

"SMALL TOWN WITH A BIG BACKYARD"



COUNCIL AGENDA PACKET

JUNE 9, 2014



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, JUNE 9, 2014
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.

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

COUNTY OF INYO UPDATE – Second District Supervisor Jeff Griffiths.

CONSENT CALENDAR – NOTICE TO THE PUBLIC: All matters under the Consent Calendar are considered routine by the City and will be acted on by one motion.

(1)

FOR APPROVAL/FILING
Minutes

- (a) Council Budget Workshop - April 25, 2014
- (b) Study Session - April 28, 2014
- (c) Council Meeting - April 28, 2014

Reports

- (d) Personnel Status Change Report
- (e) Monthly Salary Schedule - Fiscal Year 2014-2015
- (f) Investment Portfolio - May 2014
- (g) Warrant Register - May 2014

Agreements

- (h) Inyo County Lease Agreement for Office Space in City Hall
- (i) Inyo County Courts Lease Agreement for Office Space in City Hall
- (j) Eastern Sierra Community Services District Lease Agreement for Office Space in City Hall

NEW BUSINESS

- (2) EXTENSION OF FUEL SUPPLY CONTRACT – Council review and consideration to approve a one-year extension of the City’s fuel contract – Community Services.
- (3) WAIVE CITY PARK SWIMMING POOL ENTRY FEE ON JULY 4, 2014 - Council consideration to approve waiving the City Park swimming pool entry fee for July 4, 2014 - Community Services.
- (4) CONSULTING AGREEMENT FOR ECONOMIC DEVELOPMENT ELEMENT UPDATE - Council consideration to approve the execution of the Professional Consultant Agreement with BBC Research and Consulting to provide an update to the City of Bishop General Plan, Economic Development Element - Planning.
- (5) AUDITOR PROPOSAL – Council consideration to approve the professional services contract for auditor services for Fiscal Year ending June 2014 – Finance.

COUNCIL AND COMMITTEE REPORTS

ADJOURNMENT

- Friday, June 13, 2014 - 9:00 a.m. Council Budget Workshop - Executive Conference Room
- Monday, June 23, 2014 - 4:00 p.m. Study Session/7:00 p.m. Regular Meeting–Council Chambers
- Monday, July 14, 2014 - 4:00 p.m. Study Session/7:00 p.m. Regular Meeting–Council Chambers
- Monday, July 28, 2014 - 4:00 p.m. Study Session/7:00 p.m. Regular Meeting–Council Chambers
- Monday, August 11, 2014 - 4:00 p.m. Study Session/7:00 p.m. Regular Meeting–Council Chambers
- Monday, August 25, 2014 - 4:00 p.m. Study Session/7:00 p.m. Regular Meeting–Council Chambers



CITY OF BISHOP
P. O. Box 1236
Bishop, CA 93515
City Hall – 760-873-5863

June 2, 2014

JUNE 9, 2014 - STUDY SESSION MEETING - CANCELLED

This is to confirm that the Bishop City Council Study Session meeting scheduled for:

Monday, June 9, 2014
4:00 PM
City Council Chambers
301 West Line Street
Bishop, CA 93514
is
CANCELLED

JUNE 9, 2014 - COUNCIL REGULAR MEETING - CONFIRMED

This is to confirm that the Bishop City Council Regular Meeting remains as scheduled on:

Monday, June 9, 2014
7:00 PM
City Council Chambers
301 West Line Street
Bishop, CA 93514

TEAM BUILDING
(2)

City Administrator Caldwell facilitated a "team building" exercise for Council members and City staff members that were present.

REVIEW BUDGET PROCESS
(3)

City Administrator Caldwell presented Council with a review of how past City budgets were prepared and the process in which the City took to adopt their annual budget each year.

Assistant Finance Director Ray presented Council with a memorandum reviewing the 2013-2014 Mid-Year Budget. Both City Administrator Caldwell and Assistant Finance Director Ray discussed this information with Council and discussed some proposed changes in the way the City can review its budget going forward.

After a thorough review of the information presented, a discussion ensued on how our financial information is communicated to Council and to the public.

Council thanked Assistant Finance Director Ray for her information and requested that a similar report be presented to Council each quarter.

BREAK

The meeting was recessed at 10:45 a.m. and Mayor Ellis reconvened the meeting at 11:00 a.m.

Councilmember Smith announced that she would have to excuse herself from the rest of the meeting. Councilmember Smith was then announced as absent and excused for the remainder of the meeting.

INFORMATION
TECHNOLOGY
(4)

Councilmember Glidewell reviewed the past Council discussions regarding Granicus (a web based public meeting solution) and its costs. City Administrator Caldwell confirmed that based on cuts made to the Council budget, the initial costs for Granicus can be paid for through the Council Budget and that the on-going annual costs will be allocated and paid through the appropriate department budgets that use Granicus.

After a brief discussion, Council asked that the Granicus agreement be placed on the May 12, 2014 agenda for Council's consideration.

Assistant Finance Director Ray then presented Council with a review of the current financial software that is being used at the City. Assistant Finance Director Ray explained that since the current financial system cannot be integrated with more current software in use, most financial work is being done manually.

After a brief discussion on this matter, City Administrator Caldwell and Assistant Finance Director Ray discussed plans to address the current and future information technology needs for the Finance Department and will work on budgeting for such needs as a new server and financial software.

After a brief discussion of each department budgetary needs and the budget process, Council asked if staff could prepare a list of capital projects to be discussed at the next Budget Workshop.

Council also asked that City Administrator Caldwell give a Transaction and Use Tax (TUT) update at the next Study Session.

SCHEDULE NEXT BUDGET WORKSHOP
(5)

It was agreed that the next Budget Workshop will be held on Friday, June 13, 2014 from 9:00 a.m.-12:00 p.m. in the Executive Conference Room.

ADJOURNMENT

Mayor Ellis adjourned the meeting at 11:44 a.m. to the Study Session scheduled for Monday, April 28, 2014 at 4:00 p.m. in the City Council Chambers.

JIM ELLIS, MAYOR

Attest: Keith Caldwell, City Clerk

By: _____
Robin Picken, Assistant City Clerk

CITY OF BISHOP
CITY COUNCIL STUDY SESSION MINUTES
APRIL 28, 2014

CALL TO ORDER	Mayor Ellis called the meeting to order at 4:05 p.m. in the City Council Chambers at 301 West Line Street, Bishop, California.
COUNCIL PRESENT	Council Members Laura Smith, David Stottlemire, Keith Glidewell Mayor Pro Tem Pat Gardner Mayor Jim Ellis
COUNCIL ABSENT	None
OTHERS PRESENT	Keith Caldwell, City Administrator/Community Services Director Robin Picken, Assistant City Clerk Lorraine Ray, Assistant Finance Director Ray Seguire, Fire Chief Chris Carter, Police Chief David Grah, Public Works Director/City Engineer Gary Schley, Public Services Operator
PUBLIC COMMENT	The Mayor announced the public comment period. No public comments were provided.
SCHEDULED DISCUSSION	Discussion was held on the following Study Session agenda items:
1. Discuss City Core Parking Areas	A review of the City's Core Parking Areas was presented to Council by Public Services Officer Gary Schley. Public Services Officer Schley discussed the City's current parking requirements and parking areas in need of improvements. He then presented Council with a map of the city's core parking areas for their review. After discussing the map of core parking areas and how parking has changed on Main Street, Council discussed their concern of the two parcels off South Main Street on Short Street that is excluded from the City's core parking areas. Council asked staff that this situation be reviewed and brought back to Council on their recommendations to possibly add these parcels to the City's core parking area in the future. This change to the City's core parking area should assist in bringing future businesses to these properties.
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.

Councilmember Smith asked staff to place a discussion of Los Angeles Department of Water and Power properties and Economic Development on the May 12, 2014 Study Session agenda.

Council asked staff to cancel the June 9, 2014 Study Session meeting in order for Council to meet and greet the participants at the California High School Rodeo Association Dinner that evening. Council agreed that they will still meet at the City Council Chambers at 7:00 p.m. to hold their June 9, 2014 Regular Council Meeting as scheduled.

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

CLOSED SESSION

Closed Session began at 4:50 p.m. Council reconvened at 5:15 p.m.

Report on Closed Session:

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code § 54957 – Title: Police Chief

No action was taken.

2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code § 54957 – Title: Planning Director

No action was taken.

ADJOURNMENT

The meeting was adjourned at 5:15 p.m. to the regular meeting scheduled at 7:00 p.m.

JIM ELLIS, MAYOR

ATTEST: Keith Caldwell, City Clerk

By: _____
Robin Picken, Assistant City Clerk

CITY OF BISHOP
CITY COUNCIL MINUTES
APRIL 28, 2014

CALL TO ORDER Mayor Ellis called the meeting of the Bishop City Council to order at 7:04 p.m. in the City Council Chambers, 301 West Line Street, Bishop, California.

INVOCATION The invocation was given by Pastor Chris Costello of the Oasis of Grace Church followed by the Pledge of Allegiance led by Councilmember Smith.

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

COUNCIL ABSENT None

OTHERS PRESENT Keith Caldwell, City Administrator/Community Services Director
Robin Picken, Assistant City Clerk
Peter Tracy, Interim City Attorney
Ray Seguine, 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.

Rick Wahl, Manager for Bishop Waste, invited Council to the Home Show coming up on May 3, 2014 and to contact him should they wish to participate in his Bishop High School fundraising event.

No further public comments were provided.

DEPARTMENT HEAD REPORTS Reports from the Fire Department, Police Department, Public Works Department, Administration and Community Services Departments were given on the departments' activities including upcoming and ongoing projects.

CONSENT CALENDAR (1) Motion/Stottlemyre A motion was made by Councilmember Stottlemyre to approve the Consent Calendar as presented. Motion passed 5-0.

Ayes: Councilmember Smith, Stottlemyre, Glidewell, Mayor Pro Tem Gardner, and Mayor Ellis

Noes: None
Abstain: None
Absent: None

FOR APPROVAL/FILING

(a) Personnel Status Change Report

FOR INFORMATION/FILING

(b) Bishop Area Chamber of Commerce & Visitors
Bureau Update

(c) Department of Alcoholic Beverage Control -
Application Filed

(d) Water Fund Monthly Balances 2013/2014

(e) Sewer Fund Monthly Balances 2013/2014

PUBLIC HEARINGS

CITY FEES AND CHARGES
FISCAL YEAR 2014-2015
(2)

Mayor Ellis opened the public hearing to hear and consider public input on the proposed increases and decreases to fees and charges for city services for Fiscal Year 2014-2015 established by resolution.

No public comments were provided.

Motion/Stottlemyre

Councilmember Stottlemyre made a motion to close the public hearing. Motion passed 5-0.

Ayes: Councilmember Smith, Stottlemyre, Glidewell,
Mayor Pro Tem Gardner, and Mayor Ellis

Noes: None
Abstain: None
Absent: None

NEW BUSINESS

RESOLUTION – (14-04)
CITY FEES AND CHARGES
FISCAL YEAR 2014-2015
(3)

Motion/Smith

Councilmember Smith made a motion to adopt the proposed resolution by title only, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, AMENDING AND RESTATING CERTAIN FEES AND CHARGES FOR CITY SERVICES." Motion passed 5-0.

Ayes: Councilmember Smith, Stottlemyre, Glidewell,
Mayor Pro Tem Gardner, and Mayor Ellis

Noes: None
Abstain: None
Absent: None

POLICY ON THE USE OF
ELECTRONIC
COMMUNICATIONS
SYSTEMS

(4)
Motion/Glidewell

City Administrator Caldwell reviewed the proposed policy on the use of electronic communications systems with Council.

After a brief discussion, Councilmember Glidewell made a motion to approve the Policy for the Use of Electronic Communication Systems. Motion passed 5-0.

Ayes: Councilmember Smith, Stottlemyre, Glidewell, Mayor Pro Tem Gardner, and Mayor Ellis

Noes: None

Abstain: None

Absent: None

RESOLUTION – (14-05)
TO APPROVE CITY
STREETS FOR PARADE
DETOURS

(5)
Motion/Gardner

Public Works Director Grah summarized the process that participating organizations follow to provide detours of state highways during local parades.

On a motion by Mayor Pro Tem Gardner, the Council voted 5-0 to adopt the proposed resolution by title only, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, APPROVING THE TEMPORARY CLOSURE OF MAIN STREET AND WEST LINE STREET AND THE RE-ROUTING OF TRAFFIC DUE TO PARADES FOR THE CALENDAR YEAR 2014

Ayes: Councilmember Smith, Stottlemyre, Glidewell, Mayor Pro Tem Gardner, and Mayor Ellis

Noes: None

Abstain: None

Absent: None

STREET CLOSURE -
MULE DAYS PARADE

(6)
Motion/Smith

Councilmember Smith made a motion to approve the street closures related to the Mule Days Parade. Motion passed 5-0.

Ayes: Councilmember Smith, Stottlemyre, Glidewell, Mayor Pro Tem Gardner, and Mayor Ellis

Noes: None

Abstain: None

Absent: None

AWARD PINE TO PARK
PATH PROJECT
CONSTRUCTION
CONTRACT

(7)
Motion/Glidewell

Public Works Director Grah presented an update on the Pine to Park Path Project

After a brief discussion, Councilmember Glidewell made a motion to award the Pine to Park Path Project construction contract to V and C Construction, authorize the execution of the construction contract

with V and C Construction, and authorize the expenditure of up to \$165,757.20 through the construction contract. Motion passed 5-0.

Ayes: Councilmember Smith, Stottlemyre, Glidewell, Mayor Pro Tem Gardner, and Mayor Ellis
Noes: None
Abstain: None
Absent: None

APPROVE ADVERTISING
FOR SIGN PANELS
(8)
Motion/Gardner

Public Works Director Grah reviewed the need to replace deteriorated street signs.

On a motion by Mayor Pro Tem Gardner, the Council voted 5-0 to approve the advertisement for the purchase of sign panels

Ayes: Councilmember Smith, Stottlemyre, Glidewell, Mayor Pro Tem Gardner, and Mayor Ellis
Noes: None
Abstain: None
Absent: None

SET COMMISSION
INTERVIEW COMMITTEE
(9)

Due to the resignation of Water and Sewer Commissioner Forrest Cross on April 7, 2014 there is an unscheduled vacancy on the Water and Sewer Commission. This vacancy has been advertised according to procedure. It was determined that Mayor Pro Tem Gardner and Councilmember Glidewell will serve on the interview committee.

I
PRESENTATIONS

COUNCIL PRESENTATIONS
- PETER E. TRACY
(10)

Interim City Attorney Peter E. Tracy was presented with a city tile, a city coin, a city pocket watch, and a bouquet of flowers for his wife Sue, in recognition of his many years of public service as City Attorney and then as Interim City Attorney for the City of Bishop.

COUNCIL REPORTS

Council Members reported on committee meetings and announced upcoming community events.

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR *KJC*

SUBJECT: CONSENT CALENDAR – PERSONNEL STATUS CHANGE REPORT

DATE: JUNE 9, 2014

The following personnel item has been submitted for action at this meeting:

<u>FINANCE</u>	<u>EFFECTIVE DATE</u>
(A) Office Assistance	06/01/2014
Part-Time	
\$15.25/per hour	
to	
Accounting Secretary	
Full-Time	
\$3,729.00/per month	
EMPLOYEE: Jana Currie	

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**CITY OF BISHOP
MONTHLY SALARY SCHEDULE
July 1, 2014- June 30, 2015**

ADMINISTRATION

Position	Step 1	Step 2	Step 3	Step 4	Fixed
City Administrator/Community Services Director					\$11477
Executive Secretary/Assistant City Clerk	4537	4991	5489	6038	

FINANCE DEPARTMENT

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Assistant Finance Director					\$7032
Accounting Secretary/Budget Manager (Not Filled)	4537	4991	5489	6038	
Accounting Secretary	3766	4143	4557	5013	

COMMUNITY SERVICES DEPARTMENT

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Community Services Director (Not Filled)					\$9450
Community Services Secretary	3594	3954	4348	4783	
Parks and Recreation Supervisor	3718	4091	4499	4950	
Parks, Recreation and Facilities Worker (Not Filled)	3378	3716	4087	4496	
Recreation Supervisor	3718	4091	4499	4950	

FIRE DEPARTMENT

Position	Fixed
Fire Chief	\$9450

POLICE DEPARTMENT

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Chief					\$9450
Lieutenant					8217
Sergeant	5415	6496	7146		
Police Officer	5043	5604	6227		
Police Services Technician	3463	3809	4189	4609	
Communications Operator	3463	3809	4189	4609	
Police Services Secretary/Records Supervisor I (Not Filled)	3594	3954	4348	4783	
Police Services Secretary/Records Supervisor II	4063	4469	4917	5408	

PUBLIC WORKS DEPARTMENT

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Public Works Director					\$9450
Planning Director/Public Services Officer					6884
Public Services Officer (Not Filled)	4793	5273	5800	6380	
Public Works Superintendent	5123	5635	6198	6820	
Public Works Supervisor	4793	5273	5800	6380	
Lead Maintenance Worker (Not Filled)	4238	4662	5128	5642	
Maintenance Worker	3718	4091	4499	4950	
Public Works Secretary	3594	3954	4348	4783	

Cost of Living Adjustments for Miscellaneous; Mid-Management; Management; Bishop Police Officers Association Sworn and Non-Sworn Contracts for Fiscal Years 2012-2013 – 0%, 2013-2014 – 1%, 2014-2015 – 1%

For all Classifications -Step Increases occur annually with one year in between each step based on successful employee evaluations.

Revised and approved by Council June __, 2014; EFFECTIVE JULY 1, 2014

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INVESTMENT PORTFOLIO FOR THE CITY OF BISHOP

MONTH OF MAY 2014

<u>Bank Name</u>	<u>Type</u>	<u>Amount</u>	<u>Percentage</u>
State Treasury	LAIF	\$4,172,556.93	0.230%
Total Investment Portfolio		\$4,172,556.93	

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

www.treasurer.ca.gov/pmia
 -laif
 June 02, 2014

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

PMIA Average Monthly Yields

Account Number:

Tran Type Definitions

May 2014 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
5/27/2014	5/27/2014	RD	1433436	LORRAINE RAY	400,000.00

Account Summary

Total Deposit:	400,000.00	Beginning Balance:	3,772,556.93
Total Withdrawal:	0.00	Ending Balance:	4,172,556.93

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TO: City Council/City Administrator
FROM: Finance/Assistant Finance Director
DATE: June 9, 2014
SUBJECT: Warrant Register for the month of May, 2014

PAYABLE CHECK NUMBERS ISSUED

CK #66025 through 66067	\$ 108,937.63
CK #66068 through 66078	\$ 8,599.39
73	\$ 33,176.92
CK #66112 through 66114	\$ 416.08
CK #66115 through 66124	\$ 86,939.78
Cancelled checks #66125 through 66199	\$ -
CK #66200 through 66228	\$ 16,507.04
CK #66229 through 66232, cancelled check #65945	\$ 27,252.37
Cancelled checks #66233 through 66262	\$ -
CK #66263 through 66292	\$ 16,036.18
CK # 66293 through 66318	\$ 31,730.43
TOTAL PAYABLE EXP FOR May, 2014	\$ 329,595.82

PAYROLL CHECK NUMBERS ISSUED

Regular Payroll May 15, 2014	132,168.70
CK#39506 through 39545	
DD#7928 through 7972	
Special Payroll, May 19, 2014	565.50
CK#39546 through 39548	
Regular Payroll, May 30, 2014	129,874.67
CK#39613 through 39667	
DD#7973 through 8016	
Def Comp Programs	2,209.00
Dental	5,370.40
Disability	3,514.09
Life Insurance	392.00
Medical	47,489.56
Medicare	3,730.96
P.A.R.S.	21,112.71
PARS/ARS	342.95
PERS	72,072.50
Vision	857.18
TOTAL PAYROLL EXP FOR May, 2014	\$ 419,700.22
TOTAL EXPENDITURES FOR May, 2014	\$ 749,296.04

CITY OF BISHOP
 PUBLIC BUDGET ACCOUNTING

CHECK NUMBER	VENDOR	INVOICE NUMBER	P/O #	CHECK DATE	TRAN DATE	TRANS#	AMOUNT	CHECK TOTAL
66025	BISHOP CHAMBER OF COMMERCE	BCC		5/01/14	04/29/14	63453	11,916.66	11,916.66
66026	STANDARD INSURANCE CO.	STDINS/MAY		5/01/14	04/30/14	63492	19.05	19.05
66027	STATE COMPENSATION INSURANCE	010680-13		5/01/14	04/30/14	63493	5,846.50	5,846.50
66028	LEXIS NEXIS	58592105		5/01/14	04/30/14	63484	418.30	418.30
66029	PERRY MOTORS, INC.	124765/FIRE		5/01/14	04/29/14	63458	421.20	421.20
66030	SOUTHERN CALIFORNIA EDISON	CHLORNTR		5/01/14	04/30/14	63491	23.17	
		WELL4		5/01/14	04/30/14	63490	2,208.23	
66031	DEPARTMENT OF WATER & POWER	85MAIN/PMP		5/01/14	04/29/14	63459	26.91	2,258.31
		102ELINE		5/01/14	04/30/14	63469	66.72	
		125GROVE		5/01/14	04/30/14	63468	91.44	
		209WLINE		5/01/14	04/30/14	63508	1,132.75	
		293NMAIN		5/01/14	04/30/14	63472	48.21	
		646NMAIN		5/01/14	04/30/14	63474	169.35	
		688NMAIN		5/01/14	04/30/14	63473	421.59	
		690NMAIN		5/01/14	04/30/14	63470	250.79	
		700NMAIN		5/01/14	04/30/14	63471	775.22	2,956.07
66032	UNDERGROUND SERVICE ALERT	9518088112		5/01/14	04/30/14	63502	42.00	42.00
66033	KWART	13470		5/01/14	04/30/14	63481	445.18	
		13645		5/01/14	04/30/14	63482	7.78	
		14805		5/01/14	04/30/14	63483	91.85	544.81
66034	AMERIGAS - BISHOP	SEWERPLT		5/01/14	04/30/14	63464	237.92	237.92
66035	FEDERAL EXPRESS CORPORATE	262729988		5/01/14	04/29/14	63455	65.15	65.15
66036	LAW OFFICE OF PETER TRACY	APR FEE		5/01/14	04/30/14	63501	3,500.00	3,500.00
66037	STATE WATER RESOURCES	STWATERRES		5/01/14	04/30/14	63489	400.00	400.00
66038	QUILL CORP	2181499		5/01/14	04/30/14	63486	37.56	37.56
66039	MISSION LINEN & UNIFORM	140291051		5/01/14	04/30/14	63509	2.50	2.50
66040	SIERRA SECURITY SYSTEMS	482325		5/01/14	04/30/14	63521	44.50	44.50
66041	BISHOP AUTOMOTIVE CENTER	610/PD#6		5/01/14	04/30/14	63507	71.60	71.60
66042	SUDDENLINK PAYMENT CNTR	151WARREN		5/01/14	04/30/14	63497	69.95	
		207WLINE		5/01/14	04/30/14	63496	69.95	139.90
66043	VERIZON	8729321		5/01/14	04/29/14	63461	95.67	
		8735485		5/01/14	04/29/14	63462	52.82	
		8735866		5/01/14	04/30/14	63505	481.27	
		8738458		5/01/14	04/30/14	63504	141.09	770.85
66044	DAN NOLAN	MAY13/POST		5/01/14	04/30/14	63485	225.00	225.00
66045	VERIZON WIRELESS							

CITY OF BISHOP
 PUBLIC BUDGET ACCOUNTING

CHECK NUMBER	VENDOR	INVOICE NUMBER	P/O #	CHECK DATE	TRAN DATE	TRANS#	AMOUNT	CHECK TOTAL
66046	SECURITY LIFE INSURANCE	784-1408		5/01/14	04/30/14	63506	573.52	573.52
66047	CASCADE FIRE EQUIPMENT CO	MAY14		5/01/14	04/30/14	63494	268.52	268.52
66048	LARRY BAIN, CPA	57543		5/01/14	04/29/14	63454	271.40	271.40
66049	BANK OF AMERICA	BAIN/MAR		5/01/14	04/30/14	63465	4,000.00	4,000.00
66050	UNITED PARCEL SERVICE	BOFA/PD		5/01/14	04/30/14	63520	5,007.56	5,007.56
66051	PREFERRED SEPTIC	9Y292E174		5/01/14	04/30/14	63503	66.38	66.38
66052	BANK OF AMERICA	59155		5/01/14	04/29/14	63457	1,289.20	1,289.20
66053	SIERRA CONSERVATION PROJE	BOFA/RAY		5/01/14	04/29/14	63452	3,824.90	3,824.90
66054	RO ANDERSON	2014707/APR		5/01/14	04/30/14	63460	19.00	19.00
66055	LAURA SMITH	34051		5/01/14	04/30/14	63487	5,433.75	5,433.75
66056	IN THE SWIM	APR/SMITH		5/01/14	04/30/14	63495	91.62	91.62
66057	STANTEC CONSULTING SERV.	003526209		5/01/14	04/30/14	63480	273.80	273.80
66058	JIM ELLIS	784713		5/01/14	04/30/14	63498	3,521.45	3,521.45
66059	BISHOP LOCKSMITH	MAY2/ONTRIO		5/01/14	04/30/14	63475	494.00	494.00
66060	FROST COMPANY	092/POOL		5/01/14	04/30/14	63466	18.90	18.90
66061	PATRICIA GARDNER	799-014		5/01/14	04/30/14	63478	47,485.00	47,485.00
66062	OWENS VALLEY PEST	MAY16/DMD		5/01/14	04/30/14	63479	442.33	442.33
66063	BIG PINE PEST CONTROL	OVPEST/FIRE		5/01/14	04/29/14	63456	30.00	30.00
66064	S.CALIF MUNICIPAL	12715		5/01/14	04/30/14	63467	333.00	333.00
66065	TJ'S FIRING LINE	2428/APR		5/01/14	04/30/14	63499	1,364.00	1,364.00
66066	BISHOP FORD	850/07EXPL		5/01/14	04/30/14	63500	710.52	710.52
66067	ENVIROMENTAL WATER	147865FOWG		5/01/14	04/30/14	63477	36.67	36.67
		1942		5/01/14	04/30/14	63476	3,464.23	3,464.23

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108,937.63

CHECK NUMBER	VENDOR	INVOICE NUMBER	P/O #	CHECK DATE	TRAN DATE	TRANS#	AMOUNT	CHECK TOTAL
66068	MR. K. AUTOMOTIVE SERVICE	104201/EN7		5/06/14	04/30/14	63530	266.68	266.68
66069	STEVE'S AUTO & TRUCK PART	125342/FIRE		5/06/14	04/30/14	63532	50.75	50.75
66070	MANOR TRUE VALUE HARDWARE	A203416/		5/06/14	04/30/14	63513	15.55	15.55
66071	SIELECT SUPPLY	162249		5/06/14	04/30/14	63529	39.94	39.94
66072	VISION SERVICE PLAN	APR2014		5/06/14	04/30/14	63526	36.44	36.44
66073	INYO REGISTER	AD45509		5/06/14	04/30/14	63528	98.20	98.20
66074	RESERVE ACCOUNT	APR14		5/06/14	04/30/14	63531	218.00	218.00
66075	CALPERS	APR2014		5/06/14	04/30/14	63527	5,755.60	5,755.60
66076	THE SOUND SHOPPE	10122690		5/06/14	04/30/14	63522	75.00	75.00
		10122691		5/06/14	04/30/14	63523	75.00	75.00
		10122960		5/06/14	04/30/14	63524	75.00	225.00
66077	DAVID STOTTLEMYRE	4-17/LUNCH		5/06/14	04/30/14	63525	12.00	12.00
66078	CARMICHAEL BUSINESS TECH.	CBT/MAY14		5/06/14	05/06/14	63533	1,881.23	1,881.23
							1,881.23	8,599.39

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CHECK NUMBER	VENDOR	INVOICE NUMBER	P/O #	CHECK DATE	TRAN DATE	TRANS#	AMOUNT
66079	BISHOP CREEK WATER ASSOC.	80-080-09		5/08/14	05/08/14	63546	200.00
66080	EASTERN SIERRA COMMUNITY	4088/PW		5/08/14	05/08/14	63549	130.39
66081	HARTSHORN'S HARDWARE	23748		5/08/14	05/08/14	63551	71.25
66082	HIGH COUNTRY LUMBER	2515/PRK		5/08/14	04/16/14	63332	22.11
		2522		5/08/14	05/08/14	63586	21.58
		2537/CS		5/08/14	04/16/14	63333	14.57
		2560/PW		5/08/14	04/16/14	63334	19.42
		2711/PW		5/08/14	04/16/14	63335	15.63
		2714/PRK		5/08/14	04/16/14	63336	33.03
		2804/PW		5/08/14	04/16/14	63337	323.99
		2838/PRK		5/08/14	04/16/14	63338	23.81
		2848/CS		5/08/14	04/16/14	63339	7.24
		2880		5/08/14	04/30/14	63516	5.93
		3136/SMPH		5/08/14	04/16/14	63340	5.34
		3313/PW		5/08/14	04/16/14	63342	5.34
		3488/PRK		5/08/14	04/16/14	63341	26.21
		3500/PW		5/08/14	04/16/14	63343	15.11
		3574/PW		5/08/14	04/16/14	63344	15.64
		3753/PW		5/08/14	04/16/14	63345	18.44
		3840		5/08/14	05/08/14	63587	23.32
		3841		5/08/14	05/08/14	63588	44.18
		4133/PW		5/08/14	05/08/14	63589	24.76
		4172		5/08/14	05/08/14	63590	138.60
		4329		5/08/14	05/08/14	63591	15.41
		4350		5/08/14	05/08/14	63592	25.26
		4399		5/08/14	05/08/14	63593	17.96
		4430/PW		5/08/14	04/16/14	63347	19.36
		4500/PW		5/08/14	04/16/14	63348	19.40
		4724		5/08/14	04/30/14	63517	6.74
		5028		5/08/14	05/08/14	63594	26.23
		5508		5/08/14	05/08/14	63594	25.26
		5511		5/08/14	05/08/14	63595	40.80
		5669		5/08/14	05/08/14	63596	19.05
		5707		5/08/14	05/08/14	63597	11.64
		5735		5/08/14	04/30/14	63518	35.27
		5751		5/08/14	05/08/14	63598	.49
		5829		5/08/14	05/08/14	63599	15.60
		5923		5/08/14	05/08/14	63600	15.54
		6192		5/08/14	04/30/14	63519	12.43
		6215		5/08/14	05/08/14	63601	8.25
		6299		5/08/14	05/08/14	63602	50.59
		6340		5/08/14	05/08/14	63603	6.27
		6404		5/08/14	05/08/14	63604	8.73
		6471		5/08/14	05/08/14	63605	6.12
		6526		5/08/14	05/08/14	63606	22.82
		6528		5/08/14	05/08/14	63552	24.75
		6582		5/08/14	05/08/14	63553	28.73
66083	SOUTHERN CALIFORNIA EDISO	JOHNSTLIFT		5/08/14	05/08/14	63561	80.01
		3300/WLINE		5/08/14	05/08/14	63559	28.66
		85WHTMIN		5/08/14	05/08/14	63562	35.02
		900POLETA		5/08/14	05/08/14	63558	1,729.22

1,267.05

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DEPARTMENT OF WATER & POW	980POLETA		5/08/14	05/08/14	63560	384.90	2,257.81
BISHOP VOLUNTEER FIRE DEP	690MAIN#A		5/08/14	05/08/14	63547	54.16	54.16
BISHOP VETERINARY HOSPITA	APR14		5/08/14	05/08/14	63573	2,204.00	2,204.00
DEAN'S PLUMBING & HEATING	98186		5/08/14	05/08/14	63542	102.70	102.70
MANOR TRUE VALUE HARDWARE	48736		5/08/14	05/08/14	63574	3,344.00	3,344.00
WESTERN NEVADA SUPPLY CO.	A203407		5/08/14	05/08/14	63575	5.83	5.83
	55821580		5/08/14	04/16/14	63359	1,818.62	
	55827312		5/08/14	04/16/14	63360	2,755.26	
	55829749		5/08/14	04/16/14	63361	66.96	
	55839790		5/08/14	04/16/14	63362	30.38	
	55840526		5/08/14	04/24/14	63443	24.84	
	55844873		5/08/14	04/24/14	63442	68.04	
	55851721		5/08/14	04/30/14	63514	101.65	
	55851743		5/08/14	04/30/14	63515	24.84	
	55851767		5/08/14	05/08/14	63568	531.01	2,941.60
EMPLOYMENT DEVELOPMENT DE	944-0750-9		5/08/14	05/08/14	63548	1,489.00	1,489.00
BISHOP HEATING & AIR COND	32003/CS		5/08/14	05/08/14	63572	374.46	374.46
AMERIGAS - BISHOP	POOL		5/08/14	05/08/14	63571	936.05	936.05
ABLE RIBBON TECHNOLOGY	183266		5/08/14	05/08/14	63539	265.74	265.74
XEROX CORP	073862956		5/08/14	05/08/14	63569	562.87	
	073863001		5/08/14	05/08/14	63585	424.85	
	078870003		5/08/14	05/08/14	63570	235.01	1,222.73
RITE-WAY POOL & SPA	26117/PK		5/08/14	05/08/14	63579	1,040.02	
	26155		5/08/14	05/08/14	63556	1,155.36	2,195.38
QUILL CORP	2524222		5/08/14	05/08/14	63555	11.33	
	2524944		5/08/14	05/08/14	63576	279.00	
	2530823		5/08/14	05/08/14	63577	49.67	
	2577696		5/08/14	05/08/14	63578	49.67	389.67
INTEGRATED WASTE MNGMENT	75338		5/08/14	04/30/14	63510	109.00	
	76361		5/08/14	04/30/14	63511	19.00	128.00
ALPINE PAINT OF BISHOP	B0077421		5/08/14	05/08/14	63540	256.26	
	B0077422		5/08/14	05/08/14	63541	24.50	280.76
BISHOP AUTOMOTIVE CENTER	1-267/PD		5/08/14	05/08/14	63544	777.50	
	1-317/PD		5/08/14	05/08/14	63545	208.47	985.97
SUDDENLINK PAYMENT CNTR	198MACIVER		5/08/14	05/08/14	63580	1,220.65	1,220.65
VERIZON	8735863		5/08/14	05/08/14	63583	305.67	305.67
VERIZON WIRELESS	FIRE		5/08/14	05/08/14	63566	5.02	

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66103	BIG MTN BOTTLED WATER	784-1449		5/08/14	05/08/14	63584	231.18	236.20
66104	THOMAS PETROLEUM, LLC	31845		5/08/14	05/08/14	63543	169.10	169.10
66105	UPS STORE, THE	CL05468/PW CL05632/PD CL05633		5/08/14	05/08/14	63564	2,025.44	5,294.82
				5/08/14	05/08/14	63563	2,698.29	
				5/08/14	05/08/14	63582	571.09	
66106	MISSION JANITORIAL	4173/APR		5/08/14	05/08/14	63565	52.36	52.36
66107	STATE WATER RESOURCE CONT	405389-00		5/08/14	04/16/14	63331	61.15	61.15
66108	H&S ENVIRONMENTAL, LLC	STWATERRES		5/08/14	05/08/14	63557	170.00	170.00
66109	MAMMOTH LAKES LAUNDROMAT	I374292014		5/08/14	05/08/14	63550	2,874.50	2,874.50
66110	STANLEY WOODIN	APR14		5/08/14	05/08/14	63554	30.62	30.62
66111	TYSON SPARROW	PW/APR		5/08/14	05/08/14	63567	85.30	85.30
		APR/SMHP		5/08/14	05/08/14	63581	1,830.00	1,830.00
								33,176.92

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66112	BROWN'S SUPPLY	84970		5/09/14	05/09/14	63608	5.67	329.67
		84982		5/09/14	05/09/14	63609	324.00	
66113	HIGH COUNTRY LUMBER	4350/CR.PD		5/09/14	05/09/14	63610	12.63-	53.41
		6605/FIRE		5/09/14	05/09/14	63611	19.41	
		6618/FIRE		5/09/14	05/09/14	63612	46.63	
66114	INTEGRATED WASTE MNGMENT	77468		5/09/14	05/09/14	63607	33.00	33.00
								416.08

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CHECK NUMBER	VENDOR	INVOICE NUMBER	P/O #	CHECK DATE	TRAN DATE	TRANS#	AMOUNT	CHECK TOTAL
66115	DEPARTMENT OF WATER & POW	ST. LIGHTS		5/15/14	05/14/14	63613	1,447.89	1,447.89
66116	ADVANCED DATA SYSTEMS, INC	1404002		5/15/14	05/14/14	63617	850.00	850.00
66117	BANK OF AMERICA	RPICKEN		5/15/14	05/14/14	63614	248.54	248.54
66118	MISSION LINEN & UNIFORM	FIRE		5/15/14	05/14/14	63619	40.44	40.44
66119	BAUER PLANNING & ENV SVCS	4		5/15/14	05/14/14	63624	5,000.00	5,000.00
66120	BARTEL ASSOC LLC	14 358		5/15/14	05/14/14	63621	2,900.00	3,770.00
66121	TRIAD/HOLMES ASSOCIATES	14 359		5/15/14	05/14/14	63622	17,724.70	19,720.20
66122	THOMAS PETROLEUM, LLC	4002693		5/15/14	05/14/14	63615	1,995.50	1,267.26
66123	CARMICHAEL BUSINESS TECH.	4002694		5/15/14	05/14/14	63616	1,267.26	209.65
66124	MARZANO & SONS	CL05631		5/15/14	05/14/14	63618	209.65	54,385.80
66200	BISHOP CHAMBER OF COMMERC	15297		5/15/14	05/14/14	63623	54,385.80	140.00
66201	ROLLINS ELECTRIC, INC.	WYERD		5/15/14	05/14/14	63620	140.00	410.36
66202	SOUTHERN CALIFORNIA EDISO	5/19/14		5/15/14	05/15/14	63655	410.36	1,012.45
66203	BISHOP WELDING SUPPLY	110061		5/15/14	05/15/14	63642	26.01	31.07
66204	GOLDEN STATE CYCLE	WYERD		5/15/14	05/15/14	63657	47.56	11.24
66205	DEAN'S PLUMBING & HEATING	85JAY		5/15/14	05/15/14	63659	11.88	136.03
66206	KWART	960POLETA		5/15/14	05/15/14	63660	29.11	19.33
66207	HIGH SIERRA AWARDS & ENGR	726224		5/15/14	05/15/14	63647	19.33	157.89
66208	AMERIGAS - BISHOP	206470		5/15/14	05/15/14	63661	183.92	498.32
66209	STATE OF CALIFORNIA	48785		5/15/14	05/15/14	63662	156.51	1,788.00
66210	ABLE RIBBON TECHNOLOGY	3/17/14		5/15/14	05/15/14	63650	554.70	975.35
66211	ALEX PRINTING	120768		5/15/14	05/15/14	63654	30.23	14.00
66212	QUILL CORP	PD		5/15/14	05/15/14	63643		
66213	MISSION LINEN & UNIFORM	PRKPOOL		5/15/14	05/15/14	63644		
66214	INYO REGISTER	SWRPLNT		5/15/14	05/15/14	63645		

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66215	VERIZON	AD45864		5/15/14	05/15/14	63640	14.70	14.70
		122-0033		5/15/14	05/15/14	63634	43.91	
		181-0109		5/15/14	05/15/14	63633	43.91	
		181-0151		5/15/14	05/15/14	63635	43.91	
		181-1001		5/15/14	05/15/14	63632	43.91	
		181-2455		5/15/14	05/15/14	63636	43.91	
		872-4240		5/15/14	05/15/14	63638	47.52	
		872-7201		5/15/14	05/15/14	63637	45.53	312.60
66216	USA BLUEBOOK	340143		5/15/14	05/15/14	63641	179.16	179.16
66217	JONES & MAYER LAW OFFICE	58053		5/15/14	05/15/14	63656	1,443.00	1,443.00
66218	SIERRA CONSERVATION PROJE	2014881		5/15/14	05/15/14	63664	58.00	58.00
66219	PRINT SOLUTIONS, INC	21370		5/15/14	05/15/14	63653	996.53	996.53
66220	CROP PRODUCTION SERVICES	24079040		5/15/14	05/15/14	63649	184.69	184.69
66221	VERIZON BUSINESS	PD		5/15/14	05/15/14	63628	89.50	89.50
66222	ADAMSON POLICE PRODUCTS	138339		5/15/14	05/15/14	63625	1,923.75	1,923.75
66223	STANTEC CONSULTING SERV.	789937		5/15/14	05/15/14	63651	264.00	264.00
66224	THE SHIRT MAN	379398		5/15/14	05/15/14	63639	700.90	700.90
66225	O'REILLY AUTOMOTIVE, INC.	326028		5/15/14	05/15/14	63646	7.11	7.11
66226	BISHOP FORD	FOCS139208		5/15/14	05/15/14	63627	4,076.19	4,076.19
66227	YSI INCORPORATED	562622		5/15/14	05/15/14	63648	381.52	381.52
66228	BATTERY WAREHOUSE DIRECT	74923		5/15/14	05/15/14	63663	139.75	139.75

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103,446.82

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65945	BAUER PLANNING & ENV SVCS	BAUER/MAR14		5/21/14	05/21/14	63237	5,000.00-	5,000.00-
66229	PUBLIC EMP RETIREMENT SYS	JUNE2014		5/21/14	05/21/14	63668	32,072.75	32,072.75
66230	VERIZON BUSINESS	8724240		5/21/14	05/21/14	63667	3.31	
		8727201		5/21/14	05/21/14	63667	3.32	
		8729321		5/21/14	05/21/14	63667	3.47	
		8734873		5/21/14	05/21/14	63667	3.58	
		8734926		5/21/14	05/21/14	63667	11.63	
		8735485		5/21/14	05/21/14	63667	5.11	
		8735863		5/21/14	05/21/14	63667	8.91	
		8735864		5/21/14	05/21/14	63667	14.79	54.12
66231	BISHOP UNIFIED SCHOOL	1314132		5/21/14	05/21/14	63666	68.00	68.00
66232	THE SECRET SANDWICH SOC	REIMB		5/21/14	05/21/14	63665	57.50	57.50
								27,252.37

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66263	BROWN'S SUPPLY	88940/FIRE		5/22/14	05/22/14	63700	9.89	
66264	DEPARTMENT OF WATER & POW	90683/FIRE		5/22/14	05/22/14	63701	258.66	268.55
		175WARREN		5/22/14	05/22/14	63716	706.09	
		205HOME		5/22/14	05/22/14	63715	38.88	
		209WLINE-A		5/22/14	05/22/14	63718	37.98	
		237WARREN		5/22/14	05/22/14	63717	1,251.91	
		377WLINE#A		5/22/14	05/22/14	63714	343.96	
		701WLINE		5/22/14	05/22/14	63712	92.77	
				5/22/14	05/22/14	63711	2,057.58	
				5/22/14	05/22/14	63713	57.17	4,586.34
66265	DEAN'S PLUMBING & HEATING	48872/MAY		5/22/14	05/22/14	63710	285.26	285.26
66266	WESTERN NEVADA SUPPLY CO.	558366661		5/22/14	05/22/14	63747	235.27	235.27
66267	KMART	02527687		5/22/14	05/22/14	63726	19.40	19.40
66268	AMERIGAS - BISHOP	POOL		5/22/14	05/22/14	63699	575.48	575.48
66269	FEDERAL EXPRESS CORPORATI	265684816		5/22/14	05/22/14	63719	26.18	26.18
66270	DAVID HEFNER CONSULTING	120488		5/22/14	05/22/14	63721	337.50	337.50
66271	CALIF RURAL WATER ASSOC	PW/DISHION		5/22/14	05/22/14	63709	639.00	639.00
66272	QUILL CORP	0382907		5/22/14	05/22/14	63737	181.39	
		2850179/AD		5/22/14	05/22/14	63734	15.24	
		2850179/CC		5/22/14	05/22/14	63734	9.71	
		2850179/FN		5/22/14	05/22/14	63734	15.24	
		2850179/PK		5/22/14	05/22/14	63734	15.24	
		2928758/AD		5/22/14	05/22/14	63733	16.19	
		2958069/AD		5/22/14	05/22/14	63735	43.05	
		2958069/FN		5/22/14	05/22/14	63735	43.06	
		2958069/PK		5/22/14	05/22/14	63735	43.06	
		2960528/FN		5/22/14	05/22/14	63736	7.55	389.73
66273	COMMUNITY PRINTING	42564/PW		5/22/14	05/22/14	63707	25.92	
		42616/PW		5/22/14	05/22/14	63708	191.16	217.08
66274	SIERRA SECURITY SYSTEMS	483843		5/22/14	05/22/14	63738	44.50	44.50
66275	INYO REGISTER	AD45964		5/22/14	05/22/14	63722	48.95	48.95
66276	BISHOP AUTOMOTIVE CENTER	1-1041/PD		5/22/14	05/22/14	63705	198.39	198.39
66277	VERIZON	VRZONLINE		5/22/14	05/22/14	63745	89.99	
		1925555		5/22/14	05/22/14	63744	7.02	
		8723485		5/22/14	05/22/14	63743	57.15	154.16
66278	PARS PHASE II SYSTEMS	28675/PARS		5/22/14	05/22/14	63731	1,000.00	
		28738/PARS		5/22/14	05/22/14	63732	416.16	1,416.16
66279	USA BLUEBOOK	337265/PW		5/22/14	05/22/14	63741	117.08	
		346254/PW		5/22/14	05/22/14	63742	97.15	97.15

CITY OF BISHOP
 PUBLIC BUDGET ACCOUNTING

CHECK NUMBER	VENDOR	INVOICE NUMBER	P/O #	CHECK DATE	TRAN DATE	TRANS#	AMOUNT
66280	GRANITE CONSTRUCTION CO	640509		5/22/14	05/22/14	63720	106.44
66281	BANK OF AMERICA	BOFA/PD		5/22/14	05/22/14	63702	110.02
66282	JONES & MAYER LAW OFFICE	67788/CS 67789/PD		5/22/14 5/22/14	05/22/14 05/22/14	63724 63725	76.00 2,755.00
66283	THOMAS PETROLEUM, LLC	1248061-IN		5/22/14	05/22/14	63739	803.69
66284	BANK OF AMERICA	BOFA/PW		5/22/14	05/22/14	63703	830.46
66285	BANK OF AMERICA	BOFA/KEITH		5/22/14	05/22/14	63704	324.93
66286	J.ROUSEK'S GIGGLETIME TOY	191955/PD		5/22/14	05/22/14	63723	53.49
66287	VERIZON CALIFORNIA	UH82683		5/22/14	05/22/14	63746	588.93
66288	711 MATERIALS, INC	41710572		5/22/14	05/22/14	63748	98.50
66289	PACIFIC TELEMAGEMENT	645693		5/22/14	05/22/14	63730	65.00
66290	BSK ASSOCIATES	A410906		5/22/14	05/22/14	63706	130.50
66291	OWENS VALLEY PEST	207LINE/PD 209WLINE 960POLITA		5/22/14 5/22/14 5/22/14	05/22/14 05/22/14 05/22/14	63729 63727 63728	30.00 30.00 30.00
66292	UNITED COMMUNICATIONS COR	799461/FIRE		5/22/14	05/22/14	63740	541.34

CHECKS TOTAL

16,036.18

CITY OF BISHOP
 PUBLIC BUDGET ACCOUNTING

CHECK NUMBER	VENDOR	INVOICE NUMBER	P/O #	CHECK DATE	TRAN DATE	TRANS#	AMOUNT	CHECK TOTAL
66293	BISHOP CHAMBER OF COMMERC	BCC		5/29/14	05/29/14	63752	11,916.66	11,916.66
66294	SOUTHERN CALIFORNIA EDISO	MCIVERPMP STRGTNK WELL2 198MCIVER 85BRUCE 85NMAIN 85YANEYSIG		5/29/14 5/29/14 5/29/14 5/29/14 5/29/14 5/29/14 5/29/14	05/29/14 05/29/14 05/29/14 05/29/14 05/29/14 05/29/14 05/29/14	63763 63768 63770 63766 63765 63764 63767	28.70 28.79 1,394.56 40.39 27.04 128.10 55.03	
66295	DEPARTMENT OF WATER & POW	102ELINE 125GROVE		5/29/14 5/29/14	05/29/14 05/29/14	63756 63755	68.77 88.07	156.84
66296	FARMER BROS. CO.	59850587		5/29/14	05/29/14	63757	48.18	48.18
66297	DEAN'S PLUMBING & HEATING	48936		5/29/14	05/29/14	63789	273.49	273.49
66298	CLINICAL LABORATORY OF	935936		5/29/14	05/29/14	63753	45.00	45.00
66299	KWART	02535721 02615779		5/29/14 5/29/14	05/29/14 05/29/14	63792 63791	10.79 116.09	126.88
66300	AMERIGAS - BISHOP	PD/377LLINE POOL		5/29/14 5/29/14	05/29/14 05/29/14	63785 63784	78.12 423.08	501.20
66301	RITE-WAY POOL & SPA	26185		5/29/14	05/29/14	63793	755.97	755.97
66302	SUDDENLINK PAYMENT CNTR	151WARREN 207WLINE 688NMAIN		5/29/14 5/29/14 5/29/14	05/29/14 05/29/14 05/29/14	63772 63771 63773	69.95 69.95 139.95	279.85
66303	VERIZON	8735485 8735863 8735866		5/29/14 5/29/14 5/29/14	05/29/14 05/29/14 05/29/14	63778 63776 63777	53.25 304.51 482.28	840.04
66304	VERIZON WIRELESS	784-0679 784-1408 784-1449 784-1471		5/29/14 5/29/14 5/29/14 5/29/14	05/29/14 05/29/14 05/29/14 05/29/14	63782 63781 63783 63779	191.51 662.19 235.52 170.24	1,259.46
66305	DEVON'S FLOWER PATCH	6638		5/29/14	05/29/14	63754	49.68	49.68
66306	PREFERRED SEPTIC	59791		5/29/14	05/29/14	63761	1,369.70	1,369.70
66307	MYERS STEVENS & TOOHEY	1122138		5/29/14	05/29/14	63760	261.00	261.00
66308	BANK OF AMERICA	BOFA/RAY		5/29/14	05/29/14	63751	1,730.27	1,730.27
66309	TYCO INTEGRATED SECURITY	21634302 21852316		5/29/14 5/29/14	05/29/14 05/29/14	63774 63775	280.89 280.89	561.78
66310	LEHR AUTO ELECTRIC	01097836		5/29/14	05/29/14	63758	154.78	154.78
66311	RO ANDERSON	34139		5/29/14	05/29/14	63762	1,372.50	1,372.50
66312	MUNICIPAL CODE CORP							

CITY OF BISHOP
PUBLIC BUDGET ACCOUNTING

CHECK NUMBER	VENDOR	INVOICE NUMBER	P/O #	CHECK DATE	TRAN DATE	TRANS#	AMOUNT	CHECK TOTAL
66313	BEN FRANKLIN CRAFTS	242363		5/29/14	05/29/14	63759	683.97	683.97
66314	CARMICHAEL BUSINESS TECH.	761787		5/29/14	05/29/14	63786	252.86	252.86
66315	BURKE WILLIAMS & SORENSEN	MSP-15417		5/29/14	05/29/14	63788	900.00	900.00
66316	GREG BIRD	176996		5/29/14	05/29/14	63749	3,944.00	4,349.00
66317	HIGH SIERRA DISTRIBUTING	176998		5/29/14	05/29/14	63750	405.00	
66318	BANK OF AMERICA	PD/MAY		5/29/14	05/29/14	63787	226.63	226.63
		406378		5/29/14	05/29/14	63790	167.90	167.90
		BOFA/PD		5/29/14	05/29/14	63803	1,744.18	1,744.18
								31,730.43

CHECKS TOTAL



PUBLIC WORKS DEPARTMENT
P.O. DRAWER Q
INDEPENDENCE, CALIFORNIA 93526
(760) 878-0201
(760) 878-2001 FAX

County of
INYO

lh

Clint G. Quilter, Director
Jim Tatum, Deputy Director

May 7, 2014

City of Bishop
P.O. Box 1236
Bishop, CA 93515

Attn: Keith Caldwell
City Administrator

Re: Contract with Inyo County

Dear Mr. Caldwell,

Inyo County Public Works desires to exercise the first of two options to extend its lease of the office property known as the "Clark Wing" at 301 West Line Street, Bishop, for the period of July 1, 2014 through June 30, 2015.

The current fee is \$1.12 per square foot and this should be increased to \$1.15 per square foot. If you agree to the extension, please sign both copies of the enclosed letter, keeping one for your records and return one copy to our office in the enclosed envelope.

Agree to Terms & Extension:

Signature: _____

Dates: _____

If you have any questions, I can be reached directly at 760-878-0214 or by e-mail at cquilter@inyocounty.us.

Sincerely,

A handwritten signature in black ink, appearing to read "Clint Quilter", with a long horizontal stroke extending to the right.

Clint Quilter
Public Works Director

CQ/dmh

Cc: File



RECEIVED
FEB 10 2014
CITY OF BISHOP

Judicial Council of California
ADMINISTRATIVE OFFICE OF THE COURTS
JUDICIAL AND COURT ADMINISTRATIVE SERVICES DIVISION
2255 North Ontario Street, Suite 200 • Burbank, California 91504-3120
Telephone 818-558-3060 • Fax 818-558-3114 • TDD 415-865-4272

TANI G. CANTIL-SAKAUYE
Chief Justice of California
Chair of the Judicial Council

STEVEN JAHR
Administrative Director of the Courts

CURT SODERLUND
Chief Administrative Officer

February 5, 2014

KSC
2/10/2014

Mr. Keith Caldwell
City Administrator
City of Bishop
P.O. Box 1236
377 West Line Street
Bishop, CA 93515

Re: Clark Wing, Bishop City Hall Building, 301 West Line Street, Bishop, California
AOC Facility ID No. 14-C1, 0119L

Dear Mr. Caldwell:

Effective October 1, 2008, the County of Inyo assigned its interest in the Lease Agreement dated July 11, 2008, by and between the City of Bishop, as Lessor, and the County of Inyo, as Lessee, for the use of 4,339 square feet of office space in the Clark Wing of the Bishop City Hall Building (the "Lease"), to the Judicial Council of California, Administrative Office of the Courts ("AOC"), as Assignee, and the AOC assumed all rights and obligations of the County of Inyo under the Lease. Subsequently, the AOC and the City of Bishop signed a Third Amendment to Lease granting the AOC four one-year Optional Extension Terms, which allow the AOC to extend the Lease in one-year increments up to and including June 30, 2016.

By this letter and pursuant to the Third Amendment to Lease, the AOC hereby exercises the third one-year Optional Extension Term, commencing July 1, 2014, and expiring June 30, 2015. The current rent of \$4,883.59 per month shall increase by 3% to \$5,030.10 during the third Optional Extension Term, as provided for in the Third Amendment to Lease.

City of Bishop
Mr. Keith Caldwell
February 5, 2014
Page 2

Thank you for your attention to this notice. We look forward to continuing our tenancy with you. Please contact me at 818-558-3116 or Joanne.Williamson@jud.ca.gov if you have any questions or concerns.

Very truly yours,



Joanne Williamson
Senior Real Estate Analyst

JW:ep

cc: Hon. Brian Lamb, Presiding Judge, Superior Court of Inyo County
Hon. Dean T. Stout, Assistant Presiding Judge, Superior Court of Inyo County
Ms. Tammy L. Grimm, Court Executive Officer, Superior Court of Inyo County
Ms. Virginia Bird, Assistant Court Executive Officer, Superior Court of Inyo County
Ms. Eunice Calvert-Banks, Manager, Real Estate, AOC Office of Real Estate and
Facilities Management (OREFM)
Mr. Nick Turner, Regional Manager, Facilities Operations, AOC OREFM
Mr. Steve Wagner, Supervising Facilities Management Administrator, AOC OREFM
Mr. Edmund Peterson, Portfolio Administration Analyst, AOC OREFM

301 West Line Street, Suite D
Bishop, California 93514
760-872-1415
760-872-1415 Fax
escsd@usamedia.tv

**Eastern Sierra
Community Service District**

Memo

To: Robin Picken, City of Bishop Assistant City Clerk
From: Jennifer Krafcheck, ESCSD Office Manager/Board Secretary
Date: 5/15/2014
Re: 2014-2015 Lease Agreement for 301 West Line Street, Suite D

At their Regular Meeting on Wednesday, May 14, 2014, the ESCSD Board of Directors approved the attached Proposed Lease Agreement for office space in Suite D of the Clark Wing at 301 West Line Street.

Attached please find two copies of the 2014-2015 Lease Agreement signed by the ESCSD Board President and ESCSD Board Secretary. When the Lease Agreement has been approved and signed by the City of Bishop, please return one of the signed originals to the District.

The District's Board and Staff greatly appreciate the opportunity to continue our Lease and we look forward to our continued positive working relationship with the City.

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July 1, 2014, by and between the CITY OF BISHOP, hereinafter referred to as "LESSOR", and EASTERN SIERRA COMMUNITY SERVICES DISTRICT, hereinafter referred to as "LESSEE".

5/07/14

WITNESSETH

I

RECITALS

1.01. The Lessor is the owner of that certain real property in the City of Bishop, County of Inyo, State of California, known as the Clark Wing of the Bishop City Hall Building, in which building is office space of approximately 677 square feet, which includes approximately 119 square feet of common area which is the amount of square feet appurtenant to the leased premises utilized as restrooms and hallways. A plot plan is attached hereto, marked Exhibit "A", and made a part hereof, which plot plan more particularly describes said space.

1.02. It is the mutual desire, intent and purpose of the parties hereto that the Lessor lease and let said premises to the Lessee for the term, at the rental, and subject to the provisions and conditions hereinafter set forth.

II
LEASE

2.01. Term. Lessor, in consideration of the rents, covenants and agreements hereinafter contained and set forth to be promptly paid, kept and performed by the Lessee, and upon the condition that each and all of said covenants and space more particularly described in Section 1.01 hereof, for a term of one (1) year, commencing as of the first day of July 2014, and terminating at midnight on the 30th day of June, 2015, at and for the rental hereinafter provided to be paid by the Lessee.

2.02 Rental.

(a) As rental for the use and occupancy of said premises during the term hereof, Lessee promise and agree to pay unto the Lessor a sum determined by the Fee Schedule attached hereto as Exhibit "B" which is made a part hereof.

2.03. Lessee Covenants. The Lessee do hereby hire, lease and take of and from the Lessor the said premises for the said term and at the said rental, and do hereby covenant and agree with Lessor as follows:

(a) Payment of Rent. That Lessee will pay the rent reserved to the Lessor at the place designated by the Lessor at the time and in the manner provided as aforesaid for the payment thereof, without deduction or delay.

(b) Default. Should the Lessee be in default in the performance of any condition, covenant or agreement herein contained, or should it abandon or vacate said premises, besides other remedies or rights the Lessor may have, it shall be optional with the Lessor, after giving said thirty-day written notice of default, to relet said premises or any portion thereof for such rent and upon such terms as the Lessor may deem fit and proper, and if a sufficient sum shall not be thus realized after paying the expenses of such reletting, Lessee agree to satisfy and pay the deficiencies, and to pay the expenses of such reletting, including any and all attorneys' fees, costs and expenses incurred or necessary in connection therewith. For purposes of this section, "sufficient sum" shall mean an amount equal to the sum total of all of Lessee lease payments for the unexpired balance of the lease term, plus Lessor expenses of reletting the premises, including any and all attorney's fees, costs, and expenses incurred by Lessor in connection therewith.

All remedies herein and hereby given the Lessor shall be cumulative and in addition to any other legal and equitable rights which the Lessor may have by law or otherwise.

(c) No use shall be made of said premises other than the contemplated use as an office space, nor shall any action be taken which shall increase the hazard thereof, for insurance or other purposes.

(d) Waste. Lessee will not commit, nor suffer to be committed, any waste upon the said premises.

(e) Repairs. Lessee will, at their sole cost and expense, and without expense to the Lessor, keep and maintain the demised premises and every part thereof, except the roof, the exterior walls and hallways, but including all inside walls and all plaster, tile, structural glass and glazing, light electrical fixtures, interior plumbing and flooring, in good and sanitary condition, order and repair, hereby waiving all rights as provided in Sections 1941 and 1942 of the Civil Code of the State of California. Lessee shall, in maintaining said premises in good and sanitary order and condition, furnish their own janitorial service without expense to the Lessor.

(f) Alterations. Lessee will not make, nor suffer to be made, any additions to or alterations of the said premises or any part thereof without the written consent of Lessor first had and obtained. Any additions to or alterations of the said premises which cannot be reasonably removed without causing damage to the leased premises shall become at once a part of the realty and belong to the Lessor. Any additions to or alterations of the said premises which can be removed without causing damage to the leased premises shall remain the property of Lessee if actually removed within ten (10) days of the date of termination or cancellation of this lease, but shall become the property of the Lessor if not timely so removed. It is expressly understood and agreed, without limiting the foregoing, that any linoleum or rubble tile, or other floor covering affixed to the floors by plaster, glue, cement, or

mastic, and any wood flooring and carpeting installed by the Lessee, shall become and remain a part of the leased premises and shall not be removed by the Lessee at the end of their occupancy or otherwise, except upon written consent or order of Lessor.

(g) Signs. The Lessee shall not affix or cause to be affixed, any signs or awnings on or to said space without first submitting designs of the same to the Lessor and obtaining Lessors' prior approval thereof "which approval shall not be unreasonably withheld." Any and all such signs shall conform and abide in any and all respects with all applicable laws, rules and ordinances. Said signs so approved by the Lessors shall be and remain the property of the Lessees, provided, however, that the same shall be removed without defacement of or injury to the premises or building aforesaid.

(h) Laws and Regulations. Lessees will, at their sole cost and expense, faithfully observe in the use of the premises all City regulations and ordinances and County, State and Federal ordinances, regulations and statutes now in force, or which may hereafter be in force.

(i) Utilities. Except as otherwise expressly agreed in writing between the parties, Lessees will neither do nor permit to be done any act which might or could result in the placement of any mechanics', laborers', or materialmen's liens, or any other liens, claims or demands of any nature upon or against the demised premises, improvements, or fixtures, or any portion thereof.

(j) Damages. Lessee, as a material part of the consideration under this lease, do hereby assume all risk of injury, or damage to persons using the premises or property, including all property of the Lessee and the Lessor in or about said premises. Lessee hereby agrees to defend, indemnify and hold harmless Lessor and all its officers and employees from and against all suits and causes of action, claims, loss, demands, expense, damage or liability of any nature whatsoever, for death or injury to any person, including Lessee, their employees and agents, or damage or destruction to any property of either party hereto or third persons in any manner arising by reason of or incident to the exercise or enjoyment of the premises herein given whether or not contributed to by any act or omission, active or passive, negligent or otherwise, of the Lessor, or any officer, employee or agent thereof.

(k) Inspection. Lessee will permit Lessor, their agents or representatives, to enter into and upon the demised premises at all reasonable times for the purpose of inspecting the same, or for the purpose of repossessing said premises in the event of default, or for the purpose of making repairs, alterations, or additions to any portion of said office space, with a rebate of rent to Lessee for any loss of occupancy or quiet enjoyment of the premises thereby occasioned.

(l) Surrender of Premises. Lessee will, on the last day of the term of this lease or other sooner termination hereunder, peaceably and quietly leave, surrender and yield up to the Lessor all and singular

the said premises with the appurtenances thereto in good order, condition and state of repair, damages through Acts of God and by ordinary wear and tear through normal use alone excepted. If Lessee does not clean the premises before surrendering same, the Lessor may so do, and in that event Lessee agree to pay the Lessor for the cost of cleaning same.

(m) Holding Over. In the event that Lessee shall hold over after expiration of the term of this lease with the consent, express or implied, of the Lessor, such holding over shall be deemed merely a tenancy from month to month on the same terms, covenants and conditions so far as applicable, as herein contained.

(n) Indemnity. Lessee acknowledge and represent that they have inspected the premises, know the condition thereof, and assume full responsibility for any injury to persons or damage or destruction to property by reason of the use of said premises under this lease, and undertake and agree to release and hold harmless and indemnify the Lessor and all its officers and employees from and against all suits and causes of action, claims, loss, demands, expense, damage or liability of any nature whatsoever, for death or injury to any person, including Lessee, their employees and agents, or damage or destruction to any property of either party hereto or third persons in any manner arising by reason of or incident to the exercise or enjoyment of the premises herein given whether or not contributed to by any act or

omission, active or passive, negligent or otherwise, of the Lessor, or any officer, employee or agent thereof.

2.04. Destruction of Premises. In the event of a partial destruction of the demised premises during the term hereof from any cause, except the fault or negligence of Lessee, the Lessor shall forthwith repair the same, provided such repairs can be made within thirty (30) days under the regulations of Federal, State, County or City authorities, but such partial destruction shall in no way annul or void this lease, except that the Lessee shall be entitled to a proportionate deduction to be based the extent to which the making of such repairs shall interfere with the business carried on by the Lessee in said premises, but in no event to be more than the amount of the monthly rental. In the event that the Lessors do not make sure repairs in the thirty (30) days, or such repairs cannot be made under such regulations, this lease may be terminated at the option of either the Lessor or the Lessee. In respect to any partial destruction which the Lessor are obligated to repair, or may elect to repair, under the terms of this paragraph, the provisions of Section 1932, Subdivision 2, and of Section 1933, Subdivision 4, of the Civil Code of the State of California, are waived by the Lessee.

2.05. Waiver. The waiver by the Lessor of any breach of any term, covenant, or condition in this lease contained and set forth shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

2.06. Quiet Possession. The Lessor do hereby covenant and agree with the Lessee that so long as the Lessees keep and perform the covenants and agreements herein contained on its part to be kept and performed, it shall at all times during the term hereof or any extension or renewal of said term, peaceably and quietly have, hold, use and enjoy the said premises without suit, trouble, or hindrance from Lessors, their agents or representatives.

2.07. Insurance. Lessee shall provide Lessor with a certificate of insurance in the amount of \$1,000,000 for General Liability. All policies must provide for thirty (30) days' notice to the City Clerk of the City of Bishop by registered mail to cancel, must be furnished in duplicate and must be approved by the City Clerk.

Such policy shall be evidenced by certificate of insurance naming the City of Bishop additional insured. Certificate of insurance must be in a form acceptable to the City of Bishop. All insurance coverage shall include endorsements naming the "City of Bishop and each of its directors, officers, agents, consultants and employees as additional insureds" under their policies while acting in their capacity for the City.

III

GENERAL PROVISIONS

3.01. Notices. Notices, demands, declarations and communications desired to be given or served by either the Lessor or the Lessee upon the other, or others, shall be deemed validly served and given when deposited in any United States Post Office by registered or certified mail, with the postage hereon fully prepaid, and if intended for the Lessor, addressed to it as follows:

CITY ADMINISTRATOR
CITY OF BISHOP
P.O. BOX 1236
377 WEST LINE STREET
BISHOP, CALIFORNIA 93515

and such other place as they may hereafter designate in writing and if intended for the Lessee, addressed as follows:

EASTERN SIERRA COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS
301 WEST LINE STREET, SUITE D
BISHOP, CALIFORNIA 93514

or such other place as Lessee may hereafter designate in writing, and the date of the sender's registered or certified mail receipt shall be deemed prima facie evidence of the date upon which service was made.

3.02. Attorney's Fees. It is understood and agreed that in the event suit shall be brought for unlawful detainer of said premises, for the recovery of any rent due under the provisions of this lease, or because of the breach of any other covenants, promises, or conditions herein contained, on the part of the Lessee or Lessor, to be kept or performed, then and in such event the prevailing party in such action shall be entitled to recover from the other party a reasonable attorney's fee to be fixed by the Court and all other appropriate relief and court costs.

3.03. Assignment. Lessee shall not assign this lease, in whole or in part, without the consent in writing of Lessor first had and obtained.

3.04. Inurement. This agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators and assigns, subject only to the conditions against assignment herein specifically set forth.

IN WITNESS WHEREOF, the parties have executed this lease agreement in triplicate on the date first above written.

CITY OF BISHOP

BY: Jim Ellis, Mayor Date

ATTEST:

BY: Keith Caldwell, City Administrator Date

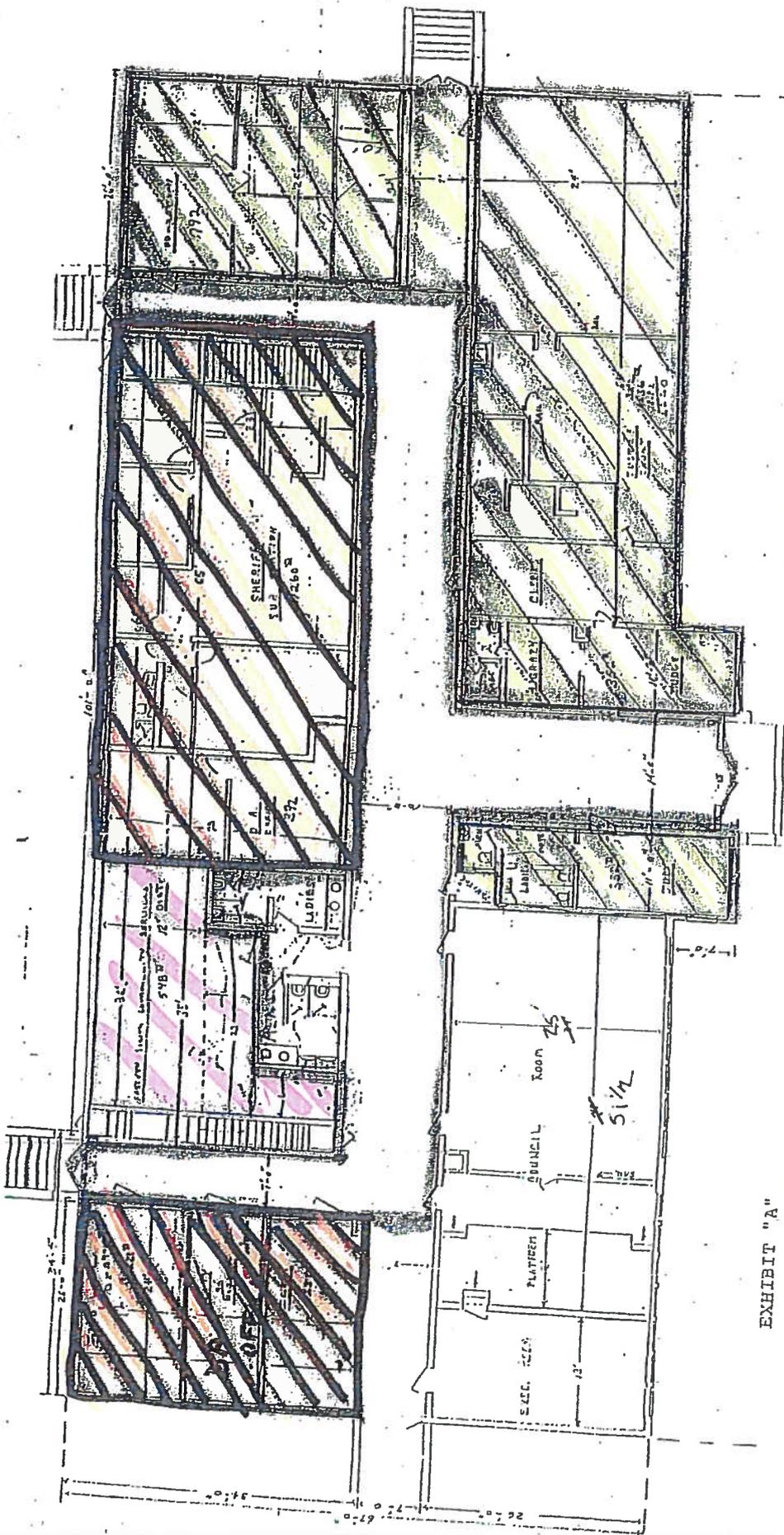
----- 5-14-2014 Jennifer Krafcheck
EASTERN SIERRA COMMUNITY Date ATTEST:
SERVICE DISTRICT Jennifer Krafcheck
Board Secretary

Walt Pachucki 5-14-14
BY: Board of Directors Date
ESCSB Board President
Walt Pachucki

EXHIBIT "B"
FEE STRUCTURE
CLARK WING LEASE
(Eastern Sierra Community Service District)

1. Base space rent shall be \$1.15 per square foot monthly for 677 square feet of Clark Wing space which includes adjacent hall way and public spaces.

Lessee shall pay Lessor the sum of \$1.15 per square foot per month for all space leased (677 sq. ft.) hereunder, being the sum of \$778.55 per month, in advance, commencing as of the first day of July 2014.



INYO COUNTY OFFICES
 COMMON AREA / / /

EXHIBIT "A"
 CLARK WING LEASE

Courts -
 County -
 ESCSB -

Common Area -

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR KSC

SUBJECT: EXTENSION OF FUEL SUPPLY CONTRACT

DATE: JUNE 9, 2014

Attachments:

- Letter from Eastern Sierra Oil Co. of Bishop

BACKGROUND/SUMMARY

The City of Bishop last bid for vehicle fuel supply was in June of 2011. At that time the contract was awarded to Eastern Sierra Oil Co. of Bishop. The contract was for two years and allowed for up to three one-year extensions by mutual agreement.

We are in receipt of a letter from Eastern Sierra Oil Co. of Bishop requesting a one-year extension (July 1, 2014 through June 30, 2015) to their contract. This would be the second one-year extension. It would be our recommendation that the City approve the one-year extension from July 1, 2014 through June 30, 2015.

RECOMMENDATION

Review the request to extend the City's fuel contract with Eastern Sierra Oil Company through June 30, 2015.

**EASTERN SIERRA OIL CO
THOMAS PETROLEUM
P.O. BOX 1592
BISHOP, CA. 93515**

**RECEIVED
MAY 21 2014
CITY OF BISHOP**

*Keith Caldwell
City Administrator
City of Bishop
377 West Line St.
Bishop Ca. 93514*

5/21/14

Dear Mr. Caldwell

Your current two year CFN fuel agreement with Eastern Sierra Oil / Thomas Petroleum for the year 2012 and 2013 has ended. In the terms of the agreement the City of Bishop has the option of 3 one year extensions. You will complete the 1st of 3 extension options on June 30, 2014 .If you would like we can move forward with the second extension. The term of the 2nd extension would be July 1, 2014 through June 30, 2015.

If you should have any questions or concerns. Please give me a call.

Sincerely,

*Jim McDade
Eastern Sierra Oil Co.
Thomas Petroleum
481 East Line St
Bishop Ca 93514*

*Office 760-872-4645
Cell 760-382-4306*

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR *KSC*

SUBJECT: **WAIVE CITY PARK SWIMMING POOL ENTRY FEE - JULY 4, 2014**

DATE: JUNE 9, 2014

BACKGROUND/SUMMARY

The Community Services Department is requesting that Council waive the swimming pool fee for July 4, 2014. The City is sponsoring a celebration at the City Park called "Big Day in the Park" and would like to offer free swimming to the public on that day.

RECOMMENDATION

Council consideration to waive the City Park swimming pool entry fee for July 4, 2014.

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR *KSC*

SUBJECT: APPROVE CONSULTANT AGREEMENT FOR THE ECONOMIC DEVELOPMENT ELEMENT WITH BBC RESEARCH AND CONSULTING

DATE: JUNE 9, 2014

ATTACHEMENTS:

- Staff Memorandum
- Draft Professional Consultant Services Agreement

BACKGROUND/SUMMARY

Planning Director Schley has provided a detailed summary of the grant award and budget breakdown for the Economic Development Element.

The City was awarded a CDBG (Community Development Block Grant) from the State of California to provide an Economic Development Element for the City's General Plan.

The facilitation of the grant is outlined in Planning Director Schley's memorandum. If the consultant agreement is approved, the City would move forward in forming working groups within the next 60 days and the project is expected to be completed in approximately nine (9) months.

RECOMMENDATION

Council consideration to approve the execution of the Professional Consultant Agreement with BBC Research and Consulting to provide an update to the City of Bishop General Plan, Economic Development Element for the amount of \$108,100.00.

MEMORANDUM

Date: May 29, 2014

To: Keith Caldwell, City Administrator

KCC

From: Gary Schley, Planning Director

GS

Subject: Economic Development Element Update Consultant Agreement

Background: The City was awarded a \$100,000.00 technical assistance Community Development Block Grant in September 2013. The grant is to be used to update the Economic Development Element of the City of Bishop General Plan. A request for proposal (RFP) for the update was released December 30, 2013. We received five proposals in response to the RFP. A selection panel reviewed all of the submitted proposals and conducted interviews on four of the consultant proposals. The selection panel requested that the candidates make a presentation of their proposal with panel question following the presentation. After the proposal reviews and hearing the presentations the panel unanimously selected BBC Research and Consulting to prepare the City of Bishop Economic Development Element update.

Criteria for the selection were based upon the scope of work within the RFP for the Economic Development Element update. During the interview BBC Research and Consulting did their homework and had a feel for Bishop's unique environment, identifying existing conditions, outlining our strengths, weaknesses, opportunities, and threats. BBC Research data analysis and evaluation presentation was above other proposals. They outlined the coordination of the working group and community outreach above and beyond expectation. BBC Research did an outstanding job describing their approach for analysis of information collected, development of an economic development strategic plan and preparation of a final document.

BBC Research and consulting technical expertise, ability to dedicate qualified staff, experience with similar projects, and ability to deliver a quality product out scored all other proposals.

BBC Research and Consulting proposal to update the Economic Development Element is in the amount of \$108,100.00. CDBG funded \$93,023.00 for the planning activity with a required \$5,000.00 matching fund from the city, the remaining grant funds are for general program administration. The City's Planning 2014/2015 budget, line item 52015 professional / technical services reflect and are adequate to fund the remaining \$8,100.00 of the consultant agreement.

An attached draft consultant agreement between the City of Bishop and BBC Research and Consulting has been prepared for the Councils review in the amount of \$108,100.00.

Recommendation: Approve the execution of the Professional Consultant Agreement with BBC Research and Consulting to provide an update to the City of Bishop General Plan, Economic Development Element.

**CITY OF BISHOP
PROFESSIONAL CONSULTANT SERVICES AGREEMENT
WITH
BBC RESEARCH & CONSULTING**

1. PARTIES AND DATE

This AGREEMENT is made and entered into this _____ day of _____, 20____ (“Effective Date”), by and between the City of Bishop, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 377 West Line Street, Bishop, California, 93514 (“City”) and **BBC Research & Consulting** with its principal place of business at **1999 Broadway, Suite 2200, Denver, Colorado 80202-9750** (“Consultant”). City and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to render such professional **technical assistance** consulting services for the **update of the City’s Economic Development Element of its General Plan** project (“Project”), as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit “A” (the “Scope of Services”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

2. SERVICES PROVIDED BY CONSULTANT

2.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work

necessary to fully and adequately supply the professional **technical assistance** consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services as set forth in Exhibit “A-I.”

2.2 Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement.

2.3 Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

2.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers’ compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys’ fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant’s performance under this Agreement.

2.5. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

3. COMPENSATION AND BILLING

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" (the "Fee Schedule") attached hereto and incorporated herein by reference. The total compensation shall not exceed **One hundred eight thousand one hundred and 00/100 (\$108,100.00)** without written approval of the City Council or City Representative as applicable. Consultant shall promptly notify the City Representative, in writing, when fees and expenses incurred under this Agreement have reached **\$86,480.00** (80% of maximum amount allowable). Consultant shall concurrently inform the City Representative of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work would exceed the maximum amount payable. Additional Services may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Additional Services. As used herein, "Additional Services" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Additional Services without written authorization from the City. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City Representative for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

3.3 Method of Billing. Within 10 calendar days following the end of the preceding month in which services are performed or expenses incurred under this Agreement, Consultant shall submit to City an invoice to the City. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. The invoice shall indicate work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 45 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

3.4 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.5 Records and Audits. Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and

activities. Consultant shall maintain an up to date list of key personnel and telephone numbers for emergency contact after normal business hours. Records of Consultant's services relating to this Agreement and funds received from City shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times for a period of five (5) years from the date of performance of said services.

4. TIME OF PERFORMANCE

4.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within fifteen (15) days from the Effective Date of this Agreement. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" ("Schedule of Services") attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

4.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

5. TERM AND TERMINATION

5.1 Term. The term of this Agreement shall commence on the Effective Date of June 15, 2014 and continue for a period of 12 months, ending on June 15, 2015, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than **one** additional one-year term. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

5.2. Notice of Termination. Notwithstanding the provision in paragraph 5.1 above, City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

5.3. Compensation. In the event of termination, City shall pay Consultant for

reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. Such payment will be subject to City's receipt of a close-out billing. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, and to other documents pertaining to the services contemplated.

5.4. Documents. In the event of termination of this Agreement, all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in its performance of this Agreement shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.5 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

6.0. INSURANCE

6.1 Consultant shall procure and maintain at all times during the term of this Agreement insurance as set forth in Exhibit "D" attached hereto. Proof of insurance shall consist of a Certificate of Insurance executed by Consultant's insurer and in a form approved by the City Attorney.

6.2 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

7. GENERAL PROVISIONS

7.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

7.2 City's Representative. The City hereby designates **Keith Caldwell** or his/her designee, to act as its representative in all matters pertaining to the administration and

performance of this Agreement (“City's Representative”). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Representative shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.1 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Administrator, City's Representative or his/her designee.

7.3 Consultant's Representative. Consultant hereby designates **Adam Orens** or his/her designee, to act as its representative for the performance of this Agreement (“Consultant's Representative”). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

7.4 Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

Consultant: BBC Research and Consulting
1999 Broadway, Suite 2200
Denver, Colorado 803202- 9750
ATTN: Adam Orens

City: City of Bishop
377 West Line Street
Bishop, CA 93514
ATTN: G

7.5. Attorneys' Fees. In the event that litigation is brought by either party entered in this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

7.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the

parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Inyo County, California.

7.7 Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement. If assignment or transfer is authorized by City, this Agreement shall be binding on the successors and assigns of the parties.

7.8 Indemnification.

7.8.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

7.8.2 Additional Indemnity Obligations. Consultant shall defend, with counsel of Consultant's choosing and at Consultant's own cost, expense and risk, any claims, suits, actions or other proceedings covered by Section 7.8.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

7.9 Independent Contractor. Consultant is and shall be acting at all times as

an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

7.10 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **Adam Orens**.

7.11 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

7.12 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services

necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

7.13 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

7.14 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

7.16 Ownership of Materials and Confidentiality.

7.16.1 Documents & Data; Licensing of Intellectual Property. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on any form of electronic media, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7.16.2 Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

7.16.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

7.17 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

7.18 Time of Essence. Time is of the essence for each and every provision of this Agreement.

7.19 City's Right to Employ Other Consultants. City reserves the right to employ other consultants in connection with this Project.

7.20 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

7.21 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

7.22 Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

7.23 No Third-Party Beneficiaries. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

7.24 Invalidity; Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

7.25 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working

solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

7.26 Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

7.27 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

7.28 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

7.29 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original. All counterparts shall be construed together and shall constitute one agreement.

7.30 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

7.31. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including,

without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

7.32. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

7.33. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

7.34. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

7.35. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

7.36. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

7.37. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

7.38 Benefits. Consultant will not be eligible for any paid benefits for federal, social security, state workers' compensation, unemployment insurance, professional insurance, medical/dental, California Public Employees Retirement System ("PERS") or fringe benefits offered by the City.

7.39. Release of Information. Consultant shall not make public information releases or otherwise publish information obtained or produced by it as a result of, or in connection with, the performance of services under this Agreement without the prior written authorization from the City Representative.

7.41. Political Activity/Lobbying Certification. Consultant may not conduct any activity, including any payment to any person, officer, or employee of any governmental agency or body or member of Congress in connection with the awarding of any federal contract, grant, loan, intended to influence legislation, administrative rulemaking or the election of candidates for public office during time compensated under the representation that such activity is being performed as a part of this Agreement.

7.42. Licenses, Permits, and Fees. Consultant shall obtain a City of Bishop Business License and any and all other permits and licenses required for the services to be performed under this Agreement.

7.43. Taxpayer Identification Number. Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W 9, as issued by the Internal Revenue Service.

7.44. Change in Name, Ownership or Control. Consultant shall notify the City Representative, in writing, of any change in name, ownership or control of Consultant. Change of ownership or control of Consultant may require an amendment to the Agreement.

7.45. Covenants and Conditions. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

7.46. Use of City's Name. Consultant shall not publish or use any advertising, sales promotion, or publicity in matters relating to services, equipment, products, reports, and material furnished by Consultant in which City's name is used, or its identity implied without the City Representative's prior written approval.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF BISHOP

By: _____
[Mayor or City Administrator]

Date: _____

CONSULTANT

By: _____
[INSERT NAME AND TITLE]

Date: _____

[If Corporation, TWO SIGNATURES, President **OR** Vice President **AND** Secretary OR Treasurer REQUIRED]

ATTEST

By: _____
Robin Picken
Assistant City Clerk for the City of Bishop

APPROVED AS TO FORM

By: _____
Ryan Jones
City Attorney
Jones & Mayer

EXHIBIT "A"

SCOPE OF SERVICES

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.

EXHIBIT "A-I"
FEDERALLY REQUIRED PROVISIONS FOR SERVICES

Department of Housing and Community Development
Federal overlays for contracts funded in whole or in part with CDBG funds.

For this Exhibit, the term "contractor" is defined as a party to a signed contract.

FEDERAL TERMS AND CONDITIONS:

During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to the following:

AFFIRMATIVE ACTION:

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the United States Department of Housing and Urban Development (HUD) and subject to 24 CFR 85.36(e). CITY hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged, minority and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award. Minority and women-owned and operated businesses encouraged to apply.

SECTION 3:

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the HUD, Community Development Block Grant Program, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within the project area and that the contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Regulations for implementing the Section 3 clause are contained in 24 CFR 135, as amended, and as specified in the project specifications.

NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written

notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

EQUAL OPPORTUNITY:

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).
2. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City Setting forth the provisions of this nondiscrimination clause.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will *be* binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The Contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided,* That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.
12. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each

subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

CONFLICT OF INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF CONTRACTORS, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS:

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

INSURANCE:

Maintenance, if so required by law, unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the grant activity(ies) or any part of it.

DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE FEDERAL REGULATORY REQUIREMENTS UNDER 24 CFR 85.36(e): The

Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

1. Affirmative steps shall include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - v. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874):

Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

COMPLIANCE WITH ALL FEDERAL LABOR STANDARD PROVISIONS:

Contractor shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions.

COMPLIANCE WITH SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-330):

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR part 5, Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

REQUIREMENTS AND REGULATIONS PERTAINING TO DATA AND DESIGN:

All data and design and engineering work created under this Agreement shall be owned by the City and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the City.

REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING:

The City, State CDBG, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Contractor which are directly pertinent the contract.

COMPLIANCE WITH CLEAN AIR ACT AND CLEAN WATER ACT:

Contractor shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h).

1. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
2. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT (Pub. L. 94-163, 89 Stat. 871):

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

D/MBE/WBE IMPLEMENTATION GUIDELINES:

The following information, as applicable, shall be retained by Contractor and produced upon request by General Services if determined by General Services to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements.

1. The names and dates of advertisement of each newspaper, trade paper, and minority-focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.
2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.
3. The items of work for which the bidder requested subbids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.
4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected subcontractor or supplier.
5. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their sub-bids.
6. To find a D/M/WBE certified firm, you may call (916) 445-3520, go on-line to: <http://www.dot.ca.gov/hq/bep>, or via mail at: D/M/WBE Listing for County, CalTrans - Publications Distribution Unit, 1900 Royal Oaks, Sacramento, CA 95815-3800.

AUDIT, RETENTION AND INSPECTION OF RECORDS:

The Contractor agrees that the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Contractor agrees to provide any relevant information requested and shall permit the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq.

The Contractor further agrees to maintain such records for a period of five (5) years after final payment under this Agreement, and that on or before the end of the five (5) year audit/retention period, the Consultant shall release and deliver to the (City/County) all original records and related documentation.

EXHIBIT "C"
FEE SCHEDULE

Schedule

The project schedule will be determined by the timing of the CDBG grant funding releases. Anticipated project completion will be within 12 months of contract execution and a start date of approximately June 15, 2014. Although, it is understood that a project schedule is contingent on obtaining state funding support and that may dictate both the start date and the duration of the process.

Budget		BBC Research & Consulting					Total Hours	Total Fees & Costs
Project Task	Managing Director (\$200/hr)	Director (\$175/hr)	Senior Consultant (\$150/hr)	Research Associate (\$120/hr)	Project Assistant (\$70/hr)			
1. Project Initiation/Interviews	2	30	30	4	4	70	\$10,910	
2. Data Analysis	2	10	16	36	10	74	\$9,570	
3. Inventory/Maps	2	8	24	36	14	84	\$10,700	
4. Community Input	2	36	36	12	8	94	\$14,100	
5. Situation Analysis	2	24	30	6	6	68	\$10,240	
6. Draft Report	6	12	24	40	14	96	\$12,680	
7. Final Report	8	16	16	20	10	70	\$9,900	
Net Activity	24	136	176	154	66	556	\$78,100	
BPES Subcontractor Fee							\$30,000	
						Total Project Cost	\$108,100	

EXHIBIT "D"
INSURANCE REQUIREMENTS

The Consultant shall obtain, maintain, and keep in full force throughout the duration of the term of the Agreement, liability insurance covering the Consultant and, with the exception of Professional Liability Insurance, designating City including its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the Consultant's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory.

Professional Liability Insurance: \$1,000,000/\$2,000,000

Professional Liability insurance shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

General Liability:

a.	General Aggregate	\$2,000,000
b.	Products Comp/Op Aggregate	\$2,000,000
c.	Personal & Advertising Injury	\$1,000,000
d.	Each Occurrence	\$1,000,000
e.	Fire Damage (any one fire)	\$ 50,000
f.	Medical Expense (any one person)	\$ 5,000

Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

Workers' Compensation:

a.	Workers' Compensation	Statutory Limits
b.	EL Each Accident	\$1,000,000
c.	EL Disease - Policy Limit	\$1,000,000
d.	EL Disease - Each Employee	\$1,000,000

A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

Automobile Liability:

- a. Any vehicle, combined single limit \$1,000,000

Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities shall be in an amount of not less than \$1,000,000 combined limit for each occurrence. If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following: (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees).

General Provisions:

Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or

companies. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, City shall have the right but not the duty to obtain replacement insurance and to charge the Consultant for any premium due for such coverage. City has the option to deduct any such premium from the sums due to the Consultant.

Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement. In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

Acceptability of Insurers. Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-:VII or better and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Acceptance of insurance from a carrier with a rating lower than A-: VII is subject to approval by City's Risk Manager.

Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing Subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies. Consultant shall provide to City satisfactory evidence as required under this Agreement.

Modification of Insurance. The Consultant shall provide thirty (30) days advance notice to City in the event of material changes, reductions in coverage, or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to City thirty (30) days prior to the effective date of this Agreement.

Litigation. Consultant shall immediately advise City of any litigation that may affect these insurance policies.

Nothing in this section shall construed to as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR KSC

SUBJECT: PURCHASE OF AUDIT SERVICES, FISCAL YEAR ENDING JUNE 30, 2014

DATE: JUNE 9, 2014

ATTACHEMENTS:

- Audit engagement letter from Larry Bain, CPA

BACKGROUND/SUMMARY

Each year the City contracts for independent services for preparation of the City's financial statements, Proposition 4 calculation, TOT audits, and the State Controller Annual Financial Transaction Report.

Larry Bain, CPA has provided an audit engagement letter with a detailed description of these services and fees for fiscal year ending June 30, 2014. Mr. Bain's firm has performed these services for the City for several years in a professional and timely manner.

RECOMMENDATION

Review the attached audit engagement letter from Larry Bain, CPA and consider action to approve the professional services contract to conduct audit services for fiscal year ending June 30, 2014.

LARRY BAIN, CPA

An Accounting Corporation

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2148 Frascati Drive, El Dorado Hills, CA 95762 / 916.601-8894
lpbain@sbcglobal.net

May 14, 2014

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

We are pleased to confirm our understanding of the services we are to provide City of Bishop for the fiscal year ended June 30, 2014. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of City of Bishop as of and for the fiscal year ended June 30, 2014. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Bishop's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Bishop's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budget to Actual Schedule

We have also been engaged to report on supplementary information other than RSI that accompanies City of Bishop's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Combining and Individual Fund Statements and Schedules

The following other information will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- Management letter covering observations made during the course of the audit
- Proposition 4 calculation
- Annual financial transaction report required by the State Controllers Office

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with modified cash basis of accounting. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of City of Bishop's financial statements. Our report will be addressed to governing board of City of Bishop. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unqualified (unmodified), we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that City of Bishop is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. You agree to assume all management responsibilities for any nonaudit services we provide; oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, violations of contracts or grant agreements, or abuse that we may report.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Bishop's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Larry Bain, CPA, An Accounting Corp. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a regulatory agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Larry Bain, CPA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the

aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately August 25, 2014 and to issue our reports no later than November 2014. Larry Bain, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) will not exceed that following amounts:

City of Bishop Financial Statements	\$18,700
Proposition 4 calculation	\$ 1,200
State Controller Annual Financial Transaction Report	\$ 1,000
T.O.T. Audits (per motel)	\$ 1,000

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to City of Bishop and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Larry Bain, CPA
An Accounting Corporation

RESPONSE:

This letter correctly sets forth the understanding of City of Bishop.

Management signature: _____

Title: KEITH CALDWELL, CITY ADMINISTRATOR

Date: _____

Governance signature: _____

Title: JIM ELLIS, MAYOR

Date: _____