in person at the City of Bishop City Council Chambers located at 301 West Line Street in Bishop, California.
2. Observing this meeting live from the City of Bishop website at: [https://www.cityofbishop.com/government/city\\_council/index.php](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](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 2:00 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, November 27, 2023**
2. **MOMENT OF SILENCE** - As we begin another meeting tonight, let us pause for a brief moment of silence to individually reflect, meditate, pray, or engage in other silent activity.

3. **PLEDGE OF ALLEGIANCE** - Councilmember Muchovej 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. **DEPARTMENT REPORTS**  
Updates on department activities will be given by the Department Heads and/or their staff.
  - A. Fire Department - Fire Chief Bret Russell
  - B. Police Department - Police Chief Nate Derr
  - C. Public Works Department - Public Works Director Nora Gamino
  - D. Community Services Department - Community Services Manager Dan McElroy
  - E. Administration - City Administrator Deston Dishion
7. **PROCLAMATIONS**
  - A. Proclamation - Home Health and Hospice Care Week December 4, 2023 – December 8, 2023 – Requested by Pioneer Home Health Care, Inc./Hospice of the Owens Valley Administrator Ruby Allen, RN.  
[Proclamation Home Health Hospice Week 2023 11 27.pdf](#)
8. **BISHOP AREA CHAMBER OF COMMERCE & INFORMATION CENTER UPDATE**  
Prepared and presented by Bishop Area Chamber of Commerce and Information Center Executive Director Tawni Thomson.
  - A. Bishop Area Chamber of Commerce and Information Center Update Report  
[BACC&IC Report - November 27 2023](#)
9. **COUNTY OF INYO UPDATE**  
Presented by Second District Supervisor Jeff Griffiths.

#### **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.

10. **CONSENT CALENDAR FOR APPROVAL/FILING**
  - A. **Monthly Budget Report for the Month of October 2023**  
[Monthly Budget Report for the Month of October 2023](#)
  - B. **Financial Reports for the Month of October 2023**  
[Bank Reconciliation Report - October 2023](#)  
[Combined Cash Report - October 2023](#)  
[Investment Portfolio Report - October 2023](#)

C. **Capital Equipment Replacement, Vacuum Truck**

**Recommended Action:** Council to approve the Purchase Order for a new Vactor iMPACT Truck from Haaker Equipment Company through the Sourcewell Cooperative Purchasing Agreement in a not-to-exceed amount of \$449,232.11.

[Vactor Impact Brochure](#)

[Vactor Impact Quote](#)

11. **CONSENT CALENDAR FOR INFORMATION/FILING**

A. **Planning Commission Meeting Agenda**

[November 28, 2023 - Cancelled](#)

12. **NEW BUSINESS**

A. **Recommended List of Grant in Support Awards**

**Recommended Action:** Council consideration to award grants in support as recommended by the Grant in Support Ad Hoc Committee.

[Recommended List of Awards for Grants in Support 2023-2024](#)

B. **Front Playground Replacement Project**

**Recommended Action:**

- Council to waive formal bidding procedures pursuant to Municipal Code Section 3.24.16 (A) and approve the purchase and installation of the front playground in an amount not to exceed \$115,218.48.
- Execute the Construction Agreement with PlayCore Wisconsin Inc. dba GameTime for the Front Playground Replacement Project.

[City of Bishop GameTime Construction Agreement](#)

[Front Playground Scope of Service](#)

[Proof of Insurance GameTime](#)

C. **Building Permitting and Inspection Memorandum of Understanding with Inyo County, Amendment 3**

**Recommended Action:** Council to approve Amendment 3 to the Memorandum of Understanding Between the City of Bishop and Inyo County for Building Permitting and Inspection.

[Amendment 3\\_Inyo Co MOU Building Permitting and Inspection](#)

[Inyo Co MOU Building Permitting and Inspection](#)

[OpenGov Permitting Proposal](#)

[OpenGov Quote for Inyo County](#)

[OpenGov Master Service Agreement](#)

13. **FUTURE AGENDA ITEMS**

14. **COUNCIL AND COMMITTEE REPORTS**

15. **ADJOURNMENT**

Monday, December 11, 2023 at 6:00 p.m. Regular Meeting in the City Council Chambers



## A PROCLAMATION BY THE BISHOP CITY COUNCIL

### HOME HEALTH AND HOSPICE CARE WEEK DECEMBER 4, 2023 – DECEMBER 8, 2023

**WHEREAS**, home health care providers in Bishop belong to a proud tradition that has existed in this country for more than a century, as a cost effective and humane alternative to institutional care; and

**WHEREAS**, quality hospice care reaffirms our belief in the essential dignity of every person, regardless of age, health, or social status, and that every stage of human life deserves to be treated with the utmost respect and care; and

**WHEREAS**, home care services allow individuals to remain in the privacy and comfort of their own home. The majority of home health clients are seniors, but services are also available to others needing assistance such as those recovering from illness or injury, or those with disabilities; and

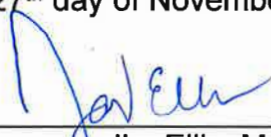
**WHEREAS**, consumer preference for home care has been well documented. Home care allows an individual to receive care in familiar surroundings, with loved ones close at hand. Home care services provide the individual with respect and privacy in the comfort of their home. This is a tremendous benefit in maintaining their dignity, independence, and overall sense of well-being; and

**WHEREAS**, at the end of life, through quality symptom control, caregiver training and assistance, and emotional and spiritual support, individuals are able to remain at home and live as fully as possible through the journey at life's end. Hospice care is life affirming, compassionate care, for both the patient and their loved ones; and

**WHEREAS**, home health and hospice care professionals – including physicians, nurses, social workers, therapists, counselors, health aides, chaplain, and volunteers – provide comprehensive and compassionate care. Home care support services provides attendant care to assist with activities of daily living; and

**THEREFORE**, in recognition of these many hours of devoted service, I, Jim Ellis, Mayor of the City of Bishop, along with the entire City Council do hereby proclaim December 4, 2023 through December 8, 2023 as HOME HEALTH AND HOSPICE CARE WEEK in the City of Bishop.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Bishop to be affixed on the 27<sup>th</sup> day of November 2023.



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Jim Ellis, Mayor  
CITY OF BISHOP



Bishop Area Chamber of Commerce & Information Center  
**Report to Bishop City Council for Monday November 27, 2023**  
Prepared by: Tawni Thomson, Executive Director

**BISHOP INFORMATION CENTER/OTHER DESTINATION DEVELOPMENT PROGRAMS:**

**Information Center:** Autumn has been very busy in the information center. 2,891 guest engagements in October, up 8% over last year. November is typically a little quieter – 834 guest engagements this month so far. We have transitioned to a 6-day per week schedule, closed on Sundays now. We do this to conserve resources so we can be open longer hours and 7 days per week during the busier summer season. Some guest hosts will be collecting surveys at Bishop Airport beginning mid-December; staff time will be reimbursed by MLT.

**Online Engagements for October:**

- Organic Facebook: 23 posts, 1.6M reach, 17.7K likes, 1.6K shares, 421 new followers. 60K total.
- Organic Instagram: 13 posts, 175K reach, 17.3k likes, 159 comments, 462 new followers, 37K total.
- YouTube Channel is gaining traction. Only 280 subscribers so far (gained 23 in October). 35.5 K views, 33.3K impressions and 406 hours of viewing time. Fall color foliage shorts and the Bishop Time Capsule video are most popular.
- Paid Social ads had 1.1 million impressions with 6,641 link clicks.
- Paid Google Search ads had 98,178 impressions with 5,436 clicks.
- Bishopvisitor.com had 36,795 active users with 76,750 pageviews. Top pages were those related to fall colors and fishing.

**E-newsletter:**

November 10 Visitor E-newsletter was sent to over 40K subscribers with a 42% open rate. 882 people clicked through to the website and 94 requested the Bishop Visitor Guide Magazine.

**Upcoming Projects for Visit Bishop:**

-Website Redesign: reviewing proposals now from developers, plan to approve contract in December and start work early January.

**New Window/Mirror Cling for Bishop Hotels:** Printed locally featuring QR code that links to [www.bishopvisitor.com](http://www.bishopvisitor.com).

-Logistics for Upcoming Out of the Area Travel Events: Booth reservations, staff/volunteer schedules, materials, travel & lodging.

- International Sportsman's Expo in Sacramento (January)
- Bart Hall Sport Shows in Long Beach (January) and Del Mar (February)
- LA Travel & Adventure (February)
- PCS Fishing Show in Anaheim (March)
- Visit California Outlook Forum (March)
- Bay Area Travel & Adventure (March)
- US Travel Association IPW Conference in Los Angeles (May)

**Lodging Statistics:** October average occupancy was 84%. ADR was \$152. As expected, things have slowed a bit in November, but occupancy is in line with last year at about 67%.

## CHAMBER OF COMMERCE/LOCAL COMMUNITY MATTERS:

**Small Business Saturday 11/25:** New campaign this year for the Bishop Chamber. We have a map that was created by staff to highlight chamber-member boutiques, galleries, and specialty shops. We contacted those businesses to see which would be offering specials for Small Business Saturday and then placed ads on local radio and print media highlighting those specific businesses. We hope it was helpful for the shops and we are certain they appreciated the extra free marketing.

**Snowflakes:** Bishop Chamber coordinated with City Park Crew, CalTrans and LADWP to get permits, insurance, and installation of the snowflakes. And we purchased \$600 worth of replacement light bulbs. Thanks to all who helped!

**Community Christmas Parade:** Saturday, 12/2. Start time is 4:30. Start at South Street, end at Bishop City Park. Rotary Santa Mile will start at Bishop Chamber at 4:15 pm and go opposite direction before the parade. Tree lighting ceremony in front of park immediately following parade. Santa will visit with kids after the parade in the gazebo at front of park until 6:30 pm. Academy Street Party with live music and vendors 6-8:30 pm. We are encouraging all downtown shops and restaurants to stay open late.

Note: Some people refer to the event as the “Chamber Christmas Parade,” but we really can’t take credit for the whole thing and it’s not a fundraiser or benefit for our organization. The Chamber does take the lead in getting the necessary permits and insurance, and we do sign up the participants and buy the trophies, but there are so many people behind the scenes that make the parade possible. City of Bishop Public Works, Parks & Rec, Police and Fire along with CHP and CalTrans work extra hard to make sure the detour is in place, and everyone is safe. Dozens of volunteers direct traffic and help with other event details. The Bishop Chamber staff and volunteer board members are happy to work alongside all the other great people that make this wonderful evening possible.

**Railroad Express:** Saturday 12/9, 10am-3pm at Laws Railroad Museum & Historical Site. Train rides, wagon rides, cookie decorating, hot cocoa, s’mores, ornament making, free books thanks to Altrusa and visits with Santa. Tickets are available now on Eventbrite or day of event at Laws.

**Holiday Mixer:** Thursday, 12/14, 5-7pm at High Country Lumber. Great food, beverages, raffle prizes and great company. Everyone is welcome.

**Shop Local Raffle:** Will deliver raffle boxes to participating merchants this week and begin advertising first week in December.

# Monthly Budget Report for the Month of October 2023

## General Fund- Revenue

| 10/31/2023    | Revenue                      | Actual     | Approved Budget | Percent Received |
|---------------|------------------------------|------------|-----------------|------------------|
| 001-000-31010 | PROPERTY TAXES SECURED       | -          | 540,000.00      | 0%               |
| 001-000-31020 | PROPERTY TAXES UNSECURED     | -          | 45,000.00       | 0%               |
| 001-000-31030 | PROPERTY TAXES PRIOR YR.     | -          | 10,000.00       | 0%               |
| 001-000-31050 | PROPERTY TAX HOMEOWNERS      | -          | 1,000.00        | 0%               |
| 001-000-31060 | PROP TAX MISC                | -          | 21,000.00       | 0%               |
| 001-000-31065 | VLF SWAP/PROP TX IN LIEU     | -          | 350,000.00      | 0%               |
| 001-000-31066 | VEHICLE LIC FEE IN EXCESS    | -          | 3,700.00        | 0%               |
| 001-000-31120 | SALES TAX                    | 792,994.67 | 5,000,000.00    | 16%              |
| 001-000-31126 | DWP WTR AGREEMENT PAYMNT     | 232,799.00 | 232,799.00      | 100%             |
| 001-000-31128 | SALES TX 1/2%-PUBLIC SAF     | -          | 10,000.00       | 0%               |
| 001-000-31130 | TRANSIENT OCCUPANCY TAX      | 611,859.19 | 2,750,000.00    | 22%              |
| 001-000-31131 | TOT PENALTIES                | -          | -               | 0%               |
| 001-000-31132 | TOT PRIOR YR                 | 54,408.30  | -               | 0%               |
| 001-000-31150 | REAL PROPERTY TRANSFER       | 2,351.81   | 8,500.00        | 28%              |
| 001-000-32010 | BUSINESS LICENSES            | (701.20)   | 62,000.00       | -1%              |
| 001-000-32011 | BL PENALTIES                 | -          | -               | 0%               |
| 001-000-32015 | SHORT-TERM RENTALS           | 150.00     | 1,500.00        | 10%              |
| 001-000-32020 | SB 1186/ADA                  | -          | -               | 0%               |
| 001-000-32030 | PARKING PERMITS              | 1,550.00   | 3,400.00        | 46%              |
| 001-000-32035 | TENTATIVE MAP PERMITS        | -          | -               | 0%               |
| 001-000-32040 | USE PERMITS                  | -          | 3,500.00        | 0%               |
| 001-000-32041 | ENVIRONMENTAL APP FEE        | -          | 3,500.00        | 0%               |
| 001-000-32050 | BUILDING PERMITS             | 40,022.08  | 90,000.00       | 44%              |
| 001-000-32051 | PLAN CHECK FEE               | 150.00     | 3,300.00        | 5%               |
| 001-000-32080 | ELECTRICAL FRANCHISE         | -          | 32,000.00       | 0%               |
| 001-000-32081 | CELL TOWER FRANCHISE         | 14,000.00  | 31,500.00       | 44%              |
| 001-000-32090 | TV FRANCHISE                 | -          | 10,000.00       | 0%               |
| 001-000-33010 | INTEREST ON BANK DEPOSITS    | 74,491.27  | 11,000.00       | 677%             |
| 001-000-33020 | RENTAL OF REAL PROPERTY      | 35,337.05  | 100,000.00      | 35%              |
| 001-000-34010 | MOTOR VEHICLE IN LIEU        | -          | -               | 0%               |
| 001-000-34015 | MTR VEH LIC FEE 11005.7      | -          | -               | 0%               |
| 001-000-34040 | REIMB. HIGHWAY SWEEPING      | 13,249.98  | 53,000.00       | 25%              |
| 001-000-34041 | HWY 6 TRASH                  | 11,250.00  | 45,000.00       | 25%              |
| 001-000-34045 | RSTP                         | -          | -               | 0%               |
| 001-000-34046 | DOC/RECYCLING GRANT          | -          | 5,000.00        | 0%               |
| 001-000-34047 | REIMB FROM BUSD              | -          | -               | 0%               |
| 001-000-34049 | DWP TREE SPONSORSHIP         | -          | -               | 0%               |
| 001-000-34050 | MISC REVENUE CAPITAL REPLACE | 31,331.00  | 31,331.00       | 100%             |
| 001-000-34079 | FIRE EMS FUNDING             | 12,500.00  | 10,500.00       | 119%             |
| 001-000-34080 | REIMB. RFD W/COMP.           | -          | -               | 0%               |
| 001-000-34081 | SALARY REIMB FRM RF DIST     | -          | -               | 0%               |
| 001-000-34082 | MISC REIM FROM RF DIST       | -          | -               | 0%               |
| 001-000-34083 | FIRE INSPECTION FEES         | 1,667.63   | 15,000.00       | 11%              |
| 001-000-34094 | LOCAL RESPONSE_STANDBY       | -          | 1,000.00        | 0%               |

|               |                          |            |            |     |
|---------------|--------------------------|------------|------------|-----|
| 001-000-34095 | STRIKE TEAM              | 82,326.18  | 120,000.00 | 69% |
| 001-000-34110 | COURT RESTITUTIONS       | -          | 500.00     | 0%  |
| 001-000-34111 | ORDINANCE ENFORCEMENT    | -          | -          | 0%  |
| 001-000-34116 | DOJ-BULLET PRF VEST GRNT | -          | 2,000.00   | 0%  |
| 001-000-34120 | PEACE OFFICERS TRAINING  | 1,160.31   | 18,000.00  | 6%  |
| 001-000-34121 | RAN REIMB                | -          | 10,000.00  | 0%  |
| 001-000-34122 | DVROS-STATE              | -          | -          | 0%  |
| 001-000-34124 | BUDGET ACT 2013/LAW ENF  | -          | -          | 0%  |
| 001-000-34125 | PARKING CITATIONS        | 2,166.25   | 6,000.00   | 36% |
| 001-000-34126 | TOW FEE                  | 875.00     | 1,765.00   | 50% |
| 001-000-34140 | DISPATCH CONTRACTS       | -          | 7,200.00   | 0%  |
| 001-000-34141 | PD Grants                | 121,460.95 | -          | 0%  |
| 001-000-34145 | 4850 PAY REIMB           | -          | -          | 0%  |
| 001-000-34160 | 911 REIM-STATE           | -          | -          | 0%  |
| 001-000-35020 | STRONG MOTION INST. PROG | 140.11     | 1,000.00   | 14% |
| 001-000-35060 | CBSC/BLDG PERMIT         | 43.40      | 250.00     | 17% |
| 001-000-36010 | SALE OF PERSONAL PROP.   | 665.00     | -          | 0%  |
| 001-000-36020 | INS. REFUNDS & DIVIDENDS | -          | -          | 0%  |
| 001-000-36025 | FORFEITURE OF DEPOSITS   | -          | -          | 0%  |
| 001-000-36020 | INS. REFUNDS & DIVIDENDS | -          | -          | 0%  |
| 001-000-36030 | MISCELLANEOUS            | 8,808.14   | 13,700.00  | 64% |
| 001-000-36031 | RETIREE MED COPAY        | 1,764.00   | 3,100.00   | 57% |
| 001-000-36040 | FINGERPRINTING & REPORTS | 8,048.00   | 25,000.00  | 32% |
| 001-000-36041 | SUBPOENAS                | -          | -          | 0%  |
| 001-000-36042 | AB109/REALIGNMENT        | -          | 50,000.00  | 0%  |
| 001-000-36070 | CIVIC ARTS               | -          | -          | 0%  |
| 001-000-36074 | SUMMER PROGRAM TUITION   | 21,340.00  | 61,500.00  | 35% |
| 001-000-36075 | KIND ACTIVITY FEE        | -          | -          | 0%  |
| 001-000-36076 | KIND TUITION             | -          | -          | 0%  |
| 001-000-36077 | ASP ACTIVITY FEE         | -          | -          | 0%  |
| 001-000-36078 | AFTER SCHOOL PROGRAM     | 30,809.50  | 98,000.00  | 31% |
| 001-000-36079 | GYMNASTICS CLUB          | -          | -          | 0%  |
| 001-000-36089 | CHILDRENS DAY OF ARTS    | -          | -          | 0%  |
| 001-000-37010 | SPECIAL EVENT INSURANCE  | -          | -          | 0%  |
| 001-000-39240 | TENNIS                   | -          | -          | 0%  |
| 001-000-39250 | SOFTBALL                 | 910.31     | 16,000.00  | 6%  |
| 001-000-39251 | SOCCER                   | 4,375.00   | 5,560.00   | 79% |
| 001-000-39255 | VOLLEYBALL               | -          | -          | 0%  |
| 001-000-39260 | BASKETBALL               | -          | -          | 0%  |
| 001-000-39270 | AEROBIC,DANCE,ZUMBA      | -          | 500.00     | 0%  |
| 001-000-39275 | FACILITY RENTAL FEE      | 355.00     | 4,000.00   | 9%  |
| 001-000-39278 | TREE DEDICATION          | 220.00     | -          | 0%  |
| 001-000-39280 | YOUTH PROGRAM            | 780.00     | 3,200.00   | 24% |
| 001-000-39281 | GYMNASTICS               | 9,728.00   | 21,000.00  | 46% |
| 001-000-39283 | PAGEANT                  | -          | -          | 0%  |
| 001-000-39289 | POOL-LIFEGRD RECERT      | -          | -          | 0%  |
| 001-000-39290 | POOL-PUBLIC SWIM         | 16,095.00  | 20,000.00  | 80% |
| 001-000-39291 | POOL RENTALS             | 4,132.00   | 15,000.00  | 28% |

|                       |                            |                     |                      |            |
|-----------------------|----------------------------|---------------------|----------------------|------------|
| 001-000-39292         | POOL-SWIM LESSONS          | 832.00              | 24,000.00            | 3%         |
| 001-000-39293         | POOL-CONCESSIONS           | 1,380.00            | 1,800.00             | 77%        |
| 001-000-39294         | POOL-WATER FITNESS         | 3,355.00            | 5,000.00             | 67%        |
| 001-000-39297         | YOUTH ATHLETICS            | (25.00)             | 500.00               | -5%        |
| 001-000-39710         | FINES & FOREFEITURES       | -                   | 4,500.00             | 0%         |
| 001-000-39722         | TUT MEASURE A              | -                   | -                    | 0%         |
| 001-000-39925         | CITY COST PLAN             | -                   | -                    | 0%         |
| 001-000-39990         | OTHER FINANCE SOURCES      | -                   | -                    | 0%         |
| 001-000-39995         | CITY COST PLAN             | -                   | -                    | 0%         |
| 001-000-39999         | REVENUE-TRANS IN           | 500,000.00          | 500,000.00           | 100%       |
| 001-000-40000         | Caltrans Sustainable Grant | -                   | -                    | 0%         |
| 001-000-40001         | SB2 Housing & Community    | -                   | -                    | 0%         |
| 001-000-40002         | PROP 68 Green              | -                   | 100,000.00           | 0%         |
| 001-000-40003         | Playground Grant           | -                   | -                    | 0%         |
| 001-000-40004         | COVID-19 Funding           | -                   | -                    | 0%         |
| 001-000-40005         | LEAP GRANT                 | -                   | -                    | 0%         |
| 001-000-40006         | REAP GRANT                 | -                   | -                    | 0%         |
| <b>Total- Revenue</b> |                            | <b>2,751,154.93</b> | <b>10,623,605.00</b> | <b>26%</b> |

## General Fund-Expenses

| 10/31/2023    | Department                | 10/31/2023 Actual   | Approved Budget      | Percent Used |
|---------------|---------------------------|---------------------|----------------------|--------------|
| 001-010-_____ | City Council              | 41,397.72           | 181,010.10           | 23%          |
| 001-011-_____ | Administration            | 238,840.86          | 853,010.35           | 28%          |
| 001-012-_____ | Finance                   | 88,938.17           | 312,172.36           | 28%          |
| 001-013-_____ | Treasurer                 | 614.76              | 1,901.39             | 32%          |
| 001-014-_____ | Legal                     | 28,563.10           | 157,996.89           | 18%          |
| 001-015-_____ | Insurance                 | 302,571.50          | 304,429.50           | 99%          |
| 001-016-_____ | Building & Grounds        | 67,874.19           | 202,055.08           | 34%          |
| 001-018-_____ | Elections                 | -                   | 1,500.00             | 0%           |
| 001-019-_____ | Community Promotion       | -                   | 181,000.00           | 0%           |
| 001-020-_____ | Police Department         | 1,931,139.95        | 4,558,039.02         | 42%          |
| 001-021-_____ | Fire Department           | 116,623.15          | 971,730.16           | 12%          |
| 001-022-_____ | Building                  | 7,744.68            | 151,863.00           | 5%           |
| 001-023-_____ | Street Maintenance        | 505,770.22          | 1,694,889.27         | 30%          |
| 001-031-_____ | Parks & Rec               | 386,341.44          | 1,376,970.20         | 28%          |
| 001-034-_____ | Planning                  | 66,789.64           | 479,855.27           | 14%          |
| 001-035-_____ | After School Program      | 21,031.93           | 104,757.57           | 20%          |
| 001-036-_____ | After School Outside      | -                   | -                    | 0%           |
| 001-037-_____ | Pool                      | 67,217.74           | 476,827.85           | 14%          |
| 001-038-_____ | Summer Camps              | 17,167.60           | 55,391.65            | 31%          |
| 001-039-_____ | Gymnastics Club           | -                   | -                    | 0%           |
|               | <b>Total General Fund</b> | <b>3,888,626.65</b> | <b>12,065,399.66</b> | <b>32%</b>   |

## Enterprise Funds

| 10/31/2023    | Department                | 10/31/2023 Actual | Approved Budget     | Percent Used |
|---------------|---------------------------|-------------------|---------------------|--------------|
|               | <b>SEWER-REVENUE</b>      |                   |                     |              |
| 002-000-33010 | INTEREST ON BANK DEPOSITS | 26,539.28         | 9,300.00            | 285%         |
| 002-000-33020 | RENTAL OF REAL PROPERTY   | -                 | -                   | 0%           |
| 002-000-39017 | SEWER MISCELLANEOUS       | 4,426.08          | 13,100.00           | 34%          |
| 002-000-39020 | SEWER SERVICE COLLECTION  | 478,489.88        | 1,265,000.00        | 38%          |
| 002-000-39023 | PENALTIES-SEWER SERVICE   | 586.72            | 1,000.00            | 59%          |
| 002-000-39035 | SOLAR REBATES             | 2,932.40          | -                   | 0%           |
| 002-000-39075 | REIMB FROM ESCSD          | 1,673.20          | -                   | 0%           |
| <b>Total:</b> |                           | <b>514,647.56</b> | <b>1,288,400.00</b> | <b>40%</b>   |
| 002-051-_____ | Sewer- Expense            | 589,552.55        | 1,638,552.54        | 36%          |

| 10/31/2023    | Department                | 10/31/2023 Actual | Approved Budget     | Percent Used |
|---------------|---------------------------|-------------------|---------------------|--------------|
|               | <b>WATER-REVENUE</b>      |                   |                     |              |
| 004-000-33010 | INTEREST ON BANK DEPOSITS | 25,533.84         | 10,000.00           | 255%         |
| 004-000-33020 | RENTAL OF REAL PROPERTY   | -                 | -                   | 0%           |
| 004-000-39012 | WATER SERVICE COLLECTION  | 378,258.49        | 1,028,000.00        | 37%          |
| 004-000-39013 | PENALTIES-WATER SERVICE   | 465.13            | 900.00              | 52%          |
| 004-000-39017 | WATER MISCELLANEOUS       | 3,172.00          | 10,900.00           | 29%          |
| 004-000-39019 | BACKFLOW FEE              | -                 | -                   | 0%           |
| 004-000-39035 | SOLAR REBATES             | -                 | -                   | 0%           |
| <b>Total:</b> |                           | <b>407,429.46</b> | <b>1,049,800.00</b> | <b>39%</b>   |
| 004-050-_____ | Water- Expense            | 579,878.21        | 1,362,046.87        | 43%          |

| 10/31/2023    | Department                | 10/31/2023 Actual | Approved Budget   | Percent Used |
|---------------|---------------------------|-------------------|-------------------|--------------|
|               | <b>SMHP-REVENUE</b>       |                   |                   |              |
| 012-000-33010 | INTEREST ON BANK DEPOSITS | 3,554.86          | 2,800.00          | 127%         |
| 012-000-39735 | UTILITY CLEARING ACCOUNT  | 12,835.00         | 38,400.00         | 33%          |
| 012-000-39750 | RENTS-ASSISTED UNITS      | 2,232.00          | 6,600.00          | 34%          |
| 012-000-39760 | RENTS-UNASSISTED UNITS    | 32,955.00         | 100,440.00        | 33%          |
| 012-000-39811 | MISC                      | -                 | -                 | 0%           |
| 012-000-39812 | GAIN ON SALE              | -                 | -                 | 0%           |
| <b>Total:</b> |                           | <b>51,576.86</b>  | <b>148,240.00</b> | <b>35%</b>   |
| 012-095-_____ | SMPH- Expense             | 104,726.79        | 203,737.70        | 51%          |

## Special Funds

| 10/31/2023     | Department                | 10/31/2023 Actual | Approved Budget   | Percent Used |
|----------------|---------------------------|-------------------|-------------------|--------------|
| <b>REVENUE</b> |                           |                   |                   |              |
|                | <b>COPS</b>               |                   |                   |              |
| 033-000-33010  | INTEREST ON BANK DEPOSITS | 1,649.37          | -                 | 0%           |
| 033-000-39967  | COPS/AB 1913              | -                 | 100,000.00        | 0%           |
| <b>Total:</b>  |                           | <b>1,649.37</b>   | <b>100,000.00</b> | <b>2%</b>    |
| <b>EXPENSE</b> |                           |                   |                   |              |
| 033-033-_____  | COPS- EXPENSE             | 50,864.61         | 138,000.00        | 37%          |

| 10/31/2023     | Department                | 10/31/2023 Actual | Approved Budget   | Percent Used |
|----------------|---------------------------|-------------------|-------------------|--------------|
| <b>REVENUE</b> |                           |                   |                   |              |
|                | <b>TRAFFIC</b>            |                   |                   |              |
| 003-000-33010  | INTEREST ON BANK DEPOSITS | -                 | -                 | 0%           |
| 003-000-39100  | SECTION 2105              | 8,017.51          | 22,500.00         | 36%          |
| 003-000-39110  | SECTION 2107-5            | 1,000.00          | 1,000.00          | 100%         |
| 003-000-39120  | SECTION 2107              | 11,050.86         | 30,300.00         | 36%          |
| 003-000-39130  | SECTION 2106              | 6,857.46          | 19,500.00         | 35%          |
| 003-000-39135  | MISC/PROP 42              | 13,470.51         | 34,200.00         | 39%          |
| 003-000-39137  | TRAFFIC CONGESTION RELIEF | -                 | -                 | 0%           |
| 003-000-39139  | SB1                       | 23,731.37         | 84,100.00         | 28%          |
| <b>Total:</b>  |                           | <b>64,127.71</b>  | <b>191,600.00</b> | <b>33%</b>   |
| <b>EXPENSE</b> |                           |                   |                   |              |
| 003-030-_____  | GAS TAX                   | 36,426.95         | 218,937.80        | 17%          |



Agenda Item: 10.B  
Date of Meeting: November 27, 2023  
Department: Finance

## STAFF REPORT

To: City Council  
From: Ethan Aukee  
Subject: **Financial Reports for the Month of October 2023**  
Prepared On: November 16, 2023  
Attachments: Bank Reconciliation Report - October 2023  
Combined Cash Report - October 2023  
Investment Portfolio Report - October 2023  
Warrant Register Report - October 2023

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### Recommended Action:

Approved By: Robin Picken 11/16/2023  
Approved By: Deston Dishion 11/17/2023  
Approved By:  
Approved By:

## Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book Adjustments

Eastern Sierra Checking (Eastern Sierra Checking) (1)  
October 31, 2023

Account: 99900010110

Bank Account Number: 006107370

|                         |              |                              |              |
|-------------------------|--------------|------------------------------|--------------|
| Bank Statement Balance: | 1,890,059.54 | Book Balance Previous Month: | 2,378,011.13 |
| Outstanding Deposits:   | 139,530.48   | Total Receipts:              | 1,361,983.65 |
| Outstanding Checks:     | 78,663.67    | Total Disbursements:         | 1,787,377.71 |
| Bank Adjustments:       | 1,690.72     | Book Adjustments:            | .00          |
| Bank Balance:           | 1,952,617.07 | Book Balance:                | 1,952,617.07 |

## Outstanding Deposits

| Deposit Number | Deposit Amount | Deposit Number | Deposit Amount | Deposit Number | Deposit Amount | Deposit Number | Deposit Amount |
|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| 19             | 280.00         | 1159           | 64.00-         | 1228           | 132,854.88     | 1256           | 2,400.00       |
| 1057           | 101.00         | 1213           | 185.00-        | 1229           | 131.00         |                |                |
| 1110           | 565.46         | 1221           | 1,910.99       | 1230           | 1,035.00       | Total:         | 139,530.48     |
| 1137           | 370.00-        | 1222           | 312.75         | 1234           | 558.40         |                |                |

Deposits cleared: 77 items Deposits Outstanding: 13 items

## Outstanding Checks

| Check Number | Check Amount | Check Number | Check Amount | Check Number | Check Amount | Check Number | Check Amount |
|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| 1092         | 19.83        | 8760         | 206.65-      | 9495         | 24.01        | 9622         | 5,066.78     |
| 1639         | 38.00        | 8790         | 49.95        | 9497         | 81.26        | 9623         | 220.00       |
| 1644         | 38.00        | 8859         | 385.26       | 9499         | 840.00       | 9624         | 2,750.00     |
| 2443         | 165.48       | 8870         | 24.05        | 9504         | 378.84       | 9625         | 382.76       |
| 3849         | 74.99        | 8959         | 527.55       | 9517         | 967.10       | 9626         | 880.91       |
| 4696         | 1,623.97     | 9066         | 499.76       | 9519         | 27.00        | 9627         | 681.98       |
| 4738         | 250.29       | 9067         | 309.34       | 9542         | 5,368.50     | 9628         | 400.00       |
| 4877         | 6,920.00     | 9079         | 51.80        | 9548         | 1,094.83     | 9629         | 1,020.00     |
| 5119         | 457.64       | 9176         | 1,037.30     | 9561         | 166.23       | 9630         | 344.95       |
| 5546         | 119.89       | 9177         | 129.52       | 9565         | 293.99       | 9631         | 1,015.06     |
| 6366         | 313.36       | 9267         | 591.02       | 9566         | 359.70       | 9632         | 6,610.91     |
| 6412         | 100.00       | 9306         | 51.80        | 9567         | 86.34        | 9633         | 1,043.11     |
| 6693         | 48.03        | 9336         | 213.33       | 9570         | 327.60       | 9634         | 94.93        |
| 6777         | 164.50       | 9342         | 87.73        | 9572         | 384.16       | 9635         | 352.02       |
| 6810         | 442.73       | 9349         | 78.50        | 9573         | 75.00        | 9636         | 808.52       |
| 6948         | 668.91       | 9380         | 840.00       | 9578         | 304.98       | 9637         | 2,516.40     |
| 7108         | 4,602.50     | 9412         | 203.50       | 9587         | 2,706.96     | 9638         | 284.71       |
| 7179         | 46.17        | 9423         | 221.64       | 9590         | 100.19       | 9639         | 157.81       |
| 7258         | 144.96       | 9425         | 174.54       | 9591         | 20.00        | 9640         | 752.93       |
| 7412         | 18.58        | 9432         | 86.34        | 9601         | 262.68       | 9641         | 1,767.34     |
| 7420         | 18.58        | 9441         | 840.00       | 9602         | 1,170.00     | 9642         | 515.31       |
| 7704         | 36.94        | 9443         | 51.80        | 9608         | 212.57       | 9643         | 1,624.57     |
| 7859         | 1,076.50     | 9485         | 83.11        | 9609         | 1,648.27     | 9644         | 73.00        |
| 8324         | 66.50        | 9487         | 52.64        | 9610         | 385.94       | 9645         | 5,224.71     |
| 8752         | 110.82       | 9490         | 166.23       | 9612         | 840.00       | 9646         | 300.00       |
| 8760         | 206.65       | 9491         | 263.20       | 9614         | 51.80        | 9647         | 316.00       |

| Check<br>Number | Check<br>Amount | Check<br>Number | Check<br>Amount | Check<br>Number | Check<br>Amount | Check<br>Number | Check<br>Amount |
|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| 9648            | 467.54          | 75403           | 8.00            | 714232          | 2,135.12-       |                 |                 |
| 9649            | 218.39          | 714232          | 2,135.12        |                 |                 |                 |                 |
|                 |                 |                 |                 |                 |                 | Total:          | 78,663.67       |

Checks cleared: 200 items    Checks Outstanding: 109 items

## Bank Adjustments

| Description                         | Amount   | Description                | Amount   |
|-------------------------------------|----------|----------------------------|----------|
| J Scida Wages Paid and Owed to City | 1,690.71 | Reconciliation off by 0.01 | .01      |
|                                     |          | Total:                     | 1,690.72 |

## Book Adjustments

No book adjustments found!

## Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book Adjustments

CITY OF BISHOP  
COMBINED CASH  
OCTOBER 31, 2023

COMBINED CASH ACCOUNTS

|               |                             |               |
|---------------|-----------------------------|---------------|
| 999-000-10110 | CASH IN BANK                | 1,947,996.59  |
| 999-000-10111 | LAIF INVESTMENT             | 15,993,478.23 |
| 999-000-10112 | CASH EASTERN SIERRA BANK    | .00           |
| 999-000-10113 | CASH IN COUNTY TREASURY     | 506,691.15    |
| 999-000-10115 | CASH IN BANK XPRESS BILLPAY | 31,751.67     |
| 999-000-10175 | CASH CLEARING UTILITIES     | 17,931.78     |
| 999-000-10176 | BUSINESS CASH CLEARING      | 64.10         |

|               |                         |                  |
|---------------|-------------------------|------------------|
|               | TOTAL COMBINED CASH     | 18,497,913.52    |
| 999-000-10100 | CASH ALLOCATED TO FUNDS | ( 18,497,913.52) |

|  |                        |     |
|--|------------------------|-----|
|  | TOTAL UNALLOCATED CASH | .00 |
|--|------------------------|-----|

CASH ALLOCATION RECONCILIATION

|    |                                             |              |
|----|---------------------------------------------|--------------|
| 1  | ALLOCATION TO GENERAL FUND                  | 9,131,068.00 |
| 2  | ALLOCATION TO SEWER FUND                    | 2,540,564.13 |
| 3  | ALLOCATION TO GAS TAX                       | 388,772.36   |
| 4  | ALLOCATION TO WATER FUND                    | 2,447,105.65 |
| 5  | ALLOCATION TO RFPD                          | 901,072.39   |
| 6  | ALLOCATION TO IMBC FIDUCIARY                | .00          |
| 7  | ALLOCATION TO LOCAL TRANSPORTATION FUND     | 116,972.11   |
| 8  | ALLOCATION TO BOND AND TRUST FUND           | 114,032.29   |
| 9  | ALLOCATION TO TRAFFIC SAFETY                | 8,141.29     |
| 10 | ALLOCATION TO TUT MEASURE A                 | 740,156.98   |
| 11 | ALLOCATION TO ASSET FORFEITURE              | 6,722.63     |
| 12 | ALLOCATION TO SUNRISE MHP                   | 342,707.42   |
| 13 | ALLOCATION TO GENERAL FIXED ASSETS          | .00          |
| 15 | ALLOCATION TO WATER IMPROVEMENT             | .00          |
| 18 | ALLOCATION TO FUND 018                      | .00          |
| 19 | ALLOCATION TO STREETS-SIDEWALK IMPROVEMENT  | 750,000.00   |
| 21 | ALLOCATION TO CANINE DONATION               | 8,012.54     |
| 22 | ALLOCATION TO HEAVY EQUIPMENT REPLACEMENT   | 300,000.00   |
| 23 | ALLOCATION TO PROPERTY/HOUSING DEVELOPMENT  | .00          |
| 29 | ALLOCATION TO FUND 029                      | .00          |
| 33 | ALLOCATION TO C.O.P.S.                      | 155,469.08   |
| 37 | ALLOCATION TO HOME FUNDS/WILLOW ST          | 100,302.76   |
| 54 | ALLOCATION TO STIP E. LINE ST. BRIDGE REPL. | 300,592.41   |
| 57 | ALLOCATION TO SEIBU TO SCHL BIKE PATH       | .00          |
| 58 | ALLOCATION TO PINE TO PARK/STIP             | .00          |
| 59 | ALLOCATION TO WEST JAY STREET               | .00          |
| 60 | ALLOCATION TO STIP-SPRUCE/YANEY/HANBY       | .00          |
| 61 | ALLOCATION TO E. LINE ST. IMPROVEMENTS      | .00          |
| 62 | ALLOCATION TO PLAYGROUND EQUIPMENT PROJECT  | .00          |
| 70 | ALLOCATION TO HOME OWNER ASSIST PRGM        | 128,100.00   |
| 71 | ALLOCATION TO SILVER PEAK/IMACA             | .00          |
| 72 | ALLOCATION TO VALLEY APTS/13 CDBG 8972      | 18,121.48    |

CITY OF BISHOP  
COMBINED CASH  
OCTOBER 31, 2023

|                                                    |                  |
|----------------------------------------------------|------------------|
| TOTAL ALLOCATIONS TO OTHER FUNDS                   | 18,497,913.52    |
| ALLOCATION FROM COMBINED CASH FUND - 999-000-10100 | ( 18,497,913.52) |
|                                                    |                  |
| ZERO PROOF IF ALLOCATIONS BALANCE                  | .00              |

## INVESTMENT PORTFOLIO FOR THE CITY OF BISHOP

### MONTH OF OCTOBER 2023

| <u>STATEMENT PERIOD</u> | <u>ACCT TYPE</u> | <u>BALANCE</u>  | <u>AVERAGE MONTHLY YIELD</u> |
|-------------------------|------------------|-----------------|------------------------------|
| OCTOBER 2023            | LAIF             | \$15,993,478.17 | 3.670%                       |



# PMIA/LAIF Performance Report as of 11/14/23



## Quarterly Performance Quarter Ended 09/30/23

|                                            |                     |
|--------------------------------------------|---------------------|
| LAIF Apportionment Rate <sup>(2)</sup> :   | 3.59                |
| LAIF Earnings Ratio <sup>(2)</sup> :       | 0.00009812538629360 |
| LAIF Administrative Cost <sup>(1)*</sup> : | 0.29                |
| LAIF Fair Value Factor <sup>(1)</sup> :    | 0.986307739         |
| PMIA Daily <sup>(1)</sup> :                | 3.48                |
| PMIA Quarter to Date <sup>(1)</sup> :      | 3.42                |
| PMIA Average Life <sup>(1)</sup> :         | 256                 |

## PMIA Average Monthly Effective Yields<sup>(1)</sup>

|           |         |
|-----------|---------|
| October   | 3.670   |
| September | 3.534   |
| August    | 3.434   |
| July      | 3.305** |
| June      | 3.167   |
| May       | 2.993   |

## Pooled Money Investment Account Monthly Portfolio Composition <sup>(1)</sup> 10/31/23 \$165.7 billion

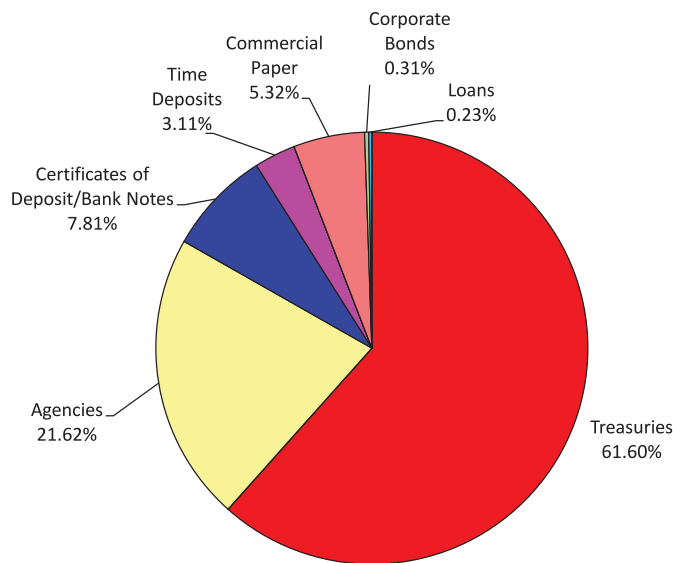


Chart does not include \$2,300,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

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

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

\*\* Revised

Source:

<sup>(1)</sup> State of California, Office of the Treasurer

<sup>(2)</sup> State of California, Office of the Controller



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

November 14, 2023

[LAIF Home](#)  
[PMIA Average Monthly Yields](#)

CITY OF BISHOP

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

[Tran Type Definitions](#)



Account Number: 98-14-086

October 2023 Statement

| Effective Date | Transaction Date | Tran Type | Confirm Number | Web Confirm Number | Authorized Caller | Amount     |
|----------------|------------------|-----------|----------------|--------------------|-------------------|------------|
| 10/11/2023     | 10/10/2023       | RD        | 1739381        | 1699788            | ETHAN AUKEE       | 500,000.00 |
| 10/13/2023     | 10/12/2023       | QRD       | 1741343        | N/A                | SYSTEM            | 131,768.62 |
| 10/31/2023     | 10/30/2023       | RD        | 1742429        | 1702831            | ETHAN AUKEE       | 500,000.00 |

**Account Summary**

|                   |              |                    |               |
|-------------------|--------------|--------------------|---------------|
| Total Deposit:    | 1,131,768.62 | Beginning Balance: | 14,861,709.55 |
| Total Withdrawal: | 0.00         | Ending Balance:    | 15,993,478.17 |



CALIFORNIA STATE TREASURER  
FIONA MA, CPA



PMIA Daily Effective Yield

| Date     | Daily | Quarter to Date | Average Maturity |
|----------|-------|-----------------|------------------|
| 11/08/23 | 3.80  | 3.70            | 252              |
| 11/07/23 | 3.81  | 3.69            | 252              |
| 11/06/23 | 3.80  | 3.69            | 253              |
| 11/05/23 | 3.79  | 3.69            | 256              |
| 11/04/23 | 3.79  | 3.68            | 256              |
| 11/03/23 | 3.79  | 3.68            | 256              |
| 11/02/23 | 3.79  | 3.68            | 257              |
| 11/01/23 | 3.79  | 3.67            | 256              |
| 10/31/23 | 3.83  | 3.67            | 250              |
| 10/30/23 | 3.75  | 3.67            | 245              |
| 10/29/23 | 3.76  | 3.66            | 247              |
| 10/28/23 | 3.76  | 3.66            | 247              |
| 10/27/23 | 3.76  | 3.65            | 247              |
| 10/26/23 | 3.77  | 3.65            | 244              |
| 10/25/23 | 3.76  | 3.65            | 245              |
| 10/24/23 | 3.75  | 3.64            | 247              |
| 10/23/23 | 3.76  | 3.64            | 246              |
| 10/22/23 | 3.76  | 3.63            | 249              |
| 10/21/23 | 3.76  | 3.62            | 249              |
| 10/20/23 | 3.76  | 3.62            | 249              |
| 10/19/23 | 3.76  | 3.61            | 250              |
| 10/18/23 | 3.76  | 3.60            | 250              |
| 10/17/23 | 3.73  | 3.59            | 252              |
| 10/16/23 | 3.69  | 3.58            | 252              |
| 10/15/23 | 3.62  | 3.57            | 250              |
| 10/14/23 | 3.63  | 3.57            | 249              |
| 10/13/23 | 3.63  | 3.56            | 249              |
| 10/12/23 | 3.62  | 3.56            | 250              |
| 10/11/23 | 3.59  | 3.55            | 251              |
| 10/10/23 | 3.56  | 3.55            | 254              |
| 10/09/23 | 3.57  | 3.55            | 253              |
| 10/08/23 | 3.57  | 3.54            | 256              |
| 10/07/23 | 3.57  | 3.54            | 256              |
| 10/06/23 | 3.57  | 3.54            | 256              |
| 10/05/23 | 3.57  | 3.53            | 257              |
| 10/04/23 | 3.55  | 3.52            | 255              |
| 10/03/23 | 3.53  | 3.51            | 257              |



CALIFORNIA STATE TREASURER  
FIONA MA, CPA



## PMIA Daily Effective Yield

| Date     | Daily | Quarter to Date | Average Maturity |
|----------|-------|-----------------|------------------|
| 10/02/23 | 3.52  | 3.50            | 258              |
| 10/01/23 | 3.48  | 3.48            | 255              |

TO: City Council/City Administrator  
FROM: Assistant Finance Director  
DATE: November 16, 2023  
SUBJECT: Approval of Warrant Registers for the Month of October 2023

Commercial Warrants

|                          |              |
|--------------------------|--------------|
| Check# 8760, 9316, 9462, | \$294,266.15 |
| 9481-9614, 9616-9619,    |              |
| 9621-9649                |              |

Manual Checks &  
Payroll Warrants

|                |
|----------------|
| \$1,493,111.56 |
|----------------|

TOTAL \$1,787,377.71

| Journal | Payee or Description                                      | Date       | Check Number | Amount     |
|---------|-----------------------------------------------------------|------------|--------------|------------|
| CD      | Dishion B of A Credit card payment October 2023           | 10/06/2023 | 1            | 315.04     |
| CD      | Dell B of A Credit card payment October 2023              | 10/06/2023 | 2            | 972.35     |
| CD      | Picken B of A Credit Card payment October 2023            | 10/09/2023 | 3            | 3,440.02   |
| CD      | Gamino B of A Credit card payment October 2023            | 10/17/2023 | 4            | 1,615.52   |
| CD      | CALPERS RETIREE MEDICAL & ADJ - OCTOBER BILL, NOV PREMIUM | 10/24/2023 | 5            | 57,485.38  |
| CD      | CALPERS EPMC & ADJ - SEPT 18TH - OCT 1ST                  | 10/24/2023 | 6            | 1,335.39   |
| CD      | CALPERS EPMC & ADJ - OCT 2ND - 15TH                       | 10/24/2023 | 7            | 1,338.67   |
| CD      | Toy B of A Credit Card payment October 2023               | 10/24/2023 | 8            | 5,996.51   |
| CD      | Poole B of A Credit Card payment October 2023             | 10/31/2023 | 9            | 1,373.57   |
| CD      | Paymentech Fee                                            | 10/31/2023 | 10           | 477.10     |
| CD      | Paymentech Fee                                            | 10/31/2023 | 11           | 503.56     |
| CD      | Xpress Bill Pay Fee                                       | 10/31/2023 | 12           | 474.75     |
| CD      | Transfer from Operating Acct to LAIF                      | 10/11/2023 | 13           | 500,000.00 |
| CD      | Transfer from Operating Acct to LAIF                      | 10/31/2023 | 14           | 500,000.00 |
| CDA     | BSK ASSOCIATES                                            | 10/17/2023 | 8760         | 206.65-    |
| CDA     | BSK ASSOCIATES                                            | 10/17/2023 | 9316         | 1,180.00-  |
| CDA     | JANA CURRIE                                               | 10/02/2023 | 9462         | 52.16-     |
| CDP     | ELLIS, JAMES V.                                           | 10/06/2023 | 9481         | 234.43     |
| CDP     | JACKSON, AVIS L.                                          | 10/06/2023 | 9482         | 325.08     |
| CDP     | SANTANA, FRANCISCO                                        | 10/06/2023 | 9483         | 1,059.92   |
| CDP     | SANTANA, MANUEL                                           | 10/06/2023 | 9484         | 110.82     |
| CDP     | COKELEY, RACHEL D                                         | 10/06/2023 | 9485         | 83.11      |
| CDP     | NAVALES, RYAN                                             | 10/06/2023 | 9486         | 335.48     |
| CDP     | LOWDEN, ISAIAH                                            | 10/06/2023 | 9487         | 52.64      |
| CDP     | JACKSON, THOMAS E.                                        | 10/06/2023 | 9488         | 612.19     |
| CDP     | POOL, PRESTON                                             | 10/06/2023 | 9489         | 794.19     |
| CDP     | BRAATEN, BRAD                                             | 10/06/2023 | 9490         | 166.23     |
| CDP     | MADERA, JOCELYN                                           | 10/06/2023 | 9491         | 263.20     |
| CDP     | TURMAN, MYLEE                                             | 10/06/2023 | 9492         | 117.74     |
| CDP     | ENNIS, JERRY                                              | 10/06/2023 | 9493         | 736.95     |
| CDP     | ENNIS, KAREN                                              | 10/06/2023 | 9494         | 642.01     |
| CDP     | GARDEA, CHASE                                             | 10/06/2023 | 9495         | 24.01      |
| CDP     | SANTANA, ALONDRA                                          | 10/06/2023 | 9496         | 157.92     |
| CDP     | KILGORE, JEFF                                             | 10/06/2023 | 9497         | 81.26      |
| CDPT    | AMERICAN FIDELITY                                         | 10/06/2023 | 9498         | 385.94     |
| CDPT    | BPOA                                                      | 10/06/2023 | 9499         | 840.00     |
| CDPT    | CALIFORNIA STATE DISBURSEMENT UNIT                        | 10/06/2023 | 9500         | 369.23     |
| CDPT    | US BANK TRUST WESTERN REGION                              | 10/06/2023 | 9501         | 1,014.29   |
| CDPT    | THE HARTFORD                                              | 10/06/2023 | 9502         | 1,476.80   |
| CDA     | 711 MATERIALS, INC                                        | 10/05/2023 | 9503         | 514.97     |
| CDA     | A-#1 CHEMICAL INC.                                        | 10/05/2023 | 9504         | 378.84     |
| CDA     | Anastasiia Budnyk                                         | 10/05/2023 | 9505         | 720.31     |
| CDA     | BOYD FENCE                                                | 10/05/2023 | 9506         | 1,031.44   |
| CDA     | BSN SPORTS INC.                                           | 10/05/2023 | 9507         | 659.88     |
| CDA     | CALIFORNIA BUILDING STANDARDS COMMISSION                  | 10/05/2023 | 9508         | 66.60      |
| CDA     | CHALFANT BIG TREES FARM                                   | 10/05/2023 | 9509         | 193.05     |
| CDA     | CHRIS COSTELLO                                            | 10/05/2023 | 9510         | 200.00     |
| CDA     | DEPT OF CONSERVATION-DIV                                  | 10/05/2023 | 9511         | 218.65     |
| CDA     | DEPT OF JUSTICE                                           | 10/05/2023 | 9512         | 192.00     |
| CDA     | DEPT OF WATER AND POWER                                   | 10/05/2023 | 9513         | 4,470.32   |
| CDA     | DEPT OF WATER AND POWER                                   | 10/05/2023 | 9514         | 100.00     |
| CDA     | DESTON DISHION                                            | 10/05/2023 | 9515         | 150.00     |
| CDA     | HIGH COUNTRY LUMBER                                       | 10/05/2023 | 9516         | 986.55     |
| CDA     | HUNT PROPANE, INC.                                        | 10/05/2023 | 9517         | 967.10     |
| CDA     | INYO COUNTY RECYCLING & WASTE MANAGEMENT                  | 10/05/2023 | 9518         | 177.00     |
| CDA     | JANA CURRIE                                               | 10/05/2023 | 9519         | 27.00      |
| CDA     | MUNICIPAL MAINT EQUIPMENT                                 | 10/05/2023 | 9520         | 2,238.59   |
| CDA     | Nichols Consulting                                        | 10/05/2023 | 9521         | 2,500.00   |

| Journal | Payee or Description               | Date       | Check Number | Amount    |
|---------|------------------------------------|------------|--------------|-----------|
| CDA     | PILOT THOMAS LOGISTICS             | 10/05/2023 | 9522         | 3,630.34  |
| CDA     | PREFERRED SEPTIC                   | 10/05/2023 | 9523         | 2,973.87  |
| CDA     | QUILL CORP                         | 10/05/2023 | 9524         | 158.50    |
| CDA     | RIGHT WAY POOL & SPA               | 10/05/2023 | 9525         | 404.46    |
| CDA     | SOUTHERN CALIFORNIA EDISON         | 10/05/2023 | 9526         | 4,367.60  |
| CDA     | STEVE'S AUTO & TRUCK PART          | 10/05/2023 | 9527         | 125.84    |
| CDA     | US Foods, Inc.                     | 10/05/2023 | 9528         | 2,755.42  |
| CDA     | VERIZON WIRELESS                   | 10/05/2023 | 9529         | 209.45    |
| CDA     | WESTERN NEVADA SUPPLY CO.          | 10/05/2023 | 9530         | 430.96    |
| CDA     | BISHOP ELKS LODGE                  | 10/12/2023 | 9531         | 25.00     |
| CDA     | BISHOP PAIUTE TRIBAL               | 10/12/2023 | 9532         | 24.00     |
| CDA     | BLIZZARD FIRE PROTECTION           | 10/12/2023 | 9533         | 709.00    |
| CDA     | BONNIE SILVER                      | 10/12/2023 | 9534         | 60.00     |
| CDA     | CA DEPARTMENT OF TAX & FEE ADMIN.  | 10/12/2023 | 9535         | 34.00     |
| CDA     | CARMICHAEL BUSINESS TECH.          | 10/12/2023 | 9536         | 432.00    |
| CDA     | CASELLE, INC.                      | 10/12/2023 | 9537         | 2,102.00  |
| CDA     | DEPT OF WATER AND POWER            | 10/12/2023 | 9538         | 106.89    |
| CDA     | DIVISION OF THE STATE ARCHITECT    | 10/12/2023 | 9539         | 12.80     |
| CDA     | ENTERPRISE                         | 10/12/2023 | 9540         | 18,546.40 |
| CDA     | FRONTIER                           | 10/12/2023 | 9541         | 769.38    |
| CDA     | GOLDEN STATE EMERGENCY             | 10/12/2023 | 9542         | 5,368.50  |
| CDA     | Idemia Identity & Security USA LLC | 10/12/2023 | 9543         | 3,190.73  |
| CDA     | KIBS-FM                            | 10/12/2023 | 9544         | 300.00    |
| CDA     | L.N Curtis & Sons                  | 10/12/2023 | 9545         | 630.75    |
| CDA     | MISSION LINEN & UNIFORM            | 10/12/2023 | 9546         | 592.22    |
| CDA     | MR. K. AUTOMOTIVE SERVICE INC.     | 10/12/2023 | 9547         | 703.46    |
| CDA     | OPTIMUM                            | 10/12/2023 | 9548         | 1,094.83  |
| CDA     | OUR WATER WORKS                    | 10/12/2023 | 9549         | 25.00     |
| CDA     | PILOT THOMAS LOGISTICS             | 10/12/2023 | 9550         | 3,485.72  |
| CDA     | PROFORCE MARKETING, INC            | 10/12/2023 | 9551         | 1,152.40  |
| CDA     | QUILL CORP                         | 10/12/2023 | 9552         | 165.34    |
| CDA     | Robin Ludovico                     | 10/12/2023 | 9553         | 290.42    |
| CDA     | SOUTHERN CALIFORNIA EDISON         | 10/12/2023 | 9554         | 2,038.64  |
| CDA     | VERIZON WIRELESS                   | 10/12/2023 | 9555         | 114.03    |
| CDP     | ELLIS, JAMES V.                    | 10/20/2023 | 9556         | 234.43    |
| CDP     | JACKSON, AVIS L.                   | 10/20/2023 | 9557         | 354.62    |
| CDP     | HOHENSTEIN, BRIAN A.               | 10/20/2023 | 9558         | 3,727.60  |
| CDP     | SANTANA, FRANCISCO                 | 10/20/2023 | 9559         | 1,167.36  |
| CDP     | SANTANA, MANUEL                    | 10/20/2023 | 9560         | 221.64    |
| CDP     | COKELEY, RACHEL D                  | 10/20/2023 | 9561         | 166.23    |
| CDP     | NAVALES, RYAN                      | 10/20/2023 | 9562         | 335.48    |
| CDP     | JACKSON, THOMAS E.                 | 10/20/2023 | 9563         | 642.01    |
| CDP     | POOL, PRESTON                      | 10/20/2023 | 9564         | 605.02    |
| CDP     | BRAATEN, BRAD                      | 10/20/2023 | 9565         | 293.99    |
| CDP     | MADERA, JOCELYN                    | 10/20/2023 | 9566         | 359.70    |
| CDP     | TURMAN, MYLEE                      | 10/20/2023 | 9567         | 86.34     |
| CDP     | ENNIS, JERRY                       | 10/20/2023 | 9568         | 719.40    |
| CDP     | ENNIS, KAREN                       | 10/20/2023 | 9569         | 642.01    |
| CDP     | SANTANA, ALONDRA                   | 10/20/2023 | 9570         | 327.60    |
| CDP     | SEARS, ADRIAN                      | 10/20/2023 | 9571         | 138.52    |
| CDA     | A-#1 CHEMICAL INC.                 | 10/19/2023 | 9572         | 384.16    |
| CDA     | Alison Feinberg                    | 10/19/2023 | 9573         | 75.00     |
| CDA     | Best Best & Krieger                | 10/19/2023 | 9574         | 577.80    |
| CDA     | Bishop Waste Disposal              | 10/19/2023 | 9575         | 2,648.50  |
| CDA     | BRIAN HOHENSTEIN                   | 10/19/2023 | 9576         | 258.75    |
| CDA     | BRITT'S DIESEL & AUTOMOTIVE        | 10/19/2023 | 9577         | 7,627.10  |
| CDA     | BSK ASSOCIATES                     | 10/19/2023 | 9578         | 304.98    |
| CDA     | BSK Associates                     | 10/19/2023 | 9579         | 1,386.65  |

| Journal | Payee or Description                    | Date       | Check Number | Amount    |
|---------|-----------------------------------------|------------|--------------|-----------|
| CDA     | CALIFORNIA BROADBAND                    | 10/19/2023 | 9580         | 874.50    |
| CDA     | CANON FINANCIAL SERVICES                | 10/19/2023 | 9581         | 1,351.56  |
| CDA     | CARMICHAEL BUSINESS TECH.               | 10/19/2023 | 9582         | 128.00    |
| CDA     | CivicPlus, LLC                          | 10/19/2023 | 9583         | 1,260.00  |
| CDA     | CLAIR CONCRETE, INC.                    | 10/19/2023 | 9584         | 12,000.00 |
| CDA     | DEPT OF JUSTICE                         | 10/19/2023 | 9585         | 699.00    |
| CDA     | DEPT OF WATER AND POWER                 | 10/19/2023 | 9586         | 1,830.45  |
| CDA     | Ecolab                                  | 10/19/2023 | 9587         | 2,706.96  |
| CDA     | ENVIRONMENTAL HEALTH DEPT               | 10/19/2023 | 9588         | 354.00    |
| CDA     | FAILSAFE TESTING, LLC                   | 10/19/2023 | 9589         | 2,750.00  |
| CDA     | FRONTIER                                | 10/19/2023 | 9590         | 100.19    |
| CDA     | INYO COUNTY RECORDER                    | 10/19/2023 | 9591         | 20.00     |
| CDA     | JONES & MAYER LAW OFFICE                | 10/19/2023 | 9592         | 16,709.25 |
| CDA     | L.N Curtis & Sons                       | 10/19/2023 | 9593         | 730.61    |
| CDA     | LARRY BAIN, CPA                         | 10/19/2023 | 9594         | 16,500.00 |
| CDA     | Linda Goodwin                           | 10/19/2023 | 9595         | 75.00     |
| CDA     | LUMOS AND ASSOCIATES, INC.              | 10/19/2023 | 9596         | 8,301.19  |
| CDA     | NORA GAMINO                             | 10/19/2023 | 9597         | 150.00    |
| CDA     | OWENS VALLEY PEST                       | 10/19/2023 | 9598         | 50.00     |
| CDA     | PTS                                     | 10/19/2023 | 9599         | 156.50    |
| CDA     | QUADIENT LEASING USA, INC.              | 10/19/2023 | 9600         | 434.78    |
| CDA     | QUILL CORP                              | 10/19/2023 | 9601         | 262.68    |
| CDA     | SIERRA ANALYTICAL LABS INC.             | 10/19/2023 | 9602         | 1,170.00  |
| CDA     | SIERRA SECURITY SYSTEMS                 | 10/19/2023 | 9603         | 7,479.91  |
| CDA     | SOUTHERN CALIFORNIA EDISON              | 10/19/2023 | 9604         | 84.22     |
| CDA     | THE FED-UP STORE                        | 10/19/2023 | 9605         | 462.48    |
| CDA     | UNDERGROUND SERVICE ALERT               | 10/19/2023 | 9606         | 31.00     |
| CDA     | VERIZON BUSINESS                        | 10/19/2023 | 9607         | 68.56     |
| CDA     | VERIZON WIRELESS                        | 10/19/2023 | 9608         | 212.57    |
| CDPT    | THE HARTFORD                            | 10/20/2023 | 9609         | 1,648.27  |
| CDPT    | AMERICAN FIDELITY                       | 10/20/2023 | 9610         | 385.94    |
| CDPT    | AMERICAN FIDELITY                       | 10/20/2023 | 9611         | 1,716.52  |
| CDPT    | BPOA                                    | 10/20/2023 | 9612         | 840.00    |
| CDPT    | CALIFORNIA STATE DISBURSEMENT UNIT      | 10/20/2023 | 9613         | 369.23    |
| CDPT    | COBEA                                   | 10/20/2023 | 9614         | 51.80     |
| CDPT    | TEXAS LIFE INSURANCE COMPANY            | 10/20/2023 | 9616         | 361.05    |
| CDPT    | U.S Bank PARS Account #: 6746050100     | 10/20/2023 | 9617         | 55,164.08 |
| CDPT    | US BANK TRUST WESTERN REGION            | 10/20/2023 | 9618         | 14,700.01 |
| CDPT    | US BANK TRUST WESTERN REGION            | 10/20/2023 | 9619         | 1,123.96  |
| CDPT    | VISION SERVICE PLAN                     | 10/20/2023 | 9621         | 509.47    |
| CDPT    | MSA-DENTAL POOL                         | 10/20/2023 | 9622         | 5,066.78  |
| CDA     | 711 MATERIALS, INC                      | 10/26/2023 | 9623         | 220.00    |
| CDA     | Actuarial Retirement Consulting LLC     | 10/26/2023 | 9624         | 2,750.00  |
| CDA     | ALPINE PAINT OF BISHOP                  | 10/26/2023 | 9625         | 382.76    |
| CDA     | AT&T Mobility LLC                       | 10/26/2023 | 9626         | 880.91    |
| CDA     | ATKINSON, ANDELSON, LOYA, RUUD AND ROMO | 10/26/2023 | 9627         | 681.98    |
| CDA     | BIG PINE PEST CONTROL                   | 10/26/2023 | 9628         | 400.00    |
| CDA     | BISHOP LOCKSMITH                        | 10/26/2023 | 9629         | 1,020.00  |
| CDA     | CALIFORNIA BROADBAND                    | 10/26/2023 | 9630         | 344.95    |
| CDA     | CASCADE FIRE EQUIPMENT CO               | 10/26/2023 | 9631         | 1,015.06  |
| CDA     | DEPT OF WATER AND POWER                 | 10/26/2023 | 9632         | 6,610.91  |
| CDA     | FRONTIER                                | 10/26/2023 | 9633         | 1,043.11  |
| CDA     | GRAINGER                                | 10/26/2023 | 9634         | 94.93     |
| CDA     | HUNT PROPANE, INC.                      | 10/26/2023 | 9635         | 352.02    |
| CDA     | INYO REGISTER                           | 10/26/2023 | 9636         | 808.52    |
| CDA     | JANA CURRIE                             | 10/26/2023 | 9637         | 2,516.40  |
| CDA     | L.N Curtis & Sons                       | 10/26/2023 | 9638         | 284.71    |
| CDA     | MANOR TRUE VALUE HARDWARE               | 10/26/2023 | 9639         | 157.81    |

| Journal       | Payee or Description       | Date       | Check Number | Amount              |
|---------------|----------------------------|------------|--------------|---------------------|
| CDA           | MUNICIPAL MAINT EQUIPMENT  | 10/26/2023 | 9640         | 752.93              |
| CDA           | PARS PHASE II SYSTEMS      | 10/26/2023 | 9641         | 1,767.34            |
| CDA           | QUADIENT LEASING USA, INC. | 10/26/2023 | 9642         | 515.31              |
| CDA           | RIGHT WAY POOL & SPA       | 10/26/2023 | 9643         | 1,624.57            |
| CDA           | SHREDPRO, INC              | 10/26/2023 | 9644         | 73.00               |
| CDA           | SOUTHERN CALIFORNIA EDISON | 10/26/2023 | 9645         | 5,224.71            |
| CDA           | THE SHEET                  | 10/26/2023 | 9646         | 300.00              |
| CDA           | Valley Health Team         | 10/26/2023 | 9647         | 316.00              |
| CDA           | VERIZON WIRELESS           | 10/26/2023 | 9648         | 467.54              |
| CDA           | WESTERN NEVADA SUPPLY CO.  | 10/26/2023 | 9649         | 218.39              |
| CDP           | DIRECT DEPOSIT TOTAL       | 10/06/2023 | 92201        | 111,723.90          |
| CDP           | DIRECT DEPOSIT TOTAL       | 10/20/2023 | 92202        | 111,890.56          |
| CDPT          | EMPLOYMENT DEV. DEPT.      | 10/06/2023 | 100623200    | 6,125.00            |
| CDPT          | GREAT-WEST LIFE & ANNUITY  | 10/06/2023 | 100623201    | 2,618.04            |
| CDPT          | IRS                        | 10/06/2023 | 100623202    | 19,637.02           |
| CDPT          | PERS                       | 10/06/2023 | 100623203    | 31,450.18           |
| CDPT          | PERS DEFERRED COMP         | 10/06/2023 | 100623204    | 1,868.75            |
| CDPT          | CALPERS MEDICAL            | 10/20/2023 | 102023200    | 68,944.06           |
| CDPT          | EMPLOYMENT DEV. DEPT.      | 10/20/2023 | 102023201    | 6,629.00            |
| CDPT          | GREAT-WEST LIFE & ANNUITY  | 10/20/2023 | 102023202    | 2,618.04            |
| CDPT          | IRS                        | 10/20/2023 | 102023203    | 20,946.96           |
| CDPT          | PERS                       | 10/20/2023 | 102023204    | 31,463.44           |
| CDPT          | PERS DEFERRED COMP         | 10/20/2023 | 102023205    | 1,868.75            |
| Grand Totals: |                            |            |              | <u>1,787,377.71</u> |



Agenda Item: 10.C  
Date of Meeting: November 27, 2023  
Department: Public Works

## STAFF REPORT

To: City Council  
From: Nora Gamino  
Subject: **Capital Equipment Replacement, Vacuum Truck**  
Prepared On: November 20, 2023  
Attachments: Vactor Impact Brochure  
Vactor Impact Quote

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### Background/History:

The vacuum truck is one of the most critical pieces of equipment that the Public Works Department uses. The equipment is used across all aspects of public works, including the streets, water, and sewer programs, performing tasks such as: cleaning sewer mains and manholes, clearing plugged sewer mains, cleaning storm drains and drop inlets, cleaning storm water interceptors, clearing plugged curb drains, excavation of water and sewer lines for emergency repairs, vacuuming debris from the wet well, grit channel, clarifier sludge sumps, and culvert vaults between ponds at the WWTP, providing construction water for backfill compaction and jobsite clean up, washing solar panels, and washing thermoplastic roadway markings. On average, the equipment is deployed between 3-4 times per week.

The current vacuum truck, a VacCon model 4300, has the following problems and limitations: requires very high engine RPM's in order to perform as needed, as a result it is very loud causing a safety concern, it is not four wheel drive, there is no engine break for traveling on steep grades such as returning from the community Aspendell, and it has developed multiple oil leaks. Despite regular maintenance and servicing, the equipment is starting to fail. The frequency and cost of repairs has accelerated over recent years. Most components have been repaired or replaced due to wear. For example, it is currently out of service because it is at the mechanic shop for engine repairs. The department is expecting that more major repairs will be needed in the coming years. As a proactive approach, a replacement is being sought prior to a major failure.

### Analysis/Discussion:

The Public Works Department's vacuum truck specifications include a relatively smaller truck that can fit into City alleys and other tighter space, does not require a commercial license to operate, can maneuver in tight spaces, quiet engine design, four wheel drive, low maintenance water pump, remotely controlled hose reel, boom and emergency stop with wireless controls, six strobe lights for safety, hydro-excavation abilities, work lights on hose

reel, boom, and debris tank for safety, positive displacement vacuum, 40 gallon per minute/ 2,500 pounds per square inch jet rodder pump, and a 500 foot by ¾ inch, 2,500 pounds per square inch sewer hose reel capacity.

The City worked with Haaker Equipment Company to receive a quote for a model that meets these specifications. The lead time for equipment delivery is 12-14 months after approval of the purchase order. There is no payment due at the time of approval of the purchase order. In anticipation of this capital equipment replacement, the City set aside \$300,000 in this current fiscal year's budget, split evenly between three funds: streets, water, and sewer. An additional \$50,000 per fund (\$150,000 total) will be budgeted in fiscal year 2024 – 2025 to cover the remaining cost.

Public Works reached out to other companies who supply vacuum trucks. These other companies either could not provide equipment that met the specifications, or they were non-responsive to our requests.

Economic Impacts:

None.

Budget Impacts:

No impacts to this fiscal year. Operating transfers out from the General Fund (Streets), the Sewer Fund and the Water Fund in the amount of \$50,000 each will be proposed within the FY 2024-2025 budget. Each transfer out listed above would be transferred into the capital reserve fund for heavy equipment replacement. The Heavy Equipment Replacement Fund currently maintains a \$300,000 balance and the planned transfers in would increase the fund balance to \$450,000 and allow for the purchase of the Vacuum Truck within the fund.

Legal Review:

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

Recommended Action:

Council to approve the Purchase Order for a new Vactor iMPACT Truck from Haaker Equipment Company through the Sourcewell Cooperative Purchasing Agreement in a not-to-exceed amount of \$449,232.11.

Approved By: Ethan Aukee 11/21/2023

Approved By: Robin Picken 11/21/2023

Approved By: Dean Pucci 11/22/2023

Approved By: Deston Dishion 11/22/2023

COMPACT DESIGN.  
BIG iMPACT.™



**VACTOR®**  
**iMPACT**

# INTRODUCING iMPACT.

Ergonomic. Economic. Easy-to-operate.



Our newest combination sewer cleaner may be smaller than some of our other models, but it's no less powerful. Built with the same emphasis on performance and reliability, these machines offer outstanding versatility and the ability to maneuver through tight spaces. As with all Vactor® equipment, the iMPACT allows communities to protect, clean and repair their infrastructure. It is also engineered for optimal operator comfort and control. Features contributing to the ease of use include:

- The revolutionary IntuiTouch® control system
- Superior vacuum performance
- Low-maintenance Jet Rodder® water pump
- Exclusive Modul-Flex design
- Quiet engine design, high ground clearance, low water fill point, and twist-and-lock pipe restraints
- Hose reel that can rotate up to 180°
- Precise digital hose footage counter
- Water tanks featuring superior corrosion resistance and backed by a 10-year standard warranty

The new iMPACT makes the innovations of the 2100i more accessible without sacrificing Vactor's high standards.

# STREAMLINE YOUR OPERATION AT THE TOUCH OF A BUTTON.

## IntuiTouch In-Cab Controls

- One-Touch engagement to activate PTO — allowing operators to gain control of all operational systems
- Operator can engage road, combo, and recirculation mode with single push-button ease



## IntuiTouch Control Panel

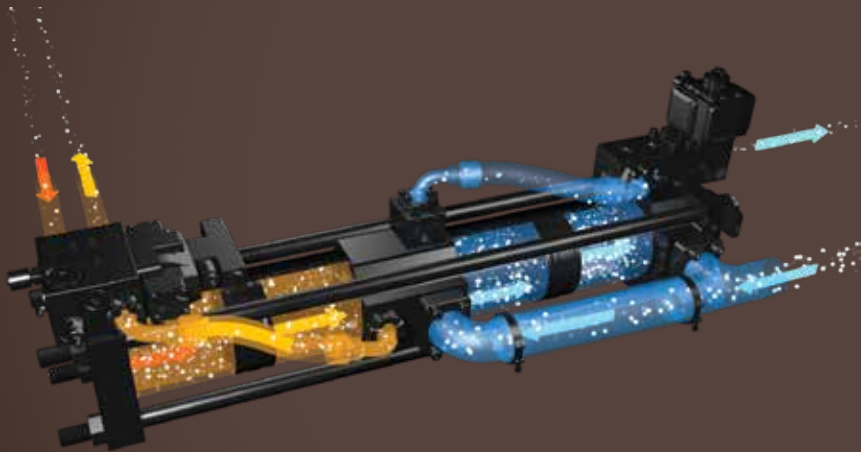
- Rotating controls with up/down adjustment for individualized maximum comfort
- Glove-friendly tactile buttons
- Reliable touch buttons enable the operator to know if a selected function is active
- Hose reel joystick significantly improves response time and pays in and out in the direction of the hose reel
- Boom joystick has a telescoping feature built in, giving the operator full mobility with multiple direction boom movement for quicker set up
- Allows for full proportional boom control with the addition of multiple functions at one time
- Operators have full control of the water system via a single Multi-Flow control dial — enabling them to precisely match the flow and pressure to the job requirements
- E-stops located at all operator control points bring the unit to a safe condition to protect both the operator and the equipment



# ADVANTAGES THAT MAKE AN IMPACT.

## Powerful Positive Displacement (PD) Vacuum

With a unique and operator friendly design, our PD vacuum is great for pulling material long distances. Powered by the chassis engine, the blower is driven hydrostatically, allowing independent control of speed while boosting productivity and reliability.



## Exceptional Jet Rodder Water Pump

Leading the industry in longevity and worry-free maintenance, the Jet Rodder water pump delivers smooth flow at the nozzle for general cleaning and root cutting. Includes the powerful “Jackhammer” action to break up the toughest blockages.

## Robust Aluminum Water Tank

Backed by a 10-year warranty, the water tank on the IMPACT has a non-corrosive, rust- and crack-resistant design. A baffled cylindrical shape adds high strength and durability while the position at the frame rail allows for the best weight distribution.



# CUSTOMIZABLE TO MEET YOUR UNIQUE NEEDS.

## Enhanced Wireless Controls

Updated belly pack and handheld remotes feature two-way data transmission, including active pressure and flow information for the water and the ability to monitor and display essential information like the hose footage being paid out or retracted. Our wireless controls also allow:

- Extensive operation with greater control away from the main operator station
- Multiple control functions including hose reel control, boom control, e-stop and more



## Choose from a wide variety of precision-engineered enhancements, including:

- Cold weather recirculation system
- Digital debris body and water level indicators
- Debris flush-out system
- Expanded storage options including a back of cab toolbox
- Safety warning lighting packages
- Turn and hose reel mounted cameras
- Hydro-excavation kit
- Work-zone lighting packages
- Low water alarm
- Debris splash shield



**Demo the Vactor  
iMPACT today.**

Visit [Vactor.com](http://Vactor.com) to learn more.

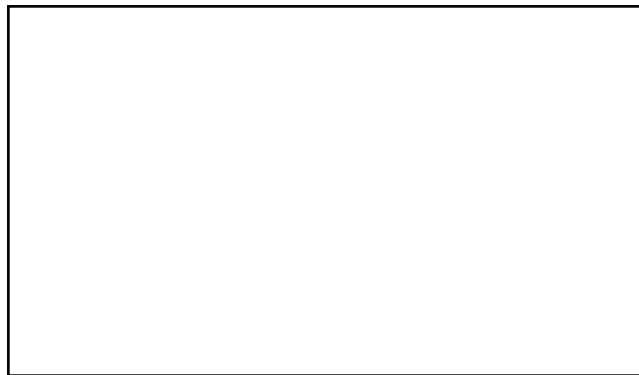
# THE NEW VACTOR iMPACT.

Another innovation from the industry leader.



Powerful enough to tackle virtually any job a big machine can do, the iMPACT is a more affordable option that delivers greater economy and maneuverability. Ideal for municipalities needing a fast response, emergency back-up vehicle, small communities looking to keep up regular maintenance and storm water line problems, and contractors and utilities who prioritize versatility and a lower purchase price.

Vactor has proudly been dedicated to continuously improving combination sewer cleaners for over fifty years, and the compact and powerful iMPACT is just one of the highly customized solutions we offer.



Scan code  
for more info



**VACTOR®**  
Subsidiary of Federal Signal Corporation

[vactor.com](http://vactor.com)

Vactor Manufacturing, Inc. • 1621 South Illinois Street • Streator, IL 61364 USA  
Phone 815.672.3171 • Fax 815.672.2779

Specifications subject to change without notice. Some product shown with optional equipment. Vactor®, Jet Rodder®, and IntuiTouch® are registered trademarks of Vactor Manufacturing. This product may be covered by one or more United States Patents and/or pending applications. Vactor is a subsidiary of Federal Signal Corp. Federal Signal is listed in the NYSE by the symbol FSS.

Effective Date 2/20 P/N 00254 ©2020 Vactor Manufacturing

# HAAKER

## EQUIPMENT COMPANY

2070 North White Avenue, La Verne, California 91750  
(909) 598-2706 ~ haaker.com



### QUOTE

November 16, 2023

**TO:** CITY OF BISHOP  
377 WEST LINE STREET  
BISHOP, CA 93514

**ATTN:** Hector Martinez  
(760) 873-8459  
EMAIL: [HMARTINEZ@citofbishop.com](mailto:HMARTINEZ@citofbishop.com)

In accordance with your request, we are pleased to submit the following proposal for your consideration and approval based on the [Sourcewell Cooperative Purchasing Agreement - Contract #101221-VTR](#).

### **ONE (1) NEW VACTOR iMPACT**

iMPACT Combination Machine with 15" Vacuum, 3 Yard Debris body, 500 Gallons of Fresh Water. Mounted on a **New** Freightliner M2 106, **Model Year Based Availability**, 300 HP 4x4 Chassis with Allison Automatic Transmission. Equipped with all Standard/Optional Equipment listed:

#### **STANDARD ITEMS INCLUDED:**

- Curbside Toolbox w/ Nozzle Storage Rack
- Aluminum Fenders
- Mud Flaps
- Electric / Hydraulic Proportional Boom Control
- Color Coded Sealed Electrical System
- Intuitouch Electronic Package
- Double Acting Hoist Cylinder
- Handgun Assembly
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- (2) Nozzles w/ Carbide Inserts
- Suction Tube Storage
- 3/4" Nozzle Pipe
- 10' Leader Hose
- Stainless Steel Float Shut Off System
- Horizontal Micro strainer Prior to Blower
- Debris Body Vacuum Relief System
- Debris Body-Up Light and Alarm
- Low Water Alarm with Water Pump Flow Indicator
- Water Tank Sight Gauge
- Liquid Float Body Level Indicator
- Front Controlled Blower Drive
- Digital Water Pressure Gauge
- 180 deg. 5ft Extendable Boom
- Joystick Boom Control
- Boom Hose Storage
- Boom Out of Position Light and Alarm
- 40 GPM/2500 PSI Jet Rodder pump
- Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve
- 3" Y-Strainer at Water Pump
- Multi-Flow Water System
- 1" Water Relief Valve
- Midship High Pressure Coupling
- 500' x 3/4" Sewer Hose 2500 PSI Piranha
- Digital Hose Footage Counter
- Hydraulic Tank Shutoff Valves
- Rotating Hose Reel 3/4" x 500' Capacity 180 Deg. Rotation
- Tachometer / Chassis Engine w/ Hour Meter
- Water Pump Hour Meter
- PTO Hour Meter
- Hydraulic Oil Temp Alarm
- Tachometer / Blower w/ Hour Meter
- Circuit Breakers
- LED Lights Clearance Backup Stop Tail & Turn
- Tow Hooks Rear
- Electronic Back-Up Alarm
- 6" Vacuum Pipe Package
- Emergency Flare Kit
- Fire Extinguisher 5 Lbs.

### OPTIONAL EQUIPMENT INCLUDED

- Bellypack Wireless Controls including hose reel controls
- Additional Water, Water and Debris Tanks Joined
- Centrifugal Separators (Cyclones)
- Rear Door Splash Shield
- Lube Manifold
- Lube Chart - Included
- Body Washout
- 6" Rear Door Butterfly Valve 6:00 position
- High Pressure Hose Reel
- Rodder Pump Drain Valves
- Remote Pendant Control With 35' Cord
- Safety Cone Storage Rack - Post Style
- Safety Cone Storage Rack - Post Style
- Corded Hand Light w/Bumper Plug
- Work lights (2) Boom
- Work lights (2) Rear Door
- Work light Manhole
- Camera System Front Rear and Both Sides
- Door Stripe Material Reflective Tape
- Toolbox Behind Cab - 14w 36h x 88d
- Light Package: (6) Strobes, Traffic Advisor

UNIT PRICE: .....\$ 420,441.00  
**SOURCEWELL DISCOUNT:** .....(**\$ -7,354.00**)  
SOURCEWELL SUBTOTAL: .....\$ 413,087.00  
SALES TAX (8.750%): .....\$ 36,145.11  
**TOTAL PRICE, FOB: BISHOP, CA: .....\$ 449,232.11**

THE PROPERTY HEREIN IS GUARANTEED BY MANUFACTURER'S WARRANTY ONLY AND SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTENDS BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

**NOTE:** Price is good for 15 Days. Cost increases due to the addition of Government mandated safety or environmental devices incurred after the date of this proposal, will be charged to you at our cost. Proof of such costs, if any, will be documented.

**TAXES:** SALES TAX applicable at time of delivery will be shown on our invoice. FEDERAL EXCISE TAXES, if applicable, will require payment unless a properly executed Exemption Certificate is submitted.

**DELIVERY:** TBD - Depending on PO **TERMS:** Net 10 or Approved Lease

We appreciate the opportunity to present this proposal and look forward to being of further and continued service.

**HAAKER EQUIPMENT COMPANY** **ACCEPTED BY:** \_\_\_\_\_

**BY:** George Lopez **DATE:** \_\_\_\_\_  
GEORGE LOPEZ  
SALES REPRESENTATIVE



## **City of Bishop Planning Commission**

There will be no Planning Commission Meeting  
November 28, 2023

A Special Meeting is Scheduled for  
December 5, 2023

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



Agenda Item: 12.A  
Date of Meeting: November 27, 2023  
Department: Finance

## STAFF REPORT

To: City Council  
From: Ethan Aukee  
Subject: **Recommended List of Grant in Support Awards**  
Prepared On: November 17, 2023  
Attachments: Recommended List of Awards for Grants in Support 2023-2024

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### Background/History:

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

### Analysis/Discussion:

During the October 23, 2023 City Council meeting, Council appointed two councilmembers to comprise an ad hoc committee to review grant in support applications and make recommendations to the full City Council on awarding of grant in support funding. Mayor Ellis and Councilmember Kong, along with City staff, met to review all applications received. The City received nine applications for specific projects, of which six were chosen to be recommended to the full City Council. The total amount of funding required to fund these six recommended projects is \$47,100. The City budgeted \$56,000 for grants in support in the 2023-2024 fiscal year budget.

### Economic Impacts:

Bishop residents will be provided with programs, events and services that otherwise would not be available. Each grant project is pursued with the intent of increasing the quality of life in the City of Bishop.

### Budget Impacts:

The recommended amount of grant awards does not exceed the approved budget amount of \$56,000 in the 2023-2024 fiscal year budget.

### Legal Review:

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

### Recommended Action:

Council consideration to award grants in support as recommended by the Grant in Support Ad Hoc Committee.

Approved By: Robin Picken 11/17/2023

Approved By:

Approved By:

Approved By:

## Recommended List of Awards for Grants in Support 2023-2024

| Applicant                                          | Project Title                                     | Project Location                                                | Amount Requested | Recommended Award |
|----------------------------------------------------|---------------------------------------------------|-----------------------------------------------------------------|------------------|-------------------|
| <b>Altrusa International of the Eastern Sierra</b> | <i>Redo of the Bishop Police Department Mural</i> | Police Department,<br>207 W. Line St.                           | \$ 10,000.00     | 10,000.00         |
| <b>Bishop Area Bike Association</b>                | <i>Bishop Bike Park</i>                           | City of Bishop Park                                             | \$ 4,000.00      | 4,000.00          |
| <b>Bishop Museum and Historical Society</b>        | <i>Wells Fargo Timelines Through History</i>      | Laws Railroad Museum and Historical Site - Wells Fargo Building | \$ 8,000.00      | 8,000.00          |
| <b>Eastern Sierra Artists DBA C5</b>               | <i>Art in Storefronts</i>                         | Various Locations in Downtown Bishop                            | \$ 7,110.00      | 6,000.00          |
| <b>Eastside Student Center</b>                     | <i>Patio Project &amp; Kitchen Update</i>         | 162 W Line St.                                                  | \$ 8,000.00      | 8,000.00          |
| <b>Helping Hands 4 Housing Inc.</b>                | <i>Housing Liaison Program</i>                    | Based in Bishop, Remote Services                                | \$ 11,100.00     | 11,100.00         |
| TOTAL:                                             |                                                   |                                                                 | \$ 48,210.00     | <b>47,100.00</b>  |



Agenda Item: 12.B  
Date of Meeting: November 27, 2023  
Department: Community Services

## STAFF REPORT

To: City Council  
From: Dan McElroy  
Subject: **Front Playground Replacement Project**  
Prepared On: November 20, 2023  
Attachments: City of Bishop GameTime Construction Agreement  
Front Playground Scope of Service  
Proof of Insurance GameTime

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### Background/History:

In 1993 the Community Services Department installed the existing front playground structure at the Bishop City Park. This structure has seen many years of use by the community and visitors. Community Services staff maintains and records actions to repair or replace any damaged or worn equipment. Maintenance reviews have found that we are unable to obtain replacement parts and due to the fact that this structure does not need ADA standards, this existing play structure was identified in the Strategic Plan for replacement.

### Analysis/Discussion:

Due to the disrepair and the lack of ADA access, the Community Services Department budgeted for \$150,000.00 in the Parks and Recreation 2023-2024 budget, 001-031-56029, for the Front Playground Replacement Project.

The Community Services Department began the process to solicitate vendors to facilitate the Front Playground Replacement Project in August of 2023. A vendor was selected from the State of California OMNIA Partners purchasing GameTime C/O Great Western Recreation. OMNIA Partners purchasing is a Master Purchasing Agent for the State of California. By using OMNIA Partners for this project, the lowest price for playground equipment is guaranteed and formal bid process is not required.

In addition to the OMNIA Partners purchasing, the Community Services applied for and received the GameTime Grant for the purchase of a new play structure in the amount of \$24,725.61. The total amount for the Playground Replacement Project is \$115,218.48. The schedule for construction will begin in February 2024 and complete in March 2024. The purchase and installation for the front playground is under the budgeted amount for this project.

### Economic Impacts:

The City of Bishop Park is centrally located in the City of Bishop. The front playground

provides an area for the community and visitors to recreate while frequenting local businesses.

Budget Impacts:

This item was budgeted within the Community Services Parks and Recreation 2023-2024 budget in the amount of \$150,000.00. The total cost of the Playground Replacement Project is \$115,218.48. The total cost for this project is \$34,781.52 less than the amount initially budgeted.

Legal Review:

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

Recommended Action:

- Council to waive formal bidding procedures pursuant to Municipal Code Section 3.24.16 (A) and approve the purchase and installation of the front playground in an amount not to exceed \$115,218.48.
- Execute the Construction Agreement with PlayCore Wisconsin Inc. dba GameTime for the Front Playground Replacement Project.

Approved By: Ethan Aukee 11/20/2023

Approved By: Robin Picken 11/21/2023

Approved By: Dean Pucci 11/22/2023

Approved By: Deston Dishion 11/22/2023

## **CONSTRUCTION AGREEMENT**

This construction agreement ("Agreement") is made and effective as of November 28, 2023, by and between the City of Bishop, California ("Agency"), a municipal corporation, and PlayCore Wisconsin, Inc. dba GameTime ("Contractor"), a Wisconsin corporation. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

### **I. SCOPE OF WORK**

Contractor shall perform within the time set forth herein of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the construction and installation of playground equipment for the Front Playground Replacement Project ("Project") as set forth in Exhibit A.

By entering into this Agreement, Contractor acknowledges there may be other contractors on the site whose work will be coordinated with that of its own. Contractor expressly warrants and agrees it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors or the Agency. Contractor also expressly agrees that, in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be direct action against the separate contractor. To the extent allowed by law, the Contractor will have no remedy, and hereby expressly waives any remedy against the Agency on account of delay, hindrance, interference, or other events caused by a separate contractor.

### **II. TIME FOR PROJECT COMPLETION**

All of Contractor's work on the Project shall be completed within durations established for the individual activities as set forth in the Exhibit A. All work shall commence ten (10) calendar days after receiving a written Notice of Award from the Agency. Contractor shall refer to the Project plans and specifications, all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations. The aggregate sum total work under this Agreement comprises the entire Project and shall be commenced and completed in conformance with Exhibit A. The entire Project shall be completed within 130 consecutive calendar days.

### **III. AGREEMENT SUM**

Agency shall pay to Contractor for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, the sum of \$115,218.48 ("Agreement Sum").

### **IV. PROGRESS PAYMENTS**

Agency shall make progress payments on account of the Agreement Sum to the Contractor as provided in Exhibit A.

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

## **V. RETENTION OF SECURITIES**

Public Contract Code section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract, at the request and expense of the Contractor. Contractor shall notify Agency in writing of any election made under Public Contracts Code section 22300.

## **VI. INDEMNIFICATION**

Contractor shall indemnify, defend with legal counsel approved by Agency, and hold harmless Agency, its officers, officials, employees, and volunteers ("Indemnified Parties") from and against all claims for and actual liabilities, losses, damages, expenses, costs (including without limitation reasonable attorney's fees, expert fees, and all other costs and fees of litigation) of every nature relating to, arising out of or in connection with Contractor's, its officers, agents, employees, or subcontractors (or any agency or individual that Contractor shall bear the legal liability thereof) negligence, recklessness or willful misconduct in the performance of work on and/or connected with the Project or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the Indemnified Parties. Should conflict of interest principles preclude a single attorney from representing both Agency and Contractor, or should Agency otherwise find Contractor's attorney unacceptable, then Contractor shall reimburse the Agency its costs of defense, including without limitation reasonable attorney's fees, expert fees, and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the Indemnified Parties with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless, or wrongful act, omission or performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by Indemnified Parties. However, without affecting the rights of Indemnified Parties under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless Indemnified Parties for liability attributable to the sole or active negligence or willful misconduct of Indemnified Parties, provided such sole or active negligence or willful misconduct is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where Indemnified Parties are shown to have been solely or actively negligent or to have acted with willful misconduct and where Indemnified Parties' sole or active negligence or willful misconduct accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the sole or active negligence or willful misconduct of Indemnified Parties.

## **VII. PREVAILING WAGES**

- A. Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, and 1773.1", for Inyo County.
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
  - 1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates
  - 2. Section 1777.4 - Apprenticeship Requirements
  - 3. Section 1777.5 - Apprenticeship Requirements
  - 4. Section 1813 - Penalty for Failure to Pay Overtime
  - 5. Sections 1810 and 1811 - Working Hour Restrictions
  - 6. Section 1775 - Payroll Records
  - 7. Section 1773.8 - Travel and Subsistence Pay

## **VIII. RECORD AUDIT**

In accordance with Government Code section 8546.7, records of both the Agency and the Contractor shall be subject to examination and audit for a period of three (3) years after final payment.

## **IX. [reserved]**

## **X. FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by Agency to Contractor no sooner than thirty-five (35) days after a Notice of Completion has been issued, unless otherwise stipulated in the Notice of Completion, provided the work has then been completed, the Agreement fully performed, and a final payment has been made.

#### **XI. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT**

In the event Contractor fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the Contractor for a period of three (3) calendar days after receipt of written demand from Agency or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, or to prosecute its work and all parts thereof in a diligent and workmanlike manner, then the Agency may exclude the Contractor from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the Agency to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the Agency, shall be a charge against the Contractor, and may be deducted from any money due or becoming due to Contractor from Agency, or Contractor shall pay Agency the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement, shall become liable for payment should Contractor fail to pay in full any said cost incurred by the Agency.

#### **XII. INSURANCE**

Prior to the beginning of and throughout the duration of the Project, Contractor and its subcontractors shall maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so or to procure insurance coverage to satisfy the requirements.

Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Contractor or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to Agency.

Without limiting Contractor's indemnification of Agency and/or the Indemnified Parties and prior to commencement of the Project, Contractor shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of

insurance of the type and amounts described below and in a form satisfactory to Agency.

**General liability insurance.** Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01,04/13 in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

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

**Umbrella or excess liability insurance.** [If required to meet higher limits]. Contractor shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer’s liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
- Concurrency of effective dates with primary policies.

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

**Workers’ compensation insurance.** Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000) for Contractor’s employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers’ Compensation Insurance and Employer’s Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor’s employees.

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

### **Other provisions or requirements**

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

**Duration of coverage.** Contractor shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, subcontractors or subconsultants. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. Agency and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

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

**Products/completed operations coverage.** Products/completed operations coverage shall extend a minimum of three (3) years after Project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The Agency, its officials, officers, agents, and employees, shall be included as additional insureds under the products operations coverage. Additional insured status for both ongoing and complete operations will be extended to Agency by independent subcontractor performing on site labor.

**Agency's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by Agency will be promptly reimbursed by Contractor or Agency will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, Agency may cancel this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

### **XIII. CONTRACTOR'S LICENSE**

Contractor must possess at the time of commencing work and throughout the Project duration, a valid Contractor's License, issued by the State of California, which is current and in good standing. Contractor shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a valid Contractor's License, issued by the State of California, which is current and in good standing.

### **XIV. REGISTRATION REQUIREMENTS**

Pursuant to Section 1771.1(a) of the Labor Code:

"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

Contractor must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. Contractor must ensure registration with the DIR is active and in good standing.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Contractor is not subject to public works requirements (including registration with the DIR) if the public works project is under \$1,000, unless the Agency knows that the same Contractor will be awarded total project costs in excess of \$1,000 for a given year.

#### **XV. CORPORATION IN GOOD STANDING**

If Contractor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of Wisconsin, and that Clint Whiteside whose title is Director of Sales Administration, is authorized to act for and bind the corporation.

#### **XVI. COMPLIANCE WITH STATUTES AND REGULATIONS**

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

#### **XVII. PROVISIONS REQUIRED BY LAW**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

#### **XVIII. SUBSURFACE HAZARDOUS MATERIALS**

- A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify Agency in writing of any:
  - 1. Material that Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.
  - 2. Subsurface or latent physical conditions at the site differing from those indicated.
  - 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Project or the character provided for in the Agreement.

- B. Upon receipt of said notification, Agency will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of or the time required for performance of any part of the Project, the Agency will issue a change order.
- C. In the event a dispute arises between the Agency and the Contractor whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in the Contractor's cost of or time required for performance of any part of the Project, the Contractor shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

## **XIX. LIQUIDATED DAMAGES**

Pursuant to Government Code section 53069.85, if work is not completed within durations established for the individual activities as set forth in Exhibit A, it is understood, acknowledged, and agreed Agency will suffer damage. It is therefore agreed that Contractor shall pay to Agency the sum of One Hundred Dollars (\$100.00) for each and every calendar day of delay beyond any completion schedule, construction schedule, or Project milestones established in or pursuant to Exhibit A or beyond the time indicated in Exhibit A for any individual Project activity.

Contractor expressly understands, acknowledges, and agrees that such liquidated damages can and shall be imposed if the Contractor does not meet each and every aspect of any activity schedule, completion schedule, construction schedule, or Project milestones established in or pursuant to Exhibit A. If the Agency accepts work or makes any payment under this Agreement after a default by reason of delays, the acceptance of such work and/or payment(s) shall in no respect constitute a waiver or modification of any provisions regarding a completion schedule, Exhibit A or the accrual of liquidated damages. In the event the same is not paid, Contractor further agrees that Agency may deduct the amount thereof from any money due or that may become due the Contractor under the Agreement. This article does not exclude recovery of damages under provisions of the Agreement, and is expressly in addition to the Agency's ability to seek other damages.

Contractor is to refer to Exhibit A for duration of individual activities. Liquidated damages may be assessed if any individual activity duration exceeds the time indicated for that activity on Exhibit A unless the time for such activity has been extended by mutual agreement of the parties and confirmed in writing.

## **XX. CLAIM PROCEDURES UNDER PUBLIC CONTRACT CODE SECTION 9204**

Contractor shall comply with the procedure set forth in Public Contracts Code section 9204 for any claim, as that term is defined therein, for one or more of the following: 1) a time extension, including, without limitation, for relief from damages or penalties for delay; 2) payment of money or damages arising from work done pursuant to this Agreement; and/or 3) payment of an amount disputed by the Agency under this Agreement.

## **XXI. COMPONENT PARTS OF THE AGREEMENT**

This Agreement entered into consists of the following documents, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

Scope of Work

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all.

## **XXII. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

### **CONTRACTOR**

PlayCore Wisconsin, Inc.

By: \_\_\_\_\_

Title: Director of Sales Administration

Date: 11/17/2023

### **AGENCY**

City of Bishop, California

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

EXHIBIT A  
Scope of Work

Proposal for  
City of Bishop

Prepared by



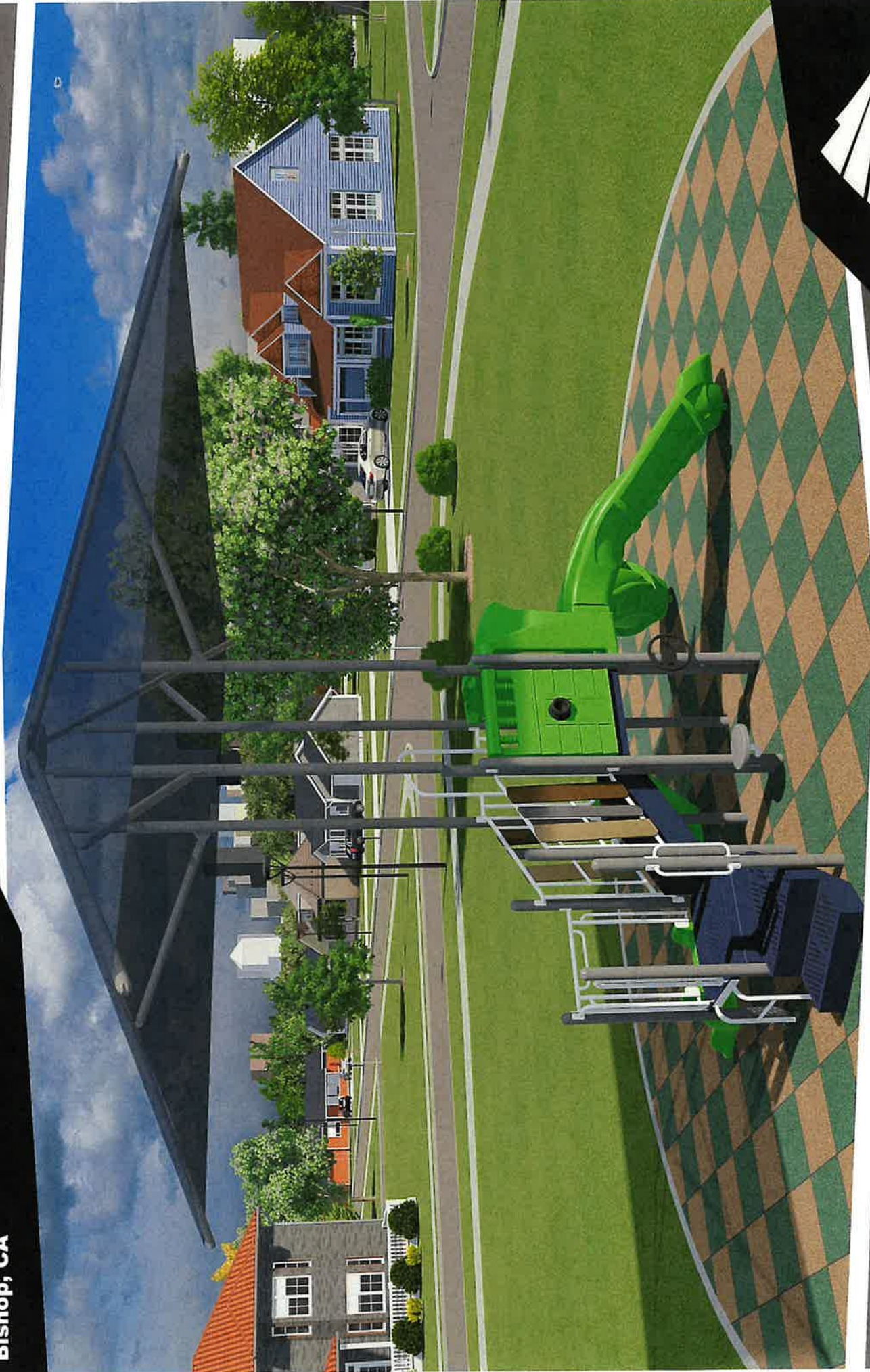
08-08-2023  
Job # 105415-01

City Park 2-5 Playground Option 1A



435-760-5103 | [www.gwpark.com](http://www.gwpark.com)

**Bishop City Park Playground-Project 105415-01-Opt 1  
Bishop, CA**



P: (435) 245-5055 / F: 435 245-5057 [Tyler@gwpark.com](mailto:Tyler@gwpark.com)

A STRONG FOUNDATION IN PLAY FOR OVER 50 YEARS





A PLAYCORE Company

GameTime C/O Great Western Recreation  
P.O. Box 680121  
Fort Payne, AL 35967  
Office: 435-245-5055 Fax: 435-245-5057  
www.gwpark.com

08/18/2023  
Quote #  
105415-01-03

## City Park 2-5 Playground Option 1A CWO GRANT

City of Bishop  
Attn: Daniel McElroy  
377 West Line Street  
Bishop, CA 93515  
Phone: 760-784-1452  
dmcelroy@cityofbishop.com

Ship to Zip 93514

| Qty | Part #  | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | List \$     | Selling \$  | Ext. Selling \$ |
|-----|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|-----------------|
| 1   | RDU     | GameTime - Custom 2-5 Playground -<br><ul style="list-style-type: none"> <li>Reference Drawing #105415-OPT 1</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$38,088.00 | \$21,160.07 | \$21,160.07     |
| 1   | Tile    | GT-Impax - Qty 288 Interlocking Tiles-<br><b>**List Price \$24,725.61, discounted per Omnia Contract</b><br><br>Tile-2'x2'x2 1/4" EPDM 90% Color 10% Black Mesh<br>Includes qty 21 Isotec Joint Glue 30 oz. Tube                                                                                                                                                                                                                                                                                                                                                                                               | \$20,275.00 | \$20,275.00 | \$20,275.00     |
| 1   | INSTALL | Install - Demo and Remove Existing Play Equipment-Install New Play Equipment -<br><ul style="list-style-type: none"> <li>1. Demo and remove existing play equipment.</li> <li>2. Excavate and remove roughly 803 SF of EWF, 6" depth.</li> <li>3. Install new play equipment in area.</li> <li>4. Provide and install 803 SF of compacted fill to raise subgrade for tile, roughly 5.5" depth.</li> <li>5. Provide and install 803 SF of concrete slurry subbase, 4" depth.</li> <li>6. Include weep holes for drainage.</li> <li>7. Install 803 SF of interlocking tile.</li> <li>Prevailing Wages</li> </ul> | \$61,762.00 | \$61,762.00 | \$61,762.00     |

Contract: OMNIA #2017001134

|                  |                     |
|------------------|---------------------|
| <b>Sub Total</b> | \$120,125.00        |
| <b>Discount</b>  | (\$16,927.93)       |
| <b>Freight</b>   | \$8,395.84          |
| <b>Tax</b>       | \$3,625.57          |
| <b>Total</b>     | <b>\$115,218.48</b> |



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
MARSH USA, LLC.  
Two Alliance Center  
3560 Lenox Road, Suite 2400  
Atlanta, GA 30326  
Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321  
CN102326389-CAS-GAUWX-23-24

**CONTACT NAME:** Brenda Young-Epps  
**PHONE (A/C, No, Ext):** (404) 995 3074  
**FAX (A/C, No):**  
**E-MAIL ADDRESS:** brenda.youngepps@marsh.com

| INSURER(S) AFFORDING COVERAGE |                                          | NAIC # |
|-------------------------------|------------------------------------------|--------|
| INSURER A :                   | Evanston Insurance Company               | 35378  |
| INSURER B :                   | Continental Casualty Company             | 20443  |
| INSURER C :                   | American Casualty Company Of Reading, Pa | 20427  |
| INSURER D :                   | Transportation Insurance Co              | 20494  |
| INSURER E :                   | N/A                                      | N/A    |
| INSURER F :                   | The Continental Insurance Company        | 35289  |

**INSURED**  
PlayCore Wisconsin, Inc.  
Dba GameTime  
150 PlayCore Drive SE  
Fort Payne, AL 35967

## COVERAGES

CERTIFICATE NUMBER:

ATL-005677026-00

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                   | ADDL SUBR INSD WVD | POLICY NUMBER                                                    | POLICY EFF (MM/DD/YYYY)                              | POLICY EXP (MM/DD/YYYY)                              | LIMITS                                                                                                                                                                                                                                                                      |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------------------------------------------------------------|------------------------------------------------------|------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> SIR \$250,000 Per Occ.<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |                    | MKL2PBC002028                                                    | 08/01/2023                                           | 08/01/2024                                           | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000<br>POLICY AGGREGATE \$ 10,000,000 |
| B        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                    |                    | BUA 7039895527                                                   | 08/01/2023                                           | 08/01/2024                                           | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Comp./Coll. Ded.: \$1,000 \$                                                                                   |
| F        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$0                                                                                                                                            |                    | 7039984806<br>RETENTION Umb Catastrophe \$25,000                 | 08/01/2023                                           | 08/01/2024                                           | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>\$                                                                                                                                                                                                              |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                       | Y/N<br>N N/A       | WC 7 39895530<br>WC 7 39895544<br>WC 7 39918871<br>WC 7 39929062 | 08/01/2023<br>08/01/2023<br>08/01/2023<br>08/01/2023 | 08/01/2024<br>08/01/2024<br>08/01/2024<br>08/01/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                                                    |

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: City Park 2-5 Playground - OMNIA Contract #2017001134

City of Bishop its officers, officials, employees, agents, and volunteers are listed as additional insured as their interests may appear, during and until completion of the referenced project, on a primary and non-contributory basis, on the General Liability via CG 2010 04/13 and Automobile Liability via CA 2048 policies, when required by written contract. A Waiver of Subrogation applies in favor of the additional insured on the Workers Compensation policy, when required by written contract. Excess/Umbrella follows form over the General Liability policy, when required by written contract.

## CERTIFICATE HOLDER

City of Bishop  
377 West Line Street  
Bishop, CA 93515

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA LLC

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AGENCY CUSTOMER ID: CN102326389

LOC #: Atlanta



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

|                           |           |                                                                                                            |  |
|---------------------------|-----------|------------------------------------------------------------------------------------------------------------|--|
| AGENCY<br>MARSH USA, LLC. |           | NAMED INSURED<br>PlayCore Wisconsin, Inc.<br>Dba GameTime<br>150 PlayCore Drive SE<br>Fort Payne, AL 35967 |  |
| POLICY NUMBER             |           | EFFECTIVE DATE:                                                                                            |  |
| CARRIER                   | NAIC CODE |                                                                                                            |  |

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers' Compensation (Continued):

Carrier: Transportation Insurance Company

Policy Number: WC 7039918885

Dates: 08/01/2023 - 08/01/2024

WC 7 39895530 - AL, CO, FL, GA, ID, IL, IN, KS, KY, ME, MD, MI, MN, MO, MT, NV, NY, NC, OK, OR, PA, SC, TN, TX, UT, VA

WC 7 39895544 - CA

WC 7 39918871 - AZ, OR, WI

WC 7039918885- OH, ND, WY, WA

POLICY NUMBER: MKLV2PBC002028  
EFFECTIVE: AUGUST 1, 2023  
EXPIRES: AUGUST 1, 2024

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

| Name Of Additional Insured Person(s)<br>Or Organization(s)                                             | Location(s) Of Covered Operations |
|--------------------------------------------------------------------------------------------------------|-----------------------------------|
| As required by written contract executed by both parties<br>prior to loss                              | All locations                     |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |                                   |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "**insureds**" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured: PlayCore Group, Inc.**

**Endorsement Effective Date: 8/1/2023**

**SCHEDULE**

**Name Of Person(s) Or Organization(s): "Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss."**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "**insured**" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "**insured**" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

Form No: CA 20 48 10 13  
Endorsement Effective Date: 08/01/2023  
Endorsement No: TBD; Page: TBD  
Underwriting Company: CONTINENTAL CASUALTY COMPANY

Policy No: BUA 703895527  
Policy Effective Date: 08/01/2023  
Policy Page: TBD



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

“Any person or organization whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss”

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)  
Endorsement Effective Date: 08/01/2023  
Endorsement No: TBD; Page: TBD  
Underwriting Company: AMERICAN CASUALTY COMPANY OF READING PENNSYLVANIA;  
TRANSPORTATION INSURANCE COMPANY

Endorsement Expiration Date: 07/31/2024

Policy No: W739895530; WC739895544;  
WC739918871; WC739929062  
Policy Effective Date: 08/01/2023  
Policy Page: TBD



DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "**insureds**" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured: PlayCore Group, Inc.**

**Endorsement Effective Date: 8/1/2023**

**SCHEDULE**

**Name Of Person(s) Or Organization(s):** " Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss."

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "**insured**" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "**insured**" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

Form No: CA 20 48 10 13  
Endorsement Effective Date: 08/01/2023  
Endorsement No: TBD; Page: TBD  
Underwriting Company: CONTINENTAL CASUALTY COMPANY

Policy No: BUA 703895527  
Policy Effective Date: 08/01/2023  
Policy Page: TBD

POLICY NUMBER: MKLV2PBC002028  
EFFECTIVE: AUGUST 1, 2023  
EXPIRES: AUGUST 1, 2024

**COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

| <b>Name Of Additional Insured Person(s)<br/>Or Organization(s)</b>                                     | <b>Location(s) Of Covered Operations</b> |
|--------------------------------------------------------------------------------------------------------|------------------------------------------|
| As required by written contract executed by both parties prior to loss                                 | All locations                            |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |                                          |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Agenda Item: 12.C  
Date of Meeting: November 27, 2023  
Department: Public Works

## STAFF REPORT

To: City Council  
From: Nora Gamino  
Subject: **Building Permitting and Inspection Memorandum of Understanding with Inyo County, Amendment 3**  
Prepared On: November 17, 2023  
Attachments: Amendment 3\_Inyo Co MOU Building Permitting and Inspection  
Inyo Co MOU Building Permitting and Inspection  
OpenGov Permitting Proposal  
OpenGov Quote for Inyo County  
OpenGov Master Service Agreement

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### Background/History:

The City has a memorandum of understanding (MOU) with Inyo County Public Works Department to provide Building Permitting and Inspection services. This MOU, signed in 2016, states that Inyo County will provide building official, building inspection, and plan check services to the City of Bishop. Office support activities are shared between the two agencies, which allows for better customer service to the public, and the City provides office space to the County employees. Amendments 1 and 2 added on-call technical review for parcel and subdivision maps and on-call City Engineer services, respectively, to the scope of County provided services.

Amendment 3 includes two changes to the MOU. The first is a \$15,000 increase in the annual contribution the City pays for building permitting and inspection services. The second is for 20% of the cost of the OpenGov permitting software that will be utilized by the Building Department. The City's cost for the first year of the software, which includes development and deployment, is \$23,449. Subsequent years will cost \$15,400 with a 5% increase annually.

### Analysis/Discussion:

#### *Building Permitting and Inspection Services*

In 2023, the County Public Works Director requested an increase in City's fiscal contribution to the MOU due to the increased operational costs. An analysis was performed to determine an appropriate fee for the services provided based on the amount of time County employees spend on City work, employment costs, and the cost of office space. An adjusted fee of \$75,000 per year for the services outlined in the MOU and amendments was found to be appropriate and agreed upon by both parties. This is an increase of \$15,000.

### *Building Permit Software*

In an effort to modernize business functions, the Public Works and Building Departments started researching options for building permitting software in late 2022. The departments identified following goals they hoped to accomplish by instituting building permit software:

- Increased customer service through online self service functions and increased process transparency.
- Reduction of paperwork handling and storage, with an end-goal of a near “paperless” office.
- Streamlined interdepartmental transmittals with increased accountability.
- Expansion to other permitting and licensing functions, such as planning and zoning approvals, public works encroachment, and special events.
- Increased processing efficiencies through automated workflows.
- Real time inspection updates and reporting through use of mobile technology.

Several companies hosted demonstrations of their software, however the OpenGov platform was able to meet the needs of the departments. An additional benefit of OpenGov is that the configuration and creation of the record types is easily managed by system administrators, meaning that City staff will be able to modify, create, and manage how the system works for our end users. Refer to the attached proposal from OpenGov for more information about the software.

Because the City and County share Building Permitting and Inspection, the County will hold the contract for the OpenGov software through a third-party GSA vendor, Vertosoft. In anticipation that the City might need to procure services directly from OpenGov in the future, such as assistance in development of an additional record type that the County does not want or need, the City will also enter into a Master Services Agreement with OpenGov. This MSA is a no-cost agreement until the time in which we choose to employ their services.

The City will reimburse the County for 20% of the total amount of the cost. This 80/20 split of the cost is based on population. Other methods of determining proportionate cost were analyzed, such as number of permits issued and use cases based on jurisdiction. However, due to a wide range of factors and the variations from year to year, it was agreed that a simple method based on population would suffice. The City's first-year cost, which includes the fee for product development and training, is \$23,449. The second-year cost, which is only for the software subscription, is \$15,400. There is a 5% increase annually.

It is anticipated that once the software is deployed and running smoothly, it will initially save approximately 20% of staff time. As the department becomes more proficient with the program efficiency will also increase. It is expected that it will fill in communication gaps between departments and help expedite permitting, filing, and communication interdepartmentally.

### Economic Impacts:

OpenGov permitting software is anticipated to bring economic benefits for the City of Bishop, primarily through operational efficiencies, improved customer service, potential cost savings, and the ability to expand services in the future to foster economic vitality of the City. Citizens, developers, and businesses seeking permits or approvals could experience faster and more accessible services that could expedite the construction process and lead to cost savings.

Efficiencies gained through automation, streamlined workflows, and reduced administrative burdens may lead to staff time cost savings and allow time for more strategic or customer-facing roles.

Budget Impacts:

This item is included in the 2023-2024 Fiscal Year Budget in the General Fund, Building, Miscellaneous Dues and Subscriptions account 001-022-52019.

Legal Review:

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

Recommended Action:

Council to approve Amendment 3 to the Memorandum of Understanding Between the City of Bishop and Inyo County for Building Permitting and Inspection.

Approved By: Ethan Aukee 11/21/2023

Approved By: Robin Picken 11/21/2023

Approved By: Dean Pucci 11/22/2023

Approved By: Deston Dishion 11/22/2023

**AMENDMENT NUMBER 3**  
**to**  
**Memorandum of Understanding Between the City of Bishop and Inyo County**  
**For**  
**Building Permitting and Inspection**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and the City of Bishop (hereinafter referred to as “City”), have entered into an Memorandum of Understanding (“MOU”) for the Provision of building permitting and inspection services dated December 14, 2016.

WHEREAS, County and City approved Amendment Nos. 1 and 2 to the MOU on March 20, 2018, and March 26, 2020, respectively, to expand the scope of services provided under the MOU.

WHEREAS, the MOU provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual written consent of the parties thereto.

WHEREAS, County and City do desire and consent to amend the MOU as set forth below.

NOW, THEREFORE, County and City hereby amend the MOU to add the following provisions:

1. The County intends to contract with OpenGov for the permitting platform as set forth in Exhibit A to this Amendment Number 3. If and when the County enters into that OpenGov contract, the City will pay for 20% of the cost of said OpenGov contract incurred by the County. The County and City will review annually, beginning on or about October 1, 2024, whether the City’s cost share is appropriate, or if it should be adjusted. Any such adjustment shall be approved in writing.
2. Paragraph 12 of the MOU shall be replaced in its entirety as follows:

“12. Beginning July 1, 2023 the City will pay the County \$75,000 per fiscal year (and a pro-rata portion of that amount for any partial payment) related to the provision of Services billed and paid on a quarterly basis, unless or until said amount is changed by mutual agreement of the parties.

All other terms and conditions remain unchanged.

[Signature Page Follows]

AMENDMENT NUMBER 3  
Memorandum of Understanding Between the City of Bishop and Inyo County  
For Building Permitting and Inspection

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND  
SEALS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF INYO**

**CITY OF BISHOP**

By: \_\_\_\_\_

By: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
City Attorney

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

## EXHIBIT A

### OpenGov Contract

**Memorandum of Understanding (MOU)**  
**Between the City of Bishop and the County of Inyo Concerning**  
**Building Permitting and Inspection**

**WHEREAS**, the County of Inyo ("County") and the City of Bishop ("City") each has the responsibility for building permitting and inspection within respective jurisdictions; and

**WHEREAS**, the County and the City can achieve lower costs and improved service by jointly staffing building permitting and inspection services; and

**WHEREAS**, the County, on average, has a greater building permitting and inspection workload than the City; and

**WHEREAS**, the City has office space that can accommodate anticipated joint building permitting and inspection staffing levels; and

**WHEREAS**, the City currently has no employees of its own providing such services; and

**WHEREAS**, the parties desire for designated County employees in the Public Works Department to act jointly as the Building Official and Building Department staff for both the City and the County, providing building services for both agencies out of office space provided by the City, on terms and conditions described more fully below.

**Now, therefore, the County of Inyo and the City of Bishop agree as follows:**

1. Building permitting and inspection services ("Services") are those services intended to ensure compliance with the California Building Standards Law, subject to any lawful amendments made by the City. Services will primarily include building official, building inspection, and plan check services.
2. In addition to and separate from Services, the County and City will share office support activities related to the Services. These support activities include intake and tracking of building permit applications, scheduling building inspections, answering routine and non-technical questions for both agencies. It is anticipated the office support activities workload of each agency will be about equal.
3. The County will provide Services on behalf of the City within the City through county building official and building inspector employees (said employees are hereinafter referred to as the "County Employees") and occasionally through County contractors. The combined time spent by County Employees and County contractors providing the Services is expected to amount to the equivalent of about 1/2 of one full time employee. The County will also provide Services on its own behalf regarding building matters outside of the City limits (the unincorporated area of the County), while operating out of office space to be provided by the City as discussed below. The parties will work together regarding appropriate signage, business cards, letterhead, or other notifications

so that the public understands the nature of and location of the County's provision of such Services on behalf of both agencies.

4. Such Services shall include coordination with City Departments regarding development conditions associated with said building permits.
5. The City will provide approximately 400 square feet of office space including parking, heating, ventilating, cooling, electricity, water, sewer, lighting, and trash and recycling at Bishop City Hall and excluding electronic communications for County Employees providing the Services and related office support activities pursuant to this Agreement. City offices are open to the public 5 days a week from 8 am to 4:30 pm, excluding holidays. Services on behalf of both agencies will be provided during the 5 work days of a week and at other times during emergencies.
6. The City shall take all necessary actions to authorize County Employees to lawfully provide the Services pursuant to this MOU. Among other things, the City shall duly appoint as its Building Official the County Employee who serves as the County's Building Official (currently Clint Quilter, who is also the County Public Works Director and Director of Building and Safety).
7. The County will provide furnishings and equipment for County Employees who are providing Services at Bishop City Hall. The County will also provide its own vehicles for providing Services in the field (e.g., inspections).
8. The parties to this MOU will cooperate on providing electronic communication capability (including cell phone and internet access) for County Employees providing Services for City at Bishop City Hall.
9. The County will pay the cost to provide electronic communication capability for County employees who are providing Services for itself regarding County matters at Bishop City Hall.
10. The City will provide and pay the cost to provide electronic communication capability for County Employees who are providing Services for City at Bishop City Hall.
11. The parties to this MOU will cooperate and share the cost at 75% County and 25% City for alterations needed, as jointly determined, to house County employees at Bishop City Hall; provided, however, that this provision shall in no event require County to pay more than five thousand dollars (\$5,000) toward such alterations.
12. The City will pay the County \$60,000 per fiscal year (and a pro-rata portion of that amount of \$40,000 for the initial fiscal year of 2016-17) related to the provision of Services billed and paid on a quarterly basis, unless or until said amount is changed by mutual agreement of the parties.
13. County and City employees shall record all time spent on Services and related office support activities performed pursuant to this MOU. This record shall be reviewed biennially by the parties to this MOU. This review will provide the basis to negotiate revisions to the contract as necessary to ensure that MOU cost is

equitable. The parties shall endeavor to raise and discuss any proposed changes in the amount of annual compensation sufficiently in advance of the parties' respective budget processes, for implementation (if at all) during the next fiscal year.

14. The parties to this MOU will cooperate and consult with one another on the planning and administration of Services and related office support activities including recruitment, development, and assignment of employees of either agency involved in such Services or activities.
- 15.A. Insurance. City shall procure and maintain, during the entire term of this MOU or, if work or services do not begin as of the effective date of this MOU, commencing at such other time as may be authorized in writing by the County Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services for City hereunder and the results of that work by County, its agents, representatives or employees, or sub-contractors. With regard to coverage of the County Employees while in transit, and consistent with Section 17 of this MOU pertaining to City responsibility for actions of County Employees while performing services on behalf of City pursuant to this MOU, the City will insure County Employees when they are en route to a project where they are performing City business, so long as the County Employees are within the city limits of the City of Bishop. General liability policies shall provide or be endorsed to provide that County and its officers, officials, employees, volunteers and agents shall be additional insureds under such policies. For any claims arising out of any County Employee's performance of Services for City under this MOU, City's insurance coverage shall be the primary insurance coverage and at least as broad as ISO CG 20 01 04 13 as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of City's insurance and shall not contribute with it:

General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by the County Employees for City under this MOU, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$1,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

Auto Liability Coverage. The City shall maintain auto liability coverage in the amount of \$1,000,000 per occurrence applicable to all owned, non owned and hired vehicles. This coverage does not apply to auto vehicle physical damage.

Workers' Compensation. Employees of the County will be considered employees of the County while performing services for the City under the scope of the MOU.

The City will be responsible for reimbursing the County for workers' compensation costs incurred on behalf of the employee related to the services for the City, as defined in the scope of services in the MOU.

If the City maintains broader coverage and/or higher limits than the minimums shown herein, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the City. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the Services required to be performed by the County Employees for City under this MOU. The required policy(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to County commencing any Services for City under this MOU, City shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to County, its agents, officers and employees; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to County.

B. Consistent with the County's responsibility under Section 17 of this MOU for actions of County Employees while performing services on behalf of the County, County shall provide the following insurance:

General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services performed by the County for County, including operations, products and completed operations, property damage, auto liability, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$1,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the operation of County for County under this MOU. The required policy(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". County shall provide to City: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to City, its agents, officers and employees; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to County.

16. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between County and City. County is an independent contractor. It is understood that City will not withhold any amounts for payment of taxes from County's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be County's sole responsibility. County shall indemnify and hold City harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from County's compensation.
17. It is the intent of this MOU that City and County be responsible for their own actions, and that the official actions of the County Employees be the responsibility of the agency during those times the County Employee is acting on behalf of that agency (i.e., it is City's responsibility during the times that County Employees are performing services in and for City pursuant to this MOU, and County's responsibility at all other times). With regard to responsibility for the County Employees while in transit, the City will have responsibility for County Employees when they are en route to a project where they are performing City business, so long as the County Employees are within the city limits of the City of Bishop. Except that the County shall maintain Auto Physical Damage Coverage at all times for the County vehicles utilized under the scope of this agreement.

Each party to this MOU shall defend, indemnify, and hold harmless each other, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this MOU by their respective agents, officers, or employees. For purposes of this section, the County Employees furnished by County to City are agents of City, not of County, during such times as said Employees are performing work, including travel and other incidental activities, in and for City. Such obligation to defend, indemnify, and hold the each other, their agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Each party's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of their respective agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

The respective obligations to defend, indemnify, and hold each other, their agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this MOU to procure and maintain a policy of insurance and shall survive any termination or expiration of this MOU.

18. This MOU shall take effect when it is signed by authorized representatives of the City and the County. It shall remain in effect until terminated by the City or the

County, which either may do, without cause or legal excuse, and without incurring any liability to the other party, by giving the other party 90 days' written notice of its intent to terminate the MOU. If the MOU is terminated, the provisions noted above in this document regarding the housing of County Employees at City Hall would also terminate simultaneously.

19. This MOU shall be administered on behalf of the City and the County by the following persons, to whom any notices or correspondence concerning the MOU shall be directed. If these persons are succeeded in their positions, the succeeding persons shall take on the administration of this MOU.

City of Bishop:

David Grah  
Director of Public Works  
377 West Line Street  
Bishop, California 93514  
760-873-8458  
dgrah@cityofbishop.com

Inyo County:

Clint Quilter  
Director of Public Works  
Post Office Box Q  
Independence, California 93526  
760-878-0201  
cquilter@inyocounty.us

20. This document constitutes a complete understanding between the County and the City and any modification will not be in force and effect until such modification is reduced to writing and signed by all parties.

**EXECUTION:**

By the signatures of their authorized representatives appearing below, the City of Bishop and the County of Inyo agree to perform and abide by the terms of this MOU.

**County of Inyo**

By: Mark Tillmans

Dated: 1/10/17

Approved as to form:

County Counsel

By: [Signature]

Approved for risk management:

By: M. Baker

**City of Bishop**

By: [Signature]

Dated: 12/14/16

City Attorney

By: [Signature]

By: [Signature] 12/14/16

**AMENDMENT NO. 1**  
**To**  
**Memorandum of Agreement**  
**Between the City of Bishop and the County of Inyo**  
**For**  
**Building Permitting and Inspection**

**WHEREAS**, the County of Inyo (hereinafter referred to as "County") and the City of Bishop (hereinafter referred to as "City"), have entered into a Memorandum of Agreement for the provision of building permitting and inspection services dated December 14, 2016.

**WHEREAS**, County and City do desire and consent to amend such Memorandum of Agreement as set forth below:

**WHEREAS**, such Memorandum of Agreement provides that it may be modified upon written consent of both parties.

County and City as follows:

1. Add Section 3a.

"Inyo County shall provide on-call technical review of Final Parcel and Final Subdivision Maps pursuant to under Government Code Title 7, Division 2 (Subdivision Map Act (SMA)) Section 66450(b). The provision shall only be effective if County has a appropriately licensed employee available to provide the service."

The effective date of this amendment to the Memorandum of Agreement is 5/1/2018.

All other terms and conditions of the Memorandum of Agreement are unchanged and shall remain the same.

**AMENDMENT NO. 1**  
**To**  
**Memorandum of Agreement Between the City of Bishop and Inyo County**  
**For**  
**Building Permitting and Inspection**

3 IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
DAY OF March, 2018.

**COUNTY OF INYO**

By: 

Dated: 5-1-18

APPROVED AS TO FORM AND  
LEGALITY:

  
County Counsel

**CITY OF BISHOP**

By: Karen Schwab

Dated: 3/26/18

  
City Attorney

**AMENDMENT NO. 2**  
**To**  
**Memorandum of Agreement Between the City of Bishop and Inyo County**  
**For**  
**Building Permitting and Inspection**

**WHEREAS**, the County of Inyo (hereinafter referred to as "County") and the City of Bishop (hereinafter referred to as "City"), have entered into a Memorandum of Agreement for the provision of building permitting and inspection services dated December 14, 2016.

**WHEREAS**, County and City approved Amendment #1 to the Memorandum of Agreement on March 20, 2018:

**WHEREAS**, County and City do desire and consent to amend such Memorandum of Agreement as set forth below:

**WHEREAS**, such Memorandum of Agreement provides that it may be modified upon written consent of both parties.

County and City as follows:

**1. Add Section 3b.**

"Inyo County shall provide on-call City Engineer services for the review and certification of Final and Parcel Maps pursuant to Government Code Title 7, Division 2 (Subdivision Map Act (SMA)) Sections 66442 and 66450 and pursuant to Business and Professions Code, Division 3, Chapter 15 (Professional Land Surveyors Act), Article 5, Section 8762.5. This provision shall only be effective if County has an appropriately licensed employee available to provide the service and only until such time as City has designated a permanent City Engineer."

The effective date of this amendment to the Memorandum of Agreement is March 23, 2020.

All other terms and conditions of the Memorandum of Agreement are unchanged and shall remain the same.

**AMENDMENT NO. 2**  
**To**  
**Memorandum of Agreement Between the City of Bishop and Inyo County**  
**For**  
**Building Permitting and Inspection**

26<sup>th</sup> IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
DAY OF MARCH, 2020.

**COUNTY OF INYO**

By: \_\_\_\_\_

Dated: 3/24/20

APPROVED AS TO FORM AND  
LEGALITY:

\_\_\_\_\_  
County Counsel

**CITY OF BISHOP**

By: \_\_\_\_\_

Dated: 3/25/2020

\_\_\_\_\_  
City Attorney

# OpenGov & Inyo County + Bishop

– *Permitting Project Proposal*



# OpenGov Cloud



## BUDGETING & PLANNING

Operating Budget  
Capital Planning  
Workforce Planning  
Online Budget Book



## PROCUREMENT

Solicitation Development  
Supplier Engagement  
Evaluations & Awards  
Contract Management



## ASSET MANAGEMENT

Asset Management  
Work Management  
Resource Management  
Infrastructure Planning



## PERMITTING & LICENSING

Forms & Workflows  
Public Portal  
Inspections  
Online Payments



## REPORTING & TRANSPARENCY

Dashboards | Performance  
Public Engagement

# Inyo County & Bishop



**Current Situation: City and County struggling with manual, paper based permitting processes and looking for one centralized solution to digitize and manage City & County permits**

## Challenges

- Permitting process managed in excel - no automated notifications, reminders, or routing. Communication is difficult when folks are spread out geographically
- No in-field capability for staff to make updates, and there is a large territory to cover
- No online self service capability for residents, leading to staff receiving many calls for updates

## Project Goals

- Centralize & digitize both City & County applications & processing in one platform
- Automated workflow routing & notification to decrease processing time by 25%-50% and ensure applications don't fall through the cracks
- Enable staff to make in-field updates in real time via tablet or smartphone
- Online self service capability for residents and developers for increased customer service

**Desired Go-Live Date:** Project Start By End of 2023 / January 2024



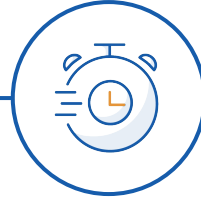
# Permitting & Licensing

Build an Experience  
Applicants *and* Staff Love



## PUBLIC PORTAL

Offer an intuitive and customizable portal for applicants to interact online



## STREAMLINED REVIEWS

Accelerate approvals by automatically assigning reviewers and inspectors



## IN-APP COLLABORATION

Easily notify applicants or colleagues about outstanding items or changes



## FULL CONTROL

Design workflows, fees, documents, and reports without tech support

# Proposal Options

# Proposed Implementation Overview for Inyo County/City of Bishop

**Unlimited Usage:** Unlimited Service Areas, Unlimited Users, Unlimited Record Types & Applications

**Record Types:** *Includes application form conversion, permit workflow, user permissions, fee schedules, output document creation, required attachments, renewals (if applicable)*

1. Commercial Building Permit
2. Residential Building Permit
3. Application for Retail Food Facility
4. Septic Permit
5. Planning Permit 1
6. Planning Permit 2
7. Food Inspection

**Training for each service area:**

- Administrator Training
- End User Training
- Record Type Configuration Training

**(Add ons) Integrations and Migrations:**

- Master Address Table (MAT)
- ESRI ArcGIS Integration
- Flag Integration
- Data Migration - from Excel
- Autofills (code violation)
- Accounting & Finance Export (2)
- State Contractor Integration

**Reporting:**

- Records
- Inspections
- Payments
- Approval
- Documents
- Projects

# OpenGov Permitting 3Y Proposal (2023 Rates)

Joint City & County Proposal



| Product                                                      | Unlimited Usage                              |
|--------------------------------------------------------------|----------------------------------------------|
| <b>OpenGov Permitting &amp; Licensing</b><br><i>(Annual)</i> | Year 1: \$64,400*<br>Future Years: \$77,000* |
| <b>Deployment</b><br><i>(One Time)</i>                       | \$74,685                                     |

|                            |                   |
|----------------------------|-------------------|
| <b>Year 1 Cost</b>         | <b>\$139,085</b>  |
| <b>Ongoing Annual Cost</b> | <b>\$77,000**</b> |

*\*Rates Based on Govt Budget Size \*Unlimited Users & Unlimited Amount of Data \*Includes Training, Support, Customer Manager, and Premium Support \*All Updates to Cloud Platform Included in Subscription \*\*Software Rates Increase 5% Annually*

***\*Discount of ~9.5% if multiple years paid up front***

# Proposed Implementation Overview for Inyo County/City of Bishop

## Lighter Deployment

**5 Service Areas:** Building/Inspections, Planning, Fire, Code Enforcement, Business Licenses

**Record Types:** *Includes application form conversion, permit workflow, user permissions, fee schedules, output document creation, required attachments, renewals (if applicable)*

1. Commercial Building Permit
2. Residential Building Permit
3. Application for Retail Food Facility)
4. Planning Permit 1
5. Food Inspection

### Training for each service area:

- Administrator Training
- End User Training
- Record Type Configuration Training

### (Add ons) Integrations and Migrations:

- Master Address Table (MAT)
- ESRI ArcGIS Integration
- Flag Integration
- Autofills (code violation)
- Accounting & Finance Export (2)
- State Contractor Integration

### Reporting:

- Records
- Inspections
- Payments
- Approval
- Documents
- Projects

# OpenGov Permitting 3Y Proposal (2023 Rates)

Joint City & County Proposal (Lighter Deployment)



| Product                                                      | Unlimited Usage                              |
|--------------------------------------------------------------|----------------------------------------------|
| <b>OpenGov Permitting &amp; Licensing</b><br><i>(Annual)</i> | Year 1: \$64,400*<br>Future Years: \$77,000* |
| <b>Deployment</b><br><i>(One Time)</i>                       | \$52,845                                     |

|                            |                   |
|----------------------------|-------------------|
| <b>Year 1 Cost</b>         | <b>\$117,245</b>  |
| <b>Ongoing Annual Cost</b> | <b>\$77,000**</b> |

*\*Rates Based on Govt Budget Size \*Unlimited Users & Unlimited Amount of Data \*Includes Training, Support, Customer Manager, and Premium Support \*All Updates to Cloud Platform Included in Subscription \*\*Software Rates Increase 5% Annually*

***\*Discount of ~9.5% if multiple years paid up front***

# Common Purchase Methods

## Common OpenGov Purchase Options

- Purchase Direct Director / City Manager Signing Thresholds
- Sole Source
- State Contract / Coop
- Piggyback on another City's RFP
  - *Selma, Sonoma, etc*

## State Contract / Coop's

- [NASPO Valuepoint](#)
- [GSA](#)
- [TIPS](#)
- [Sourcewell](#)



1602 Village Market Blvd SE, Suite 320  
Leesburg, VA20175 USA

**Cage Code:** 7QV38  
**UEI Number** Y7D5MXRU2839  
**DUNS#** 080431574  
**Federal Tax ID:** 81-3911287  
**Business Size:** Small Business

**Date:** 11/20/2023, 2:57 PM

**Phone:** 571 707-4130  
**Fax:** 571-291-4119  
**Email:** sales@vertosoft.com

**Vertosoft Contact:** Carly Moore  
**Phone:** (540) 998-8361  
**Email:** carly.moore@vertosoft.com

## OpenGov Quote for County of Inyo, CA

**Contract:** GSA: GS-35F-688GA

**Quote #:** Q-03965  
**Expires On:** 12/4/2023

**Ship To**  
County of Inyo, CA  
Michael Errante  
merrante@inyocounty.us

**Quote For:**  
**Name:** Michael Errante  
**Company:**  
**Email:** merrante@inyocounty.us  
**Phone:**

| PAYMENT TERMS | DELIVERY METHOD | PAYMENT METHOD        | VERTOSOFT CUST ID | SUPPLIER REF # |
|---------------|-----------------|-----------------------|-------------------|----------------|
| 2%/15, NET 30 | Electronic      | Check/ACH/Credit Card |                   |                |

Overall POP Start Date: 12/5/2023  
Overall POP End Date: 12/4/2026

12/05/2023-12/04/2024

| PART #                       | DESCRIPTION                                                                         | QTY    | UNIT PRICE  | EXTENDED     |
|------------------------------|-------------------------------------------------------------------------------------|--------|-------------|--------------|
| OG-SWCI-B80100M-AR-3Y        | Citizen Services — Unlimited Service Areas - Between \$80-100 Million - 3Y          | 1.00   | \$44,400.00 | \$44,400.00  |
| OG-TWAP-B80100M-AR-3Y        | Permitting and Licensing - Supporting Add-On Bundle - Between \$80-100 Million - 3Y | 1.00   | \$20,000.00 | \$20,000.00  |
| OG-PSBG-B80100M-OT-0Y        | Professional Services Deployment - Prepaid - Between \$80-100 Million - 0Y          | 271.00 | \$195.00    | \$52,845.00  |
| 12/05/2023-12/04/2024 TOTAL: |                                                                                     |        |             | \$117,245.00 |

12/05/2024-12/04/2025

| PART #                       | DESCRIPTION                                                                         | QTY  | UNIT PRICE  | EXTENDED    |
|------------------------------|-------------------------------------------------------------------------------------|------|-------------|-------------|
| OG-SWCI-B80100M-AR-3Y        | Citizen Services — Unlimited Service Areas - Between \$80-100 Million - 3Y          | 1.00 | \$56,000.00 | \$56,000.00 |
| OG-TWAP-B80100M-AR-3Y        | Permitting and Licensing - Supporting Add-On Bundle - Between \$80-100 Million - 3Y | 1.00 | \$21,000.00 | \$21,000.00 |
| 12/05/2024-12/04/2025 TOTAL: |                                                                                     |      |             | \$77,000.00 |

12/05/2025-12/04/2026

| PART #                       | DESCRIPTION                                                                         | QTY  | UNIT PRICE  | EXTENDED    |
|------------------------------|-------------------------------------------------------------------------------------|------|-------------|-------------|
| OG-SWCI-B80100M-AR-3Y        | Citizen Services — Unlimited Service Areas - Between \$80-100 Million - 3Y          | 1.00 | \$58,800.00 | \$58,800.00 |
| OG-TWAP-B80100M-AR-3Y        | Permitting and Licensing - Supporting Add-On Bundle - Between \$80-100 Million - 3Y | 1.00 | \$22,050.00 | \$22,050.00 |
| 12/05/2025-12/04/2026 TOTAL: |                                                                                     |      |             | \$80,850.00 |

|                     |
|---------------------|
| TOTAL: \$117,245.00 |
|---------------------|

#### Quote Terms

Customer's use of the GSA MAS Contract: GS-35F-688GA is pursuant to the Terms and Conditions set forth at: <https://www.vertosoft.com/gsa>

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

# OpenGov Master Services Agreement

The parties to this Master Services Agreement (this “Agreement”) are OpenGov, Inc., a Delaware corporation (“OpenGov”), and the customer named in the signature block below (“Customer”). This Agreement, which becomes binding when the parties have signed it (the “Effective Date”), sets forth the terms under which Customer will be permitted to use OpenGov’s hosted software services and receive professional services.

## 1. Definitions

- 1.1. “Customer Data” means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer’s software systems of record). Customer Data does not include any confidential personally identifiable information.
- 1.2. “Documentation” means materials produced by OpenGov that provide information about OpenGov’s software products and systems. Customers may access the most up-to-date Documentation on the Customer Resource Center page at [opengov.zendesk.com](https://opengov.zendesk.com).
- 1.3. “Intellectual Property Rights” means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.
- 1.4. “Order Form” means the document executed by the parties that specifies the Software Services that OpenGov will provide to Customer under this Agreement.
- 1.5. “Term” refers to the Initial Term defined in Section 6.1 plus all Renewal Terms defined in Section 6.2.

## 2. Software Services, Support, and Professional Services

- 2.1. Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the commercial off-the-shelf software solutions identified in the applicable Order Form (“Software Services”).
- 2.2. Support and Service Levels. Customer support is available by email to [support@opengov.com](mailto:support@opengov.com) or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov’s standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at [opengov.com/service-sla](https://opengov.com/service-sla), as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.
- 2.3. Professional Services
  - 2.3.1. If OpenGov or its authorized independent contractors provides professional services

to Customer, such as implementation services, then these professional services ("Professional Services") will be described in an applicable statement of work ("SOW") agreed to by the parties. Unless otherwise specified in the SOW, any pre-paid Professional Services must be utilized within one year from the Effective Date.

- 2.3.2. Relevant travel expenses are provided in the SOW. Any other travel expenses related to the performance of the Professional Services shall be pre-approved by and reimbursed by Customer.

### **3. Restrictions and Responsibilities**

- 3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement and Documentation. In addition, Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.
- 3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

### **4. Intellectual Property Rights; License Grants; Access to Customer Data**

- 4.1. Software Services. OpenGov owns all interests and Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov. Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov grants Customer a non-exclusive, royalty-free license during the Term to use the Software Services.
- 4.2. Customer Data. Customer Data and the Intellectual Property Rights therein belong to the Customer. Customer grants OpenGov and its partners (such as hosting providers) a non-exclusive, royalty-free license to use, store, edit, and reformat the Customer Data for the purpose of providing the Software Services. Customer further agrees that OpenGov and its partners may use aggregated, anonymized Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, and data

analysis. Insights gleaned from aggregated, anonymized Customer Data will belong to OpenGov.

- 4.3. Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, excluding during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.
- 4.4. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.4, upon the termination of this Agreement, the Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement. Such a request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice in Section 10.2.
- 4.5. Feedback. "Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

## **5. Confidentiality**

- 5.1. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, and all Documentation.
- 5.2. Confidential Information does not include: (a) data that the Customer has previously released to the public; (b) data that Customer would be required to release to the public upon request under applicable federal, state, or local public records laws; (c) Customer Data that Customer requests OpenGov make available to the public in conjunction with the Software Services; (d) information that becomes publicly known through no breach by either party; (e) information that was rightfully received by a party from a third party without restriction on use or disclosure; or (f) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.
- 5.3. Each party agrees to obtain prior written consent before disclosing any of the other party's Confidential Information. Each party further agrees to use the other's Confidential Information only in connection with this Agreement. Each party further agrees to protect the other party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no

event with less than reasonable care. If a party is required to disclose Confidential Information by law or court order, they must notify the other party in writing before making the disclosure to give the other party an opportunity to oppose or limit the disclosure.

## **6. Term and Termination**

- 6.1. Initial Term. This Agreement begins on the Effective Date and ends on the date the subscription ends ("Initial Term"), according to the Order Form, unless sooner terminated pursuant to Section 6.3.
- 6.2. Renewal. This Agreement shall automatically renew for another period of the same duration as the Initial Term (each one is a new "Renewal Term") unless either party notifies the other party of its intent not to renew this Agreement in writing no less than 30 days before the end of the then-current term.
- 6.3. Termination. If either party materially breaches any term of this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching party (10 days in the case of non-payment), the non-breaching party may terminate this Agreement. Neither party shall have the right to terminate this Agreement early without a legally valid cause.
- 6.4. Effect of Termination. Upon termination of this Agreement pursuant to Section 6.1, 6.2, or 6.3: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the date of termination or expiration, (b) OpenGov shall stop providing Software Services and Professional Services to Customer; and (c) each party shall (at the other party's option) return or delete any of the other party's Confidential Information in its possession.

## **7. Payment of Fees**

- 7.1. Fees; Invoicing; Payment; Expenses.
  - 7.1.1. Fees. Fees for Software Services and for Professional Services are set forth in the applicable Order Form, and OpenGov will invoice Customer accordingly. Customer agrees to pay invoices within 30 days without setoffs, withholdings or deductions of any kind. Invoices are deemed received when OpenGov emails them to Customer's designated billing contact. Obligations to pay fees are non-cancelable, and payments are non-refundable.
  - 7.1.2. Annual Software Maintenance Price Adjustment. OpenGov shall increase the fees for the Software Services during any Renewal Term by 5% each year of the Renewal Term.
  - 7.1.3. Travel Expenses. OpenGov will invoice Customer for travel expenses provided in the SOW as they are incurred. Customer shall pay all such valid invoices within 30 days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.
  - 7.1.4. Customer Delays; On Hold Fee.

- 7.1.4.1. On Hold. Excluding delays caused by a force majeure event as described in Section 10.5, if OpenGov determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services. Upon placing a customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities.
- 7.1.4.2. On Hold Notice; On Hold Fee. OpenGov may also issue an "On Hold Notice" specifying that the Customer will be invoiced for lost time in production (e.g., delayed or lost revenue resulting from rescheduling work on other projects, delay in receiving milestone payments from Customer, equipment, hosting providers and human resources idle) for a fee equal to 10% of the first year's fee for Software Services. OpenGov may remove the on hold status and may rescind the fee in its discretion upon Customer's fulfillment of its obligations set out in the On Hold Notice. And OpenGov may extend the timeline to complete certain Professional Services depending on the availability of qualified team resources (OpenGov cannot guarantee that these team resources will be the same as those who were working on the project prior to it being placed On Hold).
- 7.2. Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, (a) Customer will owe late interest penalty of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower and (b) If Customer's account remains delinquent (with respect to payment of a valid invoice) for 30 days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to 90 days to pursue good faith negotiations before pursuing termination in accordance with Section 6.3. Customer will continue to incur and owe all applicable fees irrespective of any such Service suspension based on such Customer delinquency.
- 7.3. Taxes. All fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("Sales Taxes"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement

are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

## **8. Representations and Warranties; Disclaimer**

### **8.1. By OpenGov.**

- 8.1.1. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.
- 8.1.2. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of performance of such work to receive such warranty remedies.
- 8.1.3. Software Services Warranty. OpenGov further represents and warrants that for a period of 90 days after the Effective Date, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Customer must give written notice of any claim under this warranty to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the fee for such Software Services.

### **8.2. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement; and (b) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.**

### **8.3. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE 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 SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.**

## **9. Limitation of Liability**

- 9.1. By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- 9.2. By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.
- 9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's infringement of the other party's Intellectual Property Rights.
- 9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

## **10. Miscellaneous**

- 10.1. Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.
- 10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. However, for notices, including legal notices, required by the Agreement (in sections where the word "notice" appears) the parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: OpenGov, Inc., 6525 Crown Blvd #41340, San Jose, CA 95160, and legal@opengov.com.
- 10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.
- 10.4. Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any

other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

- 10.5. Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.
- 10.6. Severability; Waiver. 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 and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.
- 10.7. Survival. The following sections of this Agreement shall survive termination: Section 5. (Confidentiality), Section 7 (Payment of Fees), Section 4.4 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).
- 10.8. Assignment. There are no third-party beneficiaries to this Agreement. Except as set forth in this Section 10.8, neither party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.
- 10.9. Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other.
- 10.10. Governing Law and Jurisdiction. California laws govern this Agreement, without regard to conflict of laws principles. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in San Mateo County, California, and the parties submit to the personal jurisdiction and venue therein.
- 10.11. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any modification to this Agreement must be in writing and signed by an authorized representative of each party.

| Signatures                                                                                                                                       |                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| <b>Customer: <u>City of Bishop</u></b><br><br>Signature: _____<br>Name: <u>Nora Gamino</u><br>Title: <u>Public Works Director</u><br>Date: _____ | <b>OpenGov, Inc.</b><br><br>Signature: _____<br>Name: _____<br>Title: _____<br>Date: _____ |

Approved as to Form:

\_\_\_\_\_  
 City Attorney