



CITY COUNCIL REGULAR MEETING

Monday, February 05, 2024 at 5:00 PM

94 N. Washington Street, Sonora, CA 95370

(209) 532-4541

AGENDA

NOTICE IS HEREBY GIVEN that the Sonora City Council will have their regular meeting on Tuesday, February 5, 2024, at 5:00 PM in the City of Sonora Council Chambers located at 94 N. Washington Street Sonora, CA 95370.

This meeting is physically open to the Public and citizens who wish to provide public comment during the meeting will be invited to do so by the Mayor.

Written comments can be submitted to be included as part of the administrative record; they will not be read during the meeting. All comments must be received by 3:00 pm on the day of the noticed meeting and can be submitted to the City Clerk at 94 N. Washington Street Sonora, CA 95370, or via email to tskelly@sonoraca.com.

Public Access Audio and Video Live Streaming

The Public will not have access to give public comments via public access audio and video live streaming; they are available for audio and visual only; and can be accessed via our website at www.sonoraca.com.

Remote viewing of the meeting via live streaming is provided to members of the public as a courtesy. If the livestreaming connection malfunctions for any reason and no Council Members are attending via teleconference, the City Council will continue the public meeting in Chambers without remote access.

CLOSED SESSION - 3:00 PM

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS

ADJOURN INTO CLOSED SESSION

1. Conference with Real Property Negotiators (Gov. Code, § 54956.8) Property Location: APN 056-570-059, located near the intersection of Sanguinetti and Old Wards Ferry roads; Property Owner: City of Sonora; Agency Negotiator: Melissa Eads, City Administrator; Buyer Negotiator: California Gold Development Corporation.
2. Conference with Labor Negotiators (Gov. Code Section § 54957.6): Agency designated representatives: Melissa Eads, City Administrator; Chris Gorsky, Administrative Services Director; Employee Organization: Sonora Management Association (SMEA), Sonora Confidential

Association (SCEA); Sonora Police Officers' Association (SPOA); Sonora Fire Fighters Association (SFFA); Sonora Employees Association (SEA).

3. Conference with Legal Counsel – Anticipated Litigation - Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section § 54956.9: One (1) Potential Case; Doug White, City Attorney, Melissa Eads, City Administrator.
4. Public Employment (Gov. Code Section § 54957): Title: Community Development Director.
5. Conference with Legal Counsel – Anticipated Litigation - Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section § 54956.9: One (1) Potential Case; Doug White, City Attorney, Melissa Eads, City Administrator.
6. Conference with Legal Counsel – Anticipated Litigation - Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section § 54956.9: One (1) Potential Case; Doug White, City Attorney, Melissa Eads, City Administrator.
7. Threat to Public Services or Facilities (Gov. Code Section § 54957); Consultation with Christopher Gorsky; Administrative Services Director; Melissa Eads, City Administrator.

RECONVENE INTO OPEN SESSION

OPEN SESSION - 5:00 PM

REPORT OUT OF CLOSED SESSION

PLEDGE OF ALLEGIANCE

ROLL CALL

CITY CLERK'S REPORT ON AGENDA POSTING

APPROVAL OF THE AGENDA

PUBLIC COMMENT (NON-AGENDA ITEMS)

The public may address the Council on any item of public interest not otherwise on the agenda that is within the jurisdiction of the City. No action may be taken. Matters to be addressed may be referred to City Staff or placed on a subsequent meeting Agenda. Speakers are limited to a three (3) minute presentation.

PRESENTATIONS

8. Receive an update from Tuolumne County District 1 Supervisor David Goldemberg.
9. Receive a presentation regarding the Community Assistance, Recovery, and Empowerment (CARE) Act and CARE Court; Annie Hockett, Tuolumne County Health and Human Services Agency Director.

CONSENT CALENDAR

Items on the Consent Calendar are considered routine and will be voted on in one motion unless a Council member or member of the public has a question or wishes to discuss an item. In that case, the item will be removed from the Consent Calendar and considered separately.

10. Consider approval of disbursements in the amount of \$205,081.20 for payroll, including employee salaries, employer and employee taxes, retirement contributions, miscellaneous voluntary employee deductions, holiday pay, and other adjustments, including retro-pay; Tracy Skelly, Administrative Services Officer.
11. Consider approval of an additional Full Time Equivalent (FTE) Sergeant Position to the Sonora Police Department, increasing approved FTE's by one (1) position; Christopher Gorsky, Administrative Services Director.
12. Consider acceptance of a grant from Pacific, Gas and Electric and approve the FY23/24 Budget adjustment in the amount of \$3,000; Christopher Gorsky, Administrative Services Director.

NEW BUSINESS

13. Consider adoption of Resolution Number 02-05-2024-A, authorizing the closure of State Route 49 (Washington Street & Stockton Road), along with certain other City Streets for the 2024 Mother Lode Round-Up Parade and Rodeo, and authorizing a community contribution to the Sheriff's Posse for the filing fee of the encroachment permit in an amount not to exceed \$1,800; Turu VanderWiel, Police Chief.
14. Consider adoption of Resolution Number 02-05-2024-B, authorizing the possession of opened alcoholic beverage containers and the public consumption of alcoholic beverages within the cordoned areas of the special event, which is identified by the street closures of State Route 49 (Washington Street) and other identified connecting City Streets for the 2024 Mother Lode Round-Up Parade; Turu VanderWiel, Police Chief.
15. Consider approval of Amendment #2 to the UNICO Construction Engineering Contract, in the amount of \$111,544.21, and authorize the City Administrator to execute all related project documents; Tyler Summersett, Community Development Director.
16. Consider approval of a contract award between the City of Sonora and Vanir in an amount not to exceed \$50,000 for Phase 1 of the City of Sonora Police Department facility needs assessment and design-build management services for the construction of a Police facility; Melissa Eads, City Administrator.
17. Consider approval of a contract award between the City of Sonora and EPIC Recruiting in an amount not to exceed \$200,000 for Phase 1 of the City of Sonora Police Department with an on-demand option for online recruiting; Melissa Eads, City Administrator.

COUNCIL MEMBER REPORTS

ADJOURNMENT

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Administrator at City Hall (209) 532-4541, meads@sonoraca.com. 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).

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Administrator's Office at 94 N. Washington Street, Sonora, CA 95370 during normal business hours (8:00 am - 4:00 pm, Monday through Friday, excluding holidays). The agenda and supporting public documents are also available on our City website www.sonoraca.com listed under the agenda/minutes link on the Government page.



CITY COUNCIL AGENDA REPORT

MEETING DATE: February 5, 2024

TO: Honorable Mayor and Members of the City Council

FROM: Melissa Eads, City Administrator

SUBJECT: Supervisor David Goldemberg County Update

RECOMMENDATION

Receive an update from Tuolumne County District 1 Supervisor David Goldemberg.

DISCUSSION

District 1 Supervisor Goldemberg will present an update on County-wide issues to the City Council at the first meeting of each month.

FISCAL IMPACT

No fiscal impact to the General Fund.



CITY COUNCIL AGENDA REPORT

MEETING DATE: February 5, 2024

TO: Honorable Mayor and Members of the City Council

FROM: Annie Hockett, Tuolumne County Health & Human Services Agency Director

SUBJECT: Community Assistance, Recovery, and Empowerment (CARE) Act and CARE Court Presentation

RECOMMENDATION

Receive a presentation regarding the Community Assistance, Recovery, and Empowerment (CARE) Act and CARE Court from Annie Hockett, Tuolumne County Health and Human Services Agency Director.

FISCAL IMPACT

No fiscal impact to the General Fund.

Purpose of CARE Court

CARE Court aims to deliver behavioral health services to the most severely ill and vulnerable individuals, while preserving self-determination and community living. CARE Court is an upstream diversion to prevent more restrictive conservatorship for incarceration; this is based on evidence which demonstrates that many people can stabilize, begin healing, and exit homelessness in less restrictive, community-based care settings.

CARE Act Assistance from Superior Court

Location:

Self-Help Center, First Floor
12855 Justice Center Drive
Sonora, CA 95370

CARE Act Assistance

Walk-In Hours:

Monday through Friday

California Courts Self-Help Center:

www.courts.ca.gov

www.courts.ca.gov/forms



**Tuolumne County
Behavioral Health Department
105 Hospital Road
Sonora, CA 95370**

Our 24-hour Crisis Line and
Support Services are available 24
hours a day, 7 days a week:

(209) 533-7000

or

(800) 630-1130

Or 988

Regarding services, please call our
business line at:

(209) 533-6245

Mon. – Fri. 8:00 am – 5:00 pm

Fax: (209) 533-7007

TUOLUMNE COUNTY BEHAVIORAL HEALTH DEPARTMENT

CARE Court

(Community Assistance,
Recovery and Empowerment)

105 Hospital Road
Sonora, CA 95370
(209) 533-6245

What is CARE Court?

The CARE Act authorizes specified adult persons to petition a civil court to create a voluntary CARE Agreement or court-ordered CARE Plan that may include:

- Behavioral Health
- Medication Management
- Housing Resources
- Social Services and Supports

The CARE Act goal is to provide mental health services to the most severely impaired Californians who often languish without the treatment they need. CARE Act is **NOT** for everyone experiencing homelessness or mental illness; CARE Act focuses on the people with Schizophrenia Spectrum or psychotic disorders with specific criteria.

Who can file a Petition?

- Person whom the Respondent resides;
- Spouse, parent, sibling, adult child, grandparents, or immediate family;
- First responder: Peace officer, firefighter, mobile crisis response, homeless outreach worker;
- Director of Hospital, or designee, where Respondent is hospitalized;
- Licensed Behavioral Health Professional or designee treating Respondent for mental health services;
- Director of Public/Charitable Organization providing behavioral health services;
- Director of Adult Protective Services or designee;
- A judge or tribal court located in California;
- The director of a California Indian health services program or a California tribal behavioral health department, or their designee.

Who is Eligible?

- 18 years and older;
- Schizophrenia Spectrum disorder or other psychotic disorders;
- The person has symptoms that are severe in degree and persistent in duration, which interferes substantially with activities of daily living, and which may result in an inability to maintain stable adjustment and independent functioning without treatment, support, and rehabilitation for a long or indefinite period of time;
- The person is not stabilized with ongoing voluntary outpatient treatment;
- Either the person is unlikely to survive safely/independently in the community (such as maintaining personal safety, hygiene, diet, health and/or necessary relationships without supervision) and the condition is deteriorating OR services and support are needed to prevent relapse or deterioration;

Eligibility Cont'd

Item 9.

- Participation in CARE Act is the least restrictive alternative; AND
- The person will likely benefit from participating in a CARE Plan or CARE Agreement.

Is CARE Court a Conservatorship?

No, it seeks to prevent need for conservatorship by intervening prior to the need for such restrictive services and providing shorter-term court ordered, community-based care with Supportive Decision Making.

Are there alternatives to CARE Court?

- Yes, outpatient services that anyone could receive through CARE Court, are already available at Tuolumne County Behavioral Health.

*Call for a screening now at:
(209) 533-6245*



CITY COUNCIL AGENDA REPORT

MEETING DATE: February 5, 2023

TO: Honorable Mayor and Members of the City Council

FROM: Tracy Skelly, Administrative Services Officer

SUBJECT: Disbursements in the amount of \$205,081.20 for payroll

RECOMMENDATION

Consider approval of disbursements in the amount of \$205,081.20 for payroll, including employee salaries, employer and employee taxes, retirement contributions, miscellaneous voluntary employee deductions, holiday pay, and other adjustments, including retro-pay.

DISCUSSION

This payroll was the second (2nd) payroll of the month, which was an expected amount.

This is the 15th payroll of 26 for FY23-24, we would have expected to expend 57.69% of the budgeted amount. In total, we have expended 51.01% of the Salaries and Wages for the FY 23-24 budget.

FISCAL IMPACT

Disbursements are part of the approved FY23-24 Budget.



CITY COUNCIL AGENDA REPORT

MEETING DATE: February 05, 2024

TO: City Council Members

FROM: Chris Gorsky, Administrative Services Director

SUBJECT: Approve an additional Full Time Equivalent (FTE) Sergeant Position to the Sonora Police Department, increasing approved FTE's by one position.

RECOMMENDATION

Approve an additional Full Time Equivalent (FTE) Sergeant Position to the Sonora Police Department, increasing approved FTE's by one (1) position.

DISCUSSION

The City is at emergency staffing levels at the Police Department. Deficiency with recruitment combined with the length of time to recruit and onboard necessitates the need to create a third Sergeant position.

FISCAL IMPACT

During the Fiscal Year, there have been several open positions within the Police Department. This has created budget savings in the Salaries and Benefit line items. For Fiscal Year 2023/24, there is no additional budget required for the additional FTE.



CITY COUNCIL AGENDA REPORT

MEETING DATE: February 05, 2024

TO: City Council Members

FROM: Chris Gorsky, Administrative Services Director

SUBJECT: Acceptance of grant funding in the amount of \$3,000 from Pacific Gas and Electric (PG&E) and increase appropriations in the Public Works Department for FY23/24.

RECOMMENDATION

It is recommended that the City Council accept the grant from Pacific, Gas and Electric and approve the FY23/24 Budget adjustment in the amount of \$3,000.

DISCUSSION

Pacific, Gas and Electric, through its "Better Together Giving Program" has donated \$3,000 to the City of Sonora to support the holiday parades. The City has a need for additional materials for the parades and events and will use these grant funds to purchase additional barricades and signage, as needed.

FISCAL IMPACT

There is no additional cost to the City General Fund. If approved the City will recognize unanticipated revenues of \$3,000 and increase the budget amount in the Public Works Department by \$3,000 for parade barricades and signage.

ATTACHMENTS

Budget Transfer



CITY COUNCIL AGENDA REPORT

MEETING DATE: February 5, 2024

TO: City Council Members

FROM: Turu VanderWiel, Chief of Police

SUBJECT: 2024 Mother Lode Round-Up Parade/Rodeo

RECOMMENDATION

Adopt Resolution Number 02-05-2024-A, authorizing the closure of State Route 49 (Washington Street & Stockton Road), along with certain other City Streets for the 2024 Mother Lode Round-Up Parade and Rodeo, and authorizing a community contribution to the Sheriff's Posse for the filing fee of the encroachment permit in an amount not to exceed \$1,800.

DISCUSSION

Each year the City of Sonora hosts the Tuolumne County Sheriff's Posse's Mother Lode Round-Up Parade on the Saturday proceeding Mother's Day. The parade will be held this year on Saturday, May 11, 2024. It is scheduled to begin at 10:00 A.M. and conclude at approximately 1:00 P.M. The Rodeo will be held on Saturday, May 11, and Sunday, May 12, 2024.

Once again, parking will not be allowed on the side streets between Washington and Green Street and Washington and Stewart Street. This gives participants a secure area to view the parade, plus allows a safer, more controlled area for pedestrians to travel in, following the parade's conclusion. In addition, traffic will be held for approximately fifteen minutes following the parade, allowing spectators sufficient time to clear the streets.

Due to the size and duration of the parade, a resolution is required from the City Council authorizing the temporary closure of State Route 49 (Washington Street) and specific City streets, as well as the temporary elimination of parking on State Route 49 (Washington Street and Stockton Road), along with specified City streets for the event.

As the Council is aware, this year the City does not have the law enforcement resources to support the event's security and traffic control. The City has asked the Sheriff's Posse to organize sworn officers for enforcement as well as submit and assume the responsibility for the Caltrans encroachment permit. At this time, the City has capacity to provide three (3) Officers, and the public works crews for road closures, street maintenance, and barricades and signs. The City engineer will also provide last year's traffic plan to the Posse.

It is important to note the event will be subject to cancellation at any time if the minimum staffing requirements are not met.

FISCAL IMPACT

The majority of costs incurred are directly related to staffing needs. The City's salaries and overtime costs are expected to be approximately \$6,750, with additional expenses, such as fuel and materials,

estimated at \$480. The cost of the encroachment permit is \$1,800. A budget adjustment will be needed to include the community contribution in the FY 23/24 Budget. Upon approval, the adjustment will be forthcoming.

ATTACHMENTS:

2024 Mother Lode Round-Up Resolution No. 02-05-2024-A

RESOLUTION NO. 02-05-2024-A

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONORA, CALIFORNIA, APPROVING THE TEMPORARY PARKING RESTRICTIONS ON, AND THE CLOSURE OF, STATE ROUTE 49 (WASHINGTON STREET & STOCKTON ROAD) IN CONJUNCTION WITH CERTAIN CITY STREETS TO ACCOMMODATE THE MOTHER LODE ROUND-UP PARADE, SATURDAY, MAY 11, 2024, AND OTHER PARKING RESTRICTIONS TO ACCOMMODATE THE RODEO TO BE HELD ON SATURDAY MAY 11, 2024, AND SUNDAY MAY 12, 2024.

WHEREAS, each year the City of Sonora hosts the Tuolumne County Sheriff's Posse Mother Lode Roundup; and

WHEREAS, The Sonora Police Department is responsible for the safety and security of event participants and spectators; and

WHEREAS, parking restrictions and street closures are necessary for such an event.

NOW THEREFORE LET IT BE IT RESOLVED, that the City Council of Sonora does hereby direct that the following streets be closed on Saturday, May 11, 2024, commencing at 9:30 am and shall remain closed until 1:00 pm unless opened earlier upon the authority of the Sonora Police Department.

1. State Route 49 (Washington Street) from Snell and Elkin Streets to State Route 49 (Stockton Road).
2. South Washington Street from State Route 49 (Stockton Road) to State Route 108.
3. State Route 49 (Stockton Road) from S. Green Street to S. Washington Street.

BE IT FURTHER RESOLVED, that the following streets will be closed and no parking will be allowed on Saturday, May 11, 2024, commencing at 8:00 am and shall remain closed until 1:00 pm, unless opened earlier upon the authority of the Sonora Police Department:

1. Snell Street from State Route 49 (Washington Street) to Bonanza Way.
4. School Street from State Route 49 (Washington Street) to Snell Street.
5. Wyckoff Street between Snell Street and Washington Street.
6. The following streets between State Route 49 (Washington Street) and Stewart Street;
 - A) Elkin Street
 - B) East Dodge Street
 - C) East Jackson Street
 - D) East Bradford Ave.
 - E) East Linoberg Street
 - F) Theall Street
 - G) East Church Street
 - H) Gold Street
 - I) William Street
 - J) East Lytton Street
7. The following streets between State Route 49 (Washington Street) and Green Street;
 - A) West Dodge Street
 - B) Yaney Ave.

- C) West Jackson Street
- D) West Bradford Street
- E) West Linoberg Street
- 8. West Church Street between S. Washington Street and Green Street
- 9. June Street at S. Washington Street
- 10. Toby Street between S. Washington Street and McGowan Street
- 11. West Lytton and Bulwer Streets between Washington Street and Olive Street

BE IT FURTHER RESOLVED, that the following streets will be closed and no parking will be allowed on Saturday, May 11, 2024, commencing at 7:30 am and shall remain closed until 1:00 pm, unless opened earlier upon the authority of the Sonora Police Department:

- 1. South Washington Street at SR 108
- 2. Restano Way

BE IT FURTHER RESOLVED, that “NO PARKING” zones will be established on the following streets on Saturday, May 11, 2024, commencing at 5:00 am and shall remain “NO PARKING” zones until 1:00 pm, unless opened earlier upon the authority of the Sonora Police Department:

- 1. East and West sides of State Route 49 (Washington Street) from Elkin Street to Toby Street.
- 2. North and South sides of State Route 49 (Stockton Road), between S. Washington Street and 70 Stockton Road.
- 3. Stewart Street between Elkin Street and East Dodge Street.
- 4. North side of Lyons Street between Stewart Street and Shepherd Street.
- 5. South side of Lyons Street between Shepherd Street and Barretta Street.
- 6. Snell Street from State Route 49 (Washington Street) to Bonanza Road.
- 7. School Street from State Route 49 (Washington Street) to Snell Street.
- 8. Wyckoff Street between Snell Street and State Route 49 (Washington Street.)
- 9. The following streets between State Route 49 (Washington Street) and Stewart Street;
 - A) Elkin Street
 - B) East Dodge Street
 - C) East Jackson Street
 - D) East Bradford Street
 - E) Theall Street
 - F) East Church Street
 - G) Gold Street
 - H) William Street
 - I) East Lytton Street
- 10. The following streets between State Route 49 (Washington Street) and Green Street;
 - A) West Dodge Street
 - B) Yaney Ave.
 - C) West Jackson Street
 - D) West Bradford Street
 - E) Linoberg Street

11. West Church Street between S. Washington Street and June Street.
12. June Street between S. Washington Street and West Church Street.
13. Toby Street between S. Washington Street and McGowan Street.
14. West Lytton and Bulwer Streets between Washington Street and Olive Street.
15. Parking will be allowed for the “Official” Parade announcing trailers and designated support vehicles for those trailers which have been identified to the Police Department by the Posse.
16. The following parking lots:
 - A) The Sonora Fire Museum lot, located at 125 N. Washington Street.
 - B) The Sonora City Terzich Parking Structure, 1st level, located at 96 N. Washington Street.

BE IT FURTHER RESOLVED that “NO PARKING” zones will be established on the following streets commencing on Saturday, May 11, 2024, at 5:00 am, until Sunday, May 12, 2024, at 5:00 pm:

1. The south/east corner of the intersection of State Route 49 (Stockton Road) and Southgate Drive, in the area of the locomotive.
2. The east side of Solinsky Street between State Route 49 (Stockton Road) and West Jackson Street.
3. Fairview Lane between State Route 49 (Stockton Road) and the driveway into the Tuolumne County Superintendent of Schools Office.
4. Forest Road between State Route 49 (Stockton Road) and the driveway into Sonora Regional Prompt Care.
5. The south/east corner of the intersection of State Route 49 (Stockton Road) and Southgate Drive, in the area of the locomotive.
6. The east side of Solinsky Street between State Route 49 (Stockton Road) and West Jackson Street.

BE IT FURTHER RESOLVED, that the following parking lots will be designated as “DISABLED PERSONS PARKING” commencing on Saturday, May 11, 2024, at 5:00 am until 1:00 pm, unless opened earlier upon the authority of the Sonora Police Department:

1. The Terzich parking structure located on State Route 49 (Washington Street), second-level, front row, accessed off S. Green Street.
2. The Fountain parking lot located at the south/east corner of the intersection of S. Washington Street and East Church Street.

BE IT FURTHER RESOLVED, that all vendors during the parade must possess a valid city permit for such activity.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Sonora that all of the above is hereby approved, subject to the Tuolumne County Sheriff’s Posse meeting all liability insurance requirements as specified by the City of Sonora, and having met all conditions as required by the California Department of Transportation.

PASSED AND ADOPTED as a Resolution of the City Council of the City of Sonora, California, at a regular meeting of said City Council held on February 5, 2024, by the following votes:

AYES _____

NOES: _____

ABSTAIN _____

ABSENT: _____

Signed and approved on: _____, 2024

Mark Plummer, Mayor of the City of Sonora

ATTEST: _____
Tracy Skelly, City Clerk, City of Sonora

RESOLUTION NO. 02-05-2024-A

From: [Melissa Eads](#)
To: [Tracy Skelly](#)
Subject: FW: Mother Lode Round Up Parade
Date: Thursday, February 1, 2024 3:36:43 PM

From: James Opie <jopie@mlode.com>
Sent: Thursday, February 1, 2024 3:33 PM
To: Melissa Eads <meads@sonoraca.org>
Cc: Tsummersett@sonoraca.com
Subject: Mother Lode Round Up Parade

City of Sonora Administrator;

I am requesting the city of Sonora, for permission to to conduct, The 65th Annual Mother Lode Round Up Parade, to be held May 11th, 2024, (Saturday) from 10:00 A.M. to 1:00 P.M from Restano Way to The RED CHURCH.

As in past years, we kindly request that the **"Open Containers/Alcohol Be allowed" during the parade.**

Thank you for your cooperation!

Regards,

Jim Opie (Mother Lode Round Up Parade-Chairman)
209-770-1418



CITY COUNCIL AGENDA REPORT

MEETING DATE: February 5, 2024

TO: City Council Members

FROM: Turu VanderWiel, Chief of Police

SUBJECT: Open Containers of Alcoholic Beverages During The 2024 Mother Lode Round-Up Parade

RECOMMENDATION

Adopt Resolution Number 02-05-2024-B, authorizing the possession of opened alcoholic beverage containers and the public consumption of alcoholic beverages within the cordoned areas of the special event, which is identified by the street closures of State Route 49 (Washington Street) and other identified connecting City Streets for the 2024 Mother Lode Round-Up Parade.

DISCUSSION

Each year the Tuolumne County Sheriff's Posse sponsors the Mother Lode Round-Up Parade on the Saturday proceeding Mother's Day. The parade will be held this year on Saturday, May 11, 2024. It is scheduled to begin at 10:00 A.M. and conclude at approximately 1:00 P.M.

Historically, open containers of alcoholic beverages and public consumption of alcohol have been permitted for the duration of the parade. After the parade, and prior to the re-opening of any streets and/or at the direction of the Police Department, all open containers are removed from public areas and private lands open to the public.

California Business and Profession Code section 25620 prohibits the possession of open containers in any city, county, or city and county-owned park or other city, county, or city and county-owned public place, or any recreation and park district, or any regional park or open-space if the city, county, or city and county has enacted an ordinance that prohibits the possession of those containers or the consumption of alcoholic beverages in those areas. Accordingly, Sonora Municipal Code section 9.08.010 deems it unlawful for any person to drink, consume, or possess an open container of an alcoholic beverage or intoxicating liquor or smoke marijuana upon any public street, public park, public parking lot, public sidewalk, and grounds of public buildings, and private building or lands that are open to the public.

The Tuolumne County Sheriff's Posse has asked that the area within the boundaries of the street closures, as identified in Sonora City Resolution Number 02-05-2024-A, be designated as an open container area and that within that area, public consumption of alcoholic beverages also is permitted for the duration of the Mother Lode Roundup Parade or as otherwise directed by the Sonora Police Department.

Recognizing that public safety is a priority, the Sonora Police Department is recommending that as a condition to allow open containers of alcoholic beverages for said event, these containers are limited to those constructed of materials other than glass.

FISCAL IMPACT:

There is no foreseen financial impact to the General Fund budget.

ATTACHMENTS:

Temporary Suspension of Open Container and Public Consumption of Alcoholic Beverage Regulations,
Resolution 02-05-2024-B.

RESOLUTION NO 02-05-2024-B

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONORA, CALIFORNIA, APPROVING THE TEMPORARY SUSPENSION OF OPEN CONTAINERS AND PUBLIC CONSUMPTION OF ALCOHOLIC BEVERAGE REGULATIONS TO ACCOMMODATE THE MOTHER LODGE ROUND-UP PARADE, SATURDAY, MAY 11, 2024.

WHEREAS, each year the City of Sonora hosts the Tuolumne County Sheriff's Posse Mother Lode Roundup; and

WHEREAS, The Sonora Police Department is responsible for the safety and security of event participants and spectators; and

WHEREAS, The Tuolumne County Sheriff's Posse requests the suspension of open container and public consumption of alcoholic beverages regulations during the parade; and

WHEREAS, the Chief of Police requests that, as a condition to allow open containers of alcoholic beverages for this event, these containers are limited to those constructed of materials other than glass.

NOW THEREFORE LET IT BE IT RESOLVED, that the City Council of Sonora does hereby direct that open containers of alcoholic beverages and the public consumption of alcoholic beverages be allowed only for the duration of the parade and within the boundaries of the following street closures on Saturday, May 11, 2024, commencing at 10:00 am and concluding at or around 1:00 pm, unless otherwise directed earlier upon the authority of the Sonora Police Department:

1. State Route 49 (Washington Street) from Snell and Elkin Streets to State Route 49 (Stockton Road).
2. South Washington Street from State Route 49 (Stockton Road) to Hospital Road.
3. The following streets along State Route 49 /Washington Street;
 - A) East and West Dodge Street
 - B) East and West Jackson Street
 - C) East Bradford Ave
 - D) East and West Linoberg Street
 - E) Theall Street
 - F) East and West Church Street
 - G) Gold Street
 - H) William Street
 - I) East Lytton Street
 - J) Restano Way

BE IT FURTHER RESOLVED, that this resolution only applies to the consumption of alcoholic beverages and that public smoking of cannabis remains prohibited as described in Sonora Municipal Code Section 9.08.010.

BE IT FURTHER RESOLVED, that the possession of opened containers of alcoholic beverages as authorized by this chapter is limited to those containers not constructed of glass.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Sonora that all of the above is hereby approved, subject to the Tuolumne County Sheriff's Posse meeting all liability insurance requirements as specified by the City of Sonora, and having met all conditions to conduct the parade as required by the California Department of Transportation.

PASSED AND ADOPTED as a Resolution of the City Council of the City of Sonora, California, at a regular meeting of said City Council held on February 5, 2024, by the following votes:

AYES: _____

NOES: _____

ABSTAIN _____

ABSENT: _____

Signed and approved on: _____, 2024

Signed and dated:

Mark Plummer, Mayor of the City of Sonora

ATTEST:

Skelly, City Clerk, City of Sonora

RESOLUTION 02-05-2024-B



CITY COUNCIL AGENDA REPORT

MEETING DATE: February 5, 2024

TO: Honorable Mayor and Members of the City Council

FROM: Tyler Summersett, Community Development Director

SUBJECT: Amendment #2 for the Construction Engineering Contract for UNICO (Washington-Stockton Corridor Improvement Project)

RECOMMENDATION:

Consider approval of Amendment #2 to the UNICO Construction Engineering Contract, in the amount of \$111,544.21, and authorize the City Administrator to execute all related project documents.

BACKGROUND:

The City was required to utilize a federally procured licensed construction engineering firm to provide construction management engineering services for this project. The Construction Engineer and Inspector worked directly with City staff during the construction phase of the project. UNICO was responsible for direct project oversight, daily supervision/inspections, addressing issues in the field, coordinating material testing and sampling, project delivery schedules, reviewing change orders and submittals, and preparing required federal and state documents.

The City amended the contract with UNICO initially on May 23, 2023 (Amendment 1) to extend the project completion date to October 31, 2023.

DISCUSSION / ANALYSIS:

The reason for the amendment is due to the extended time it will take to bring this project to completion. The project was originally earmarked to be completed within 100 working days however, the construction contract addendum extended the contract working days to 130 days. Additionally, due to last winter's storms and several changes to the construction contract, the number of working days has now been extended to 160 working days, not including the time required to close out the project.

Staff anticipated the funding shortfall as a result of the additional time required to complete the project, for the reasons aforementioned. A letter was prepared and sent to Caltrans requesting the Construction Engineering deficit be paid out of the Construction budget, which carried with it a contingency of 10%, which is roughly \$250,000 which was not utilized during the project.

At the time of preparing this item, Caltrans has not yet indicated whether or not this request will be granted.

FISCAL IMPACT:

There is a possible General Fund shortfall of \$95,222. This is an estimate because the project has not been completely closed out. Additionally, as previously mentioned, City staff has made an additional funding request to Caltrans to cover the entire shortfall with Construction contingency. If granted, the City would be reimbursed and the fiscal impact would be \$0.

ATTACHMENTS:

UNICO's proposed Amendment #2 with a cover letter and associated tasks/costs
Letter to Caltrans requesting CE shortfall for Washington-Stockton Corridor Project

February 1, 2024

Tyler Summerset
Community Development Director
City of Sonora
94 N. Washington Street
Sonora, CA 95370

Re: Addendum #2 Stockton-Washington Corridor Downtown Transit and Accessibility

Dear Ms. Kellogg:

Thank you for the opportunity to provide an addendum for the above referenced project. The attached proposal outlines the specific work efforts required to meet the goals of your project as we understand them. Addendum #01 extended the working days from 100 working days to 130 working days without any additional compensation for the extra 30 working days. The construction work on the project was completed on November 22, 2023, for a total of 160 working days. We have been working on the close out phase of the project which includes execution of several change orders and preparation of the final project documents and reports for Caltrans and City approval. As of today, we are still waiting to receive a few documents from the contractor to issue the final progress pay and the balancing change order. The attached invoice in the total of \$111,544.21 includes the total charges through January 26, 2024. There are a few more hours since the January 26th billing and additional hours required for the final project close out which we will not ask for reimbursement. The attached invoice includes the final billing through final project close out and no additional compensation will be requested.

As the President of UNICO, I am authorized to bind the company into a contract with the City and can be reached at 530-903-9023 or cesar@unicoengineering.com with any questions. Construction Manager Hossein Naghibzadeh is also available to answer questions regarding this amendment at 916-605-6181 or hnaghibzadeh@unicoengineering.com

Sincerely,



Cesar Montes de Oca, PE
President

PROJECT UNDERSTANDING

Thank you for the opportunity to provide this amendment to the Stockton-Washington Corridor Downtown Transit and Accessibility Project.

The following proposal outlines the work effort required for an estimated completion of the second week in November.

A. CONSTRUCTION MANAGEMENT SERVICES 68,871.97

UNICO will perform project administration and project close out tasks through completion of the project.

Deliverables: **Red-line as-built drawing**
Complete electronic and hard copy project correspondence files
Close-out reconciling change order and supporting documents.
Final project acceptance documentation

B. FIELD INSPECTION \$36,114.24

UNICO will perform construction field inspections through the end of the project.

Deliverables: **Daily Inspection Reports**

C. MATERIAL TESTING \$6,558.00

GEOCON will perform any necessary material testing as needed for HMA Compliance Tests, project closeout and final reporting.

LUMP SUM NOT TO EXCEED FOR PROFESSIONAL SERVICES

A. CONSTRUCTION MANAGEMENT SERVICES	\$68,871.97
B. FIELD INSPECTIONS	\$36,114.24
C. MATERIAL TESTING	\$6,558.00
TOTAL.....	\$111,544.21

A cost breakdown of is attached.



UNICO ENGINEERING INC
 110 Blue Ravine Rd - Suite 101
 Folsom, CA 95630
 916-900-6623
 www.unicoengineering.com

INVOICE

BILL TO:

City of Sonora
 94 N Washington Street
 Sonora, Ca 95370

BILLING DATE: February 01, 2024
INVOICE NO.: 3669.001-11

Project: Washington Stockton Corridor
 Services through January 26, 2024

Time and Material Tasks

	Job Role	Hours	Rate	Amount
Task 1 - Construction Management Services				
Naghibzadeh, Hossein	Construction Manager	225.50	70.00	\$15,785.00
Perez, Erandy	Office Engineer	216.00	35.00	\$7,560.00
Perez, Erandy	Office Engineer	12.00	35.00	\$420.00
Posey, Anna	Engineering Technician	6.50	27.00	\$175.50
Total for Task 1 - Construction Management Services		460.00		\$23,940.50
Task 2 - Field Inspection				
Duff, Jim	Construction Inspector (PW)	201.50	65.00	\$13,097.50
Duff, Jim	Construction Inspector (PW/OT)	8.50	97.50	\$828.75
Total for Task 2 - Field Inspection		210.00		\$13,926.25
TOTAL DIRECT LABOR AMOUNT				\$37,866.75
OVERHEAD MULTIPLIER			135.75%	\$51,404.11
TOTAL DIRECT + OVERHEAD				\$89,270.86
FEE			10.00%	\$8,927.09
TOTAL AMOUNT DUE THIS INVOICE				\$98,197.95

Reimbursable

	Invoice	Unit Rate	Qty	Markup	Amount
Geocon Consultants, Inc.	223100007	150.00	1.00	1.00	\$150.00
Geocon Consultants, Inc.	223100007	7,005.35	1.00	1.00	\$7,005.35
Geocon Consultants, Inc.	223110016	1,461.43	1.00	1.00	\$1,461.43
Geocon Consultants, Inc.	223130010	534.48	1.00	1.00	\$534.48

Project 3669 001

Invoice No. 3669 001-11

Geocon Consultants, Inc.

223130010

4,195.00

1.00

1.00

\$4,195.00

Total Reimbursable**\$13,346.26****Total Professional Services Plus Other Charges****\$111,544.21****Less Retainage****(\$5,577.21)****Invoice Amount****\$105,967.00****CONTRACT RECAP**

Contract	\$379,208.53
Prior Invoices	\$378,678.84
This Period	\$111,544.21
Balance	(\$111,014.52)

Project Manager Approval

Prior Billing Information

Invoice No.	Labor	Reimbursable	Consultant	Other	Received	Balance
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City of Sonora

Community Development Department
 94 N. Washington Street
 Sonora, CA 95370
 (209) 532-3508
 (209) 532-3511 *fax*
www.sonoraca.com

January 17, 2024

Caltrans, D10
 Attn: Gurwinder Sekhon
 Chief, Office of Project Management
 1976 Dr. Martin Luther King Blvd.
 Stockton, CA 95205

**Subject: Washington-Stockton Corridor Improvement Project – Additional CE Fund Request
 Fed ID 5010(006)**

Dear Mr. Sekhon,

The City of Sonora is submitting this request for Construction Engineering (CE) funds to cover the additional construction engineering services required to facilitate the additional construction work required to complete the Washington-Stockton Transit project.

The additional construction work included:

- 1) Backfilling an existing tunnel at the Sonra Inn with Control Low Strength Material. This existence of this tunnel was unknown.
- 2) Installing additional drain lines at the south-east corner of Stockton Street and Washington Street to accommodate an existing road drainage issue
- 3) Per Caltrans's request, installing two new pedestrian buttons in the north-west and south-west corner of the Stockton Street and Washington Street intersection in lieu of installing them on the traffic signal poles.
- 4) Relocating the Electrical Service Pedestal from the location shown on the project plans to the sidewalk along Stockton Street and rerouting / relocating the existing electrical pull boxes and service.
- 5) Replacing the existing traffic loop on eastbound Stockton Street.
- 6) Installing a new irrigation system and future irrigation provisions throughout the limits of the project.
- 7) Installing additional storm drain pipeline to at the Sora Inn to accommodate existing drainage at the inn location.
- 8) Reconstructing the driveway to the Fire Back building on Stockton Street to accommodate conforms from the street improvements to existing conditions of the parking lot.
- 9) Reroute the existing 8" storm drain pipeline along Washington Street to accommodate the new signal pole, replace the associated existing storm drain catch basins, and relocate the existing electrical box.
- 10) Excavate through hard rock from Station 17+90 to 18+20 (differing site conditions), remove existing clay pipe and replace with 22 linear feet of HDPE, lower and existing 1" water pipeline to accommodate new flatwork, over excavate unsuitable material from Station 189+40 to 20+65 (differing site conditions), and

remove upper portion of the concrete electrical duct to accommodate the construction of a new curb and gutter at the Bank of America Building.

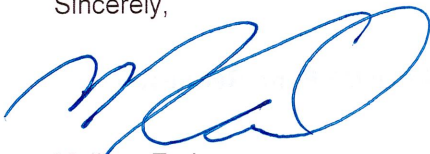
These listed additional construction work items extended the term of the project by 60 working days from a total of 100 working days to a total of 160 working days. Throughout the additional working days, full construction management services were provided. As a result, an additional \$125,00 in CE funds is needed and being requested for this project.

The breakdown of the additional CE services is as follows:

1) UNICO Charges:	\$101,550.42 (See attached)
2) City of Sonora Costs:	<u>\$23,450.00</u>
Total:	\$125,000.00

Upon your review of this request, please feel free to contact me should you have any questions or need additional information or documentation.

Sincerely,



Melissa Eads
City Administrator



CITY COUNCIL AGENDA REPORT

MEETING DATE: February 5, 2024

TO: Honorable Mayor and Members of the City Council

FROM: Melissa Eads, City Administrator

SUBJECT: Approve a Contract Award between the City of Sonora and Vanir in an Amount not to Exceed \$50,000 for Phase 1 of the City of Sonora Police Department Facility Needs Assessment and Design-Build Management Services for the construction of a Police Facility.

RECOMMENDATION:

Staff recommends approval of a contract award between the City of Sonora and Vanir in an amount not to exceed \$50,000 for Phase 1 of the City of Sonora Police Department facility needs assessment and design-build management services for the construction of a police facility.

PURPOSE:

The existing police facility is operationally insufficient in size and lacks the infrastructure for expansion or growth. The City has also struggled with recruitment and retention. Below pay, Officers rank facilities and equipment as attractors to other Departments. Furthermore, aside from the deficiencies of the current facility relative to operations and administration, the City has placed a priority focus on employee wellness. With that, consideration for facilities with spaces to decompress, work out, or get rest, are now the norm and critical for recruitment and stabilized staffing levels. Through this effort, the City seeks assistance in understanding financing opportunities and feasibility of various options, including renovating existing City-owned facilities, or assessing available properties/structures to meet current operational needs, and anticipated growth needs specific to providing modern and efficient law enforcement services.

BACKGROUND:

The entire Police Department administration/operations is currently housed at 100 South Green Street, in a workspace consisting of approximately 2,418 square feet. Overflow fleet parking, the firing range, ammunition storage, and overflow property/evidence are in various off-site locations throughout the City. The existing building was constructed in the 1950s as an automotive repair shop, and in 1994, the floor plan was remodeled to house the City Police Department. With the exception of recently upgraded backup generation, all existing infrastructure systems, such as HVAC and communication, are outdated and failing. Staff security is insufficient as offices and workspaces are exposed at ground level with minimal protection from potential threats. There is a single ingress/egress point for staff and the general public, and no secure parking is available for employees. The current facility does not have an interview room, briefing room, or training area; a two-position communications PSAP/911 center is compacted into a small room that also serves as a customer service counter for the lobby; there is no public meeting space, and no room for Emergency Operations Center functions. The facility consists of various offices, a small lobby, an exposed Live-scan/fingerprint area, a small locker room, and a patrol report writing room. Evidence and property storage have been relocated into the garage.

The Police Department staffing allocation consists of fourteen (14) sworn and twenty-five (25) total paid employees. The agency provides an array of services for the City of Sonora, which include administration, professional services, patrol staff, detectives, 911-PSAP/Dispatch, records, animal control, parking enforcement, property and evidence, training, homeless outreach, community engagement services, and a volunteer unit.

DISCUSSION / ANALYSIS:

On December 8, 2023, the City released a Request for Proposals (RFP) for all phases of the Facility Needs Assessment and Design Build Management Services. The current budget allocation approved by the Council is \$50,000. Task Orders and budget allocations will accompany subsequent phases. The RFP was sent to the City maintained list of consulting firms, and posted on the City website.

Two (2) Consultants proposed for the project in accordance with the RFP requirements, Vanir and COAR. Both firms are highly qualified and skilled. The Review Panel, comprised of Department and Administrative Staff, ranked Vanir as the most qualified firm.

The complete Scope of Services has been included in the draft contract. A summary of Phase 1 Services includes:

- A Preliminary Site and Needs Assessment
- Evaluation of Current Facilities
- Needs Assessment and Adjacencies
- Conceptual Design
- Site Feasibility Studies
- Budget Verification and Project Schedule.

Additional phases are included and will be dependent upon subsequent budget authority and available funding. Phase I is expected to be completed by July 1, 2024.

FISCAL IMPACT:

The Contract amount was budgeted and approved by the Council effective July 1, 2023. This action ratifies past Council direction and action with no additional impacts. Task Orders will be brought forward to fund additional phases.

COUNCIL ALTERNATIVES:

1. Approve the Contract as attached.
2. Do not approve a Contract at this time.
3. Provide further direction.



City of Sonora

94 N. Washington Street
Sonora, CA 95370
(209) 532-4541
sonoraca.com

RECITALS:

1. Vanir, hereinafter "Consultant", is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and
2. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
3. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT:

1. Scope of Services. The Consultant shall furnish the following services in a professional manner: ***"Consultant shall perform the services described on Exhibit A, which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time."***
2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the City.
3. Compensation. Compensation to be paid to Consultant shall be no more than **\$50,000 for Phase 1 of the Scope of Services**. Project to be funded in phases as funding becomes available. In no event shall Consultant's compensation for Phase 1 exceed \$50,000 without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City.
6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.
7. Ownership of Documents. All plans, studies, documents, and other writings prepared by and for Consultant, its officers, employees, agents, and subcontractors in the course of implementing this

Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City upon written request by City. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose.

8. Consultant's Books and Records.

- a. Consultant and sub-consultants shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant and sub-consultants shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours upon written request by the City Administrator, City Attorney, City Auditor, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at the Consultant's address indicated for receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

10. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or of any City official other than normal agreement monitoring; and
- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall, therefore, provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of Consultant to practice its profession.

14. Indemnity. Consultant shall indemnify and hold harmless City, its elected and appointed officials, officers, employees, and volunteers (collectively, "City") from losses, costs, liabilities, and expenses for any damage, injury, or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided under this Agreement to the extent that such Liability is caused by the negligence or willful misconduct of Consultant, its officers, employees, agents, contractors, subcontractors, consultants, or any person under its direction or control and shall make good to and reimburse City for any expenditures, including reasonable attorneys' fees, the City may incur by reason of such matters. Consultant's obligations under this Section shall exist regardless of concurrent negligence or willful misconduct on the part of the City or any other person; provided, however, that Consultant shall not be required to indemnify City for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the City. The City acknowledges that this indemnity does not require the Consultant to provide an up-front legal defense to the City. This indemnification clause shall survive the termination or expiration of this Agreement.

Consultant further agrees to provide, at Consultant's expense, reasonable assistance to the City in responding to third-party claims to the extent such claims implicate the quality of the Consultant's performance under this Agreement, which assistance shall include selection, management, and compensation of expert witnesses as necessary to substantiate or defend the quality of the Consultant's performance under this Agreement, as well as making Consultant's employees and project work product available as reasonably necessary to assist in the defense of such claims. This shall not preclude the City from recovering its reasonable attorneys' fees and defense costs in responding to third-party claims to the extent such claims are found to have been caused by the Consultant's negligence or willful misconduct.

15. Insurance Requirements.

- a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

- i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for City.
 - ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
 - iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
 - iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis or a combined single limit per occurrence basis.
- b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A: VII and shall be endorsed with the following specific language:
- i. The City, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.
 - ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
 - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees, or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.

vi. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first-class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Sonora
94 N Washington Street
Sonora CA 95370
Attention: Melissa Eads, City Administrator

If to Consultant: Vanir Construction Management
4540 Duckhorn Dr, Suite 300
Sacramento, CA 95834
Attention: Jerry Avalos

17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the Agency and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

18. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City special counsel.

19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
22. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
23. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS, and thereafter, the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.
24. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
25. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
26. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement or obtain any present or anticipated material benefit arising therefrom.
27. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SONORA:

Vanir Construction Management

By: _____
Melissa Eads,
City Administrator

By: _____
Jerry Avalos

ATTEST:

Tracy Skelly
City Clerk

APPROVED AS TO FORM:

Douglas White, City Attorney

EXHIBIT A

PROJECT UNDERSTANDING & SCOPE OF WORK

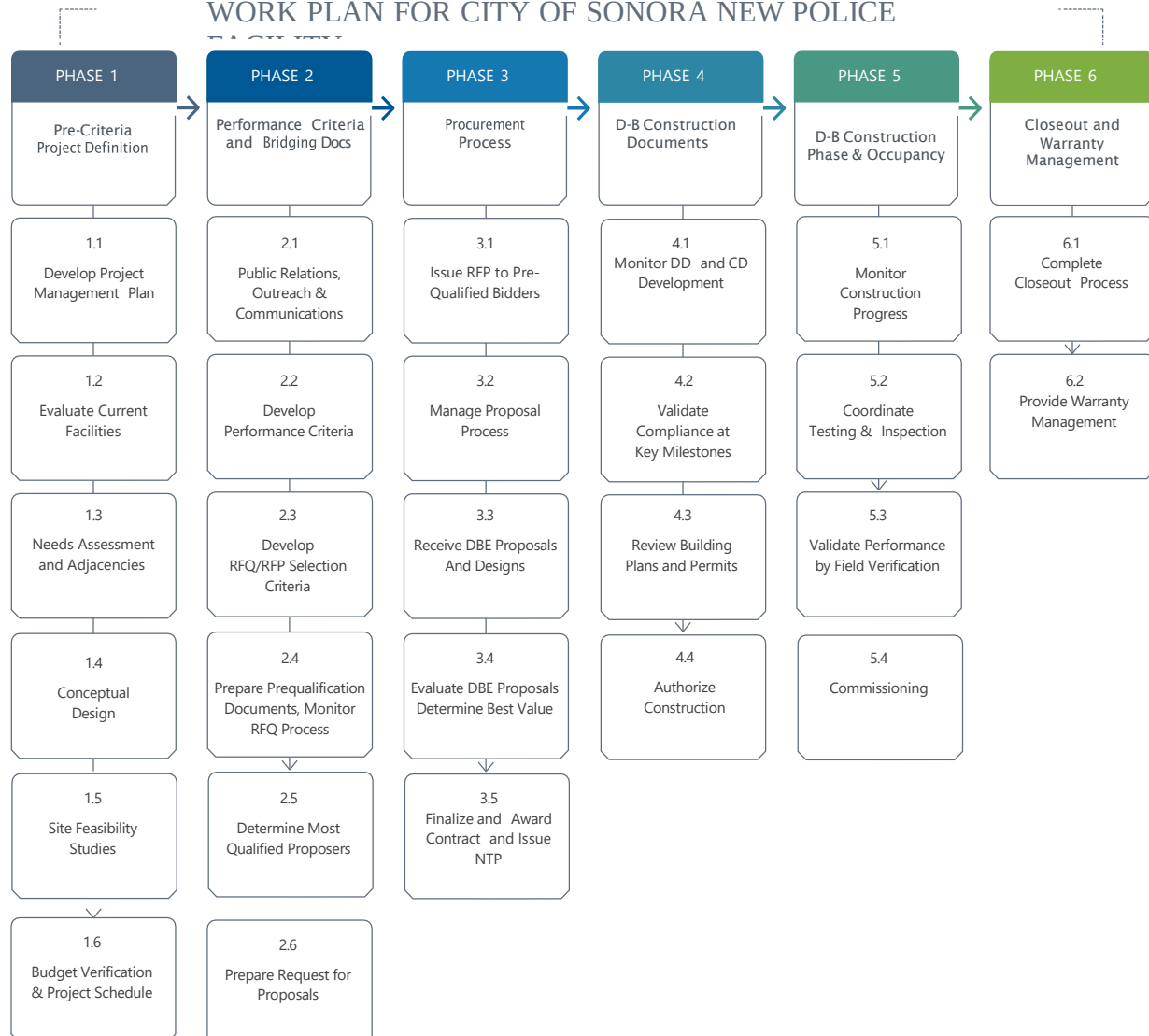
The key to the success of Design-Build (D-B) is to clearly establish the owner's requirements through conceptual design combined with prescriptive and performance criteria and then ensure that conformance is met.

Having worked with many public entities in the implementation of their D-B projects we understand our role as the owner's representative and advocate to ensure that your project goals and objectives are achieved. Vanir will collaborate with the City to clearly document and articulate the project requirements and D-B entity qualifications to ensure that the best team is selected to deliver the design and construction of your new Police Facility.

In defining the City's requirements for this project, our team will clearly and concisely state what is required by the owner, what the D-B entity must provide in response to the RFP, and what is expected in terms of design and construction from the D-B entity - but we will generally not define how the D-B entity is to provide it.

On the following page you will find our approach to managing your project phases and tasks using our work plan framework. This work plan framework serves as a guide for the team throughout the process and is one of the key components of our "Project First" approach.

WORK PLAN FOR CITY OF SONORA NEW POLICE



Phase 1: Preliminary Site & Needs Assessments

Task 1.1: Develop the Project Management Plan

Rob Nash, Program Manager, will oversee your project from conception through completion. Rob will be your day-to-day manager throughout phases 1 through 4 as outlined in this proposal. Rob will develop a Project Management Plan tailored specifically for your project. Our experience shows that for a project to end right, it must start right. The adage is “plan your work; then work your plan.” The Project Management Plan is the first step to success. It will include:

- The goals and objectives of the project
- An overview of the Design-Build process to be utilized
- A clear statement of the overall scope of work
- The organization of the project team
- The lines of communication
- Roles and responsibilities of each team member
- Project budget expectations control mechanisms
- Project schedule requirements

Task 1.2: Evaluate Current Facilities

The Vanir team will review and assess your existing Police facilities and/or other City owned facilities for their ability to support the current and future Police Department mission and needs. These reviews will provide the City the information necessary to make informed decisions about your existing facilities and any potentially new facility(s). We will review and make recommendations for any additional site investigations to augment the normally owner-provided survey, soils, and utility information. Our evaluation will include:

- Objective evaluation based on national and regional standards and guidelines, as well as our 40+ years of experience with Police facilities
- Identifying code violations and areas that conflict with best management practices
- Seismic integrity
- Building systems including Mechanical, Electrical, and Plumbing
- ADA assessment

Task 1.3: Needs Assessment and Adjacencies

Rob will facilitate multiple meetings to define the building space program, functional relationships, and operational adjacencies. At this point, we will also start to develop conceptual budget modeling for the project to be updated and refined with the development of the conceptual design. For the Needs Assessment we will:

- Conduct a series of interviews with PD to discuss current and future staffing. We will also meet regularly with other City representatives to gather information and keep the City informed of progress
- Confirm the organizational structure of the Police Department
- Use nationally recognized standards and guidelines in addition to own experience to determine space required
- Include major components of modern Police facilities such as appropriate office space, locker rooms, conference and training rooms, interview rooms, dispatch center, jail/holding area, property and evidence area, break rooms, information technology, report writing, City-wide EOC, sleeping rooms, storage, K9 training area, and other associated spaces
- Graphically represented adjacency requirements

Task 1.4: Conceptual Design

Rob and our team will translate the needs assessment into conceptual design options for single story and multiple stories. We will work with the City to engage in public comment and will be happy to present our findings to the City Council and/or other public presentations as requested. During this task we will be guided by:

- Conceptual design work sessions with City and PD to develop single and multi-floor alternatives.
- Designing a modern facility that attracts qualified applicants, improves retention, and conducive to work
- Meet Essential Services Facility standards
- Floor plan diagrams
- Building Elevations and Sections
- 3D massing diagrams

Task 1.5: Site Feasibility Studies

Rob will lead our team to provide a feasibility analysis at up to two potential sites to be determined. Our analysis will include evaluations of the ability of each site to accommodate current and future needs, development challenges such as slopes or rock, regulatory requirements including zoning and setbacks. We will document these findings in a report supported by the following graphics:

- Site adjacencies
- Site diagrams showing setback parking and access/egress requirements
- 3D massing diagrams showing the concept designs on each site

Task 1.6: Budget Verification & Project Schedule

Vanir will provide a project verification estimate based on the selected conceptual design to verify the project stays within the prescribed budget. We can assist the City with evaluating internal versus contract building official services.

Once the project site is finalized, Vanir will provide an overall project schedule illustrating all the tasks necessary to complete the project. A proposed schedule is included in this proposal to illustrate our understanding of the City's timeline for the project.

Phase 2: Design-Build Owner's Representative Services

Task 2.1: Public Relations, Outreach and Communications

Once the selection of the site and concept design is complete, Vanir (Rob/Scott) will work with the City to engage the City Council, staff and community to allow everyone the opportunity to learn and ask questions about the new facility/facilities. Specifically, we will:

- Conduct and facilitate three (3) public presentations:
 - Identify goals and strategic priorities
 - Present the Draft version of the report
 - Present the Final version of the report
- Vanir will also conduct one-on-one interviews with City Council members and Department Heads.
- Vanir will coordinate with City staff to perform two (2) citizen outreach workshops, as well as assist the staff on news media inquiries.

Task 2.2: Develop Performance Criteria

Rob will work with our Criteria Architect team to develop project concepts, project criteria and performance and prescriptive specifications that will define the project requirements in accordance with the needs assessment, programming and site analysis combined with our team's expertise in public safety facilities. Vanir will also prepare a list of required permits, as well as provide estimated costs of said permits.

Task 2.3: Develop RFQ/RFP Selection Criteria

The definition and development of the criteria from which the City will score, rank, and select a D-B entity for the project is a critical component of the process. The selection criteria needs to be clearly thought out to produce the right D-B team to move the project forward. It is also critical to define specific scoring and weighting of the criteria and the process for evaluation to ensure it is clear and defensible against protests. Rob will work with City staff to come up with critical success factors for the project which will assist in the weighting of the D-B team scoring.

Task 2.4: Prepare Prequalification Documents, Issue and Monitor the RFQ Process

The Vanir team will assist the City to market the RFQ to the D-B community, receive and respond to questions via formal addenda, and conduct formal past client interviews to confirm performance records. For the San Luis County Co-Located Dispatch Facility (also a Design-Build project), Vanir aggressively marketed the RFQ to all relevant contractors and architects, locally, statewide, and even some firms outside the area with specialized expertise. This intense marketing produced seven good quality responses for the County to consider for prequalification. Especially gratifying was that all seven teams included at least one local firm as the architect or general contractor.

Task 2.5: Determine Qualified Proposers

The most qualified responders will be determined based on the receipt of the responsive qualifications and results of the past client interviews. We will work with the City to finalize the recommended list of pre-qualified design-builders.

Task 2.6: Prepare RFP

Rob will assist the City to develop the solicitation package (RFP document) that sets forth the City's performance objectives and gives the pre-qualified D-B proposers the best opportunity to be creative and cost-competitive in their proposals. It will:

- Include an overview of the City's objectives for the project
- Establish the project Guaranteed Maximum Price (GMP) construction cost limitation
- Set forth a mutual level of trust and collaboration
- Establish the project target completion date
- Define and identify risk requirements
- Establish the level of design documents to be submitted
- Include all concept diagrams and supporting documents
- Establish the performance values and scoring methodology
- Identify minimum prescriptive requirements including codes and standards
- Define the BIM requirements for the Design-Builder to use in their documentation
- Provide full narrative of performance requirements
- Include the City D-B Entity form of contract
- Establish the performance substantiation processes and requirements
- Include the general and special conditions of the contract
- Include all site investigative material (survey, soils, traffic, etc.)

As part of the development of the RFP we will work with the City to develop the required procedures, practices, quality management, document management, scheduling systems, and project templates and forms.

Phase 3: Receipt and Evaluation of D-B Request for Proposals

Task 3.1: Issue RFP to Pre-Qualified Design-Builders

The RFP will be issued to the top three or four pre-qualified responders. Rob will assist the City to:

- Issue the RFP document via invitation to the pre-qualified responders
- Conduct mandatory pre-proposal meetings to review the document and answer any initial questions
- Conduct a tour of the selected site and elaborate on context issues in the RFP

Task 3.2: Manage Proposal Process

The RFP period will be an important, fast-paced and creative period. The Vanir team will assist the City to:

- Receive and respond to questions via formal addendum as needed
- Facilitate individual, confidential meetings with each DBE and the City, at 25% and 75% progress of their design, for owner input to ensure satisfaction (but not preference) with the design proposed
- Conduct an all-responder meeting mid-point of design progress, to review and discuss any common, overall (not individually specific) issues
- Guide the process to ensure that each proposal will fully address the RFP and will be acceptable to the City

Task 3.3: Receive Bidders Proposals and Designs

This activity will be very exciting and will highlight the benefit of this approach. The responders will each present their designs and proposals to an invited audience. Rob/ Scott will assist the City to conduct formal presentations and interviews individually with each proposer.

Task 3.4: Evaluate DBE Proposals and Determine Best Value

This whole process is done through an intense effort that receives and evaluates the proposals in a very short time period. Rob will work with the City to establish the evaluator panel composed of Owner's personnel, operations and maintenance representatives, plus invited user group representatives and other stakeholders.

Task 3.5: Finalize and Award Contract and Issue Notice to Proceed

Based on the City's formal approval of the evaluator panel's recommendation, Rob/ Scott will assist the City during negotiations of the D-B contract with the selected D-B entity and help prepare final award documents.

Phase 4: DBE Design Development and Construction Documents

Task 4.1: Monitor Design Development and Construction Documents

Our role and that of the criteria architect and consultants serve in a quality assurance role to substantiate compliance with the performance requirements. Vanir will:

- Conduct periodic meetings with the Project Team to monitor design issues, progress and facilitate decisions by the City
- Review the design to ensure compliance with the needs assessment and City requirements
- Monitor the project design and construction schedule to ensure on- schedule progress
- Evaluate and monitor D-B Entity's compliance with the contract
- Review design progress drawings for compliance with performance requirements and contract
- Ensure that sustainability and third- party commissioning efforts are incorporated into the design process from the onset

Task 4.2: Validate Compliance at Key Milestones

This is a formal step to ensure compliance with the contract and avoid surprises and requests for change orders during construction. Rob will:

- Conduct a formal review of the design progress at completion of the design development documents
- Conduct a formal review of the final design at completion of the construction documents.
- Conduct an all-stakeholder work session to overview and review the progress
- Each review will include formal critique and substantiation of compliance with the performance requirements.
- If any noncompliance is identified, the corrective action and/or alternative solution will be identified for City review and direction; value engineering can occur at this stage in the project as appropriate or needed

Task 4.3: Review Building Plans and Permit

This task involves the normal “building permitting” process. The Design-Build entity will be responsible for obtaining all permits. Rob will serve to facilitate actions by the Authorities Having Jurisdiction and the City.

Task 4.4: Authorize Construction

Once the Design-Build entity’s design work has been completed and approved by the City and has received all necessary permits, Rob/Scott will advise the City regarding the issuance of a Notice to Proceed with construction. If fast track or multiple-phased packages of construction is determined to be in the City’s best interest, the schedule parameters will be defined and noted as to milestones of activities for each package

Phase 5: Design-Build Construction

Task 5.1: Monitor Construction Progress

Once construction is started, the Design-Build entity functions much like a traditional general contractor, and our role shifts to more traditional construction management responsibilities. Construction Manager Edward Rangel will be your on-site day-to-day construction manager for this portion of the work. Rob will attend meetings and will continue to be engaged in the project, but the on-site management shifts to Edward upon the NTP being issued. There are some exceptions that will be addressed as follows:

- Edward will manage all typical contractual documentation during the construction phase using the web-based management information system accepted by the City
- Edward will review submittals and RFIs specifically to verify conformance to the criteria documents
- We will provide estimating and value engineering services if and as necessary when the Design-Build Entity’s estimates and/or change order requests need reconciliation
- Edward will coordinate with the criteria architect and consultants to provide normal construction observation on an as needed basis
- We will provide scheduling and recovery services if and as necessary if the Design- Build entity’s schedule and/or change order requests need reconciliation

Task 5.2: Provide Inspections and Special Testing/Inspection

The construction of the project will be subject to the testing and inspection plan developed by the criteria engineer. Vanir will provide quality control inspections and we will work with the City to bring on a firm to provide the special inspections on the project as the project nears construction.

Review and monitoring of environmental permitting and mitigation measures will be continued in accordance with the environmental documents and regulatory permits. Verifications of survey conformance and stormwater management compliance shall be done as needed.

Task 5.3: Validate Performance by Field Verification

Most of the performance elements can be substantiated during the Design-Build entity’s finalization of design. However, some elements (such as weather performance of the building envelope, acoustical performance, etc.) may need to be field-tested for substantiation. Edward will:

- Coordinate formal review by those certain criteria consultants that may be required
- Facilitate field substantiation of performance requirements by special testing of all systems and elements not previously substantiated during the finalization of design

Task 5.4: Commissioning

Design Phase Commissioning: We will perform a focused approach to the commissioning process in all phases of the project for all of your building systems.

Category 1: Provide design review, submittal review and commissioning of MEP systems including HVAC, BMS, lighting, speaker systems, water, renewable systems, emergency systems and power monitoring systems.

Category 2: Provide significant value in low voltage systems integration including radio, detention and non-detention systems to ensure functional capacity and quality of your communications, data, audio-visual, fire-alarm and security systems.

- Develop an Owner Project Requirements (OPR) document
- Conduct design reviews for commissioned systems
- Review of Basis of Design (BoD) developed by the architect in response to OPR
- Incorporate commissioning in Construction Documents (CDs)
- Commission plan development/implementation
- Develop commissioning specifications
- Create issues log for tracking/action/resolution of commissioning items throughout the project

Construction Phase Commissioning per Cal Green Code: Vanir will perform a focused approach to the commissioning process in all phases of the project for all of your building systems.

Category 1: Provide design review, submittal review and commissioning of MEP systems including HVAC, BMS, lighting, water, renewable systems, emergency systems and power monitoring systems.

Category 2: Provide significant value in low voltage systems integration including radio, detention and non-detention systems to ensure functional capacity and quality of your communications, data, audio-visual, speaker systems, fire-alarm and security systems. Contractor will be responsible to schedule and coordinate the commissioning functions. Vanir will document all commissioning activities and results and provide reports to the City.

- Review contractor MEP submittals for sequence of operations and set points
- Verify installation and startup of MEP and low voltage systems
- Verify performance testing in acceptance phase
- Verify functional testing and preparing of a commissioning report
- Verify/assist in facilitating operations and maintenance training
- Complete and provide a systems manual for commissioned systems
- Conduct one building systems assessment/warranty review between 9-11 months after turnover/operation

Phase 6: Closeout and Warranty Management

Task 6.1: Complete Close-out Processes

The project will require all normal close-out procedures. Edward will:

- Coordinate and schedule all final testing of equipment

- Receive the “as-built” model from the Design-Build entity and verify its completeness
- Prepare an occupancy plan that will include a schedule indicating critical interfaces for movement of furniture, equipment, new furniture and equipment
- Issue Certificate of Final Completion
- Assure correction of all punch list items
- Recommend release of retention and final payment
- Verify training your maintenance staff on the facility’s functionality and operation
- Assure transfer of record documents to the City including O&M manuals

Task 6.2: Provide Warranty Management

Vanir will initiate a system that identifies all warranty items that are expressed or implied from contractors, manufacturers or suppliers for work performed and materials furnished.

We will assist the City in establishing procedures to ensure that proper operational and maintenance requirements are performed to preclude invalidation of warranties.

EXHIBIT B- BUDGET AND TIMELINE

City of Sonora Police Facility Needs Assessment Fee Schedule												
Vanir Personnel	Hourly Rate	Phase 1: Needs Assessment - Hours					Phase 1: Needs Assessment - Fee					
		2024					2024					
		March	April	May	June	Total	March	April	May	June	Total	
Jerry Avalos - PIC	\$270.00	1	1	1	1	4	\$270	\$270	\$270	\$270	\$1,080	
Rob Nash - PD/PM	\$240.00	40	32	32	40	144	\$9,600	\$7,680	\$7,680	\$9,600	\$34,560	
Edward Rangel - CM	\$180.00	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	
Travis Price - Scheduler	\$180.00	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	
Ben Sabati - Cost Estimator	\$180.00	0	0	0	8	8	\$0	\$0	\$0	\$1,440	\$1,440	
Vince Hayes - Civil Engineer	\$180.00	8	8	0	0	16	\$1,440	\$1,440	\$0	\$0	\$2,880	
Mario Barrientos - CAD/BIM	\$180.00	0	0	24	24	48	\$0	\$0	\$4,320	\$4,320	\$8,640	
Reuben Shortnacy - Technical Advisor	\$200.00	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	
Sam Lee - Finance Expert	\$200.00	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	
Reimbursable Expenses							\$350	\$350	\$350	\$350	\$1,400	
Total Hours						220	Total Fee					\$50,000

City of Sonora Police Facility Needs Assessment Schedule Detail				
Tasks	March	April	May	June
Phase 1: Preliminary Site & Needs Assessment				
Task 1.1: Develop the Project Management Plan				
Kick Off Meeting	●			
Prepare Project Management Plan	■			
Task 1.2: Evaluate Current Facilities				
Review Existing Buildings Documents	■			
Existing Buildings Site Visits	●			
Prepare Preliminary Building Assessment Report		■		
Task 1.3: Needs Assessment and Adjacencies				
Conduct Interviews with Stakeholders		●	●	
Confirm Police Department Organization		■		
Prepare Preliminary Space Program with Adjacencies		■	■	
Task 1.4: Conceptual Design				
Conceptual Design Workshops with Stakeholders			●	●
Prepare Conceptual Floor Plans			■	
Prepare Conceptual Building Elevations and 3D Massing			■	■
Task 1.5: Site Feasibility Studies				
Select Potential Building Sites			●	
Prepare Site Diagrams Showing Setbacks, Egress, Etc.			■	
Prepare 3D Massing Model on Each Site				■
Task 1.6: Budget Verification & Project Schedule				
Develop Project Schedule Selected Options				●
Develop Project Budget for Selected Options				■
Present Options to City Council and Public				●
■ Duration of Overall Task ■ Duration of work described in Scope of Work ● Workshop, Meeting, Video Conference, Etc.				



CITY COUNCIL AGENDA REPORT

MEETING DATE: February 5, 2024

TO: Honorable Mayor and Members of the City Council

FROM: Melissa Eads, City Administrator

SUBJECT: Approve a Contract Award between the City of Sonora and EPIC Recruiting in an Amount not to Exceed \$200,000 for Phase 1 of the City of Sonora Police Department with an On Demand Option for Online Recruiting

RECOMMENDATION:

Staff recommends approval with consideration of the legal assessment of the Consultant's request for license language for retaining rights to enforce copyrights.

PURPOSE:

The City of Sonora solicited proposals from qualified consultants to provide professional advertising and marketing services to assist the Department's goal of recruiting and hiring police officers. The selected consultant is to design, develop, and execute customized marketing strategies, content, and videos to promote Sonora Police Department recruitment opportunities; online recruiting platforms targeting designated marketing areas to recruit applicants; launch digital media strategy; plan, execute, and reporting for social media; including targeted messaging to job seekers interested in law enforcement; promote the application process; share details of recruitment events; provide analytics to measure advertising effectiveness.

BACKGROUND:

The Police Department currently has a staffing allocation of fourteen (14) sworn and a total of twenty-five (25) paid employees. The agency provides an array of services for the City of Sonora, which include administration, professional services, patrol staff, detectives, 911-PSAP/Dispatch, records, animal control, parking enforcement, property and evidence, training, homeless outreach, community engagement services, and a volunteer unit.

In recent years, the Sonora Police Department has encountered a crisis in recruiting new sworn and non-sworn personnel to the Department. The Department struggles to maintain basic staffing levels, which makes creating an environment of diversity seem unattainable. This crisis is part of a broader trend affecting law enforcement agencies nationwide. The Sonora Police Department currently has approximately seven (7) sworn and three (3) non-sworn vacancies, resulting in a patrol readiness level of 42%. The recruitment crisis has led to staffing shortages, increased workload, extended working hours, and employee fatigue. The subsequent employee burnout creates more vacancies as employees look elsewhere, further exasperating the problem. The use of a professional advertising and marketing service would assist the Department's goal of recruiting and hiring police officers and have a positive impact on employee retention.

Marketing a department has now become the norm for law enforcement agencies. The platforms by which a new generation of employees are utilizing have shifted; radio and newspaper publications are no longer formats by which prospective applicants are informed about available positions. Additionally, marketing organizational culture is of critical importance, including developed collateral that highlights the City's strengths as an employer. EPIC has developed collateral for the Sonoma County Sheriff, to view this work product, visit their website at <https://joinsonomasheriff.com>.

DISCUSSION / ANALYSIS:

On November 28, 2023, the City released a Request for Proposals (RFP) for recruiting, marketing, and advertising services for the Sonoma Police Department. The current budget allocation approved by the Council is \$200,000. Task Orders and budget allocations will accompany subsequent phases. The RFP was sent to the City maintained list of consulting firms and posted on the City website.

Three (3) Consultants proposed for the project in accordance with the RFP requirements. EPIC, Find A Force, and Safeguard. The Review Panel, comprised of Department and Administrative Staff, ranked EPIC as the most qualified firm.

The complete Scope of Services has been included in the draft contract. A summary of Phase 1 Services includes:

- Brand Development, Research and Strategy
- Video and Photography Production
- Platform Design and Development of Recruitment Website
- On Demand, Online Recruiting

Additional on-demand phases are included and will be dependent upon subsequent budget authority.

EPIC has requested consideration of license language for retaining rights to enforce copyrights. This provision is being considered by legal counsel. To prevent delays, staff recommends approval with consideration of the legal assessment of this provision.

FISCAL IMPACT:

The Contract amount was budgeted and approved by the Council. This action ratifies past Council direction and action with no additional impacts.

COUNCIL ALTERNATIVES:

1. Approve the Contract as attached.
2. Do not approve a Contract at this time.
3. Provide further direction.



City of Sonora

94 N. Washington Street
Sonora, CA 95370
(209) 532-4541
sonoraca.com

RECITALS:

1. EPIC, hereinafter "Consultant" is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and
2. EPIC possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
3. City desires to retain EPIC to render professional services as set forth in this Agreement.

AGREEMENT:

1. Scope of Services. The Consultant shall furnish the following services in a professional manner: ***"Consultant shall perform the services described on Exhibit A, which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time."***
2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the City.
3. Compensation. Compensation to be paid to Consultant shall be no more than **\$200,000 for Phases 1 & 2 with additional on demand monthly services to be negotiated by task order and not to exceed \$7,500 per month.** In no event shall Consultant's compensation exceed \$200,000 without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City.
6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.
7. Ownership of Documents. All plans, studies, documents, and other writings prepared by and for Consultant, its officers, employees, agents, and subcontractors in the course of implementing this

Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City upon written request by City. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose.

8. Consultant's Books and Records.

- a. Consultant and sub-consultants shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant and sub-consultants shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours upon written request by the City Administrator, City Attorney, City Auditor, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at the Consultant's address indicated for receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

10. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or of any City official other than normal agreement monitoring; and
- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall, therefore, provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of Consultant to practice its profession.

14. Indemnity. Consultant shall indemnify and hold harmless City, its elected and appointed officials, officers, employees, and volunteers (collectively, "City") from losses, costs, liabilities, and expenses for any damage, injury, or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided under this Agreement to the extent that such Liability is caused by the negligence or willful misconduct of Consultant, its officers, employees, agents, contractors, subcontractors, consultants, or any person under its direction or control and shall make good to and reimburse City for any expenditures, including reasonable attorneys' fees, the City may incur by reason of such matters. Consultant's obligations under this Section shall exist regardless of concurrent negligence or willful misconduct on the part of the City or any other person; provided, however, that Consultant shall not be required to indemnify City for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the City. The City acknowledges that this indemnity does not require the Consultant to provide an up-front legal defense to the City. This indemnification clause shall survive the termination or expiration of this Agreement.

Consultant further agrees to provide, at Consultant's expense, reasonable assistance to the City in responding to third-party claims to the extent such claims implicate the quality of the Consultant's performance under this Agreement, which assistance shall include selection, management, and compensation of expert witnesses as necessary to substantiate or defend the quality of the Consultant's performance under this Agreement, as well as making Consultant's employees and project work product available as reasonably necessary to assist in the defense of such claims. This shall not preclude the City from recovering its reasonable attorneys' fees and defense costs in responding to third-party claims to the extent such claims are found to have been caused by the Consultant's negligence or willful misconduct.

15. Insurance Requirements.

- a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

- i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for City.
 - ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
 - iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
 - iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis or a combined single limit per occurrence basis.
- b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A: VII and shall be endorsed with the following specific language:
- i. The City, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.
 - ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
 - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees, or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.

vi. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first-class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Sonora
94 N Washington Street
Sonora CA 95370
Attention: Melissa Eads, City Administrator

If to Consultant: EPIC Recruiting
3719 N. 75th Street, Suite 110
Scottsdale, AZ 95251
sam@epicproductionsllc.com
Attention: Sam Blonder

17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the Agency and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

18. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City special counsel.

19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
22. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
23. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS, and thereafter, the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.
24. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
25. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
26. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement or obtain any present or anticipated material benefit arising therefrom.
27. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SONORA:

EPIC

By: _____
Melissa Eads,
City Administrator

By: _____
Sam Blonder
Chief Executive Officer

ATTEST:

Tracy Skelly
City Clerk

APPROVED AS TO FORM:

Douglas White, City Attorney

EXHIBIT A

During the term of this Agreement, Consultant shall perform the following services for the City upon request of the Police Department.

PHASE 1 \$150,000

Brand Development Research and Strategy

- Meet with leadership to discuss department recruiting mission and goals.
- Research market trends/background for department.
- Create department brand and messaging.
- Develop call to action/tag line.
- Design color palette.
- Present recruiting brand concept.

Deliverable

- Documented brand concept for approval.
- Final color palette.

Video and Photography

- (3) days on location for video and photo production.
- 60 second recruitment video.
- (4) 30 second recruitment video.
- (4) 15 second recruitment video.
- (4) 10 second recruitment video.
- Department wide photography.
- Department owns all content.

Deliverable

- Hard drive containing all raw video footage and photos.
- Links to final approved videos.

PHASE 2 \$50,000

Website Recruitment

- Design and build recruitment website.
- 2 Years hosting on secure, optimized servers.
- 2 Years technical support to facilitate content changes.
- Department owns website.
 - The website must meet WCAG 2.1 Web content accessible guidelines, Title II of the American with Disabilities (ADA) and the 1998 amendment to the Rehabilitation Act of 1973 (Section 508) for accessibility standards.
 - All operating systems, software, application and content management systems must be patched on an industry standard update schedule. Any critical updates should be applied as soon as reasonably possible.
 - At the termination of agreed upon webhosting period, Consultants will work with the City to facilitate the website hosting transfer of responsibility to City with all the same functionality, data, and features.

- Consultant will securely wipe and destroy all city media content at the request of the City.
- Consultant will notify the City in the event of a data breach and include the data exfiltrated and the consultant's incident response plan to the data breach.

Deliverable

- Functional approved website.

Phase 3 \$7,500 Monthly, On Demand

Online Recruiting On Demand Service Request

Monthly Service

- Evaluate online platforms for optimum candidate exposure.
- Develop and present recruiting plan for negotiated length of service: 3 mo., 6 mo., 1 year).
- Search engine optimization and search engine marketing.
- Select geographic target location and opportunities for optimal campaign exposure.
- Google, YouTube Advertising, Social Media Advertising.
- Post on social media: Facebook, Twitter, Instagram, etc.
- Track and re-target visitors to the recruiting website.
- Analyze analytical data and provide monthly performance reports.
- Access to EPIC recruiting management app.

Deliverable

- Recruiting plan.
- Monthly performance reports.

EXHIBIT B Fee Schedule

The following rates shall apply for the term of this Agreement:

Phase	Fee	Payment details
Brand Development Research/Strategy & Video/Photography	\$21,000	Paid upon completion of leadership meeting
	\$21,000	Paid upon Chiefs Office approval of recruiting brand concept
	\$63,000	Paid upon completion of 3-day site visit
	\$45,000	Paid upon completion and delivery of photo/video content
	\$150,000	Schedule: February- April
Recruitment Website	\$50,000	Paid upon creation and successful launch of website
	\$50,000	Schedule: April-June
Month Online Recruiting Campaign	\$7,5000 month	Paid monthly with minimum of 3 months on call as needed.
	\$TBD	Schedule: as needed within two-year timeframe of the Agreement.
Total project costs	\$200,000	