



# CITY OF BISHOP

## CITY COUNCIL MEETING AGENDA

**Monday, January 24, 2011**

**7:00 p.m.**

**City Council Chambers – 301 West Line Street  
Bishop, California 93514**

### NOTICE TO THE PUBLIC

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (760) 873-5863. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 13.102-35.104 ADA Title II).

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.

### INVOCATION

### PLEDGE OF ALLEGIANCE

### ROLL CALL

### PUBLIC COMMENT

**NOTICE TO THE PUBLIC:** This time is set aside to receive public comment on matters not calendared on the agenda.

### PRESENTATIONS

- (1) Presentation of the Quarterly Council Citizen Award to Jim and Donna Tatum – Council.
- (2) Bishop Retail Trade Area Determination and Gap Analysis by Aaron Farmer and Kelly Cofer, The Retail Coach, followed by questions and answers.

### DEPARTMENT HEAD REPORTS

- (3) Updates on department activities will be given by the Department Heads.
  - A. Assistant City Administrator / Community Services Director
  - B. Fire Chief
  - C. Police Chief
  - D. Public Works Director/City Engineer
  - E. City Administrator

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.

(4)

FOR APPROVAL AND FILING

- |         |                                     |
|---------|-------------------------------------|
| Minutes | (a) Council Study Session – 1/10/11 |
|         | (b) Council Meeting – 1/10/11       |
| Reports | (c) Personnel Status Change Report  |

FOR INFORMATION AND FILING

- |         |   |
|---------|---|
| Agenda  | (d) Planning Commission – 1/25/11         |
|         | (e) Water and Sewer Commission – 1/11/11  |
| Minutes | (f) Water and Sewer Commission – 11/9/10  |
| Reports | (g) Public Works Report – 11/10           |
|         | (h) Public Works Report – 12/10           |
|         | (i) Water Fund Monthly Balances 2010-2011 |
|         | (j) Sewer Fund Monthly Balances 2010-2011 |

NEW BUSINESS

- (5) Consideration of reappointment of David Bhakta to a four-year term on the City Planning Commission ending January 27, 2015 – Administration.
- (6) Consideration of providing a letter of support for a federally legislated designation of the Alabama Hills as a National Scenic Area requested by the Alabama Hills Stewardship Group Designation Subcommittee – Council.
- (7) Consideration to waive the formal bid procedure under the professional services exemption and authorize Bartel Associates to perform an actuarial study of the PARS Retirement Enhancement Plan in the amount of \$11,000.00 to be paid from plan assets – Administration.
- (8) Consideration to waive the hiring freeze to advertise and fill:
  - A) Two Part Time Office Assistants for City Hall – Administration
  - B) Part time seasonal employees (Park Helpers/Aquatic Staff) – Community Services Department
  - C) The vacant Lieutenant position – Police Department
  - D) Police Services Secretary/Records Manager
- (9) Review and consideration of approving Los Angeles Department of Water and Power Leave BL-1433 – 293 N. Main Street through December 31, 2015. This site is known as Talmage Park on the corner of North Main and Academy Streets – Community Services Department.
- (10) Consideration for submitting applications for grants through First Five Inyo County - Community Services Department.
- (11) Consideration of approval for budget adjustments and transfers for Fiscal Year 2010-2011 through December 31, 2010 – Administration.

Bishop City Council Agenda  
January 24, 2011

- (12) Presentation of 2009-2010 California Constitution Article XIII B (Proposition 4) Appropriations Limit and Calculations and set schedule for public review – Administration.
- (13) Consideration of approval of the City of Bishop Final Audit for Fiscal Year 2009-2010 – Administration.
- (14) Consideration of approval of the City of Bishop Sunrise Mobile Home Park Final Audit for Fiscal Year 2009-2010 – Administration.
- (15) Consideration of approval of the Bishop Redevelopment Agency Final Audit for Fiscal Year 2009-2010 – Administration.

RECESS COUNCIL MEETING TO CONVENE AS THE BISHOP REDEVELOPMENT AGENCY  
*See separate agenda for Redevelopment Agency*

RECONVENE AS CITY COUNCIL/ROLL CALL

COUNCIL REPORTS

ADJOURNMENT – Upcoming meetings will be held in the City Council Chambers, 301 West Line Street.  
February 14, 2011 – 4:00 Study Session / Joint Meeting of Council and Planning Commission  
February 14, 2011 - 7:00 Regular Meeting  
February 28, 2011 - 4:00 Study Session / Joint Meeting of Council and Parks & Recreation Commission  
February 28, 2011 - 7:00 Regular Meeting



# CITY OF BISHOP

## CITY COUNCIL STUDY SESSION AGENDA

**Monday, January 24, 2011**

**4:00 p.m.**

**City Council Chambers – 301 West Line Street  
Bishop, California 93514**

**NOTICE TO THE PUBLIC:** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (760) 873-5863. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 13.102-35.104 ADA Title II).

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### ROLL CALL

### PUBLIC COMMENT

**NOTICE TO THE PUBLIC:** This time is set aside to receive public comment on matters not calendared on the agenda.

**JOINT MEETING WITH WATER AND SEWER COMMISSION** - A joint meeting will be called to order by the Commission and roll will be taken.

### DISCUSSION

1. Review roles, responsibilities, priorities for Commission
2. Council/Commission communications

### SCHEDULED DISCUSSION

1. Current 7:00 p.m. agenda items
2. General Plan Project – Progress Update
3. Department vacancies – Police / Administration
4. Preview of Bishop Retail Trade Area Determination and Gap Analysis
5. Future agenda items

### DEPARTMENT HEAD REPORTS

1. Assistant City Administrator / Community Services Director
2. Fire Chief
3. Police Chief
4. Public Works Director/City Engineer
5. City Administrator

### DISCUSSION

1. Councilmember Smith
2. Councilmember Cullen
3. Councilmember Stottlemire
4. Mayor Pro Tem Dishion
5. Mayor Griffiths

### ADJOURNMENT



# CITY OF BISHOP

## WATER AND SEWER COMMISSION SPECIAL MEETING

City Council Chambers – 301 West Line Street  
Bishop, California 93514

Date: January 24, 2011  
4:00 P.M.

### NOTICE TO THE PUBLIC:

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**PUBLIC COMMENT:** This time is set aside to receive public comment on matters not calendared on the agenda.

**JOINT MEETING WITH CITY COUNCIL:** A joint meeting will be called to order by the Commission and roll will be taken.

### DISCUSSION

- (1) Review roles, responsibilities, priorities for Commission
- (2) Council/Commission communications

**ADJOURNMENT:** The next regularly scheduled meeting will be March 15, 2011 at 7:00 P.M. in the City Council Chambers, 301 West Line Street, Bishop.

TO: CITY COUNCIL and WATER & SEWER COMMISSION

FROM: JAMES M. SOUTHWORTH, CITY ADMINISTRATOR 

SUBJECT: **Joint Meeting with Water & Sewer Commission**

DATE: January 24, 2011

**Discussion:** 1/10/11, 11/22/10, 10/19/10

**First Reading:** n/a

**Budget/Source** n/a

**Attachments:** 1. Code Chapter 2.22, Water & Sewer Commission

**Background/Discussion:**

This meeting was scheduled per prior request of the City Council to meet with its three Commissions. The agenda for these meeting was set at the Council meeting on January 10, 2011, as follows:

**DISCUSSION**

1. Review roles, responsibilities, priorities for Commission
2. Council/Commission communications.

To facilitate discussion of roles and responsibilities, the City Code which established the Water & Sewer Commission, Chapter 2.22, is attached, with "Duties and Responsibilities" specified in Section 2.22.050.

Regarding Council/Commission communications, it is noted that (1) a staff role is to relay information between Council and Commission, and (2) that Commission minutes are provided to the Council.

**Recommendation:**

Continue with Joint Meeting with Water & Sewer Commission.

**Attachment 1**  
**Chapter 2.22 - Water & Sewer Commission**

**2.22.010 - Created—Membership.**

*There is created a water and sewer commission of the city. The commission shall consist of five members who shall, whenever possible, be residents and citizens of the city of Bishop. Appointments shall be made by the city council on the basis of nominations submitted pursuant to the policy manual of the city. The terms of each member shall be four years.*

*(Ord. 520 § 1, 2006; Ord. 511 § 1(part), 2004)*

**2.22.020 - Removal of members.**

*Any commissioner who fails to attend two consecutive or a total of four regular meetings in any calendar year, without a prior leave of absence having been sought and approved by the chairman or chairman pro tem, shall be deemed to have resigned from the commission. Any member of the commission may be removed from office by the mayor with the approval of a majority of the city council.*

*(Ord. 511 § 1(part), 2004); (Ord. No. 522, § 1, 8-11-2008)*

**2.22.021 - Compensation.**

*Commissioners shall receive fifty dollars per calendar month in which a commission meeting is held and attended; however, no commissioner shall receive more than fifty dollars in any calendar month. Any necessary expense incurred by a commissioner while acting in an official capacity will be reimbursed subject to prior city council approval.*

*(Ord. No. 522, § 1, 8-11-2008)*

**2.22.030 - Organization.**

*The commission shall, at its March meeting, organize by electing from its members one chairperson and one vice chairperson, and other officers as may be deemed necessary by the commission. The director of public works shall act as secretary to the commission. All officers shall hold office for a period of one year. The commission shall adopt rules and regulations for the transaction of commission business.*

*(Ord. 511 § 1(part), 2004)*

**2.22.040 - Meetings—Quorum.**

*The commission shall hold one regular meeting every two months at a time, date and place designated by the city. Special meetings may be called by the chairperson or a majority of the commission, provided the notice has been given to all members at least twenty-four hours prior to the meeting. A majority of commissioners shall constitute a quorum. Minutes of commission meetings shall be filed with the city clerk.*

*(Ord. 511 § 1(part), 2004)*

**2.22.050 - Duties and responsibilities.**

*It shall be the duty and responsibility of the water and sewer commission to:*

*A. Act in an advisory capacity to the director of public works and the city council in all matters pertaining to water and sewer facilities and all other associated activities as prescribed by ordinances, or by city council action;*

*B. Assist in the formulation of recommendations on rules and regulations with respect to the use of water and sewer facilities.*

*(Ord. 511 § 1(part), 2004)*

# AGENDA PLANNING FOR UPCOMING MEETINGS

Draft Date: 1/18/2011 8:39 AM

## **FEBRUARY 14, 2011 - MEMOS DUE: Tues Feb 8<sup>th</sup> 10 am**

### **4:00 PM**

- Joint Meeting with Planning Commission
- Silver Peaks Design Charrette (IMACA) 25 Min.
- Emergency Shelter Informational Session (zoning use district and map)

### **7:00 PM**

- Chamber of Commerce Update
- Approve tank delivery contract (tentative)
- Approve LiDAR Contract
- General Plan Update – Workshop on Housing Element compliance: Emergency Shelters Concept and map overlay.
- Adoption of Final Budget for fiscal year 2010-11 and 2011-2012 – tentative
- Review of Hot Diggity Dogs Street Vendor Permit request for new location - tentative

## **FEBRUARY 28, 2011 - MEMOS DUE: Tues Feb 22<sup>nd</sup> 10 am**

### **4:00 PM**

- JOINT MEETING WITH CITY PARKS & RECREATION COMMISSION
- General Plan Project – Progress Update

### **7:00 PM**

- PRESENTATION – Eastern Sierra Energy Initiative presentation by Rick Phelps, Executive Director on 2010 activities and future plans.
- Advertise North Second Street Water Line Project
- Public Hearing – Prop 4
- Final Adoption of Prop 4

## **MARCH 14, 2011 – MEMOS DUE: Mon March 7 10 am**

### **4:00 PM**

- FY 2011-2012 and FY 2012-2013 BUDGET REVIEW (VERIFY W/CHERYL)
- NOMINATIONS FOR 1<sup>ST</sup> QUARTER CITIZEN AWARD

### **7:00 PM**

- DECLARE RESULTS OF THE MARCH 8, 2011 ELECTION
- OATH OF OFFICE FOR 2 COUNCIL POSITIONS
- REORGANIZATION

## **MARCH 28, 2011 – MEMOS DUE: Tues March 22 10 am**

### **4:00 PM**

- General Plan Project – Progress Update

- 

### **7:00 PM**

- Advertise Iris Street Water Line
- Presentation to Devon Smith, retiring Public Works Maintenance Worker

## **APRIL 11, 2011 – MEMOS DUE: Tues April 5<sup>th</sup> 10 am**

### **4:00 PM**

- CLOSED SESSION – CITY ADMINISTRATOR 6 MONTH EVALUATION

- 

### **7:00 PM**

- EMERGENCY SHELTER ZONING OVERLAY DISTRICT AND ZONING MAP AMENDMENT – FIRST READING

## **APRIL 25, 2011 – MEMOS DUE: Tues April 19<sup>th</sup> 10 am**

### **4:00 PM**

- General Plan Project – Progress Update

- 

### **7:00 PM**

- EMERGENCY SHELTER ZONING OVERLAY DISTRICT AND ZONING MAP AMENDMENT – SECOND READING/ADOPTION

TO: CITY COUNCIL

FROM: JAMES M. SOUTHWORTH, CITY ADMINISTRATOR 

SUBJECT: QUARTERLY COUNCIL CITIZEN AWARD

DATE: JANUARY 24, 2011

As determined by Council, a citizen award will be presented quarterly to a deserving person or persons who have contributed to the Bishop community in various ways. Council has made the selection for the presentation of the award.

RECOMMENDATION:

Make the presentation to Jim and Donna Tatum.

## **JIM AND DONNA TATUM**

**4<sup>th</sup> QUARTER CITIZEN AWARD  
Presented January 24, 2011**

### **BIOGRAPHICAL INFORMATION**

#### **DONNA**

- **Donna has also dedicated much of her life to many local youth activities. She has served on the Boosters Club for several years and is currently the president of this group that raises much needed funds for all the high school sports activities.**
- **In years past she worked her way from the title of “room mom” at the elementary school level to becoming the President of the Parent Association at Bishop High School.**
- **She extended her decorating talents during homecoming not only to her children’s classes but also to other classes as well including decorating for homecoming dances.**
- **Donna has also lent her gift of decorating to other activities such as the Holly Berry Home Tours that was a local fund raiser for many of the social services provided by the Methodist Church.**
- **Donna has volunteered as the head of the floriculture department for many years at the Tri County Fair. The floriculture building is always one of the highlights of the Fair with its fun and fantastic theme-based decorating.**
- **Last year, Donna helped to fund raise and organize one of the largest and most fun events of the year – a luau-style dinner that was very well attended and raised a large amount of money for high school sports.**
- **It is said that whenever Donna lends her expert decorating and organizational talents she does it along with the goal of teaching those around her those skills. She knows the value of not just doing something for someone but also teaching them how to do it as well.**

**Community commitment runs in the Tatum family. Our City is a better place for everyone because of the unselfish willingness of families like this who love and dedicate themselves to their community.**

## **JIM**

- **Jim has served several years on the elementary school board and is now serving on the unified school board. He was very instrumental in promoting and securing the funds for the solar energy project for our local schools.**
- **He has coached baseball for many years from Little League to currently coaching at the high school level. He is highly respected by players, parents and other coaches. Last year Jim put in a huge amount of work refurbishing the high school baseball field which included completely removing the old dirt and replacing it with a whole new and much improved playing field. For the recent CIF championship football game played here, Jim brought in extra bleachers to provide much needed seating for the extra large crowds.**
- **Jim knows the extreme importance of promoting local activities that draw visitors to our area. A great example of this is all the effort he has put into keeping the California High School Rodeo Association State Finals here in Bishop. He is currently working hard helping raise the funds needed that could insure the rodeo finals being hosted by Bishop on a permanent basis.**
- **Above and beyond his duties at the Tri-County Fairgrounds, Jim frequently puts in uncountable extra hours of work for local activities. Any time the fairgrounds are needed for emergency and disaster services, Jim does all he can to accommodate all the needs of the personnel that make the fairgrounds their command headquarters.**

TO: CITY COUNCIL

FROM: JAMES M. SOUTHWORTH, CITY ADMINISTRATOR 

SUBJECT: **Presentation of *Retail Gap Analysis & Retail Trade Area Study***

DATE: January 24, 2011

**Discussion:** 11/22/10, 10/19/10 Retreat; some prior discussions in early 2010  
**First Reading:** n/a  
**Budget/Source** n/a

**Attachments:** 1. ***Retail Gap Analysis & Retail Trade Area study***

**Background/Discussion:**

The Council awarded a contract on November 11, 2010 to *The Retail Coach, LLC* for a retail trade area determination and gap analysis. The objective of this study was to create a better understanding of business opportunities in Bishop, in support of a sustainable (and growing) business community through retention and expansion of existing business.

The study is presented tonight to the City Council and community by Aaron Farmer and Kelly Cofer, CCIM, from *The Retail Coach*. Tomorrow afternoon there will be an open public presentation, focused to Bishop's business community; all are invited and welcome to attend and participate tomorrow. It will be at 4:00 - 5:30 P.M. January 25, at Whiskey Creek Restaurant in Bishop, with cookies and beverages provided.

**Recommendations:**

- Hear presentation on the ***Bishop Retail Gap Analysis & Retail Trade Area*** and receive study.
- Allow for Question & Answer session.
- Invite public to presentation tomorrow.

# **RETAIL GAP ANALYSIS AND PSYCHOGRAPHIC PROFILE**

DUE TO THE SIZE OF THESE DOCUMENTS  
THEY HAVE BEEN MADE AVAILABLE ON  
THE CITY'S WEBSITE AT [WWW.CA-  
BISHOP.US](http://WWW.CA-BISHOP.US)

A HARD COPY IS AVAILABLE FOR REVIEW  
AT CITY HALL BETWEEN THE HOURS OF  
8:00 A.M. AND 4:30 P.M. MONDAY  
THROUGH FRIDAY. 760-873-5863

**TO:** CITY COUNCIL

**FROM:** JAMES M. SOUTHWORTH, CITY ADMINISTRATOR 

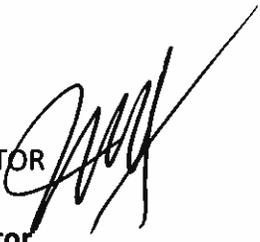
**SUBJECT:** DEPARTMENT HEAD UPDATES

**DATE:** JANUARY 24, 2011

**BACKGROUND/SUMMARY:**

The department heads from Community Services, Fire, Police, Public Works and Administration will provide updates on various departmental activities, current and on-going projects.

TO: CITY COUNCIL

FROM: JAMES M. SOUTHWORTH, CITY ADMINISTRATOR 

SUBJECT: Department Head Reports - City Administrator

DATE: January 24, 2011

Discussion: n/a  
First Reading: n/a  
Budget/Source n/a

Attachments: 1. Communications from LOCC regarding Governor's Budget Proposal  
2. Letter regarding EMS

*"...the key to having it all: stop expecting it to look like what you thought it was going to look like."*

*Enid Frick*

1. League of Cities Communications

The League of California Cities has communicated with cities regarding the Governor's budget proposals, in particular urging opposition to the Governor's proposal to eliminate local redevelopment agencies and tools. In the past Bishop has had limited use of, or opportunity to fully utilize these tools. Does the Council, at this time, have any desire to weigh in on this issue?

2. EMS Update

The District/Council committee met on December 12 to review the County letter of December 7 and directed me to draft a response. The draft was emailed to committee members for review, and following a phone contact with each, finalized and mailed.

3. Other

Oral comments.



1400 K Street, Suite 400 • Sacramento, California 95814  
Phone: (916) 658-8200 Fax: (916) 658-8240  
[www.cacities.org](http://www.cacities.org)

## January Budget Talking Points

- City officials encourage Gov. Brown to carefully consider the constitutional and economic implications of enacting the budget he proposed on Monday.
- City officials are outraged by the Governor's budget proposal to eliminate redevelopment agencies. The proposal violates the will of California voters, is unconstitutional, and takes California in the wrong direction economically.
- Californians have repeatedly voted to make sure that local funds remain local. In November the voters approved Proposition 22, once again confirming they want those funds to pay for services and programs in their communities. *(61% of voters supported Prop. 22, a constitutional amendment that "Prohibits the state from borrowing or taking funds used for transportation, redevelopment or local government projects and services.")*
- Redevelopment and enterprise zones are the state's biggest job creation. They revitalize depressed areas, spur job growth and taxes, and promote the kind of infill development encouraged by recent state policies. *(Redevelopment is California's single biggest job creation program.)*
- Redevelopment and enterprise zones fundamentally boost the economy and benefit the hardest hit areas of our state.
- According to the California Redevelopment Association and the State Building and Construction Trades Council of California, AFL-CIO, if Gov. Brown's budget is adopted it will:
  - It will kill 300,000 jobs a year provided by redevelopment projects, most of them construction jobs;
  - It will encourage sprawl development and increase greenhouse gas emissions in the future and limit the construction of affordable housing; and
  - It will deprive the state and local agencies of \$2 billion in new revenues from these projects.



1400 K Street, Suite 400 • Sacramento, California 95814  
Phone: (916) 658-8200 Fax: (916) 658-8240  
www.cacities.org

Honorable Jerry Brown  
Governor, State of California  
California State Senators  
California State Assembly Members  
State Capitol  
Sacramento, CA 95814

January 12, 2011

Dear Governor Brown and California State Legislators:

**RE: Eliminating redevelopment is wrong decision in this economy and fails to offer a real solution for the state budget**

As elected city officials in the State of California, we fully understand that the State's massive budget deficit will require sacrifice by all Californians. We stand ready to work with the Administration and the Legislature to pass an honest budget that finally puts California on the road to fiscal health. However, it is important to ensure that no decisions are made in the frenzy of the upcoming budget deliberations that will make our financial problems worse.

Unfortunately, the Administration's proposal to abolish redevelopment represents more of the same State raids of local funds that voters have fought to prevent, and it will jeopardize the State's prospects for an economic recovery.

The Governor's proposal to eliminate redevelopment agencies is wrong because it:

- Will not provide expected budget relief to the State or local governments after bond and contractual obligations are repaid;
- Will destroy billions of dollars in local economic activity and hundreds of thousands of jobs;
- Will kill the State's only meaningful programs to provide affordable housing; and
- Will block our efforts in California to grow responsibly by focusing on urban and infill development.

**The proposal will not provide budget savings to the State or local governments, and represents continued State raids of local funds the voters have acted to prevent.**

Over the last 10 years, the State has adopted too many budgets based on proposals that are at best questionable and in some cases illegal. The proposal to eliminate redevelopment agencies is just another in a long string of proposals that will not deliver the real dollars needed to close the budget gap and put the State's fiscal house in order.

The measure is completely contrary to Proposition 22, which passed by 61 percent in November 2010, to protect local government revenues from grabs by the State. The provisions of Prop. 22 clearly prohibit the redevelopment proposal as it appears in the governor's budget.

Second, redevelopment agencies issue bonds to finance redevelopment activities, which must be repaid with interest. Redevelopment agencies currently hold more than \$20 billion in bonded indebtedness. Under the federal and state constitutions, these contractual obligations must be met before revenues could be used under the Governor's proposal to benefit the state's budget deficit.

The bottom line is that this is not a "real" budget proposal. It is a proposal that will once again fall far short of expectations.

**The proposal will kill jobs and economic expansion at the worst possible time.**

Eliminating redevelopment will have a direct and lasting negative impact on the California economy and job creation.

- Redevelopment activities support an average of 304,000 full- and part-time private sector jobs in a typical year, including 170,600 construction jobs;
- Redevelopment contributes over \$40 billion annually to California's economy in the generation of goods and services;
- Redevelopment construction activities generate \$2 billion in state and local taxes in a typical year; and
- The success stories of redevelopment are all over California and available for all to see. The downtown areas of San Diego, Pasadena, Los Angeles and San Jose stand as outstanding examples of saving blighted neighborhoods and turning them into hubs of economic activity and job creation.

**The proposal is bad for the environment, bad for our state.**

Eliminating redevelopment will take away the primary tool local governments have to comply with the requirements of State law to plan for more compact urban development supported by improved public transportation opportunities. Redevelopment encourages infill development rather than Greenfield development and redevelopment agencies have the experience and tools needed to help implement AB 32 and SB 375.

**Redevelopment is also the second largest funder of affordable homes** after the federal government. More than 98,000 units of affordable housing have been constructed or rehabilitated through redevelopment since 1993.

As local officials, we stand ready to assist you in the passage of a responsible budget. However, this proposal runs completely contrary to the Governor and Legislature's stated goals of realigning state services to provide more responsibility and funding locally. We strongly urge you to reject this measure and refocus on proposals that offer real solutions to California's budget problems.

Sincerely,

CITY OF BISHOP  
 CITY COUNCIL STUDY SESSION MINUTES  
 January 10, 2011

- CALL TO ORDER** Mayor Griffiths called the meeting to order at 4:00 p.m.
- COUNCIL PRESENT** Councilmembers Laura Smith, Susan Cullen, David Stottlemyre  
 Mayor Pro Tem Bruce Dishion  
 Mayor Jeff Griffiths
- COUNCIL ABSENT** None
- OTHERS PRESENT** James Southworth, City Administrator  
 Denise Gillespie, Assistant City Clerk  
 Keith Caldwell, Assistant City Administrator/  
 Community Services Director  
 Ray Seguine, Fire Chief  
 Chris Carter, Police Chief  
 David Grah, Public Works Director/City Engineer
- PUBLIC COMMENT** The Mayor announced the public comment period. No public comment was provided.
- SCHEDULED DISCUSSION** Discussion was held on the following agenda items:  
 1. Current 7:00 p.m. agenda items  
 2. Silver Peaks update and proposed design charrette February 14 – IMACA  
 3. Agenda preparation for upcoming joint meeting with the Water and Sewer Commission  
 4. Future agenda items
- DEPARTMENT HEAD REPORTS** Reports from Community Services, Fire, Police, Public Works and Administration were given on the departments' activities including upcoming and ongoing projects.
- COUNCIL DISCUSSION** Council Members made comment or inquiries to staff. No action was taken.
- ADJOURNMENT** The Mayor adjourned the meeting at 5:00 p.m. to the regular City Council meeting scheduled at 7:00 p.m.

\_\_\_\_\_  
 JEFF GRIFFITHS, MAYOR

By: \_\_\_\_\_  
 James Southworth, City Clerk

CITY OF BISHOP  
CITY COUNCIL MINUTES  
JANUARY 10, 2011

- CALL TO ORDER** Mayor Griffiths called the meeting to order at 7:00 p.m.
- INVOCATION** The invocation was given by Pastor Rick Klug of the Calvary Baptist Church followed by the Pledge of Allegiance led by Councilmember Smith.
- COUNCIL PRESENT** Councilmembers Laura Smith, Susan Cullen, David Stottlemyre  
Mayor Pro Tem Bruce Dishion  
Mayor Jeff Griffiths
- COUNCIL ABSENT** None
- OTHERS PRESENT** James Southworth, City Administrator  
Denise Gillespie, Assistant City Clerk  
Peter Tracy, City Attorney  
Keith Caldwell, Assistant City Administrator/  
Community Services Director  
Ray Seguine, Fire Chief  
Chris Carter, Police Chief  
David Grah, Public Works Director/City Engineer  
Gary Schley, Public Services Officer  
Bob Kimball, City Treasurer
- PUBLIC COMMENT** The Mayor announced the public comment period. Alexander "Skandar" Reid thanked the Council and Community Services Department staff for implementing the plan and construction of a bocce ball court at the City Park.
- PRESENTATION**
- CLARENCE MARTIN –  
Water and Sewer  
Commission Service  
(1)** Clarence Martin was unexpectedly called to Los Angeles for work and was unable to attend for the presentation of his City tile for six years of service on the Water and Sewer Commission as one of the original members. Public Works Director Dave Grah stated that Clarence was a great asset to the Commission on technical and political issues. He was tireless in his concerns for the customers' interests and but was also aware of the realities that face agencies. Grah stated Clarence will be missed on the Commission but he looks forward to working with the new Commissioner.
- DEPARTMENT HEAD  
REPORTS  
(2)** Reports from Community Services, Fire, Police, Public Works and Administration were given on the departments' activities including upcoming and ongoing projects.
- CONSENT CALENDAR  
(3)** A motion was made by Councilmember Cullen and passed unanimously to approve the Consent Calendar as presented:

Motion/Cullen

FOR APPROVAL AND FILING

- (a) Study Session and Council Meeting Minutes – 12/13/10
- (b) Personnel Status Change Report
- (c) Fund Transactions – 7/1/10 – 11/30/10
- (d) Fund Transactions – Sunrise Mobile Home Replacement Reserve Account – 9/1/10 – 12/31/10
- (e) Investment Portfolios – 11/10
- (f) Warrant Register – 12/10
- (g) Surplus of Found Property (Bicycles) – BPD #001-11

FOR INFORMATION AND FILING

- (h) Planning Commission Notice of Meeting Cancellation 12/28/10
- (i) Fire Department Activity Log – 12/10
- (j) Police Department Statistics Nov/Dec 2009 and Nov/Dec 2010
- (k) Public Works Permit Report – 12/10

NEW BUSINESS

REAPPOINTMENT  
John Weatherford  
Parks and Recreation  
Commission

On a motion by Mayor Griffiths, the Council voted 5-0 to reappoint John Weatherford to the Parks and Recreation Commission for another four-year term ending January 11, 2015.

(4)  
Motion/Griffiths

APPOINTMENT  
Water and Sewer  
Commission

On a motion by Mayor Pro Tem Dishion, the Council voted 5-0 to appoint Joseph Peci to the Water and Sewer Commission to fill an unscheduled vacancy with the term ending November 8, 2012.

(5)  
Motion/Dishion

BID AWARD – Road  
Improvement Project A  
Construction Contract

The Public Works Director reviewed the bids received for the construction contract for Road Improvement Project A:

(6)  
Motion/Stottlemyre

<u>Bidder/Location</u>	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>
Pyramid, Hesperia	\$,1,100,337.52	\$1,040,970.38	\$722,596.94
Granite, Watsonville	1,299,921.00	1,242,421.00	1,005,001.00
Marzano, June Lake	974,740.70	941,615.52	703,634.37
R & J Joy, Portola	1,271,585.50	1,219,827.75	936,496.00
Qualcon, Minden	949,145.10	918,668.40	662,166.40
Sierra Nevada, Sparks	1,248,007.00	1,214,007.00	877,007.00

On a motion by Councilmember Stottlemyre the Council voted 5-0 to award the Road Improvement Project A construction contract to Qualcon of Minden, Nevada for Construction Option 1; authorize the execution of the construction contract with Qualcon; authorize the use of Proposition 1B money to fully fund Construction Option 1; authorize necessary budget adjustments; and authorize the expenditure of up to \$996,602.36 through the

contract with Qualcon.

The Council encouraged the Department to initiate a neighborhood outreach as soon as possible to give advance notification of the start of construction.

APPROVAL TO SEEK  
BIDS FOR PARTS FOR  
PARK POOL  
(6)  
Motion/Smith

On a motion by Councilmember Smith, the Council voted 5-0 to approve the request to go to bid for the heating element for the Park Pool heater. The estimated cost is \$5,300.00.

ALCOHOLIC BEVERAGE  
LICENSE REVIEW  
McMurrays - 175 North Main

The application for the ABC license for a person-to-person transfer at McMurrays Inc. located at 175 North Main Street was provided for Council information. No action was necessary.

COUNCIL REPORTS

Councilmembers provided information on upcoming community events.

ADJOURNMENT

The Mayor adjourned the meeting at 7:55 p.m. to the next Council meetings scheduled for Monday, January 24, 2010 at 7 in the City Council Chambers.

---

JEFF GRIFFITHS, MAYOR

Attest: James Southworth, City Clerk

By: \_\_\_\_\_  
Denise Gillespie, Assistant City Clerk

TO: City Council  
 SUBJECT: CONSENT CALENDAR - PERSONNEL STATUS CHANGE REPORT  
 DATE: January 24, 2011

---

The following personnel items have been submitted for action at this meeting:

<u>COMMUNITY SERVICES DEPARTMENT</u>	<u>EFFECTIVE DATE</u>
(a) Hire – Part-Time Season Official	
\$25.00 per game	
Allison, Travis	12/3/10
Leslie, Dudley	1/3/11
Puntar, Tony	12/17/10
(b) Hire - Park Helper I, II, III Part-Time	
\$11.00, 12.00, 13.00 hourly	
Reid, Timothy	12/30/10
(c) Transfer – Seasonal Park Helper to	
Facilities Maintenance Worker I, II, III	
\$11.00, 12.00, 13.00	
Rosga, Scott	12/30/10
 <u>PUBLIC WORKS DEPARTMENT</u>	
(d) Educational Incentive 5% AS Degree	
Increase of \$303.00 per month	
McDermott, Mike	1/16/11

(d)

City of Bishop  
**PLANNING COMMISSION MEETING AGENDA**  
City Council Chambers – 301 West Line Street  
Bishop, California 93514

**Date:**

January 25, 2011  
7:00 P.M.

**Notice to the Public:**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk (760) 873-5863. Notification 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).

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.

**Call to Order**

**Pledge of Allegiance**

**Roll Call**

**Public Comment:** This time is set aside to receive public comment on matters not calendared on the agenda.

**Approval of Minutes:**

- (1) Minutes of the Planning Commission meeting held on November 30, 2011 for approval.

**New Business:**

- (2) Emergency Shelter/Housing Element update
- (3) Planning Commission/City Council joint meeting set for February 14
  - a. Review roles, responsibilities, priorities for Commission; Council/Commission communications
  - b. Silver Peaks Design Charrette
  - c. Informational Session to review Emergency Shelter overlay zone

**Staff and Commission Reports**

**Adjournment:** This meeting will be adjourned to the Planning Commission/City Council joint meeting scheduled for February 14, 2011 at 4:00 p.m. in the Bishop City Council Chambers, 301 West Line Street, Bishop.

The next regularly scheduled meeting of the Planning Commission will be February 22, 2011 at 7:00 P.M. in the Bishop City Council Chambers, 301 West Line Street, Bishop.



# CITY OF BISHOP

(e)

## WATER AND SEWER COMMISSION AGENDA

City Council Chambers – 301 West Line Street  
Bishop, California 93514

Date: January 11, 2011  
7:00 P.M.

### NOTICE TO THE PUBLIC:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk (760) 873-5863. Notification 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).

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.

### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### ROLL CALL

**PUBLIC COMMENT:** This time is set aside to receive public comment on matters not calendared on the agenda.

### APPROVAL OF MINUTES

- (1) Minutes of the Water and Sewer Commission meeting held on November 9, 2010 subject for approval.

### CORRESPONDENCE

None

### NEW BUSINESS

None

### OLD BUSINESS

- (2) Discuss joint meeting with City Council scheduled for 24 January
- (3) Debit/credit card payment option update
- (4) March 2011 meeting date confirmed for 15 March
- (5) Rebate program update
- (6) Meter Readings
- (7) Cash balance and revenue & expenditures update on water and sewer reserves
- (8) Public Works reports November and December

### STAFF AND COMMISSION REPORTS

**ADJOURNMENT:** The next regularly scheduled meeting will be March 15, 2011 at 7:00 P.M. in the City Council Chambers, 301 West Line Street, Bishop.



# CITY OF BISHOP

(F)

377 West Line Street - Bishop, California 93514  
Post Office Box 1236 - Bishop, California 93515  
760-873-8458 publicworks@ca-bishop.us  
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## Minutes

### Water and Sewer Commission

9 November 2010

#### Call To Order:

Chairman Cross called the meeting to order at 7:00 P.M.

#### Pledge of Allegiance:

The Pledge of Allegiance was led by Chairman Cross

#### Commissioners Present:

Cross, Underhill, Mathieu and Bhakta

#### Commissioners Absent:

Martin

#### Others Present:

Dave Grah, Public Works Director  
Deston Dishion, Public Works Superintendent  
Michele Thomas, Secretary  
James Southworth, City Administrator

#### Public Comment

None

#### Correspondence

None

#### (1) Approval of the Minutes

Commissioner Underhill moved to approve the minutes of the September 14, 2010 meeting as written and motion carried.

#### New Business:

#### (2) Introduction of Jim Southworth, new City Administrator

Southworth joined the City of Bishop 1 October as the new City Administrator. He comes to Bishop with 33 years of experience as a city administrator. Southworth has served in a city management position in Minnesota, Michigan and Washington. He served as administrator of Monroe, Wash. from 2002 - 2008 and managed Topperish, Wash. from 1980 - 2002.

**(3) Debit/Credit card payment option**

The City is considering adding the option of accepting debit/credit cards for customers to pay water sewer payments, business licenses, permits and other fees. Union Bank, the City's current financial institution, offers the service which would include fees paid by the City for each transaction. Based on the payment amount and the type of card used, fees range from 1.49% - 3.49% with an additional .20¢ per transaction. Other costs include the purchase of the machine, a one-time set up fee, and yearly compliance fees. Another company, MuniciPay, offers a service with fees for each transaction paid by the customer with no additional fees charged to the City. One drawback with this company is that they do not accept Visa. Union Bank mentioned that after the first of the year, they will also offer a service compared to MuniciPay with fees charged to the customer rather than the City.

The Commission would like to review more information once it is available from Union Bank regarding the option with fees paid by the customers. Discussion will continue at the next commission meeting in January 2011.

**(4) March 2011 meeting date**

The upcoming water sewer meeting scheduled for 8 March 2011 conflicts with elections held in the City Council Chambers that evening. Thomas will speak with City Hall staff regarding changing the meeting date to the following Tuesday, 15 March.

**Old Business:**

**(5) Possible joint meeting with City**

For the past year, the Commission has been interested in scheduling a joint meeting with City Council to discuss current issues including water meters. Southworth stated that at the previous City Council Retreat, the council said they are interested in scheduling meetings with each of the City's commissions to talk about goals and expectations. A tentative date of 24 January, at the City Council's Study Session, is set for the Commission and City Council to meet.

**(6) Rebate program update**

Since the rebate program launched in July, the City has given away six free items, hose nozzles and hose timers to local residents. An initial budget of \$5,000 was included for each of the 2010/2011 and 2011/2012 fiscal years. There is a remaining \$4,800 in the budget this fiscal year for incentives. A radio ad will air the first week in December to encourage residents to take advantage of rebates offered for purchasing water efficient appliances such as washing machines, dishwashers and toilets. The commission agreed to use water incentive funds to pay for more advertising next spring when irrigation systems are turned back on. The City will also look into adding incentives for backflow devices and sprinkler systems to the program.

**(7) Meter Readings**

The City recently installed three new meters, Bishop Nursery, Ramada Inn and Air-Way Medical. Water usage should start to decline as the summer has ended and most customers will be irrigating less.

**(8) Cash balance and revenue & expenditures update on water and sewer reserves**

Balances are up in both water and sewer for September and October. During these months, revenue was adjusted due to the yearly audit. In November, payments will be made for the May, Willow and North Third Street project which will impact the water balance.

**(9) Public Works reports September and October**

During the month of September, the City awarded the May, Willow and North Third Street project to Marzano and Sons. The crew repaired water leaks at Jack's Restaurant and also the 200 block of North Second Street (this line will be replaced next summer as part of the North Second Street Water Line project). Staff continued to work with EcoLogic on the upcoming SCADA project. Grah and Dishion visited and toured the construction site of a 2.5 million gallon concrete water storage tank in Minden Nevada. The tank will take approximately two months to build. Crew removed and replaced more valves to the sludge drying beds. Staff continued working with Whiskey Creek on their grease interceptor issues.

In the month of October, construction began on the May, Willow and North Third Streets water line replacement project. Elsewhere, two failing curb stop valves were replaced and three new meters were installed. LADWP assisted the city with the installation of a power pole at Well 4. Crew cleaned a plugged sewer on Hammond Street. Additional routine monthly maintenance work was done throughout the city limits.

**Staff and Commission Reports:**

Grah shared with the commission information on the upcoming water projects of Church Street, Iris Street and North Second Street. All three projects are small and will replace 2 inch waterline. Road Project A will be advertised soon. The Head Works Project is still moving forward. Staff is working with the auditor on creating an appraisal value of the city's water and sewer lines. The request for proposals was released today on a new water storage tank. Grah created a chart showing five different categories on their water usage compared to the revenue paid to the city. These figures are estimates based on the water meters installed at various category locations and a total amount of revenue for the specific category during the past couple of months. Over the next year, more effect data will be available.

Cross asked staff if they have any information on the 20x2020 water conservation requirement the state is coming out with. Grah commented that he believes it is directed to urban water systems with over 3,000 customer accounts and we would not be required to follow. Grah stated he would look into this and get back to the commission.

Cross also questioned if SCE had recently visited with the City to perform efficiency testing on water pumps. Dishion stated that SCE did testing at Well 2 and Well 4 and are awaiting the results.

Grah informed the commission that Proposition 26 passed. Prop 26 is similar to Prop 218 that impacts water and sewer rates and what water agencies are required to follow with implementing rates. The water leak the City had at Jack's restaurant was able to be found thanks to Mammoth Community Water District helping out with their acoustic water leak detection. The City is

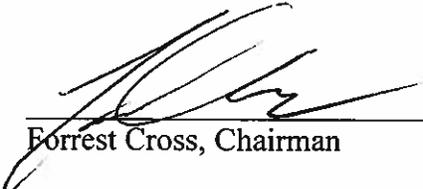
currently working with a firm that provides leak detection and will bring the information to the next City Council meeting for approval.

Thomas shared with the commission a flyer relating to grease. The flier has been on the City's website. Bhakta asked if we could make a copy of the flyer in Spanish. Thomas will contact Jeff Griffiths, City of Bishop Mayor, who is fluent in Spanish to assist. Also, local radio stations are broadcasting three new ads for the City, backflow winterizing, rebate information and holiday grease prevention. Different ads will run the beginning of November, the first week in December, and around the upcoming holidays. Thomas spoke with Ed Morse of Bishop Nursery regarding coming back to share with the Commission his results from Bishop Care Center's irrigation system. Morse again was not available to attend this meeting. Commission agrees to wait for Morse to contact the City to present his findings.

**Items to Be Discussed at the Meeting of 11 January 2011:**

- Discuss joint meeting with City Council scheduled for 24 January 2011
- Debit/Credit card payment option update
- Rebate program update
- March meeting date confirmation
- Grease flyer in Spanish
- Meter readings
- Cash balance and revenue and expenditures update on water and sewer reserves

Chairman Cross adjourned the meeting at 8:32 P.M. The next regularly scheduled meeting will be Tuesday, 11 January 2011 at 7:00 P.M. in the City Council Chambers.



---

Forrest Cross, Chairman



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Michele Thomas, Secretary



# CITY OF BISHOP

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(J)

## Public Works Report

November 2010

### Water

1. Marzano and Sons continued construction of the May, Willow and North Third Streets water line replacement project.
2. Southern California Edison performed efficiency testing of Wells 2 and 4.
3. Repaired water leaks at the following locations:
  - 100 block of Willow Street, leak was on the 4 inch steel main to be abandoned
  - South Third Street and "Ford Alley", leak was found on 2 inch steel main in alley
4. Removed water meter at 193 Willow Street.
5. Installed 2 inch conduit at Well 4 to accommodate wiring involved with the SCADA project.
6. Installed valve box for customer at 406 Willow Street.
7. Located water services and sewer laterals for various customers at their request.
8. Retested failed back flow valves after repairs were made.
9. Performed grounds maintenance at Wells 2 and 4.
10. Took monthly readings of all water meters.
11. Took routine bacteria samples.
12. Discussed the Inyo Mono Integrated Regional Water Management Plan with the City Administrator and the City Attorney.
13. Released Request for Proposals for the project to construct a new water tank for the City of Bishop.

### Sewer

1. Cleaned all weeds and tules from pond 5.
2. Made minor adjustments and performed maintenance to sludge pumps.
3. Cleaned sludge and grit drying beds.

4. Turned on diversion at Wye Road.
5. Performed grounds maintenance at the Waste Water Treatment Plant.
6. Made routine inspections of grease interceptors.
7. Continued video assessment of sewer mains concentrating on restaurants that are discharging grease into sewer mains.
8. Generated a No Spill Certification for the state and reported the same.
9. Performed routine main line cleaning in trouble areas.
10. Placed soil spoils from the Hanby Avenue Project in low areas of the 40 acre pasture.

### **Streets**

1. Cleaned drop inlets and interceptors in the storm drain system in preparation for winter.
2. Cleaned weeds and debris from shoulder on South Street.
3. Patched problem potholes.
4. Replaced street signs at the intersection of Academy and Warren Street.
5. Swept city streets and alleys each Wednesday and Thursday for the month as part of the fall cleanup program.
6. Mounted snow plows on trucks in anticipation of snowfall.
7. Attended teleconference of the Eastern California Transportation Planning Partnership group.
8. Worked with the City of Los Angeles Department of Water and Power (DWP) on the installation of a new street light on West Elm Street near Main Street.
9. Began work on the update to the Circulation Element of the Bishop General Plan with Bauer and Associates.
10. Attended the Inyo Local Transportation Commission meeting.
11. Continued work with the American Legion Auxiliary to install additional flag sleeves and update permits associated with in installation of American flags on Bishop streets on holidays.
12. Met with DWP about utility pole relocations required by Road Project A.
13. Continued work on right of way acquisition required by the Wye Road Intersection Improvement project.

14. Obtained "TE Exchange" funding for the Pine to Park Path project and amended consultant contract to cover additional work.

**Miscellaneous**

1. Performed maintenance to light trucks and equipment.
2. Provided weekly tail gate safety meetings.
3. Cleaned up and organized all Public Works facilities.
4. Hauled trash and debris from Fowler pit to the Sunland Landfill.
5. Attended meeting of the Owens Valley Contractors and Vendors Association.
6. Participated in meetings related to the proposed Silver Peak Apartments project.
7. Participated in the Eastern California Energy monthly teleconference.
8. Discussed potential infrastructure improvements related to potential development of county property near West Jay Street.
9. Continued work on update to Bishop Public Works standards.
10. Partially deployed updated Geographic Information System software and data on city computers.
11. Continued management and maintenance of city website.



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(h)

## Public Works Report

December 2010

### Water

1. Marzano and Sons completed construction of the May, Willow and North Third Streets Water Line Replacement project.
2. Installed flow meter on discharge of the one million gallon storage tank.
3. Performed leak detection survey on over 12 miles of water main. No leaks were found on the water main but one lead was found on a service.
4. Installed valve boxes at the following locations:
  - 287 Academy Avenue (also installed new curb stop valve)
  - 333 Sierra Street (also installed new curb stop valve)
  - 474 East Line Street
  - 160 North Second Street
5. Repaired water leak on 4 inch cast iron main under the 400 block of South Third Street. Work involved cutting out and abandoned leaded tee and installing couplings.
6. Eco:Logic began installing cabinets at Wells 2 and 4 as part of the SCADA project.
7. Located water services and for various customers at their request.
8. Tested back flow devices on designated fire lines for customers.
9. Made minor repairs air vent at Well 2.
10. Performed grounds maintenance at Wells 2 and 4.
11. Took monthly readings of all water meters.
12. Took routine bacteria samples.
13. Fabricated valve keys for main line valves.
14. Repaired leaking valve on fire hydrant at the intersection of Willow and Hanby.
15. Evaluated proposals received for project to construct a new water storage tank.

### **Sewer**

1. Cleaned plugged sewer at the 1100 block of North Main Street.
2. Abandoned a twelve inch culvert from pond 3 to the pasture. Culvert was leaking.
3. Replaced methane gas mixer inside the control room.
4. Cleaned sludge and grit drying beds.
5. Turned on diversion at Wye Road.
6. Performed grounds maintenance at the Waste Water Treatment Plant.
7. Made routine inspections of grease interceptors.
8. Continued video assessment of sewer mains concentrating on restaurants that are discharging grease into sewer mains.
9. Generated a No Spill Certification for the state and reported the same.
10. Performed routine main line cleaning in trouble areas.
11. Placed soil spoils from the Hanby Avenue project in low areas of the 40 acre pasture.
12. Sent letters to four restaurants found through video inspections of sewers to be problem grease producers.

### **Streets**

1. Cleaned plugged storm drain pipe in the city parking lot adjacent to Academy Avenue. Line was plugged with grease.
2. Cleaned weeds and debris from shoulder on South Street.
3. Patched potholes resulting from storms.
4. Cleaned storm drains, ditches and gutters during heavy rainfall.
5. Met with the Los Angeles Department of Water and Power about the Seibu to School project.
6. Attended the Inyo Local Transportation Commission meeting.
7. Advertised Road Improvement Project A for construction bids.
8. Provided feedback concerning impact of Digital 395 project on Bishop streets.
9. Worked with Inyo Local Transportation Commission staff concerning transferring funds from the West Pine Street Improvements project and the Sneden Street Improvements project

### **Miscellaneous**

1. Assisted the Chamber of Commerce by providing traffic control for the annual Christmas Parade.
2. Participated in the Emergency Operations Center meeting for winter storm preparation.
3. Provided weekly tail gate safety meetings.
4. Cleaned up and organized all Public Works facilities.
5. Hauled trash and debris from Fowler pit to the Sunland Landfill.
6. Performed maintenance to light trucks and equipment.
7. Kicked off work on the update of the General Plan including the Circulation Element with consultant and agency meetings.
8. Participated in the Inyo Mono Integrated Regional Water Management Plan teleconference.
9. Participated in meeting held by Inyo County related to the update of the Federal Emergency Management Agency flood maps for the area.
10. Participated in the Eastern California Energy monthly teleconference.
11. Released Light Detection and Ranging (LiDAR) Request for Proposals.
- 12.

(i)

## Water Fund Monthly Balances 2010/2011

		End Previous	Change		
<b>Start of Year Combined</b>		\$ 1,144,727.07	\$ -	\$ (1,144,727.07)	Start process
Non capital (6 months)		\$ 311,940.00	\$ -	\$ (311,940.00)	Start process
Capital		\$ 832,787.07	\$ -	\$ (832,787.07)	Start process
		Start Balance	Expend	Revenue	End Balance
July	Combined	\$ 1,144,727.07	\$ 92,312.71	\$ 388,286.24	\$ 1,440,700.60
	Non Capital	\$ 311,940.00	\$ 72,992.87	\$ 240,737.47	\$ 479,684.60
	Capital	\$ 832,787.07	\$ 19,319.84	\$ 147,548.77	\$ 961,016.00
August	Combined	\$ 1,440,700.60	\$ 77,673.87	\$ 83,342.89	\$ 1,446,369.62
	Non Capital	\$ 479,684.60	\$ 60,950.55	\$ 51,672.59	\$ 470,406.64
	Capital	\$ 961,016.00	\$ 16,723.32	\$ 31,670.30	\$ 975,962.98
September	Combined	\$ 1,446,369.62	\$ 102,816.73	\$ 84,229.40	\$ 1,427,782.29
	Non Capital	\$ 470,406.64	\$ 79,436.29	\$ 52,222.23	\$ 443,192.58
	Capital	\$ 975,962.98	\$ 23,380.44	\$ 32,007.17	\$ 984,589.71
October	Combined	\$ 1,427,782.29	\$ 70,666.88	\$ 73,095.65	\$ 1,430,211.06
	Non Capital	\$ 443,192.58	\$ 53,451.84	\$ 45,319.30	\$ 435,060.04
	Capital	\$ 984,589.71	\$ 17,215.04	\$ 27,776.35	\$ 995,151.02
November	Combined	\$ 1,430,211.06	\$ 252,596.79	\$ 69,485.87	\$ 1,247,100.14
	Non Capital	\$ 435,060.04	\$ 56,416.21	\$ 43,081.24	\$ 421,725.07
	Capital	\$ 995,151.02	\$ 196,180.58	\$ 26,404.63	\$ 825,375.07
December	Combined	\$ 1,247,100.14	\$ 353,854.33	\$ 76,513.13	\$ 969,758.94
	Non Capital	\$ 421,725.07	\$ 155,226.24	\$ 47,438.14	\$ 313,936.97
	Capital	\$ 825,375.07	\$ 198,628.09	\$ 29,074.99	\$ 655,821.97
January	Combined	\$ 969,758.94			\$ 969,758.94
	Non Capital	\$ 313,936.97	\$ -	\$ -	\$ 313,936.97
	Capital	\$ 655,821.97		\$ -	\$ 655,821.97
February	Combined	\$ 969,758.94			\$ 969,758.94
	Non Capital	\$ 313,936.97	\$ -	\$ -	\$ 313,936.97
	Capital	\$ 655,821.97		\$ -	\$ 655,821.97
March	Combined	\$ 969,758.94			\$ 969,758.94
	Non Capital	\$ 313,936.97	\$ -	\$ -	\$ 313,936.97
	Capital	\$ 655,821.97		\$ -	\$ 655,821.97
April	Combined	\$ 969,758.94			\$ 969,758.94
	Non Capital	\$ 313,936.97	\$ -	\$ -	\$ 313,936.97
	Capital	\$ 655,821.97		\$ -	\$ 655,821.97
May	Combined	\$ 969,758.94			\$ 969,758.94
	Non Capital	\$ 313,936.97	\$ -	\$ -	\$ 313,936.97
	Capital	\$ 655,821.97		\$ -	\$ 655,821.97
June	Combined	\$ 969,758.94			\$ 969,758.94
	Non Capital	\$ 313,936.97	\$ -	\$ -	\$ 313,936.97
	Capital	\$ 655,821.97		\$ -	\$ 655,821.97
<b>End of Year Combined</b>					
Capital %				38%	

# Sewer Fund Monthly Balances 2010/2011

(j)

		End Previous	Change		
<b>Start of Year Combined</b>		\$ 470,564.53	\$ -	\$ (470,564.53)	Start process
Non capital (6 months)		\$ 280,300.00	\$ -	\$ (280,300.00)	Start process
Capital		\$ 190,264.53	\$ -	\$ (190,264.53)	Start process
		Start Balance	Expend	Revenue	End Balance
July	Combined	\$ 470,564.53	\$ 66,282.91	\$ 325,814.04	\$ 730,095.66
	Non Capital	\$ 280,300.00	\$ 65,988.70	\$ 192,230.28	\$ 406,541.58
	Capital	\$ 190,264.53	\$ 294.21	\$ 133,583.76	\$ 323,554.08
August	Combined	\$ 730,095.66	\$ 184,042.35	\$ 68,685.09	\$ 614,738.40
	Non Capital	\$ 406,541.58	\$ 52,345.35	\$ 40,524.20	\$ 394,720.44
	Capital	\$ 323,554.08	\$ 131,697.00	\$ 28,160.89	\$ 220,017.96
September	Combined	\$ 614,738.40	\$ 54,630.74	\$ 82,509.69	\$ 642,617.35
	Non Capital	\$ 394,720.44	\$ 54,630.74	\$ 48,680.72	\$ 388,770.41
	Capital	\$ 220,017.96	\$ -	\$ 33,828.97	\$ 253,846.94
October	Combined	\$ 642,617.35	\$ 63,473.44	\$ 60,030.14	\$ 639,174.05
	Non Capital	\$ 388,770.41	\$ 55,471.06	\$ 35,417.78	\$ 368,717.14
	Capital	\$ 253,846.94	\$ 8,002.38	\$ 24,612.36	\$ 270,456.91
November	Combined	\$ 639,174.05	\$ 52,633.62	\$ 58,410.60	\$ 644,951.03
	Non Capital	\$ 368,717.14	\$ 52,633.62	\$ 34,462.25	\$ 350,545.77
	Capital	\$ 270,456.91		\$ 23,948.35	\$ 294,405.26
December	Combined	\$ 644,951.03	\$ 65,109.82	\$ 57,847.99	\$ 637,689.20
	Non Capital	\$ 350,545.77	\$ 64,704.09	\$ 34,130.31	\$ 319,971.99
	Capital	\$ 294,405.26	\$ 405.73	\$ 23,717.68	\$ 317,717.21
January	Combined	\$ 637,689.20			\$ 637,689.20
	Non Capital	\$ 319,971.99	\$ -	\$ -	\$ 319,971.99
	Capital	\$ 317,717.21		\$ -	\$ 317,717.21
February	Combined	\$ 637,689.20			\$ 637,689.20
	Non Capital	\$ 319,971.99	\$ -	\$ -	\$ 319,971.99
	Capital	\$ 317,717.21		\$ -	\$ 317,717.21
March	Combined	\$ 637,689.20			\$ 637,689.20
	Non Capital	\$ 319,971.99	\$ -	\$ -	\$ 319,971.99
	Capital	\$ 317,717.21		\$ -	\$ 317,717.21
April	Combined	\$ 637,689.20			\$ 637,689.20
	Non Capital	\$ 319,971.99	\$ -	\$ -	\$ 319,971.99
	Capital	\$ 317,717.21		\$ -	\$ 317,717.21
May	Combined	\$ 637,689.20			\$ 637,689.20
	Non Capital	\$ 319,971.99	\$ -	\$ -	\$ 319,971.99
	Capital	\$ 317,717.21		\$ -	\$ 317,717.21
June	Combined	\$ 637,689.20			\$ 637,689.20
	Non Capital	\$ 319,971.99	\$ -	\$ -	\$ 319,971.99
	Capital	\$ 317,717.21		\$ -	\$ 317,717.21
<b>End of Year Combined</b>					
Capital %				41%	

TO: CITY COUNCIL

FROM: JAMES M. SOUTHWORTH, CITY ADMINISTRATOR



**SUBJECT: REAPPOINTMENT OF PLANNING COMMISSIONER**

DATE: January 24, 2011

**BACKGROUND/SUMMARY:**

The advertising and application process for an expiring term on the Planning Commission expired in December. No applications were received; however, the incumbent, David Bhakta, whose term expires January 27, 2011, submitted a letter of interest in continuing service on the commission. Mr. Bhakta was appointed for the first time in March 2010.

**RECOMMENDATION:**

Consideration to reappoint David Bhakta to the Planning Commission for a four-year term ending January 27, 2015.

January 14, 2011

RECEIVED

JAN 14 2011

CITY OF BISHOP

City of Bishop  
377 West Line Street  
Bishop, Ca. 93514

Re: Planning Commission Appointment

Please accept this letter as an indication of my interest in serving another term on the City of Bishop's Planning Commission if appointed by the City Council.

A handwritten signature in black ink, appearing to read "Dipak", with a long horizontal flourish extending to the right.

Sincerely,  
Dipak (David) Bhakta

TO: CITY COUNCIL

FROM: JAMES M. SOUTHWORTH, CITY ADMINISTRATOR 

**SUBJECT: LETTER OF SUPPORT – ALABAMA HILLS DESIGNATION**

DATE: JANUARY 24, 2011

Attachments: Draft Letter of Support

**BACKGROUND/SUMMARY:**

For two years the Alabama Hills Stewardship Group Designation Subcommittee has been meeting with organizations and interested individuals to discuss a federally legislated designation to protect the landscape and access to the Alabama Hills near Lone Pine. The subcommittee is soliciting letters of support to U.S. Senator Boxer requesting a National Scenic Area Designation.

Members of the Stewardship Group will be in attendance to provide a report on the progress and answer any questions.

The attached draft support letter to Senator Boxer is provided for Council review and possible action.

**RECOMMENDATION:**

Hear the report from the Alabama Hills Stewardship Group Designation Subcommittee; review the letter of support; and consider action to approve the letter.

January xx, 2011

DRAFT

The Honorable Dianne Feinstein  
United States Senate  
Hart Building #331  
Washington, DC 20515

SUBJECT: Proposed Alabama Hills Scenic Area

Dear Senator Feinstein:

The City Council of the City of Bishop is in full support of the proposed designation of the Alabama Hills as a National Scenic Area, as presented by the Alabama Hills Stewardship Group Designation Subcommittee. The Alabama Hills are a unique and special natural treasure that deserves such recognition and protection.

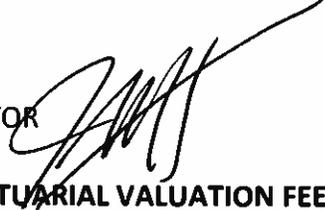
We strongly believe that designation should not come at the expense of those who utilize our federal lands, and that local communities should have an opportunity to give input and shape the use of such lands. We also believe that the best solutions incorporate the needs of as many of the varied stakeholders as possible. The Alabama Hills Stewardship Group gathered comments from over 40 groups such as OHV users, environmentalists, cattle ranchers, Inyo County Supervisors and business owners. After nearly two years of work, the Subcommittee determined that the National Scenic Area Designation is the most appropriate for the Alabama Hills.

It is precisely this local collaborative effort that led to a solution that is best for the environment, the community, and the users of the Alabama Hills. Indeed, the local collaborative process should be emulated for future major federal land use decisions. The members of the Alabama Hills Stewardship Group are to be commended for their effort. We appreciate your willingness to listen to the voice of the local Owens Valley populace, and encourage you to support the proposed designation of the Alabama Hills.

Sincerely,

Jeff Griffiths  
Mayor, City of Bishop

TO: CITY COUNCIL

FROM: JAMES M. SOUTHWORTH, CITY ADMINISTRATOR 

SUBJECT: PARS RETIREMENT ENHANCEMENT PLAN ACTUARIAL VALUATION FEE ESTIMATE

DATE: JANUARY 24, 2011

**BACKGROUND/SUMMARY:**

Pursuant to the federal government accounting standards, we are required to monitor and make public costs attributable to our public employee benefit packages. As part of this process, the City is required to produce actuarial studies which estimate these costs. Attached is a proposed agreement to provide these services. We have used Bartel Associates in the past for consulting services. The proposal is for a not-to-exceed amount of \$11,000.00.

**RECOMMENDATION:**

Consideration of waiving the formal bid procedure under the professional services exemption; authorize the actuarial consulting services to be performed by Bartel Associates in the amount not-to-exceed \$11,000.00 as outlined in correspondence dated January 12, 2011; and authorize the costs to be paid from the plan assets.



January 12, 2011

Cheryl Solesbee  
Accounting Secretary  
City of Bishop  
377 W. Line Street  
Bishop, CA 93514

**Re: City of Bishop PARS Retirement Enhancement Plan  
Actuarial Valuation Fee Estimate & Data Request**

Dear Ms. Solesbee:

Bartel Associates would be pleased to provide the City of Bishop actuarial consulting services. This letter summarizes the project scope and our fee estimate for the City's PARS Retirement Enhancement Plan ("REP") actuarial valuation as of June 30, 2010.

The PARS Retirement Enhancement Plan provides a benefit equal to a 3%@55 target benefit less the CalPERS benefit for employees retiring directly from the City after attaining age 55 with 10 years of City service. Employees hired prior to January 1, 2010 receive the CalPERS 2%@55 benefit while employees hired on or after January 1, 2010 receive the 2%@60 benefit.

Final average pay is the highest 12-months PERSable compensation including EPMC. The benefit includes a cost-of-living adjustment of 2% per year. There are no disability or pre-retirement death benefits and no employee contributions. The normal form of benefit is a life annuity with joint and survivor optional payment forms available.

Bartel Associates prepared the last REP actuarial valuation as of June 30, 2008. There were 24 active and 7 retired participants as of the last valuation date.

**Estimated Fees**

Our fee to prepare the June 30, 2010 valuation will not exceed \$11,000 with one meeting to review the valuation results. Our fee will not exceed \$10,000 if the active employee data provided for the June 30, 2010 GASB 45 OPEB actuarial valuation can be used for the REP valuation and if our meetings for both the OPEB and REP plans can be combined.

This fee estimate assumes that:

- We will bill the City at the following hourly rates:

Partner	\$250 - \$300
Assistant Vice President	\$200 - \$225
Senior Actuarial Analyst	\$150
Actuarial Analyst	\$125
Administrative Support	\$75

- Participant census data will be reconciled by PARS and be provided completely and accurately in an Excel spreadsheet with one record per individual (excluding active employee data if the GASB 45 OPEB valuation data is used).
- There will be no additional charges for expenses (e.g., travel, telephone, copying, etc.). The hourly



rates listed above include our costs for these items.

The above fees may be higher if:

- Participant data is not free from internal inconsistencies, not provided in electronic format, or not reconciled by PARS.
- Results are needed for additional assumptions, funding methods, contribution policies, or alternative plan designs. A change in investment policy may necessitate the use of a different discount rate.
- The City requests that we prepare a formal valuation report. Our estimated fee for a formal valuation report summary is \$1,500.
- The City requests a draft financial statement footnote. Our estimated fee for a draft financial statement footnote is \$500.
- The City requests additional meetings. We will base our fee for additional meetings on our billing rates and the time needed for the meetings and preparation. For example, a 2-hour meeting where we can use our discussion outline with no additional preparation would cost about \$500.

### **Participant Data**

Please provide the following information:

- Current plan document including any amendments since the last actuarial valuation as of June 30, 2008. (Note that we cannot express an opinion regarding the legality of the plan design and document.)
- Asset information:
  - Asset reconciliation between the last valuation date of June 30, 2008 and June 30, 2010 showing annual City contributions, investment earnings, benefit payments, and expenses. Include a schedule of contributions and dates made.
  - Investment allocation as of June 30, 2010 shown by major asset classes (domestic equity, international equity, domestic bonds, etc.).
  - Current investment policy, including target investment allocation percentages and ranges for each asset class.
- Participant data (can be provided by PARS):
  - Actives: name, employee number, birth date, hire date, gender, prior agency CalPERS service (if available), and highest 12-month plan compensation.
  - Retirees: name, employee number, birth date, gender, monthly benefit, benefit payment form, and pop-up percentage and spouse's birth date if applicable.

In order to maintain confidentiality, do not provide Social Security numbers for the employee number. We will not accept any files that contain Social Security Numbers.

We anticipate meeting with the City to present preliminary results approximately 4 to 6 weeks after receipt of the above information.

Cheryl Solesbee  
January 12, 2011  
Page 3



We look forward to continue working with you and the City. Please call me (650-377-1601) or Joe D'Onofrio (650-377-1610) with any questions regarding this letter.

Sincerely,

A handwritten signature in black ink, appearing to read 'John E. Bartel'.

John E. Bartel  
President

c: Ryan Nicasio, PARS  
Doug Pryor, Bartel Associates, LLC  
Joseph D'Onofrio, Bartel Associates, LLC

o:\prospects\city of bishop\pars\ba bishopci 11-01-12 pars fee letter doc

TO: CITY COUNCIL

FROM: JAMES M. SOUTHWORTH, CITY ADMINISTRATOR 

SUBJECT: **Personnel Vacancies, Authorization Requested to Fill Positions**

DATE: January 24, 2011

**Discussion:** August/September, 2010 (Police Lieutenant)  
**First Reading:** n/a  
**Budget/Source** General Fund, Budgeted Positions

**Attachments:**

1. Request to add and waive hiring freeze - two part-time Office Assistants at City Hall, Finance/Admin (memo from Accounting Sec./Budget Mgr. Solesbee and Exec. Sec./Asst. City Clerk Gillespie)
2. Request to waive hiring freeze - part-time seasonal Parks Helpers and Aquatics Staff (memo from Asst. City Admin./Community Services Director Caldwell)
3. Request to waive hiring freeze for Police Lieutenant (memo from Chief of Police Carter)
4. Request to waive hiring freeze for Police Services Secretary/Records Manager) memo from Chief of Police Carter
5. Proposed revisions to job description for Police Services Secretary/Records Manager
6. Organizational Chart (Police Department, current)
7. Monthly Salary Schedule (full-time)
8. Part-Time Employees Wage Scale

Background:

Council consideration for waiving the hiring freeze is requested for two full-time and several part-time positions, as described below. All positions are within current budget and salary schedules.

1. Office Assistants (Part-time, City Hall/Finance). See attached memo from Accounting Sec./Budget Mgr. Solesbee and Executive Sec./Asst. City Clerk Gillespie requesting two Part-Time Office Assistants, refilling latest vacancy and adding a second part-time position.

2. Parks Helpers and Aquatics Staff (Part-Time Seasonal). See attached request from Asst. City Admin./Community Services Director Caldwell, for part-time seasonal staff, including three Parks Helpers and twenty Aquatics staff.

3. Police Lieutenant. The promotion of Chris Carter to the Chief of Police position created the vacancy in the Lieutenant position. Chief Carter's request is attached.

4. Police Services Secretary/Records Manager. Per attached memo from Chief Carter, this vacancy is created by the pending retirement of the current position holder.

Additional Comments:

It is noted that other potential vacancies are anticipated for future Council consideration, including Police Sergeant and Communications Operator.

Recommendation:

Consider requests for filling positions as submitted. This would include revised job description for Police Services Secretary/Records Manager.

TO: CITY COUNCIL

FROM: CHERYL SOLESBEE, ACCOUNTING SECRETARY/BUDGET MANAGER  
DENISE GILLESPIE, EXECUTIVE SECRETARY/ASSISTANT CITY CLERK

*es*  
*djg*

SUBJECT: TWO PART-TIME OFFICE ASSISTANTS – CITY HALL

DATE: JANUARY 24, 2011

#### BACKGROUND/SUMMARY

The Part Time Office Assistant position at City Hall is currently vacant. After discussions relating to staffing needs we are requesting consideration for two part-time Office Assistant positions based on the following information:

- Due to new GASB government regulations from Sacramento (fixed assets, O.P.E.B., financial management analysis) and addition of grant administration, the work load for our positions has been increased. These extra duties and mandates have created the need for additional hours currently covered by overtime.
- The average retention for this position is 1 ½ years. With two positions if one becomes vacant it will have less impact on staffing.
- There would be flexibility to arrange the work schedules to have one position 3 days a week and one position 2 days a week or 2 full days - 1 half day each. Full day schedules would allow for training on detailed technical duties for Finance.

Estimated costs to both the Finance and Administration Departments would be approximately \$25,000.00 annually (an increase of \$12,500.00). It is expected this increase will offset actual overtime cost savings and provide increased efficiencies.

#### RECOMMENDATION:

Consideration for advertising and filling two part-time Office Assistant positions for City Hall.

MEMORANDUM

**TO:** James M. Southworth, City Administrator

**FROM:** Keith Caldwell, Assistant City Administrator / Community Services Director *KSC*

**DATE:** January 18, 2011

**SUBJECT:** Request to waive hiring freeze and permission to hire Part-time Seasonal Park Helpers and Aquatic Staff.

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The Community Services Department is preparing for the spring, summer and fall season at Bishop City Park.

Many programs and events are on the schedule and appropriate staffing is necessary to provide safe and effective facilities.

Pending permission from the City Council, allow the Community Services Director to interview and hire appropriate candidates.

Recommendations;

Request City Council waive the hiring freeze and permission to advertise and hire (3) Part-time Seasonal Park Helpers and (20) Aquatics personnel.

8(C)



# BISHOP POLICE DEPARTMENT

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207 W. Line St.  
Bishop, CA 93514  
760-873-5866

Chris Carter, Chief of Police

To: Mr. Jim Southworth, City Administrator

From: Chris Carter, Chief of Police

A handwritten signature in black ink, appearing to be "Chris Carter", is written over the printed name.

Date: December 20, 2010

Subject: Request to Waive Hiring Freeze

As you are aware, with my recent appointment as Chief of Police, the Department is currently operating without a Lieutenant. This position is crucial to the efficient operation of the Organization. The Lieutenant's responsibilities are numerous and include providing continual supervision to all members of the Department, addressing training needs and concerns, investigation of complaints, monitoring scheduling and overtime usage, and acting as Chief of Police in my absence. I am formally requesting permission to ask the City Council to waive the hiring freeze so I may fill this position. I am available at your convenience should you have questions or wish to discuss this issue further.



# BISHOP POLICE DEPARTMENT

---

207 W. Line St.  
Bishop, CA 93514  
760-873-5866

Chris Carter, Chief of Police

**To:** Mr. Jim Southworth, City Administrator  
**From:** Chris Carter, Chief of Police  
**Date:** January 19, 2011  
**Subject:** Request to Waive Hiring Freeze to Fill Police Services Secretary/Records Manager Position

On or about October 18, 2010 Mrs. Sherry Tiedemann took extended medical leave, thus requiring that the duties of this position be completed by existing staff. Mrs. Tiedemann has notified the City that as of February 1, 2011 she will apply for retirement and officially vacate this position. I am therefore requesting to seek Council approval to waive the hiring freeze and allow me to fill this vacancy through open advertisement.

This is the only full time clerical position within the Police Department and the duties required are vital to the successful continued operation of the Department. These duties include management of all reports and records generated by the Department in accordance with all applicable State and Federal Laws, the updating and maintenance of confidential personnel files, serving as Liaison between the Department and members of the public and proper dissemination of criminal complaints to the Office of the District Attorney. I am available at your convenience should you have questions or wish to discuss this further.

POLICE SERVICES SECRETARY/RECORDS MANAGER

DEFINITION

Perform the complex duties as described in the attached job description for the Police Services Secretary. Oversee and supervise other clerical staff assigned to support functions within the Police Department. Maintain confidential records and budget expenditures. Participate in management and preparation of the Police Department budget. Possess or acquire the certificates and training as listed:

- Knowledge of and demonstrated experience using Microsoft Word.
- Knowledge of and demonstrated experience using Microsoft Excel.
- Previous experience in the maintenance or management of personnel files and records.
- Previous experience in the management or administration of payroll records and systems.
  
- POST Records Supervisor Certificate – Must acquire within 24 months of employment in the position.
- POST Records Supervisor Management Course – Must complete within 12 months of employment in the position.
- Public Records Act training to be completed at the minimum of every other year in order to remain current on changes in laws relating to the release of legal records.
- CLETS/CORI Interpretation and Regulations Training.

Adopted 6/27/05

Revised: \_\_\_\_\_

POLICE SERVICES SECRETARY

DEFINITION

Perform responsible and complex clerical and administrative duties for the Police Department and a variety of confidential and secretarial tasks for the Chief of Police.

SUPERVISION RECEIVED AND EXERCISED

Receive general supervision from the Chief of Police and other supervisory staff in the absence of the Chief of Police.

May exercise functional or technical supervision over clerical staff or in-house cadets.

EXAMPLE OF DUTIES

Duties may include but are not limited to the following:

Perform a variety of staff work for the Chief of Police and department personnel; prepare or process communications to city employees, City Council, and individuals or entities outside the city; receive and prepare items for City Council agendas.

Prepare and maintain personnel files in accordance with Department of Justice criteria for sworn and non-sworn employees.

Prepare purchase orders pursuant to the established purchasing ordinance; prepare and maintain accounting ledger books on purchases and intended purchases including uniforms and equipment; purchase and maintain inventory of office supplies and forms.

Assist the public and city staff by answering questions, handling complaints and providing information; direct specific inquiries to appropriate person and schedule appointments with Chief of Police.

Assist in the recruitment of police personnel, including preparing job information bulletins and advertisements; receiving completed applications for employment; and scheduling review boards, physical exams and psychological testing.

Assist in the preparation of the department budget; compile and organize budget, cost and statistical data; coordinate written and verbal budget reports and requests from department personnel.

Enroll employees in training programs; coordinate travel and lodging arrangements.

Assist in the receiving, recording and monitoring of monetary funds, including petty cash, bail monies, fingerprint and report services and other money received by the department.

## POLICE SERVICES SECRETARY (Continued)

### Technical

Record, type and file a wide variety of police reports and supporting documents, i.e., warrants, citations and booking sheets. Prepare and process reports for mailing to allied agencies in accordance with established policies and procedures.

Operate computer terminal and printer to type, enter, modify and retrieve police reports and information; prepare and process letters and other correspondence as directed.

Assist police dispatch during unique or emergency situations.

### QUALIFICATIONS

#### Knowledge of:

Principles, codes, regulations and laws governing police records management.

English usage, grammar, spelling and punctuation; good communication skills including telephone etiquette and reception techniques.

Well informed regarding the operation and organization of government agencies as necessary to assume assigned responsibilities.

Maintain confidentiality as it applies to responsibilities with department as well as the general public.

#### Experience and Training Guidelines

Any combination of experience and training that would likely provide the required knowledge and abilities as above described. Examples may be:

#### Experience:

Experience in law enforcement records maintenance is desirable.

#### Training:

Equivalent to the completion of the twelfth grade including or supplemented by specialize clerical training.

#### License

Possession of or ability to obtain an appropriate valid California driver's license.

Approved 6/27/05

POLICE SERVICES SECRETARY (Continued)

Physical Demands

Terminology:

Term	Description
Not Present	Activity or condition does not exist.
Rarely	Activity or condition exists up to one-sixth of the time.
Occasionally	Activity or condition exists up to one-third of the time.
Frequently	Activity or condition exists from one-third to two-thirds of the time.
Constantly	Activity or condition exists two-thirds or more of the time.
Required	Must be able to perform activity or perform subject to condition.

- Standing – Frequently. To maintain the entire body in erect posture without change in location, but often in conjunction with walking. The worker stands while doing many jobs including greeting visitors. Ability to perform equivalent to standing in a wheelchair or other device acceptable.
- Walking – Frequently. Movement of the entire body for certain distances using a heel/toe gait. The worker walks while moving between tasks and while performing some tasks that require short trips out of the office. Ability to perform equivalent to walking in a wheelchair or other device acceptable.
- Sitting – Required. The ability to rest weight on buttocks and back of thighs while legs are bent at the knees. Most tasks are performed while sitting.
- Driving – Not Present.
- Lifting – Occasionally. The exertion of physical strength necessary to move objects from one level to another and often used in conjunction with carrying. Lifting is used when filing and when using or moving office supplies. About 90 percent of all lifting is 0 to 10 pounds, 10 percent of all lifting is 10 to 25 pounds.
- Carrying – Rarely. Used in conjunction with walking, and often with lifting, weight is either held or rested directly on hands, arms, shoulders and back. As with lifting, it is estimated that about 90 percent of all carrying is 0 to 10 pounds, 10 percent of all carrying is 10 to 25 pounds.
- Pushing and Pulling – Not Present. The exertion of force upon or against an object in order to move it away and/or draw or haul toward oneself. Except very light pushing and pulling such as required to open and close office drawers and cabinets, pushing and pulling is not present.
- Bending – Frequently. The ability to flex the under-trunk forward with knees extended, standing with knees flexed or while sitting. Bending is frequently required when picking items off the floor or when filing.
- Twisting at the waist – Frequently. Rotation of the entire body to a change in direction.

## POLICE SERVICES SECRETARY (Continued)

- Stooping – Not Present.
- Kneeling – Occasionally. Positioning the body with one or both knees fully flexed and resting on a level surface.
- Crawling – Not Present.
- Climbing – Not Present.
- Balancing – Not Present.
- Reaching Overhead – Frequently. Positioning arms with any degree of elbow flexion in front of the body.
- Reaching below waist level – Required. Positioning arms with extension of elbows below waist level.
- Handling – Required. Items handled include papers, folders, boxes, pencils, pens, paperclips, and other office equipment and supplies.
- Fine finger and hand dexterity – Required. Flexion and extension of the fingers with opposition of thumb. Fine finger and hand dexterity is utilized when doing paperwork.
- Gross hand and finger dexterity – Required. Flexion and extension of fingers and with the opposition of the thumb while using the palm of the hand.
- Hand and wrist movement – Required. Average hand and wrist movement is used in all phases of this job.
- Vision – Required. The worker will use average visual acuity in order to complete all job tasks.
- Hearing – Required. The worker uses average hearing ability in order to communicate with others.
- Speech – Required. The worker uses average verbal communication skills to communicate with the public and other workers.

### Environmental Factors:

- Environmental factors that are not present include: unprotected heights, being around moving machinery, exposure to dust fumes, smoke, gases or other irritants, driving automotive equipment, exposure to excessive noises, exposure to radiant or electrical energy, confined spaces, exposure to sewer gases, methane, hydrogen sulfide, carbon dioxide, exposure to solvents, grease or oils, exposure to slippery or uneven walking surfaces, working below ground, working with combustible materials and gases, excessive vibration, and working with hands in water or other substances.

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**Regulation 9073**

**Professional Certificate – Records Supervisor**

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Rev 03/04/07

**§ 9073 (a) Records Supervisor Certificate**

The Records Supervisor Certificate is a professional certificate awarded to a records supervisor in recognition of meeting specified training and service requirements. Possession of this certificate is voluntary, and is not required to perform record supervisor duties.

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Rev 11/05/010

**§ 9073 (b) Notice of Appointment Requirement**

Prior to submitting an application for a POST Records Supervisor Certificate, Post shall have been notified of the records supervisor’s appointment pursuant to the requirements in Regulation [§9040\(a\)\(1\)\(A\)\(3\)](#).

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Rev 03/04/07

**§ 9073 (c) Application Requirements**

An applicant shall submit a completed “Application for Award of POST Records Supervisor Certificate” form, [POST 2-117](#) (Rev. 12/97). The application’s attestation must be signed by the department head. If the training required in subsection (d) below is not reflected on the applicant’s POST Profile, the application shall include supporting documentation that verifies the training has been completed, i.e., a certificate of completion.

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Rev 03/04/07

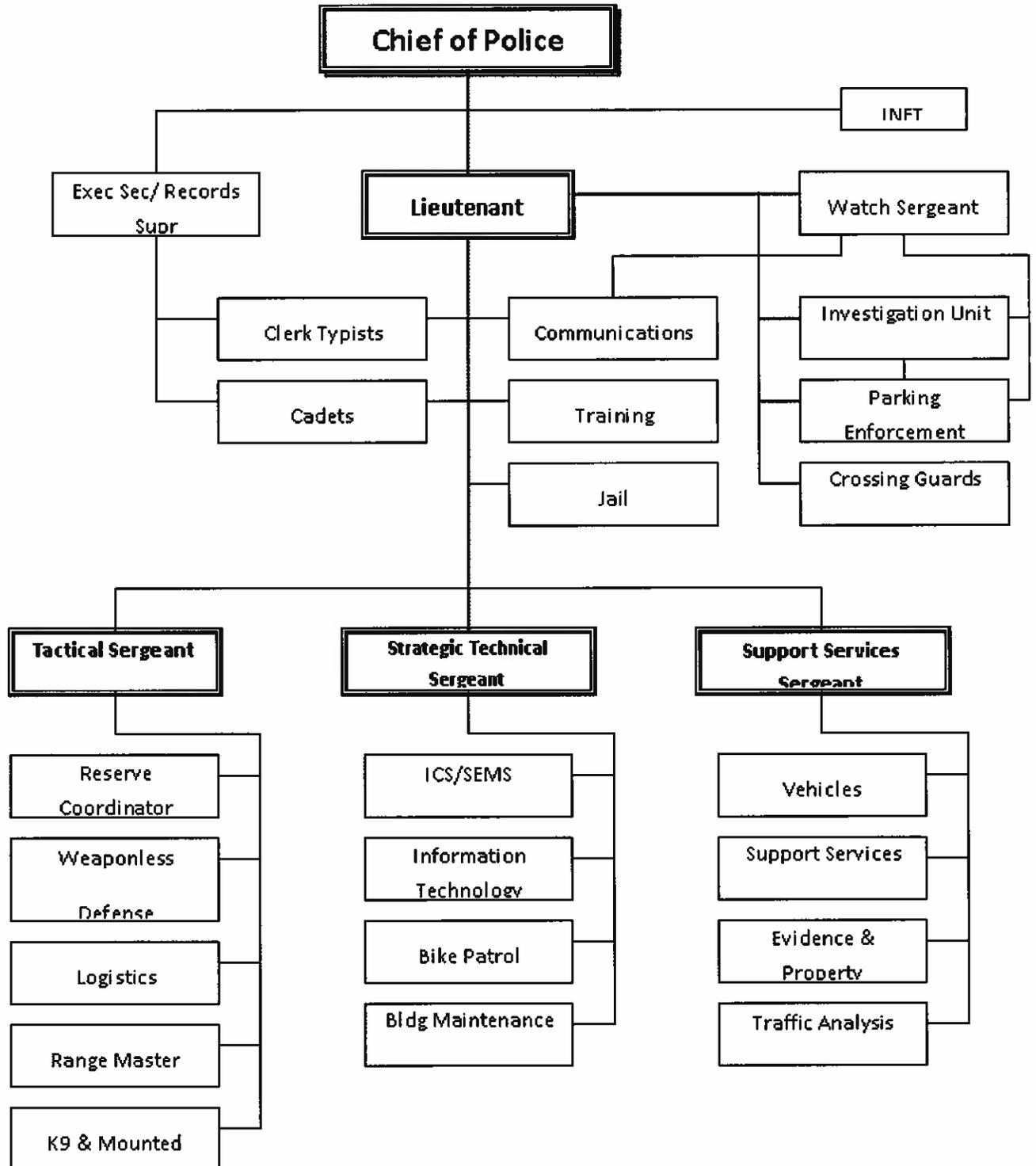
**§ 9073 (d) Records Supervisor Certificate Award Requirements**

Each certificate applicant shall satisfy the requirements specified below:

- (1) Be currently employed with a department participating in the POST Program.
  - (2) Be appointed as a records supervisor as defined in Regulation [1001](#).
  - (3) Have satisfactorily completed the current department’s probationary period for a records supervisor.
  - (4) Have completed a minimum of two years satisfactory service with the current department as a records supervisor.
  - (5) Be a high school graduate or have successfully passed the General Education Development (GED) test for high school graduation.
  - (6) Have satisfactorily completed the Public Records Act course (minimum 16 hours) and the Records Supervisor Course (minimum 40 hours).
-

Bishop Police Department  
Policy Manual

Organizational Chart



**CITY OF BISHOP**  
**MONTHLY SALARY SCHEDULE**  
 July 1, 2010 – June 30, 2011

**ADMINISTRATION**

Position	Step 1	Step 2	Step 3	Step 4	Fixed
City Administrator					\$11250
Assistant City Administrator / Community Services Director					9503
Exec. Secretary/Asst. City Clerk	4318	4750	5224	5747	

**FINANCE DEPARTMENT**

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Accounting Secretary/Budget Mgr	4318	4750	5224	5747	
Accounting Secretary (Not Filled)	3584	4075	4567	5057	

**COMMUNITY SERVICES DEPARTMENT**

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Community Services Director (See Administration)					\$8993
Community Services Secretary	3420	3763	4138	4552	
Parks & Recreation Supervisor	3539	3893	4282	4711	
Parks, Recreation and Facilities Worker	3215	3537	3889	4279	

**FIRE DEPARTMENT**

Position	Fixed
Fire Chief	\$8993

**POLICE DEPARTMENT**

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Chief					\$8993
Lieutenant					7820
Sergeant	5153	6183	6801		
Police Officer	4800	5334	5926		
Communications Operator	3296	3625	3987	4386	
Police Services Secretary/Records Manager	3867	4253	4680	5147	
Police Services Secretary (Not Filled)	3420	3763	4138	4552	

**PUBLIC WORKS DEPARTMENT**

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Public Works Director					\$8993
Public Services Officer	4562	5018	5520	6072	
Public Works Superintendent	4876	5363	5899	6490	
Public Works Supervisor	4562	5018	5520	6072	
Lead Maintenance Worker II	4033	4437	4881	5370	
Maintenance Worker II	3539	3893	4282	4711	
Public Services Secretary	3420	3763	4138	4552	

Miscellaneous; Mid-Management; Management Contracts for Fiscal Years 2009-10 – 1 ½%, 2010-11 – 2%, 2011-12 – 3%  
 Sworn and Non-Sworn Contract for Fiscal Years 2009-10 – 1 ½%, 2010-11 – 2%, 2011-12 – 3%

Miscellaneous Employees – Step Increases occur annually with one year in between each step.  
 Bishop Police Officers Association Sworn Members – Step Increases occur annually with one year in between each step.  
 Bishop Police Officers Association Non-Sworn Members – Step Increases occur annually with 6 months from Step 1 to Step 2; one year in between each step following.

**CITY OF BISHOP**  
**PART-TIME EMPLOYEES WAGE SCALE**  
**July 1, 2010 – June 30, 2011**

**FINANCE DEPARTMENT**

Position	Step	Hourly	Step Adjustments
Office Assistant	I	\$13.25	After 6 months from hire date After 1 yr 6 mos. from hire date
	II	14.25	
	III	15.25	

**FIRE DEPARTMENT**

Position	Step	Hourly	Monthly	Statutory
Assistant Fire Chief			\$1,300.00	
Mechanic	I	\$10.00		
	II	200 hrs/start date 12.00		
	III	200 hrs/start date 14.00		
Fire Inspector		\$12.00		
Volunteer Firefighters				Per call \$16.00

**COMMUNITY SERVICES DEPARTMENT**

Position	Step	Hourly	Step Adjustments
Facility Maintenance Worker	I	\$11.00	Step increases will be considered every 500 hours of employment in that position.
	II	12.00	
	III	13.00	
Park Helper	I	\$11.00	Step increases will be considered every 500 hours of employment in that position.
	II	12.00	
	III	13.00	

Effective 1/1/11

**COMMUNITY SERVICES DEPARTMENT – PARK**

Position	Step	Hourly	Step Adjustments
Aquatics Coordinator	I	\$13.50	Step increases will be considered for each additional season worked.
	II	14.50	
	III	15.50	
Pool Manager (Senior Guard)	I	\$12.00	
	II	13.00	
	III	14.00	
Water Safety Instructor (WSI)	I	\$11.00	
	II	12.00	
	III	13.00	
Lifeguard	I	\$9.00	
	II	10.00	
	III	11.00	
Athletic Coordinator	I	\$12.00	Seasonal steps
	II	13.00	
	III	14.00	
Softball Umpires			Per Game \$25.00
Certified Instructor			Per Session \$25.00
Program Coordinator	I	\$11.00	Step increases will be considered for each additional season worked.
	II	12.00	
	III	13.00	
Activity Director	I	\$8.00	Step increases will be considered for each additional season worked.
	II	8.50	

**SUNRISE MOBILE HOME PARK**

Position	Monthly
Sunrise Park Manager	\$758.00

**POLICE DEPARTMENT**

Position	Step	Hourly	Step Adjustments
Office Assistant	I	\$13.25	
	II	14.25	After 6 months from hire date
	III	15.25	After 1 yr 6 mos. from hire date
Parking Enforcement Officer	I	\$13.25	
	II	14.25	After 6 months from hire date
	III	15.25	After 1 yr 6 mos. from hire date
Reserve	Level I	\$15.25	
	II	14.25	
	III	13.25	
Reserve Specialist		20.00	
Crossing Guard		10.00	
Relief Communications Operator	I	\$13.25	
	II	14.25	After 6 months from hire date
	III	15.25	After 1 yr 6 mos. from hire date
Police Cadet	I	\$8.00	
Facility Maintenance Worker	I	\$11.00	Step increases will be considered every 500 hours of employment in that position.
	II	12.00	
	III	13.00	

**PUBLIC WORKS DEPARTMENT**

Position	Step	Hourly	Step Adjustments
Office Assistant	I	\$13.25	
	II	14.25	After 6 months from hire date
	III	15.25	After 1 yr 6 mos. from hire date
Drafter	I	\$20.00	
	II	21.00	After 200 hours from hire date
	III	22.00	After 400 hours from hire date
Engineer		\$35.00	
Assistant Engineer		\$30.00	
Maintenance Worker		\$15.25	
Public Works Intern		\$10.00	

**RETIRED ANNUITANT – OFFICE ASSISTANT**

Position	Hourly
Office Assistant Retired Annuitant	As-needed-basis only paid at the equivalent to the retired annuitant's base hourly salary at time of retirement.

Approved by Council: September 13, 2010

TO: CITY COUNCIL

FROM: JAMES M. SOUTHWORTH, CITY ADMINISTRATOR 

SUBJECT: **LEASE AGREEMENT BL-1433 WITH LADWP – TALMAGE PARK**

DATE: JANUARY 24, 2011

**BACKGROUND/SUMMARY:**

The current lease with the Los Angeles Department of Water and Power for the mini park known as Talmage Park located at 293 North Main Street expired and has been on “holdover” status for quite some time.

The new lease that is attached has been reviewed by staff. The term of the lease is for five years for the amount of \$500.00 per year.

**RECOMMENDATION:**

Consider approval of City of Los Angeles Department of Water and Power Lease BL-1433 for Talmage Park and authorize the City Administrator to execute the lease.



ANTONIO R. VILLARAIGOSA  
Mayor

Commission  
LEE KANON ALPERT, *President*  
THOMAS S. SAYLES, *Vice-President*  
ERIC HOLOMAN  
CHRISTINA E. NOONAN  
JONATHAN PARFREY  
BARBARA E. MOSCHOS, *Secretary*

AUSTIN BEUTNER  
*General Manager*

RAMAN RAJ  
*Chief Operating Officer*

COPY

January 5, 2011

RECEIVED

JAN 10 2011

CITY OF BISHOP

City of Bishop  
377 West Line Street  
Bishop, CA 93514

Dear Lessee:

PROPOSED LEASE: BL-1433  
COMMENCING: January 1, 2011  
TERM: five years  
BASIC RENT: \$500 per year  
LOCATION: 293 N. Main Street - Bishop

Enclosed are four copies of your proposed lease covering the period of January 1, 2011 through December 31, 2015. The property is to be used as a site for a mini park.

It is the policy of the Los Angeles Department of Water and Power (LADWP) that upon the award of a lease, the Lessee must provide evidence of insurance that conforms to the insurance requirements of the lease agreement. Insurance requirements are explained in detail in the lease under Article II, Section 11 (Insurance) and as contained in the Contract Insurance Requirements (attached to this agreement and designated as *Exhibit B*), which specifically outlines the types and amounts of coverage required for this lease. Said evidence must be on file with the Risk Management section in order to commence tenancy under this lease.

Information on our insurance program is available on the website for LADWP's Risk Management section (<http://www.ladwp.com/ladwp/cms/ladwp005363.jsp>) or you may contact LADWP's Evidence of Insurance Clerk at (213) 367-4674. In addition, in the near future you will be receiving correspondence directly from Risk Management detailing further instructions regarding insurance compliance.

Also in your lease, Article I, Subsection 4.2 (Rent Payment) provides that billing for rent payments shall be for the convenience of the Lessee and is not required of the Lessor; however, after the proposed lease has been approved, we plan to provide you with billing statements.

Please review the enclosed lease in its entirety. If the lease meets with your approval, please sign four copies and return three signed copies to 300 Mandich Street, Bishop, California 93514-3449, attention Real Estate. You may keep the fourth copy for your temporary records. After the proposed lease has been approved, a fully executed copy will be returned to you.

Water and Power Conservation . . . a way of life

□ Bishop, California mailing address: 300 Mandich Street • Bishop, CA 93514-3449 • Telephone: (760) 873-0208 • Fax (760) 873-0266  
111 North Hope Street, Los Angeles, CA 90012-2607 • □ Mailing address: Box 51111 • Los Angeles, CA 90051-0100  
Telephone: (213) 367-4211 • Cable address: DEWAPOLA



City of Bishop  
Page 2  
January 5, 2011

Complete processing of a lease is time consuming; therefore, it would be helpful if you would return the signed copies within 15 days. After we receive the signed copies of the lease, the copies will be forwarded to our General Manager for his approval.

Please review the enclosed lease in its entirety. If any portion of this letter, or any clauses or particulars of the proposed lease are not fully understood, please write to our office at the above-noted address, or you may reach our Real Estate office by phone at (760) 873-0370.

Sincerely,

A handwritten signature in black ink, appearing to read "Clarence E. Martin". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Clarence E. Martin  
Assistant Aqueduct Manager

LJ:rjm

Enclosures (four lease copies; three to be signed and returned to Bishop)

c: Real Estate

21FY

**LEASE NO. 1433**

**BETWEEN**

**CITY OF BISHOP**

**AND**

**THE CITY OF LOS ANGELES  
DEPARTMENT OF WATER AND POWER**

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### EXHIBITS

- Exhibit A Lease Map
- Exhibit B Insurance
- Exhibit C City of Los Angeles Administrative Codes and Ordinances

## ARTICLE I. SPECIFIC TERMS AND PROVISIONS

The Department of Water and Power of the City of Los Angeles, hereinafter Lessor, Department or City, and:

### City of Bishop

hereinafter Lessee, agree as follows:

1. **LEASED PREMISES:** Lessor leases to Lessee the premises located at 293 N. Main Street, Bishop, Inyo County, California, more particularly shown on the drawing marked *Exhibit A*, attached hereto and made a part hereof.
2. **TERM:**
  - 2.1. **Term:** The term of this lease, upon approval by the Board of Water and Power Commissioners, or their designee(s), shall be from January 1, 2011 through December 31, 2015, for a term of five years, unless sooner terminated as herein provided.
  - 2.2. **Board Limitation – Renewal:** Lessee understands and acknowledges that under Article VI, Section 606, of the Los Angeles City Charter, the Board of Water and Power Commissioners has authority to enter into a lease for a maximum term of five years, which is the term of this lease. Said limitation does not prohibit Lessee from negotiating with Lessor for a new lease for the same property upon the expiration of this lease, but Lessor has no obligation in this regard.
3. **DESIGNATED USE:** The subject premises shall be used as a site for a mini park only, and for no other purpose.
4. **RENT:**
  - 4.1. **Rent – Plus All Taxes:**
    - 4.1.1. **Base Rent:** Lessee shall pay to Lessor as base rent the amount of Five Hundred and No/100 Dollars (\$500) per year, in advance, payable on the first day of each year commencing on January 1, 2011 and continuing during the term of this lease.
    - 4.1.2. **Taxes:** In addition to the base rent, Lessee shall pay to Lessor a sum equal to the total amount of all taxes or general or special assessments of whatever nature levied or assessed upon the leased premises and which Lessor shall have paid or be obligated to pay, relative to the subject property for the fiscal year (July 1 through June 30) then current.
  - 4.2. **Rent Payment:**
    - 4.2.1. Lessee agrees to pay all rent, or any other amount due under the terms of this lease, promptly when due and without deduction, offset, prior notice, or demand, to the Department of Water and Power, 300 Mandich Street, Bishop, California 93514-3449. **All payments shall reference Account No. 16278.**
      - 4.2.1.1. Prompt payment shall mean payment at the office of Lessor not more than five (5) days after the due date for the rent as set forth in

this lease. Rent due and not paid promptly shall be deemed delinquent.

- 4.2.2. Lessor is not required to make any demand on the Lessee for the payments, whether on the premises or elsewhere. Billing for any payment shall be for the convenience of the Lessee and not required of the Lessor.
- 4.2.3. Rent not paid when due shall bear interest from due date until paid, at the rate of 10/12<sup>th</sup> of 1% per month (10% per annum) from the date rent is due. Said sum shall be deemed additional rent.
- 4.2.4. If any check offered by the Lessee in payment of rent or any other amount due under this agreement is returned for any reason other than that caused by the Lessor's negligence, Lessee shall pay to Lessor a check return processing charge in the amount of Thirty and No/100 Dollars (\$30.00).

**5. NOTICES:**

- 5.1. Any notice to be given hereunder by either party to the other shall be in writing, and either served personally or sent by prepaid first-class mail. Any such notice shall be addressed as follows:

To Lessor:

Los Angeles Department of Water and Power  
Real Estate Section  
300 Mandich Street  
Bishop, California 93514-3449

To Lessee:

City of Bishop  
377 West Line Street  
Bishop, CA 93514

- 5.2. Or to such other address as Lessor and Lessee may hereafter designate by written notice. Notice shall be deemed communicated within twenty-four (24) hours from the time of mailing if mailed as provided in this paragraph.

## ARTICLE II. STANDARD TERMS AND PROVISIONS

### 1. LIMITATIONS/RESERVATIONS:

- 1.1. Limitations on Use of Leased Premises: Lessee shall not use the premises, nor any portion thereof, for any purpose other than that hereinabove set forth in Article 1 without first having had and obtained the written consent of the Board of Water and Power Commissioners of the City of Los Angeles (Board), whose consent may be withheld in the Board's sole discretion, and whose written consent is approved as to form by the City Attorney.
- 1.2. Reservations: This lease is subject to all existing uses, all matters of record, and to the reservations hereinafter set out.
  - 1.2.1. There is excepted from this lease and reserved to the Lessor all water and water rights, whether surface, subsurface, or of any other kind; and all water and water rights appurtenant or in anywise incident to the lands or premises leased herein, or used thereon or in connection therewith, together with the right to develop, take, transport, control, regulate, and use all such water and water rights.
  - 1.2.2. There is also excepted and reserved to the Lessor the right to use, operate, and maintain any ways, waterways, ditches, pipelines, canals, wells, and appurtenances thereto, or desirable in connection therewith, together with the right to grant easements, rights of way, licenses, and permits for other purposes that will not unreasonably interfere with Lessee's use of the premises.

### 2. IMPROVEMENTS:

- 2.1. Lessee Improvements and Alterations:
  - 2.1.1. Lessee shall make no structural improvements, additions, or alterations in, to or upon the leased premises, nor erect, construct, or place any sign upon said leased premises, without first obtaining the written consent of the Manager of the Real Estate Section of the Los Angeles Department of Water and Power (Department). Any conditions, restrictions, or limitations placed upon the approval by the Department shall be conditions of this lease as though fully set forth herein once the document is fully executed by both parties. Lessee shall hold the City harmless from liability with respect to any claims regarding any improvements, additions, or alterations made thereto.
  - 2.1.2. Prior to the construction of any improvements, Lessee shall submit to the Department, for concept approval, the preliminary plans and estimated construction cost for such improvements. Said approval, subject to the conditions set forth herein, shall be given in writing, in a reasonably timely manner. Upon approval by the Department of Lessee's preliminary plans, Lessee shall prepare working drawings and specifications, which shall be true and correct developments of the preliminary plans so approved. Lessee shall then submit a written request for construction approval and a minimum of two (2) complete sets of said approved working drawings and copies of the specifications to the Department office for written approval by

the Department. The Department's written approval and any conditions related to the construction of the improvements or alterations shall become a part of the lease as though fully set forth herein once the document is fully executed by both parties. Upon receipt of Department approval, Lessee shall cause the construction called for by the approved working drawings and specifications to be commenced and completed promptly. No substantial changes, additions, or alterations shall be made in said working drawings or specifications, or in the construction called for thereby, without first obtaining Department approval in writing. Upon completion of the improvements, Lessee shall furnish to the City, at no charge, one complete set of "as-built" drawings. These drawings must include any applicable permit numbers, the structural and other improvements installed by Lessee in the leased premises, and the location and details of installation of all improvements, equipment, utility lines, heating, ventilating, and air-conditioning ducts and related matters. Lessee shall keep said drawings current by updating them in order to reflect any changes or modifications, which may be made in or to the leased premises.

- 2.1.3. For each and every construction or alteration project undertaken on the leased premises, Lessee shall prepare a construction report. This report shall contain the following elements: (1) type of improvement constructed or altered; (2) floor area or capacity of improvement constructed or altered; (3) total cost of construction or alteration; (4) completion date for construction or alteration; and (5) a copy of the certificate of occupancy. The construction report shall be mailed to the Department at the address provided in this lease in Article I, Section 5 (*Notices*), not later than sixty (60) days following completion of the construction or alteration.
- 2.1.4. Lessee shall also keep the leased premises and any improvements constructed thereon free and clear of liens for labor and material expended by or for Lessee or on its behalf in accordance with Article II, Section 3 (*Liens*).

## 2.2. Ownership of Improvements:

- 2.2.1. During the term the property is leased, title to all structures, improvements, facilities, or alterations constructed or installed by Lessee shall be vested to Lessee. Upon the termination of the lease tenancy, said structures, improvements, facilities, or alterations, other than machines, equipment, trade fixtures, and similar installations of a type commonly removed without structural damage to the leased premises, shall become a part of the land upon which they are constructed, or of the building to which they are affixed, and title thereto shall thereupon vest in the City unless, however, the City may request Lessee to remove some or all of said structures, improvements, facilities, or alterations, in which case Lessee shall promptly remove said items at Lessee's sole cost and expense. In the event the removal of any fixture damages any part of the leased premises, Lessee shall repair such damage and restore the leased premises to as good condition as the same was in prior to said damage, reasonable wear and tear excepted.

- 2.2.2. During the term of this lease, title to all structures, improvements, facilities, or alterations constructed or installed by Lessee for which Lessee has been reimbursed by City shall thereupon vest in City.
- 2.2.3. Upon vesting of title to said structures, improvements, facilities, or alterations in the City, the City shall be entitled to additional reasonable rent, fees and/or other charges, as determined by the Board, and Lessee shall be obligated to pay same for as long as Lessee occupies said structures, improvements, facilities and alterations.
- 2.3. Damage to or Destruction of Improvements:
- 2.3.1. If, during the term of this lease, any buildings, structures, or improvements on the leased premises, whether such improvements are Lessee- or Lessor-owned, are partially or totally destroyed from a risk covered by the insurance described in Article II, Section 11 (*Insurance*), herein, thereby rendering said leased premises partially or totally inaccessible or unusable, such destruction shall not automatically terminate this lease, and Lessee, unless otherwise directed by the City, shall be obligated to restore the leased premises to substantially the same condition as they were immediately before destruction. Approval from the City for reconstruction of such improvements shall be in accordance with Article II, Subsection 2.1 (*Lessee Improvements and Alterations*) of this lease and shall not unreasonably be withheld.
- 2.3.2. If, during the term of this lease, any improvements on the leased premises, whether such improvements are Lessee- or Lessor-owned, are partially or totally destroyed from a risk not covered by the insurance described in Article II, Section 11 (*Insurance*), herein, thereby rendering said leased premises partially or totally inaccessible or unusable, such destruction shall not automatically terminate this lease. If, however, the cost of restoration exceeds ten percent (10%) of the full replacement value of improvements, as said value existed immediately before said destruction, Lessee may, at Lessee's option, terminate this lease by giving written notice to the City within sixty (60) days from the date of destruction. If Lessee elects to terminate as above provided, Lessee shall be obligated, unless otherwise directed by the City, to demolish all damaged improvements and remove all debris from the leased premises at Lessee's sole cost. If Lessee fails to exercise its right to terminate this lease, this lease shall continue in full force and effect for the remainder of the term specified herein and Lessee shall restore the leased premises to substantially the same condition as they were in immediately before destruction. Approval from the City for reconstruction of such improvements shall be in accordance with Article II, Subsection 2.1 (*Lessee Improvements and Alterations*) of this lease and shall not unreasonably be withheld.
- 2.3.3. Lessee expressly waives the provisions of Civil Code Sections 1932.2 and 1933.4.
3. **LIENS:** During the term of this lease, the fee interest in the real property underlying the leased premises shall not be used as security for any loans or mortgages nor otherwise have any liens placed on it. Additionally, Lessee shall keep any City-owned improvements on the leased premises free and clear of any liens or other encumbrances. By way of specification without

limitation, Lessee shall keep the leased premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for Lessee, and shall indemnify, hold harmless, and defend the City from any liens and encumbrances arising out of any work performed or materials furnished by or at the request of Lessee. In the event that Lessee does not, within thirty (30) calendar days following the imposition of any such lien, cause such lien to be released of record by payment or posting of a proper bond, the City shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause upon ten (10) business days prior written notice to Lessee the same to be released by such means as it shall deem proper, including payment in satisfaction of the claim giving rise to such lien. All such sums paid by the City and all expenses incurred by it in connection therewith, including costs and attorney's fees, shall be paid by Lessee to the City on demand. Nothing in this section shall be construed to limit any rights of Lessee to use its leasehold interest as security for any loans to the extent that such use is permitted under this lease. Nothing in this section shall be construed to place any obligations upon Lessee with respect to liens, loans, or mortgages placed upon the leased premises by the City, its Department of Water and Power, its Board, City officers, agents, or employees.

**4. MODIFICATION TO SIZE OF LEASED PREMISES:** It is mutually agreed that land not exceeding ten percent (10%) of the total area of the premises herein leased may be added to or deleted from said leased premises upon approval of the Manager of the Real Estate Section and without requiring additional action by the Board of Water and Power Commissioners unless the modification involves an amount in excess of \$150,000 per year, in which case prior Board approval shall be required. In all instances said changes shall become effective immediately upon written notice to Lessee. The amount of rent payable under this lease shall be increased or decreased on a pro rata basis to reflect any such addition to or deletion of lands.

**5. SIGNS:**

- 5.1. No identification signs pertaining to Lessee's operations shall be installed or placed in or on the leased premises until Lessee has submitted to the Lessor Real Estate Section drawings, sketches, design dimensions, and type and character of such identification signs proposed to be placed thereon or therein and has received written approval from the Real Estate Section. The Real Estate Section's written approval and any conditions related to the subject signs shall become a part of the lease as though fully set forth herein once the document is fully executed by both parties.
- 5.2. Other than approved identification signs, Lessee shall not, at any time, under any circumstances, install, place, or maintain any type of advertising, on the leased premises.

**6. LAWS, RULES, AND REGULATIONS:**

- 6.1. Lessee shall be solely responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state, and/or local government authority.
- 6.2. Lessee shall be solely responsible for any and all civil and/or criminal penalties assessed as a result of its failure to comply with any of these rules, regulations and/or restrictions related to its use or operation of the leased premises, or with any ordinances, statutes, laws, orders, directives and or conditions.

7.2.2.2. If the work prescribed in the "Notice to Cure" is not completed by Lessee in a manner reasonably satisfactory to the Department, and Lessee fails to correct such work within the time specified by the City in the mailed Notice, or as set forth in Article II, Subsection 7.2.2.1 above, the City may, at its sole option, and at Lessee's sole cost and expense, enter upon the leased premises and perform whatever work may, in the opinion of the Department, be required to correct the maintenance deficiencies. If the City exercises this option, Lessee shall pay to the City a sum equal to the direct cost of labor and materials expended for said work, plus a surcharge equal to fifty percent (50%) of said direct cost. Payment shall be made within thirty (30) days of the date of the City's invoice date for such costs and charges.

7.2.3. In the absence of a written agreement to the contrary, Lessor shall not be required at any time to maintain, paint, or make repairs, improvements, alterations, or additions on or to the leased premises. Lessor reserves the right, however, at any time to perform such maintenance or make such repairs or perform such other acts on or to the premises as shall be by Lessor deemed necessary for the preservation of any portion thereof, or the protection of Lessor's investment therein, and the further right to remove trees, weeds, and other things which Lessor may deem to be unsightly or undesirable; but such works performed by Lessor shall constitute, in no event, a waiver of Lessee's obligation hereunder to keep said premises in good repair and free from rubbish, noxious weeds, and other unsightly matter.

7.2.4. **Lessee waives the provisions of Civil Code Sections 1941 and 1942 with respect to the City's obligations for tenantability of the premises and Lessee's right to make repairs and deduct the expenses of such repairs from rent.**

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LESSEE INITIALS

7.2.5. Should Lessor make or perform any repairs, removals, or maintenance, or agree at the request of Lessee to perform maintenance, repairs, alterations, construction, or other works of improvement on the leased premises, Lessor may, at its option, perform such works and either bill Lessee for the entire costs of same, which Lessee agrees to pay on demand, or Lessor may, upon thirty (30) days' written notice to Lessee, increase the lease rental by an amount necessary for Lessor to recover all or part of the cost of such works, as Lessor shall determine, over the remaining term of this lease, or any lesser portion thereof as Lessor shall determine.

7.3. **Tree Maintenance:** Lessee shall spray trees as needed for pest control, and maintain and trim trees for safe condition near buildings. No tree shall be cut down without the Lessee first receiving written permission from the Lessor to do so.

7.4. **Burn Permits:** Lessee shall not burn off any part of the premises without a burning permit first being obtained from Lessor and any other regulatory authority having jurisdiction; and Lessee, at all times and at its own expense, shall do all things reasonably necessary to protect said premises from fire and fire hazards.

## **7. CARE, MAINTENANCE, AND REPAIR OF LEASED PREMISES:**

### **7.1. Care of Premises:**

- 7.1.1. Lessee is the current tenant and has examined the premises, knows the condition thereof, and accepts possession thereof in its present condition relying solely on its own inspection and not on any representations that may have been made by the Lessor or any of its agents.
- 7.1.2. Lessee agrees at its cost to keep the premises in good, clean, orderly, and sanitary condition, and shall not commit nor allow to be committed any waste, nuisance, or disposal of hazardous material or wastes upon the premises. Lessee further agrees to remove from the leased premises anything placed or stored there which Lessor considers to be undesirable or unsightly.
- 7.1.3. Any restoration of or repairs to the premises made necessary by the installation or removal of any structure, personal property, alteration, or trade fixture owned, placed, attached, or installed by Lessee on the premises shall be made at Lessee's sole cost and expense.

### **7.2. Maintenance and Repair:**

- 7.2.1. As part of the consideration for this lease, Lessee agrees, at all times hereunder and at its own expense, to keep, maintain, paint, and repair the leased premises and all improvements thereon, if there be any whether owned by Lessor or Lessee, in as good and substantial condition and state of repair as the same now are or in such improved condition as the same may hereafter be placed, reasonable wear and tear and damages by causes beyond Lessee's control excepted, except that regardless of the present condition or state of repair and regardless of the reasonableness or cause of wear, tear, or damages, Lessee shall keep and maintain, at all times hereunder and at its own expense, the premises and all improvements and facilities thereon in as good condition and repair as may be necessary for the safety of all persons who may lawfully enter thereupon.
- 7.2.2. If Lessee fails to so maintain or repair the leased premises, the City may serve a "Notice to Cure" upon Lessee. Said Notice shall prescribe the work to be accomplished by Lessee in order to correct the maintenance deficiencies and shall state the number of calendar days Lessee shall have to complete the work as prescribed in the Notice. The period of "calendar days" in said Notice shall commence ten (10) days following City's deposit of said Notice in the mail. In addition, a copy of the "Notice to Cure" shall be posted on the leased premises in a conspicuous place.
  - 7.2.2.1. If, in the opinion of the Department, any default is of such nature that it cannot physically be corrected within the period originally specified by the City, and if the party in default has responded with a course of action and has commenced to remedy such default promptly after the receipt of such Notice, and shall continuously and diligently proceed in good faith to eliminate such default, then the period for correction shall be extended for such length of time as is reasonably necessary to complete the same.

## 8. DISABLED ACCESS:

- 8.1. Lessee shall be solely responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state, and/or local governmental entity and/or court regarding disabled access to improvements on the leased premises, including any services, programs, or activities provided by Lessee. Lessee shall be solely responsible for any and all damages caused by, and/or penalties levied as the result of, Lessee's noncompliance.
- 8.2. Should Lessee fail to comply with Subsection 8.1, then the City shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Lessee will then be required to reimburse the City for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

## 9. HAZARDOUS SUBSTANCES:

- 9.1. Indemnification – Environmental: Lessee, on behalf of itself and its successors, assigns, and sub-lessees, further undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the Department of Water and Power, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "Indemnitees"), and at the option of the City, defend by counsel satisfactory to the City the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages, demands, judgments, civil fines, penalties (including, but not limited to, costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation, penalties, and fines arising from the violation of any local, regional, state, or federal law, or regulation, disbursements, and other environmental response costs), or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including Lessee employees and agents, or damage or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incident to, or connected in any manner to the acts, errors, omissions to act, willful misconduct, or non-performance or breach by Lessee of any term and/or condition of this lease, relating directly or indirectly to the release or spill of any legally designated hazardous material or waste, resulting from or incident to the presence upon or performance of activities by Lessee or its personnel with respect to the subject area/property covered under this lease, on the part of the Lessee, or Lessee's officers, agents, employees, or sub-lessees of any tier, regardless of any negligence on the part of Indemnitees, except for the sole negligence or willful misconduct of the Department. It is the specific intent of this paragraph that this Indemnification shall apply and be effective for all accidents, occurrences, and/or events occurring during the term of this agreement that give rise to future claims, even if the actual claim comes against the Department after the agreement has expired or terminated. This Indemnification shall be in addition to any other rights or remedies that Indemnitees have under law or under this agreement.
- 9.2. Survival of Obligations: This Section 9, and the obligations herein, shall survive the expiration or earlier termination of this lease.

**10. CITY'S RIGHT OF ACCESS AND INSPECTION:** The City, by and through its officers, employees, agents, representatives, and contractors, shall have the right at all reasonable times and in a reasonable manner, upon notice to Lessee, to enter upon the leased premises for the purpose of inspecting the same or for doing any act or thing that the City may be obligated or have the right to do under this lease, or otherwise, and no abatement of rental shall be claimed by or allowed to Lessee by reason of the exercise of such rights. In the exercise of its rights under this Section, the City, its officers, employees, agents, and contractors shall not unreasonably interfere with the conduct of Lessee's business on the leased premises as herein authorized.

**11. INSURANCE:**

11.1. Additional Insured Status Required: Lessee shall procure at its own expense, and keep in effect at all times during the term of this lease, the types and amounts of insurance specified on the attached *Exhibit B (Contract Insurance Requirements)*. The specified insurance shall also, either by provisions in the policies, by the City's own endorsement form, or by other endorsement attached to such policies, include and insure the City, the Department, its Board, and all of its officers, employees, and agents, their successors and assigns, as additional insureds (except for Professional Liability and Workers' Compensation), against the area(s) of risk described herein as respects Lessee's acts or omissions in its performance of the lease, use and occupancy of the premises hereunder, or other related functions performed by or on behalf of Lessee. Such insurance shall not limit or qualify the liabilities and obligations of the Lessee assumed under the lease.

11.2. Severability of Interests and Cross Liability Required: Each specified insurance policy (other than Workers' Compensation and Employers' Liability and Property coverages) shall contain a Severability of Interest and Cross Liability clause that states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability"; and a Contractual Liability Endorsement that shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under this Agreement with the City of Los Angeles."

11.3. Primary and Non-Contributory Insurance Required: All such insurance shall be Primary and Noncontributing with any other insurance held by the City's Department where liability arises out of, or results from, the acts or omissions of Lessee, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Lessee. Any insurance carried by the Department, which may be applicable, shall be deemed to be excess insurance and the Lessee's insurance is primary for all purposes despite any conflicting provision in the Lessee's policies to the contrary.

11.4. Deductibles Subject to Department's Discretion: Deductibles and/or self-insured retentions shall be at the sole discretion of the Risk Manager of the Department (hereinafter referred to as "Risk Manager"). The Department shall have no liability for any premiums charged for such coverage(s). The inclusion of the Department, its Board, and all of its officers, employees and agents, and their agents and assigns, as additional insureds, is not intended to, and shall not, make them, or any of them, a partner or joint venturer with Lessee in its operations.

11.5. Proof of Insurance for Renewal or Extension Required: At least ten (10) days prior to the expiration date of any of the policies required on the attached *Exhibit B (Contract Insurance Requirements)*, documentation showing that the insurance coverage has

been renewed or extended shall be filed with the Department. If such coverage is canceled or reduced in coverage, Lessee shall, within fifteen (15) days of such cancellation or reduction of coverage, file with the Department evidence that the required insurance has been reinstated or provided through another insurance company or companies.

- 11.6. Submission of Acceptable Proof of Insurance and Notice of Cancellation: Lessee shall provide proof to the Department's Risk Manager of all specified insurance and related requirements either by production of the actual insurance policy(ies), by use of Department's own endorsement form(s), by other written evidence of insurance acceptable to the Risk Manager, but always in a form acceptable to the Risk Manager and the Office of the City Attorney. The documents evidencing all specified coverages shall be filed with the Department prior to Lessee beginning operations or occupying the premises hereunder. Said proof shall contain, at a minimum, the applicable policy number, the inclusive dates of policy coverages, the date the protection begins for the Department, and the insurance carrier's name. Such documents shall bear an original signature of an authorized representative of said carrier(s), and they shall provide that such insurance shall not be subject to cancellation, material reduction in coverage or non-renewal except after written notice by certified mail, return receipt requested, to the City Attorney of the City of Los Angeles at least thirty (30) calendar days prior to the effective date thereof. The notification shall be sent by registered mail to: The Office of the City Attorney, Water and Power Division, Post Office Box 51111, JFB – Room 340, Los Angeles, California 90051-0100.
- 11.7. Claims-Made Insurance Conditions: Should any portion of the required insurance be on a "Claims Made" policy, the Lessee shall, at the policy expiration date following the lease term, provide evidence that the "Claims Made" policy has been renewed or replaced with the same limits, terms and conditions of the expiring policy, or that an extended three (3) years discovery period has been purchased on the expiring policy.
- 11.8. Failure to Maintain and Provide Proof as Cause for Termination: Failure to maintain and provide acceptable evidence of the required insurance for the required period of coverage shall constitute a breach of the lease, upon which the Department may immediately terminate or suspend the lease.
- 11.9. Sub-Contractor Compliance: The Lessee shall be responsible for all sub-Lessee's compliance with the insurance requirements set forth herein.
- 11.10. Periodic Right to Review/Update Insurance Requirements: The Department and Lessee agree that the insurance policy limits specified on the attached *Exhibit B (Contract Insurance Requirements)* may be reviewed for adequacy annually throughout the term of this lease by the Risk Manager/City Attorney, who may thereafter require Lessee to adjust the amounts and types of insurance coverage(s) to whatever extent the Risk Manager/City Attorney deems to be adequate and necessary. The City reserves the right to have submitted to it, upon request, all pertinent information about the agent(s) and carrier(s) providing such insurance, including applicable license(s) and ratings.

12. **CITY HELD HARMLESS / INDEMNIFICATION:** In addition to the requirements of Article II, Section 11 (*Insurance*) herein, Lessee acknowledges that it has inspected the premises, knows the condition thereof, and on behalf of itself and its successors, assigns and sub-lessees undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the Department of Water and Power, the Board of Water and Power Commissioners of the City of Los Angeles,

and all of their officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "Indemnitees"), and at the option of the City, defend by counsel satisfactory to the City, the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages (including but not limited to indirect, consequential, and incidental), demands, judgments, civil fines, penalties, or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including but not limited to Lessee's employees, customers, invitees and agents, or persons who enters onto the premises, or damage (including environmental damage) or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incident to, or connected in any manner to this agreement or to the premises covered under this agreement, regardless of any negligence on the part of Indemnitees, except for the active negligence or willful misconduct of the Department of Water and Power. It is the specific intent of this paragraph that this Indemnification shall apply and be effective for all accidents, occurrences, and/or events occurring during the term of this agreement that give rise to future claims, even if the actual claim comes against the Department after the agreement has expired or terminated. This Indemnification shall be in addition to any other rights or remedies that Indemnitees have under law or under this agreement.

### 13. CITY ORDINANCE MANDATED PROVISIONS

- 13.1. **Non-Discrimination**: During the term of this lease, the Lessee shall not discriminate in its employment practices against any employee or applicant for employment because of race, religion, national origin, ancestry, sex, sexual orientation, age disability, marital status, domestic partner status, or medical condition. Any subleases shall contain a like nondiscrimination clause: The applicable provisions of Executive Order No. 11246 of September 24, 1965; Part 60-741 of 41 CFR pertaining to handicapped workers, including 60-741.4 Affirmative Action Clause; and Sections 10.8 to 10.13 of the Los Angeles Administrative Code pertaining to nondiscrimination in employment in the performance of City contracts are incorporated herein by reference and made a part hereof as if they were fully set forth herein.
- 13.2. **Affirmative Action Plan**: Lessee shall have an Affirmative Action Plan on file with the Director of Corporate Purchasing Services. Lessee's Plan shall be submitted on the City's form, available from the Director of Corporate Purchasing Services.
- 13.3. **Child Support Assignment Orders**: Lessee shall comply with Section 10.10, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code ("Child Support Assignment Orders"), a copy of which is attached hereto in *Exhibit C* and by this reference incorporated herein. The Department requires all lessees and sublessees entering into a contract with the Department to comply with all reporting requirements and court-ordered wage earning assignments..
- 13.4. **Service Contractor Worker Retention Ordinance (SCWRO) and Living Wage Ordinance**: Under provisions of Section 10.36 et seq., and Section 10.37 et seq. of the Los Angeles Administrative Code, a copy of which is attached hereto in *Exhibit C* and by this reference incorporated herein, all employers (except where specifically exempted) under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of \$25,000 and a contract term of at least three months; leases; licenses; or, certain recipients of City financial assistance, shall comply with all applicable provisions of the Ordinances. The Department of Water and Power shall have the authority, under appropriate circumstances, to terminate the contract and otherwise pursue legal remedies that may be available, if the Department of Water

and Power determines that the subject contractor or financial recipient violated the provisions of the referenced Code Section.

## 14. TAXES

### 14.1. General:

14.1.1. Lessee shall pay any and all taxes of whatever character that may be levied or charged upon the leased premises, or upon Lessee's improvements, fixtures, equipment, or other property thereon or upon Lessee's use thereof. Lessee shall also pay all license or permit fees necessary or required by law or regulation for the conduct of Lessee's business or use of the leased premises.

14.1.2. If a claim is made against the City for any of the above charges, the City shall promptly notify Lessee in writing; provided, however, that failure by the City to give such notice shall not constitute a waiver of Lessee's obligation to pay such taxes, license and/or permit fees.

14.2. Special Assessments: In the event any special assessments or taxes are levied against the leased premises by a district, special district, assessment district, or any other political entity or public corporation with power to levy taxes and/or assessments, such as a watermaster service or a water district, Lessor shall pay said taxes and/or assessments, and said payment, unless the Lessor shall otherwise find and determine, will be added to the basic rental at the beginning of any rental period.

14.3. Substitute and Additional Taxes: If at any time during the term of this lease the State of California or any political subdivision of the state, including any county, city, public corporation, district, or any other political entity or public corporation of this state, levies or assesses against Lessor a tax, fee, or excise on rents on the square footage of the premises on the act of entering into this lease or on the occupancy of Lessee, or levies or assesses against Lessor any other tax, fee, or excise, however described, including, without limitation, a so-called value-added tax, as a direct substitution in whole or in part for or in addition to any real property taxes, Lessee shall pay before delinquency that tax, fee, or excise. Lessee's share of any such tax, fee, or excise shall be substantially the same as Lessee's proportionate share of real property taxes as provided in this lease.

14.4. Possessory Interest Tax: By executing this agreement and accepting the benefits thereof, a property interest may be created known as a "possessory interest," and such property interest will be subject to property taxation. Lessee, as the party in whom the possessory interest is vested, will be subject to the payment of the property taxes levied upon such interest. Lessee herewith acknowledges that by this paragraph, the Lessor has provided notice of possessory liability as required by Revenue and Taxation Code Section 107.6.

14.5. The obligations of Lessee under this Section 14, however, shall not prevent Lessee from contesting the validity and/or applicability of any of the above charges and during the period of any such lawful contest, Lessee may refrain from making, or direct the withholding of, any such payment without being in breach of the above provisions. Upon a final determination in which Lessee is held responsible for such taxes and/or fees, Lessee shall promptly pay the required amount plus all legally imposed interest, penalties and surcharges. If all or any part of such taxes and/or fees, penalties, or

surcharges are refunded to the City, the City shall remit to Lessee such sum(s) to which Lessee is legally entitled.

15. **UTILITIES:** Lessee agrees to promptly pay all charges for public utility services furnished for use on the premises and any other charges accruing or payable in connection with Lessee's use and occupancy of the premises.

16. **ASSIGNMENTS AND SUBLEASES:**

16.1. Lessee shall not, in any manner, assign, transfer, or encumber this lease, or any portion thereof or any interest therein, nor sublet or sublease the whole or any part of the leased premises, nor license or permit the use of the same, in whole or in part, without the prior written consent of the City. Any attempts to transfer, assign, or sublease without the consent required by this Section shall be void and shall transfer no rights to the leased premises. Consent to one assignment, subletting, or use, or occupation shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use. This lease shall not, nor shall any interest therein, be assignable as to the interest of Lessee by operation of law without the prior written consent of the City.

16.2. Involuntary Assignment:

16.2.1. No interest of Lessee in this lease shall be assignable by operation of law (including, without limitation, the transfer of this lease by testacy or intestacy). Each of the following acts shall be considered an involuntary assignment:

16.2.1.1. If Lessee is or becomes bankrupt or insolvent; makes an assignment for the benefit of creditors; institutes, or is a party to, a proceeding under the Bankruptcy Act in which Lessee is the bankrupt or debtor; or, if Lessee is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors;

16.2.1.2. If a writ of attachment or execution is levied on this lease; or

16.2.1.3. If, in any proceeding or action to which Lessee is a party, a receiver is appointed with authority to take possession of the premises.

16.2.2. An involuntary assignment shall constitute a default by Lessee, and Lessor shall have the right to elect to terminate this lease, in which case this lease shall not be treated as an asset of Lessee. If a writ of attachment or execution is levied on this lease, Lessee shall have ten (10) days in which to cause the attachment or execution to be removed. If any involuntary proceeding in bankruptcy is brought against Lessee, or if a receiver is appointed, Lessee shall have sixty (60) days in which to have the involuntary proceeding dismissed or the receiver removed.

16.3. Corporation or Partnership:

16.3.1. If Lessee is a corporation, this lease is to the corporation as it currently exists. Any dissolution, merger, consolidation, or other reorganization of Lessee, or the sale or other transfer of stock ownership of the corporation,

voluntary, involuntary, or by operation of law, greater than ten percent (10%) shall be deemed a voluntary assignment of this lease and, therefore, subject to the provisions of this lease as to voluntary assignment thereof, including that provision requiring Lessor's prior written consent. This paragraph shall not apply to corporations the stock of which is traded through an exchange.

16.3.2. If Lessee is a partnership, this lease is to the partnership as it currently exists. A withdrawal or change, voluntary, involuntary, or by operation of law, of any partner, or the dissolution of the partnership shall be deemed a request to assign this lease and, therefore, subject to the provisions of this lease as to voluntary assignment thereof.

16.4. Each request for consent to an assignment shall be in writing, accompanied by the following:

16.4.1. A copy of the purchase/sale agreement, which shall include a detailed list of the assets that comprises the sales price.

16.4.2. A copy of the escrow instructions pertaining to the transaction.

16.4.3. Information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee, including but not limited to the intended use and/or required modification of the premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request.

16.4.4. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested.

16.5. In the case of an assignment, Lessee shall pay to the City any monetary or other economic consideration received by Lessee that is attributed to the leasehold as an asset. Said amount shall be over and above the amount of Lessee's rental and other payments due the City pursuant to this lease.

16.6. In the case of a sublease, it shall not be deemed to be an unreasonable restraint by the City, as a condition to the Consent to Sublease, for the City to require that Lessee pay to the City a percentage, to be negotiated, of any monetary or other economic consideration received by Lessee as a result of the sublease over and above the amount of Lessee's rental and other payments due the City pursuant to this lease.

**17. CONDEMNATION:** The parties hereby agree that if the leased premises, or any portion thereof, or any interest therein, are taken by eminent domain for public use, or otherwise, by any governmental authority, or by a "quasi-public entity" having the power of condemnation, or sold to a governmental authority threatening to exercise the power of eminent domain, this lease, and Lessee's obligation to pay rent hereunder, shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs, and the rent, fees and/or other charges hereunder shall be apportioned and paid to the date of such taking. A taking of the leased premises includes the taking of easements for air, light and any other easements in the land, including, but not limited to an impairment or taking of access to adjoining streets.

17.1. Effect of Partial Condemnation: In the event a portion of the leased premises are appropriated or taken and Lessee, at its sole discretion, determines that the remainder thereof is not suitable for the continued use of the leased premises by Lessee for

conducting Lessee's operations thereon in the same manner and extent as carried on prior to such taking, Lessee shall have the right to terminate this lease upon giving Department written notice of its intent to exercise said right. Said notice shall be given not more than one hundred twenty (120) days following the date of service of a complaint in eminent domain upon Lessee, or one hundred twenty (120) days following the City's demand that Lessee acknowledge its intent to terminate this lease, unless the City and Lessee agree, in writing, to an earlier termination or to extend said period. If Lessee exercises its right to terminate this lease pursuant to this Subsection 17.1, Lessee shall give the City thirty (30) days prior written notice of the effective date of said termination.

- 17.1.1. If, in the event of such taking of a portion of the leased premises, Lessee does not terminate this lease, this lease shall continue in full force and effect as to the part not taken, and the rent to be paid by Lessee during the remainder of the term, subject to adjustment as provided elsewhere in this lease, shall be as follows: the land and improvement rental shall be reduced in the same proportion as the land taken by eminent domain bears to the area of the leased premises before the taking.
- 17.1.2. In determining whether a partial condemnation renders the remainder of the leased premises unsuitable for the use then being made of the leased premises by Lessee, Lessee, among other things, shall take into consideration the cost of restoration, the rentable area of the remaining improvements and the suitability of the remaining leased premises for conducting Lessee's operations thereon in the same manner and extent as carried on prior to such taking.
- 17.1.3. Except as provided for in Article II, Subsection 2.2 (*Ownership of Improvements*) hereof, should Lessee terminate this lease pursuant to this Section 17, title to all improvements, additions or alterations constructed or installed by Lessee upon the leased premises and which have not already vested in the City shall thereupon vest in the City.

17.2. Application of Award Upon a Total or Partial Taking:

- 17.2.1. If this lease is terminated pursuant to Subsection 17.1 herein, or, if all or a portion of the leased premises are taken, then the entire award or compensation paid for land, improvements, and buildings owned by the City, the amortized portion of the value of buildings and improvements built by Lessee and which will become the property of the City upon termination of this lease, shall be the property of the City.
- 17.2.2. Lessee shall have the right to receive compensation for the unamortized value of the buildings and any improvements that are still owned by Lessee and that were placed on the leased premises by Lessee and located thereon at the time of such taking or appropriation, and for its trade fixtures, equipment, and supplies, and for loss or damage to Lessee's business goodwill. The "amortized value" that the City shall be entitled to receive is a portion of the award for said Lessee-owned buildings and improvements equal to an amount determined by a ratio equal to the number of years the building and/or improvements have been in existence over the original term of the lease, without consideration of any possibility or probability of renewal, or of options, if any. There shall be no amortization of partially constructed improvements authorized by the City, if said construction is

incomplete within the time period set forth in the approval granted by the City. The value, to be determined by the City, of such partially constructed improvements shall be paid to Lessee.

- 17.3. **Severance Damages:** The entire award of compensation paid for any severance damages, whether paid for impairment of access, for land, buildings, and/or improvements shall be the property of the City, regardless of whether any buildings or improvements so damaged are owned or were constructed by the City or Lessee. However, should the City determine that improvements are to be restored, that portion of the severance damages necessary to pay the cost of restoration, as set forth in Subsection 17.4 hereof, shall be paid to Lessee upon the written request of Lessee, accompanied by evidence that the sum requested has been paid for said restoration and is a proper item of such cost and used for such purpose.
- 17.4. **Partial Taking: Restoration:** In case of a taking of the leased premises other than a total taking and/or should Lessee elect not to terminate this lease pursuant to this Section, the City and Lessee may mutually agree that Lessee shall restore any improvements on the leased premises, and Lessee shall, at Lessee's expense, whether or not the awards or payments, if any, on account of such taking are sufficient for the purpose, promptly commence and proceed with reasonable diligence to effect (subject to Force Majeure) restoration of the improvements on the remaining portion of the leased premises as nearly as possible to their condition and character immediately prior to such taking, except for any reduction in area caused thereby, or with such changes or alterations as may be made at the election of Lessee in accordance with Article II, Subsection 2.1 (*Lessee Improvements and Alterations*) of this lease.
- 17.4.1. In the event the improvements damaged and/or taken belong to the City, the City shall not be obligated to restore said improvements should the City, in its sole discretion, determine not to do so.
- 17.5. **Taking for Temporary Use:** In the event of a taking of all or any portion of the leased premises for temporary use, this lease shall continue in full force and effect without reduction or abatement of rental or other sum payable hereunder, and Lessee shall be entitled to make claim for, recover and retain any awards or proceeds made on account thereof, whether in the form of rent or otherwise, unless such period of temporary use or occupancy extends beyond the term of this lease, in which case such awards or proceeds shall be apportioned between the City and Lessee as heretofore specified. Lessee shall restore or cause to be restored any such areas temporarily taken to the condition existing before the taking.

## 18. DEFAULT:

- 18.1. **Default Events:** The following events shall be deemed to be events of default by Lessee under the lease:
- 18.1.1. Lessee fails to pay any rent due under this lease, which failure continues for a period of ten (10) days after such payment should have been paid pursuant to the terms and conditions of this lease;
- 18.1.2. Lessee fails to comply with any term, provision or covenant of this lease, other than paying rent, and does not cure such failure within thirty (30) days after the Department has sent written notice to Lessee specifying such failure or such longer period of time as may be granted by the Department to cure such default as long as Lessee commences to cure such default

within such thirty (30) day period and diligently proceeds to cure such default;

- 18.1.3. Lessee makes an assignment of this lease, or any rights granted to Lessee hereunder, to, and for the benefit of, Lessee's creditors;
  - 18.1.4. Lessee, within thirty (30) days after the commencement of any proceeding against Lessee seeking adjudication of bankruptcy or reorganization, rearrangement, composition, readjustment, liquidation, dissolution or similar relief, fails to cause such proceedings to be dismissed; and/or
  - 18.1.5. Lessee, within sixty (60) days after the appointment without Lessee's consent or acquiescence of any trustee, receiver, or liquidator of the Lessee or a material part of its assets, causes such appointment to be vacated.
  - 18.1.6. The interests of Lessee under this lease shall not, except at the City's option and with its written consent, be assignable by operation of law. In case of the bankruptcy of Lessee, or the appointment of a receiver for Lessee and such receiver is not removed within one hundred twenty (120) days from the date of appointment, or if a receiver is appointed to take possession of the leased premises as a result of any act or omission of Lessee and such receiver is not removed within one hundred twenty (120) days from the date of appointment, or if Lessee makes an assignment of this lease for the benefit of creditors, or if possession of the leased premises is taken by virtue of any attachment, execution, or the levy of any judicial process, the City, at its election, may, after written notice to Lessee, terminate this lease.
- 18.2. Lessor's Remedies: Upon the occurrence of a Default Event, the City, in addition to any other rights or remedies available to the City at law or in equity, shall have the right to:
- 18.2.1. Terminate this lease and all rights of Lessee under this lease, by giving Lessee thirty (30) days written notice that this lease is terminated, in which case, the City may recover from Lessee the aggregate sum of:
    - 18.2.1.1. The worth at the time of award of any unpaid rent that had been earned at the time of termination;
    - 18.2.1.2. The worth at the time of award of the amount by which (A) the unpaid rent that would have been earned after termination until the time of award exceeds (B) the amount of rental loss, if any, that Lessee affirmatively proves could be reasonably avoided;
    - 18.2.1.3. The worth at the time of award of the amount by which (A) the unpaid rent for the balance of the term after the time of award exceeds (B) the amount of rental loss, if any, that Lessee affirmatively proves could be reasonably avoided;
    - 18.2.1.4. Any other amount necessary to compensate the City for all the detriment caused by Lessee's failure to perform the City's obligations or that, in the ordinary course of things, would be likely to result from Lessee's failure; and
    - 18.2.1.5. All other amounts in addition to or in lieu of those previously set out as may be permitted from time to time by applicable California law.

- 18.2.1.6. As used in Subsections 18.2.1.1 and 18.2.1.2 of this Section, the "worth at the time of award" is computed by allowing interest at the rate of ten percent (10%) per annum.
  - 18.2.1.7. As used in Subsection 18.2.1.3 of this Section, the "worth at the time of award" is computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award plus one percent (1%).
  - 18.2.1.8. As used in this Section, the term "rent" shall include the Rent and any and all other payments required by Lessee under this lease.
- 18.2.2. Continue this lease, and from time to time, without terminating this lease, either:
- 18.2.2.1. Recover all rent and other amounts payable as they become due; or
  - 18.2.2.2. Re-let the leased premises or any part on behalf of Lessee on terms and at the rent that the City, in the City's sole discretion, may deem advisable, all with the right to make alterations and repairs to the leased premises, at Lessee's sole cost, and apply the proceeds of re-letting to the rent and other amounts payable by Lessee. To the extent that the rent and other amounts payable by Lessee under this lease exceed the amount of the proceeds from re-letting, the City may recover the excess from Lessee as and when due.
- 18.2.3. Upon the occurrence of a Default Event, the City shall also have the right, with or without terminating this lease, to re-enter the leased premises and remove all property from the leased premises. The City may store the property removed from the leased premises at the expense and for the account of Lessee.
- 18.2.4. None of the following remedial actions, alone or in combination, shall be construed as an election by the City to terminate this lease unless the City has in fact given Lessee written notice that this lease is terminated or unless a court of competent jurisdiction decrees termination of this lease: any act by the City to maintain or preserve the leased premises; any efforts by the City to re-let the leased premises; any re-entry, repossession, or re-letting of the leased premises by the City pursuant to this Section. If the City takes any of the previous remedial actions without terminating this lease, the City may nevertheless, at any later time, terminate this lease by written notice to Lessee.
- 18.2.5. If the City re-lets the leased premises, the City shall apply the revenue from the re-letting as follows: first, to the payment of any indebtedness other than rent due from Lessee to the City; second, to the payment of any cost of re-letting; third, to the payment of the cost of any maintenance and repairs to the leased premises; and fourth, to the payment of rent and other amounts due and unpaid under this lease. The City shall hold and apply the residue, if any, to payment of future amounts payable under this lease as the same may become due, and shall be entitled to retain the eventual

balance with no liability to Lessee. If the revenue from re-letting during any month, after application pursuant to the previous provisions, is less than the sum of (a) the City's expenditures for the leased premises during that month and (b) the amounts due from Lessee during that month, Lessee shall pay the deficiency to the City immediately upon demand.

- 18.2.6. After the occurrence of a Default Event, the City, in addition to or in lieu of exercising other remedies, may, but without any obligation to do so, cure the breach underlying the Default Event for the account and at the expense of Lessee. However, the City must by prior written notice first allow Lessee a reasonable opportunity to cure, except in cases of emergency, where the City may proceed without prior notice to Lessee. Lessee shall, upon demand, immediately reimburse the City for all costs, including costs of settlements, defense, court costs, and attorney fees that the City may incur in the course of any cure.
- 18.2.7. No security or guaranty for the performance of Lessee's obligations that the City may now or later hold shall in any way constitute a bar or defense to any action initiated by the City or unlawful detainer or for the recovery of the leased premises, for enforcement of any obligation of Lessee, or for the recovery of damages caused by a breach of this lease by Lessee or by a Default Event.
- 18.2.8. Except where this is inconsistent with or contrary to any provisions of this lease, no right or remedy conferred upon or reserved to either party is intended to be exclusive of any other right or remedy, or any right or remedy given now or later existing at law or in equity or by statute. Except to the extent that either party may have otherwise agreed in writing, no waiver by a party of any violation or nonperformance by the other party of any obligations, agreements, or covenants under this lease shall be deemed to be a waiver of any subsequent violation or nonperformance of the same or any other covenant, agreement, or obligation, nor shall any forbearance by either party to exercise a remedy for any violation or nonperformance by the other party be deemed a waiver by that party of the rights or remedies with respect to that violation or nonperformance.

- 18.3. Cross Default: A material breach of the terms of any other lease, license, permit, or contract held by Lessee with the City shall constitute a material breach of the terms of this lease, and shall give the City the right to terminate this lease for cause in accordance with the procedures set forth in Section 18.

## 19. TERMINATION BY PARTIES:

- 19.1. This lease may be terminated by either party by giving to the other party not less than thirty (30) days' advance written notice of such termination; but, for reasons other than nonpayment of rent, such right of termination shall be exercised by Lessor only when Lessee is in default with respect to the terms, conditions, or covenants of this lease, or in the event the Board determines that the operations of the Department or the public interest require such termination.
- 19.2. Lessor shall have the unconditional right to terminate this lease by giving Lessee 180 days advance written notice of such termination.

19.3. Upon termination of the lease for whatever reason, the Lessee shall be responsible, to the extent caused by or introduced onto the property as a result of the use of the property by Lessee, for all cleanup costs and expenses including, but not limited to, any fines, penalties, judgments, litigation costs, and attorneys' fees incurred as a result of any and all discharge, leakage, spillage, emission of material which is, or becomes, defined as any pollutant, contaminant, hazardous waste or hazardous substance, under all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, or imposing liability or standards of conduct concerning any hazardous substance on, under, or about the property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USCS §§9601 et seq.); the Resource Conservation and Recovery Act of 1976 (42 USCS §§6901 et seq.); the Clean Water Act, also known as the Federal Water Pollution Control Act (33 USCS §§1251 et seq.); the Toxic Substances Control Act [15 USCS §§2601 et seq.); the Hazardous Materials Transportation Act [49 USCS §§1801 et seq.); the Insecticide, Fungicide, Rodenticide Act (7 USCS §§136 et seq.); the Superfund Amendments and Reauthorization Act (42 USCS §§6901 et seq.); the Clean Air Act (42 USCS §§7401 et seq.); the Safe Drinking Water Act (42 USCS §§300f et seq.); the Solid Waste Disposal Act (42 USCS §§6901 et seq.); the Surface Mining Control and Reclamation Act (30 USCS §§1201 et seq.); the Emergency Planning and Community Right to Know Act (42 USCS §§11001 et seq.); the Occupational Safety and Health Act (29 USCS §§655 and 657); the California Underground Storage of Hazardous Substances Act (H&SC §§25280 et seq.); the California Hazardous Substances Account Act (H&SC §§25300 et seq.); the California Hazardous Waste Control Act (H&SC §§25100 et seq.); the California Safe Drinking Water and Toxic Enforcement Act (H&SC §§24249.5 et seq.); the Porter-Cologne Water Quality Act (Wat. C. §§13000 et seq.); together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to hazardous substances on, under, or about the property, including ambient air, soil, soil vapor, groundwater, surface water, or land use. Said cleanup shall be accomplished to the satisfaction of the Department and any governmental body having jurisdiction there over.

## **20. SURRENDER OF PREMISES:**

- 20.1. Upon the expiration of the term of this lease or sooner termination as herein provided, the City has the right to discontinue leasing the premises and has no obligation to Lessee to renew, extend, transfer, or re-lease the premises. If this right is exercised by the City, Lessee shall vacate the premises and shall peaceably surrender the same. Lessee is obliged to, and shall remove any and all Lessee-owned personal property, trade fixtures, and goods, and hazardous materials and wastes located in or upon the leased premises, except for trees and shrubs, and structures and improvements, title to which automatically passes to the City pursuant to this lease. Lessee shall leave the premises in a level, graded condition.
- 20.2. The City may waive the obligation to remove and restore, in writing, upon prior written request therefor by Lessee. If the obligation is waived, Lessee shall quit and surrender possession of the premises to the City in at least as good and usable condition as the same are required to be maintained under this lease. In this event, the City shall acquire title to any and all such personal property, trade fixtures and goods, located in

or upon the leased premises and remaining there upon the expiration or any termination of this lease, and Lessee agrees that title to same shall and by this agreement does vest in the City, and that Lessee shall thereafter have no rights whatsoever in any such personal property, trade fixtures, and goods left on the premises.

- 20.3. Should Lessee fail to remove any Lessee-owned or sublessee-owned personal property, trade fixtures, and goods or fail to request City's waiver of removal, the City can elect to retain or dispose of, in any manner, any such personal property, trade fixtures, and goods that Lessee does not remove from the premises on expiration or termination of the term as allowed or required by this lease by giving thirty (30) days' written notice to Lessee. Title to any such personal property, trade fixtures, and goods shall vest in the City on the expiration of the thirty (30) day notice. Lessee waives all claims against the City for any damage to Lessee resulting from the City's retention or disposal of any such property. Lessee shall be liable to the City for the City's costs for storing, removing, or disposing of any property of the Lessee or sublessees.
21. **HOLDING OVER:** If Lessee shall hold over after expiration or other termination of this lease, whether with the apparent consent or without the consent of the City, such shall not constitute a renewal or extension of this lease, nor a month-to-month tenancy, but only a tenancy at will with liability for reasonable rent, and in all other respects on the same terms and conditions as are herein provided. The term reasonable rent as used in this section shall be no less than 1/12<sup>th</sup> of the total yearly rents, taxes, and assessments provided for elsewhere in this lease, per month, and said reasonable rent during the holdover period shall be paid, in advance, on the first day of each month.
22. **QUITCLAIM OF LESSEE'S INTEREST UPON TERMINATION:** Upon termination of this lease for any reason, including, but not limited to, termination because of default by Lessee, Lessee shall execute, acknowledge, and deliver to the City immediately upon written demand therefor a good and sufficient deed whereby all right, title, and interest of Lessee in the demised premises is quitclaimed to the City. Should Lessee fail or refuse to deliver the required deed to the City, the City may prepare and record a notice reciting the failure of Lessee to execute, acknowledge, and deliver such deed, and said notice shall be conclusive evidence of the termination of this lease and of all right of Lessee or those claiming under Lessee in and to the demised premises.
23. **SUCCESSORS IN INTEREST:** This lease shall inure to the benefit of, and be binding upon the parties hereto and any heirs, successors, executors, administrators, and any permitted assigns, as fully and to the same extent specifically mentioned in each instance, and every term, covenant, condition, stipulation, and agreement contained in this lease shall extend to and bind any heir, successor, executor, administrator, and assign, all of whom shall be jointly and severally liable hereunder.
24. **AUDITS:** The City may, at its sole discretion and with reasonable notice to Lessee, require Lessee to provide access to all records and other information necessary to perform an audit of rental, fees, and other charges paid and payable to the City. The City's right to access such records and information shall survive three (3) years beyond the expiration or early termination of this lease. Lessee shall retain all records and other information necessary to perform an audit as described above for a minimum of seven (7) years.
25. **RECORDING:** Neither this lease nor a memorandum thereof shall be recorded without the City's consent in writing.

26. **WAIVER:** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or of any subsequent breach of the same term, covenant, or condition. The subsequent acceptance of rent hereunder by the City shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this lease other than the failure of Lessee to pay the particular rent so accepted, regardless of the City's knowledge of such preceding breach at the time of acceptance of such rent.
27. **ATTORNEY'S FEES:** If the City shall, without any fault, be made a party to any litigation commenced by or against Lessee arising out of Lessee's use or occupancy of the leased premises, then Lessee shall pay all costs, expenses, and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation. Each party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other party.
28. **ESTOPPEL CERTIFICATES:**
- 28.1. Estoppel Certificate From Lessee: Within fifteen (15) days following any written request that the City may make from time to time pursuant to the request of a lender or prospective purchaser, Lessee shall execute and deliver to the City a statement certifying: (a) the Lease Commencement Date; (b) the fact that this lease is unmodified and in full force and effect (or, if there have been modifications hereto, that this lease is in full force and effect as modified, and stating the date and nature of the such modifications); (c) the date to which the rental and other sums payable under the lease have been paid; and (d) the fact that there are no current defaults under the lease by either party except as specified in Lessee's statement. The parties intend that any statement delivered pursuant to this Section 28.1 may be relied on by any mortgagee, beneficiary, purchaser or prospective purchaser of the demised premises or any interest therein.
- 28.2. Lessee's Failure to Provide Statement: Lessee's failure to deliver such statement within such time shall be conclusive upon Lessee that (a) this lease is in full force and effect, without modification except as may be represented by the City; and that (b) there are no uncured defaults in the City's performance.
- 28.3. Estoppel Certificate From the City: Within fifteen (15) business days following any written request that Lessee may make from time to time pursuant to the request of a prospective assignee or sublessee, the City shall execute and deliver to Lessee a statement certifying: (a) the Commencement Date of the lease; (b) the fact that this lease is unmodified and in full force and effect (or, if there have been modifications hereto, that this lease is in full force and effect, as modified, and stating the date and nature of such modifications); (c) the date to which the rental and other sums payable under this lease have been paid; and (d) the fact that there are no current defaults under this lease by Lessee, except as specified in the City's statement. The parties intend that any statement delivered pursuant to this Section may be relied upon by the proposed assignee or sublessee for whom it was requested. The City's failure to deliver such statement within such time shall be conclusive upon the City that (1) this lease is in full force and effect without modification, except as represented by Lessee; and that (2) there are no uncured defaults of Lessee under the lease; provided, however, that such conclusive effect is applicable only to the failure of the City to respond after an additional five (5) working days' notice to the City and only with respect to the proposed assignee or sublessee for whom it was requested.

## 29. MISCELLANEOUS PROVISIONS:

- 29.1. Fair Meaning: The language of this lease shall be construed according to its fair meaning, and not strictly for or against either the City or Lessee.
- 29.2. Section Headings: The section headings appearing herein are for the convenience of the City and Lessee, and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this lease.
- 29.3. Void Provisions: If any provision of this lease is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this lease, and all such other provisions shall remain in full force and effect.
- 29.4. Two Constructions: It is the intention of the parties hereto that if any provision of this lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.
- 29.5. Laws of California: This lease shall be construed and enforced in accordance with the laws of the State of California.
- 29.6. City's Consent: In each instance herein where the City's, Board's, or the Department's approval or consent is required before Lessee may act, such approval or consent shall not be unreasonably withheld, unless otherwise provided.
- 29.7. Gender: The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 29.8. Time: Time shall be of the essence in complying with the terms, conditions, and provisions of this lease.
- 29.9. Integration Clause: It is understood that no alteration or variation of the terms of this lease shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement, not incorporated herein in writing, shall be binding on any of the parties hereto.
- 29.10. Force Majeure: Except as otherwise provided in this lease, whenever a day is established in this lease on which, or a period of time, including a reasonable period of time, is designated within which, either party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of strikes, lockouts, embargoes, unavailability of services, labor or materials, disruption of service or brownouts from utilities not due to action or inaction of City, wars, insurrections, rebellions, civil disorder, declaration of national emergencies, acts of God, or other causes beyond such party's reasonable control—financial inability excepted--("Force Majeure"); provided, however, that nothing contained in this Subsection 29.10 shall excuse Lessee from the prompt payment of any rental or other monetary charge required of Lessee hereunder.
- 29.11. Approvals: Any approvals required by the City under this lease shall be approvals of the Department acting as Lessor and shall not relate to, constitute a waiver or, supersede or otherwise limit or affect the governmental approvals or rights of the City as a governmental agency, including the approval of any permits required for construction or maintenance of the leased premises and the passage of any laws including those relating to zoning, land use, building and safety.

IN WITNESS WHEREOF, the parties hereto have themselves, or through their duly authorized officers, caused this lease to be executed as of the day and year herein below written.

The signature affixed hereto of the Lessee, or the authorized representative of the Lessee, certifies that Lessee has read and does understand each and every section and paragraph contained in this lease and agrees to abide by and be bound by same.

**City of Bishop**

Date \_\_\_\_\_

By \_\_\_\_\_

377 West Line Street  
Bishop, CA 93514

**LESSEE**

**DEPARTMENT OF WATER AND POWER  
OF THE CITY OF LOS ANGELES**

Date \_\_\_\_\_

By \_\_\_\_\_

**AUSTIN BEUTNER**  
General Manager

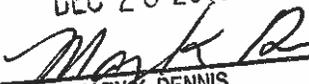
**LESSOR**

APPROVED:

\_\_\_\_\_  
Martin L. Adams  
Director of Water Operations

\_\_\_\_\_  
Date

APPROVED AS TO FORM AND LEGALITY  
CARMEN A. TRUTANICH, CITY ATTORNEY

DEC 20 2010  
BY   
MARY K. DENNIS  
DEPUTY CITY ATTORNEY

- 29.12. Conflicts in this Lease: If there are any direct conflicts between the provisions of Article I and Article II of the lease, the provisions of Article 1 shall be controlling.
- 29.13. Ordinance and Los Angeles Administrative Code (hereinafter referred to as "Code") Language Governs: Ordinance and Code Exhibits are provided as a convenience to the parties only. In the event of a discrepancy between the Exhibits and the applicable ordinance and/or code language, or amendments thereto, the language of the ordinance and/or code shall govern.
- 29.14. Amendments to Ordinances and Codes: The obligation to comply with any Ordinances and Codes, which have been incorporated into this lease by reference, shall extend to any amendments, which may be made to those Ordinances and Codes during the term of this lease.
- 29.15. Days: Unless otherwise specified, "days" shall mean calendar days.
- 29.16. Deprivation of Lessee's Rights: The City shall not be liable to Lessee for any diminution or deprivation of Lessee's rights under this lease that may result from Lessee's obligation to comply with any and all applicable laws, rules, regulations, restrictions, ordinances, statutes, and/or orders of any federal, state and/or local government authority and/or court hereunder on account of the exercise of any such authority as is provided in this Section, nor shall Lessee be entitled to terminate the whole or any portion of the lease by reason thereof.
- 30. OTHER AGREEMENTS NOT AFFECTED**: Except as specifically stated herein, this lease, and the terms, conditions, provisions and covenants hereof, shall apply only to the leased premises herein particularly described, and shall not in any way change, amend, modify, alter, enlarge, impair, or prejudice any of the rights, privileges, duties, or obligations of either of the parties hereto, under or by reason of any other agreement between said parties, except that nothing contained in such other agreement shall limit the use by Lessee of the within leased premises for the herein referred to purpose.
- 31. SUPERSEDURE**: This lease, upon becoming effective, shall supersede and annul any and all permits, leases, or rent agreements heretofore made or issued for the leased premises between Lessor and Lessee; and any such permits, leases, or rental agreements shall hereafter be void and of no effect except as to any rentals, royalties, or fees that may have accrued thereunder.
- 32. ENTIRE UNDERSTANDING**: This lease contains the entire understanding of the parties, and Lessee, by accepting the same, acknowledges that it supersedes and annuls any writings or oral discussions, statements, understandings, or representations that may have been made concerning the subject matter hereof; and that there is no other written or oral understanding between the parties in respect to the leased premises or the rights and obligations of the parties hereto. No modification, amendment, or alteration of this lease shall be valid unless it is in writing and signed by the parties hereto.

EXHIBIT A

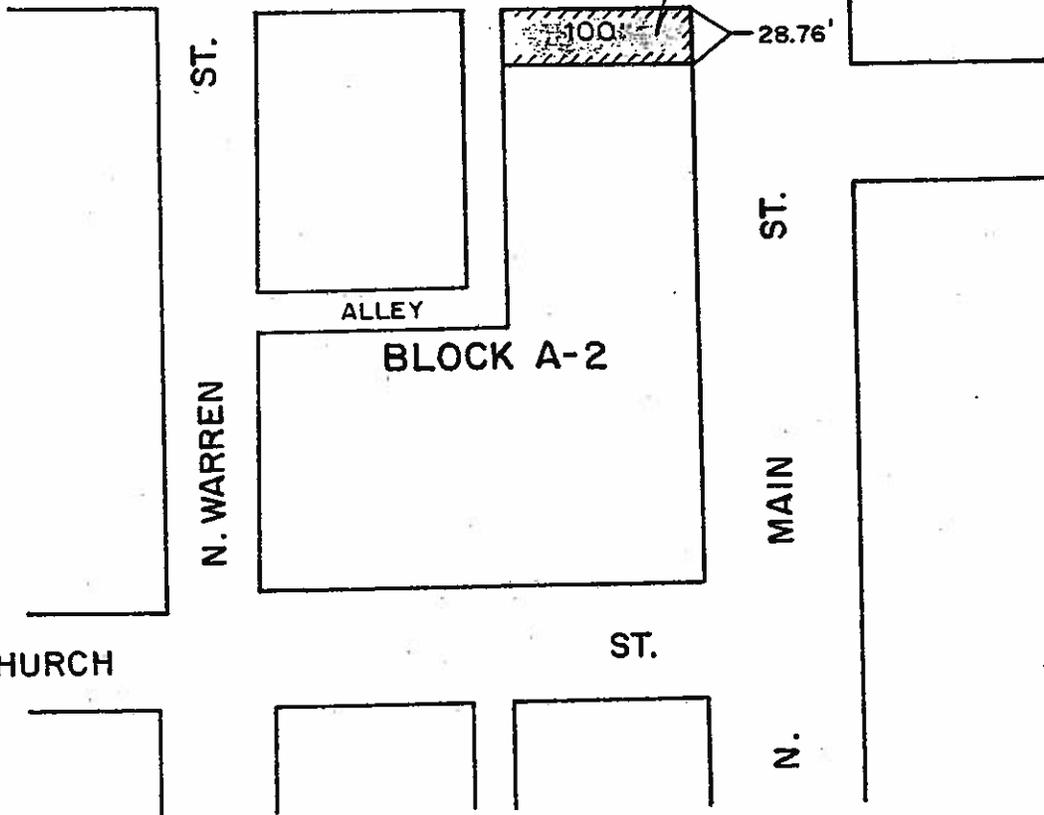
1" = 100'



ACADEMY

AVE.

LEASE AREA



CITY

OF

BISHOP

LEASED PREMISES  
0.06 Ac.

**EXHIBIT B**

**CONTRACT INSURANCE REQUIREMENTS -- DEPARTMENT OF WATER AND POWER  
For Contractors, Service Providers, Vendors, and Tenants**

Agreement/Activity/Operation:	a site for a mini park - 293 N. Main Street, Bishop -- Inyo County
Reference/Agreement:	BL-1433 City of Bishop
Term of Agreement:	five years - 1/1/2011 through 12/31/2015
Contract Administrator and Phone:	Lorenda Jamison / Bishop / Extension 30234
Buyer and Phone Number:	

Contract-required types and amounts of insurance as indicated below by checkmark are the minimum which must be maintained. All limits are Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated. Firm 30 day Notice of Cancellation required by Receipted Delivery.

**PER OCCURRENCE LIMITS**

- () **WORKERS' COMPENSATION (Stat. Limits)/Employer's Liability:** (\$1,000,000.00)
  - () Broad Form All States Endorsement
  - () Jones Act (Maritime Employment)
  - () Waiver of Subrogation
  - () Other: \_\_\_\_\_
  - () US L&H (Longshore and Harbor Workers)
  - () Outer Continental Shelf
  - () Black Lung (Coal Mine Health and Safety)
  - () Other: \_\_\_\_\_
  
- () **AUTOMOBILE LIABILITY:** (\$1,000,000.00)
  - () Owned Autos
  - () Hired Autos
  - () Contractual Liability
  - () MCS-90 (US DOT)
  - () Waiver of Subrogation
  - () Any Auto
  - () Non-Owned Auto
  - () Additional Insured
  - () Trucker's Form
  - () Other: \_\_\_\_\_
  
- () **GENERAL LIABILITY:** (\$1,000,000.00)
  - () Limit Specific to Project
  - () Per Project Aggregate
  - () Broad Form Property Damage
  - () Premises and Operations
  - () Fire Legal Liability
  - () Corporal Punishment
  - () Watercraft Liability
  - () Waiver of Subrogation
  - () Marine Contractors Liability
  - () Contractual Liability
  - () Products/Completed Ops.
  - () Garagekeepers Legal Liab.
  - () Collapse/Underground
  - () Pollution
  - () Airport Premises
  - () Other: Agg 2x per occurrence
  - () Personal Injury
  - () Independent Contractors
  - () Child Abuse/Molestation
  - () Explosion Hazard
  - () Addition Insured Status
  - () Hangarkeepers Legal Liab.
  - () Other: \_\_\_\_\_
  
- () **PROFESSIONAL LIABILITY:** ( )
  - () Contractual Liability
  - () Additional Insured
  - () Waiver of Subrogation
  - () Vicarious Liability Endt.
  - () 3 Year Discovery Tail
  - () Other: \_\_\_\_\_
  
- () **AIRCRAFT LIABILITY:** ( )
  - () Passenger Per Seat Liability
  - () Pollution
  - () Contractual Liability
  - () Additional Insured
  - () Hull Waiver of Subrogation
  - () Other: \_\_\_\_\_
  
- () **PROPERTY DAMAGE:** ( )
  - () Replacement Value
  - () All Risk Form
  - () Builder's Risk: \$ \_\_\_\_\_
  - () Transportation Floater: \$ \_\_\_\_\_
  - () Scheduled Locations/Propt.
  - () Loss Payable Status (AOIMA)
  - () Actual Cash Value
  - () Named Perils Form
  - () Boiler and Machinery
  - () Contractors Equipment: \$ \_\_\_\_\_
  - () Other: \_\_\_\_\_
  - () Agreed Amount
  - () Earthquake: \_\_\_\_\_
  - () Flood: \_\_\_\_\_
  - () Loss of Rental Income: \_\_\_\_\_
  - () Other: \_\_\_\_\_
  
- () **WATERCRAFT:** ( )
  - () Protection and Indemnity
  - () Waiver of Subrogation
  - () Pollution
  - () Other: \_\_\_\_\_
  - () Additional Insured
  - () Other: \_\_\_\_\_
  
- () **POLLUTION:** ( )
  - () Incipient/Long-Term
  - () Waiver of Subrogation
  - () Sudden and Accidental
  - () Contractor's Pollution
  - () Additional Insured
  - () Other: \_\_\_\_\_
  
- () **CRIME:** ( )
  - () Fidelity Bond
  - () Employee Dishonesty
  - () Computer Fraud
  - () Other: \_\_\_\_\_
  - () Joint Loss Payable Status
  - () Financial Institution Bond
  - () In Transit Coverage
  - () Commercial Crime
  - () Other: \_\_\_\_\_
  - () Additional Insured
  - () Loss of Monies/Securities
  - () Wire Transfer Fraud
  - () Forgery/Alteration of Docs.
  
- () **ASBESTOS LIABILITY:** ( )
  - () Additional Insured

## EXHIBIT C

### City of Los Angeles Administrative Codes and Ordinances

#### (i) **Sec. 10.8 Mandatory Provisions Pertaining to Non-discrimination in Employment in the Performance of City Contracts.**

The City of Los Angeles, in letting and awarding contracts for the provision to it or on its behalf of goods or services of any kind or nature, intends to deal only with those contractors that comply with the non-discrimination and Affirmative Action provisions of the laws of the United States of America, the State of California and the City of Los Angeles. The City and each of its awarding authorities, shall therefore require that any person, firm, corporation, partnership or combination thereof, that contracts with the City for services, materials or supplies, shall not discriminate in any of its hiring or employment practices, shall comply with all provisions pertaining to nondiscrimination in hiring and employment, and shall require Affirmative Action Programs in contracts in accordance with the provisions of this Code. The awarding authority and/or Office of Contract Compliance of the Department of Public Works shall monitor and inspect the activities of each such contractor to determine that they are in compliance with the provisions of this chapter.

Although in accordance with Section 22.359 of this Code, the Board of Public Works, Office of Contract Compliance, is responsible for the administration of the City's Contract Compliance Program, accomplishing the intent of the City in contract compliance and achieving nondiscrimination in contractor employment shall be the continuing responsibility of each awarding authority. Each awarding authority shall use only the rules, regulations and forms provided by the Office of Contract Compliance to monitor, inspect or investigate contractor compliance with the provisions of this chapter.

Each awarding authority shall provide immediate notification upon award of each contract by that awarding authority to the Office of Contract Compliance. Each awarding authority shall call upon the Office of Contract Compliance to review, evaluate and recommend on any contractual dispute or issue of noncompliance under the provisions of this chapter. The Office of Contract Compliance shall be notified by each awarding authority of any imminent announcement to bid, to allow the Office of Contract Compliance the opportunity to participate with the awarding authority in the monitoring, review, evaluation, investigation, audit and enforcement of the provisions of this chapter in accordance with the rules, regulations and forms promulgated to implement the City's Contract Compliance, Equal Employment Opportunity Program.

#### **SECTION HISTORY**

Based on Ord. No. 132,533, Eff. 7-25-66.

Amended by: Ord. No. 147,030, Eff. 4-28-75; Ord. No. 173,186, Eff. 5-22-00.

#### (ii) **Sec. 10.8.1. Definitions.**

The following definitions shall apply to the following terms used in this article:

**"Awarding Authority"** means any Board or Commission of the City of Los Angeles, or any authorized employee or officer of the City of Los Angeles, including the Purchasing Agent of the City of Los Angeles, who makes or enters into any contract or agreement for the provision of any goods or services of any kind or nature whatsoever for or on behalf of the City of Los Angeles.

**"Contract"** means any agreement, franchise, lease, or concession, including agreements for any occasional professional or technical personal services, for the performance of any work or service, the provision of any materials or supplies, or the rendition of any service to the City of Los Angeles or to the public, which is let, awarded or entered into with, or on behalf of, the City of Los Angeles or any awarding authority thereof.

**"Contractor"** means any person, firm, corporation, partnership, or any combination thereof, who submits a bid or proposal or enters into a contract with any awarding authority of the City of Los Angeles.

**"Domestic partners"** means, for purposes of this Article, any two adults, of the same or different sex, who have registered with a governmental entity pursuant to state or local law authorizing this registration or with a internal registry maintained by an employer of at least one of the domestic partners.

**"Employment Practices"** means any solicitation of, or advertisement for, employees, employment, change in grade or work assignment, assignment or change in place or location of work, layoff, suspension, or termination of employees, rate of pay or other form of compensation including vacation, sick and compensatory time, selection for training, including apprenticeship programs, any and all employee benefits and activities, promotion and upgrading, and any and all actions taken to discipline employees for infractions of work rules or employer requirements.

**"Office of Contract Compliance"** is that office of the Department of Public Works of the City of Los Angeles created by Article X of Chapter 13 of Division 22 of the Los Angeles Administrative Code.

**"Subcontractor"** means any person, firm or corporation or partnership, or any combination thereof who enters into a contract with a contractor to perform or provide a portion or part of any contract with the City.

## SECTION HISTORY

Amended by: Ord. No. 147,030, Eff. 4-28-75; "Affirmative Action," Ord. No. 164,516, Eff. 4-13-89; "Affirmative Action," Ord. No. 168,244, Eff. 10-18-92; "Domestic partners" added, Ord. No. 172,909, Eff. 1-9-00; first two definitions deleted, Ord. No. 173,186, Eff. 5-22-00; "Domestic partners," Ord. No. 175,115, Eff. 4-12-03.

### (iii) Sec. 10.8.1.1. Summary of Thresholds.

The following thresholds will be used to determine the non-discrimination and affirmative action requirements set forth in this chapter for each type of contract.

**Non-discrimination Practices** as outlined in Section 10.8.2 of this Code, apply to all contracts.

**Equal Employment Practices** as outlined in Section 10.8.3 of this Code, apply to all construction contracts of \$1,000 or more and all non-construction contracts of \$1,000 or more.

**Affirmative Action Program** as outlined in Sections 10.8.4 and 10.13 of this Code, applies to all Construction Contracts of \$5,000 or more and all non-Construction Contracts of \$100,000 or more.

## SECTION HISTORY

Added by Ord. No. 173,186, Eff. 5-22-00.

### (iv) Sec. 10.8.4. Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the **AFFIRMATIVE ACTION PROGRAM** provisions of such contract:

A. During the performance of a City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or services performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

**B.** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

**C.** As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

**D.** The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

**E.** The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

**F.** Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

**G.** In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.

**H.** Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

**I.** The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.

J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K. The contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

(1) Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

(2) A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.

M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
6. The entry of qualified women, minority and all other journeymen into the industry; and
7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of

those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.

P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.

Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

## SECTION HISTORY

Amended by Ord. No. 147,030, Eff. 4-28-75; Paragraphs A., B., C., Ord. No. 164,516, Eff. 4-13-89; Paragraphs B. and C., Ord. No. 168,244, Eff. 10-18-92; Title and Section, Ord. No. 173,186, Eff. 5-22-00; Subsec. F, Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00.

### Sec. 10.10 Child Support Assignment Orders

#### a. Definitions.

1. **Awarding Authority** means a subordinate or component entity or person of the City (such as a City department or Board of Commissioners) that has the authority to enter into a contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

2. **Contract** means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies, or the rendering of any service to the City of Los Angeles or to the public which is let, awarded or entered into with, or on behalf of, the City of Los Angeles or any awarding authority thereof.

3. **Contractor** means any person, firm, corporation, partnership or any combination thereof which submits a bid or proposal or enters into a contract with any awarding authority of the City of Los Angeles.

4. **Subcontractor** means any person, firm, corporation, partnership or any combination thereof who enters into a contract with a contractor to perform or provide a portion of any contract with the City.

5. **Principal Owner** means any person who owns an interest of 10 percent or more in a contractor or subcontractor as defined herein.

b. **Mandatory Contract Provisions.** Every contract that is let, awarded or entered into with or on behalf of the City of Los Angeles shall contain a provision obligating the contractor or subcontractor to fully comply with all applicable State and Federal employment reporting requirements for the contractor or subcontractor's employees. The contractor or subcontractor will also be required to certify that the principal owner(s) thereof are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor or subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in

accordance with California Family Code §§5230 *et seq.* and that the contractor or subcontractor will maintain such compliance throughout the term of the contract.

Failure of a contractor or subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s) to comply with any Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under the contract. Failure of the contractor or subcontractor or principal owner thereof to cure the default within 90 days of notice of such default by the City shall subject the contract to termination.

c. **Notice to Bidders.** Each awarding authority shall be responsible for giving notice of the provisions of this ordinance to those who bid on, or submit proposals for, prospective contracts with the City.

d. **Current Contractor Compliance.** Within 30 days of the operative date of this ordinance, the City, through its operating departments, shall serve upon existing contractors a written request that they and their subcontractors (if any) comply with all applicable State and Federal employment reporting requirements for the contractor and subcontractor's employees, that they certify that the principal owner(s) of the contractor and any subcontractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor and subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§5230 *et seq.* and that the contractor and subcontractor will maintain such compliance throughout the term of the contract.

e. **City's Compliance with California Family Code.** The City shall maintain its compliance with the provisions of California Family Code §§5230 *et seq.* and all other applicable law regarding its obligations as an employer to implement lawfully served Wage and Earnings Assignments and Notices of Assignment.

f. **Report of Employees Names to District Attorney.**

1. The City shall maintain its current practice of assisting the District Attorney's support enforcement activities by annually reporting to the Los Angeles County District Attorney the names of all of its employees and retirees so that the District Attorney may identify those employees and retirees subject to Wage and Earnings Assignment Orders and Notices of Assignment and may establish court orders for support, where appropriate. Should the District Attorney so request it, the City will provide such information on a more frequent basis.

2. All applicants for employment with the City of Los Angeles will be asked to acknowledge their responsibility to comply with any court-ordered support obligations and will be advised of the City's practice of assisting the District Attorney as described in the provisions of Subsection f.1., above.

## SECTION HISTORY

Added by Ord. No. 172,401, Eff.2-13-99.

*Section 1.01 ARTICLE 10*

*Section 1.02 SERVICE CONTRACTOR WORKER RETENTION*

Section

10.36 Findings and Statement of Policy.

10.36.1 Definitions.

10.36.2 Transition Employment Period.

10.36.3 Enforcement.

10.36.4 Exemption for Successor Contractor or Subcontractor's Prior Employees.

10.36.5 Coexistence with Other Available Relief for Specific Deprivations of Protected Rights.

10.36.6 Expenditures Covered by this Article.

10.36.7 Timing of Application of Ordinances Adding and Then Amending this Article.

10.36.8 Promulgation of Implementing Rules.

10.36.9 Severability.

**(i) Sec. 10.36. Findings and Statement of Policy.**

The City awards many contracts to private firms to provide services to the public and to City government. The City also provides financial assistance and funding to others for the purpose of economic development or job growth. At the conclusion of the terms of a service contract with the City or with those receiving financial assistance from the City, competition results in the awarding of a service contract to what may be a different contractor. These new contracts often involve anticipated changes in different managerial skills, new technology or techniques, new themes or presentations, or lower costs.

The City expends grant funds under programs created by the federal and state governments. Such expenditures serve to promote the goals established for those programs by such governments and similar goals of the City. The City intends that the policies underlying this article serve to guide the expenditure of such funds to the extent allowed by the laws under which such grant programs are established.

Despite desired changes through the process of entering into new contracts, it is the experience of the City that reasons for change do not necessarily include a need to replace workers presently performing services who already have useful knowledge about the workplace where the services are performed.

Incumbent workers have already invaluable knowledge and experience with the work schedules, practices, and clients. The benefits of replacing these workers without such experiences decreases efficiency and results in a disservice to City and City financed or assisted projects.

Retaining existing service workers when a change in contractors occurs reduces the likelihood of labor disputes and disruptions. The reduction of the likelihood of labor disputes and disruptions results in the assured continuity of services to citizens who receive services provided by the City or by City financed or assisted projects.

It is unacceptable that contracting decisions involving the expenditure of City funds should have any potential effect of creating unemployment and the consequential need for social services. The City, as a principal provider of social support services, has an interest in the stability of employment under contracts

with the City or by those receiving financial assistance from the City. The retention of existing workers benefits that interest.

## SECTION HISTORY

Article and Section Added by Ord. No. 170,784, Eff. 1-13-96.

Amended by: Article and Section, Ord. No. 171,004, Eff. 5-18-96.

### (ii) Sec. 10.36.1. Definitions.

The following definitions shall apply throughout this article:

(a) **"Awarding authority"** means that subordinate or component entity or person of the City (such as a department) or of the financial assistance recipient that awards or is otherwise responsible for the administration of a service contract or, if none, then the City or the City financial assistance recipient.

(b) **"City"** means the City of Los Angeles and all awarding authorities thereof, including those City departments which exercise independent control over their expenditure of funds, but excludes the Community Redevelopment Agency of the City of Los Angeles.

(c) **"City financial assistance recipient"** means any person that receives from the City in any twelve-month period discrete financial assistance for economic development or job growth expressly articulated and identified by the City totaling at least one hundred thousand dollars (\$100,000); provided, however, that corporations organized under Section §501(c)(3) of the United States Internal Revenue Code of 1954, 26 U.S.C. §501(c)(3), with annual operating budgets of less than five million dollars (\$5,000,000) or that regularly employ homeless persons, persons who are chronically unemployed, or persons receiving public assistance, shall be exempt.

Categories of such assistance include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees. Service contracts for economic development or job growth shall be deemed such assistance once the \$100,000 threshold is reached.

(d) **"Contractor"** means any person that enters into a service contract with the City or a City financial assistance recipient.

(e) **"Employee"** means any person employed as a service employee of a contractor or subcontractor earning less than fifteen dollars (\$15.00) per hour in salary or wage whose primary place of employment is in the City on or under the authority of a service contract and including but not limited to: hotel employees, restaurant, food service or banquet employees; janitorial employees; security guards; parking attendants; nonprofessional health care employees; gardeners; waste management employees; and clerical employees; and does not include a person who is (1) a managerial, supervisory, or confidential employees, or (2) required to possess an occupational license.

(f) **"Person"** means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

(g) **"Service contract"** means a contract let to a contractor by the City or a City financial assistance recipient primarily for the furnishing of services to or for the City or financial assistance recipient (as

opposed to the purchase of goods or other property) and that involves an expenditure or receipt in excess of twenty-five thousand dollars (\$25,000) and a contract term of at least three months.

(h) **"Subcontractor"** means any person not an employee that enters into a contract with a contractor to assist the contractor in performing a service contract and that employs employees for such purpose.

(i) **"Successor service contract"** means a service contract where the services to be performed are substantially similar to a service contract that has been recently terminated.

(j) **"Designated Administrative Agency (DAA)"** means the Department of Public Works, Bureau of Contract Administration who shall bear administrative responsibilities under this article.

## **SECTION HISTORY**

Added by Ord. No. 170,784, Eff. 1-13-96.

Amended by: Ord. No. 171,004, Eff. 5-18-96; Subsec. (c), Ord. No. 172,843, Eff. 11-4-99; Subsec. (j) added, Ord. No. 176,155, Eff. 9-22-04; Subsec. (j), Ord. No. 176,283, Eff. 12-25-04, Oper. 9-22-04.

### **(iii) Sec. 10.36.2. Transition Employment Period.**

(a) Where an awarding authority has given notice that a service contract has been terminated, or where a service contractor has given notice of such termination, upon receiving or giving such notice, as the case may be, the terminated contractor shall within ten (10) days thereafter provide to the successor contractor the name, address, date of hire, and employment occupation classification of each employee in employment, of itself or subcontractors, at the time of contract termination. If the terminated contractor has not learned the identity of the successor contractor, if any, by the time that notice was given of contract termination, the terminated contractor shall obtain such information from the awarding authority. If a successor service contract has not been awarded by the end of the ten (10)-day period, the employment information referred to earlier in this subsection shall be provided to the awarding authority at such time. Where a subcontract of a service contract has been terminated prior to the termination of the service contract, the terminated subcontractor shall for purposes of this article be deemed a terminated contractor.

(1) Where a service contract or contracts are being let where the same or similar services were rendered by under multiple service contracts, the City or City financial aid recipient shall pool the employees, ordered by seniority within job classification, under such prior contracts.

(2) Where the use of subcontractors has occurred under the terminated contract or where the use of subcontractors is to be permitted under the successor contract, or where both circumstances arise, the City or City financial assistance recipient shall pool, when applicable, the employees, ordered by seniority within job classification, under such prior contracts or subcontracts where required by and in accordance with rules authorized by this article.

(b) A successor contractor shall retain, for a ninety (90)-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding twelve (12) months or longer. Where pooling of employees has occurred, the successor contractor shall draw from such pools in accordance with rules established under this article. During such ninety (90)-day period, employees so hired shall be employed under the terms and conditions established by the successor contractor (or subcontractor) or as required by law.

(c) If at anytime the successor contractor determines that fewer employees are required to perform the new service contract than were required by the terminated contractor (and subcontractors, if any), the successor contractor shall retain employees by seniority within job classification.

(d) During such ninety (90)-day period, the successor contractor (or subcontractor, where applicable) shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor (or subcontractor) from which the successor contractor (or subcontractor) shall hire additional employees.

(e) Except as provided in Subsection (c) of this section, during such ninety (90)-day period the successor contractor (or subcontractor, where applicable) shall not discharge without cause an employee retained pursuant to this article. "Cause" for this purpose shall include, but not be limited to, the employee's conduct while in the employ of the terminated contractor or subcontractor that contributed to any decision to terminate the contract or subcontract for fraud or poor performance.

(f) At the end of such ninety (90)-day period, the successor contractor (or subcontractor, where applicable) shall perform a written performance evaluation for each employee retained pursuant to this article. If the employee's performance during such ninety (90)-day period is satisfactory, the successor contractor (or subcontractor) shall offer the employee continued employment under the terms and conditions established by the successor contractor (or subcontractor) or as required by law. During such ninety (90)-day period, the successor contractor shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor from which the successor contractor shall hire additional employees.

(g) If the City or a City financial assistance recipient enters into a service contract for the performance of work that prior to the service contract was performed by the City's or the recipient's own service employees, the City or the recipient, as the case may be, shall be deemed to be a "terminated contractor" within the meaning of this section and the contractor under the service contract shall be deemed to be a "successor contractor" within the meaning of this section and Section 10.36.3.

#### SECTION HISTORY

Added by Ord. No. 170,784, Eff. 1-13-96.

Amended by: Ord. No. 171,004, Eff. 5-18-96; Subsec. (g) Added, Ord. No. 172,349, Eff. 1-29-99.

#### (iv) Sec. 10.36.3. Enforcement.

(a) An employee who has been discharged in violation of this article by a successor contractor or its subcontractor may bring an action in the Municipal Court or Superior Court of the State of California, as appropriate, against the successor contractor and, where applicable, its subcontractor, and may be awarded:

(1) Back pay for each day during which the violation continues, which shall be calculated at a rate of compensation not less than the higher of:

(A) The average regular rate of pay received by the employee during the last 3 years of the employee's employment in the same occupation classification; or

(B) The final regular rate received by the employee.

(2) Costs of benefits the successor contractor would have incurred for the employee under the successor contractor's (or subcontractor's, where applicable) benefit plan.

(b) If the employee is the prevailing party in any such legal action, the court shall award reasonable attorney's fees and costs as part of the costs recoverable.

(c) Compliance with this article shall be required in all City contracts to which it applies, and such contracts shall provide that violation of this article shall entitle the City to terminate the contract and otherwise pursue legal remedies that may be available.

(d) Notwithstanding any provision of this Code or any other ordinance to the contrary, no criminal penalties shall attach for any violation of this article.

#### **SECTION HISTORY**

Added by Ord. No. 170,784, Eff. 1-13-96.

Amended by: Ord. No. 171,004, Eff. 5-18-96.

#### **(v) Sec. 10.36.4. Exemption for Successor Contractor or Subcontractor's Prior Employees.**

An awarding authority shall upon application by a contractor or subcontractor exempt from the requirements of this article a person employed by the contractor or subcontractor continuously for at least twelve (12) months prior to the commencement of the successor service contract or subcontract who is proposed to work on such contract or subcontract as an employee in a capacity similar to such prior employment, where the application demonstrates that (a) the person would otherwise be laid off work and (b) his or her retention would appear to be helpful to the contractor or subcontractor in performing the successor contract or subcontract. Once a person so exempted commences work under a service contract or subcontract, he or she shall be deemed an employee as defined in Section 10.36.1(e) of this Code.

#### **SECTION HISTORY**

Added by Ord. No. 170,784, Eff. 1-13-96.

Amended by: Ord. No. 171,004, Eff. 5-18-96.

#### **(vi) Sec. 10.36.5. Coexistence with Other Available Relief for Specific Deprivations of Protected Rights.**

This article shall not be construed to limit an employee's right to bring legal action for wrongful termination.

#### **SECTION HISTORY**

Added by Ord. No. 170,784, Eff. 1-13-96.

Amended by: Ord. No. 171,004, Eff. 5-18-96.

#### **(vii) Sec. 10.36.6. Expenditures Covered by this Article.**

This article shall apply to the expenditure, whether through service contracts let by the City or by its financial assistance recipients, of funds entirely within the City's control and to other funds, such as federal or state grant funds, where the application of this article is consonant with the laws authorizing the City to expend such other funds. City financial assistance recipients shall apply this article to the expenditure of non-City funds for service contracts to be performed in the City by complying themselves with § 10.36.2(g) and by contractually requiring their service contractors to comply with this article. Such requirement shall be imposed by the recipient until the City financial assistance has been fully expended.

#### **SECTION HISTORY**

Added by Ord. No. 171,004, Eff. 5-18-96.

Amended by: Ord. No. 172,337, Eff. 1-14-99; Ord. No. 172,843, Eff. 11-4-99.

**(viii) Sec. 10.36.7. Timing of Application of Ordinances Adding and then Amending this Article.**

The provisions of this article as set forth in City Ordinance No. 171,004 shall apply to contracts consummated and financial assistance provided after May 18, 1996 (the effective date of City Ordinance No. 171,004). As for contracts consummated and financial assistance provided after the original version of this article took effect on January 13, 1996 (by City Ordinance No. 170,784) and through May 18, 1996, the City directs its appointing authorities and urges others affected to use their best efforts to work cooperatively so as to allow application City Ordinance No. 171,004 rather than City Ordinance No. 170,784 to service contracts let during such period. No abrogation of contract or other rights created by City Ordinance No. 170,784, absent consent to do so, shall be effected by the retroactive application of City Ordinance No. 171,004.

**SECTION HISTORY**

Added by Ord. No. 170,784, Eff. 1-13-96.

Amended by: Ord. No. 171,004, Eff. 5-18-96; Ord. No. 172,337, Eff. 1-14-99.

**(ix) Sec. 10.36.8. Promulgation of Implementing Rules.**

The DAA shall promulgate rules for implementation of this article and otherwise coordinate administration of the requirements of this article.

**SECTION HISTORY**

Added by Ord. No. 171,004, Eff. 5-18-96.

Amended by: Ord. No. 176,155, Eff. 9-22-04; Ord. No. 176,283, Eff. 12-25-04, Oper. 9-22-04.

**(x) Sec. 10.36.9. Severability.**

If any severable provision or provisions of this article or any application thereof is held invalid, such invalidity shall not affect other provisions or applications of the article that can be given effect notwithstanding such invalidity.

**SECTION HISTORY**

Added by Ord. No. 171,004, Eff. 5-18-96.

*Section 1.01 ARTICLE 11*

*Section 1.02 LIVING WAGE*

Section

10.37 Legislative Findings.

10.37.1 Definitions.

10.37.2 Payment of Minimum Compensation to Employees.

10.37.3 Health Benefits.

10.37.4 Notifying Employees of Their Potential Right to the Federal Earned Income Credit.

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10.37.8 Exclusion of Service Contracts from Competitive Bidding Requirement.

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10.37.11 Timing of Application.

10.37.12 Supersession by Collective Bargaining Agreement.

10.37.13 Liberal Interpretation of Coverage; Rebuttable Presumption of Coverage.

10.37.14 Severability.

**(i) Sec. 10.37. Legislative Findings.**

The City awards many contracts to private firms to provide services to the public and to City government. Many lessees or licensees of City property perform services that affect the proprietary interests of City government in that their performance impacts the success of City operations. The City also provides financial assistance and funding to others for the purpose of economic development or job growth. The City expends grant funds under programs created by the federal and state governments. Such expenditures serve to promote the goals established for those programs by such governments and similar goals of the City. The City intends that the policies underlying this article serve to guide the expenditure of such funds to the extent allowed by the laws under which such grant programs are established.

Experience indicates that procurement by contract of services has all too often resulted in the payment by service contractors to their employees of wages at or slightly above the minimum required by federal and state minimum wage laws. Such minimal compensation tends to inhibit the quantity and quality of services rendered by such employees to the City and to the public. Underpaying employees in this way fosters high turnover, absenteeism, and lackluster performance. Conversely, adequate compensation promotes amelioration of these undesirable conditions. Through this article the City intends to require service contractors to provide a minimum level of compensation that will improve the level of services rendered to and for the City.

The inadequate compensation typically paid today also fails to provide service employees with resources sufficient to afford life in Los Angeles. It is unacceptable that contracting decisions involving the expenditure of City funds should foster conditions placing a burden on limited social services. The City, as a principal provider of social support services, has an interest in promoting an employment environment that protects such limited resources. In requiring the payment of a higher minimum level of compensation, this article benefits that interest.

Nothing less than the living wage should be paid by the recipients of City financial assistance themselves. Whether they be engaged in manufacturing or some other line of business, the City does not wish to foster an economic climate where a lesser wage is all that is offered to the working poor. The same adverse social consequences from such inadequate compensation emanate just as readily from manufacturing, for example, as service industries. This article is meant to protect these employees as well.

The City holds a proprietary interest in the work performed by many employees employed by lessees and licensees of City property and by their service contractors and subcontractors. In a very real sense, the success or failure of City operations may turn on the success or failure of these enterprises, for the City has a genuine stake in how the public perceives the services rendered for them by such businesses. Inadequate compensation of these employees adversely impacts the performance by the City's lessee or licensee and thereby does the same for the success of City operations. By the 1998 amendment to this article, recognition is given to the prominence of this interest at those facilities visited by the public on a frequent basis, including but not limited to, terminals at Los Angeles International Airport, Ports O'Call Village in San Pedro, and golf courses and recreation centers operated by the Department of Recreation and Parks. This article is meant to cover all such employees not expressly exempted.

Requiring payment of the living wage serves both proprietary and humanitarian concerns of the City. Primarily because of the latter concern and experience to date regarding the failure of some employers to honor their obligation to pay the living wage, the 1998 amendments introduce additional enforcement mechanisms to ensure compliance with this important obligation. Non-complying employers must now face the prospect of paying civil penalties, but only if they fail to cure non-compliance after having been given formal notice thereof. Where non-payment is the issue, employers who dispute determinations of non-compliance may avoid civil penalties as well by paying into a City holding account the monies in dispute. Employees should not fear retaliation, such as by losing their jobs, simply because they claim their right to the Living wage, irrespective of the accuracy of the claim. The 1998 amendments strengthen the prohibition against retaliation to serve as a critical shield against such employer misconduct.

## **SECTION HISTORY**

Article and Section Added by Ord. No. 171,547, Eff. 5-5-97.

Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99.

### **(ii) Sec. 10.37.1. Definitions.**

The following definitions shall apply throughout this article:

(a) "**Awarding authority**" means that subordinate or component entity or person of the City (such as a department) or of the financial assistance recipient that awards or is otherwise responsible for the administration of a service contract or public lease or license, or, where there is no such subordinate or component entity or person, then the City or the City financial assistance recipient.

(b) "**City**" means the City of Los Angeles and all awarding authorities thereof, including those City departments which exercise independent control over their expenditure of funds, but excludes the Community Redevelopment Agency of the City of Los Angeles ("**CRA**"). The CRA is urged, however, to adopt a policy similar to that set forth in this article.

(c) **"City financial assistance recipient"** means any person who receives from the City discrete financial assistance for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation, in accordance with the following monetary limitations. Assistance given in the amount of one million dollars (\$1,000,000) or more in any twelve-month period shall require compliance with this article for five years from the date such assistance reaches the one million dollar (\$1,000,000) threshold. For assistance in any twelve-month period totaling less than one million dollars (\$1,000,000) but at least one hundred thousand dollars (\$100,000), there shall be compliance for one year if at least one hundred thousand dollars (\$100,000) of such assistance is given in what is reasonably contemplated at the time to be on a continuing basis, with the period of compliance beginning when the accrual during such twelve-month period of such continuing assistance reaches the one-hundred thousand dollar (\$100,000) threshold.

Categories of such assistance include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

A recipient shall be exempted from application of this article if:

- (1) it is in its first year of existence, in which case the exemption shall last for one (1) year,
- (2) it employs fewer than five (5) employees for each working day in each of twenty (20) or more calendar weeks in the current or preceding calendar year, or
- (3) it obtains a waiver as provided herein.

A recipient - who employs the long-term unemployed or provides trainee positions intended to prepare employees for permanent positions, and who claims that compliance with this article would cause an economic hardship - may apply in writing to the City department or office administering such assistance, which department or office shall forward such application and its recommended action on it to the City Council. Waivers shall be effected by Council resolution.

(d) **"Contractor"** means any person that enters into:

- (1) a service contract with the City,
- (2) a service contract with a proprietary lessee or licensee or sublessee or sublicensee, or
- (3) a contract with a City financial assistance recipient to assist the recipient in performing the work for which the assistance is being given. Vendors, such as service contractors, of City financial assistance recipients shall not be regarded as contractors except to the extent provided in Subsection (f).

(e) **"Designated Administrative Agency (DAA)"** means the Department of Public Works, Bureau of Contract Administration, who shall bear administrative responsibilities under this article.

(f) **"Employee"** means any person - who is not a managerial, supervisory, or confidential employee and who is not required to possess an occupational license - who is employed

- (1) as a service employee of a contractor or subcontractor on or under the authority of one or more service contracts and who expends any of his or her time thereon, including but not limited to: hotel employees, restaurant, food service or banquet employees; janitorial employees; security guards; parking attendants; nonprofessional health care employees; gardeners; waste management employees; and clerical employees;

(2) as a service employee - of a public lessee or licensee, of a sublessee or sublicensee, or of a service contractor or subcontractor of a public lessee or licensee, or sublessee or sublicensee - who works on the leased or licensed premises;

(3) by a City financial assistance recipient who expends at least half of his or her time on the funded project; or

(4) by a service contractor or subcontractor of a City financial assistance recipient and who expends at least half of his or her time on the premises of the City financial assistance recipient directly involved with the activities funded by the City.

(g) **"Employer"** means any person who is a City financial assistance recipient, contractor, subcontractor, public lessee, public sublessee, public licensee, or public sublicensee and who is required to have a business tax registration certificate by Los Angeles Municipal Code §§ 21.00 - 21.198 or successor ordinance or, if expressly exempted by the Code from such tax, would otherwise be subject to the tax but for such exemption; provided, however, that corporations organized under §501(c)(3) of the United States Internal Revenue Code of 1954, 26 U.S.C. §501(c)(3), whose chief executive officer earns a salary which, when calculated on an hourly basis, is less than eight (8) times the lowest wage paid by the corporation, shall be exempted as to all employees other than child care workers.

(h) **"Person"** means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

(i) **"Public lease or license"**.

(a) Except as provided in (i)(b), **"Public lease or license"** means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:

(1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or

(2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or

(3) The DAA has determined in writing that coverage would further the proprietary interests of the City.

(b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:

(1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;

(2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;

(3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;

(4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;

(5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);

(6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;

(7) Public leases and licenses shall be deemed to include public subleases and sublicenses;

(8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

(j) **"Service contract"** means a contract let to a contractor by the City primarily for the furnishing of services to or for the City (as opposed to the purchase of goods or other property or the leasing or renting of property) and that involves an expenditure in excess of twenty-five thousand dollars (\$25,000) and a contract term of at least three (3) months; but only where any of the following applies:

(1) at least some of the services rendered are rendered by employees whose work site is on property owned by the City,

(2) the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources, or

(3) the DAA has determined in writing that coverage would further the proprietary interests of the City.

(k) **"Subcontractor"** means any person not an employee that enters into a contract (and that employs employees for such purpose) with

(1) a contractor or subcontractor to assist the contractor in performing a service contract or

(2) a contractor or subcontractor of a proprietary lessee or licensee or sublessee or sublicensee to perform or assist in performing services on the leased or licensed premises. Vendors, such as service contractors or subcontractors, of City financial assistance recipients shall not be regarded as subcontractors except to the extent provided in Subsection (f).

(l) **"Willful violation"** means that the employer knew of his, her, or its obligations under this article and deliberately failed or refused to comply with its provisions.

## **SECTION HISTORY**

Added by Ord. No. 171,547, Eff. 5-5-97.

Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Subsec. (e), Ord. No. 176,155, Eff. 9-22-04; Subsec. (e), Ord. No. 176,283, Eff. 12-25-04, Oper. 9-22-04.

### **(iii) Sec. 10.37.2. Payment of Minimum Compensation to Employees.**

(a) **Wages.** Employers shall pay employees a wage of no less than the hourly rates set under the authority of this article. The initial rates were seven dollars and twenty-five cents (\$7.25) per hour with health benefits, as described in this article, or otherwise eight dollars and fifty cents (\$8.50) per hour. With the annual adjustment effective July 1, 1998, such rates were adjusted to seven dollars and thirty-nine cents (\$7.39) per hour with health benefits and eight dollars and sixty-four cents (\$8.64) without. Such rates shall continue to be adjusted annually to correspond with adjustments, if any, to retirement benefits paid to members of the Los Angeles City Employees Retirement System ("LACERS"), made by the CERS Board of Administration under § 4.1040. The Office of Administrative and Research Services shall so advise the DAA of any such change by June 1 of each year and of the required new hourly rates,

if any. On the basis of such report the DAA shall publish a bulletin announcing the adjusted rates, which shall take effect upon such publication.

(b) **Compensated Days Off.** Employers shall provide at least twelve (12) compensated days off per year for sick leave, vacation, or personal necessity at the employee's request. Employers shall also permit employees to take at least an additional ten (10) days a year of uncompensated time to be used for sick leave for the illness of the employee or a member of his or her immediate family where the employee has exhausted his or her compensated days off for that year.

#### **SECTION HISTORY**

Added by Ord. No. 171,547, Eff. 5-5-97.

Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Subsec (a), Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00.

#### **(iv) Sec. 10.37.3. Health Benefits.**

Health benefits required by this article shall consist of the payment of at least one dollar and twenty-five cents (\$1.25) per hour towards the provision of health care benefits for employees and their dependents. Proof of the provision of such benefits must be submitted to the awarding authority to qualify for the wage rate in Section 10.37.2(a) for employees with health benefits.

#### **SECTION HISTORY**

Added by Ord. No. 171,547, Eff. 5-5-97.

Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99.

#### **(v) Sec. 10.37.4. Notifying Employees of their Potential Right to the Federal Earned Income Credit.**

Employers shall inform employees making less than twelve dollars (\$12) per hour of their possible right to the federal Earned Income Credit ("EIC") under Section 32 of the Internal Revenue Code of 1954, 26 U.S.C. Section 32, and shall make available to employees forms informing them about the EIC and forms required to secure advance EIC payments from the employer.

#### **SECTION HISTORY**

Added by Ord. No. 171,547, Eff. 5-5-97.

Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99.

#### **(vi) Sec. 10.37.5. Retaliation Prohibited.**

Neither an employer, as defined in this article, nor any other person employing individuals shall discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with this article, for opposing any practice proscribed by this article, for participating in proceedings related to this article, for seeking to enforce his or her rights under this article by any lawful means, or for otherwise asserting rights under this article.

#### **SECTION HISTORY**

Added by Ord. No. 171,547, Eff. 5-5-97.

Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99.

**(vii) Sec. 10.37.6. Enforcement.**

(a) An employee claiming violation of this article may bring an action in the Municipal Court or Superior Court of the State of California, as appropriate, against an employer and may be awarded:

(1) For failure to pay wages required by this article - back pay for each day during which the violation continued.

(2) For failure to pay medical benefits - the differential between the wage required by this article without benefits and such wage with benefits, less amounts paid, if any, toward medical benefits.

(3) For retaliation - reinstatement, back pay, or other equitable relief the court may deem appropriate.

(4) For willful violations, the amount of monies to be paid under (1) - (3) shall be trebled.

(b) The court shall award reasonable attorney's fees and costs to an employee who prevails in any such enforcement action and to an employer who so prevails if the employee's suit was frivolous.

(c) Compliance with this article shall be required in all City contracts to which it applies, and such contracts shall provide that violation of this article shall constitute a material breach thereof and entitle the City to terminate the contract and otherwise pursue legal remedies that may be available. Such contracts shall also include a pledge that there shall be compliance with federal law proscribing retaliation for union organizing.

(d) An employee claiming violation of this article may report such claimed violation to the DAA which shall investigate such complaint. Whether based upon such a complaint or otherwise, where the DAA has determined that an employer has violated this article, the DAA shall issue a written notice to the employer that the violation is to be corrected within ten (10) days. In the event that the employer has not demonstrated to the DAA within such period that it has cured such violation, the DAA may then:

(1) Request the awarding authority to declare a material breach of the service contract, public lease or license, or financial assistance agreement and exercise its contractual remedies thereunder, which are to include, but not be limited to, termination of the service contract, public lease or license, or financial assistance agreement and the return of monies paid by the City for services not yet rendered.

(2) Request the City Council to debar the employer from future City contracts, leases, and licenses for three (3) years or until all penalties and restitution have been fully paid, whichever occurs last. Such debarment shall be to the extent permitted by, and under whatever procedures may be required by, law.

(3) Request the City Attorney to bring a civil action against the employer seeking:

(i) Where applicable, payment of all unpaid wages or health premiums prescribed by this article; and/or

(ii) A fine payable to the City in the amount of up to one hundred dollars (\$100) for each violation for each day the violation remains uncured.

Where the alleged violation concerns non-payment of wages or health premiums, the employer will not be subject to debarment or civil penalties if it pays the monies in dispute into a holding account maintained by the City for such purpose. Such disputed monies shall be presented to a neutral arbitrator for binding arbitration. The arbitrator shall determine whether such monies shall be disbursed, in whole or in part, to the employer or to the employees in question. Regulations promulgated by the DAA shall establish the framework and procedures of such arbitration process. The cost of arbitration shall be borne by the City, unless the arbitrator determines that the employer's position in the matter is frivolous, in which event the arbitrator shall assess the employer for the full cost of the arbitration. Interest earned by the City on monies held in the holding account shall be added to the principal sum deposited, and the

monies shall be disbursed in accordance with the arbitration award. A service charge for the cost of account maintenance and service may be deducted therefrom.

(e) Notwithstanding any provision of this Code or any other ordinance to the contrary, no criminal penalties shall attach for violation of this article.

#### **SECTION HISTORY**

Added by Ord. No. 171,547, Eff. 5-5-97.

Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Subsec. (d), Para. (1), Ord. No. 173,747, Eff. 2-24-01.

#### **(viii) Sec. 10.37.7. Administration.**

The City Council shall by resolution designate a department or office, which shall promulgate rules for implementation of this article and otherwise coordinate administration of the requirements of this article ("**designated administrative agency**" - DAA). The DAA shall monitor compliance, including the investigation of claimed violations, and shall promulgate implementing regulations consistent with this article. The DAA shall also issue determinations that persons are City financial assistance recipients, that particular contracts shall be regarded as "**service contracts**" for purposes of Section 10.37.1(j), and that particular leases and licenses shall be regarded as "**public leases**" or "**public licenses**" for purposes of Section 10.37.1(i), when it receives an application for a determination of non-coverage or exemption as provided for in Section 10.37.13. The DAA shall also establish employer reporting requirements on employee compensation and on notification about and usage of the federal Earned Income Credit referred to in Section 10.37.4. The DAA shall report on compliance to the City Council no less frequently than annually.

During the first, third, and seventh years of this article's operation since May 5, 1997, and every third year thereafter, the Office of Administrative and Research Services and the Chief Legislative Analyst shall conduct or commission an evaluation of this article's operation and effects. The evaluation shall specifically address at least the following matters:

- (a) how extensively affected employers are complying with the article;
- (b) how the article is affecting the workforce composition of affected employers;
- (c) how the article is affecting productivity and service quality of affected employers;
- (d) how the additional costs of the article have been distributed among workers, their employers, and the City. Within ninety days of the adoption of this article, these offices shall develop detailed plans for evaluation, including a determination of what current and future data will be needed for effective evaluation.

#### **SECTION HISTORY**

Added by Ord. No. 171,547, Eff. 5-5-97.

Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; Ord. No. 173,747, Eff. 2-24-01.

#### **(ix) Sec. 10.37.8. Exclusion of Service Contracts from Competitive Bidding Requirement.**

Service contracts otherwise subject to competitive bid shall be let by competitive bid if they involve the expenditure of at least two-million dollars (\$2,000,000). Charter Section 372 shall not be applicable to service contracts.

## SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.

Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00.

### (x) **Sec. 10.37.9. Coexistence with Other Available Relief for Specific Deprivations of Protected Rights.**

This article shall not be construed to limit an employee's right to bring legal action for violation of other minimum compensation laws.

## SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.

Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99.

### (xi) **Sec. 10.37.10. Expenditures Covered.**

This article shall apply to the expenditure - whether through aid to City financial assistance recipients, service contracts let by the City, or service contracts let by its financial assistance recipients - of funds entirely within the City's control and to other funds, such as federal or state grant funds, where the application of this article is consonant with the laws authorizing the City to expend such other funds.

## SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.

Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99.

### (xii) **Sec. 10.37.11. Timing of Application.**

(a) **Original 1997 Ordinance.** The provisions of this article as enacted by City Ordinance No.171,547, effective May 5, 1997, shall apply to

- (1) contracts consummated and financial assistance provided after such date,
- (2) contract amendments consummated after such date and before the effective date of the 1998 ordinance which themselves met the requirements of former Section 10.37.1(h) (definition of "service contract") or which extended contract duration, and
- (3) supplemental financial assistance provided after May 5, 1997 and before the effective date of the 1998 ordinance which itself met the requirements of Section 10.37.1(c).

(b) **1998 Amendment.** The provisions of this article as amended by the 1998 ordinance shall apply to

- (1) service contracts, public leases or licenses, and financial assistance agreements consummated after the effective date of such ordinance and
- (2) amendments, consummated after the effective date of such ordinance, to service contracts, public leases or licenses, and financial assistance agreements that provide additional monies or which extend term.

(c) **2000 amendment.** The provisions of this article as amended by the 2000 ordinance shall apply to

(1) service contracts, public leases or public licenses and City financial assistance recipient agreements consummated after the effective date of such ordinance and

(2) amendments to service contracts, public leases or licenses and City financial assistance recipient agreements which are consummated after the effective date of such ordinance and which provide additional monies or which extend the term.

#### **SECTION HISTORY**

Added by Ord. No. 171,547, Eff. 5-5-97.

Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Subsec. (b), Subsec. (c) Added, Ord. No. 173,747, Eff. 2-24-01.

#### **(xiii) Sec. 10.37.12. Supersession by Collective Bargaining Agreement.**

Parties subject to this article may by collective bargaining agreement provide that such agreement shall supersede the requirements of this article.

#### **SECTION HISTORY**

Added by Ord. No. 171,547, Eff. 5-5-97.

Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99.

#### **(xiv) Sec. 10.37.13. Liberal Interpretation of Coverage; Rebuttable Presumption of Coverage.**

The definitions of "City financial assistance recipient" in Section 10.37.1(c), of "public lease or license" in Section 10.37.1(i), and of "service contract" in Section 10.37.1(j) shall be liberally interpreted so as to further the policy objectives of this article. All recipients of City financial assistance meeting the monetary thresholds of Section 10.37.1(c), all City leases and licenses (including subleases and sublicenses) where the City is the lessor or licensor, and all City contracts providing for services that are more than incidental, shall be presumed to meet the corresponding definition just mentioned, subject, however, to a determination by the DAA of non-coverage or exemption on any basis allowed by this article, including, but not limited to, non-coverage for failure to satisfy such definition. The DAA shall by regulation establish procedures for informing persons engaging in such transactions with the City of their opportunity to apply for a determination of non-coverage or exemption and procedures for making determinations on such applications.

#### **SECTION HISTORY**

Added by Ord. No. 172,336, Eff. 1-14-99.

Amended by: Ord. No. 173,747, Eff. 2-24-01.

#### **(xv) Sec. 10.37.14. Severability.**

If any provision of this article is declared legally invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

#### **SECTION HISTORY**

Added by Ord. No. 172,336, Eff. 1-14-99.

TO: CITY COUNCIL

FROM: JAMES M. SOUTHWORTH, CITY ADMINISTRATOR 

SUBJECT: REQUEST TO APPLY FOR GRANTS – COMMUNITY SERVICES DEPARTMENT

DATE: JANUARY 24, 2011

**BACKGROUND/SUMMARY:**

Attachment: Memo from the Assistant City Administrator/Community Services Director

As indicated by the Community Services Director, he is requesting permission to pursue grant funding through First 5 of Inyo County for Child Health, Child Development, Quality Care/Early Childhood Education Program, and Family Functioning to fund programs including swimming lessons for children and their parents.

**RECOMMENDATION:**

Consider approval to seek grant funding for Community Services Department programs.

## MEMORANDUM

**TO:** James M. Southworth, City Administrator

**FROM:** Keith Caldwell, Assistant City Administrator / Community Services Director *KSC*

**DATE:** January 18, 2011

**SUBJECT:** Request to Apply for Grant Funding – First 5 Commission, Inyo County.

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The First 5 Commission of Inyo County is requesting Special Grant Proposals for services from February 1, 2011 to June 30, 2011 for qualified local organizations for projects ranging from \$5,000.00 to \$50,000.00.

Plans would link one or more critical goal areas. The Community Services Department wishes to apply for grants in the areas of Child Health - Nutrition and Fitness Needs, Child Development –Quality Care/ Early Child Hood Education Programs, and Family Functioning – Increased Support for Community Based Organizations to meet basic needs.

Specific programs to include swim lessons for children and their parents as well as, music and movement classes.

Recommendations;

Request City Council to allow staff to pursue grant funding – First 5 Inyo County.

TO: CITY COUNCIL

FROM: JAMES M. SOUTHWORTH, CITY ADMINISTRATOR 

SUBJECT: **BUDGET ADJUSTMENT/TRANSFER FY 2010-2011**

DATE: JANUARY 24, 2011

Attachment: Finance Department Memorandum

**BACKGROUND/SUMMARY:**

Attached is a Budget Adjustment/Transfers Report for Fiscal Year 2010-2011 through December 31, 2010 from Cheryl Solesbee, Accounting Secretary. Action to approve the transactions will bring the listed accounts into reconciliation with expenditures for that period.

**RECOMMENDATION:**

Consideration of approving the budget adjustments/transfer for Fiscal Year 2010-2011 through December 31, 2010 as presented.

TO: City Council/City Administrator  
 FROM: Cheryl Solesbee, Accounting Secretary  
 DATE: January 24, 2011  
 SUBJECT: Budget Adjustments/Transfers

The following are budget adjustments and transfers which would bring the listed accounts into reconciliation with expenditures through December 31, 2010.

**BUDGET ADJUSTMENT AS FOLLOWS:**

*From Unbudgeted Reserves*

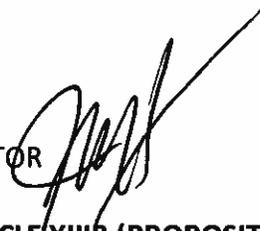
FUND	AMOUNT	TO FUND/DEPT	AMOUNT
General Fund	\$ 3,962	City Council	
		001-010-52015	\$ 2,500
		Prof/tech Svcs	
		Note:The Retail Coach Exp	
		Police Dept	
		001-020-51001	\$ 962
		Full-time Salaries	
		Note:Reimb from State Fund W/C	
		Legal Services	
		001-014-55040	\$ 500
		Litigation Services	
<u>From</u>		<u>To</u>	
<u>Department Line Item</u>		<u>Department Line Item</u>	
City Council			
001-010-52018	\$ 500	001-010-52015	\$ 500
Spec Dept Supplies		Prof Tech Services	
Finance			
001-012-52009	\$ 500	001-012-55024	\$ 500
Retire Health Ins		Rentals-Refunds	
Bldgs & Grounds			
001-016-52015	\$ 1,000	001-016-52013	\$ 1,000
Prof/tech services		Communications	
Fire			
001-021-51010	\$ 3,500	001-021-51007	\$ 2,500
Workers Compensation		Health Insurance	

**From**  
**Department Line Item**

**To**  
**Department Line Item**

			001-021-51041	\$	500
			Fireman Life Ins		
			Fire Dept		
			001-021-52015	\$	500
			Prof Tech Services		
Streets					
001-023-51009	\$	1,500	001-023-51004	\$	1,500
PERS			Overtime		
Sewer Fund					
002-051-51009	\$	500	002-051-51004	\$	500
PERS			Overtime		

TO: CITY COUNCIL

FROM: JAMES M. SOUTHWORTH, CITY ADMINISTRATOR 

SUBJECT: **2009-2010 CALIFORNIA CONSTITUTION ARTICLE XIII B (PROPOSITION 4)  
APPROPRIATIONS LIMIT AND CALCULATIONS**

DATE: JANUARY 24, 2011

**BACKGROUND/SUMMARY:**

The analysis and calculations to determine the City of Bishop's appropriations limits pursuant to Article XIII B of the California Constitution have been completed by an independent auditor and are provided for Council review.

The procedure for public review and adoption of proposed 2009-2010 Appropriations Limit and Calculations is listed below. The report will be available for public review and comment at City Hall and the Bishop Public Library from January 28, 2011 – February 28, 2011.

Staff is recommending a public hearing be set for February 28, 2011.

**RECOMMENDATION:**

Set the following schedule for review and adoption of the 2009-2010 Proposition 4 Appropriations Limit:

1. Give immediate notice of the initial public review period of January 28 – February 28, 2011.
2. Set a public hearing date of February 28, 2011.
3. Set February 28, 2011 as the scheduled date for final adoption.

TO: CITY COUNCIL

FROM: JAMES M. SOUTHWORTH, CITY ADMINISTRATOR 

SUBJECT: CITY OF BISHOP FINANCIAL STATEMENT/AUDITS FY 2009-2010

DATE: JANUARY 24, 2011

Reports under separate cover: Financial Statements/Audit for FY 2009-2010  
Sunrise Mobile Home Park Final Audit FY 2009-2010  
Redevelopment Agency Final Audit FY 2009-2010

**BACKGROUND/SUMMARY:**

Please find enclosed the City of Bishop final audits for Fiscal Year 2009-2010. This year, as in the past, was a continued transitional year for our City. The transition was facilitated by new federal mandates relating to public agency financial reporting. Our accounting and computer systems are continually modified to be compatible with the new accounting requirements.

The independent audits presented to you this evening confirm the City's compliance with the new mandates and also confirm the fact that our budgets and financial documents are in conformance with the federal and generally accepted principles of public accounting.

We also have independent confirmation that the City of Bishop has procedures in place to insure the public assets which we are charged with protecting. Recommendations made in the schedule of findings relating to the Sunrise Mobile Home Park Audit have been addressed by staff.

I would like to thank the entire City staff for their dedicated work but especially acknowledge the outstanding work of Cheryl Solesbee, Accounting Secretary/Budget Manager, who is charged with managing our budgets and financial records.

**RECOMMENDATION:**

Review the various financial documents and consider action to be taken separately on the following agenda items:

- AGENDA ITEM NO. 13 – Accept the City of Bishop Financial Statement/Audit for FY 2009-2010.
- AGENDA ITEM NO. 14 – Accept the City of Bishop Sunrise Mobile Home Park Final Audit for 2009-2010.
- AGENDA ITEM NO. 15 – As the City is the sole-funding source for the Redevelopment Agency, action is requested to accept the City of Bishop Redevelopment Agency Final Audit for FY 2009-2010.

**SUNRISE MOBILE HOME PARK  
FINAL AUDIT FISCAL YEAR 2009-2010**

REFER TO ACTION RECOMMENDED IN  
STAFF MEMO UNDER AGENDA ITEM  
NO. 14

**REDEVELOPMENT AGENCY  
FINAL AUDIT FISCAL YEAR 2009-2010**

**REFER TO ACTION RECOMMENDED IN  
STAFF MEMO UNDER AGENDA ITEM  
NO. 15**

**CITY OF BISHOP**

**AGENDA**

**BISHOP REDEVELOPMENT AGENCY – Monday, January 24, 2011**

Held in conjunction with the Bishop City Council Meeting  
301 West Line Street, Bishop, California 93514

**NOTICE TO THE PUBLIC**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (760) 873-5863. Notification 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).

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.

**ROLL CALL**

**PUBLIC COMMENT**

**NOTICE TO THE PUBLIC.** This time is set aside to receive public comment on matters not calendared on the Agenda.

**CONSENT CALENDAR  
(1)**

**NOTICE TO PUBLIC:** All matters under the Consent Calendar are considered routine by the Agency and will be acted on by one motion.

**FOR APPROVAL AND FILING**

Minutes (a) Minutes – 2/22/10

**NEW BUSINESS**

(2) City of Bishop Redevelopment Agency – Final Audit Fiscal Year 2009-2010

**ADJOURNMENT**

R(1)

CITY OF BISHOP  
REDEVELOPMENT AGENCY MINUTES  
February 22, 2010

CALL TO ORDER President Cullen called the meeting to order at 10:20 p.m.

MEMBERS PRESENT Smith, Dishion, Stottlemyre, Griffiths, Cullen

MEMBERS ABSENT None

OTHERS PRESENT Richard F. Pucci, Executive Director  
Denise Gillespie, Assistant City Clerk  
Peter Tracy, City Attorney

PUBLIC COMMENT There was no public comment.

CONSENT CALENDAR A motion was made by Member Griffiths to approve the  
Consent Calendar as presented:  
(1)  
Motion/Griffiths FOR APPROVAL AND FILING:  
(a) Minutes – 7/13/09  
Motion carried by a 5-0 vote.

NEW BUSINESS

REDEVELOPMENT AGENCY President Cullen moved to accept the Final Audit for  
FINAL AUDIT FY 2008-2009 Fiscal Year 2008-2009.  
(2)  
Motion/Cullen The motion carried by a 5-0 vote.

ADJOURNMENT President Cullen adjourned the meeting at 10:23 p.m.

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SUSAN CULLEN, PRESIDENT

ATTEST: Richard F. Pucci, Executive Director

By: \_\_\_\_\_  
Denise Gillespie, Assistant City Clerk

R(2)

TO: Agency Members  
FROM: Executive Director *JMS(dg)*  
SUBJECT: REDEVELOPMENT FINAL AUDIT – FY 2009-2010  
DATE: January 24, 2011

Please find enclosed the 2009-2010 audit for the Bishop Redevelopment Agency. The audit is brought to the Agency for approval.

RECOMMENDATION:

Review the audit for approval and filing.

COUNCIL – AUDIT SEPARATE INSERT.

DEPARTMENT HEADS AND MEDIA –  
COPY AVAILABLE UPON REQUEST  
FROM ADMINISTRATION.