



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, JULY 9, 2012
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.

PRESENTATION

(1) Presentation of Quarterly Citizen Award – Dick Noles

DEPARTMENT HEAD REPORTS

(2) 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

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.

(3)

FOR APPROVAL/FILING

Minutes

- (a) Council Meeting – June 11, 2012
- (b) Special Council Meeting – June 12, 2012
- (c) Study Session – June 25, 2012
- (d) Council Meeting – June 25, 2012

Contracts

- (e) Standard Agreement with the Eastern Sierra Tri-County Fairgrounds for the Fire Department Destruction Derby on September 2, 2012

- (f) M.O.U. between the City and the Friends of Eastern Sierra Gardens

FOR INFORMATION/FILING

Agendas
Minutes
Reports

- (g) Water and Sewer Commission Agenda – July 10, 2012
(h) Parks and Recreation Commission – May 23, 2012
(i) Fire Department Activity Log – June 2012
(j) Public Works Building Permits Report – June 2012

NEW BUSINESS

- (4) WATER AND SEWER COMMISSION – Consideration to make an appointment to the Commission to fill the unscheduled vacancy expiring November 8, 2012 – Council.
- (5) BROADBAND FACILITIES PROPERTY ACCESS AGREEMENT – Consideration to approve the agreement between the California Broadband Cooperative, Inc. and the City to allow CBC access to City facilities and property for installing and operating communications equipment – Administration.
- (6) AGREEMENT – Consideration to approve an agreement between Symons Emergency Specialties and the City for the Police Department to provide ambulance dispatch services – Administration.
- (7) WASTE DISPOSAL SERVICES – Consideration to approve the advertisement for bids for waste disposal services for City-maintained properties – Community Services Department.
- (8) RESOLUTION NO. 12-17 USED OIL PAYMENT PROGRAM – Consideration to adopt a resolution authorizing the County of Inyo to submit an application on the City's behalf for the 2012-2013 Used Oil Payment Program 3 – Administration.

COUNCIL AND COMMITTEE REPORTS

CLOSED SESSION

- (9) PUBLIC EMPLOYMENT EVALUATION pursuant to Government Code § 54957(b)(1) – Title: City Attorney.
- (10) PUBLIC EMPLOYMENT EVALUATION – Pursuant to Government Code Section 54957(b)(1), the City Council will meet in closed session to conduct a Public Employee Performance Evaluation – Title: Fire Chief.
- (11) CONFERENCE WITH LABOR NEGOTIATOR Keith Caldwell, City Administrator, pursuant to Government Code § 54957.6(a) – Bishop Police Officers Association.

REPORT ON ACTIONS TAKEN IN CLOSED SESSION IF REQUIRED

ADJOURNMENT

Monday, July 23, 2012 - 4:00 p.m. Study Session / 7:00 p.m. Regular Meeting – Council Chambers
Monday, August 13, 2012 - 4:00 p.m. Study Session / 7:00 p.m. Regular Meeting – Council Chambers
Monday, August 27, 2012 - 4:00 p.m. Study Session / 7:00 p.m. Regular Meeting – Council Chambers
Monday, September 10, 2012 - 4:00 p.m. Study Session / 7:00 p.m. Regular Meeting – Council Chambers



CITY OF BISHOP

STUDY SESSION AGENDA

Council Chambers - 301 West Line Street - Bishop, California

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MONDAY, JULY 9, 2012

4:00 p.m.

CALL TO ORDER

ROLL CALL

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

SCHEDULED DISCUSSION

1. Adventure Trail
2. Current 7:00 p.m. agenda items
3. Future agenda items
4. Department Head Reports

DISCUSSION

1. Councilmember Jim Ellis
2. Councilmember Jeff Griffiths
3. Councilmember Laura Smith
4. Mayor Pro Tem Susan Cullen
5. Mayor Dave Stottlemire

CLOSED SESSION

1. PERSONNEL – Pursuant to Government Code Section 54957(b)(1), the City Council will meet in closed session to conduct Public Employee Performance Evaluations – Titles: Police Chief, Public Works Director/City Engineer, City Administrator/Community Services Director and Fire Chief.

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

AGENDA PLANNING FOR UPCOMING MEETINGS

MON – JULY 23, 2012 MEETINGS

4:00 PM

7:00 PM

MON – AUGUST 13, 2012 MEETINGS

4:00 PM

7:00 PM

MON – AUGUST 27, 2012 MEETINGS

4:00 PM

7:00 PM

MON – SEPTEMBER 10, 2012 MEETINGS

4:00 PM

7:00 PM

MON – SEPTEMBER 24, 2012 MEETINGS

4:00 PM

7:00 PM

MON – DECEMBER 10, 2012 MEETINGS

4:00 PM

7:00 PM

- Resolution declaring the results of the November 6, 2012 election for 3 councilmembers and City Treasurer
- Certificates of election / Oath of Office
- Selection of Mayor and Mayor Pro Tem

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR *KSC*

SUBJECT: QUARTERLY COUNCIL CITIZEN AWARD

DATE: JULY 9, 2012

BACKGROUND/SUMMARY

As determined by Council, a citizen award will be presented quarterly to a deserving person or persons who have contributed to the Bishop community in various ways. Council selected Dick Noles as the recipient of this quarter's award.

RECOMMENDATION:

Make the presentation to the Dick Noles.

June, 2012

Bishop City Council,

Over the past 46 years that I have been a resident of Inyo County I have had the pleasure of being involved in a number of volunteer projects that I believe have been a benefit to our community.

The success of these efforts can be attributed to the volunteers who over the years have made major contributions in donated labor, equipment, material, food, refreshments, and financial support.

With so many projects that have been completed over the years it would be impossible to name them all. One example that stands out in my mind would be the expansion of the city park the Lions took on as a project which included the building of the pond and the gazebo. It took volunteers three years to complete that job.

Another was the upgrade of the Bishop City Hall that the Bishop Lions completed after several months of renovation.

At that time I was a member of the Bishop Lions and it was my assignment to organize labor, equipment and food but the Lions Club members were the driving force behind the projects.

In 1988 the Water For Wildlife project was started to introduce water sources in our local mountains to benefit the wildlife. This project lasted for twenty years with the installation of 29 guzzlers. Through the years over one hundred volunteers installed the units and some of those same volunteers continue to monitor and maintain these drinkers today.

Also in 1988 a group of warm water fishing enthusiasts asked if something could be done, at what are referred to as the Buckley Ponds, east of Bishop, to remove tule mass to improve fishing. The response from local heavy equipment contractors, government agencies and public utilities joined volunteers to complete our effort which took four years completing one pond each winter.

In 2009 a plan to establish an Eastern Sierra ATV Adventure Trail system in Inyo County was launched. After several years working through the political process AB628 was signed into law by Governor Brown. We are presently in the process of implementing the ATV trail system.

In November, 2011 the LADWP offered their support in the rehabilitation of the Buckley Ponds. Once again, tule growth had limited warm water fishing. It was suggested by the

DWP if the contractors and volunteers would join forces with them they would consider the effort a community project. The contractors agreed and volunteers were enthusiastic to get started. An impressive family friendly recreation area, east of Bishop, has been the result. Future plans are to continue cleaning and re-stocking the ponds as they are completed.

The Bishop Lions Club was asked to construct a handicapped ramp at the new pond. Thanks to volunteers, material contributions by our local businesses and contractors, and financial support from the community, the cost of building materials were kept to a minimum. Additional funding has been donated and another handicapped platform is ready to be installed when the next pond is ready.

In 1993 I was asked by the Department of Fish and Game to gather volunteers to monitor radio collars on the Buttermilk mule deer winter range. For the next five years during the winter migration volunteers monitored collared deer. The purpose of this project was to determine the mortality rate and the causes of fatalities.

Some years back because of wildfires in the Buttermilk, Mt. Tom area there was a significant loss of bitter brush for winter range deer. For several years the BLM required volunteers to re establish bitter brush seedlings in the affected area. I was asked to organize volunteers for this project.

For four years I served on the USFS Travel Management team representing motorized recreation.

It is with thanks and appreciation to the City of Bishop for considering me for this award but I am only one of many who have given of themselves to make these projects a reality.

Sincerely,

Dick Noles

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR *KJC*

SUBJECT: DEPARTMENT HEAD UPDATES

DATE: JULY 9, 2012

BACKGROUND/SUMMARY

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

RECOMMENDATION

Hear the reports.

3(a)

CITY OF BISHOP
CITY COUNCIL MINUTES
JUNE 11, 2012

CALL TO ORDER Mayor Stottlemyre called the meeting of the Bishop City Council to order at 7:00 p.m. in the City Council Chambers, 301 West Line Street, Bishop, California.

INVOCATION The invocation was given by Councilmember Smith followed by the Pledge of Allegiance led by Birch Parker Ray (age 4 1/2).

COUNCIL PRESENT Councilmembers Jeff Griffiths, Laura Smith, Jim Ellis
Mayor Pro Tem Susan Cullen
Mayor David Stottlemyre

COUNCIL ABSENT None

OTHERS PRESENT Keith Caldwell, City Administrator/Community Services Director
Denise Gillespie, Assistant City Clerk
Cheryl Solesbee, Accounting Secretary/Budget Manager
Peter Tracy, City Attorney
Chris Carter, Police Chief
David Grah, Public Works Director/City Engineer
Gary Schley, Public Services Officer

PUBLIC COMMENT The Mayor announced the public comment period. No public comment was provided.

PRESENTATION

Public Safety Realignment Act of 2011 (1) Inyo County Chief Probation Officer Jeff Thomson and Deputy Director of Probation Jake Morgan gave a presentation on the local effects of the Public Safety Realignment Act of 2011 (AB 109) that went into effect October 1, 2011.

RECESS/RECONVENE At 8:20 p.m. the Mayor called a short recess. At 8:28 p.m. the meeting was reconvened.

DEPARTMENT HEAD REPORTS (2) Reports from Administration, Community Services, Police, and Public Works were given on the departments' activities including upcoming and ongoing projects.

CONSENT CALENDAR (3) A motion was made by Mayor Pro Tem Cullen and passed 5-0, to approve the Consent Calendar as presented:

- Motion/Cullen
- FOR APPROVAL AND FILING
- (a) Study Session Minutes – May 29, 2012
 - (b) Council Meeting Minutes – May 29, 2012
 - (c) Fund Transactions – 7/1/11 – 5/31/12
 - (d) Warrant Register – May 2012
 - (e) Investment Portfolio – April 2012
 - (f) Request to surplus City property – 1997 Crown Victoria BPD042-12

FOR INFORMATION AND FILING

- (g) Parks and Recreation Commission Minutes April 25, 2012
- (h) Fire Department Activity Log – May 2012
- (i) Public Works Building Permits Report May 2012
- (j) Sewer Fund Monthly Balances 2011-2012
- (k) Water Fund Monthly Balances 2011-2012

NEW BUSINESS

CHURCH STREET
WATER IMPROVEMENTS
PROJECT – Public Works

(4)

Staff reported that three bids were received for the Church Street Water Improvements Project:

Conspec, Lee Vining	\$74,425.00
Chuck Villar, Mammoth Lakes	\$76,535.00
Hawkeye, Bishop	\$82,965.00

Under the city’s contracting preference ordinance, Inyo County bidders get preference over Mono County bidders, but since the difference between the low Mono County bid and the Inyo County bid is greater than five percent, the contracting preferences were not a factor in identifying the winning bid on the project. A five percent contingency was added to the lowest bid.

Motion/Griffiths

On a motion by Councilmember Griffiths, the Council voted 5-0 to award the Church Street Water Improvements Project construction contract to Conspec; authorized the execution of the construction contract with Conspec; and authorized the expenditure of up to \$78,146.25 through the construction contract.

GPS TRAINING

Public Works

(5)

Motion/Smith

On a motion by Councilmember Smith, the Council voted 5-0 to approve up to two days of Global Positioning System (GPS) training from California Surveying and Drafting Supply at a cost of \$1,750.00 per day.

TANK CONSULTANT
SERVICES WORK ORDER

Public Works

(6)

Motion/Cullen

On a motion by Mayor Pro Tem Cullen, the Council voted 5-0 to approve the execution of Work Order 4 under the contract with Resource Concepts Incorporated for the New Water Storage Tank Project and authorized the expenditure not to exceed \$14,200.00 under the work order for a total on the contract not-to-exceed \$76,600.00.

RESOLUTION NO. 12-16
Appropriating Fund
Balances pursuant to Article
XIII B of the California
Constitution (Prop 4)

(7)

Motion/Griffiths

On a motion by Councilmember Griffiths, the Council voted 5-0 to adopt Resolution No. 12-16 by title only, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, APPROPRIATING FUND BALANCES PURSUANT TO ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION (PROPOSITION 4).

CAPITAL AND FIXED
ASSET / INVENTORY
POLICY REVISION

On a motion by Councilmember Smith, the Council voted 5-0 to adopt the amended Capital and Fixed Asset / Inventory Policy effective for Fiscal Year 2011-2012.

(8)
Motion/Smith

VALIC DEFERRED
COMPENSATION PLAN
(9)
Motion/Griffiths

On a motion by Councilmember Griffiths, the Council voted 5-0 to approve the addition of The Variable Annuity Life Insurance Company to the employee options for deferred compensation plans offered by the City and authorized execution of the application and agreement documents.

AUDITOR AGREEMENT
Technical Assistance
FY 2011-2012
(10)
Motion/Cullen

On a motion by Mayor Pro Tem Cullen, the Council voted 5-0 to approve the professional services agreement with Larry Bain, CPA to conduct technical assistance for year-end closing for Fiscal Year 2011-2012.

BUDGET ADJUSTMENTS/
TRANSFERS FY 2011-2012
(11)
Motion/Ellis

On a motion by Councilmember Ellis, the Council voted 5-0 to approve the budget adjustments and transfers for Fiscal Year 2011-2012 through May 31, 2012 as presented.

POOL ADMISSION FEES
WAIVER – Big Day in the
Park – July 4th
(12)
Motion/Smith

On a motion by Councilmember Smith, the Council voted 5-0 to waive the pool admission fees for July 4, 2012 during the Big Day in the Park events.

COUNCIL REPORTS

Council Members reported on committee meetings and announced upcoming community events. No action was taken.

CLOSED SESSION

The closed session scheduled for conference with Labor Negotiator Keith Caldwell, City Administrator pursuant to Government Code § 54957.6(a) relating to the Bishop Employees Association, Bishop Police Officers Association, Mid-Management, Management and the City Administrator was cancelled.

ADJOURNMENT

The Mayor adjourned the meeting at 9:07 p.m. to the Study Session scheduled for Monday, June 25, 2012 at 4:00 p.m. in the City Council Chambers.

DAVID STOTTLEMYRE, MAYOR

Attest: Keith Caldwell, City Clerk

By: _____
Denise Gillespie, Assistant City Clerk

(b)

CITY OF BISHOP
CITY COUNCIL MINUTES
SPECIAL MEETING
JUNE 12, 2012

CALL TO ORDER Mayor Stottlemyre called the special meeting to order at 8:30 a.m. in the Executive Conference Room at City Hall, 377 West Line Street, to conduct the annual department head evaluations.

COUNCIL PRESENT Councilmembers Jim Ellis, Jeff Griffiths, Laura Smith
Mayor Pro Tem Susan Cullen
Mayor David Stottlemyre

COUNCIL ABSENT None

OTHERS PRESENT Keith Caldwell, City Administrator

PUBLIC COMMENT The Mayor announced the public comment period. No public comment was provided.

ADJOURNED TO CLOSED SESSION The Mayor announced the closed session schedule for the annual department head evaluations.

Fire Chief Ray Seguine was not able to attend and was rescheduled for another meeting.

The Council met with the Police Chief, Public Works Director/City Engineer and City Administrator individually for their initial evaluations and set a date for the review of final evaluations.

RECONVENED FROM CLOSED SESSION At 11:00 a.m. the meeting was reconvened from closed session with all Council Members present.

REPORT ON CLOSED SESSION It was announced by the Mayor that no action was taken in closed session.

ADJOURNMENT The Mayor adjourned the special meeting at 11:01 a.m. to the next regular Council meetings scheduled for June 25, 2012 in the City Council Chambers.

DAVID STOTTLEMYRE, MAYOR

Attest: Keith Caldwell, City Clerk

By: _____
Denise Gillespie, Assistant City Clerk

(C)

CITY OF BISHOP
CITY COUNCIL STUDY SESSION MINUTES
JUNE 25, 2012

CALL TO ORDER Mayor Stottlemyre called the meeting to order at 4:00 p.m. in the City Council Chambers at 301 West Line Street, Bishop, California.

COUNCIL PRESENT Council Members Jim Ellis, Laura Smith
Mayor David Stottlemyre

COUNCIL ABSENT None

OTHERS PRESENT Keith Caldwell, City Administrator/Community Services Director
Denise Gillespie, Assistant City Clerk
Cheryl Solesbee, Accounting Secretary/Budget Manager
Ray Seguine, Fire Chief
Chris Carter, Police Chief
David Grah, Public Works Director/City Engineer

PUBLIC COMMENT The Mayor announced the public comment period. No public comment was provided.

SCHEDULED DISCUSSION Discussion was held on the following Study Session agenda items:

1. Council on Campus/
Community Outreach
Meetings Discussion was held relating to holding a Study Session or Council Meeting at the Senior Center. The City Administrator was directed to contact the County Health and Human Services Department to discuss the possibility.

2. Current 7:00 p.m. Agenda
Items Patrick Fenton, Bishop Waste Disposal, spoke on the agenda item relating to the City going to bid for waste disposal services.

3. Future Agenda Items Additions were made to the future agenda items list.

4. Department Head
Reports Departments Heads made reports as needed.

COUNCIL DISCUSSION Council Members provided reports as needed.

CLOSED SESSION At 4:17 p.m. the Mayor recessed to closed session as agendized:

Conference with Labor Negotiator Keith Caldwell, City Administrator, pursuant to Government Code § 54957.6(a) – Bishop Police Officers Association and Mid-Management.

**RECONVENED TO OPEN
SESSION** Action taken in closed session was announced by the City Administrator as follows:

On a motion by Mayor Stottlemyre, the Council voted 3-0 with Cullen and Griffiths absent, to ratify the Memorandum of Understanding between the City of Bishop and the Mid-Management Group for Fiscal Years 2012-2013, 2013-2014 and 2014-2015. The following summary of the M.O.U. was read:

MID MANAGEMENT NEGOTIATIONS SUMMARY
PUBLIC WORKS SUPERINTENDENT / POLICE LIEUTENANT

1. Three-year agreement effective July 1, 2012 through June 30, 2015.
2. C.O.L.A. of 1% on July 1st of Fiscal Years 2013 and 2014.
3. The PARS supplemental retirement plan will be frozen for new employees hired after June 30, 2012. This only affects the position of Public Works Superintendent.
4. The City will pay 90% and the employee will pay 10% of medical insurance costs.
5. Employee incentive pay will be capped at 12%. Those employees with incentives more than 12% will be held at their current accumulation.
6. Employees, spouses and children will be allowed to participate in City recreational programs at no cost on a space-available process only.
7. The City's Wellness Program will be modified to include eligibility for the members at fifty percent (50%) of the annual cost up to a maximum of \$200 at the following local fitness centers: Bishop Fitness Center, Crossfit Bishop, Curves, and Pilates Studio.
8. In accordance with Labor Code § 233, Family Sick Leave will be adjusted to 96 hours in any one year and deducted from the employee's accrued sick leave.
9. Bereavement Leave – The definition of "Immediate Family" will be changed to include grandmother and grandfather.
10. The City agrees to maintain and incur the costs of the present benefit packages which include health insurance as defined in this document, employees' portion of contribution to PERS retirement, PARS retirement benefit for existing eligible employee hired prior to June 30, 2012, dental insurance, vision care, disability insurance, the two percent (2%) voluntary deferred compensation match for eligible employee, and Longevity Pay. (The Police Lieutenant

position is not eligible for the PARS plan or the 2% deferred compensation match.)

ADJOURNMENT

The Mayor adjourned the meeting at 4:35 p.m. to the regular City Council meeting scheduled at 7:00 p.m.

DAVID STOTTLEMYRE, MAYOR

ATTEST: Keith Caldwell, City Clerk

By: _____
Denise Gillespie, Assistant City Clerk

(d)

CITY OF BISHOP
CITY COUNCIL MINUTES
JUNE 25, 2012

CALL TO ORDER Mayor Stottlemyre called the meeting of the Bishop City Council to order at 7:00 p.m. in the City Council Chambers, 301 West Line Street, Bishop, California.

INVOCATION The invocation was given by Councilmember Smith followed by the Pledge of Allegiance led by Councilmember Ellis.

COUNCIL PRESENT Councilmembers Laura Smith, Jim Ellis
Mayor David Stottlemyre

COUNCIL ABSENT Mayor Pro Tem Cullen, Councilmember Griffiths

OTHERS PRESENT Keith Caldwell, City Administrator/Community Services Director
Denise Gillespie, Assistant City Clerk
Peter Tracy, City Attorney
Ray Seguine, Fire Chief
Chris Carter, Police Chief
David Grah, Public Works Director/City Engineer
Deston Dishion, Public Works Superintendent

PUBLIC COMMENT The Mayor announced the public comment period. No public comment was provided.

DEPARTMENT HEAD REPORTS Reports from Administration, Community Services, Fire, Police, and Public Works were given on the departments' activities including upcoming and ongoing projects.
(1)

CONSENT CALENDAR A motion was made by Councilmember Ellis and passed 3-0 with Griffiths and Cullen absent, to approve the Consent Calendar as presented:
(2)

Motion/Ellis

FOR APPROVAL AND FILING

- (a) Study Session Minutes – June 11, 2012
- (b) M.O.U. - City of Bishop and the Bishop Dog Park, Inc.
- (c) Request to surplus city and found property – BPD043-12
- (d) Request to surplus city property

FOR INFORMATION AND FILING

- (e) Planning Commission Meeting Cancellation Notice – 6/26/12
- (f) Parks and Recreation Commission Agenda – 6/20/12
- (g) Patrol Statistics – April/May 2011 / April/May 2012
- (h) Public Works Report – May 2012

NEW BUSINESS

NARROWBANDING EQUIPMENT PURCHASE On a motion by Councilmember Smith, the Council voted 3-0 with Cullen and Griffiths absent, to designate Nielsens

- (3)
Motion/Smith
Equipment of Mammoth Lakes as the sole source provider for purchasing equipment, service, and installation for the Police Department narrowbanding project pursuant to Bishop Municipal Code Section 3.24.200C.
- HIRING FREEZE WAIVED
Part Time Communications Operator
(4)
Motion/Ellis
On a motion by Councilmember Ellis, the Council voted 3-0 with Cullen and Griffiths absent, to waive the hiring freeze to fill one part time Communications Operator position.
- RE-AFFIRMATION OF TERMS AGREEMENT
Wye Road Intersection Improvement Project
(5)
Motion/Smith
On a motion by Councilmember Smith, the Council voted 3-0 with Cullen and Griffiths absent, to approve the execution of the Re-Affirmation of Terms Agreement to the first Caltrans Agreement for the Wye Road Intersection Improvement Project.
- SCADA CONTRACT AMENDMENT 4
(6)
Motion/Ellis
Staff made corrections to the totals for Amendment 4 and the total amount of the SCADA contract provided in the staff memo. This amendment is for work associated with the Headworks and Well 4 tank projects and the Johnston Drive Lift Station.
On a motion by Councilmember Ellis, the Council voted 3-0 with Cullen and Griffiths absent, to approve the execution of Amendment 4 to the contract with Stantec Incorporated for the Bishop SCADA project in the amount of \$36,241.00 with a total not-to-exceed cost of the entire contract of \$214,596.00.
- REQUEST TO GO TO BID
Waste Disposal Services
(7)
The City Attorney reported that prior to the start of the meeting it had been determined that based on the Fair Political Practices Commission guidelines, Mayor Stottlemire must recuse himself from participation on this agenda item as one of the anticipated bidders is a client of his business. Without his participation there was not a quorum. Therefore, this item will be placed on the next agenda when a quorum is available.
- DESIGNATION OF VOTING DELEGATE –
League Annual Conference Business Meeting
(8)
Motion/Smith
On a motion by Councilmember Smith, the Council voted 3-0 with Cullen and Griffiths absent, to appoint Dave Stottlemire as the voting delegate and Laura Smith as the alternate for the League of California Cities Conference Annual Business Meeting scheduled in September.
- BUDGET ADJUSTMENTS/
TRANSFERS FY 2011-2012
(9)
Motion/Ellis
On a motion by Councilmember Ellis, the Council voted 3-0 with Cullen and Griffiths absent, to approve the budget adjustments and transfers for Fiscal Year 2011-2012 through May 31, 2012 as presented.
- COUNCIL REPORTS
Council Members reported on committee meetings and announced upcoming community events. No action was taken.

CLOSED SESSION

The Mayor announce the closed session scheduled for conference with Labor Negotiator Keith Caldwell, City Administrator, pursuant to Government Code § 54957.6(a) with the Bishop Police Officers Association and Mid-Management was cancelled.

The contract with the Mid-Management group and the City was ratified by the Council during the Study Session closed session. Negotiations with the Bishop Police Officers Association are on-going.

ADJOURNMENT

The Mayor adjourned the meeting at 7:35 p.m. to the Study Session scheduled for Monday, July 9, 2012 at 4:00 p.m. in the City Council Chambers.

DAVID STOTTLEMYRE, MAYOR

Attest: Keith Caldwell, City Clerk

By: _____
Denise Gillespie, Assistant City Clerk

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

(e)

AGREEMENT NUMBER SA-12-18
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
 18th District Agricultural Association/ Eastern Sierra Tri-County Fairgrounds
 CONTRACTOR'S NAME
 City of Bishop Fire Department
- The term of this Agreement is: September 2, 2012 through September 2, 2012
- The maximum amount of this Agreement is: \$ To Be Determined (80% of ticket sales, less fair admission portion of combination)
- The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	1 page(s)
Exhibit B – Budget Detail and Payment Provisions	0 page(s)
Exhibit C* – General Terms and Conditions	4
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	1 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	0 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) City of Bishop Fire Department		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING (print name & title) Ray Seguine, Fire Chief		
ADDRESS 207 West Line Street, Bishop, CA 93514 20A		
STATE OF CALIFORNIA		
AGENCY NAME 18 th District Agricultural Association		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING James Tatum, CEO		
ADDRESS P.O. Box 608, Bishop, CA 93515		
		<input type="checkbox"/> Exempt per:

EXHIBIT A

SCOPE OF WORK

Attached and Incorporated To Standard Agreement # SA-12-18
Between 18th District Agricultural Assoc. / Eastern Sierra Tri-County Fair and City of Bishop Fire Department

Date and Time: Sunday, September 2, 2012 – 7:00 PM

BVFD SHALL RECEIVE: 80% of gross receipts less fair admission

Tickets: Fair and Derby combination tickets will be sold at \$16 for adults (general admission) and \$13 for children (general admission). Reserved Seats (Also Combination Tickets) will be sold for \$18.00. Fair will retain \$5 per adult admission and \$4 per child admission (under 12 years). Fair will retain \$5 for each reserved seat. City of Bishop Fire Department shall retain \$13 for each Reserved Seat, \$11 for each Adult General Admission Seat and \$9 for each Child General Admission Seat.

Concessions: Eastern Sierra Tri-County Fairgrounds will retain all concessions and retains the right to solicit sponsorship for the event.

Event: The City of Bishop Fire Department will produce a Destruction Derby event which includes the following:

1. Track area staging
2. Sunday morning inspection @west end of the track
3. Pit area-west side of arena
4. West arena for events

Clean Up: The City of Bishop Fire Department is to clean-up the arena and return it to the condition prior to the Destruction Derby. Special equipment must be used to remove all metal and trash from arena and pit area following event.

Personnel: The City of Bishop Fire Department must provide all emergency equipment needed for the event and a portion of the security. Fire Department must also provide personnel to act as ushers to assist patrons with reserved seats. Fire Department must also make arrangements for stand-by ambulance service to be present during all derby events.

Signed:

James J. Tatum, CEO
Eastern Sierra Tri-County Fairgrounds
18th District Agricultural Association

Authorized Representative
City of Bishop Fire Department

Ray Seguine, Fire Chief

Print Name & Title

Date: _____

Date: _____

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any ~~and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this~~ Agreement. AS DEFINED IN EXHIBIT A _____ COB _____ TCF
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **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 (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.

11. **CERTIFICATION CLAUSES**: The **CONTRACTOR CERTIFICATION CLAUSES** contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS**: Time is of the essence in this Agreement.

13. **COMPENSATION**: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW**: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

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EXHIBIT D

SPECIAL TERMS AND CONDITIONS

Attached and Incorporated To Standard Agreement # SA-12-18
Between 18th District Agricultural Assoc. / Eastern Sierra Tri-County Fair and City of Bishop Fire Department

In addition to the general terms and conditions (GTC 103), Exhibit C, both parties agree with the following statement:

The State Of California, The 18th District Agricultural Association/ Eastern Sierra Tri-County Fairgrounds agrees to indemnify, defend and save harmless the City of Bishop Fire Department, The City of Bishop, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the State Of California, The 18th District Agricultural Association/ Eastern Sierra Tri-County Fairgrounds in the performance of this agreement.

Signed:

James J. Tatum, CEO
Eastern Sierra Tri-County Fairgrounds
18th District Agricultural Association

Authorized Representative
City of Bishop Fire Department

Date: _____

Ray Seguire, Fire Chief
Print Name & Title

Date: _____

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. Non-Discrimination Clause/Statement of Compliance (GC 12990/CCR 8103-8120)

During the performance of this contract, 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 (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provision of the Fair Employment and Housing Act (Gov. Code Section 12900, et seq.) and the applicable regulations promulgated there under (CA Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code Section 12990 (a-f), set forth in Ch. 5 of Div. 4 of Title 2 of the CA Code of Regulations are incorporated into this contract by reference and made 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. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

Contractor by signing this contract hereby certifies, unless specifically exempted, compliance with Gov. Code 12990 (a-f) and CA Code of Regulations, Title 2, Div. 4, Ch. 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to 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 (cancer), age (over 40), marital status, and denial of family care leave.

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. Assignment

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

6. Termination

The fair reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

7. **Governing Law**

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

8. **Conflict of Interest (PCC 10410, 10411, 10420)**

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. **Contractor Name Change**

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

10. **Air or Water Pollution Violation (WC 13301)**

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.



WORKERS' COMPENSATION EXEMPT STATEMENT

I HEREBY CERTIFY THAT I AM AN INDEPENDENT CONTRACTOR AND HAVE NO PAID OR VOLUNTEER EMPLOYEES AND THEREFORE, WORKERS' COMPENSATION INSURANCE WHICH IS REQUIRED FOR EACH CONTRACT AS STATED IN ITEM I.A.3#c. WORKERS' COMPENSATION (CALIFORNIA FAIR SERVICES AUTHORITY INSURANCE REQUIREMENTS DATED 06/06), DOES NOT APPLY TO ME.

I AM AWARE THAT THIS STATEMENT IS FOR THE INTERNAL USE OF CFSA AND THE EASTERN SIERRA TRI-COUNTY FAIR/ 18TH DISTRICT AGRICULTURAL ASSOCIATION AND DOES NOT ALTER THE WORKERS' COMPENSATION REQUIREMENTS IN THE LABOR CODE OF THE STATE OF CALIFORNIA DEFINING "EMPLOYEES."

Signature of Contractor

Date

Printed Name

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
CITY OF BISHOP FIRE DEPARTMENT		95-1895967
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
RAY SEGUINE, FIRE CHIEF		
<i>Date Executed</i>	<i>Executed in the County of</i>	
	INYO	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

PAYEE DATA RECORD(Required when receiving payment from the State of California in lieu of IRS W-9)
STD. 204 (Rev. 6-2003)

1	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.		
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print) CITY OF BISHOP FIRE DEPARTMENT SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN (Last, First, M.I.) E-MAIL ADDRESS seguine@ca-bishop.us MAILING ADDRESS BUSINESS ADDRESS P. O. BOX 1236 377 WEST LINE STREET CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE BISHOP, CA 93515 BISHOP, CA 93514		
3	PAYEE ENTITY TYPE CHECK ONE BOX ONLY	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): 95-1895967 <input type="checkbox"/> PARTNERSHIP CORPORATION: <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input type="checkbox"/> ALL OTHERS <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: - - <small>(SSN required by authority of California Revenue and Tax Code Section 18646)</small>	NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.
4	PAYEE RESIDENCY STATUS	<input checked="" type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding. <input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.	
5	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.		
	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) RAY SEGUINE		TITLE FIRE CHIEF
	SIGNATURE	DATE	TELEPHONE (760) 873-5485
6	Please return completed form to: Department/Office: _____ Unit/Section: _____ Mailing Address: _____ City/State/Zip: _____ Telephone: (____) _____ Fax: (____) _____ E-mail Address: _____		

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>								
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>								
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>								
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address:</td> <td>wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website:</td> <td>www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov						
For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov						
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>								
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>								
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>								

STATE OF CALIFORNIA
INDEPENDENT CONTRACTOR/EMPLOYEE
STATUS DETERMINATION STATEMENT

I certify that I have reviewed the services to be provided by _____ under this contract against the 20 common-law factors, the three additional State criteria for California employment tax purposes, and the list of services which, when provided by individual(s) require the individual(s) to be classified as employee(s). The criteria cited above are documented in the State of California, The fair Memo 92-20.

Based on the results of my review, the individual to be engaged under this contract appears, for State and Federal employment tax withholding and related reporting purposes, to be an:

Independent Contractor

Employee

Please specify which among the 23 factors (see Attachment I) were used to make the above determination _____

I understand that, notwithstanding this certification, the proper status of the person(s) hired under the contract being reviewed depends on the manner in which the work is performed and on the nature of the relationship between the contractor and the State agency personnel responsible for the supervision of the contract. Therefore, the status of the contractor for State and Federal employee tax withholding and related reporting purposes will be redetermined when the manner in which the work is performed or the relationship between the contractor and the State agency changes sufficiently to alter the validity of this certification.

I hereby declare that the information provided in this document is true and correct and that I have sufficient knowledge of, authority, and responsibility for the work to be performed under this contract to effectively make this certification.

PROGRAM MANAGER _____

TITLE _____

(see footnote below)

SIGNATURE _____

TELEPHONE _____

REVIEWED BY STATE AGENCY PERSONNEL OFFICER

SIGNATURE _____

TELEPHONE _____

DATE _____

NOTE: For this certification to be considered adequate, it should be signed by a State agency manager with responsibility to supervise and monitor the work to be performed under the contract. Certifications by clerical staff and others with inadequate knowledge of, or responsibility for, the work to be performed will be rejected as inadequate.

COPYRIGHT INFRINGEMENT INDEMNIFICATION

Required For All Entertainment Contracts

Attached and incorporated into 18th DAA agreement # SA-12-18

Contractor warrants and represents that no musical, literary or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this contract unless contractor has previously thereto obtained written permission from the copyright holder. Contractor acknowledges that the contractor acts under this contract as an independent contractor charged with the responsibility at their sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works a contractor deems appropriate and that contractor undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works. Contractor warrants that in the performance of this contract, contractor will not infringe any statutory, common law or other right of any person by performing, reproducing or otherwise making use of any work or material. Contractor will indemnify, save and hold harmless the State and its agencies, including contracting district agricultural association, and their officers, agents, employees and servants from and against all claims, costs, and expenses(including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Contractor authorizes the withholding of payment under this contest pending the final disposition of any claim which may result from the foregoing indemnification.

RAY SEGUINE, FIRE CHIEF
Contractor Signature

Date

INSURANCE REQUIREMENTS

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the agreement protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, or California Exposition and State Fair, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, or California Exposition and State Fair, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. For individual events, the specific event dates must be listed, along with all set-up and tear down dates.
3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events all types with a paid gate and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types without a paid gate and with any Rough Stock events; \$1,000,000 per occurrence for Rodeo Events All Types without any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.
 - b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
 - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
 - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: A statement by the insurance company that it will not cancel or reduce the limits or coverages of said policy or policies without giving 30 days prior written notice to the named certificate holder.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations.
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodco Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Month/Date/Year

PRODUCER Insurance Agent/Broker Name Insurance Agent/Broker Street Address or P.O. Box Insurance Agent/Broker City, State & Zip Code Contact & Phone Number	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Vendor Name (Must Match Name on Contract) Vendor Street Address or P.O. Box Vendor City, State & Zip Code	INSURER A: Name of Insurance Company	Enter NAIC#
	INSURER B: Name of Insurance Company (if applicable)	Enter NAIC#
	INSURER C: Name of Insurance Company (if applicable)	Enter NAIC#
	INSURER D: Name of Insurance Company (if applicable)	Enter NAIC#
	INSURER E: Name of Insurance Company (if applicable)	Enter NAIC#

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Enter Policy #	Enter Effective Date	Enter Expiration Date	EACH OCCURENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
							\$
A	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____	Enter Policy #	Enter Effective Date	Enter Expiration Date	COMBINED SINGLE LIMIT (Each Occurrence)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/>	GARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> _____	Enter Policy # (if required)	Enter Effective Date	Enter Expiration Date	AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A	<input checked="" type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$Enter Amount	Enter Policy # (if required)	Enter Effective Date	Enter Expiration Date	EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
A	<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Enter Policy #	Enter Effective Date	Enter Expiration Date	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		<input type="checkbox"/> OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The State of California, The District Agricultural Association, County Fair, The County in which the County Fair is located, Lessor/Sublessor if Fair site is Leased/Subleased, Citrus Fruit Fair, or California Exposition and State Fair, their Directors, Officers, Agents, Servants and Employees are made Additional Insured, but Only insofar as the Operations under this contract are concerned.

CERTIFICATE HOLDER

Eastern Sierra Tri-County Fair
 18th District Agriculture Association
 P.O. Box 608
 Bishop, CA 93514
 PH: (760) 873-3588

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

(f)

**CITY OF BISHOP, CALIFORNIA
MEMORANDUM OF UNDERSTANDING**

This Agreement, made and entered into this ___ day of _____, 2012, by and between The City of Bishop, hereinafter referred to as "COB" and the Friends of Eastern Sierra Gardens (Friends of ESG), a program of United Methodist Social Services, Inc., a California nonprofit corporation with its principal office and place of business in Bishop, CA, hereinafter referred to as the "UMSS."

WITNESSETH

WHEREAS, it is the mission of COB, through the Department of Community Services, to enrich the lives of our citizens through the stewardship of the city's natural resources and the efficient and responsive provision of quality leisure opportunities, experiences, and partnerships; and

WHEREAS, a diversity of well-maintained facilities for outdoor recreational pursuits is key to Community Service's ability to serve the citizens of the greater Bishop area; and

WHEREAS, the purpose and intent of this Agreement is to establish responsibilities and roles of COB and the Friends of ESG/UMSS regarding certain real property managed by the COB in Bishop Park, commonly known as the "Community Garden" as shown in **Exhibit A** (attached), and which will ensure efficient and effective communications and support for the Bishop City Park; and

WHEREAS, the Friends of ESG/UMSS was established in 2011 to develop the Community Garden to provide individual plots for residents and a demonstration garden for use in horticultural educational outreach programs; and

WHEREAS, COB Community Services and Friends of ESG/UMSS are willing to cooperate to provide high quality facilities, volunteer opportunities, and special events and programs for the benefit of the citizens of the greater Bishop area.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the receipt and sufficiency of such consideration being hereby acknowledged, the parties hereby agree as follows:

1. COB Responsibilities.

COB, through the Community Services Department, shall:

(a) Agree to the development of the Community Garden to by Friends of ESG/UMSS for individual plots for residents and demonstration gardens for use in educational outreach programs. Such use is non-exclusive; as the entirety of the Community Garden remains a public space open to all.

(b) Have exclusive operational control of the Bishop City Park, including below-ground irrigation components associated with the Community Garden. Such control does not include ownership of renovations and improvements within the garden (i.e., bed materials, pathways, storage sheds, compost, fencing, signage, above-ground irrigation components, etc.), which are to remain under the control and ownership of Friends of ESG/UMSS.

(b) Provide the following services related to the operation and maintenance of the Community Garden:

- i. Litter and trash receptacles. The COB shall be responsible for the provision and the maintenance of trash and/or recycling receptacles in or around the Community Garden.

- ii. Pruning. The COB will prune the surrounding trees near the Community Garden when necessary and in a manner consistent with COB's regular practice.
 - iii. Water. The COB shall provide water for the Community Garden.
 - iv. Turf. The COB shall maintain the surrounding turf, including controlling weeds, when necessary in a manner consistent with COB's regular maintenance practices, including all applicable laws, regulations and ordinances that relate to the use of any herbicides and or pesticides.
 - v. Wood chip mulch. The COB shall provide wood chip mulch for the Community Garden when requested and if available.
 - vi. Decomposed Granite ("DG"). The COB shall provide DG for minor pathway repair or maintenance.
 - vii. Irrigation. The COB will repair and maintain below-ground irrigation components. Repair of above-ground irrigation components is the responsibility of Friends of ESG/UMSS.
- (b) Establish, receive and administer pursuant to COB accounting policies all rentals, fees, or charges related to use of the park. COB shall provide such staff support for operation of the Park as it shall deem necessary in its sole discretion.
- (c) Designate an employee or employees to serve as a liaison to Friends of ESG/UMSS and provide information and consult in a timely manner about operations of the Park and plans for future programming and projects related to the Park, consulting services, technical expertise, and professional assistance/participation. Such staff representative shall convey to the Director of the Community Services Department any recommendations made by the Friends of ESG/UMSS with respect to the operation and management of the Park.
- (d) Make space available at the Park/City Hall for meetings and administrative functions of the Friends of ESG/UMSS.

2. Friends of ESG/UMSS Responsibilities.

The Friends of ESG/UMSS shall:

- (a) Retain ownership of all renovations and improvements in the Community Garden (i.e., bed materials, pathways, storage sheds, compost, fencing, signage, above-ground irrigation components, etc.) with the exception of below-ground irrigation components.
- (b) Provide the following services related to the operation and maintenance of the Community Garden:
 - i. General Landscaping. Friends of ESG/UMSS shall be responsible for the general landscape planning and maintenance in the Community Garden.
 - ii. Pruning. Friends of ESG/UMSS will prune shrubs and other plants within the Community Garden to ensure proper growth and keep the pathways clear. Clippings will be placed in the compost or mutually agreed pickup area and COB will be notified for pick up.
 - iii. Irrigation. Friends of ESG/UMSS shall be responsible for repairs and maintenance of above-ground irrigation components, common areas, and watering of individual plots and the demonstration garden. Repairs and maintenance of below-ground irrigation components are the responsibility of COB.
 - iv. Wood chip mulch/DG. Friends of ESG/UMSS will spread wood chip mulch in the Community Garden or DG on pathways within three (3) days after it has been delivered in response to a request for same by Friends of ESG/UMSS.
- (c) Make no alterations, additions or improvements other than those outlined in the City-approved Community Garden proposal without first obtaining COB's written consent, which consent will not be unreasonably withheld. Any alterations, additions or improvements which are approved will remain

property of Friends of ESG/UMSS. Such alterations, additions or improvements may include, but are not limited to: arbors, fences, above-ground irrigation components, pathways, plants, signs, compost bins, or sheds.

- (d) Coordinate with COB in promoting, aiding, and encouraging use and appreciation of the Bishop Community Garden.
- (e) Coordinate with COB in the planning, maintenance, development and operation of the Bishop Community Garden.
- (f) Develop general policies, rules, and regulations related to the purposes and use of the Bishop Community Garden, with the approval of the COB.
- (g) Prepare annual financial statements to be submitted to COB annually.
- (h) Undertake such fundraising activities and provide financial support to benefit the Bishop Community Garden and its operations, as Friends of ESG/UMSS in its discretion deems appropriate.
- (i) Maintain nonprofit and tax-exempt status in accordance with applicable State and Federal laws, such as the IRS section of 26 U.S.C. 501(c) (3). This Agreement will automatically terminate if nonprofit status is lost.

3. COB and Friends of ESG/UMSS Responsibilities.

Together, COB and Friends of ESG/UMSS shall:

- (a) Meet at a minimum of twice a year to discuss ongoing operation of the Community Garden, including educational programs and volunteer opportunities, and solve any problems which have arisen. The parties shall provide written documentation of these meetings for their respective files. The parties shall work in good faith towards development of guidelines for long-term operation of the garden.

4. Insurance. All parties agree to provide and maintain, at their own expense, a program of insurance covering the activities and operations of their respective officers, agents and employees and contractors for the term of this Agreement. Insurance shall include, but is not limited to, comprehensive general liability, professional liability, and personal injury. The various policies of insurance shall have a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Upon request, the parties will provide each other evidence of such coverage naming the other party as an additional insured including an additional insured endorsement issued by the insurance company. The insurance coverage is limited to the items listed above and the City of Bishop will cover under their insurance program the liability of the volunteers.

5. Indemnification. Each party shall defend, indemnify and hold the other parties, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of The Regents of the University of California, its officers, agents or employees.

6. Amendment. This Agreement may be changed or amended from time to time upon the mutual consent of the parties hereto. Any such changes, alterations or modifications shall be incorporated into written amendments to this Agreement.

7. Termination. This Agreement may be terminated by either of the parties hereto without the necessity of any legal process by providing sixty (60) days written notice to the other party. The terminating party (COB or Friends of ESG/UMSS) will hold a meeting with the other party prior to termination, to discuss reasons for termination. Should the Agreement be so terminated by either party, the City shall have the right to resume full care of the area during the notification period.

8. Duration. This Agreement is in effect for a period of five years. At the end of the period this Agreement may be renewed if all parties agree.

9. Binding Effect. This Agreement contains the entire understanding of the parties hereto with regards to the Community Garden, and all prior discussions or correspondence between the parties with respect to the subject matter of this Agreement are merged into this Agreement. All parties agree to work in good faith to resolve any difficulties which arise.

10. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be conclusively delivered to the other parties at the following respective addresses. These persons are the key contacts for this Agreement. All written correspondence shall be directed to them and they will be responsible for communicating to all other parties within their respective group.

City of Bishop	Friends of ESG	United Methodist Social Services
Keith Caldwell Community Services Director 377 West Line Street Bishop, CA 93514	Mary McGurke P.O. Box 1626 Bishop, CA 93515	XXXXXXXXXXXX

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on this _____ day of _____, 2012.

THE CITY OF BISHOP
BISHOP, CALIFORNIA

BY: _____
Mayor

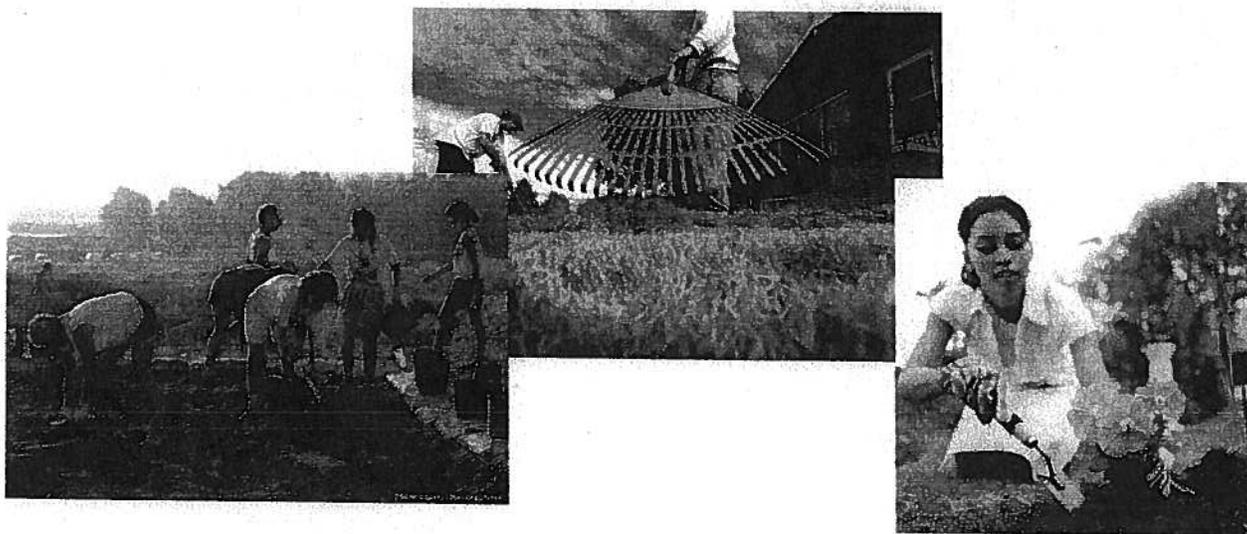
ATTEST: _____
City Clerk

United Methodist Social Services

BY: _____
Board Chair

ATTEST: _____
Secretary

**CITY OF BISHOP
COMMUNITY SERVICES DEPARTMENT
VOLUNTEER/FRIENDS OF THE PARK
HANDBOOK**



"I am only one, but I am one. I cannot do everything, but I can do something. And I will not let what I cannot do interfere with what I can do." - Edward Everett Hale

Our Mission – To offer and promote recreational, educational and volunteer opportunities in a fun, safe, well-maintained environment to persons of all ages. Thereby, promoting good health, teamwork and accentuating a positive quality of life.



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Recording Your Time.....
Dress Code/Identification.....
Scheduling.....
Youth Volunteers.....
Recognition.....
Publicity/Statements To The Media.....

City Policies.....
Respectful Workplace.....
Workplace Security.....
Accidents or Injuries on the Job.....
Ending Your Volunteer Assignment.....

FORMS.....

THANK YOU.....

THE VOLUNTEER/FRIENDS OF THE PARK

The City of Bishop Community Services Department is committed to creating the best possible relationship with our volunteers. Part of that commitment is establishing a clear understanding of the expectations of volunteers. Those expectations, defined below, are the natural extension of the high level of commitment The City of Bishop extends to its volunteers.

Definition of a Volunteer

A volunteer is an individual who, beyond the confines of paid employment and normal responsibilities, contributes time, talent, and service to assist The City of Bishop Community Services Department in the accomplishment of its mission. Volunteers make a valuable contribution to the City and its mission to provide high-quality service.

Volunteer Development

We encourage volunteers to improve their level of skill and understanding. Periodically, volunteers may be offered the opportunity to participate in development opportunities while volunteering with the City.

Parameters

The City of Bishop is committed to maintaining a workplace that respects all individuals and is free from discrimination and harassment of any form. The City of Bishop complies with all state and federal laws. Unacceptable or illegal conduct by a volunteer may result in termination of the volunteer assignment.

PROCESS TO BECOMING A VOLUNTEER

We appreciate your willingness to join with the City of Bishop in our quest to expand our services and enhance the quality of life.

Recruitment and Selection

All prospective volunteers will be asked to attend an orientation and sign a waiver of liability. A background screening may be part of this process. The orientation will help the volunteers understand the mission and role of the City of Bishop Community Services Department volunteer/friends program. You will be given an overview of all volunteer opportunities within the City. The full range of opportunities is offered to help you find the best match for your skills and interests. Once you pick your volunteer assignment, a supervisor of that area will work with you.

Orientation and Training

If needed, you will receive specific, on-the-job training to provide you with the information and skills necessary to perform your volunteer assignment. Every effort will be made to be sure the training and methods are appropriate to the demands of the position and your capabilities and interest.

“Nothing’s stronger than the heart of a volunteer”

- General Doolittle in the Movie, Pearl Harbor

CLARIFICATION OF A VOLUNTEER RELATIONSHIP

At the City of Bishop we feel strongly that the relationship between the volunteer and the City should be mutually beneficial, helping both the volunteer and the City fulfill their goals through the synergy that enhances all efforts. Following are some parameters that have been set to help establish that relationship and track our volunteer program initiatives.

Code of Conduct

Each of us is responsible, every day, for our own behavior and the decisions we make. As a volunteer for the City of Bishop Community Services Department, you directly affect the citizens and the community. We ask you be responsible for maintaining the highest standards while representing the City. Please conduct yourself with professional and ethical conduct at all times.

Activities that could raise questions as to the City of Bishop's honesty and impartiality are strictly reviewed. In an effort to maintain the highest standards of conduct, the Community Services Department works under the following Code of Conduct:

No volunteer shall: for personal benefit, use the name, emblem, endorsement, services or property of the City of Bishop, nor seek any financial advantage or gain as a result of City affiliation. Volunteers or paid staff may not utilize any City affiliation in connection with the promotion of partisan policies, religious matters or positions on any issue not in conformity with the position of the City. Disclosure of confidential City information that may be available solely as a result of your volunteer efforts is prohibited.

Conflict of Interest

The City of Bishop has a legal obligation to operate the best interest of our citizens. If you have an affiliation or financial interest with an organization that may present a conflict with those interests, disclose that conflict to the Community Services Director at (760) 873-5863. Refrain from being involved in any decision-making process relating to the other organization. In addition, do not knowingly take any action or make any statement intended to influence the conduct of the City in such a way as to confer any financial benefit on a person or entity in which you have a significant interest or affiliation.

After acceptance as a volunteer/friend of the park with the City of Bishop Community Services Department, any volunteer who enters a course of health-related treatment that might adversely impact the performance of their volunteer duties should consult with the Community Services Director.

Recording Your Time

A valid record of volunteer hours is one of the clearest ways to show the benefits of your volunteer efforts. Volunteers are responsible for keeping track of their own hours including those given off-site. Please provide your hours to the Community Services Department.

"Be informed. Be involved. Make a difference."

Dress Code/Identification

As a representative of the City of Bishop Community Services Department, volunteers are responsible for presenting a positive and professional image to the community. Please dress appropriately for the conditions and task involved.

Volunteers will be issued some type of identification, such as a badge. ID badge or other identification is property of the City of Bishop and must be returned upon resignation.

Scheduling

Volunteers are typically assigned duties that have somewhat of a regular schedule. If expecting to be absent from you scheduled assignment, please notify your coordinator as far in advance as possible. If you are off on a long vacation, your coordinator will need time to make arrangements to cover the loss of your services.

Youth Volunteers

Recognition of the many and varied contributions of volunteer staff is accomplished both formally and informally. Informal recognition, including positive feedback for a job well done, is the responsibility of the coordinator and Community Services Director. Formal activities may be coordinated with designated staff. Please inform the community Services Director if you or group wishes to be acknowledged for your service.

Publicity/Statements to the Media

All media inquiries regarding the City of Bishop and its operations must be referred the Community Services Director. No volunteer, unless specifically designated, is authorized to make public statements on behalf of the City, its departments, programs, etc.

CITY POLICIES

Each volunteer for the City of Bishop Community Services Department is considered a valued and important member of the team. The City extends every effort to ensure volunteers will have a positive experience in a considerate environment. Please review the following items that have been put in place for a respectful workplace.

Respectful Workplace

The City values respectfulness, collaboration, and teamwork in the workplace and prohibits any form of discrimination and harassment that would otherwise conflict with these values. The City also values a diverse workforce and is committed to providing equal opportunities to all.

Workplace Security

It is the policy of the City of Bishop to promote a safe work environment for all. In support of this policy, the City takes the position that a threat of violence or any act of violent act within the workplace is not permitted. All threats or acts of violence will be taken seriously and acted upon. Your personal safety is of paramount importance. We never want to put our volunteers in harm's way. If you feel the situation is unsafe in any way, please remove yourself from the danger and call park staff or 911.

Accidents or Injuries on the Job

Please let your supervisor know immediately upon incident or accident according in the workplace. Call 911 if needed.

All incidents and accidents should be documented by the supervisor on duty.

Ending Your Volunteer Assignment

If you need to end your volunteer relationship with the City of Bishop Community Services Department please notify your coordinator and/or the Community Services Director with as much advance warning as possible. All City property, such as identification badge, must be returned at that time. The City of Bishop accepts services of all volunteers with the understanding that such service is at the sole discretion of the City. At any time and for any reason, the City of Bishop may decide to terminate the volunteer's relationship, just as the volunteer may at any time and for whatever reason to end his/her relationship with the City. When possible, interviews will be conducted with volunteers who are leaving their positions. The Community services Department is interested in learning more about your experience and gather thought and suggestions on ways to improve the volunteers experience.

THANK YOU

Thank you for your generous gift of time and interest in serving the City of Bishop. We hope that you have an enjoyable volunteer experience. If you have questions about the information this handbook, please contact the Community Services Director, (760) 873-5863. Developed 2011.

“One person can make a difference and every person should try.”

- John F. Kennedy

**VOLUNTEER PROGRAM
APPLICATION**

Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Daytime Phone: _____ Evening Phone: _____

Occupation: _____

Special Skills, Talents and Languages:

Emergency Contact: _____ Phone: _____

Do you have a driver's license? _____ Transportation? _____

Have you ever been convicted of a violation or attempted violation of Section 243.4 of the Penal Code, a sex offense against a minor, or of any felony, which requires registration pursuant to Section 290 of the Penal Code? _____ Yes _____ No

How did you become interested in the volunteer program?

Assignments Preferred: _____

Previous Volunteer Experience: _____

Other Applicable Experience: _____

Certification or Licenses Held: _____

Hours Available:

Sunday _____ Monday _____ Tuesday _____

Wednesday _____ Thursday _____ Friday _____

Saturday _____

Do you have any limitations related to health or physical ability? If so, please explain:

Applicant Signature: _____ Date: _____

Completion of the Remainder of this Form is Optional

Volunteers are recruited and selected on their interests, skills, knowledge and abilities. A diverse corps of volunteers is both necessary and desirable. The program office uses the following demographic information to meet diversity goals.

Please Check One:

___ Black (Not Hispanic) ___ White (Not Hispanic) ___ Hispanic

___ American Indian or Alaskan Native ___ Asian or Pacific Islander

Please Check One:

___ 18-25 ___ 26-35 ___ 36-45 ___ 46-55

___ 56-65 ___ Over 65

**Volunteer Agreement & Release of Liability
City of Bishop / Friends of the Garden / UMSS**

I, the undersigned, will be participating in _____ (hereafter the "activity") at the Bishop Community Garden on or about _____ to _____, 20__.

I recognize that, as a volunteer I represent the above organizations to the public. I accept the responsibility for this status and will conduct myself in a professional manner. I will be sober when conducting business as a representative of these organizations. _____ initial

I will not participate in and will report any and all instances of any sort of harassment, exploitation, and or intimidation. I will work to maintain an atmosphere of physical and emotional safety for everyone, regardless of race/national origin, gender, sexual orientation, disability or medical condition, citizenship status, religion, marital status or age. _____ initial

I recognize that there are risks involved in participating in this activity and hereby assume all risk of injury, harm, damage, or death in connection with my participation in this activity. I understand and agree that neither that the City of Bishop (COB), Friends of the Eastern Sierra Gardens (ESG)/United Methodist Social Services (UMSS) nor its trustees, officers, representatives, employees or agents may be held liable in any way for any injury, harm, damage, or death that may occur to me as a result of my participation in this activity and hereby release the COB & ESG/UMSS, its trustees, officers, employees, agents and representatives from any claim for injury, harm, damage or death, which may occur while I am participating in the activity. To the fullest extent permitted by law, I agree to save and hold harmless the COB & ESG/UMSS its trustees, employees, agents or representatives from any claim by myself, my estate, heirs, successors, assigns or other persons arising out of my participation in the activity. _____ initial

I authorize the COB & ESG/UMSS through its trustees, officers, employees, agents or representatives, to render or obtain such emergency medical care or treatment for me as may be necessary should any injury, harm or accident occur to me while participating in this activity. _____ initial

I understand and acknowledge that the COB & ESG/UMSS does not provide health or medical insurance in connection with the activity and I agree that I will be financially responsible for any bills incurred as a result of medical treatment, including emergency medical treatment and/or transportation to a medical facility, in connection with my participation in the activity. _____ initial

Executed this _____ day of _____, 20__.

Signature _____

Printed Name _____

Witness: _____

**VOLUNTEER PROGRAM
MINOR ~~(REDACTED)~~ APPLICATION**

Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone: _____ Date of Birth (Month/Day/Year): _____

Names of Parents or Guardians: _____

Parents' or Guardians' Daytime Phone: _____

Emergency Contact: _____ Phone: _____

Have you ever been convicted of a violation or attempted violation of Section 243.4 of the Penal Code, a sex offense against a minor, or of any felony, which requires registration pursuant to Section 290 of the Penal Code? _____ Yes _____ No

School: _____ Grade: _____

Career Interests:

Special Skills, Talents and Languages:

How did you become interested in the volunteer program?

Assignments Preferred: _____

Previous Volunteer Experience: _____

Other Applicable Experience: _____

Hours Available:

Sunday _____ Monday _____ Tuesday _____

Wednesday _____ Thursday _____ Friday _____

Saturday _____

Do you have any limitations related to health or physical ability? If so, please explain:

Applicant Signature: _____ Date: _____

Parent or Guardian Signature: _____ Date: _____

Completion of the Remainder of this Form is Optional

Volunteers are recruited and selected on their interests, skills, knowledge and abilities. A diverse corps of volunteers is both necessary and desirable. The program office uses the following demographic information to meet diversity goals.

Please Check One:

___ Black (Not Hispanic) ___ White (Not Hispanic) ___ Hispanic

___ American Indian or Alaskan Native ___ Asian or Pacific Islander

VOLUNTEER PROGRAM VOLUNTEER BILL OF RIGHTS

On behalf of the citizens of the Agency, the mayor and city council affirm that members of the corps of volunteers have the right to:

Meaningful work which meets their interests and needs;

Respect for the individual's skills and dignity;

Recognition of their contributions;

Confidentiality in all personal matters and records;

Accurate records of volunteer service;

Equal partnership with paid staff team members;

A published job description for each assignment;

Orientation to the volunteer program and specific job training;

Guidance and support of a program supervisor;

Frequent communication and performance feedback;

Ability to change assignments;

A place for discussing for issues and suggestions;

An open door with the Coordinator of Volunteer Services.

VOLUNTEER PROGRAM VOLUNTEER SERVICE STATEMENT

In performing the service specified in my volunteer job description, I acknowledge:

- I have attended the Agency's volunteer orientation program and have been given a copy of the Volunteer Manual, which includes a volunteer handbook, my job description, policies and procedures and safety information;
- I have acquainted myself with what is required to perform my tasks, and represent that I have the skill and ability to perform them and know of no reason, medical or otherwise, which would prevent me from performing the tasks required;
- I will adhere to the safety training provided by the supervisor and assume full responsibility for my own safety;
- I will perform my volunteer service in compliance with the standards and specifications established for my position.

Volunteer's Signature: _____

Date: _____

VOLUNTEER PROGRAM TIME SHEET

Name: _____ Supervisor: _____

Assignment: _____ Department: _____

Month: _____

Enter the total number of volunteer hours worked for each day. Total all hours worked in each week, and enter it in the "Total" column.

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Total
Week 1								
Week 2								
Week 3								
Week 4								
Week 5								

Volunteer Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

VOLUNTEER PROGRAM PERFORMANCE REVIEW

Name: _____ Date: _____

Assignment: _____

How many hours has the volunteer worked in this assignment? _____

Check the level which best describes the volunteer's performance:

	Excellent	Good	Fair	Poor
Dependability	_____	_____	_____	_____
Ability to Perform Duties	_____	_____	_____	_____
Quality of Work	_____	_____	_____	_____
Initiative	_____	_____	_____	_____
Attitude Toward Job	_____	_____	_____	_____
Attitude Toward Others	_____	_____	_____	_____
Overall Suitability for the Job	_____	_____	_____	_____

Comments:

Prepared by: _____ Date: _____

Volunteer's Signature: _____ Date: _____



CITY OF BISHOP

WATER AND SEWER COMMISSION

AGENDA

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

(9)

Date: July 10, 2012
7:00 P.M.

Notice to the Public:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk (760) 873-5863. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II).

Any writing that is a public record that relates to an agenda item for open session distributed less than 72 hours prior to the meeting will be available for public inspection at City Hall, 377 West Line Street, Bishop, California, during normal business hours.

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

4. Public Comment:

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

5. Correspondence:

Letter of resignation from Cheryl Underhill

6. Approval of Minutes:

Minutes of the Water and Sewer Commission meetings held on May 8, 2012 subject for approval.

7. Water usage graph

8. Meter Readings

9. Cash balance and revenue and expenditures update

10. Public Works reports May and June

11. Staff and Commission Reports

12. Adjournment:

The next regularly scheduled meeting will be September 11, 2012 at 7:00 P.M. in the City Council Chambers, 301 West Line Street, Bishop.

(h)

CITY OF BISHOP

Parks and Recreation Commission Minutes

May 23, 2012

CALL TO ORDER: The Parks and Recreation Commission met on May 23 2012 the meeting was called to order at 5:15 pm in the City Council Chambers, 301 W. Line St. Bishop, CA.

PLEDGE OF ALLEGIANCE

COMMISSIONERS Kellie Hallenbeck, Cheryl Underhill, John Weatherford and Thom Batchelder

COMMISSIONERS ABSENT: Lee Cox

OTHERS PRESENT: Community Services Director, Keith Caldwell, Karey Poole, Recording Secretary, Dan McElroy, Parks Supervisor, and Waylon Cleland, Parks Facility Maintenance

APPROVAL OF MINUTES: Motion made by Commissioner Batchelder to approve the minutes for April 25th, 2012. 2nd by Commissioner Weatherford, approved unanimously.

PUBLIC COMMENT: None

CORRESPONDENCE: Submittal from James Wiley Commissioner Hallenbeck commented that this idea presented in Mr. Wiley's letter is not really a Parks and Recreation issue. Commissioner Weatherford agreed and said maybe something for the private sector. Keith explained a conversation with Mr. Wiley at the Council meeting and asked him to attend a Parks and Recreation meeting. He asked the Commissioners to write down any questions they may have for Mr. Wiley. The City gives the opportunity for response and gives everyone a chance; they don't want to turn any ideas away.

OLD BUSINESS: None

NEW BUSINESS: None

STAFF REPORT:

Programs --

Waylon shared that the Softball season is going great. He participated in a Hunter Safety Class on May 12 with 38 in attendance. He will be pursuing the opportunity to Instruct in the future. June 4th is the Show and Shine at the Park with a club out of Reno. BBQ Bills will be catering with a planned movie for the participants. Cars will begin to arrive between 5 and 6pm. He is currently working on planning Wednesday Night Family Nights. This could be Tennis, Bocce or pickup Volleyball from 6pm to dusk. The commissioner will notice there is a June calendar and a flyer in their folders. The calendar includes upcoming swim lessons, summer camps and the movies in the park. Farmers Market is also starting soon, June 23rd, and will be Saturday mornings from 9-11am behind City Hall. July 4th is coming next month for the Big Day in the park from 12-4pm which will include a softball tournament, games for the kids and Free Swim if approved by Council.

Facilities-

Dan stated that staff has the pool ready for the school swim parties beginning May 30th. They are ready for the Mule Days weekend; Inyo Council for the Arts has reported 160 vendors for the weekend. Staff has been working with AYSO to seed the fields. Staff will be taking a trip to Lone Pine to pickup donated fencing from Kevin and Lis Mazzu. They are continuously working on weed abatement which is always a challenge on field 5. Commissioner Hallenbeck asked about the ADA Lift. Staff shared that there was an orientation with Pool guards and it was very informative. Nathaniel Gratz was there to give them a full hands on. Being a quadriplegic, his need of assistance is at a higher level than most with disabilities. He was able to work with the kids and get them comfortable with assisting and utilizing the lift.

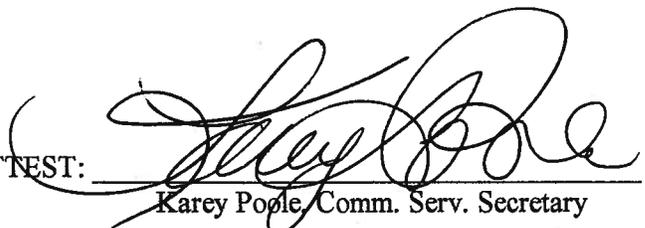
ITEMS FROM THE COMMISSION:

Commissioner Weatherford asked about a particular vehicle that continues to park in the shade between fields 2 and 3. He is concerned for safety of children in the area and asked about the possibility of no parking signs. Dan said that he has talked to this gentleman and will watch to see if he parks there again. He doesn't really want to put up no parking signs because there are other entity vehicles that use it for shade during hours when children are not present, such as the mail delivery trucks, which have no air conditioning otherwise.

ADJOURMENT

The meeting adjourned at 5:45pm to reconvene Wednesday, June 20, 2012 at 12:00pm at the City Park.


Kellie Hallenbeck, Chair

ATTEST: 
Karey Poole, Comm. Serv. Secretary

BISHOP FIRE DEPARTMENT

(i)

ACTIVITY LOG

June, 2012

Date	RunID #	ACTIVITY	City	District	Contract	Other
1-Jun	12-0106092	Outside Fire, Front of 226 Agape Cir. Wilkerson		12		
1-Jun	12-0106093	Outside Fire, 200 Block of McIver Street	13			
3-Jun	12-0306094	Dumpster Fire, Mill Pond Campground				10
4-Jun	12-0406095	Tree into Resident, Cancel En Route 111 Vanadium Ranch				17
5-Jun		Training/Drill, Structure Tactics using Type II Engine	9	10		
6-Jun		Departmental Meeting	11	11		
13-Jun		Work Night	9	9		
17-Jun	12-1706096	Fuel Leak, In front of 600 S. Main Street, Allen's Outdoor	12			
18-Jun	12-1806097	CO Detector Act., No CO, 771 N Main, J Diamond Sp. 66	10			
19-Jun	12-1906098	Motor Cycle vs Vehicle T.C., W Yeany @ Spruce St.	17			
19-Jun		Training/Drill, Ladder Rescue, Ground and Aerial	8	7		
20-Jun		Departmental Meeting	10	10		
20-Jun	12-2006099	Good Intent, Hot Breaks, Sherwin Grade				21
21-Jun	12-2106100	Engine Cover, Big Pine	6			
25-Jun	12-2506101	HazMat, Propane Leak Adjacent to 363 A W. Elm Street	11			
25-Jun	12-2506102	Over Fire, 198 MacIver Street, Space 2	11			
26-Jun	12-2606103	Vehicle T.C., Front of 3587 West Line Street		11		
27-Jun		Fireworks Booth Inspections	*			
27-Jun		Work Night	8	8		
27-Jun	12-2706104	Unauthorized Burning, Buttermilk				*
28-Jun	12-2806105	Smoldering Ground Fire, Rear of 131 Clark Street	12			
28-Jun		Fireworks Booth Inspections	*			
30-Jun	12-3006106	Vegetation Fire, Big Pine. Structure Protection		15		
30-Jun	12-3006107	Good Intent, Possible Fuel Leak Rear of 1190 N Main, Von's	14			
30-Jun	12-3006108	Unauthorized Burning, 2944 W. Line St. Space 6		14		

17 * 101 Response only

Total Responding Personnel		Totals Calls
City	161	9
District	107	4
Contract	0	0
Other	48	3
		<hr/> 16



CITY OF BISHOP

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

(j)

Department of Public Works Building Permits Issued

6/2012

Date	Owner/Location/Contractor	Short Description	Value	SMIP	Rev Fund
Commercial					
6/5/2012	Bishop Joeti Inc 155 E. Elm St. Double D Electric	repair loose conduits	\$225.00	\$0.00	\$0.00
6/1/2012	Bishop Elks #1603 151 East Line Street Double D Electric	sub-panels	\$2,100.00	\$0.00	\$0.00
6/13/2012	Harivanden P. Bhakta 233 East Elm Street	sign	\$5,000.00	\$1.05	\$1.00
6/1/2012	Northern Inyo Hospital 150 Pioneer Lane Henderson Landscape	irrigation and lanscape installation	\$30,000.00	\$1.26	\$1.00
6/12/2012	Northern Inyo County Hospital 157 Pioneer Lane Riggio Construction, Inc.	exchanging antennas	\$6,000.00	\$1.26	\$1.00
Commercial Totals			\$43,325.00	\$3.57	\$3.00
Residential					
6/25/2012	George Schreiner 132-134 Moffet Drive Don Roberts Roofing	re roof	\$3,000.00	\$0.50	\$1.00
6/25/2012	Beverly Riggsby 780 West Elm Street Aldridge Plumbing	replace shower and pan	\$1,500.00	\$0.50	\$1.00
6/19/2012	Jack Mullenau 400 W. Elm St		\$1,000.00	\$0.50	\$1.00
6/18/2012	John Halfen 666 Sycamore Drive Rollins Electirc Inc.	200 AMP meter main	\$2,800.00	\$0.00	\$0.00

Date	Owner/Location/Contractor	Short Description	Value	SMIP	Rev Fund
6/6/2012	Helen Talbot Trust 751 Home Street Bishop Heating & Air Conditio	replace furnace	\$3,000.00	\$0.00	\$0.00
		Residential Totals	\$11,300.00	\$1.50	\$3.00

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR KSC

SUBJECT: APPOINTMENT OF WATER AND SEWER COMMISSIONER

DATE: JULY 9, 2012

BACKGROUND/SUMMARY:

With the appointment of Cheryl Underhill to the Parks and Recreation Commission an unscheduled vacancy was created on the Water and Sewer Commission. The process for advertising an unscheduled commission vacancy was completed and resulted in the receipt of two applications. Interviews were held July 2nd. The committee will have a recommendation for appointment of John F. Martin.

RECOMMENDATION:

Review the recommendation of the interview committee and consider the appointment of John Martin to fill the unscheduled vacancy on the Water and Sewer Commission for the term ending November 8, 2012.

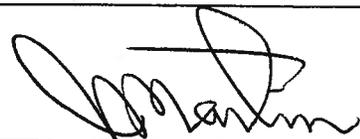
RECEIVED

In the space provided below, summarize briefly why you wish to serve the City of Bishop on a Board or Commission. Include any special qualifications you have which are particularly appropriate to the position for which you are applying. **This is a very important section and must be completed for your application to be given consideration.**

Water and sewer are critical elements of the city's infrastructure. The health and well-being of the city's residents are largely dependent on the continuity and reliability of these services. It behooves us, then, as citizens of Bishop to prudently manage these services for our mutual benefit.

Water is a precious resource whose value will increase with population growth both locally and especially in other areas. Sewage movement, treatment and disposal must be carefully conducted for the benefit of those using this service and to assure no negative effect on our environment.

6/4/2012
Date


Signature

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR *KSC*

SUBJECT: Broadband Facilities Property Access Agreement

DATE: July 9, 2012

Attachments: Agreement with California Broadband Cooperative, Inc. (CBC)

BACKGROUND/SUMMARY

The City has been in communication with the California Broadband Cooperative, Inc. for approximately two years for the implementation of Digital 395. This project will provide fiber optic cable from the Los Angeles area to the Reno area along State Highway 395.

The City has an opportunity to connect through key access points in City owned facilities.

The attached agreement outlines the terms and conditions of the installation process and on-going procedures. It has been reviewed and approved by staff and the City Attorney.

RECOMMENDATION

Council consideration to take action to approve the Broadband Facilities Property Access Agreement with the California Broadband Cooperative, Inc. (CBC).

BROADBAND FACILITIES PROPERTY ACCESS AGREEMENT

This BROADBAND FACILITIES PROPERTY ACCESS AGREEMENT ("Agreement") is entered into this 27th day of June, 2012 by and between the CITY OF BISHOP, a California general law city with offices at 377 West Line Street, Bishop, California 93514 ("Owner"), and CALIFORNIA BROADBAND COOPERATIVE, INC., a California corporation with offices at 1101 Nimitz Avenue, Vallejo, CA 94592 ("CBC").

1. Building Access. Subject to and upon the terms, provisions and conditions hereinafter set forth, and in consideration of the duties, covenants and obligations of CBC hereunder, Owner hereby grants CBC (including such CBC affiliates as are hereafter approved in writing by City), at no charge or cost to CBC, a non-exclusive right to:

(i) enter on and gain access in, over and under the property shown on Exhibit "A", and specifically shown on the attached 12 installation sketches, including any and all buildings ("Property");

(ii) install and operate communications equipment in, on and under the Property;

(iii) use the Property's existing in-ground and in-building conduit, wire and cabling owned by or controlled by Owner;

(iv) make available and provide telecommunications, internet, video and other communications services to any Owner, tenants, licensees, invitees, purchasers and other occupants of the Property (collectively, the "Occupants"), but not to third parties located off of the Property.

Nothing in this Agreement shall be construed or interpreted as granting CBC any exclusive rights or privileges in or to the Property, relating to access or installation rights, to the exclusion of any other persons or entities. CBC and its employees, agents and contractors shall be permitted to access and use all portions of the Property necessary for the provision of services by CBC or its affiliates to the Occupants. The rights of access granted and uses permitted herein shall be available to CBC during normal business days and hours, except that, in the case of emergency, CBC shall be permitted access at any time, day or night. CBC shall provide Owner or Owner's agent with reasonable advance notice of its intention to enter the Property. Further, notwithstanding the access granted to CBC by City herein, CBC shall obtain the written consent of any Lessee which has possessory rights under a lease from City.

2. CBC Equipment. CBC shall have the right to construct, install, test, operate, maintain, repair, service, upgrade, modify, remove, and replace communications equipment on the Property, or in any building on the Property. CBC's communications equipment ("Equipment") includes, but is not limited to, any fiber optic or copper cable, conduit, terminals, switches, and related accessories necessary for CBC, or its affiliates, to provide services to the Occupants of the Property. Owner further agrees to provide CBC access to and use of certain

floor and/or wall space in any main communications rooms on the Property, or in such other segregated, enclosed spaces in any building, to house and store the Equipment. Such equipment locations ("Equipment Spaces") are detailed on Exhibit "A" attached hereto. CBC shall have the right, upon notice to Owner, to replace any Equipment provided that the footprint of the Equipment does not increase. Notwithstanding the foregoing, Owner shall have the right to review all proposed installation and maintenance work on the Property at least thirty (30) days prior to such work being commenced (excepting only emergency repair work), and shall have the right to place reasonable conditions on such work, and to deny CBC the right to do the work if, in its sole discretion, Owner determines that such work, or any part thereof, are not in the best interests of the City. City shall have the right to require CBC to move any equipment, including anchors, or to remove any of it or all of it entirely, from City property where City elects, in its sole discretion, to repair, remodel, rearrange, change operation, or otherwise abandon or demolish any City structure which is part of the Property. In the event that CBC shall be required to move, or remove its equipment, including anchors, the cost of the first such move or removal shall be born solely by CBC, and not City. Further, in this first instance of equipment removal or relocation, City retains the right to require CBC to reinstall such equipment, including anchors, at CBC's sole cost and expense. Thereafter, any removal, relocation or reinstallation of CBC's equipment shall be paid for solely by the City.

CBC shall, at its own cost:

(i) ensure that all Equipment is installed in accordance with all relevant fire and building code requirements in force at the time of installation, and

(ii) be responsible for the provision, installation, maintenance and repair of the Equipment, although each individual Occupant may incur charges relating to the installation and/or operation of equipment specific to such Occupant's requirements. Owner agrees that it has no legal or equitable ownership interest in the Equipment and shall not make any claim or attempt to assert any lien to the contrary. CBC shall repair, at its sole expense, any damage to the Property, including any building located on the Property, which is caused by CBC's installation, maintenance, repair or removal of its Equipment, normal wear and tear excepted.

3. Term of Agreement. This term of Agreement shall commence on the date it is fully executed by the parties, as set forth hereunder, and shall continue for a period of ten (10) years ("Initial Term"). This Agreement may only be terminated by the parties as specifically allowed herein. The Initial Term of this Agreement shall automatically be renewed, without need of further documentation, for three (3) additional ten (10) year periods ("Renewal Terms") unless CBC provides Owner notice of its intention not to renew ninety (90) days prior to the expiration of the Initial Term or the then running Renewal Term. CBC may terminate this Agreement, without further liability, upon providing thirty (30) days prior notice if no Occupants of the Property are receiving services from CBC, or its affiliates, or if due to any governmental action, CBC, or its affiliates, are unable to provide services to the Property. City may terminate this agreement at any time, and without cause, by giving CBC sixty (60) days prior written notice of termination.

4. Assignment; Successors. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Owner, and shall be binding upon and inure to the

benefit of CBC's successors and assigns, to the extent assignment may be approved by Owner hereunder. Owner shall give notice to any prospective purchaser of Property of this Agreement and CBC's rights hereunder.

5. Owner's Review of Plans. Prior to installing or allowing any Equipment to be installed in or on the Property, CBC shall submit to Owner detailed plans and specifications of the planned installation for Owner's approval. Owner shall have thirty (30) days after submission of the plans to review them. If Owner does not approve said plans within said thirty (30) day period, or give CBC notice that it needs more time to review the plans, which shall not exceed an additional thirty (30) days, then such plans shall be deemed approved. If City elects to disapprove such plans, it shall give notice to CBC of such disapproval. City's approval or disapproval of such plans shall be given to CBC in writing.

6. Notices. Any notice, communication, request, reply or advice ("Notice") in this Agreement provided or permitted to be given, made or accepted by either party to the other shall be in writing and shall be deemed validly given if deposited in the United States mail, postpaid and certified and addressed to the party to be notified, with return receipt requested, (mail services include Overnight Express Mail, Federal Express and UPS service) or delivered in person to such party. For purposes of Notice, the addresses of the parties shall, until changed, be the addresses listed above in the preamble of this Agreement.

7. CBC's Defense, Indemnity and Hold Harmless of City. As an express and material term of this agreement, CBC agrees to defend, indemnify and hold harmless the City, its officers, employees, agents, successors and assigns from any and all claims, demands, causes of action, losses or other liabilities for any damage, whether to person or property, whatsoever arising out of or related to this Agreement. CBC further agrees to defend, indemnify and hold harmless the City, its officers, employees and agents for any injury to persons or property occasioned by reason of or arising out of the acts or omissions of CBC, its agents, employees, contractors and subcontractors and any other person or entity acting under this Agreement. It is the intent of this condition that CBC shall be responsible for all liability for design, construction, and maintenance of the improvements installed or activities performed pursuant to this Agreement and that the City, its officers, employees, agents, successors and assigns shall not be liable for any negligence, whether active or passive in nature, nonfeasance, misfeasance, or malfeasance related to or arising from this Agreement, including but not limited to approving, reviewing, checking, or correcting any plans or specifications, or approving, reviewing, or inspecting any work or construction or installation arising from this agreement.

8. No City Obligation to Contract for Services. Nothing herein shall obligate City to contract with CBC, or any third party, for services of any kind.

9. CBC Requirement for Insurance. Prior to the beginning of, and throughout the duration of work, CBC shall maintain insurance in accordance with the following.

- CBC shall provide Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its

vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses, and no less than \$2,000,000 general aggregate;

- CBC shall provide Workers' Compensation on a state-approved policy form providing statutory benefits as required by law, with employer's liability limits no less than \$1,000,000 per accident for all covered losses;

- CBC shall provide Business Auto Coverage on Insurance Services Office Business Auto Coverage form CA 00 01 including owned, non-owned and hired vehicles, or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If CBC owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CBC or CBC employees will use personal autos in any way on this project, CBC shall obtain evidence of personal auto liability coverage for each such person;

- CBC shall provide Excess or Umbrella Liability Insurance (Over Primary), which if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insureds those covered by the underlying policies, including additional insureds;

- Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits;

- There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another;

- Coverage shall be applicable to City for injury to employees of CBC, subcontractors or others involved in the work;

- The insurance coverage provided shall be subject to approval of City following receipt of proof of insurance as required herein;

- Any insurance proceeds in excess of the required limits and coverage and which is applicable to a given loss will be available to City;

- City, including its officers, employees and agents, shall be named as additional insureds under the general and umbrella liability policies.

10. CBC Responsibility. CBC shall be legally responsible for all damage or injury resulting from its activity, or that if its officers, agents, servants, employees and third party contractors engaged by it, under this Agreement.

11. CBC Compliance with Law. CBC shall at all time comply with all federal, state and local laws, ordinances and regulations, including, but not limited to, full compliance with all building codes and related construction requirements.

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

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

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

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

Dated: June ___, 2012

Dated: June ___, 2012

CITY OF BISHOP

CALIFORNIA BROADBAND
COOPERATIVE, INC.

BY: DAVID STOTTLEMYRE
MAYOR

BY: ROBERT W. VOLKER
CHIEF EXECUTIVE OFFICER

Attest:

KEITH CALDWELL, CITY CLERK
BY: DENISE GILLESPIE, ASSISTANT
CITY CLERK

EXHIBIT A TO BROADBAND FACILITIES PROPERTY ACCESS AGREEMENT

1. The Equipment Space(s). CBC's Equipment Spaces on the Property and in the Building(s) are described as:

- 126 City Yard City of Bishop 151 S Warren St.**
- 136 Bishop Well #1 City of Bishop 175 N Warren St.**
- 138 Bishop Police Department City of Bishop 207 W Line St.**
- 150 Bishop Sub-Station Inyo County Sheriff's Department 301 W Line St.**
- 151 Bishop Superior Court Inyo County 301 W Line St.**
- 152 Bishop District Yard 1 Inyo County 3236 W Line St.**
- 155 Bishop City Hall/Offices City of Bishop 377 W Line St.**
- 182 Bishop Well #3 City of Bishop Sunland Dr**
- 184 Bishop Well #2 City of Bishop 1005 N Main St**
- 185 Bishop City Park City of Bishop 688 N. Main St.**
- 186 Lift Station City of Bishop 201 Johnston Dr.**
- 187 Sewer plant City of Bishop 980 Poleta Rd.**
- 188 Bishop Well #4 City of Bishop 3800 W Line St.**
- 192 Park Shop City of Bishop 646 N. Main Street**
- 193 Bishop Storage Tank City of Bishop 3244 W. Line St.**

INITIALS:

Owner: _____

CBC: _____

126



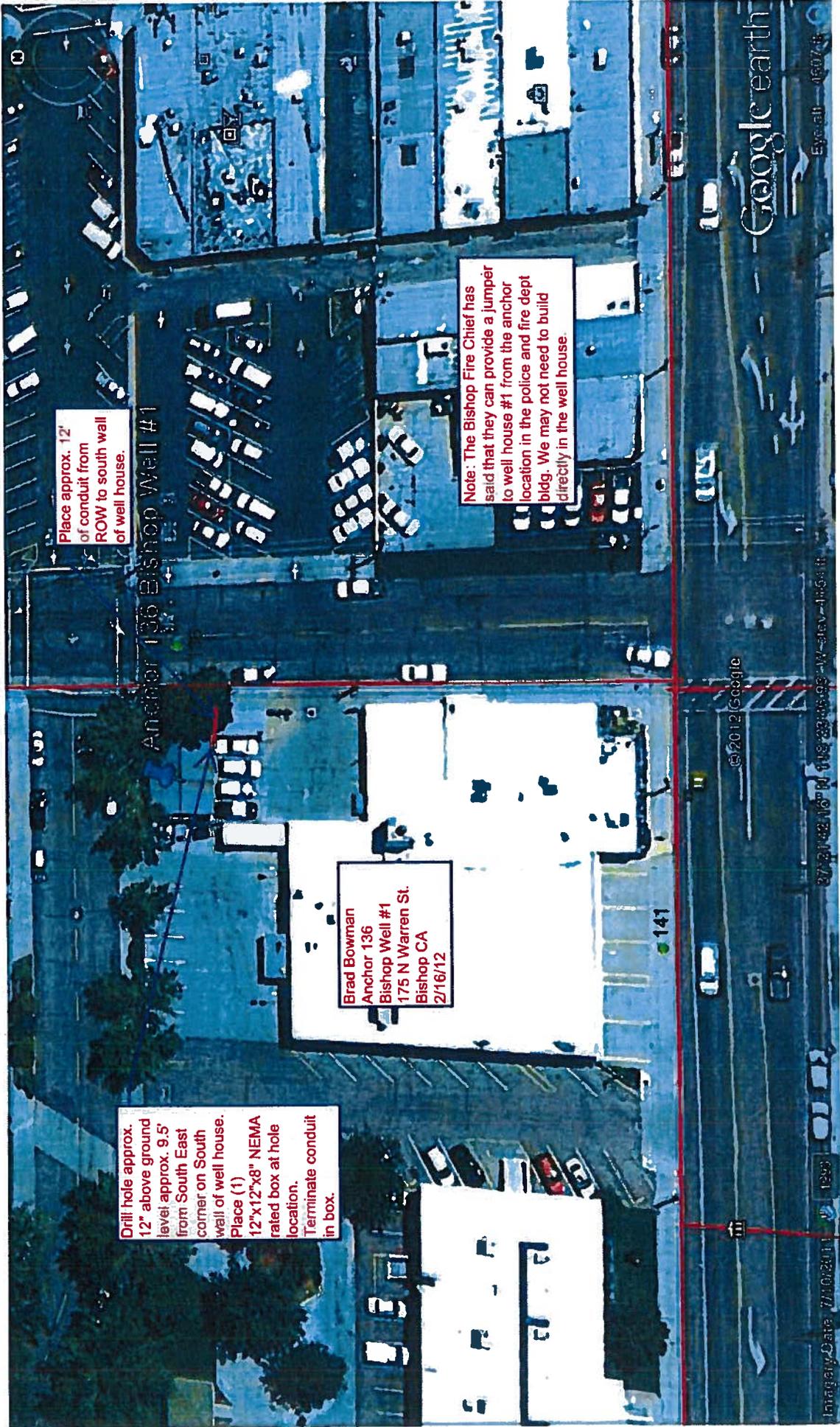
FIELD DESIGN OK 4/19/12

Drill hole approx. 12" above ground level approx. 9.5' from South East corner on South wall of well house. Place (1) 12"x12"x8" NEMA rated box at hole location. Terminate conduit in box.

Brad Bowman
Anchor 136
Bishop Well #1
175 N Warren St.
Bishop CA
2/16/12

Place approx. 12' of conduit from ROW to south wall of well house.

Note: The Bishop Fire Chief has said that they can provide a jumper to well house #1 from the anchor location in the police and fire dept bldg. We may not need to build directly in the well house.



©2012 Google

Google earth

27°21'42.16" N 118°23'45.93" W - elev - 41.54 ft

1293

Imagery Date: 7/10/2011

Eye alt: 1007 ft

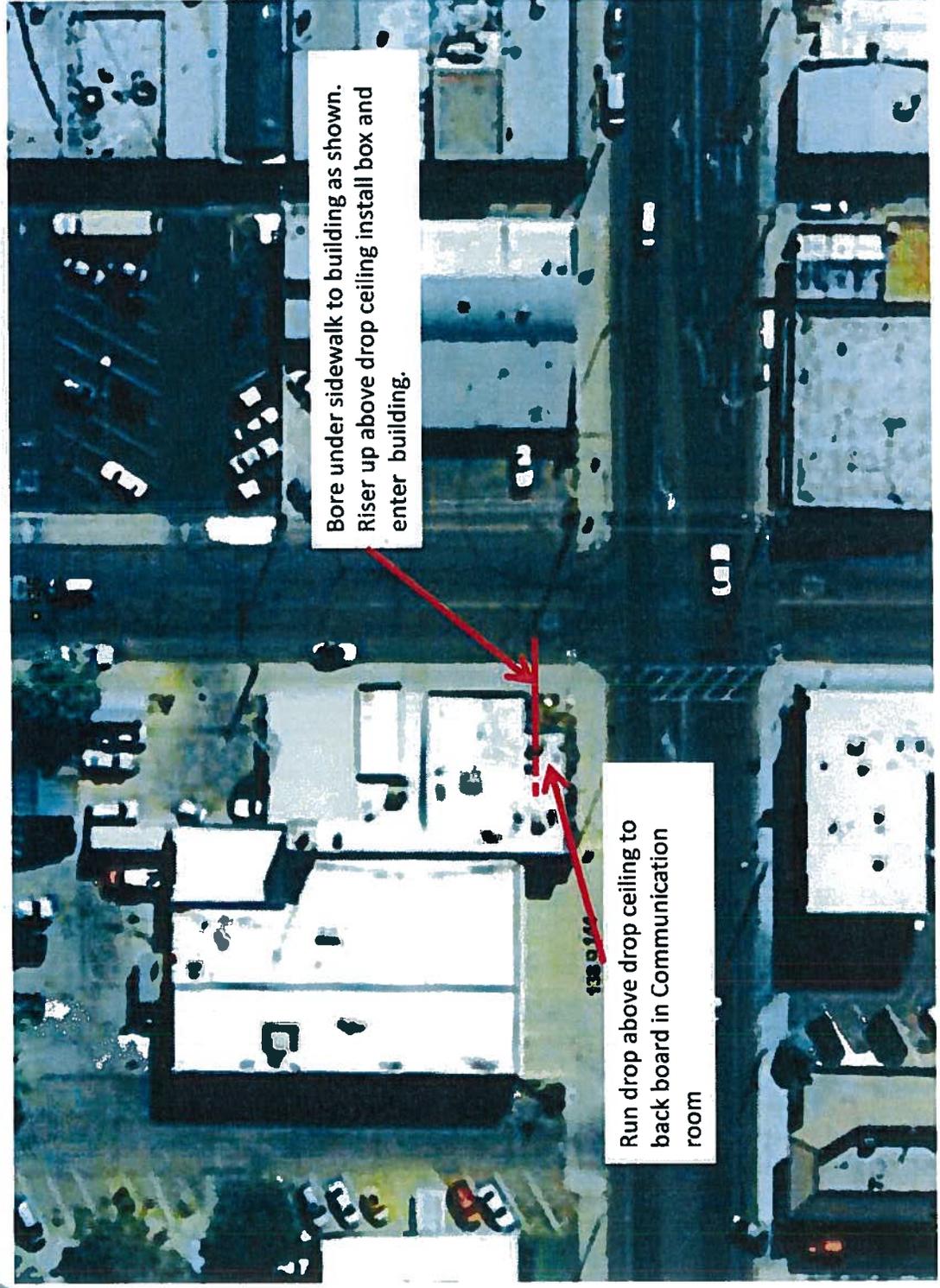
LEGEND

TELCO MANHOLE	TELCO VALVE
TELCO MANHOLE	TELCO MANHOLE
TELCO K-BOX	SOLIDLY OWNED POLE
JUNKY POLE	ANCHOR
BORE PIT	BORE CAP
CITY POE	CULVERT

AERIAL FIBER	40L
AREA OF POTENTIAL EFFORT	PT
BORE	BORE
CABLE TV	CON
CENTRUM	04
DUCT PLACEMENT	E
ELECTRICAL	10P
EDGE OF PAVEMENT	10P
FENCE LINE	10
FIBER CABLE	10
GAS	10
HOLELIDER	10
INNERDUCT	10M
IRRIGATION	10M
PROPERTY LINE	10
PUBLIC UTILITY EMBLEM	10
ROCKWHEEL	10M
RIGHT OF WAY	10
SEWER	10
STORM DRAIN	10
TELEPHONE	10
TELEPHONE & ELECTRICAL	10
TROUGH	10
WATER	10

AND/OR NUMBER 138
 AGENCY NAME BISHOP POLICE DEPT
 ADDRESS 207 W LINE ST
BISHOP, CA 93514
 ENGR D. ARNDAL

VERSION 04-04-2012 SHEET 1 OF 407



Bore under sidewalk to building as shown.
Riser up above drop ceiling install box and enter building.

Run drop above drop ceiling to back board in Communication room





LEGEND

TELECO FED	ELC CABINET
TELECO MANHOLE	ELC TRANSFORMER
TELECO VALV	ELC J-BOX
TELECO MANHOLE	FIRE HYDRANT
TELECO J-BOX	GAS VALVE
SOLELY OWNED POLE	STREET LIGHT
JOINT POLE	SEWER
ANCHOR	STORM DRAIN
BOXES MET	WATER MANHOLE
BOXES CAP	WATER METER
CITY FED	WATER VALVE
VALVE	

AREA OF POTENTIAL EFFECT	APR	APR	APR
BONE	APR	APR	APR
CABLE TV	CITY	CITY	CITY
CENTURLINE	GA	GA	GA
DUCT PLACEMENT			
ELECTRICAL			
EDGE OF PARALLEL	DP	DP	DP
FENCE LINE			
FIBER CABLE	FR	FR	FR
GAS	FL	FL	FL
HOLDLINE	IND	IND	IND
INSURDUCT	INS	INS	INS
IRRIGATION	PA	PA	PA
PROPERTY LINE			
PUBLIC UTILITY EASEMENT	RO	RO	RO
ROCKWHEEL			
ROOF OF WAY	SP	SP	SP
SEWER	SD	SD	SD
STORM DRAIN			
TELEPHONE & ELECTRICAL	TE	TE	TE
TRENCH			
WATER			

ANCHOR NUMBER 150, 151, 155

ANCHOR NAME BISHOP SUPERIOR COURT

ADDRESS 301 W LINE ST

BISHOP, CA 93514

OWNER D. ARNDAL TEL. 780-873-8000

VERSION 02-03-2012 DWG. 1 OF 1

0 40' 80'

SCALE: 1" = 40'

PRAXIS
ASSOCIATES
707.551.8200

#152



Field Design OK 4/19/12

Anchor #152
Inyo Co. Yard 1
3226 W. Line St

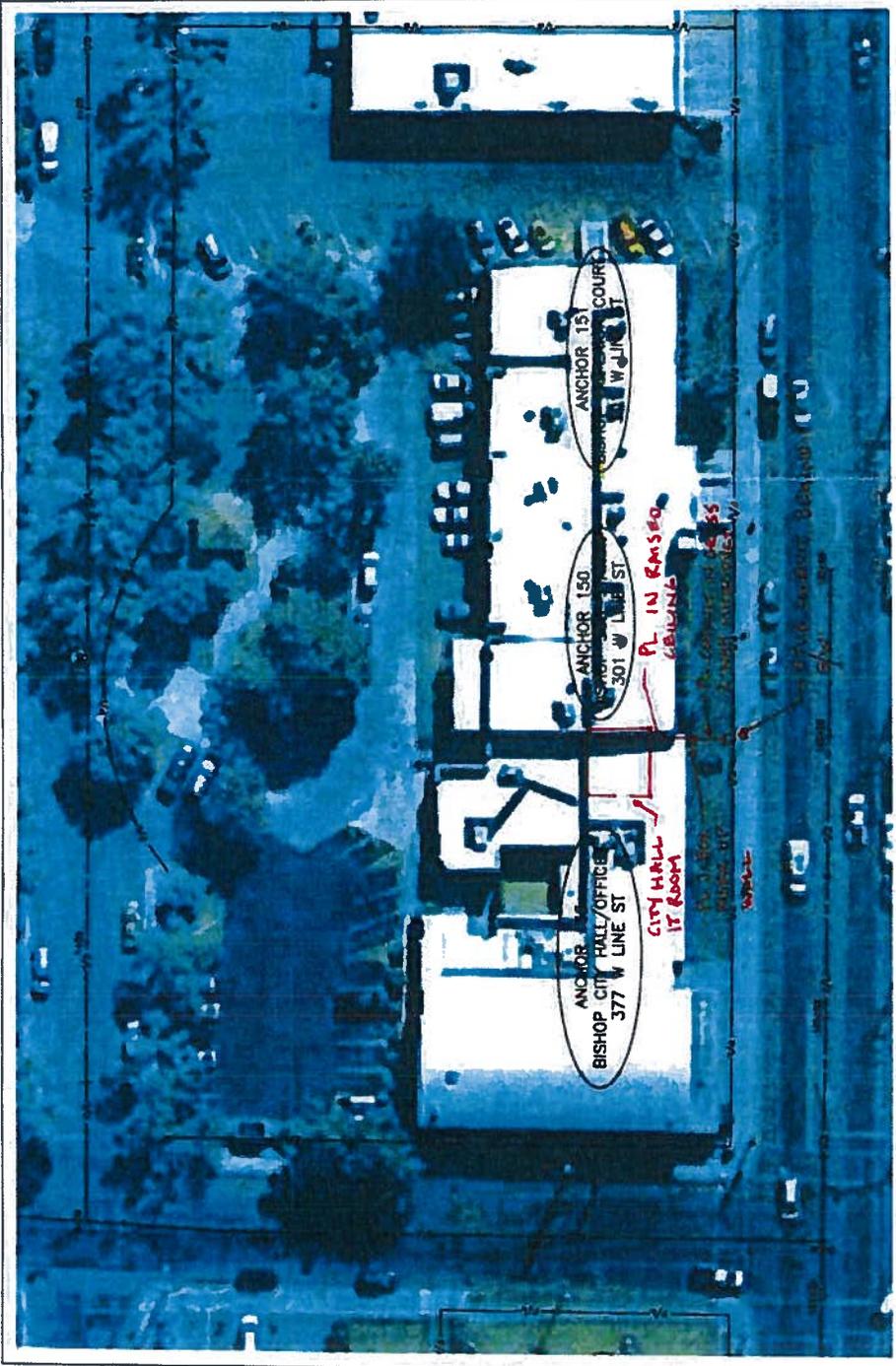
LEGEND

TELECO FED	ELC CABINET
TELECO MANHOLE	ELC MANHOLE
TELECO VALV	ELC TRANSFORMER
TELECO MANHOLE	ELC J-BOX
TELECO X-BOX	FIRE MOUNT
SOLELY OWNED POLE	GAS VALVE
JOINT POLE	STREET LIGHT
ANCHOR	SEWER
BORE PIT	STORM DRAIN
BRASS CAP	WATER MANHOLE
CITY FED	WATER METER
CULVERT	WATER VALVE

AERIAL FEED	APL	APL	APL
AREA OF POTENTIAL EXTRACT	APL	APL	APL
BONE	CITY	CITY	CITY
CABLE TV	GA	GA	GA
CENTRALINE	GA	GA	GA
DUCT PLACEMENT	E	E	E
ELECTRICAL	DP	DP	DP
EDGE OF PARALLEL	PL	PL	PL
FENCE LINE	PL	PL	PL
FIBER CABLE	PL	PL	PL
GAS	PL	PL	PL
HOLDER	PL	PL	PL
HOUSING	PL	PL	PL
IRIGATION	PL	PL	PL
PROPERTY LINE	PL	PL	PL
PUBLIC UTILITY EASEMENT	PL	PL	PL
ROCKWHEEL	PL	PL	PL
RIGHT OF WAY	PL	PL	PL
SEWER	PL	PL	PL
STORM DRAIN	PL	PL	PL
TELEPHONE & ELECTRICAL	PL	PL	PL
TRENCH	PL	PL	PL
WATER	PL	PL	PL

ANCHOR NUMBER 150, 151, 155
 ANCHOR NAME BISHOP SUPERIOR COURT
 ADDRESS 301 W LINE ST
 BISHOP, CA 93514
 DATE D. ARNDAL TEL. 780-873-8000

VERSION 02-00-2012 DWG. 1 of 1
 0 40' 80'
 SCALE: 1" = 40'





Location of Well #
3. No structure on
property.

Brad Bowman
Anchor 182
Bishop Well #3
Sundland Dr
Bishop CA
4/23/12

Google earth

Eye alt 5247 ft

© 2012 Google

37°21'29.40" N 118°24'15.09" W elev 4176 ft

1993

Imagery Date: 7/10/2011

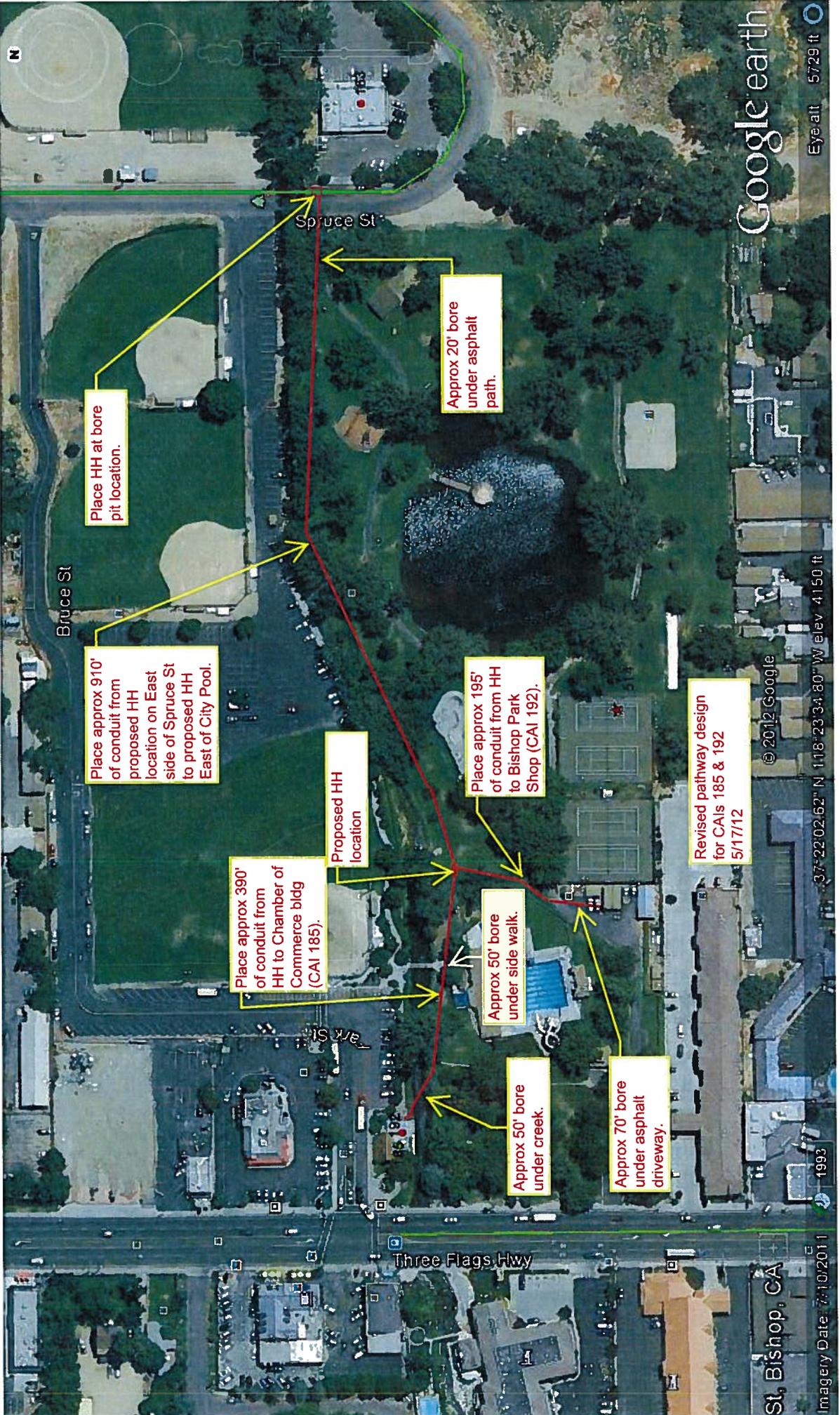


Drill (1) 2" Hole approx. 8' North of SE corner of bldg on the East wall. Place hole 1.5' to 2' above ground level. Place (1) 12"x12"x8" NEMA rated junction box over hole.

Bore approx. 365' of conduit from ROW to Well house.

Brad Bowman
Anchor 184
Bishop Well #2
993 N Main St,
Bishop CA
2/16/12

Place 2'x4' backboard on East wall South of control panel box inside well house.



N

Google earth

Eye alt 5729 ft

Spruce St

Place HH at bore pit location.

Approx 20' bore under asphalt path.

Bruce St

Place approx 910' of conduit from proposed HH location on East side of Spruce St to proposed HH East of City Pool.

Place approx 195' of conduit from HH to Bishop Park to Bishop Shop (CAI 192).

Proposed HH location

Revised pathway design for CAIs 185 & 192 5/17/12

Place approx 390' of conduit from HH to Chamber of Commerce bldg (CAI 185).

Approx 50' bore under side walk.

Approx 50' bore under creek.

Approx 70' bore under asphalt driveway.

Three Flags Hwy

St. Bishop, CA

Imagery Date: 7/10/2011

© 2012 Google 37° 22' 02.62" N 118° 23' 34.80" W elev 4150 ft



Place approx. 35' of conduit from ROW to proposed location of NEMA rated box on East wall of bldg. Terminate conduit in box.

Brad Bowman
Anchor 186
Lift Station
201 Johnston Dr
Bishop CA
2/17/12

Drill hole approx. 18" above ground level on East wall approx. 3' from NE corner. Place (1) 12"x12"x8" NEMA rated box at drilled hole location.

© 2012 Google

Google earth

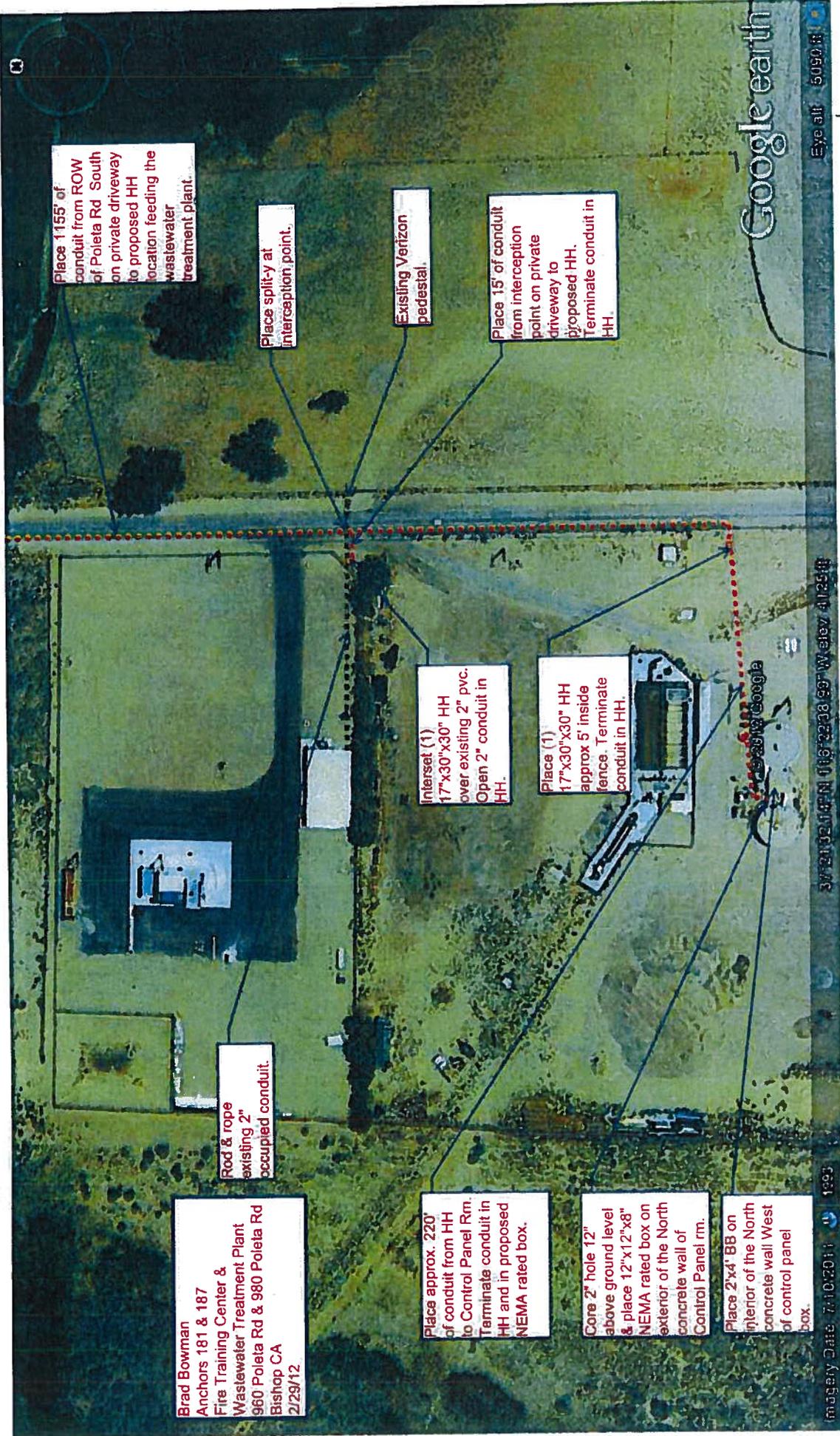
Eye alt 4396 ft

37°21'35.07"N 118°25'02.97"W Elev 4134 ft

1892

Imagery Date: 7/10/2011

#181 / #187



Place 1155' of conduit from ROW of Poleta Rd South on private driveway to proposed HH location feeding the wastewater treatment plant.

Place split-y at interception point.

Existing Verizon pedestal.

Place 15' of conduit from interception point on private driveway to proposed HH. Terminate conduit in HH.

Rod & rope existing 2" occupied conduit.

Intersect (1) 17"x30"x30" HH over existing 2" pvc. Open 2" conduit in HH.

Place (1) 17"x30"x30" HH approx 5' inside fence. Terminate conduit in HH.

Brad Bowman
Anchors 181 & 187
Fire Training Center &
Wastewater Treatment Plant
960 Poleta Rd & 980 Poleta Rd
Bishop CA
2/29/12

Place approx. 220' of conduit from HH to Control Panel Rm. Terminate conduit in HH and in proposed NEMA rated box.

Core 2" hole 12" above ground level & place 12"x12"x8" NEMA rated box on exterior of the North concrete wall of Control Panel rm.

Place 2'x4' BB on interior of the North concrete wall West of control panel box.

Google earth



Brad Bowman
Anchor 188
Bishop Well #4
3800 W Line St,
Bishop CA
2/16/12

Place approx. 115'
of conduit from
ROW to
interception point.

Locate copper
cable drop in
existing 1.5"
conduit. Utilize
unused drop cable
as pull line to place
copper drop to well
house. Existing
conduit is approx.
430'

Intersect (1)
17"x30"x30" HH
over existing
occupied 1.5"
conduit. Open
existing conduit in
HH.

Place 2'x4'
backboard on
inside of North
wall west of the
control panel.

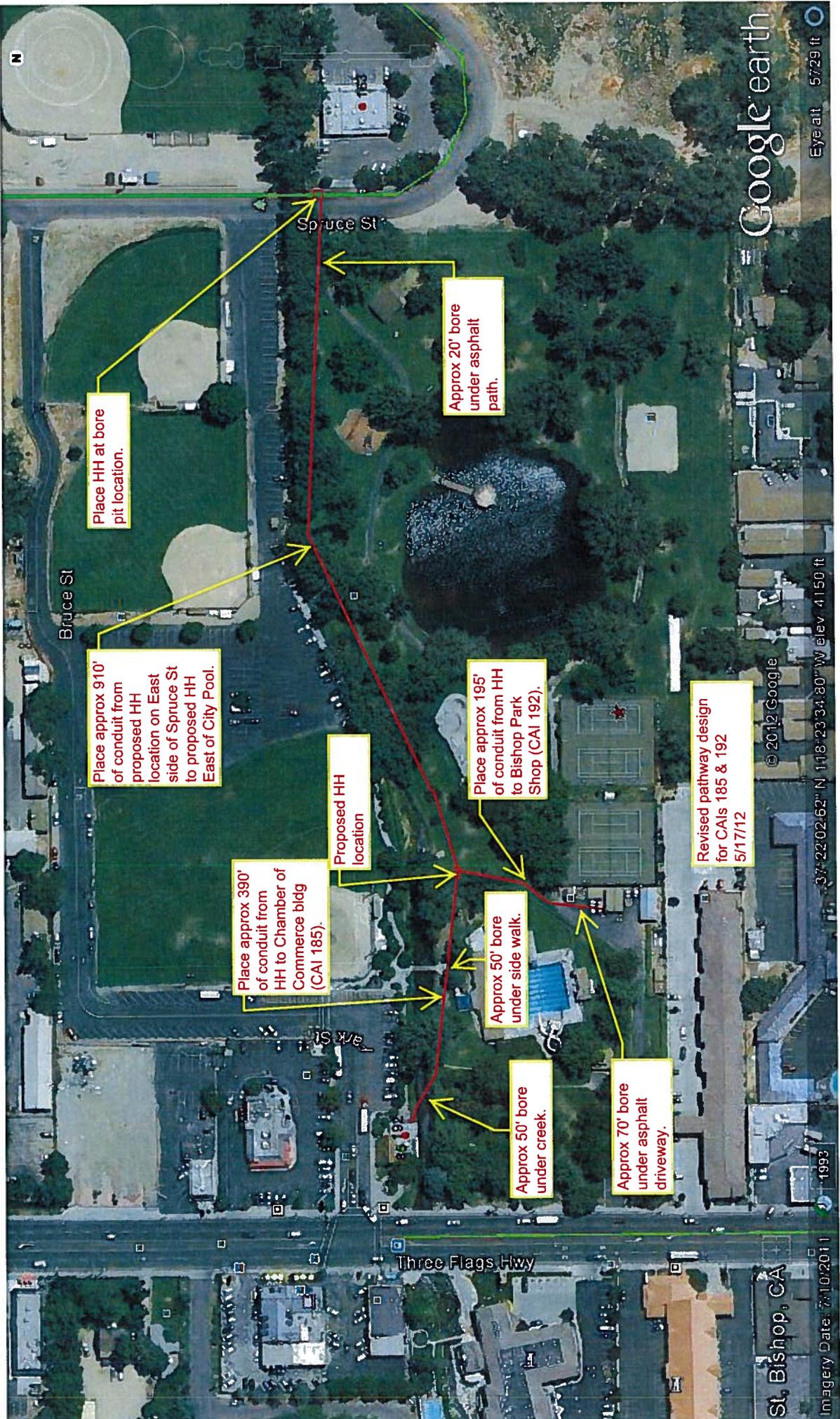
Google earth

Eye alt 5007 ft

37°21'38.77" N 118°26'52.45" W elev 4378 ft

1993

Imagery Date: 7/10/2011



Place HH at bore pit location.

Approx 20' bore under asphalt path.

Place approx 910' of conduit from proposed HH location on East side of Spruce St to proposed HH East of City Pool.

Place approx 390' of conduit from HH to Chamber of Commerce bldg (CAI 185).

Proposed HH location

Place approx 195' of conduit from HH to Bishop Park Shop (CAI 192).

Approx 50' bore under side walk.

Approx 50' bore under creek.

Approx 70' bore under asphalt driveway.

Revised pathway design for CAIs 185 & 192 5/17/12

© 2012 Google

37° 22' 02.62" N 118° 23' 34.80" W elev 4150 ft

1993

Imagery Date: 7/10/2011

Google earth

Eye alt 5729 ft

N

Bruce St

Spruce St

Three Flags Hwy

St. Bishop, CA

Existing Verizon
pedestal.

Intersect
17"x30"x30" HH
over existing 1.5"
conduit. Open
existing conduit in
HH.

If ROW is at this
fence line, place
approx. 25' of
conduit from ROW
to interception
point. Intersect HH
here.

Place approx. 40'
of conduit from
ROW to
interception point.

Approx. 540' of existing 1.5"
conduit from VZ pedestal to control
panel box. 1.5" conduit has 2
unused copper drop wire. Can
be used as pull wire and then
replaced in conduit when placin
fiber drop.

Note: This is DWP
property.

Brad Bowman
Anchor 193
Bishop Water Storage Tank
3244 W Line St
Bishop CA
2/17/12

193 Bishop Water Storage Tank

1 Bishop, CA 93514

© 2012 Google

Google earth

37° 21' 38.33" N 118° 36' 18.05" W elev. 4318 ft

Eye alt 5125 ft

Imagery Date 7/10/2011 1993

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR *KJC*

SUBJECT: Agreement for EMS Dispatch Services

DATE: July 9, 2012

Attachments: Agreement

BACKGROUND/SUMMARY

Symons Emergency Specialties provides ambulance and EMS services for Inyo County. For many years, the City of Bishop Police Department has provided dispatch at no cost to Symons.

Due to the number of calls, increased liability and regulations, this agreement outlines the types of services that the City will render and what Symons will pay for those services. Outlined duties include: acting as the primary PSAP 9-1-1 answering point; radio dispatch of EMS/Ambulance response to the requested location; Computer Aided Dispatch (CAD) tracking of calls for service; response times and locations; records of response history; and time on the scene and hospital arrival times in accordance with past practices.

The City will receive \$20.00 per call.

RECOMMENDATION

Council consideration to take action to approve the Agreement with Symons Emergency Specialties for EMS and ambulance dispatch services provided by the City of Bishop Police Department.

AGREEMENT FOR AMBULANCE AND EMS DISPATCH SERVICES

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

RECITALS

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

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

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

AGREEMENT

Now therefore, City and Symons agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated into this Agreement as an operative part hereof.
2. Term of Agreement. This Agreement shall commence on July 1, 2012 and shall continue to and including June 30, 2013.
3. City's Provision of Ambulance and EMS Dispatch Services. The City hereby agrees to continue to provide emergency Ambulance dispatching services to Symons for a period of twelve (12) months commencing July 1, 2012. These services will include acting as the primary PSAP 9-1-1 answering point for the service area currently covered by Symons in the area of, and surrounding, the City of Bishop, California for those persons or entities requesting response of Ambulance/ Emergency Medical Services. These services also include radio dispatching of EMS/Ambulance response to the requested location, Computer Aided Dispatch (CAD) tracking of calls for service, response times and locations, records of response history, time on scene and hospital arrival times in accordance with past practices associated

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

4. Symons Payment for Ambulance and EMS Dispatch Services.

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

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

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

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

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

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

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

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

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

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

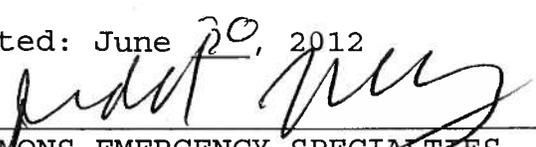
13. Additional Documents. The parties agree to execute such additional documents and to do such further things as are reasonably necessary to affect the purposes of this Agreement.

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

Dated: June __, 2012

CITY OF BISHOP BY:
DAVID STOTTLEMYRE, MAYOR

Dated: June 20, 2012



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

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR/Community Services Director KSC

SUBJECT: Request to go to Bid – City of Bishop Waste Disposal Services

DATE: July 9, 2012

Attachments: Bid Proposal

BACKGROUND/SUMMARY

The City of Bishop currently contracts for propane and gasoline services with local vendors. Bids are received, reviewed and awarded on a one-year basis with the potential for two additional one-year extensions if services are determined to be responsive.

To date the City utilizes both Bishop Waste Disposal and Preferred Septic for waste disposal services.

If approved, the City would contract with one firm for all City waste disposal services under a similar contract that is in place with propane and gasoline providers.

The effective date of services is scheduled for September 10, 2012.

RECOMMENDATION

Council consideration to take action to approve the Community Services Department request to advertise for bids for waste disposal services for City-maintained property.

BID PROPOSALS FOR WASTE DISPOSAL SERVICES

The City of Bishop will receive bid proposals until 9:00 a.m. on Friday, August 3, 2012, for waste disposal services per the attached schedule.

It is anticipated that this contract will become effective September 10, 2012. At the effective date, if there is a change in contractors, dumpsters belonging to the unsuccessful company will be retrieved on regular pickup days, closest to September 10, 2012, without any additional cost to the City of Bishop for those pickups.

The successful bidder shall provide a certificate of insurance certifying Workers' Compensation Insurance coverage for all persons employed or may be employed in carrying out work under this contract and also provide a certificate of insurance for General Liability and Automobile Liability with a minimum \$1,000,000 aggregate limit. The certificates shall include as additional insured: The City of Bishop, all consultants, Council Members, officers, agents, and employees. The insurance shall be primary and shall not be reduced or prorated by the existence of other insurance.

A City of Bishop business license must be current and in good standing.

The continuous service for waste disposal to the City facilities is important to the safety, health, and welfare of the citizens of Bishop. Therefore, if the contractor is responsible for an interruption in this continuous service at the City's facilities, the contractor shall be responsible for the cost of any damage which may result from the service interruption.

Waste Water Treatment Plant – Waste collection at the sewer plant is unique in terms of the waste collected and the equipment required. The existing waste container is a custom receptacle approximately 1.5 yards in volume (62 inches long, 32 inches wide and 32 inches deep). This receptacle is located beneath a mechanical bar screen which is very susceptible to damage. The current receptacle requires service with a "fork truck".

The permittee accepts all responsibility for damage or injury that results from activity under this agreement. In addition, since the receptacle contains materials screened from raw waste water, it must be delivered separately to the Inyo County Landfill. The service bill should be comparable to this existing service.

City staff can show the site to interested bidders by appointment. You may call Public Works at (760) 873-8458. A photo of the receptacle and mechanical screen is attached.

The City of Bishop reserves the right to waive formalities and to reject any and all bids. Bids shall be marked "WASTE DISPOSAL SERVICES BID" and shall be SEALED.

The City's local vendor preference ordinance is applicable for this contract.

The period of time covered by this bid proposal shall be one year from the date of contract award. This contract may be extended by mutual agreement in one year increments up to two times.

Keith Caldwell, City Administrator/Community
Services Director
City of Bishop

CITY OF BISHOP
 PROPOSAL FOR WASTE DISPOSAL SERVICES
 2012

For waste disposal services to existing City of Bishop facilities at the following locations:

LOCATION	NUMBER OF DUMPSTERS	SIZE	NUMBER OF PICK-UPS	RATE	OTHER FEES	TOTAL
Bishop City Park	4	3-Yard	2 times weekly			
City Hall / Corner of Church and Fowler	1	3-Yard	2 time weekly			
Fire Department / Church Street	1	3-Yard	1 time weekly			
Public Works Shop / Warren St.	1	3-Yard	1 time weekly			
Waste Water Treatment Plant / Poleta Rd.	1	3-Yard	1 time weekly			
Fire Training Facility / Poleta Rd.	1	2-Yard	1 time weekly			
Sunrise Mobile Home Park / MacIver	1	3-Yard	3 times weekly			
Rose Street / Memorial Day Weekend	1	3-Yard	4 times			
TOTAL OF PROPOSAL						

BIDDER:

Signature _____ Date _____

Print Name _____

Business _____ Phone _____

Address _____

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR KSC

SUBJECT: RESOLUTION NO. 12-17 - COUNTY OF INYO USED OIL PAYMENT PROGRAM 3

DATE: JULY 9, 2012

Attachments: Correspondence from County of Inyo received June 28, 2012
Resolution No. 12-17

BACKGROUND/SUMMARY

The County of Inyo is submitting an application for the Used Oil Payment Program 3. In the past, the City of Bishop has authorized Inyo County to apply for funding on our behalf and administer the used oil recycling program.

Resolution No. 12-17 and the letter of authorization will authorize Inyo County to apply for the 2012-2013 funds on behalf of the City of Bishop.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 12-17 and submit the letter of authorization in order to allow Inyo County to continue with the City and County portions of the used oil recycling program.

RESOLUTION NO. 12-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, AUTHORIZING THE COUNTY OF INYO TO SUBMIT ON THE CITY'S BEHALF AN APPLICATION FOR THE 2012/2013 USED OIL PAYMENT PROGRAM 3

WHEREAS, pursuant to Public Resources Code Section 48690 the Department of Resources Recycling and Recovery (CalRecycle), formerly known as the California Integrated Waste Management Board, has established the Used Oil Payment Program (OPP) to make payments to qualifying jurisdictions for implementation of their used oil programs; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the Used Oil Payment Program; and

WHEREAS, the Used Oil Payment Program allows regional participation; and

WHEREAS, CalRecycle's procedures for administering the Used Oil Payment Program require, among other things, a regional application's governing body to declare by resolution certain authorizations related to the administration of the Used Oil Payment Program.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Bishop authorizes the County of Inyo to submit a Used Oil Payment Program regional application on its behalf; and

BE IT FURTHER RESOLVED that the Deputy County Administrator, or his/her designee, is hereby authorized and empowered to execute in the name of the City of Bishop all documents, including but not limited to, applications, agreements, annual reports including expenditure reports and amendments necessary to secure said payments to support our Used Oil Collection Program; and

BE IT FURTHER RESOLVED that this authorization is effective until rescinded by the City Council of the City of Bishop.

PASSED, APPROVED AND ADOPTED this 9th day of July 2012.

DAVID STOTTLEMYRE, MAYOR

ATTEST: Keith Caldwell, City Clerk

By: _____
Denise Gillespie, Assistant City Clerk

Integrated Waste Management
Parks and Recreation



TEL. (760) 873-5577
FAX. (760) 873-5599
E-MAIL: zpopovic@inyocounty.us

COUNTY OF INYO

Administrative Services
163 May Street
Bishop, California 93514

RECEIVED

JUN 28 2012

CITY OF BISHOP

June 21, 2012

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

Re: Authorization Letter and Resolution for Used Oil Payment Program 3

The County of Inyo is submitting an application for the Used Oil Payment Program 3 for the period of 2012/2013 on behalf of the County of Inyo/City of Bishop. Cal Recycle requires a Resolution and Letter of Authorization from the City of Bishop for inclusion within the Grant Application. Enclosed is a copy of the resolution and letter of authorization that the City of Bishop submitted for last year's application. We will need to receive these documents to submit this application on your behalf by July 31, 2012. If you will not be able to provide these documents by this date, please let me know as soon as possible so that we may ask for an extension from Cal Recycle prior to the deadline date.

Please feel free to contact me if you have any questions at 873-5577.

Sincerely,

Zarka Popovic
Senior Deputy County Administrator



CITY OF BISHOP

377 West Line Street - Bishop, California 93514

P. O. Box 1236 - Bishop, California 93515

City Hall (760) 873-5863 - Fax (760) 873-4873

June 28, 2011

California Department of Resources Recycling and Recovery
Used Oil Payment Program
1001 I Street, MS 9A
Sacramento, CA 95814

Re: Authorization Letter for Used Oil Payment Program 2

Dear Board Members:

The City of Bishop authorizes the County of Inyo to submit a regional application for the Used Oil Payment Program 2 for the period of 2011-2012 on behalf of the City of Bishop. Inyo County is authorized and empowered to execute all necessary applications, contracts, payment requests, agreements and amendments hereto for the purposes of securing grant funds and to implement and carry out the purpose specified in the grant.

Sincerely,

James M. Southworth
City Administrator

cc: Chuck Hamilton
Inyo County Deputy Administrator



CITY OF BISHOP

377 West Line Street - Bishop, California 93514

P. O. Box 1236 - Bishop, California 93515

City Hall (760) 873-5863 - Fax (760) 873-4873

June 28, 2011

Ms. Donnell R. Duclo, Staff Services Analyst
Department of Resources Recycling and Recovery
Materials Management and Local Assistance Program
Grant & Loan Resources, MS #9A
P.O. Box 4025
Sacramento, CA 95812-4025

Re: Letter of Authorization

I am the City Administrator of the City of Bishop. I am authorized to contractually bind the City of Bishop. Pursuant to this authority, I hereby authorize Inyo County Waste Management to submit a regional Used Oil Payment Program application and act as Lead Agency on behalf of the City of Bishop. Inyo County Waste Management is hereby authorized to execute all documents necessary to implement and secure payment under the OPP.

Sincerely,

James M. Southworth
City Administrator

cc: Chuck Hamilton
Inyo County Deputy Administrator