

*"SMALL TOWN WITH A BIG BACKYARD"*



# **COUNCIL AGENDA PACKET**

## **DECEMBER 9, 2013**



# CITY OF BISHOP

## CITY COUNCIL MEETING AGENDA

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

### NOTICES 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. (28CFR 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. Government Code § 54957.5(b)(1). Copies will also be provided at the appropriate meeting.

Members of the public desiring to speak on a matter appearing on the agenda should ask the Mayor for the opportunity to be heard when the item comes up for Council consideration. NOTE: Comments for all agenda items are limited to a speaking time of three minutes.

**MONDAY, DECEMBER 9, 2013**  
**7:00 P.M.**

### 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. When recognized by the Mayor, please state your name and address for the record and please limit your comments to three minutes. Under California law the City Council is prohibited from generally discussing or taking action on items not included in the agenda; however, the City Council may briefly respond to comments or questions from members of the public. Therefore, the City Council will listen to all public comment but will not generally discuss the matter or take action on it.

### PRESENTATIONS

(1) Presentation of Quarterly Citizen Award to the Volunteers of the Hospice of the Owens Valley

### DEPARTMENT HEAD REPORTS

Updates on department activities will be given by the Department Heads

- A. Fire Chief Ray Seguire
- B. Police Chief Chris Carter
- C. Public Works Director/City Engineer Dave Grah
- D. City Administrator/Community Services Director Keith Caldwell

**CHAMBER OF COMMERCE & VISITORS BUREAU UPDATE** – Executive Director Tawni Thomson

**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.

(2)

#### FOR APPROVAL/FILING

Minutes

- (a) Study Session – November 12, 2013
- (b) Council Meeting – November 12, 2013
- (c) Council Budget Workshop 5 – November 14, 2013

FOR INFORMATION/FILING  
Record/Agreement  
Reports

- (d) Statement of Fund Transactions for Sunrise Mobile Home Park (SMHP) – 7/1/13-11/22/13
- (e) Warrant Register – November 2013
- (f) Broker of Record Designation and Business Associate Agreement with Keenan & Associates
- (g) Fire Activity Log – November 2013

**NEW BUSINESS**

- (3) APPROVE NOTICE OF PUBLIC HEARING AND PROPOSED WATER AND SEWER FEES - Council consideration to approve the public hearing notice and proposed water and sewer fees – Public Works.
- (4) ADVERTISE FOR REQUEST FOR PROPOSALS FOR CITY OF BISHOP GENERAL PLAN – UPDATE ECONOMIC DEVELOPMENT ELEMENT – Consideration to approve the advertisement for Requests for Proposals for the City of Bishop General Plan – Update Economic Development Element - Planning.
- (5) TERMINATE DISPATCH SERVICES FOR SYMONS EMERGENCY SPECIALTIES – Council consideration to terminate dispatch services for Symons Emergency Specialties - Police.
- (6) ADVERTISE FOR REQUESTS FOR PROPOSALS FOR CITY ATTORNEY - Consideration to approve the advertisement for Requests for Proposals for City Attorney – Administration.
- (7) CANCELLATION OF COUNCIL MEETING – Consideration to cancel the Study Session and regular Council Meeting scheduled on December 23, 2013 – Administration.

**REORGANIZATION**

- (8) Selection of Mayor and Mayor Pro Tem (City Administrator/City Clerk will conduct the election for Mayor. After the selection of Mayor, the newly elected Mayor will conduct the selection of Mayor Pro Tem).
- (9) Review and approval of Mayoral Committee Appointments.

**COUNCIL AND COMMITTEE REPORTS**

**ADJOURNMENT**

Wednesday, December 11, 2013 - 3:00 p.m. Budget Workshop 6 – Executive Conference Room  
TENTATIVE - Monday, December 23, 2013- 4:00 p.m. Study Session/7:00 p.m. Regular Meeting–Council Chambers  
Monday, January 13, 2014 - 4:00 p.m. Study Session/7:00 p.m. Regular Meeting–Council Chambers  
Monday, January 27, 2014 - 4:00 p.m. Study Session/7:00 p.m. Regular Meeting–Council Chambers  
Monday, February 10, 2014 – 4:00 p.m. Study Session/7:00 p.m. Regular Meeting–Council Chambers  
Monday, February 24, 2014 - 4:00 p.m. Study Session/7:00 p.m. Regular Meeting–Council Chambers



# CITY OF BISHOP STUDY SESSION AGENDA

Council Chambers - 301 West Line Street - Bishop, California

## NOTICES TO THE PUBLIC

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**MONDAY, DECEMBER 9, 2013**

**4:00 p.m.**

## CALL TO ORDER

## ROLL CALL

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

## SCHEDULED DISCUSSION

1. Home Street Middle School Ski Program – Pat Twomey
2. Current 7:00 p.m. agenda items
3. Future agenda items
4. Department Head Reports

## DISCUSSION

1. Councilmember David Stottlemire
2. Councilmember Pat Gardner
3. Councilmember Keith Glidewell
4. Mayor Pro Tem Jim Ellis
5. Mayor Laura Smith

## CLOSED SESSION

1. PUBLIC EMPLOYEE RELEASE

## REPORT ON CLOSED SESSION AS REQUIRED BY LAW

ADJOURNMENT – To City Council meeting scheduled at 7:00 p.m. in the City Council Chambers.

# AGENDA PLANNING FOR UPCOMING MEETINGS

DECEMBER 9, 2013  
STUDY SESSION  
DISCUSSION ITEM # 3

## WEDNESDAY - DECEMBER 11, 2013 MEETING

3:00 PM – 6:00 PM – Executive Conference Room

- Budget Workshop 6

## MONDAY – DECEMBER 23, 2013 MEETINGS

TYPICALLY CANCELLED

4:00 PM

- 

7:00 PM

- 

## MONDAY - JANUARY 13, 2014 MEETINGS

4:00 PM

- CLOSED SESSION: Public Employee Evaluation – City Administrator

7:00 PM

- Northern Inyo Hospital Quarterly Update – (Angie Aukee and/or Cheryl Underhill)
- Discuss potential Court Building in Bishop – Administrative Office of the Courts
- Consideration to appoint Planning Commissioners to fill vacancies due to resignation and end of term – Council/Administration
- Consideration to approve the purchase of new tablets/workbooks for City Council
- Consideration to approve the release of a Storm Water RFP – Public Works
- Resolution 13-11 to establish support for Senate Bill 405 (Padilla) to phase out single-use plastic bags in California - Council

## MONDAY - JANUARY 27, 2014 MEETINGS

4:00 PM

- 

7:00 PM

- Chamber of Commerce & Visitors Bureau Update - (Tawni Thomson)
- Update from Inyo County District 2 Supervisor – (Jeff Griffiths)
- Final Budget FY 2013-2014 – TENTATIVE
- Financial Statement for FY 2012-2013 - TENTATIVE
- Prop 4 – June 30, 2013 - TENTATIVE
- Sunrise Mobile Home Park Financial Statement – June 30, 2013 - TENTATIVE

12/2/2013 12:28 PM

## **MONDAY – FEBRUARY 10, 2014 MEETINGS**

### **4:00 PM**

- Selection of Quarterly Citizen Award to be presented March 10

### **7:00 PM**

- Public Hearing – water and sewer rates – Public Works
- Public Hearing – Prop 4
- Adoption – Prop 4

## **MONDAY – FEBRUARY 24, 2014 MEETINGS**

### **4:00 PM**

- 

### **7:00 PM**

- Chamber of Commerce & Visitors Bureau Update - (Tawni Thomson)
- Update from Inyo County District 2 Supervisor – (Jeff Griffiths)

## **MONDAY – MARCH 10, 2014 MEETINGS**

### **4:00 PM**

- 

### **7:00 PM**

- Presentation of Quarterly Citizen Award
- Miss City of Bishop and Miss Teen City of Bishop Quarterly Report

## **MONDAY – MARCH 24, 2014 MEETINGS**

### **4:00 PM**

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### **7:00 PM**

- Chamber of Commerce & Visitors Bureau Update - (Tawni Thomson)
- Update from Inyo County District 2 Supervisor – (Jeff Griffiths)

## **MONDAY – APRIL 14, 2014 MEETINGS**

### **4:00 PM**

- 

### **7:00 PM**

- Northern Inyo Hospital Quarterly Update – (Angie Aukee and/or Cheryl Underhill)
- Public Hearing – Fees and Charges for City Services FY 2014-2015

## **MONDAY – APRIL 28, 2014 MEETINGS**

### **4:00 PM**

- 

### **7:00 PM**

- Chamber of Commerce & Visitors Bureau Update - (Tawni Thomson)

- Update from Inyo County District 2 Supervisor – (Jeff Griffiths)
- Resolution adopting Fees and Charges for City Services FY 2014-2015

### **MONDAY – MAY 12, 2014 MEETINGS**

#### **4:00 PM**

- Selection of Quarterly Citizen Award to be presented June 9

#### **7:00 PM**

- Chamber of Commerce & Visitors Bureau Update

### **TUESDAY – MAY 27, 2014 MEETINGS**

#### **4:00 PM**

- 

#### **7:00 PM**

- Chamber of Commerce & Visitors Bureau Update - (Tawni Thomson)
- Update from Inyo County District 2 Supervisor – (Jeff Griffiths)

### **MONDAY – JUNE 9, 2014 MEETINGS**

#### **4:00 PM**

- 

#### **7:00 PM**

- Presentation of Quarterly Citizen Award
- Miss City of Bishop and Miss Teen City of Bishop Quarterly Report
- Vehicle Fuel Supply – (Ends 6/30/14)

### **MONDAY – JUNE 23, 2014 MEETINGS**

#### **4:00 PM**

- 

#### **7:00 PM**

- Chamber of Commerce & Visitors Bureau Update - (Tawni Thomson)
- Update from Inyo County District 2 Supervisor – (Jeff Griffiths)

### **MONDAY – JULY 14, 2014 MEETINGS**

#### **4:00 PM**

- 

#### **7:00 PM**

- Northern Inyo Hospital Quarterly Update – (Angie Aukee and/or Cheryl Underhill)

## **MONDAY – JULY 28, 2014 MEETINGS**

**4:00 PM**

- 

**7:00 PM**

- Chamber of Commerce & Visitors Bureau Update - (Tawni Thomson)
- Update from Inyo County District 2 Supervisor – (Jeff Griffiths)

## **MONDAY – AUGUST 11, 2014 MEETINGS**

**4:00 PM**

- Selection of Quarterly Citizen Award to be presented September 8

**7:00 PM**

## **MONDAY – AUGUST 25, 2014 MEETINGS**

**4:00 PM**

- 

**7:00 PM**

- Chamber of Commerce & Visitors Bureau Update - (Tawni Thomson)
- Update from Inyo County District 2 Supervisor – (Jeff Griffiths)
- Waste Disposal Services (Ends 9/9/14)

## **MONDAY – SEPTEMBER 8, 2014 MEETINGS**

**4:00 PM**

- Discuss and set dates for Budget Hearings

**7:00 PM**

- Presentation of Quarterly Citizen Award
- Miss City of Bishop and Miss Teen City of Bishop Quarterly Report
- Request to advertise for bids for Propane Provider (Ends 10/31/14)

## **MONDAY – SEPTEMBER 22, 2014 MEETINGS**

**4:00 PM**

- 

**7:00 PM**

- Chamber of Commerce & Visitors Bureau Update - (Tawni Thomson)
- Update from Inyo County District 2 Supervisor – (Jeff Griffiths)

## **TUESDAY – OCTOBER 14, 2014 MEETINGS**

**4:00 PM**

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**7:00 PM**

- Northern Inyo Hospital Quarterly Update – (Angie Aukee and/or Cheryl Underhill)
- Award bid – Propane Provider (Effective 11/1/2014)

12/2/2013 12:28 PM

## **MONDAY – OCTOBER 27, 2014 MEETINGS**

**4:00 PM**

- 

**7:00 PM**

- Chamber of Commerce & Visitors Bureau Update - (Tawni Thomson)
- Update from Inyo County District 2 Supervisor – (Jeff Griffiths)

## **MONDAY – NOVEMBER 10, 2014 MEETINGS**

**4:00 PM**

- Selection of Quarterly Citizen Award to be presented December 8

**7:00 PM**

- Adoption of Preliminary 2015-2016 Budget - Finance
- State of the City 2013-2014 – Administration (K.Caldwell)
- Reorganization – Selection of Mayor and Mayor Pro Tem – FOLLOWING 2014 ELECTION
- Review of Mayoral Committee Appointments – FOLLOWING 2014 ELECTION

## **MONDAY – NOVEMBER 24, 2014 MEETINGS**

**4:00 PM**

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**7:00 PM**

- Chamber of Commerce & Visitors Bureau Update - (Tawni Thomson)
- Update from Inyo County District 2 Supervisor – (Jeff Griffiths)

## **MONDAY – DECEMBER 8, 2014 MEETINGS**

**4:00 PM**

- 

**7:00 PM**

- Presentation of Quarterly Citizen Award
- Miss City of Bishop and Miss Teen City of Bishop Quarterly Report
- Resolution declaring the results of the November 4, 2014 election for 2 Council Members and City Treasurer
- Certificates of Election / Oath of Office
- Reorganization – Selection of Mayor and Mayor Pro Tem

## **MONDAY – DECEMBER 22, 2014 MEETINGS**

**TYPICALLY CANCELLED**

**4:00 PM**

- 

**7:00 PM**

- Chamber of Commerce & Visitors Bureau Update - (Tawni Thomson)
- Update from Inyo County District 2 Supervisor – (Jeff Griffiths)

12/2/2013 12:28 PM

**MONDAY – JANUARY 12, 2015 MEETINGS**

**4:00 PM**

- 

**7:00 PM**

- Miss City of Bishop and Miss Teen City of Bishop Quarterly Report
- Northern Inyo Hospital Quarterly Update – (Angie Aukee and/or Cheryl Underhill)

**MONDAY – JANUARY 26, 2015 MEETINGS**

**4:00 PM**

- 

**7:00 PM**

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TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR

SUBJECT: QUARTERLY COUNCIL CITIZEN AWARD *Ksc* *JP*

DATE: December 9, 2013

**BACKGROUND/SUMMARY**

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 selected the Volunteers of the Hospice of the Owens Valley as this quarter's award recipients.

**RECOMMENDATION:**

Make the presentation to the Hospice of the Owens Valley Volunteers.

## Hospice of the Owens Valley

Approximately 30 years ago a group of dedicated nurses presented the idea of starting a volunteer supported hospice to a supportive hospital administrator, board of directors and local physicians. After much hard work, fundraising efforts, recruitment and training of volunteers and staff, The Hospice of the Owens Valley was formed and began ministering to the terminally ill of our communities. Some of those early organizers were Joan Ortman, RN, Janie Carrington, RN, Dr. Asao Kamei, Herm Spencer, administrator, NIH board members: Bill Talbot, Wilfred Partridge, Tom Turner, Dick Distal, Howard Hurlbut.

As we all learned last meeting, the Hospice of the Owens Valley is still serving the citizens of our community and their families within the Pioneer Home Health, Inc organization as they become a Medicare certified hospice.

Tonight we want to recognize the volunteers of the organization, those people who give their time to offer respite care for the family, a comforting presence and a listening ear during a time when those gifts are so greatly needed. And to the volunteers who work behind the scenes to raise donations, organize fund raisers and keep the paperwork straight, we offer our praise and thanks.

We present a list of current volunteers, who do what they do not for thanks or recognition, but because a fellow human being is in need: Rae Barnes, DJ Clough, Roberta Cummings, Christina Davis, Marga Foote, Valerie Hart, Caitlin Higginbotham, Pat Hooper, Joyce Hafner, Paul Linder, Terry Maupin, Tom Maupin, Leslie Opp, Marylou Sipherd, Joyce Watt, Alice Wolfson, Ann Zack and Dr. Tom Boo.

As a community, we wish to say thank you to the volunteers past and present who have helped our neighbors as they transitioned from this life to remain in their homes with their families as long as possible. Not everyone can do what you do. We admire and appreciate you.

CITY OF BISHOP  
CITY COUNCIL STUDY SESSION MINUTES  
NOVEMBER 12, 2013

2a

CALL TO ORDER	Mayor Smith called the meeting to order at 4:01 p.m. in the City Council Chambers at 301 West Line Street, Bishop, California.
COUNCIL PRESENT	Council Members David Stottlemyre, Pat Gardner, Keith Glidewell Mayor Laura Smith
COUNCIL ABSENT	Mayor Pro Tem Jim Ellis – absent and excused
OTHERS PRESENT	Keith Caldwell, City Administrator/Community Services Director Robin Picken, Assistant City Clerk Peter Tracy, Interim City Attorney Cheryl Solesbee, Assistant Finance 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 comments were provided.
CLOSED SESSION	<b>POTENTIAL LITIGATION – Conference with Legal Counsel – Anticipated Litigation – Significant exposure to litigation pursuant to Government Code §54956.9 (b) – 1 potential case.</b>  Due to a conflict of interest, Councilmember Stottlemyre excused himself from this Closed Session discussion (4:02 p.m. – 4:05 p.m.).
REPORT ON ACTIONS TAKEN IN CLOSED SESSION	<b>Potential Litigation - No action was taken in Closed Session. Further discussion on the Potential Litigation will continue at the City Council meeting scheduled at 7:00 p.m. in the City Council Chambers for action.</b>
SCHEDULED DISCUSSION	Discussion was held on the following Study Session agenda items:  1. Selection of Quarterly Citizen Award to be presented December 9 Council reviewed the current list of Quarterly Citizen Award nominees. After a brief discussion, Council agreed on the Quarterly Citizen Award recipient to be honored at the December 9, 2013 City Council meeting.  2. Current 7:00 p.m. agenda items Discussion was held on the upcoming agenda items for the evening meeting. Questions were answered by staff as needed.  3. Future agenda items The list of future agenda items was reviewed.  Public Works Director Grah will be adding Street Closures for the Christmas Parade to the November 25 <sup>th</sup> City Council agenda for Council's consideration.

City Administrator Caldwell will be adding the release of a City Attorney RFP to the December 9<sup>th</sup> City Council agenda for Council's consideration.

4. Department Head Reports

Reports were given as appropriate.

COUNCIL DISCUSSION

Council Members gave committee reports, community announcements and/or made comments or inquiries to staff. No action was taken.

ADJOURNMENT

The meeting was adjourned at 4:30 p.m. to the regular meeting scheduled at 7:00 p.m.

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LAURA SMITH, MAYOR

ATTEST: Keith Caldwell, City Clerk

By: \_\_\_\_\_  
Robin Picken, Assistant City Clerk

CITY OF BISHOP  
CITY COUNCIL MINUTES  
NOVEMBER 12, 2013

**CALL TO ORDER** Mayor Smith called the meeting of the Bishop City Council to order at 7:03 p.m. in the City Council Chambers, 301 West Line Street, Bishop, California.

**INVOCATION** The invocation was given by Pastor Eddie Davis of the Nazarene Church followed by the Pledge of Allegiance led by Area Commander Ray White of the American Legion.

**COUNCIL PRESENT** Councilmembers David Stottlemire, Pat Gardner, Keith Glidewell  
Mayor Pro Tem Jim Ellis  
Mayor Laura Smith

**COUNCIL ABSENT** None

**OTHERS PRESENT** Keith Caldwell, City Administrator/Community Services Director  
Robin Picken, Assistant City Clerk  
Peter Tracy, City Attorney  
Cheryl Solesbee, Assistant Finance Director  
Ray Seguire, Fire Chief  
Chris Carter, Police Chief  
David Grah, Public Works Director/City Engineer  
Deston Dishion, Public Works Superintendent  
Gary Schley, Public Services Officer

**PUBLIC COMMENT** The Mayor announced the public comment period. No public comments were provided.

**PROCLAMATIONS**

**BISHOP ROTARY CLUB – CELEBRATES 85 YEARS (1)** Bishop Rotary Club President Maggie Kingsbury presented information on the Bishop Rotary Club to Council. She then requested that November 12, 2013 be recognized as Bishop Rotary Club’s 85<sup>th</sup> Birthday.

The Council read the proclamation recognizing November 12, 2013 as Bishop Rotary Club’s 85<sup>th</sup> year of existence.

**CONSENT CALENDAR (2)** A motion was made by Councilmember Stottlemire and passed 5-0, to approve the Consent Calendar as presented:  
Motion/Stottlemire

**FOR APPROVAL AND FILING**

- (a) Letter to Sheriff William Lutze regarding dispatch and police services
- (b) Warrant Register – October 2013
- (c) Statement of Fund Transactions – 7/1/13-9/30/13

FOR INFORMATION/FILING

- (d) Water and Sewer Commission Agenda – 11/13/13
- (e) Public Works Building Permits Report – October 2013
- (f) Water Fund Monthly Balances 2013/2014
- (g) Sewer Fund Monthly Balances 2013/2014
- (h) Fire Activity Log – October 2013

NEW BUSINESS

BUDGET  
ADJUSTMENTS/TRANSFERS  
(3)  
Motion/Glidewell

Councilmember Glidewell made a motion to approve the budget adjustments and transfers for Fiscal Year 2013-2014 through October 31, 2013 as presented. Motion passed 5-0.

ADOPTION OF  
PRELIMINARY 2014-2015  
BUDGET  
(4)  
Motion/Stottlemire

On a motion by Councilmember Stottlemire, the Council voted 5-0 to adopt the Fiscal Year 2014-2015 Preliminary Budget as presented.

CLAIM AGAINST THE CITY  
(5)  
Motion/Glidewell

Councilmember Stottlemire recused himself from discussing this item due to a conflict of interest.

After a brief review of this claim made by Mr. and Mrs. Core against the City of Bishop, Councilmember Glidewell made a motion to approve the settlement of \$3,335.76 payable to Mr. and Mrs. Core to maintain the integrity of the City of Bishop's Water and Sewer Systems. Motion passed 4-0.

STATE OF THE CITY  
REPORTS  
(6)

City Administrator Caldwell opened up the State of the City Reports by reviewing a few of the Council's and Administration Department's highlights for the past year: The Branding of Bishop, The City Slogan Contest, The addition of a newly elected Councilmember, Pat Gardner, The addition of newly appointed Councilmember Keith Glidewell, The retirement of Assistant City Clerk Denise Gillespie, The newly hired Assistant City Clerk Robin Picken, and the attendance by all five Councilmembers this year at the League of California Cities Conference in Sacramento. City Administrator Caldwell then introduced the following Departments: Finance, Fire, Police, Public Works, Building/Planning, and Community Services.

Members from each department presented to Council a brief overview of what they accomplished over the past year.

Council Members thanked staff for all of their work for the past year. Each Councilmember then expressed their individual appreciation to each and every staff member for doing an excellent job for the City and its residents.

COUNCIL REPORTS

Mayor Smith reminded everyone to attend the Bicycle Rodeo scheduled for Saturday, November 16, 2013, in the VONS parking lot from 10 a.m. – 2 p.m. and to go out and celebrate the 100<sup>th</sup> Anniversary of the Inyo Library here in Bishop on Saturday as well. No other Council reports were given.

ADJOURNMENT

The Mayor adjourned the meeting at 8:43 p.m. to the Council Budget Workshop (5) scheduled for Thursday, November 14, 2013 at 9:00 a.m. in the Executive Conference Room.

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LAURA SMITH, MAYOR

Attest: Keith Caldwell, City Clerk

By: \_\_\_\_\_  
Robin Picken, Assistant City Clerk

2c

CITY OF BISHOP  
CITY COUNCIL MINUTES  
BUDGET WORKSHOP  
NOVEMBER 14, 2013

- CALL TO ORDER** Mayor Pro Tem Ellis called the meeting of the Bishop City Council Budget Workshop to order at 9:05 a.m. in the Executive Conference Room 377 West Line Street, Bishop, California.
- COUNCIL PRESENT** Councilmembers David Stottlemyre, Patricia Gardner, Keith Glidewell  
Mayor Pro Tem Jim Ellis
- COUNCIL ABSENT** Mayor Laura Smith was absent and excused.
- OTHERS PRESENT** Keith Caldwell, City Administrator/Community Services Director  
Robin Picken, Assistant City Clerk  
Cheryl Solesbee, Assistant Finance Director  
Ray Seguine, Fire Chief  
Chris Carter, Police Chief  
David Grah, Public Works Director/City Engineer  
Tawni Thomson, Executive Director of the Bishop Area Chamber of Commerce & Visitors Bureau  
Several other members from the public
- PUBLIC COMMENT** Mayor Pro Tem Ellis announced the public comment period. No public comment was provided.
- ADD URGENCY ITEM TO BUDGET WORKSHOP AGENDA** City Administrator Caldwell introduced an urgency item brought forward for Council's consideration regarding an increase in expenditures for the Wye Road Project.  
Motion/Stottlemyre
- Councilmember Stottlemyre made a motion to approve adding the urgency item to consider an increase in expenditures for the Wye Road Project to the Budget Workshop agenda. Motion passed 4-0.
- URGENCY ITEM - INCREASE AUTHORIZED EXPENDITURES FOR THE WYE ROAD INTERSECTION IMPROVEMENT PROJECT** Public Works Director Grah provided Council with an update to the Wye Road Intersection Improvement Project and explained the request to increase the cost to this project.  
Motion/Gardner
- After a brief discussion, Councilmember Gardner made a motion to approve the authorization of an increase in expenditures of up to \$582,565.93 through the construction contract with Marzano and Sons for the Wye Road Intersection Improvement Project. Motion passed 4-0.
- REQUEST BY COUNCILMEMBER GLIDEWELL** Councilmember Glidewell requested that Item #2 on the agenda, Discuss Information Technology, be discussed first. All agreed to switch Information Technology to the beginning of their discussions.

Discussion was held on the following agenda items:

**DISCUSS INFORMATION  
TECHNOLOGY  
(1)**

Councilmember Glidewell gave Council a brief overview of the current research on information technology that he has done so far (software, hardware, and tablets/workbooks).

He requested Council's feedback on the purchase of a tablet/workbook to go forward with a paperless agenda. It was his understanding that the Council will primarily be using these tablets/workbooks to read documents, watch videos of possible Council and/or Commission meetings, and to store documents. Through his research, he found that most users preferred having an actual keyboard to type on versus a touch pad.

Council reviewed the cost of purchasing the new tablets/workbooks for Council and will later discuss the purchases needed for staff. The costs involved in producing a paper packet and the possibility of changing some benefits to Council in order to save money in the Council's budget was discussed.

After a thorough discussion of Council's concerns, it was agreed that staff would continue to research other software solutions, do a needs assessment for each department, and to outline the costs and benefits involved with any possible changes to our current systems. A timeline of suggested changes, if any, will be outlined and brought back to Council for their consideration.

Councilmember Stottlemyre asked that a discussion on the tablets/workbooks be placed on the November 25, 2013 Study Session agenda.

**BREAK**

The meeting was recessed at 10:18 a.m. and Mayor Pro Tem Ellis reconvened the meeting at 10:25 a.m.

**DISCUSS TAXES  
(2)**

City Administrator Caldwell introduced the next item for discussion, Taxes. Councilmember Stottlemyre reviewed with Council the taxes already discussed: 1) Crash Tax – is off the table. 2) Transient Occupancy Tax (TOT) and a Tourism Business Improvement District (TBID) – we will continue to work with the Chamber of Commerce and the lodging community. 3) We have looked at a tourism or pass through tax. 4) Sales Tax – needs to go through the County, and 5) Transaction Use Tax (TUT) – need to discuss further.

After a lengthy discussion on Sales Tax and TUT, it was agreed that the Council will need to look at the pros and cons of these taxes and to continue discussions with Inyo County to determine their interest and level of participation in any changes to these taxes.

**SCHEDULE NEXT  
BUDGET WORKSHOP  
(3)**

It was agreed that the next Budget Workshop will be held on Wednesday, December 11, 2013 from 3:00 p.m. – 6:00 p.m. in the Executive Conference Room. Topics for discussion will be Taxes, Information Technology (IT), Council Meetings (change

in hours/frequency), Leasing of Properties, Economic Updates, and Franchise Agreements.

Police Chief Carter gave Council an update on dispatch and police services. Council asked that police services be added to the November 25, 2013 Study Session to continue discussions.

**ADJOURNMENT**

Mayor Pro Tem Ellis adjourned the meeting at 11:43 a.m. to the Study Session scheduled for Monday, November 25, 2013 at 4:00 p.m. in the City Council Chambers.

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JIM ELLIS, MAYOR PRO TEM

Attest: Keith Caldwell, City Clerk

By: \_\_\_\_\_  
Robin Picken, Assistant City Clerk

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**CITY OF BISHOP**

**Sunrise Mobile Home Replacement Reserve Account  
Statement of Fund Transactions for the Period Of:  
July 1, 2013 thru November 22, 2013**

<b>BEGINNING FUND BALANCE</b>	\$	16,341.81
Plus Receipts	\$	1.14
Les Expenditures	\$	(26.46)
Balance of funds moved to Union Bank primary account		-16,316.49
<b>TOTAL FUND BALANCE</b>		<b>-0-</b>

**Union Bank SMHP Checking Account** **-0-**

2e

TO: City Council/City Administrator  
FROM: Finance/Assistant Finance Director  
DATE: December 9, 2013  
SUBJECT: Warrant Register for the month of November 2013

**PAYABLE CHECK NUMBERS ISSUED**

CK#65159 thru 65186	\$	19,730.85
CK#65187 thru 65201	\$	29,310.03
CK#65202 thru 65224	\$	217,718.11
CK#65225 thru 65274	\$	115,183.69
CC#65258	\$	(3,454.88)
CK#65275 thru 65296	\$	23,579.57
<b>TOTAL PAYABLE EXP FOR NOVEMBER 2013</b>	<b>\$</b>	<b>402,067.37</b>

**PAYROLL CHECK NUMBERS ISSUED**

Regular Payroll, November 15, 2013	\$	127,894.58
CK#38913 thru 38944		
DD#7410 thru 7452		
Special Payroll, November 15, 2013	\$	6,557.43
CK#38945 thru 38950		
Regular Payroll, November 30, 2013	\$	126,577.81
CK#38951 thru 38997		
DD#7453 thru 7494		
Special Payroll, November 27, 2013	\$	2,258.90
CK#38998 thru 39004		
Medicare	\$	3,736.51
PERS	\$	73,100.12
PERS/OPEB	\$	26,529.58
Workers Comp	\$	12,341.87
Medical	\$	50,150.55
Dental	\$	5,370.40
Life Insurance	\$	392.00
Vision	\$	792.61
Disability	\$	3,563.62
Def Comp Programs	\$	2,432.00
P.A.R.S.	\$	23,709.60
PARS/ARS	\$	232.00
<b>TOTAL PAYROLL EXP FOR NOVEMBER 2013</b>	<b>\$</b>	<b>465,639.58</b>
<b>TOTAL EXPENDITURES FOR NOVEMBER 2013</b>	<b>\$</b>	<b>867,706.95</b>

CITY OF BISHOP  
CHECK REGISTER 11/07/13

Report No: PB1302  
Run Date : 11/07/13  
CHECK  
NUMBER

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
65159	BISHOP GLASS, INC.	51660/OCT	BSGLSS/LEXAN	11/07/13	61618	393.08	
65160	BROWN'S SUPPLY	51756/OCT	BSGLSS/CLEAN	11/07/13	61618	56.70	449.78
65161	BISHOP NURSERY	179004/OCT	BRWN/HIPL	11/07/13	61615	10.16-	432.41
			BRWN/VLV	11/07/13	61615	17.52	
			BRWN/CAPS	11/07/13	61615	41.60	
			BRWN/HIPL	11/07/13	61615	31.03	
			BRWN/HIPLS	11/07/13	61615	188.50	
			BRWN/PVC	11/07/13	61615	9.33	
			BRWN/WASHR	11/07/13	61615	12.47	
			BRWN/WASHR	11/07/13	61615	10.15	
			BRWN/ADPT	11/07/13	61615	131.97	
65162	HIGH COUNTRY LUMBER	179004/OCT	BHURS/SOLENB	11/07/13	61622	29.14	29.14
		892219	HCL/GLVS	11/07/13	61632	10.07	
		979207	HCL/CAULK	11/07/13	61632	9.71	
		979217	HCL/CAULK	11/07/13	61632	17.46	
		979313	HCL/CAULK	11/07/13	61632	139.73	
		979405	HCL/PNT	11/07/13	61632	20.34	
		979486	HCL/CAULK	11/07/13	61632	29.11	
		979506	HCL/SUNRISE	11/07/13	61632	78.80	
		979509	HCL/PNT ITEMS	11/07/13	61632	219.70	
		979646	HCL/CVR	11/07/13	61632	28.18	
		979687	HCL/WOOD	11/07/13	61632	45.30	
		979851	HCL/TIES	11/07/13	61632	8.25	
		979947	HCL/GAUNLET	11/07/13	61632	42.68	
		979972	HCL/CVR	11/07/13	61632	320.66	
		979992	HCL/WOOD	11/07/13	61632	16.01	
		980151	HCL/CAULK	11/07/13	61632	139.73	
		980186	HCL/BATT	11/07/13	61632	7.77	
		980369	HCL/ROOF	11/07/13	61632	36.01	
		980429	HCL/PNT	11/07/13	61632	11.45	
		980444	HCL/WRRCH	11/07/13	61632	7.77	
		980491	HCL/KEY	11/07/13	61632	8.16	
		980496	HCL/KEY	11/07/13	61632	4.08	
		980510	HCL/SHACKLS	11/07/13	61632	9.31	
		980518	HCL/SHACKLS	11/07/13	61632	2.92-	
		980553	HCL/BLTS	11/07/13	61632	52.14	
		980757	HCL/KEY	11/07/13	61632	8.16	
		981056	HCL/MISC	11/07/13	61632	45.64	
		981094	HCL/HHT	11/07/13	61632	12.41	
		981133	HCL/CAULK	11/07/13	61632	16.50	
		981179	HCL/SPRR	11/07/13	61632	5.42	
		981202	HCL/TEE	11/07/13	61632	7.25	
		981228	HCL/INSUL	11/07/13	61632	59.39	
		981231	HCL/TUBE	11/07/13	61632	7.77	
		981232	HCL/BLTS	11/07/13	61632	2.57	
		981240	HCL/MISC	11/07/13	61632	7.28	
		981308	HCL/PLUG	11/07/13	61632	1.93	
		981357	HCL/ELBOW	11/07/13	61632	9.67	
		981358	HCL/GLV	11/07/13	61632	12.63	

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
981400			HCL/BLTS	11/07/13	61632	40.28	
981409			HCL/GAS	11/07/13	61632	9.71	
981423			HCL/CVP	11/07/13	61632	27.21	
981443			HCL/PNTRSH	11/07/13	61632	17.40	
981606			HCL/TORCH	11/07/13	61632	43.58	
981642			HCL/CEDAR	11/07/13	61632	104.70	
981678			HCL/WSHR	11/07/13	61632	16.26	
981680			HCL/PAINT	11/07/13	61632	204.58	
-981765			HCL/CAULK	11/07/13	61632	6.74	
981771			HCL/SCRWS	11/07/13	61632	15.44	
981776			HCL/RABAR	11/07/13	61632	48.58	
981784			HCL/HIPL	11/07/13	61632	5.02	
981802			HCL/BULB	11/07/13	61632	12.61	
981852			HCL/HISC	11/07/13	61632	.65	
981932			HCL/ROOF	11/07/13	61632	136.04	
981961			HCL/ROOF	11/07/13	61632	6.32	
982017			HCL/HUTS	11/07/13	61632	3.55	
982080			HCL/PIPE	11/07/13	61632	29.60	
982089			HCL/PNTRSH	11/07/13	61632	8.90	
982123			HCL/ELBW	11/07/13	61632	10.05	
982124			HCL/BULB	11/07/13	61632	29.13	
982131			HCL/TAPE	11/07/13	61632	30.59	
982143			HCL/ELBW	11/07/13	61632	2.42	
982153			HCL/LINE	11/07/13	61632	9.70	
982484			HCL/ADPT	11/07/13	61632	1.53	
982617			HCL/CUPLER	11/07/13	61632	7.36	
982627			HCL/STRPR	11/07/13	61632	35.45	
982684			HCL/PADLOCK	11/07/13	61632	28.47	
982709			HCL/BULB	11/07/13	61632	29.14	
982710			HCL/SNAP	11/07/13	61632	4.85	
982891			HCL/HOWN	11/07/13	61632	155.42	
982913			HCL/GLUE	11/07/13	61632	29.20	
983049			HCL/CALC	11/07/13	61632	2.91	
983085			HCL/GLUE	11/07/13	61632	26.01	
983091			HCL/DECK	11/07/13	61632	4.67	2,586.35
65163	DEPARTMENT OF WATER & POW	690RNAIN	DWP/SEPOCT13	11/07/13	61626	387.64	387.64
65164	FARMER BROS. CO.	59056434	FARMR/COFFEE	11/07/13	61630	101.20	101.20
65165	BISHOP VOLUNTEER FIRE DEP	OCT13 W73283/OCT	BVFD/OCT13 BVFD/LADREPP	11/07/13 11/07/13	61620 61621	2,888.00 3,152.21	2,888.00 3,152.21
65166	BISHOP VETERINARY HOSPITA	94015/OCT	BISVET/K9TST	11/07/13	61616	713.80	6,040.21
65167	UNDERGROUND SERVICE ALERT	1020130057	UNDALT/OCT13	11/07/13	61627	45.00	713.80
65168	HANOR TRUE VALUE HARDWARE	A177163 A178693 A179014	TRUVL/STENCL TRUVL/BATT TRUVL/OVENCL	11/07/13 11/07/13 11/07/13	61639 61639 61639	3.20 10.79 6.31	45.00

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
65169	KMART	51612	KMART/MISC	11/07/13	61636	4.62	53.22
65170	AMERIANS - BISHOP	3022261013	AMGS/OCT13	11/07/13	61612	484.95	4.63
65171	FEDERAL EXPRESS CORPORATI	444503528	FEDX/HMAIRS	11/07/13	61629	21.88	484.95
65172	MISSION UNIFORM & LINEN	138242	MSLIH/OCT13	11/07/13	61640	38.74	21.88
65173	INYO REGISTER	OCT13/PD	INVREG/CONH	11/07/13	61633	279.01	38.74
65174	DEVON'S FLOWER PATCH	5067/OCT	DEVNS/HERDER	11/07/13	61628	50.00	279.01
65175	BANK OF AMERICA	BOFA/OCT13	BOFA/CALPERSROHIN	11/07/13	61614	5,271.65	50.00
65176	CREATIVE IMAGE EMBROIDERY	14624/OCT	CINGER/SHRTS	11/07/13	61624	77.76	5,271.65
65177	BIG MTH BOTTLED WATER	31108	BIGMTH/WATER	11/07/13	61619	90.00	77.76
65178	KIBS-PM	28606/OCT	KIBS/PAGEAUT	11/07/13	61635	486.00	90.00
65179	LOME PINE LOCKSMITH	12395	LPLOCK/NOV13	11/07/13	61637	6.48	486.00
65180	ALPHA PRIME COMMUNICATION	110010	ALPPR/MINITH	11/07/13	61613	125.50	6.48
65181	MISSION JANITORIAL	382724 383197 383952 384574 385810	MSJANT/HOP MSJANT/BLK MSJANT/MISC MSJANT/LINER MSJANT/LINER	11/07/13 11/07/13 11/07/13 11/07/13 11/07/13	61638 61638 61638 61638 61638	46.90 41.03 181.56 53.43 41.03	125.50
65182	JIM ALLEN AUTO	6061/OCT13	JALLH/PNTTRAL	11/07/13	61634	100.00	363.95
65183	BEN FRANKLIN CRAFTS	240964	BENFRK/HALLW	11/07/13	61617	38.71	100.00
65184	CARMICHAEL BUSINESS TECH.	12086	CBR/OCT13	11/07/13	61625	1,221.10	38.71
65185	PATRICIA GARDNER						1,221.10

CITY OF BISHOP  
CHECK REGISTER 11/07/13

Report No: PB1302  
Run Date : 11/07/13

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
65186	BISHOP FITNESS CENTER	OCT13/DHL	OCT13/GARDN/DML	11/07/13	61631	187.58	187.58
		96/OCT13	BEIT/REYNLUS	11/07/13	61623	44.00	44.00
CHECKS TOTAL							19,730.85



CITY OF BISHOP  
CHECK REGISTER 11/08/13

Report No: PB1302  
Run Date: 11/08/13

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
65194	INYO COUNTY PLANNING DEPT	64962	INTWST/OCT13	11/08/13	61662	5.00	5.00
65195	SUDDENLINK PAYMENT CNTR	108/2013-14	INYPHN/LAFCO. 2013/14	11/08/13	61663	11,000.00	11,000.00
65196	VERIZON	198MAC1VER	SUDLNK/NOV13	11/08/13	61686	1,224.06	1,224.06
65197	RESERVE ACCOUNT	8738458	VRZ/OCTNOV13	11/08/13	61690	125.28	125.28
65198	THOMAS PETROLEUM, LLC	OCT13	POSTAG/OCT13	11/08/13	61669	1,336.00	1,336.00
65199	UPS STORE, THE	CL92907	T. PTRL/OCT13	11/08/13	61687	2,057.45	2,057.45
65200	711 MATERIALS, INC	3401/OCT13	UPSSTR/SHIP	11/08/13	61689	121.80	121.80
65201	SUSTAINABLE RESOURCE ENG.	4108715 41708427 41708856	711/SUBGCNCR 711/TORW4 711/SAND	11/08/13 11/08/13 11/08/13	61685 61683 61684	527.85 66.87 113.10	717.90
		93/OCT13	SHENG/ANALYS	11/08/13	61677	3,897.25	3,897.25
			CHECKS TOTAL				24,710.03

CITY OF BISHOP  
CHECK REGISTER 11/14/13

Report No: PBI302  
Run Date: 11/14/13

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
65202	STEVE'S AUTO & TRUCK PART	94623/PW	STVSATO/CARB	11/14/13	61741	18.67	
		94645/PD	STVSATO/BULB	11/14/13	61737	22.44	
		94646/PD	STVSATO/PSFL	11/14/13	61738	5.50	
		94901/PW	STVSATO/BATT	11/14/13	61742	124.91	
		95425/FIHE	STVSATO/WIRE	11/14/13	61748	22.86	
		95488/PD	STVSATO/WIPR	11/14/13	61739	217.71	
		95492/PD	STVSATO/BLDS	11/14/13	61740	26.86	
		95707/PARK	STVSATO/CRCT	11/14/13	61749	46.32	
		96659/PARK	STVSATO/BRSH	11/14/13	61750	4.20	
		97301/PW	STVSATO/SCOP	11/14/13	61743	9.54	
		97520/PW	STVSATO/MISC	11/14/13	61744	8.09	
		97638/PW	STVSATO/PAD	11/14/13	61745	12.79	
		98268/PW	STVSATO/CPLR	11/14/13	61746	8.35	
		98602/PW	STVSATO/FLTR	11/14/13	61747	52.32	576.84
65203	SOUTHERN CALIFORNIA EDISO	MYERROAD	SCE/OCT13	11/14/13	61756	1,022.34	
		85SIERRA	SCE/OCT13	11/14/13	61757	29.19	1,051.53
65204	DEPARTMENT OF WATER & POW	STLITES	UMP/OCT13	11/14/13	61722	1,569.63	1,569.63
65205	ADVANCED DATA SYSTEMS, INC	131002	A03/NOV13	11/14/13	61716	850.00	850.00
65206	BISHOP DRY CLEANERS	OCT13	BSDRYCLRS	11/14/13	61770	169.00	169.00
65207	DEPARTMENT OF JUSTICE	45/NOV13	DOJ/FGPPT	11/14/13	61753	640.00	640.00
65208	AMERIGAS - BISHOP	3022311128	AMERGS/OCT13	11/14/13	61718	576.46	576.46
65209	QUILL CORP	CR371049	QUILL/BINDER	11/14/13	61732	14.66	
		6729473	QUILL/MISC	11/14/13	61730	93.68	
		6806589	QUILL/BINDER	11/14/13	61731	31.93	
		6987560	QUILL/INK	11/14/13	61733	5.39	
65210	VERIZON	1220033	VRZ/NOV13	11/14/13	61769	43.91	
		1810109	VRZ/NOV13	11/14/13	61767	43.91	
		1810151	VRZ/NOV13	11/14/13	61768	43.91	
		1811001	VRZ/NOV13	11/14/13	61766	43.91	
		1812455	VRZ/NOV13	11/14/13	61765	43.91	
		8724240	VRZ/NOV13	11/14/13	61763	45.49	
		8727201	VRZ/NOV13	11/14/13	61764	42.90	
		8729321	VRZ/NOV13	11/14/13	61762	45.20	353.14
65211	LARRY BAIN, CPA	NOV13	L. BAIN/NOV13	11/14/13	61717	6,509.80	6,509.80
65212	JONES & MAYER LAW OFFICE	65791	JOHMYR/OCT	11/14/13	61729	1,254.00	4,500.00

CITY OF BISHOP  
CHECK REGISTER 11/14/13

Report No: PH1302  
Run Date : 11/14/13

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
65213	DOOLEY ENTERPRISES, INC	49221	BOOBY/AMMO	11/14/13	61721	8,618.40	1,254.00
65214	PREFERRED SEPTIC	56542	PREFRD/NOV13	11/14/13	61757	1,289.20	8,618.40
65215	THOMAS PETROLEUM, LLC	CL93066	TPETRL/OCT13	11/14/13	61759	905.49	1,289.20
		CL93067	TPETRL/OCT13	11/14/13	61760	2,366.63	
		CL93068	TPETRL/OCT13	11/14/13	61758	369.93	
65216	SIERRA CONSERVATION PROJE	2051/NOV13	S_CONSERV	11/14/13	61756	59.00	3,635.05
65217	STATE WATER RESOURCE COUN	WB0090042	STWTR/PMTFEE	11/14/13	61755	1,947.00	39.00
		WB0092429	STWTR/PMTFEE	11/14/13	61754	12,875.00	
65218	VERIZON BUSINESS	61306309	VRZ/NOV13	11/14/13	61761	76.56	15,815.00
65219	PACIFIC TELEMANAGEMENT	588571	PACTEL/DEC13	11/14/13	61734	65.00	76.56
65220	TONI FANSLER	NOV11/2013	FANSLR/TRSCR8	11/14/13	61728	94.50	65.00
65221	RDC, INCORPORATED	PAYMENT#2	RDC/WTRSYST	11/14/13	61735	87,295.50	94.50
65222	CEQA ASSOCIATION OF	CEQA	CEQA/MEMBR8K	11/14/13	61719	25.00	87,295.50
65223	JERRY CORE	NOV13/REIM	CORE/NOV13	11/14/13	61720	3,335.76	25.00
65224	MARZANO & SONS	PAYMNT#1	MARZNO/NOV13	11/14/13	61751	84,033.20	3,335.76
CHECKS TOTAL							217,718.11

Report No: PB1302  
 Run Date: 11/21/13  
 CITY OF BISHOP  
 CHECK REGISTER 11/21/13

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
65225	BISHOP CHAMBER OF COMMERC	BCC/DEC13	BSCMCOMM/DEC13	11/21/13	61777	11,916.66	
		BCC/NOV13	KEITH/INYOASSDINNER	11/21/13	61778	30.00	11,456.66
65226	PUBLIC EMP RETIREMENT SYS	DEC13	RETMEDPREM	11/21/13	61832	33,822.95	33,822.95
65227	STATE COMPENSATION INSURA	010680-12	ST COMPINS/DEC13BALANC	11/21/13	61862	4,786.75	4,786.75
65228	NORTHERN INYO HOSPITAL	0000007	NIM/PROFSERV/NOV13	11/21/13	61824	50.24	50.24
65229	PERRY MOTORS, INC.	123117	PERRY/2BATTERY	11/21/13	61831	302.40	302.40
65230	SOUTHERN CALIFORNIA EDISO	198MAC1VER	SCE/OCTNOV13	11/21/13	61842	55.73	
		85BRUCE	SCE/OCTNOV13	11/21/13	61844	27.10	
		85RAINPUMP	SCE/OCTNOV13	11/21/13	61846	26.82	
		85RHAIN	SCE/OCTNOV13	11/21/13	61843	210.33	
		85YAHEY	SCE/OCTNOV13	11/21/13	61845	46.86	366.84
65231	BISHOP WELDING SUPPLY	723401	BSWELD/NOV13	11/21/13	61860	119.13	119.13
65232	PETTY CASH - CLERK DEPT.	NOV13	PETTY/NOV13	11/21/13	61832	34.08	34.08
65233	DEPARTMENT OF WATER & POW	20SHOME	DWP/OCTNOV13	11/21/13	61786	39.98	
		207WLINE	DWP/OCTNOV13	11/21/13	61861	38.66	
		209WLINE	DWP/OCTNOV13	11/21/13	61862	1,261.34	
		237SHARP	DWP/OCTNOV13	11/21/13	61787	378.78	
		377LINE#A	DWP/OCTNOV13	11/21/13	61788	63.15	
		377WLINE	DWP/OCTNOV13	11/21/13	61790	2,154.49	
		701WLINE	DWP/OCTNOV13	11/21/13	61789	60.58	4,101.98
65234	ENTENHANN-ROVIN CO	00946271H	ENTN-ROVIN/PLNS	11/21/13	61792	543.29	543.29
65235	EMPLOYMENT DEVELOPMENT DE	944-0750-9	EDU/JULSEP13	11/21/13	61793	287.00	287.00
65236	KMART	02582045	KMRT/TRSHBAGS	11/21/13	61822	111.89	
		02627616	KMRT/TRSHBAGS	11/21/13	61823	98.13	209.87
65237	INYO COUNTY ENVIRONMENTAL	418214003	ANNUALPOOLPRMT/NOV	11/21/13	61802	307.00	307.00
65238	AMERIQUAS - BISHOP	3022874977	AMGAS/NOV13	11/21/13	61772	669.48	
		3022874984	AMGAS/NOV13	11/21/13	61771	362.13	
		3022881211	AMGAS/NOV13	11/21/13	61859	314.31	1,385.90

65239	FEDERAL EXPRESS CORPORATI	24698544	FEDX/L BAIN/CALPPS	11/21/13	61795	180.42	180.42
65240	FRED GOMEZ	GOMEZ/HOV	REIMBGMHUES	11/21/13	61799	200.00	200.00
65241	INYO COUNTY TAX COLLECTOR	001-030-04	2013/14INCO. PRPTAX	11/21/13	61821	22.54	22.54
		001-030-10	2013/14INCO. PRPTAX	11/21/13	61820	35.92	35.92
		001-123-11	2013/14INCO. PRPTAX	11/21/13	61816	43.84	43.84
		001-123-19	2013/14INCO. PRPTAX	11/21/13	61804	22.84	22.84
		001-123-20	2013/14INCO. PRPTAX	11/21/13	61817	126.84	126.84
		001-123-21	2013/14INCO. PRPTAX	11/21/13	61803	22.84	22.84
		001-133-02	2013/14INCO. PRPTAX	11/21/13	61819	22.84	22.84
		001-134-01	2013/14INCO. PRPTAX	11/21/13	61805	22.84	22.84
		001-173-16	2013/14INCO. PRPTAX	11/21/13	61807	22.84	22.84
		001-173-17	2013/14INCO. PRPTAX	11/21/13	61806	85.24	85.24
		001-181-17	2013/14INCO. PRPTAX	11/21/13	61808	22.84	22.84
		001-182-26	2013/14INCO. PRPTAX	11/21/13	61811	22.84	22.84
		008-010-15	2013/14INCO. PRPTAX	11/21/13	61813	147.64	147.64
		008-010-36	2013/14INCO. PRPTAX	11/21/13	61812	353.20	353.20
		008-080-09	2013/14INCO. PRPTAX	11/21/13	61810	43.64	43.64
		008-080-21	2013/14INCO. PRPTAX	11/21/13	61809	9.86	9.86
		008-201-02	2013/14INCO. PRPTAX	11/21/13	61815	14.02	14.02
		008-260-02	2013/14INCO. PRPTAX	11/21/13	61814	33.24	33.24
		008-320-00	2013/14INCO. PRPTAX	11/21/13	61818	546.20	546.20
65242	QUILL CORP	7042068	QUILL/REDINK	11/21/13	61830	5.39	5.39
		7064921	QUILL/SUPPLY	11/21/13	61828	101.47	101.47
		7096892	QUILL/CUMPRK	11/21/13	61829	77.74	77.74
65243	BOYD PENCE	20331/P.W.	PROPANE/NOV13	11/21/13	61781	25.13	25.13
		20339/FIRE	60/12AMP/NOV13	11/21/13	61782	165.50	165.50
65244	COMMUNITY PRINTING	41644/HOV	WINDENVELOPS	11/21/13	61785	197.29	197.29
65245	SIERRA SECURITY SYSTEMS	474804	S-SECR/OCT13	11/21/13	61840	44.50	44.50
65246	INYO REGISTER	01100920	FIRIDIRECTRAD	11/21/13	61801	470.91	470.91
		01102078	PDDISPATCHEAD	11/21/13	61800	279.01	279.01
65247	VERIZON	192-5555	VRZ/NOV13	11/21/13	61855	7.02	7.02
		3901304900	VRZ/NOV13/INTRNET	11/21/13	61857	89.99	89.99
		8723485	VRZ/NOV13	11/21/13	61856	56.78	56.78
65248	PARS PHASE II SYSTEMS	27186/SEP	PARS.FEES/SEP13	11/21/13	61836	1,000.00	1,000.00
		27298/SEP	PARS.ARS/SEP13	11/21/13	61835	408.00	408.00
65249	CALPERS						1,408.00

Run Date : 11/21/13  
CHECK REGISTER 11/21/13

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
65250	BAUER PLANNING & ENV SVCS	OCT13	PERS EPMC/OCT13	11/21/13	61844	5,881.75	5,881.75
65251	BAUER PLANNING & ENV SVCS	BAUER/NOV13	BMSSELEMENT	11/21/13	61776	5,000.00	5,000.00
65251	TRIAD/HOLMES ASSOCIATES	4002641	TRAD/PV SURVEY/NOV13	11/21/13	61851	3,769.00	
		4002642	TRAD/PATHPLAN/NOV13	11/21/13	61849	1,869.00	
		4002644	TRAD/STDESIGN/NOV13	11/21/13	61850	18,121.50	
65252	BRYAN ROSSY	ORANG/DECE	NATLELDERSYMP/DECE13	11/21/13	61897	225.00	
65253	GALLS QUARTERMASTER	001218321	GALLS/RECHGARTT	11/21/13	61796	28.87	225.00
65254	BANK OF AMERICA	HOPAOCT13	FIRETITLE2400DES	11/21/13	61774	3,297.48	28.87
65255	UPS STORE, THE	3121/AUG	UPSSTORE/AUG13	11/21/13	61858	32.63	3,297.48
65256	DOUG CLAIR, INC	4842/NOV13	PEAGPAVEL/FIRE	11/21/13	61784	1,699.00	32.63
65257	BANK OF AMERICA	HOPA/OCT13	SANJOSEPARING	11/21/13	61773	528.69	1,699.00
65258	THIRD ALARM FIRE EQUIP CO	103113/NOV	SHDADR/SVACYLINDER	11/21/13	61852	3,454.88	528.69
65259	SEWER EQUIPMENT CO. OF	130073	SHPEQUP/SAR/NOV13	11/21/13	61839	252.72	3,454.88
65260	TYCO INTEGRATED SECURITY	09795847	TYCO/DECE13	11/21/13	61848	272.95	252.72
65261	RO ANDERSON	33285/NOV	ROAND/PARKPATH/NOV13	11/21/13	61838	2,200.00	272.95
65262	VERIZON CALIFORNIA	UH8-2683	VRZ/NOV13	11/21/13	61854	588.93	2,200.00
65263	SMART & FINAL	138872	SH6FNL/LAUNDRY	11/21/13	61847	99.17	588.93
65264	UNDERWRITERS LABORATORIES	ACCT671445	UNDWRT/INSPCT/NOV13	11/21/13	61853	1,250.00	99.17
65265	BEN FRANKLIN CRAFTS	240972	BENFRK/HOLCRAFTS	11/21/13	61775	110.01	1,250.00
65266	STAUNTEC CONSULTING SERV.	740202	STANTC/SCADA6/OCT13	11/21/13	61843	1,797.38	110.01
65267	BLIZZARD PROPERTY MGMT						1,797.38

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
65268	CALIFORNIA RURAL WATER	4861.NOV13	HYDROTEST	11/21/13	61780	105.00	105.00
65269	FLYERS ENERGY #225	CRWAEXPO	CRWAEXPOAPR14	11/21/13	61783	400.00	400.00
65270	PATRICIA GARDNER	JUL/SEP13	FLYERSOTRFLYPD	11/21/13	61794	169.00	169.00
65271	OWENS VALLEY PEST	BMD/DECOS NOV13	DMDMEET/VICTRVLE ESTAREINBRILES	11/21/13 11/21/13	61798 61797	433.83 70.85	504.68
65272	BISHOP FITNESS CENTER	NOV13	OVPEST/204LINE	11/21/13	61826	60.00	60.00
65273	ALISA ELLSWORTH	99/NOV13	GYMQUES/FOREHND/REYHLD11/21/13	11/21/13	61774	88.00	88.00
65274	DERIK OLSON	NOV13/ART	THANKASARTREINB	11/21/13	61791	75.00	75.00
		NOV13	D.OLSEN/PAGEART	11/21/13	61825	100.00	100.00
			CHECKS TOTAL			115,183.69	

CANCELLED CHECKS TOTAL 3,454.88-

CITY OF BISHOP  
 CHECK REGISTER 11/27/13

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
65275	PERRY MOTORS, INC.	UNIT16	PERRYS/BATTERY	11/27/13	61875	167.03	167.03
65276	SOUTHERN CALIFORNIA EDISO	SMHP#9	SCE/OCT-NOV	11/27/13	61881	1.38	1.38
65277	LAWS RAILROAD MUSEUM	13/14	LAWS/1STPROMFUNDSPYMNT	11/27/13	61871	6,000.00	6,000.00
65278	EDDY'S AUTO UPHOLSTERY	BILLYCOAT	EDDYS/ZIPPER	11/27/13	61870	79.00	79.00
65279	BISHOP HEATING & AIR COND	CITYHALL	BISHTG/THERMOSTAT	11/27/13	61865	242.00	242.00
65280	AMERICAS - BISHOP	SMHP#9	AMERGAS/11/16/2013	11/27/13	61864	5.18	5.18
65281	LAW OFFICE OF PETER TRACY	NOV2013	PTRACY/NOV2013	11/27/13	61876	3,500.00	3,500.00
65282	VISION SERVICE PLAN	GILLESPIE	VISION/DEC2013	11/27/13	61888	21.17	21.17
65283	QUILL CORP	7262175 7314314 7314660	QUILL/CANNONFAXCART QUILL/WZFORMS QUILL/PENS/PAPER	11/27/13 11/27/13 11/27/13	61878 61877 61879	174.94 156.52 257.46	588.92
65284	VERIZON	8735866	VRZON/NOVDEC	11/27/13	61885	519.75	519.75
65285	VERIZON WIRELESS	FIRE POLICE	VRZWRLS/OCTNOV VRZWRLS/DCTHOV	11/27/13 11/27/13	61886 61887	264.11 569.64	833.75
65286	SECURITY LIFE INSURANCE	GILLESPIE	SECLIFE/ DEC2013	11/27/13	61880	134.26	134.26
65287	THE SOUND SHOPPE	CNCLCHMBRS	SNDSHP/SYSTEMHOISEREP	11/27/13	61882	75.00	75.00
65288	SUN RIDGE SYSTEMS, INC	3110	SUNRDG/DEC2012-NOV2013	11/27/13	61884	7,240.00	7,240.00
65289	MIKE HAIRS	SNDIEG12/6	HMAIRS/CRTEMPHOLDING	11/27/13	61873	135.00	135.00
65290	BRENT GILLESPIE	SNDIEG12-6	GILL/CRTEMPHOLDING	11/27/13	61867	135.00	135.00
65291	LAURA SMITH	CHMBRLUNCH	LSMITH/11/21/13	11/27/13	61889	12.00	12.00
65292	MAMMOTH LAKES HOUSING,	325	MLAKES/WILLOWPLAZA	11/27/13	61872	1,400.00	1,400.00

CITY OF BISHOP  
CHECK REGISTER 11/27/13

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
65293	TARGET SPECIALTY PRODUCTS	PO111	TRGT/RNDUP/HERSCIDE	11/27/13	61883	630.33	1,400.00
65294	BURKE WILLIAMS & SORENSEN	LABRELATNS REVPERSONNEL	BURKE/THRUOCT2013 BURKE/THRUOCT2013	11/27/13 11/27/13	61868 61869	900.00 744.00	630.33
65295	BRADY PEEK	SNDIEG12-6	PEEK/CRTTEMPHOLDNG	11/27/13	61866	135.00	1,644.00
65296	OWENS VALLEY PEST	POLICE	OVPEST/11/25/13	11/27/13	61874	30.00	135.00
CHECKS TOTAL						23,579.57	30.00

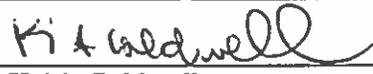
2 f

### Broker of Record Designation

As of **December 1, 2013**, the organization listed below ("Client") appoints Keenan & Associates ("Keenan") as the Broker of Record in connection with the following coverages: **Dental, Vision, Life, Disability, EAP Section 125 Employee Paid Voluntary Benefits** and such additional coverages or insurance as Client may from time-to-time request from Keenan (the "Coverages"). This appointment rescinds any and all previous appointments Client may have made with respect to the Coverages, and shall remain in full force and effect until cancelled in writing at any time by either party. The parties hereby agree to the following additional terms:

With respect to the Coverages, Keenan shall have the exclusive authority and right to negotiate with insurance carriers and other coverage providers on Client's behalf. Keenan shall provide those services as listed on Exhibit A attached to and made a part of this document. Client shall provide Keenan with timely and accurate information necessary to obtain the Coverages and authorizes Keenan to provide such information to prospective insurers and other coverage providers. Except for Keenan's responsibilities with respect to funds obtained from or on behalf of Client, Keenan shall not be a fiduciary of Client. As compensation for its services, Keenan shall receive commissions from insurance carriers and/or other vendors for the placement of insurance coverage. Client shall have no responsibility for the payment of any such commission to Keenan. Additional information concerning Keenan's compensation Disclosure Policy is available online at [www.Keenan.com](http://www.Keenan.com) or from your Keenan account representative.

Disputes arising out of or relating to this designation, other agreements between the parties, or any other relationship involving Client and Keenan (whether occurring prior to, as part of, or after the signing of this Agreement) shall first be resolved by good faith negotiations between representatives of the parties with decision-making authority. If either party determines that the dispute cannot be resolved through informal negotiation then the dispute shall be submitted to non-binding mediation. The site of the mediation and the selection of a mediator shall be determined by mutual agreement of the parties. If the dispute is not resolved through mediation within sixty (60) days following the first notification of a request to mediate, then either party shall have the right to require the matter to be resolved by final and binding arbitration by JAMS dispute resolution service pursuant to its Streamlined Arbitration Rules and Procedures, or such other arbitration procedures as may be agreed to in writing by the parties. Negotiation, mediation, and arbitration shall be the exclusive means of dispute resolution between Client and Keenan and their respective members, agents, employees and officers. The arbitration shall be conducted in the County of Inyo, California.

City of Bishop		Keenan & Associates	
<b>Signature:</b>		<b>Signature:</b>	
<b>By:</b>	Keith Caldwell	<b>By:</b>	Steve Gedestad
<b>Title:</b>	City Administrator	<b>Title:</b>	Municipality Practice Leader
<b>Address:</b>	377 West Line Street Bishop, CA 93515	<b>Address:</b>	2355 Crenshaw Blvd., Ste. 200 Torrance, CA 90501
<b>Telephone:</b>	760-873-5863	<b>Telephone:</b>	310 212-0363
<b>Fax:</b>	760-873-4873	<b>Fax:</b>	510-986-0440
<b>Attention:</b>	Robin Picken	<b>Attention:</b>	Howell Southmayd



**EXHIBIT A**  
**KEENAN SERVICES**

**Keenan shall provide the following Services:**

1. Plan Review – Keenan shall review applicable benefit plan(s) and provide information and recommendations regarding insured and/or self-insured options, as requested by Client.
2. Insurance Needs Assessment – Keenan shall work with Client to determine Client's insurance needs.
3. Insurance Marketing Plan – Review, evaluate and negotiate insurance renewals on Client's behalf. Keenan shall prepare and present to Client its plan for marketing Client to various carriers and/or Coverage providers. In furtherance of its plan, Keenan shall contact those markets that it has determined most likely to meet Client's needs, as made known to Keenan, but shall not necessarily contact every available market for the particular Coverage being sought. In so far as practical, Keenan shall honor Client's timely and reasonable requests to contact specific markets, but Keenan shall not be obligated to present Client to any carrier or Coverage provider which Keenan has determined would not be willing to quote Client's business or would not give a competitive quote.
4. Insurance Marketing Results – Keenan shall present to the client, in summary format, information concerning all markets and carriers approached. The summary shall include, as applicable: name of carrier and Coverage providers approached, limits, premium, and deductible. The summary shall also include the names of any carriers or Coverage providers who declined to provide a quote.
5. Review of Insurance Options – Keenan shall present, along with the Marketing Results, a comparison summary highlighting the significant terms and/or differences among the various Coverages quoted. This summary is provided for Client's convenience only. It is Client's responsibility to ask questions and to request any additional information that it deems necessary for it to make an informed decision regarding its insurance or self-insurance program.
6. Obtain Coverage – Once the Client has made its decision, Keenan shall take all steps necessary to communicate Client's decision to the carrier selected and to have the carrier or other Coverage provider bind Coverage on behalf of the Client.
7. Implementation – Keenan shall assist Client in the preparation and distribution of materials relating to the implementation of its coverage, for which client shall give final approval.
8. Ongoing Service -- Keenan will provide the following Client support services:
  - Continued analysis of benefit plan design and performance noting available alternatives as appropriate;
  - Direction and support with claims resolution and other related issues;
  - Review of claims experience and trends;
  - Support with billing/eligibility concerns;
  - Acting as a liaison between Client and carriers and vendors and serving as a proactive Client advocate;
  - Responding to day-to-day benefit questions from Client;
  - Assisting Client with governmental reporting and filings (e.g., 5500's and Summary Annual Reports), as applicable;

- Providing information concerning current developments and trends in employee benefits and new legislation that may affect Client's plans;
- Assisting in drafting, review and/or amendment of benefit plan and related documents. Any document drafted or reviewed by Keenan and approved by Client under this Agreement shall apply solely to the plan year for which the Service was provided. They are not intended for use beyond the plan year for which they were created, reviewed or revised. Keenan shall not be held liable for any direct, punitive, special, consequential or incidental damages, loss of profit or revenue, loss of business, loss or inaccuracy of data or scope of insurance resulting from the continued use of such plan documents or SPD beyond the dates for which they were intended;
- Assisting in the coordination and preparation of open enrollment, orientation, health fairs, and/or question and answer meetings for Client's employees. and
- Attendance at 2 meetings of the Client's Insurance Committee.

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the Agreement) is entered into **December 1, 2013** (“Effective Date”) by and between **City of Bishop**, the sponsor (“Sponsor”) of one or more health plans (collectively referred hereafter to as the “Plan”) and Keenan & Associates (Business Associate).

**WHEREAS**, the Sponsor has independently contracted with Business Associates to provide services to, for or on behalf of the Plan; and

**WHEREAS**, Plan wishes to allow the Business Associate to have access to PHI including but not limited to, EPHI that is either provided to the Business Associate by the Plan or received and created by the Business Associate on behalf of the Plan in the course of providing its services to, for or on behalf of the Plan;

**WHEREAS**, the Plan is required to comply with HIPAA (including, but not limited to, its Privacy Rule and Security Rule), and other governmental regulations relating to the privacy and security of individuals’ personally identifiable information.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, Plan and Business Associate agree as follows:

### **DEFINITIONS**

#### **Catch-all definition:**

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR §§ 160.103 and 164.501.

#### **Specific definitions:**

(a) **Business Associate** “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to this Agreement, shall mean Keenan & Associates.

(b) **Breach** shall have the same meaning as the term “breach” in 45 CFR § 164.402

(c) **Covered Entity** shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to this Agreement shall mean the health and welfare benefits plans sponsored by the entity that is signatory to this Agreement.

(d) **Individual** shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

(e) **Privacy Rule** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

(f) **Protected Health Information (“PHI”)** shall have generally the same meaning as the term “protected health information” in 45 CFR § 164.501, and for this Agreement shall be limited to the information created or received by Business Associate from or on behalf of the Covered Entity.

(h) **Secretary** shall mean the Secretary of the Department of Health and Human Services or his designee.

(i) **Security Rule** shall mean the Security Standards for the Protection of Electronic Health Information at 45 CFR Part 160 and Part 164, Subpart A and C.

(j) **Electronic PHI (E-PHI)** shall have the meaning found in the Security Rule 45 CFR, Section 160.103.

(k) **Security Incident** shall have the same meaning as the term “security incident” in 45 CFR Parts 160 and 164, subparts A and C

(l) **HIPAA Rules** shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(m) **Designated Record Set** shall have the same meaning as the term “designated record set” in 45 CFR 164.501.

(n) **Subcontractor** shall have the same meaning as the term “subcontractor” in 45 CFR §160.103

(o) **Unsecured PHI** shall have the meaning given the term “unsecured protected health information in 45 CFR § 164.402.

## **OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

### **Business Associate agrees to:**

(a) Business Associate agrees to not request, use, or further disclose PHI other than as permitted or required by the Agreement or as permitted or required by law.

(b) Business Associate agrees that it shall utilize appropriate physical, administrative and technical safeguards to ensure that the PHI is not used or disclosed in any manner inconsistent with this Agreement. Such safeguards shall include, but not be limited to: (1) establishing policies and procedures to prohibit any employee of Business Associate, who does not have a reasonable need for the PHI in order to accomplish an authorized use or disclosure, from accessing such information and to inform all employees of Business Associate whose services may be used to fulfill obligations under this Agreement of the terms of this Agreement; and (2) disclosing to any agent, Subcontractor or other third party, and requesting from Covered Entity, only the minimum PHI necessary to accomplish the intended purpose of the use, disclosure

or request. ("Minimum necessary" shall be interpreted in accordance with the HIPAA Rules.) Business Associate shall provide Covered Entity with such information concerning the safeguards as Covered Entity may reasonably request from time to time.

(c) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the agreement.

(d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

(e) Business Associate agrees to report to Covered Entity, in writing, any use or disclosure by Business Associate of PHI not permitted by this Agreement promptly after Business Associate's first awareness thereof, including but not limited to, any discovery of any inconsistent use or disclosure by Subcontractor of Business Associate.

(f) Report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of Unsecured PHI information as required at 45 CFR 164.410 (without unreasonable delay, and, in no case later than 10 calendar days after discovery of a Breach), and any security incident of which it becomes aware.

(g) Business Associate agrees to require that any Subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, execute a Business Associate Agreement acknowledging its compliance with the HIPAA Rules.

(h) Business Associate agrees to provide access to PHI, at the request of Covered Entity, and in the time and manner reasonably designated by Covered Entity, to Covered Entity, or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524 (within 30 days after receipt of the request unless there is a 30 day extension.)

(i) Business Associate agrees to make any amendment(s) to PHI that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526, and in the time and manner reasonably designated by Covered Entity, in a Designated Record Set, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526 no later than 60 days after the receipt of the request.

(j) Business Associate agrees to make its internal practices, books and records relating to the use and disclosure of the PHI available to the Secretary or the Secretary's designee for the purposes of determining Covered Entity's compliance with the HIPAA Rules. Business Associate shall immediately notify Covered Entity of its receipt of any such request for access, but in no case later than 60 days after the receipt of the request.

(k) Business Associate agrees to document such disclosures of PHI to the extent necessary for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528 no later than 60 days after the receipt of the request.



(l) Maintain and make available the information required to provide an accounting of disclosures to either the Covered Entity, or the Individual, as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528 within 60 days after receipt of the request.

(m) Business Associate agrees to provide Covered Entity, in the time and manner reasonably designated by Covered Entity, information collected in accordance with Section 2(i) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528 no later than 60 days after the receipt of the request.

(n) Business Associate agrees to provide information and documentation concerning Business Associate's compliance with this Agreement to the extent reasonably requested by Covered Entity as necessary to permit to respond to third parties' inquiries of and/or claims against Covered Entity relating to use and/or disclosure of PHI and/or for Covered Entity to comply with law(s) relating to its monitoring of compliance with this Agreement. Business Associate shall, upon Covered Entity's request, certify to Covered Entity that it complies with the terms of this Agreement (no later than 60 days after the receipt of the request).

#### **PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

(a) Except as otherwise limited in this Agreement, Business Associate may obtain and/or use PHI as necessary to perform its obligation to provide services to, for, or on behalf of the Plans, so long as such access and/or use is either permitted or required by law and, provided further, that Business Associate has met all legal requirements for such access and/or use. This specifically includes, but is not limited to, Business Associate's access and/or use of PHI as necessary to perform the services set forth in the Service Agreement.

(b) Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Rules. If the Agreement permits the Business Associate to use or disclose PHI for its own management and administration and legal responsibilities, or for data aggregation services, then disclosure is permitted for the specific uses and disclosures set forth below.

- i) Business Associate may use PHI for proper management and administration of the Business Associate, or to carry out the legal responsibilities of the Business Associate.
- ii) Business associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used, or further disclosed, only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- iii) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

### **OBLIGATIONS OF COVERED ENTITY**

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

(b) Neither Sponsor nor Covered Entity shall request Business Associate to use or disclose PHI in any manner that would not be permitted or required by law if done by Covered Entity.

(c) Covered Entity shall notify Business Associate in writing of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522.

### **INDEMNIFICATION**

(a) Business Associate agrees to indemnify, defend, and hold harmless the Covered Entity, its trustees, officers, directors, employees, agents, or representatives, from any claim or penalty arising out of any improper use and/or disclosure of PHI in violation of the Privacy Regulation, to the extent that such improper use and/or disclosure resulted from Business Associate's negligence or failure to comply with the terms of this Agreement or the Privacy Regulation.

(b) The Sponsor and Covered Entity agree to indemnify, defend and hold harmless Business Associate and/or all of Business Associate's officers, directors, employees, agents, or representatives, from any claim or penalty from any improper use and/or disclosure of PHI, to the extent that such improper use and/or disclosure resulted from the Sponsor's or Covered Entity's negligence, failure to comply with the terms of this Agreement or the Privacy Regulation, or was based upon the Sponsor's or Covered Entity's written direction to use and/or disclose PHI in the manner challenged.

### **SECURITY**

Business Associate agrees to:

i) Implement safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity;

ii) Ensure that any Subcontractor, to whom it provides this information agrees to implement reasonable and appropriate safeguards;

iii) Report on a quarterly basis to the Covered Entity, in writing, any Security Incident involving Covered Entity's data. If, however, a Security Incident results in the unauthorized disclosure of Unsecured PHI, Business Associate shall notify Covered Entity in accordance with the Breach notification provisions below.

iv) Notify Covered Entity no later than ten (10) days after discovery of a Breach of Unsecured PHI.<sup>1</sup>

v) Perform the four factor risk assessment of any Breach that is discovered in accordance with the HIPAA Rules to determine if notification is required, and advise Covered Entity of its findings.

vi) Make its policies and procedures, and documentation required by this subpart relating to such safeguards, available to the Secretary for purposes of determining the Covered Entity's compliance with 45 CFR Parts, 162 and 164 and;

vii) Authorize termination of the contract by the Covered Entity if the Covered Entity determines that the Business Associate has violated a material term of the contract.

### **Term and Termination**

(a) The Term of this Agreement shall be effective as of the effective date herein and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Upon Covered Entity's knowledge of a material Breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement. If the Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; Covered Entity shall have the right to immediately terminate this Agreement. Such termination shall not abrogate any rights which Covered Entity has against Business Associate for violation of this Agreement.

(c) Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

i) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

ii) Return to Covered Entity (or, if agreed to by Covered Entity, destroy) the remaining PHI that the Business Associate still maintains in any form;

iii) Continue to use appropriate safeguards and comply with the HIPAA Rules regarding the use and disclosure of the PHI, for as long as Business Associate retains the PHI;

---

<sup>1</sup>Covered Entity has 60 days from the discovery date of a reportable Breach to report said Breach to the Individual and HHS (if Breach involves 500 or more Individuals.)

iv) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions which applied prior to termination; and

v) Return to Covered Entity (or, if agreed to by Covered Entity, destroy) the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

### Miscellaneous

(a) A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

(b) No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party to be charged. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Business Associate and Covered Entity to comply with the requirements of the HIPAA Rules.

(c) Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits both parties to comply with the HIPAA Rules and/or other applicable law.

(d) Notices:

(i) All reports or notices to Covered Entity pursuant to this Agreement shall be sent to the names and addresses listed on the signature page, or to such other individuals and/or addresses as a party may later designate in writing. Unless expressly prohibited under the HIPAA Rules, such notices and reports may also be sent via email.

(ii) All such reports or notices shall be sent by First Class Mail or express courier service, and shall be deemed effective when delivered, or if refused, when delivery is attempted.

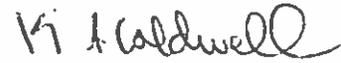
(e) Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Sponsor, Covered Entity, Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

(f) This Agreement constitutes the complete agreement of the parties relating to the access, use, disclosure and security of PHI and, except as otherwise provided herein, supersedes all prior representations or agreements, whether oral or written, with respect to the confidentiality and security of PHI.

(g) The parties hereby agree and affirm that the subject matter of this Agreement is unique, and that it may be impossible to measure the damages which would result to Covered Entity from violations by Business Associate of the agreements set forth herein. Accordingly, in addition to any other remedies which Covered Entity may have at law or in equity, the parties hereby agree that either party shall have the right to have all obligations and other provisions of this Agreement specifically performed by the other party, as applicable, and that either party shall have the right to seek preliminary and permanent injunctive relief to secure specific performance, and to prevent a breach or contemplated breach, of this Agreement, without, in any case, proof of actual damages.

(h) Disputes arising out of or relating to this Agreement which cannot be resolved by negotiation between the parties shall be submitted to non-binding mediation. If the dispute is not resolved through mediation, it shall be resolved by final and binding arbitration administered by JAMS dispute resolution service pursuant to its Streamlined Arbitration Rules and Procedures, or such other arbitration procedures as agreed to in writing by the Parties. Negotiation, mediation, and arbitration shall be the exclusive means of dispute resolution between Client and Keenan and their respective agents, employees and officers. The site of the arbitration shall be in Inyo County, California. A judgment of any court having jurisdiction may be entered upon the award.

IN WITNESS WHEREOF, the parties hereto hereby set their hands as of the date first above written.

City of Bishop, as Sponsor and Representative of the Plan(s)		Keenan & Associates	
Signature:		Signature:	
By:	Keith Caldwell	By:	Steve Gedestad
Title:	City Administrator	Title:	Municipality Practice Leader
Address:	377 West Line Street	Address:	2355 Crenshaw Blvd., Ste. 200
	Bishop, CA 93515		Torrance, CA 90501
Telephone:	760-873-5863	Telephone:	310 212-0363
Attention:	Robin Picken	Attention:	Privacy Officer

**BISHOP FIRE DEPARTMENT  
ACTIVITY LOG**

29

November, 2013

DATE	RunID #	ACTIVITY	City	District	Contract	Other
1-Nov		Day Care Inspection	*			
1-Nov		Plan Check Sprinkler	*			
1-Nov		Plan Check Life Safety	*			
1-Nov	13-0111195	Police Assist, Bishop Canal at South Fork of Bishop Creek		7		
3-Nov	13-0311196	Vehicle vs Power Pole, West Line at Meadow Lane		12		
3-Nov	13-0311197	Unauthorized Burning, 663 See Vee Lane			*	
5-Nov	13-0511198	Fire Out Investigation, Arson 785 N Main St.	*			
5-Nov	13-0511199	Two Vehicle T.C., In front of 2610 West Line St.		13		
5-Nov		Training/Vehicle Extrication, Tools and Techniques	10	11		
5-Nov	13-0511200	Good Intent, Hot Brakes, Front of Parking Lot South Main	21			
6-Nov		Life Safety Inspection, 213 Academe Street	*			
6-Nov	13-0611201	Good Intent, Cancelled En Route, Aspendale				12
6-Nov		Departmental Meeting	14	14		
10-Nov	13-1011202	Good Intent, 286 North Tumbleweed		22		
11-Nov	13-1111203	Good Intent, Highway 395 at Mill Creek				13
13-Nov		Work Night	11	11		
14-Nov	13-1411204	Two Vehicle T.C., South Warren at West South St.	14			
14-Nov	13-1411205	CO Alarm Activation, No CO, 777 Orinda Drive		14		
15-Nov	13-1511206	Brush Fire, Hobson St at Keoghs Street	14			
16-Nov		Sprinkler Inspection	*			
16-Nov	13-1116207	Service Call, Water Removal, 3129 S. Tumbleweed Dr.		14		
18-Nov		Training/Classroom, Structure Protective Gear	1			
19-Nov		Sprinkler Inspection	*			
19-Nov	13-1911208	Good Intent, Authorized Burning, East of Town		9		
19-Nov		Training/Drill, Ground Ladders and Chimney Fires Tactics	12	13		
19-Nov		Training/Drill, Hydrant Taking and Forward Lays	1	1		
20-Nov		Departmental Meeting	15	14		
21-Nov	13-2111209	Arson Fire Investigation, 325 Sneden Street	*			
22-Nov		Training/Classroom, Structure Protective Gear		1		
23-Nov	13-2311210	Fire Alarm Activation, Malfunction, 205 N Flower St.	16			
24-Nov	13-2411211	Vehicle Fire, 2683 Irene Way		18		
25-Nov		Training/Live Fire, Fire Attack	1	3		
26-Nov	13-2611212	Vehicle Into Structure, 808 Home Street.	20			
26-Nov	13-2611213	HazMat Propane Leak, 390 N Barlow Ln. Barlow Gym				13

19 \* 101 Response only

**Total Responding Personnel**

City	150
District	190
Contract	13
Other	25

**Totals Calls**

7
8
2
2
<hr/> 19

**TO:** CITY COUNCIL

**FROM:** KEITH CALDWELL, CITY ADMINISTRATOR *KSC*

**SUBJECT:** Council consideration to Approve Water and Sewer Notice

**DATE:** December 9, 2013

**Attachments:**

- Staff Memo
- Draft Notice and Proposed Public Hearing and Fees.

**BACKGROUND/SUMMARY**

Director Grah provides background information and the proposed water and sewer fee changes. As part of Proposition 218 a public hearing to rate changes must be held, and all property owners affected by the changes must be notified, 45 days in advance of the scheduled hearing.

The scheduled public hearing is for 4:00 p.m. February 10, 2014.

**RECOMMENDATION**

Council consideration to approve public hearing notice and proposed water and sewer fees.



**To:** Keith Caldwell, City Administrator <sup>KAC</sup>  
**From:** David Grah, Director of Public Works   
**Subject:** Approve 2013 Water and Sewer Fee Notice  
**Date:** 2 December 2013  
**Previous:** 7 May 2012, 19 November 2012, 15 May 2013, 18 November 2013

**General:**

The notice is ready for a water and sewer fee public hearing in February.

**Background:**

The Bishop Water and Sewer Commission presented its water and sewer fee recommendations to the City Council at its regular 25 November 2013 meeting. The Commission's recommendations largely reflected the results of a recent water and sewer fee study completed by consultant. The City Council accepted the Commission's recommendations.

Water and sewer fee changes are subject to Proposition 218. Proposition 218 requires that a public hearing on the fees be held and that property owners affected by fee changes be notified of the hearing 45 days in advance. The public hearing for the 2013 study is proposed for the City Council meeting 10 February 2014.

Hearings such as this one and that are required by Proposition 218, are sometimes called "protest hearings". They get this name because a purpose of the hearing is to hear and receive protests from property owners affected by fee changes. If more than 50% of the properties in the city protest fee adjustments, the fee changes can not be made.

The attached draft notice includes the proposed public hearing and fees. The notice shows current fees and the proposed fees over the 2014/2015 through 2018/2019 fiscal year period. If approved, the notice will be mailed to all property owners and water and sewer bill payers. It is expected to be sent before 20 December.

**Recommendation:**

Approve the notice of public hearing and proposed water and sewer fees.



*Small Town with a  
Big Backyard!*

# CITY OF BISHOP

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

## City of Bishop

### Notice of Proposed Water and Sewer Fee Changes and Public Hearing

#### **Proposed Water and Sewer Fees:**

The City of Bishop proposes to change its water and sewer fees starting in July 2014 and continuing through June 2019. Fee changes are to fund operating and maintenance costs, pay for critical repairs and replacements to the city's infrastructure, comply with mandated health and environmental requirements, and improve fairness.

The proposed water and sewer fees are shown on the back of this page and reflect changes to customer categories and annual increases for inflation.

#### **Public Hearing:**

Before taking action on the proposed fees, the City Council will hold a public hearing on February 10, 2014 at 7:00 pm, or as soon thereafter as the matter may be heard, in the City Council chambers, 301 West Line Street. Upon conclusion of the hearing, the Council will consider adoption of the proposed fees. If written protests against the proposed fees are submitted by a majority of affected parcels, the City will not approve the proposed fees.

#### **Your Rights Under Proposition 218:**

You may file a written protest against the proposed fee changes with the City Clerk at or before close of the Public Hearing on February 10, 2014. Only one protest will be counted per parcel and each protest must be in writing. The protest must be received by the time of the hearing. Postmarks do not count.

#### **A written protest must:**

- identify the affected parcel number or address
- identify the person signing the protest as property owner or tenant and
- include an original signature with the date of signature.

A protest by a trust must be signed by the Trustee. Protests by corporations, partnerships or similar entities must be signed by a person authorized to execute documents on behalf of the entity. Protests may be submitted at the public hearing or prior to the hearing by mail or hand delivery to the City Clerk at 377 West Line Street. Emails will not be accepted.

#### **Questions:**

If you have questions about the proposed water and sewer fees, please contact David Grah, Public Works Director at 760-873-8458 or at publicworks@ca-bishop.us.

**Proposed Water Fees:**

User Category	Basis	Monthly Fee					
		Current	Proposed				
		July 2013	July 2014	July 2015	July 2016	July 2017	July 2018
Single Family Residence	Each	\$ 34.00	\$ 34.00	\$ 35.00	\$ 36.00	\$ 36.00	\$ 37.00
Multiple Family Residence (detached)	Unit	\$ 27.20	\$ 25.50	\$ 26.25	\$ 27.00	\$ 27.00	\$ 27.75
Multiple Family Residence (attached)	Unit	\$ 27.20	\$ 23.80	\$ 24.50	\$ 25.20	\$ 25.20	\$ 25.90
Church	Each	\$ 34.00	\$ 34.00	\$ 35.00	\$ 36.00	\$ 36.00	\$ 37.00
Hall	Each	\$ 34.00	\$ 34.00	\$ 35.00	\$ 36.00	\$ 36.00	\$ 37.00
Hospital	Bed	\$ 11.33	\$ 11.90	\$ 12.25	\$ 12.60	\$ 12.60	\$ 12.95
School	Student	\$ 1.36	\$ 1.36	\$ 1.40	\$ 1.44	\$ 1.44	\$ 1.48
Fairgrounds	Each	\$ 238.00	\$ 170.00	\$ 175.00	\$ 180.00	\$ 180.00	\$ 185.00
Gas Station	Island	\$ 13.60	\$ 13.60	\$ 14.00	\$ 14.40	\$ 14.40	\$ 14.80
Car Wash	Stall	\$ 102.00	\$ 102.00	\$ 105.00	\$ 108.00	\$ 108.00	\$ 111.00
Beauty or Barber Shop	Each	\$ 34.00	\$ 34.00	\$ 35.00	\$ 36.00	\$ 36.00	\$ 37.00
Restaurant	Seat	\$ 3.40	\$ 3.40	\$ 3.50	\$ 3.60	\$ 3.60	\$ 3.70
Bar	Seat	\$ 2.72	\$ 2.72	\$ 2.80	\$ 2.88	\$ 2.88	\$ 2.96
Hotel Room	Each	\$ 8.50	\$ 8.50	\$ 8.75	\$ 9.00	\$ 9.00	\$ 9.25
Laundry and Laundromat	Washer	\$ 27.20	\$ 23.80	\$ 24.50	\$ 25.20	\$ 25.20	\$ 25.90
Trailer Dump Facility	Each	\$ 68.00	\$ 68.00	\$ 70.00	\$ 72.00	\$ 72.00	\$ 74.00
General Commercial	Toilet	\$ 34.00	\$ 32.30	\$ 33.25	\$ 34.20	\$ 34.20	\$ 35.15
Brewery (with pretreatment)	1KBbl/Yr	-	\$ 6.80	\$ 7.00	\$ 7.20	\$ 7.20	\$ 7.40
Irrigation	Acre	-	\$ 10.20	\$ 10.50	\$ 10.80	\$ 10.80	\$ 11.10
Other	Case by case	-	\$ -	\$ -	\$ -	\$ -	\$ -

**Proposed Sewer Fees:**

		Monthly Fee					
		Current	Proposed				
		July 2013	July 2014	July 2015	July 2016	July 2017	July 2018
Single Family Residence	Each	\$ 29.30	\$ 30.00	\$ 30.00	\$ 31.00	\$ 32.00	\$ 32.00
Multiple Family Residence (detached)	Unit	\$ 23.44	\$ 22.50	\$ 22.50	\$ 23.25	\$ 24.00	\$ 24.00
Multiple Family Residence (attached)	Unit	\$ 23.44	\$ 21.00	\$ 21.00	\$ 21.70	\$ 22.40	\$ 22.40
Church	Each	\$ 28.24	\$ 30.00	\$ 30.00	\$ 31.00	\$ 32.00	\$ 32.00
Hall	Each	\$ 28.24	\$ 30.00	\$ 30.00	\$ 31.00	\$ 32.00	\$ 32.00
Hospital	Bed	\$ 9.77	\$ 10.50	\$ 10.50	\$ 10.85	\$ 11.20	\$ 11.20
School	Student	\$ 1.05	\$ 1.20	\$ 1.20	\$ 1.24	\$ 1.28	\$ 1.28
Fairgrounds	Each	\$ 197.68	\$ 210.00	\$ 210.00	\$ 217.00	\$ 224.00	\$ 224.00
Gas Station	Island	\$ 55.67	\$ 12.00	\$ 12.00	\$ 12.40	\$ 12.80	\$ 12.80
Car Wash	Stall	\$ 64.97	\$ 90.00	\$ 90.00	\$ 93.00	\$ 96.00	\$ 96.00
Beauty or Barber Shop	Each	\$ 29.30	\$ 30.00	\$ 30.00	\$ 31.00	\$ 32.00	\$ 32.00
Restaurant	Seat	\$ 2.93	\$ 3.00	\$ 3.00	\$ 3.10	\$ 3.20	\$ 3.20
Bar	Seat	\$ 2.34	\$ 2.40	\$ 2.40	\$ 2.48	\$ 2.56	\$ 2.56
Hotel Room	Each	\$ 14.06	\$ 7.50	\$ 7.50	\$ 7.75	\$ 8.00	\$ 8.00
Laundry and Laundromat	Washer	\$ 21.74	\$ 21.00	\$ 21.00	\$ 21.70	\$ 22.40	\$ 22.40
Trailer Dump Facility	Each	\$ 58.60	\$ 60.00	\$ 60.00	\$ 62.00	\$ 64.00	\$ 64.00
General Commercial	Toilet	\$ 29.30	\$ 28.50	\$ 28.50	\$ 29.45	\$ 30.40	\$ 30.40
Brewery (with pretreatment)	1KBbl/Yr	-	\$ 6.00	\$ 6.00	\$ 6.20	\$ 6.40	\$ 6.40
Irrigation	Acre	-	\$ -	\$ -	\$ -	\$ -	\$ -
Other	Case by case	-	\$ -	\$ -	\$ -	\$ -	\$ -

**TO:** CITY COUNCIL

**FROM:** KEITH CALDWELL, CITY ADMINISTRATOR *KSC*

**SUBJECT:** Request for Proposals (RFP) – City of Bishop General Plan -  
Update Economic Development Element

**DATE:** December 9, 2013

**Attachments:**

- Staff Memo
- Draft RFP – City of Bishop General Plan – Update Economic Development Element

**BACKGROUND/SUMMARY**

Public Services Officer Schley has provided background and a summary for the issuance of the RFP.

**RECOMMENDATION**

Council consideration to advertise for Request for Proposals for the City of Bishop General Plan – Update Economic Development Element.

## MEMORANDUM

Date: December 2, 2013

To: Keith Caldwell, City Administrator 

From: Gary Schley, Public Services Officer

Subject: RFP for an update of the General Plan Economic Development Element.

Background: The City was recently awarded a Planning and Technical Assistance Grant through the Housing and Community Development Department (HCD) Community Development Block Grant (CDBG) program. The grant will be used to revise the City's Economic Development Element. The City, is seeking a qualified consultant to assist in the preparation of the proposed Economic Development Element update.

Recommendation: Review and approve the advertisement of the Request for Proposal Economic Development Element.

Attachment: Request for Proposal Economic Development Element



# CITY OF BISHOP

377 West Line Street - Bishop, California 93514  
Post Office Box 1236 - Bishop, California 93515  
760-873-5863 fax (760) 873-8473

## **REQUEST FOR PROPOSALS**

### **ECONOMIC DEVELOPMENT ELEMENT**

The City of Bishop, California, is seeking a qualified consultant to assist in the preparation of an update to the Economic Element of its General Plan.

#### **Background**

The City of Bishop is located in the spectacular Eastern Sierra region of California roughly half way between Los Angeles and Reno, Nevada. It is the only incorporated community in Inyo County and has a population of 3,879. Although a small city, Bishop and its surrounding area is the primary commercial and population center in the region and supports a total area population of roughly 14,000. Primary industries include tourism and recreation, government, and related support services. However, mining and agriculture are also important to Bishop's heritage.

Bishop is surrounded by public lands administered by the United States Bureau of Land Management and the USDA Forest Service, lands owned and administered by the City of Los Angeles, unincorporated Inyo County, and is abutted by the Bishop Paiute Reservation.

#### **Purpose**

The city is currently engaged in a comprehensive update of its General Plan. The 2014-2019 Housing Element update is now nearing completion in accordance with the schedule mandated by the state. The City's Mobility Element Update was completed early in 2012, and the Land Use Element and Municipal Code are scheduled for review and updating over the next few years (depending on funding availability). The Economic Development Element must address programs that are sustainable from a long-term business perspective, reflect the strengths of the community and surrounding jurisdictions (including the County of Inyo, the Bishop Paiute Tribe and the Town of Mammoth Lakes in Mono County), its small-town atmosphere, values regarding protection of its unique environmental setting, and opportunities recently created through installation of a fiber optic cable providing high quality bandwidth to communities along the entire length of the Owens Valley.

The Economic Development Element will outline the basic strategy for enhancing the community's economy as well as outlining policies for implementation. It should:

1. Coordinate economic development goals with land use and mobility policies.
2. Address the recommendations of the 2011 Retail Gap Analysis.
3. Coordinate economic development policies with Inyo County and the Bishop Paiute Tribe.
4. Identify strategies and implementation programs - develop specific programs for sustainable business retention and growth, attraction of new investment, and job creation.

The City was recently awarded a Planning and Technical Assistance Grant through the Housing and Community Development Department (HCD) Community Development Block Grant (CDBG) program. The grant will be used to revise the City's Economic Development Element consistent with discussion in this RFP. More information on this grant program can be found at the HCD web site: [http://www.sgc.ca.gov/planning\\_grants.html](http://www.sgc.ca.gov/planning_grants.html).

In January of 2011, a Retail Gap Analysis was prepared for the community. The Economic Development Element should build on the findings of that report. It is available on the Bishop web site at [www.ca-bishop.us/Administration/RetailGapAnalysis.htm](http://www.ca-bishop.us/Administration/RetailGapAnalysis.htm). An additional resource for background on Bishop is ABC (About the Bishop Community)/2000. This document, prepared by a citizens committee, establishes a vision for Bishop and principles for achieving that vision. It provides excellent information on the community and its issues as they existed in 1999. ABC/2000 can be found at <http://www.ca-bishop.us/Misc/ABC2000.pdf>

Tourism is a major driver of the Bishop area economy. The demand for visitor services comes from both local visitation and from travelers on U.S. 395 passing through Bishop on the way to other regional destinations. Major destinations in the region include the numerous attractions of the Inyo National Forest, Death Valley National Park, Yosemite National Park, Sequoia and Kings Canyon National Parks, and Mammoth Mountain Ski Area.

Recreational activities in the area encompass the full gamut of outdoor pursuits including fishing, hiking, equestrian, off-highway vehicles, running, bicycling, photography, and sightseeing. In recent years, Bishop has also become an internationally renowned Mecca for rock climbing. Bishop hosts numerous events and activities throughout the year. Foremost among these are Mule Days, the Tri-County Fair, and the Millpond Music Festival.

Other regional initiatives are under way that could provide opportunities for economic expansion. Two of particular note are the Digital 395 project and expansion of the Bishop Airport. Digital 395 is a broadband “middle mile” project that will construct a fiber network along U.S. 395 from Barstow, California to Reno, Nevada, providing vastly expanded opportunities for broadband connectivity within the region. The recent procurement by Inyo County of a long-term lease for the Bishop Airport now allows for investment and improvement of facilities to permit commercial air service and to enhance general aviation. The Economic Development Element should explore the opportunities provided by these improvements and make recommendations for capitalizing on the enhanced infrastructure.

As noted above, the majority of the population in the Bishop vicinity lives outside the city limits. The Economic Development Element will consider and integrate the economic development interests of the Bishop Paiute Tribe, Inyo County, and Mono County.

### **Scope**

The Economic Development Element must include an analysis of existing conditions. This can build on existing studies including the Retail Gap Analysis and the Bishop Paiute Tribe Community Development and Diversification Plan.

The Economic Development Element will identify issues and opportunities, develop strategies to address opportunities, build on existing strengths, and provide program prioritization. A SWOT (Strength, Weaknesses, Opportunities, and Threats) assessment should be included.

*Guiding principles for Economic Development identified to date are:*

1. Build on Bishop’s strengths, values, and interests
2. Take advantage of new technologies and opportunities
3. Integrate effectively with other regional initiatives
4. Provide diversity and stability

### *Strategic Approach*

The Economic Development Element will provide overall strategic direction. It will provide recommendations for land use policies and programs to integrate with and direct the later General Plan Land Use Element Update, and will provide direction to the City for actions to take advantage of opportunities and to reinforce existing strengths.

### *Project Management*

The Economic Development Element Update should include strong project management as part of the overall process. Management tasks and responsibilities are outlined below:

- Conducting monthly meetings of a working group including City representatives, the consultant team, and potentially including representatives of the surrounding key jurisdictions (Paiute Tribe and Inyo County). Tasks will include agenda preparation, meeting management, preparation of meeting summaries, and follow-up on action items.
- Establishment of and coordination with a committee of community representatives that will provide input on potential economic development activities, review and comment on draft documents, and engage the ensure that the larger community is informed and given opportunities for general input as appropriate.
- Coordination of community outreach open house meetings and ongoing updates including information for the City website, announcements in the local newspaper, and presentations at meetings of local community groups (Rotary, Chamber, etc.).
- Assistance to the City in managing the budget and communicating with the City Council and Planning Commission at key points.

### **Proposal Requirements**

All proposals must include:

- A Letter of interest signed by an authorized representative summarizing the approach and highlighting the main components of the proposal.
- An overview of the firm(s) identifying principals and including resumes.
- Relevant experience in the areas of rural communities; recreation and tourism; agency coordination (counties, cities, federal agencies, and tribes); sustainability; broadband infrastructure, general plan preparation, and California planning laws and policies.
- Approach to services covering public outreach, interagency coordination, document preparation and delivery, and such other components as the consulting firm considers appropriate to the task.
- Analytical approach, describing data sources and collection, addressing knowledge gaps, integrating community objectives, and overall strategy.
- Budget and schedule

## **Submission requirements**

Proposals must be submitted by February 21, 2014. Please provide one electronic copy in .PDF and 5 hard copies.

*Proposals shall be submitted to:*

Keith Caldwell, City Administrator/Planning Director  
City of Bishop  
377 West Line Street  
Bishop, CA 93514  
Phone- 760-873-5863

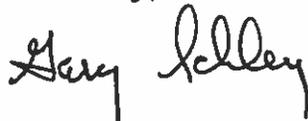
Expect that an interview will be required, most likely during March and consultant selection is anticipated be made in April of 2014. Final terms may be modified in response to State of California grant requirements. Consultant selection will be based on the strongest overall proposal, not necessarily the lowest cost.

Questions may be directed to:

Keith Caldwell, City Administrator/Planning Director  
377 West Line Street  
Bishop, CA 93514  
Phone- 760-873-5863

Thank you for your interest.

Sincerely,



For:  
Keith Caldwell  
City Administrator

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR KSC

SUBJECT: Council consideration to Terminate Dispatch Services for Symons  
Emergency Specialties

DATE: December 9, 2013

Attachments:

- Staff Memo
- Agreement for Ambulance and EMS Dispatch Services
- Correspondence between City Staff and Symons Emergency Services
- News Article from North County Times

BACKGROUND/SUMMARY

Police Chief Carter has provided a detailed background and summary of the ongoing issues between Symons Emergency Services and the City of Bishop.

Included in the Police Chief's information is a long list of correspondence with Symons Emergency Specialties detailing the City's effort to manage and maintain positive communication and appropriate payment for services rendered.

The Council has been made aware of the non-responsive nature of Symons Emergency Specialties and the outstanding balance of thousands of dollars owed to the City.

It would be staff's recommendation to cease providing dispatch services for Symons Emergency Specialties on January 1, 2014 and collect payment through appropriate legal means.

RECOMMENDATION

Council consideration to terminate dispatch services for Symons Emergency Specialties.



# BISHOP POLICE DEPARTMENT

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

Chris Carter, Chief of Police

To: Members of the Bishop City Council via  
Mr. Keith Caldwell, City Administrator *KTC*

From: Chris Carter, Chief of Police *[Signature]*

Date: November 27, 2013

Subject: Request to Consider Termination of Services-Symons Emergency Specialties

As Council is aware, the Police Department is currently providing Emergency Dispatch Services to Symons Ambulance. This service is in accordance with a contract entered in July of 2012. Since entering into this agreement, Symons has continually been delinquent in remittance and unresponsive to recent request to renew their contract and bring their account into balance.

Currently Symons is in arrears in an amount of approximately \$13,000.00. While the City was recently engaged in negotiations with Symons in an attempt to renew the contract and perhaps come to some agreement on new terms, Symons has not responded to the Council's request to provide financial documentation of their alleged hardships. This documentation would help validate their requests that we significantly reduce our charges for providing Dispatch Services. In addition, Symons has made no attempt to bring their account current, despite their stated intent to do so.

I would ask the Council to review the documents attached to this memo and with these facts in mind, I would further ask that the Council take action to discontinue the providing of dispatch services to Symons Ambulance, effective January 1, 2013. I am available at your convenience if you have questions.

CONTRACT

AGREEMENT FOR AMBULANCE AND EMS DISPATCH SERVICES

This Agreement for Ambulance and EMS Dispatch Services ("Agreement") is made this 30 day of June, 2012 at Bishop, Inyo County, California by and between the City of Bishop, a municipal corporation ("City") and Symons Emergency Specialties, Inc., a California corporation ("Symons") and is made with reference to the following:

RECITALS

WHEREAS, Symons is in the business of providing ambulance and EMS services within the City and immediately surrounding area.

AND WHEREAS, City has heretofore provided ambulance and EMS dispatch services to Symons.

AND WHEREAS, City and Symons wish to formalize their agreement respecting ambulance and EMS dispatch services.

AGREEMENT

Now therefore, City and Symons agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated into this Agreement as an operative part hereof.

2. Term of Agreement. This Agreement shall commence on July 1, 2012 and shall continue to and including June 30, 2013.

3. City's Provision of Ambulance and EMS Dispatch Services. The City hereby agrees to continue to provide emergency Ambulance dispatching services to Symons for a period of twelve (12) months commencing July 1, 2012. These services will include acting as the primary PSAP 9-1-1 answering point for the service area currently covered by Symons in the area of, and surrounding, the City of Bishop, California for those persons or entities requesting response of Ambulance/ Emergency Medical Services. These services also include radio dispatching of EMS/Ambulance response to the requested location, Computer Aided Dispatch (CAD) tracking of calls for service, response times and locations, records of response history, time on scene and hospital arrival times in accordance with past practices associated

with this service. City further agrees to furnish and supply all necessary personnel, supervision, and administration required to fulfill the dispatching function equal to services provided by City to Symons immediately prior to the execution of this Agreement.

4. Symons Payment for Ambulance and EMS Dispatch Services.

Symons agrees to pay City an amount equal to twenty dollars (\$20.00) per emergency call received by City that results in the dispatching and arrival of an Ambulance/EMS Service to the requested location. This amount shall be totaled and a bill submitted to Symons monthly beginning on August 1, 2012. Symons agrees to pay such billing amount within fifteen (15) calendar days of receipt. Payment may not be withheld pending disputes of any call(s) for service. City agrees to refund any amounts which parties agree have been billed in error. Symons further agrees to cover any associated costs with maintenance or repair of existing equipment that is exclusively required in order for City to provide the agreed services, and to furnish and pay for any additional equipment necessary, or which may become necessary, during the term of this agreement. City agrees to provide copies of any invoices or estimates for work done to Symons and reserves the right to establish and contract with third parties providing equipment or repair service under this agreement

5. Symons Indemnification of City. Symons hereby covenants and agrees to defend and hold and save City, and it's officers, agents, and employees, harmless from all claims whatsoever that may arise by virtue of, or related to, Symons, or its officers, agents and employees, actions or omissions. City shall be an additional named insured on Symons liability insurance. A copy of said insurance naming City as an additional insured shall be provided to City on or before July 1, 2012. The City shall not be deemed to have assumed any liability for the independent acts of Symons, its officers, agents, or employees.

6. Symons Acknowledgements and Commitments. Symons acknowledges that current 9-1-1 Emergency Communications Operators (Dispatchers) of the City are not trained or certified in EMS Dispatching in accordance with the recommendations of the State of California, Department of Health and Human Services/California Emergency Medical Services Authority. Symons further acknowledges that Dispatchers are not

certified, qualified, or permitted to provide pre-arrival medical care instructions to persons requesting emergency ambulance/EMS services from Symons. Symons agrees that should the foregoing become mandated by law, then Symons shall provide, at its own cost, a third party entity, certified and recognized by the State of California, Department of Health and Human services/Emergency Medical Services Authority, that Dispatchers of the City may transfer callers to in the event that pre-arrival medical instructions are deemed necessary by the Dispatcher. In lieu of providing a third party, may provide or arrange for training and certification of City Emergency Communications Operators (Dispatchers) in Emergency Medical Dispatch Services and pay all costs associated with such training, including the costs of such training itself, and the wages, benefits, travel costs, per-diem of all persons giving and receiving such training.

7. Records. Records generated and/or related to services provided by the City to Symons under this Agreement shall be prepared and maintained in accordance with all applicable local, state, and/or federal laws in effect at the time such records are generated. City and Symons agree to make said records (except those protected by privilege or otherwise protected under applicable law) available to each other upon request and reasonable notice during business hours.

8. Construction, Jurisdiction and Preparation. This Agreement shall be construed as having been made and delivered within the State of California and shall be governed by the laws of the State of California for all purposes. Any action at law, suit in equity, or judicial proceeding for the enforcement or interpretation of this Agreement, or any provision thereof, shall be instituted and maintained only in the Superior Court of California, County of Inyo. As a condition of this Agreement, the parties acknowledge and agree that this Agreement shall be deemed to be, and construed to have been, prepared mutually by each party. The parties expressly agree that any uncertainty or ambiguity therein shall not be construed against either party.

9. Termination, Amendment and Renewal. This Agreement may be terminated without cause by either party upon sixty (60) days prior

written notice. The terms of this Agreement may be amended by mutual agreement of the parties. The party seeking an amendment shall submit a written request for amendment to the other party. The request shall clearly describe the proposed change and why the change is necessary. The responding party shall schedule a review of the request within thirty (30) days from receipt of the request and shall respond within forty-five (45) days from the receipt of the request. The responding party may approve, deny, or suggest modifications to the proposed amendment. Any amendment shall be in writing, shall refer specifically to this Agreement, and shall be executed by both parties. This Agreement may be renewed in current form, or with modifications, and changes, upon mutual consent and agreement of the parties.

10. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the heirs, assigns and successors in interest of the parties.

12. Counterparts. This Agreement may be executed in multiple counterparts.

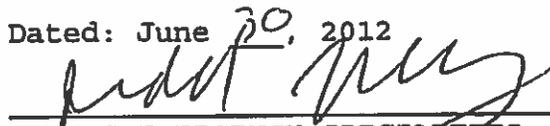
13. Additional Documents. The parties agree to execute such additional documents and to do such further things as are reasonably necessary to affect the purposes of this Agreement.

IN AGREEMENT HERETO, the parties have below set their hands and affixed their seals on the dates written below.

Dated: <sup>JULY 9</sup> June \_\_, 2012

  
CITY OF BISHOP BY:  
DAVID STOTTELMYRE, MAYOR

Dated: June 30, 2012

  
SYMONS EMERGENCY SPECIALTIES,  
INC. BY: JUDD SYMONS, PRESIDENT



# BISHOP POLICE DEPARTMENT

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

Chris Carter, Chief of Police

Mr. Judd Symons  
Symons Emergency Specialties  
212 W. Line St.  
Bishop, CA 93514

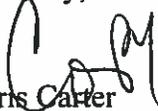
November 19, 2012

Dear Mr. Symons,

As you know, the City of Bishop/Bishop Police Department and Symons Emergency Specialties entered into a contractual agreement in July of this year. The terms of this contract involved the Bishop Police Department providing Dispatch Services to Symons Emergency Specialties for a per-call fee, agreed to by both parties. The contract also specified billing and payment requirements which specified that payment for billed amounts would be remitted within 30 days of receipt.

As of this date, the City of Bishop has delivered billing to your Organization for the months of July, August, September and October, 2012 for a total amount due of \$5140.00. Currently, our records reflect that you have paid a total of \$1400.00, thereby leaving an outstanding balance of \$3740.00 for the months of August, September, and October. If there are issues that I am unaware of or if your records reflect something other than what is outlined above, please contact my Office as soon as possible to arrange a meeting. Otherwise, I must request that you remit the balance due no later than December 15, 2012. Failure to do so will result in our delivering 60 days notice of intent to terminate the agreement and discontinue services. Please contact me at your convenience if you have any questions.

Sincerely,



Chris Carter



# BISHOP POLICE DEPARTMENT

---

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

Chris Carter, Chief of Police

Mr. Judd Symons  
Symons Emergency Specialties  
212 W. Line St.  
Bishop, CA 93514

June 10, 2013

Dear Mr. Symons,

As you may be aware, your contract for Dispatch Services with the City of Bishop will expire on July 1, 2013. As of this date, you are approximately \$8,170.00 in arrears. This amount is for services rendered from January through April of 2013 and equipment upgrades mandated by the FCC. According to the terms of the contract, balances invoiced are payable within 30 days of receipt. Please find attached copies of outstanding balances due.

If you do not wish to renew your contract for Dispatch Services, please notify this office immediately. If you do wish to renew your contract, please remit any and all unpaid balances. Failure to remit by July 1, 2013 will result in our delivering the required 60 days notice of intent to discontinue providing Dispatch services to you. If you wish to discuss amendments or changes to the existing contract prior to renewal, please contact me and we can schedule a meeting. I am available at your convenience should you have questions.

Sincerely,

  
C. Carter



# BISHOP POLICE DEPARTMENT

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

Chris Carter, Chief of Police

Mr. Judd Symons  
Symons Emergency Specialties  
212 W. Line St.  
Bishop, CA 93514

August 9, 2013

Dear Mr. Symons,

As you know, the City of Bishop/Bishop Police Department and Symons Emergency Specialties entered into a contractual agreement in July of 2012. The terms of this contract involved the Bishop Police Department providing Dispatch Services to Symons Emergency Specialties for a per-call fee, agreed to by both parties. The contract also detailed billing and payment requirements which specified that payment for billed amounts would be remitted within 30 days of receipt.

On June 10, 2013, you were notified by mail that your account was approximately \$8,170.00 in arrears. You were notified at that time that unless your account was brought current, you would be notified of our intent to discontinue services. Shortly thereafter, you remitted payment for services rendered for the months of January and February of 2013, however have not made any additional payments since that time. Currently, our records indicate that you are delinquent in the amount of \$7,777.40 and have not paid for services rendered for the months of March, April, May, and June of 2013. This amount also includes approximately \$2,400 in equipment cost reimbursement that was necessary to comply with the FCC narrow band mandates. Your obligations regarding any necessary equipment upgrades were also covered in the contract. Our records indicate that you have been promptly billed for these costs.

The Bishop Police Department has made extraordinary efforts in good faith in an attempt to provide you with the necessary services. We have reached out to you in an attempt to establish some communication regarding your delinquent history and how we might assist you in addressing the issue. Unfortunately, your continued delinquency and lack of communication leaves us no choice but to consider the termination of services.

Symons Emergency Specialties is a private business and cannot be subsidized with public funds. Our continuing to provide services without payment in violation of an existing contract would constitute fiscal irresponsibility on the part of the City of Bishop and the Bishop Police Department. If your account is not brought current within the next 30 days, the Bishop City Council will be forced to consider non-renewal of the existing contract and termination of services 60 days thereafter.

In closing, I will again reiterate that the Bishop Police Department recognizes the value of the service that Symons Emergency Specialties provides to the citizens of Bishop and the greater Bishop community. It would be our desire to continue to assist you and our citizens by providing dispatch services. If you are able to bring your account into balance the City of Bishop would be willing to discuss the renewal of our contract to provide these services. Feel free to contact me at your convenience if you would like to make arrangements to bring your account into balance.

Sincerely,

A handwritten signature in black ink, appearing to read 'CCM', written over the printed name 'Chris Carter'.

Chris Carter

Cc: Mr. Keith Caldwell, City Administrator  
Mr. Peter Tracy, City Attorney  
Symons Emergency Specialties-San Bernardino, San Diego, and Murrieta Offices



# BISHOP POLICE DEPARTMENT

---

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

Chris Carter, Chief of Police

Mr. Judd Symons  
Symons Emergency Specialties  
212 W. Line St.  
Bishop, CA 93514

September 11, 2013

Dear Mr. Symons,

As of this date, your account with the City of Bishop is in arrears in an amount exceeding \$8000.00. Despite repeated correspondence and requests for payment, you have failed to contact us or take any action. As you are aware, Symons Ambulance entered into a contract with the City of Bishop in July of 2012 whereby the City of Bishop/Bishop Police Department agreed to provide emergency dispatching services of Symons Ambulances in return for a per-call fee. While this contract expired in July of 2013, the City has continued to provide this service in good faith in accordance with the terms of the contract.

Based on your lack of response and failure to bring your account current, this letter shall serve as 60 day notice that the City of Bishop/Bishop Police Department will cease to provide dispatching service to Symons Ambulance, effective November 12, 2013.

In the interest of Public Safety, we ask that you please provide us with an alternate telephone number(s) so that 9-1-1 calls and request for ambulance services can be forwarded to you for response.

Signed:

Chris Carter-Chief of Police

Laura Smith- Mayor

Cc: Mr. Keith Caldwell, City Administrator  
Mr. Peter Tracy, City Attorney  
Symons Emergency Specialties-San Bernardino Office



# BISHOP POLICE DEPARTMENT

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

Chris Carter, Chief of Police

Dr. Jeff Grange  
Symons Emergency Specialties  
18592 Cajon Blvd.  
San Bernardino, CA 92407

September 27, 2013

Dear Dr. Grange,

In follow up to our recent phone conversation, I wanted to confirm in writing that we are scheduled for a telephone conference on Wednesday, October 9, 2013 at 6 PM. The purpose of the conference call will be to discuss the renewal of the contract for the City of Bishop to continue to provide dispatching services to Symons ambulance in the Bishop area.

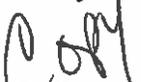
As agreed when we spoke, I'll provide you the following information so that we may have a common starting point from which to begin our discussion. This is the current breakdown of monies owed to the City of Bishop;

<i>For Services March 1<sup>st</sup> through June 30, 2013</i>	<i>\$5,300.00</i>
<i>For necessary equipment installed 2013</i>	<i>\$3,200.00</i>
<i>For Services July 1 through August 31, 2013</i>	<i>\$2,900.00</i>

The amounts owed through June 30, 2013 were previously agreed to through the existing contract. As we received no contact from Symons requesting changes or amendments during this period it would be our position that this amount (\$8,500.00) is not subject to negotiation and must be paid prior to our renewing the contract. However, as the contract expired on July 1, 2013, the amount owed (\$2,900.00) and any subsequent charges can be reduced through negotiations. It is our intent to try and agree upon a per call fee, or other arrangement, which will allow Symons to continue to provide a valuable service to our community.

I look forward to speaking with you in the coming weeks and am confident we can work together to resolve this issue and continue to be partners in public safety.

Sincerely,



Chris Carter

## Conference Call

From: ccarter@bishoppd.org

Sent: Tue, Oct 8, 2013 at 4:11 pm

To: jgrange@symonsambulance.com

Cc: Keith Caldwell, 'Peter Tracy'

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Dr. Grange,

Just confirming that we're on for a conference call tomorrow evening at 6 PM? Should I call your cell phone or would you like to call us here at the PD? You can call 760-873-5823 at 6:00 and we'll be ready. If Judd will be sitting in, can you have him come to the PD. We'll call you from my office. Thanks

C.

Chief Chris Carter  
Bishop Police Department  
207 W. Line St.  
Bishop, CA 93514  
760-873-5866

**Dispatch Contract Renewal**

From: ccarter@bishoppd.org

Sent: Thu, Oct 10, 2013 at 11:01 pm

To: juddsymons@aol.com, jgrange@symonsambulance.com

Cc: Keith Caldwell, 'Peter Tracy'

---

Judd and Dr. Grange,

It was good talking with you last night and I appreciate the efforts to reach an agreement. I wanted to follow up with an e-mail to confirm the things we talked about and where we are in terms of an offer for contract renewal.

1. Symons agrees that the monies currently owed through June 30, 2013 are not in dispute. Symons would like to be able to pay this amount (approximately \$8,500.00) in installments and agrees to have no balance remaining as of June 30, 2014. I think it would be reasonable for Symons to begin making installments as soon as possible regardless of any progress in on-going negotiations. Calculated starting November 1, 2013, minimum monthly installments would be \$1,062.50 There are currently no penalties or interest accruing.

Included in this calculation is approximately \$3,500.00 in radio equipment costs that were incurred by the City due to the FCC Narrow-Banding requirement. While Symons is contractually bound to reimburse the City for this equipment, Judd and I did discuss the possibility of the City agreeing to discount this cost with the understanding the this equipment would become property of the City should the City discontinue providing service to Symons at any time in the future. The City previously purchased and installed this equipment in fiscal year 12-13.

2. Symons would like to backdate a contract starting July 1, 2013 and convert from a per-call fee to a flat rate. That rate is proposed at \$100.00 per month. While not specifically discussed I believe all parties would be best served by making this amount payable in a single lump sum due within 30 days of renewal of the contract. This saves City Staff from having to process monthly bills and it prevents any recurrence of past issues surrounding late or unpaid monthly bills. I would propose this as a condition of our agreeing to such a significant reduction in cost for City services.

3. Also in consideration for a reduction in charges, Symons would provide additional compensation to the Bishop Police Department in the form of CPR/First Aid training and certification, for PD personnel, basic instruction to Communications Operators on medical dispatching and other assistance such as this. Judd and I discussed this after the phone call and agreed we could come up with some type of workable plan. I like the idea as it sounds reasonable and is consistent with our on going Public-Private partnership.

As it stands now, Judd and I will appear on Tuesday, October 15th at the 4:00 Study Session to brief the Council on our ongoing negotiations and present this offer for consideration. As we discussed, I will voice my support for the agreement, however the final decision rests with the Council as to whether or not the terms are accepted or rejected and a counter offer made.

While the City has given notice that we will discontinue service on or about November 12, 2013, this action will be suspended as long as negotiations in furtherance of a contract renewal are taking place. The City will continue to provide Dispatching service until such time as the contract is renewed or either party makes a final decision to decline renewal. Should that happen, the City will provide Symons reasonable time to make other arrangements for dispatching services.

Please let me know if you have any issues or concerns. Absent any response, I'll present this information and proposal to the Bishop City Council on Tuesday, October 15, 2013. Should this be acceptable, renewal of the contract shall be placed on an upcoming Council Agenda as an action item for approval. Should the Council not be open to these terms, I will contact you as soon as possible to discuss any counter proposal.

In closing I will reiterate that it is our desire to continue what has been a long standing successful partnership. The services provided by Symons Ambulance to the citizen's of Bishop is a valuable and important part of Public Safety equation. Both Organizations are currently facing fiscal challenges and we have a responsibility to do our best to cooperate and work together in providing for our Community.

I will contact you both after the Council Meeting on October 15th to discuss the next step in the process. Again, I thank you both for your time and efforts in this matter.

Chris

Chief Chris Carter  
Bishop Police Department  
207 W. Line St.  
Bishop, CA 93514  
760-873-5866

## Re: Dispatch Contract Renewal

From: Jeff Grange

Sent: Mon, Oct 14, 2013 at 2:53 am

To: ccarter@bishoppd.org

Cc: juddsymons@aol.com, Keith Caldwell, 'Peter Tracy'

Chris,

This sounds good.

Thanks,

JTG

On Oct 10, 2013, at 8:01 PM, ccarter@bishoppd.org wrote:

Judd and Dr. Grange,

It was good talking with you last night and I appreciate the efforts to reach an agreement. I wanted to follow up with an e-mail to confirm the things we talked about and where we are in terms of an offer for contract renewal.

1. Symons agrees that the monies currently owed through June 30, 2013 are not in dispute. Symons would like to be able to pay this amount (approximately \$8,500.00) in installments and agrees to have no balance remaining as of June 30, 2014. I think it would be reasonable for Symons to begin making installments as soon as possible regardless of any progress in on-going negotiations. Calculated starting November 1, 2013, minimum monthly installments would be \$1,062.50. There are currently no penalties or interest accruing.

Included in this calculation is approximately \$3,500.00 in radio equipment costs that were incurred by the City due to the FCC Narrow-Banding requirement. While Symons is contractually bound to reimburse the City for this equipment, Judd and I did discuss the possibility of the City agreeing to discount this cost with the understanding that this equipment would become property of the City should the City discontinue providing service to Symons at any time in the future. The City previously purchased and installed this equipment in fiscal year 12-13.

2. Symons would like to backdate a contract starting July 1, 2013 and convert from a per-call fee to a flat rate. That rate is proposed at \$100.00 per month. While not specifically discussed I believe all parties would be best served by making this amount payable in a single lump sum due within 30 days of renewal of the contract. This saves City Staff from having to process monthly bills and it prevents any recurrence of past issues surrounding late or unpaid monthly bills. I would propose this as a condition of our agreeing to such a significant reduction in cost for City services.

3. Also in consideration for a reduction in charges, Symons would provide additional compensation to the Bishop Police Department in the form of CPR/First Aid training and

certification, for PD personnel, basic instruction to Communications Operators on medical dispatching and other assistance such as this. Judd and I discussed this after the phone call and agreed we could come up with some type of workable plan. I like the idea as it sounds reasonable and is consistent with our on going Public-Private partnership.

As it stands now, Judd and I will appear on Tuesday, October 15th at the 4:00 Study Session to brief the Council on our ongoing negotiations and present this offer for consideration. As we discussed, I will voice my support for the agreement, however the final decision rests with the Council as to whether or not the terms are accepted or rejected and a counter offer made.

While the City has given notice that we will discontinue service on or about November 12, 2013, this action will be suspended as long as negotiations in furtherance of a contract renewal are taking place. The City will continue to provide Dispatching service until such time as the contract is renewed or either party makes a final decision to decline renewal. Should that happen, the City will provide Symons reasonable time to make other arrangements for dispatching services.

Please let me know if you have any issues or concerns. Absent any response, I'll present this information and proposal to the Bishop City Council on Tuesday, October 15, 2013. Should this be acceptable, renewal of the contract shall be placed on an upcoming Council Agenda as an action item for approval. Should the Council not be open to these terms, I will contact you as soon as possible to discuss any counter proposal.

In closing I will reiterate that it is our desire to continue what has been a long standing successful partnership. The services provided by Symons Ambulance to the citizen's of Bishop is a valuable and important part of Public Safety equation. Both Organizations are currently facing fiscal challenges and we have a responsibility to do our best to cooperate and work together in providing for our Community.

I will contact you both after the Council Meeting on October 15th to discuss the next step in the process. Again, I thank you both for your time and efforts in this matter.

Chris

**Chief Chris Carter**  
**Bishop Police Department**  
207 W. Line St.  
Bishop, CA 93514  
760-873-5866

Re: Dispatch Contract Renewal-Request for P&L

From: ccarter@bishoppd.org

Sent: Wed, Oct 16, 2013 at 12:34 pm

To: Jeff Grange

Cc: juddsymons@aol.com, Keith Caldwell, 'Peter Tracy'

---

Judd and Dr. Grange,

I discussed our on-going negotiations last night at the Study Session for City Council. While the Council was pleased to hear that we're working toward a resolution and a renewal, at least one Councilmember requested some documentation to support Symons request to significantly reduce the City's fee for providing dispatch services. Therefore I am requesting a Profit and Loss Statement covering July 1, 2012 through June 30, 2013. If you could fax or e-mail to me, I'll submit to Council at the next scheduled regular meeting on October 28, 2013, along with the previously discussed terms and conditions, and hopefully we can get an approval to renew the contract as we discussed. Feel free to call me if you have any questions. Thanks,

Chris

Chief Chris Carter  
Bishop Police Department  
207 W. Line St.  
Bishop, CA 93514  
760-873-5866

-----Original Message-----

From: "Jeff Grange" <jgrange@symonsambulance.com>

Sent: Monday, October 14, 2013 2:53am

To: ccarter@bishoppd.org

Cc: juddsymons@aol.com, "Keith Caldwell" <KeithCaldwell@ca-bishop.us>, "'Peter Tracy'" <inyomono@stanfordalumni.org>

Subject: Re: Dispatch Contract Renewal

Chris,

This sounds good.

Thanks,

JTG

On Oct 10, 2013, at 8:01 PM, ccarter@bishoppd.org wrote:

Judd and Dr. Grange,

Re: Dispatch Contract Renewal-Request for P&L

From: Jeff Grange

Sent: Mon, Oct 28, 2013 at 12:36 am

To: ccarter@bishoppd.org

Cc: Judd Symons, Keith Caldwell, Peter Tracy, Darlene Korngiebel

Chris,

Judd has agreed to work with Darlene in Bishop to create a P&L related to our Bishop operations.

Please feel free to contact me anytime with any other questions or concerns.

Thanks,

JTG

On Oct 16, 2013, at 9:34 AM, ccarter@bishoppd.org wrote:

Judd and Dr. Grange,

I discussed our on-going negotiations last night at the Study Session for City Council. While the Council was pleased to hear that we're working toward a resolution and a renewal, at least one Councilmember requested some documentation to support Symons request to significantly reduce the City's fee for providing dispatch services. Therefore I am requesting a Profit and Loss Statement covering July 1, 2012 through June 30, 2013. If you could fax or e-mail to me, I'll submit to Council at the next scheduled regular meeting on October 28, 2013, along with the previously discussed terms and conditions, and hopefully we can get an approval to renew the contract as we discussed. Feel free to call me if you have any questions. Thanks,

Chris

**Chief Chris Carter**  
**Bishop Police Department**  
**207 W. Line St.**  
**Bishop, CA 93514**  
**760-873-5866**

-----Original Message-----

From: "Jeff Grange" <jgrange@symonsambulance.com>

Sent: Monday, October 14, 2013 2:53am

To: ccarter@bishoppd.org

Cc: juddsymons@aol.com, "Keith Caldwell" <KeithCaldwell@ca-bishop.us>, "Peter Tracy" <inyomono@stanfordalumni.org>

Subject: Re: Dispatch Contract Renewal

Chris,

## Re: Dispatch Contract Renewal-Request for P&amp;L

From: ccarter@bishoppd.org

Sent: Tue, Nov 12, 2013 at 5:27 pm

To: Jeff Grange

Cc: Judd Symons, Keith Caldwell, Peter Tracy, Darlene Korngiebel

---

Dr. Grange and Judd,

Just wanting to touch base regarding our on-going negotiations. It's been over a month now since I sent out the results of the Council Meeting where the Dispatch Contract was discussed and the Council requested some documentation regarding Profit and Loss figures from Symons. The City is continuing to provide services in the interim, however we are continuing to bill Symons at the amount previously agreed upon.

In Dr. Grange's response below I note that this is something that Judd is working on "*related to our Bishop operations.*" While I would note that the lack of this information is preventing further discussion and it would be helpful to have, I also want to be sure that we're all on the same page regarding our on-going negotiations. The City of Bishop currently has a contract with Symons Emergency Specialties as a single entity and company. While we only provide services to Bishop and the surrounding area covered by Symons, I would not want anyone to have the wrong impression.

In conversation, Dr. Grange expressed that Symons was experiencing financial difficulties as a result of many factors such as Medi-Care/Medi-Cal reimbursement rates, private insurance changes, the state of the overall economy, etc. Dr. Grange also expressed that the Bishop operation was not immune. Recognizing that Symons provides a very valuable service to our Citizens, the City is willing to entertain changes to the contract, including reducing the per-call fee to a flat rate and thereby saving Symons a significant amount of money. The City is also willing to entertain the idea of allowing Symons to make incremental payments in order to bring current any and all outstanding balances owed. However these proposed changes are being considered based on the financial health of Symons Emergency Specialties as a whole, not just on the condition of the Bishop operation.

While a snapshot of the situation in Bishop would be helpful, I would respectfully request that the City of Bishop also be provided with a current Profit and Loss Statement for the company as a whole. This would provide a more accurate picture of Symons ability to pay any amounts currently owed and would also support the actual need for the City to reduce the amount currently charged to Symons for providing dispatch services. The amount currently charged to Symons was calculated based on costs without consideration of any actual profit to the City. It would be financially irresponsible for the City to consider only the financial condition of the "Bishop operation."

I would ask that you provide this information at your earliest possible opportunity. I look forward to hearing from you soon.

Chris

**Council Meeting of December 9th, 2013**

From: ccarter@bishoppd.org

Sent: Mon, Nov 25, 2013 at 9:56 pm

To: Jeff Grange, Judd Symons

Cc: Peter Tracy, Keith Caldwell

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Dr. Grange and Judd,

The City Council, at my recommendation, has scheduled a vote on the issue of termination of services on December 9, 2013 at 7:00 PM, at the regularly scheduled City Council meeting. I felt it fair to give you advanced notice that unless Symons Emergency Specialties provides the requested documents and brings it's account into balance by that time, I will request and recommend that the City Council discontinue any further discussion or negotiations. I will ask the Council to vote to terminate the providing of Dispatch Services to Symons effective January 1, 2014. You will be receiving official notice of this pending vote by US mail in the coming days.

As you'll recall we held a conference call on October 9, 2013. During that conversation, we discussed a potential modification in the contract that included reducing the amount charged for Dispatching services and changes in the contract whereby the "per call" fee would be replaced with a flat amount to be paid annually.

We also discussed the amount of balance outstanding between February 1 and June 30 of 2013. It was agreed that we would continue negotiations and that Symons would immediately begin making payments in furtherance of settling that outstanding balance. The PD agreed to continue to provide Dispatching Services as long as both sides were continuing to negotiate and work through the process of renewing and/or modifying the contract.

On October 15th, I brought the proposed changes before the City Council. The Council then requested that Symons validate their claims of financial hardship by producing a Profit and Loss Statement. I sent that request to you both via e-mail on October 16th.

On October 28th, I received a reply that you were working on a P&L for Bishop. On November 12, I further clarified that the City was requesting a P&L for Symons Emergency Specialties as a company, not just a P&L confined to the Bishop office.

As of today, the City has received neither a P&L Statement nor any payment from Symons toward the outstanding balance owed for services rendered. Symons has been and continues to be unresponsive to our requests for documents. Additionally, Symons continues to ignore it's obligations under the contract and the promises made during our talks. Your actions are not in accordance with the common sense expectations of negotiating in good faith.

Please direct any and all further correspondence and contact regarding this matter to Bishop's City Administrator, Keith Caldwell, at the above listed cc: address or at 760-873-5863.

Chief Chris Carter  
Bishop Police Department  
207 W. Line St.  
Bishop, CA 93514  
760-873-5866



# BISHOP POLICE DEPARTMENT

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

Chris Carter, Chief of Police

Dr. Jeff Grange, President/CEO  
Symons Emergency Specialties  
18592 Cajon Blvd.  
San Bernardino, CA 92407

November 27, 2013

Dear Dr. Grange,

As you know, the City of Bishop/Bishop Police Department ("Bishop") and Symons Emergency Specialties ("Symons") entered into a contractual agreement ("Contract") in July of 2012. The terms of this contract involved the Bishop Police Department providing dispatch services to Symons for an agreed upon per-call fee. The Contract also detailed billing and payment requirements which specified that payment for billed amounts must be remitted within 30 days of receipt.

On June 10, 2013, Symons was notified by mail that its account was approximately \$8,170.00 in arrears. The notice provided that unless Symons's account was brought current, Symons would be notified of the City's intent to terminate the Contract and discontinue dispatch services. Shortly thereafter, Symons remitted payment for services rendered for the months of January and February of 2013. Symons has not made any additional payments since that time. Currently, Symons is delinquent in an amount in excess of \$13,000.00 for services rendered from March 1, 2013 through October 31, 2013.

On September 11, 2013 the City notified Symons in writing that based on Symons failure to pay and based on Symons lack of response to the City's requests to bring its delinquent account current, the City was terminating the Contract and discontinuing the providing of dispatch services to Symons effective November 12, 2013. Thereafter you contacted my office and requested that we enter into negotiations with the City continuing to provide dispatch services to Symons in the interim. I agreed to move forward in good faith, and the City has fulfilled its end of that agreement to date.

On October 9, 2013, we spoke by telephone regarding Symons desire to renegotiate the terms and conditions of the Contract. During that conversation, you agreed to begin making some attempt to bring Symons's account current by making payments. You explained that falling revenues were creating a financial hardship for Symons, and you requested that the City consider drastically reducing its charges for dispatch services. I provided this information to the Bishop City Council on October 15, 2013. At that time, the Bishop City Council requested that Symons provide the City a profit and loss statement so that the City could verify that a reduction in charges was necessary for Symons to continue to operate, and provide services to the citizens of the City. You agreed to provide this information.

As of today, the City has received no additional payments and no communications regarding Symons's delinquent accounts. Additionally, the City has received nothing in the way of the requested documentation. The City has made extraordinary efforts in good faith in an attempt to continue to provide Symons with dispatch services while negotiating renewal and modification of the existing Contract.

Unfortunately, Symons's continued delinquency and unresponsiveness leaves me few options. Notwithstanding the value of the ambulance service Symons provides, the City cannot continue to provide dispatch services to Symons--a private company--without payment. To do so would be inconsistent with the Contract, and would constitute fiscal irresponsibility.

The City has previously given Symons the sixty (60) day notice of the City's intent to terminate the Contract and cease providing dispatch services. The City is under no legal obligation to continue providing such dispatch services to Symons. If Symons's account is not brought current by December 9, 2013, I will request permission from the Bishop City Council to discontinue providing dispatch service to Symons effective January 1, 2013.

This item will be on the agenda of the regularly scheduled Bishop City Council meeting on December 9, 2013. Should the City Council vote to terminate services, the Bishop Police Department will begin forwarding all calls for ambulance response to the Bishop Office of Symons Ambulance at 760-873-8904 commencing January 1, 2014 at 12:01 AM. the City will also notify the Inyo County Sheriff's Department and California Highway Patrol to take like action.

Please direct any and all future inquiries and correspondence to Bishop City Administrator, Mr. Keith Caldwell at Bishop City Hall, PO Box 1236, Bishop, CA 93515, or 760-873-5863.

Sincerely,

A handwritten signature in black ink, appearing to read 'Keith Caldwell', written over a horizontal line.

Cc: Members of the Bishop City Council  
Mr. Keith Caldwell, City Administrator

Mr. Peter Tracy, City Attorney  
Members of the Inyo County Board of Supervisors  
Inyo County Sheriff's Department  
Bishop Office of the California Highway Patrol  
ICEMA

# HEALTH: Symons Ambulance makes Inc. list for fast growth

By BY LOUISE ESOLA For the North County Times 5 a.m. Sept. 15, 2012

MURRIETA --- Hoping to help ring in a new wave of health care with sirens and a fleet of fully equipped ambulances, a company with local ties is growing fast and getting noticed.

San Bernardino-based Symons Ambulance, which is contracted with Loma Linda University Medical Center-Murrieta to provide inter-facility transfers, has been named one of the fastest-growing companies by Inc. Magazine.

The magazine, which annually selects 5000 companies based on revenues over three years, put Symons in the 646 slot and in the number 43 slot for companies in the health industry. In 2008, Symons revenues were \$415,208, skyrocketing by 563 percent to \$2.8 million in 2011, the magazine feature said.

Jeff Grange, the company's president, speaks modestly of the growth and said the firm doesn't have goals of being one of those multibillion-dollar operations so common in the health-care arena today.

"That's the opposite of the spectrum of the kind of business we want to be," he said. "We are interested in what's best for the community."

What makes Symons different is that it was created and is run by medical professionals, he said.

Grange, who worked as an emergency-room doctor before Symons, said it makes a difference when it comes to providing good care that is cost effective for hospitals, patients, and insurance companies alike. Symons wants to be a one-stop shop for medical care, to keep patients out of the emergency rooms if possible and to avoid unnecessary and costly tests, he said.

Nursing homes, for example, are known to send patients to emergency rooms via ambulance on a regular basis. Grange argues that 15 to 50 percent of those patients can be treated onsite. Another waste is that in some cities, Los Angeles for example, as many as two massive fire vehicles plus an ambulance will arrive on a scene unnecessarily, he said. It's costly for patients, cities, hospitals and insurers, he added.

Grange calls Symons the future.

He said private ambulance firms could provide on-the-spot care, a throwback to the house calls of yesteryear, to prevent patients from being transferred to hospitals unnecessarily. Symons is equipped to contact specialists on mobile devices via satellite to have their input on treatment, he said.

Private companies can also fill a niche for cash-strapped cities that need ambulance services to replace those lost by cutbacks as municipalities struggle with pension costs and more. Some already do rely on private firms, creating a well-documented battle between private firms and firefighter unions.

"The current system needs to change," he said. "It's not sustainable. We'd love to do more 911 business."

In fact, Symons was created by physicians in 1989 in San Bernardino as an alternative to city-funded ambulance services in Bishop, where it still works as the area's only 911 provider of emergency medical services.

(Symons is a hands-on company: Grange said the chief executive officer, Judd Symons, couldn't sit in on a newspaper interview because he was in Bishop operating one of the emergency vehicles.)

The company then expanded to provide emergency services for events; everything from concerts to car races. And then, as the sour economy affected the number of events available, Symons started providing hospital transfers.

In April, the company secured a contract with Loma Linda in Murrieta to transport patients to other hospitals as needed. On a daily basis, Symons' blue-and-yellow-striped ambulances can be spotted at Scripps facilities, Sharp facilities, and even Rady's Children's Hospital in San Diego.

The company employs 250 medical professionals, mostly registered nurses and emergency medical technicians, with about 100 working in Murrieta alone as part-time or full-time workers. It is always hiring, he said.

"We're small, but we're growing," added Grange.

Just don't call them businessmen.

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**TO:** CITY COUNCIL

**FROM:** KEITH CALDWELL, CITY ADMINISTRATOR KSC

**SUBJECT:** Request for Proposals (RFP) – City Attorney

**DATE:** December 9, 2013

**Attachments:**

- Request for Proposals

**BACKGROUND/SUMMARY**

Interim City Attorney Peter Tracy announced his intent to resign at the end of April 2014. The process of filling that position should begin in early January in order to be complete by the time his resignation takes effect.

The City Attorney is a part-time contracted position and in consideration of the future of this position, staff will initiate a recruitment effort to include two options: legal services with an individual attorney and/or a legal firm that specializes in municipal law.

Both options are used extensively throughout California. Under either option it is recommended that Council require that the City Attorney or Contracted Legal Firm be represented at all City Council meetings. Contract municipal law firms often hire a local attorney to perform this function and provide additional expertise and resources at their home office.

**RECOMMENDATION**

Council consideration to advertise the Request for Proposals - City Attorney.



# CITY OF BISHOP

377 West Line Street – Bishop, Ca 93514  
P.O. Box 1236 – Bishop, Ca 93515  
City Hall (760) 873-5863 – Fax (760) 873-4873

November 27, 2013

<NAME>  
<ADDRESS>  
<ADDRESS>

## **RE: CITY ATTORNEY SERVICES REQUEST FOR PROPOSALS**

The Bishop City Council invites all interested legal firms and individuals to submit a written proposal to provide contract services as City Attorney to the City of Bishop, California.

Attached is the City request for Proposal (RFP) for your review and consideration. Proposals are due by:

**4:00 P.M., FRIDAY, FEB. 7, 2014**

The City Council will appoint a subcommittee to review all of the proposals submitted by the above due date. The subcommittee will select the top candidates to be interviewed by the City Council. The City Council will formally approve the selection of the next City Attorney (or legal firm) on March 10, 2014 with the contract effective May 1, 2014.

Thank you for your interest and we look forward to hearing from you.

Sincerely,

Keith Caldwell  
City Administration  
City of Bishop

City of Bishop  
Request for Proposal

**CITY ATTORNEY**

**INTRODUCTION**

The City Council of the City of Bishop invites interested law firms and individuals with a minimum of five (5) years of public law experience to submit written proposals to provide contract City Attorney services for the City of Bishop. As City Attorney, the selected law firm or individual will be expected to provide a wide range of legal services to the City. The City Attorney is selected by the City Council and works closely with City Administrator and other City staff.

The City is considering a three (3) year contract, consistent with existing professional services practices. The City reserves the right to extend the term of this contract for two (2) additional one-year terms subject to annual review, satisfactory negotiation of terms, and the concurrence of the City Council.

**PROPOSED TIME SCHEDULE**

RFP Mailing:	December 16, 2013
Submittal Deadline:	February 7, 2014
First Review:	
City Council Announces Selection:	March 10, 2014
Contract Effective Date:	May 1, 2014

**SUBMITTALS**

Law firms or individuals interested in submitting proposals for contract City Attorney services shall submit one (1) original proposal marked "ORIGINAL", and eight (8) copies of the proposal marked "COPY" on or before the submittal deadline (mentioned in the above proposed time schedule), with a proposed contractual agreement, in a sealed envelope bearing the caption "City of Bishop – City Attorney Proposal." The envelope shall be addressed to:

Keith Caldwell, City Administrator  
City of Bishop  
P.O. Box 1236  
Bishop, CA 93515

Proposals may be submitted in person to the City Administrator's office or by mail, but must be received in the City Administrator's office by 4:00 p.m. on February 7, 2014. Late proposals or postmarks will not be considered. All proposals will be deemed confidential and will be retained by the City of Bishop.

The Proposer is solely responsible for ensuring its proposal is received by the City of Bishop in accordance with the solicitation requirements, before the Submittal Deadline; at the place specified. Postmarks will not be accepted in lieu of actual delivery. No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered unless specified. The City shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery.

The City Council reserves the right to reject any or all proposals, to request additional information concerning any proposal for purposes of clarification, to accept or negotiate any modification to any proposal following the deadline for receipt of all proposals, and to waive any irregularities if such would serve the best interests of the City as determined by the City Council. The City may cancel this solicitation at any time.

All proposals shall comply with current federal, state, and other laws relative thereto.

The City is not liable for any costs incurred by the Proposer before entering into a formal contract. Costs for developing the proposal or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. No reimbursable cost may be incurred in anticipation of award.

Questions about current legal services may be addressed to City Administrator Keith Caldwell at (760) 873-5863.

Late proposals will not be accepted and will be returned to the Proposer unopened.

### **BACKGROUND**

The City of Bishop is a small city in the spectacular Eastern Sierra region of California. The Eastern Sierra region is about the middle of the state along its eastern border with Nevada and about halfway between Yosemite and Death Valley National Parks. Bishop – originally called Bishop Creek – is located on the eastern slopes of the Sierra Nevada along the banks of the creek that is its namesake. Bishop sits at an elevation of about 4,100 feet while just a few miles away in either direction peaks tower to 14,000 feet, giving Bishop a truly spectacular setting. Bishop is a small city with a big back yard!

To achieve our community vision, The City of Bishop places a high value on:

1. Being a great place to live and work. Our strong, diverse, yet cohesive, small city community supports families and individuals by providing a stable economy, high quality educational facilities and programs, a broad range of community services and participatory City government.
2. Adequate and appropriate housing that residents and workers can afford.
3. Being a premier, year-round community based on diverse outdoor recreation, multi-day events and an ambiance that attracts visitors.
4. Protecting the surrounding natural environment and supporting our small city atmosphere by limiting the urbanized area.

5. Offering a variety of transportation options that emphasize connectivity, convenience and alternatives to the use of personal vehicles with a strong pedestrian emphasis.

The City is a "General Law" City governed by the laws of the State of California, and was incorporated in 1903. The City operates under and elected Council/City Administrator form of government. The City is governed by a five-member City Council elected at large from the Cities municipal boundaries. The five individuals serve staggered four-year terms in office. The current length of service on the City Council ranges from first term members to 5 years of service.

City services are structured around four departments: Administration, Public Works, Parks, and Police. The City of Bishop currently employs 35 full-time employees. The City Administrator has been with the City since 2007 and the City Attorney, who is retiring, has been with the City since 2008.

The City provides public safety through our own police department. Fire protection is provided to the City by the Bishop Volunteer Fire Department.

Utilities are provided to City residents by separate companies, and through franchises and contracts. The City is a member of the California Joint Powers Insurance Authority which provides general and employee liability insurance protection, and maintains workers' compensation insurance coverage.

### **COVER LETTER**

Proposals must be accompanied by a cover letter, signed by an individual authorized to bind the proposing entity. An unsigned proposal is grounds for rejection. The cover letter should include an introduction of the firm and statement of professional qualifications.

### **GENERAL COMPANY DATA**

Please submit the following information:

1. Official name and address.
2. Name, address, and telephone number of the Proposer's point of contact.
3. Indicate the type of entity (corporation, partnership, sole proprietorship).
4. Federal Employer I.D. Number.

### **SPECIFIC COMPANY INFORMATION**

The proposal must provide specific and succinct answers to all questions and requests for information. Indirect, imprecise, or incomplete responses can serve only to the disadvantage of the applicant. Submission of individual resumes is optional and encouraged, however, they will not be considered responsive to any specific questions.

1. Please describe the nature of your practice or your law firm's practice, and your qualifications for providing attorney services for the City of Bishop. Please provide a professional chronology of the individual who will be designated to serve as City Attorney and others who you anticipate will be involved in providing legal services to the City of Bishop.

2. For the person whom you propose to designate as City Attorney, and for each person proposed as deputy or backup, please provide the following:
- Legal training and years of practice (including admission date of California Bar). Years of municipal or other local public sector law practices as a fulltime local government attorney and/or in a private law office specializing in local government.
  - Knowledge of and experience with California Municipal Law and other public sector experience.
  - Types of clientele represented and length of representation time.
  - Knowledge and practice of law relating to local land use and planning, environmental law, including the California Environmental Quality Act (CEQA), general plans, real estate, and other related planning laws.
  - Experience in the area of easements, encroachments, and other Public Works related issues.
  - Experience in the area of public safety and risk management services.
  - Experience in the area of personnel, disability law rights and obligations, workers' compensation, employee relations and negotiations, and employee discrimination claims.
  - Experience in the area of personnel, disability law rights and obligations, workers' compensation, employee relations and negotiations, and employee discrimination claims.
  - Experience in the preparation and review of ordinances and resolutions.
  - Experience in Tax collection, including judgments and liens.
  - Experience in the area of the Public Records Act, the Brown Act, and the Elections Code.
  - Scholastic honors and professional affiliations.
  - If the firm/individual, or any of the attorneys employed by the firm have ever been sued by cities or other clients for malpractice, been the subject of complaints filed with the State Bar, or had discipline imposed by the State Bar, please provide information on the nature of the incident, the dates on which the matter began and was concluded, and the results.
  - Intended office location and accessibility to the City

3. Describe the staffing of your office, including all permanent and temporary employees and their general duties and work schedules. Include any staffing changes you would propose should you be awarded the contract to provide attorney services for the City.
4. Outline how many hours per week on average it will take to accommodate the City's need for contract attorney services, Please include all time necessary for Council meetings, special meetings, and occasional Commission meetings.
5. Define the standard time frames for response by the City Attorney to direction and/or inquiry from the City Council, City Administrator, or City Staff.
6. Describe the systems or mechanisms that would be established for monthly reporting of the status of projects, requests, and litigation.
7. Describe the computer resources currently utilized within your office. The City uses Microsoft Word for Windows word-processing software and compatibility with Microsoft Word is required. The City will require the City Attorney's office to connect one or more computers to the City's computer local network, or to maintain Internet services such that mail and files can be transmitted between City staff and the City Attorney.

#### **CURRENT CLIENTS/CONFLICT OF INTEREST**

1. Please list all current and former clients known to the Firm/Individual having a substantial property or business interest in the City of Bishop during the past three (3) years.
2. Please list all public clients for whom you or your firm currently provides services either under a fee for services or a retainer basis. Please identify any foreseeable or potential conflicts of interest that could result from such representation and the manner in which you would propose to resolve such conflicts.
3. For the person to be designated as City Attorney, please list all public clients that person presently represents as city/town attorney or general counsel. Please list the meeting dates and times for the city/town council or governing body of these clients.

#### **COMPENSATION AND REIMBURSEMENT**

Please describe how the firm/individual intends to provide legal services, either on a flat-rate monthly (state the amount of the requested retainer), or on a different basis. Basic services, for the purpose of this proposal, shall include those legal services generally understood within the field of municipal law to fall within the category of "general counsel" work, and shall include, but not necessarily be limited to, the following:

- Routine legal advice, telephone and personal consultations with members of the City Council and City Staff.

- Review and/or preparation of staff reports, ordinances, resolutions, agreements, contracts, forms, notices, certificates, deeds, leases, and other documents required by the City.
- Attendance when requested at City Council regular and special meetings. The City Council currently meets on the second and fourth Mondays of each month, starting at 7:00 p.m. for regular sessions and meetings. Additionally, the City Council occasionally calls special meetings. The City Attorney will be expected to attend regular meetings and special meetings as needed. The City Attorney will coordinate with and provide legal services for the City Administrator and subordinate departments of the City. The City also has a number of Council appointed advisory boards and commissions that may require City Attorney advice. The City Attorney may also be required to attend certain meetings with staff as well as commissions when necessary.
- Legal work pertaining to property acquisitions, property disposals, public improvements, easement dedications, and right-of-way abandonment.
- Enforcement of City codes, zoning regulations, and building standards through administrative and judicial actions.
- The monitoring of pending and current state and federal legislation and court decisions as appropriate.
- Consultation with the City Council and City staff as needed – rendering of legal advice and opinions (both oral and written).
- The coordination of outside legal counsel as needed and as directed by the City Council and City Administrator.

Please define what type of work you would consider to be extra or specialize work which would be billed in addition to basic services. Also, state the hourly rates for the designated City Attorney and associates for such specialized services.

If hourly rate billing is preferred, please state the hourly rates for the designated City Attorney and associates for general work and for special services such litigation, if such services will be billed at a different hourly rate.

Please define the type and unit rates for reimbursement for expenses such mileage, reproduction of documents, faxed documents, and word processing charges.

#### **PROFESSIONAL REFERENCES**

Please provide three (3) professional references from persons and/or entities within California for whom the Proposer has provided project services similar to those services requested in the RFP within the last five (5) years. Include the name of the business, name of contact person, telephone number of contact person and description of services provided.

## **EVALUATION AND SELECTION PROCESS**

Proposals will be screened and the City Council or a subcommittee appointed by the Council will select the top candidates. The qualifications for the top candidates will be verified and references will be checked. In reviewing the proposals, the City will carefully weigh:

- Depth and breadth of experience and expertise in the practice of law, most specifically in those areas most often encountered in municipal government operations.
- Capability to perform legal services promptly and in a manner that permits the City Council and staff to meet established deadlines and to operate in an effective and efficient manner.
- Degree of availability for quick response to inquiries that arise out of day-to-day operations, questions, or problems.
- Degree to which firm and individual attorneys stay current through continued professional development and active communication with practitioners in the municipal law field.
- Communication Skills.
- Cost of services.
- Other qualifications/criteria as deemed appropriate by the City Council.

A subcommittee appointed by the City Council will negotiate the terms and conditions of a contract with the law firm or individual selected. The contract will require that the law firm or the individual selected as City Attorney maintain professional liability (1,000,000 per claim), general liability (1,000,000 per occurrence), automobile liability (1,000,000 per accident), and workers' compensation. Insurance coverage must be provided by an insurance company(ies) authorized to do business in the State of California and the policy will not be cancelled or materially changed without thirty (30) days prior notice in writing to the City of Bishop.

The successful firm or individual must agree, if awarded a contract as a result of its proposal, to indemnify and hold harmless the City of Bishop, its officers, agents, and employees from any and all claims and losses accruing or resulting to persons engaged in the work contemplated by its agents in the performance of the work. Prior to commencement of any work, those and other provisions will be established contractually.

The contract, to include but not be limited to duties and compensation, will be entered into with the successful firm or individual and approved by the City Council. Legal services will begin upon approval by the Contact and formal appointment of a contract position and shall serve at the pleasure of the City Council. The City Council may terminate the appointment upon sixty days notice with or without cause.

**ADDITIONAL NOTES**

The City may modify, clarify, or interpret the RFP by sending an addendum to each firm or individual that originally received the RFP. Any such addendum shall become a part of the RFP and of any contract awarded. The City is not responsible for any other explanation or interpretation. If you have any questions regarding this RFP, please contact City Administrator Keith Caldwell at (760)873-5863.

**The deadline for the City to receive responses is 4:00 p.m., February 7, 2014.**

**TO:** CITY COUNCIL

**FROM:** KEITH CALDWELL, CITY ADMINISTRATOR

**SUBJECT:** CANCELLATION OF DECEMBER 23, 2013 CITY COUNCIL MEETING

**DATE:** DECEMBER 9, 2013

KSC  
CP

**BACKGROUND/SUMMARY**

In the past, Council has cancelled the second regular meeting in December due to the Christmas holidays and potential lack of a quorum. The next regularly scheduled meeting would be Monday, January 13, 2014.

**RECOMMENDATION**

If Council so desires, consideration is requested to cancel the 4:00 p.m. Study Session and the 7:00 p.m. regularly scheduled meeting of Monday, December 23, 2013.

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR

SUBJECT: ELECTION OF MAYOR AND MAYOR PRO TEM

KSC 

DATE: DECEMBER 9, 2013

BACKGROUND/SUMMARY

This time is set aside for reorganization and the Council to hold an election for the appointment of Mayor and Mayor Pro Tem for the City of Bishop. This process is done following the declaration of results for elections held in November of even-numbered years and in odd-numbered years at the first meeting in December.

RECOMMENDATION

The normal procedure is for the City Administrator/City Clerk to conduct the election for Mayor. The newly-elected Mayor will then conduct the election for Mayor Pro Tem.

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR

SUBJECT: MODIFICATION TO THE MAYORAL COMMITTEE APPOINTMENTS

DATE: DECEMBER 9, 2013

*kec*  
*CP*

Attachments:

- Mayoral Committee Appointments/Assignments List

BACKGROUND/SUMMARY

Following the reorganization of the Council, the Mayoral Committee Appointments List is reviewed. If modifications are necessary the Mayor can review the appointments and recommend action at this or the next Council meeting.

RECOMMENDATION

If necessary, consider modifications to the Mayoral Committee Appointments and Assignments for 2014 and direct staff to make the appropriate notifications to the committees and agencies.

**BISHOP CITY COUNCIL  
COMMITTEE/AGENCY ASSIGNMENTS  
2013**

COMMITTEE/AGENCY	MEMBER	General Info/ Appt Date
Desert Mountain Division Voting Delegate * League of California Cities	Gardner	1/14/13
<b>ESCOG*</b> Eastern Sierra Council of Governments	Stottlemyre Gardner Alternate: Smith	3/14/11 2/11/13 2/11/13
<b>ESTA*</b> Eastern Sierra Transit Authority	Stottlemyre Gardner	3/9/09 2/11/13
<b>EMS</b> Emergency Medical Services	Smith Alternate: Fire Chief Seguine	3/9/09 3/24/03
<b>IGLCBC*</b> Indian Gaming Local Community Benefit Committee	Stottlemyre Alternate: Ellis	3/9/09 2/11/13
<b>JPIA *</b> Joint Powers Insurance Authority	Smith Alternates: Stottlemyre, Ellis	4/8/13 3/9/09; 2/11/13
<b>LAFCO *</b> Local Agency Formation Commission	Ellis Smith Alternate: Gardner	3/14/11 1/14/13 1/14/13
City/County Liaison Committee Bishop City Council and Inyo Board of Supervisors	(MAYOR) Smith (FIXED PERSON-was on the prior yr) Ellis Alternate: Glidewell	2/11/13 2/11/13 4/8/13
<b>LTC *</b> Local Transportation Commission	Smith Ellis Alternate: Glidewell Non-Council Rep: Bob Kimball - No term limit	3/9/09 3/14/11 2/11/13 3/26/01
<b>RAN</b> Remote Access Network	Ellis	3/14/11

\*Formal Appointment  
Updated: 4/8/13