



Mission Statement: To foster a safe, vibrant, and prosperous community that enhances the quality of life for all

**CITY OF SONORA
City Council Regular Meeting
Agenda
Monday, July 03, 2023
5:00 PM**

NOTICE IS HEREBY GIVEN that the Sonora City Council will have their regular meeting on Monday, July 3, 2023, 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 MEMBERS OF THE PUBLIC MAY PARTICIPATE IN THE MEETING VIA VIDEO CONFERENCING AT:

Zoom Meeting Link:

<https://us06web.zoom.us/j/81193397821?pwd=UGdrRTcyaFFac3o0b2JQK2FmMTRyUT09>

Dial: (669) 444-9171

Meeting ID: 811 9339 7821

Passcode: 906625

MEMBERS OF THE PUBLIC WILL BE GIVEN THE OPPORTUNITY TO PROVIDE COMMENTS.

THIS MEETING WILL BE LIVE STREAMED ON THE CITY'S WEBSITE AT www.sonoraca.com.

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.

CLOSED SESSION - 4:00 PM

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS

ADJOURN INTO CLOSED SESSION

Vision Statement: With leadership and integrity, the City of Sonora commits to excellent service through collaboration and innovation



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1. Conference with Labor Negotiators (Gov. Code Section § 54957.6): Agency designated representatives: Melissa Eads, City Administrator; Chris Gorsky, Administrative Services Director; Employee Organization: Sonora Police Officers' Association (SPOA).
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 Employees' Association (SEA).
3. 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 Employees' Association (SMEA).
4. 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.
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.

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. If participating via Zoom, please raise your hand using the Raise Your Hand feature or dial *9 (*6 to unmute).*

CONSENT CALENDAR

Vision Statement: With leadership and integrity, the City of Sonora commits to excellent service through collaboration and innovation



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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.

7. Consider approval of disbursements in the amount of \$207,066.56 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.
8. Consider approval of Resolution No.07-03-2023-A, establishing the City of Sonora's Recruitment Incentive Plan with sign-on bonuses as presented; Christopher Gorsky, Administrative Services Director.
9. Consider approval of Amendment #1 to the Tuolumne County Transportation Council Joint Powers Agreement to Address Fiscal Responsibility of the City and County as Required by CalPERS; Christopher Gorsky, Administrative Services Director.
10. Consider approval of the Annual Contract with Visit Tuolumne County (VTC) for Tourism Marketing Services in an amount not to exceed \$150,000 for Fiscal Year 23-24 as budgeted; Melissa Eads, City Administrator.
11. Consider approval of Resolution 07-03-2023-B Authorizing the Sonora Police Department to submit a BSCC Organized Retail Theft Prevention Program grant application, authorize the City Administrator to execute all documents relating to the grant application, and direct the Police Chief to return to City Council with the application results and to accept the award; Turu VanderWiel, Police Chief.

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 Clerk at City Hall (209) 532-4541, tskelly@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.

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CITY COUNCIL AGENDA REPORT

MEETING DATE: June 5, 2023

TO: City Council Members

FROM: Tracy Skelly, Administrative Services Officer

SUBJECT: Disbursements in the amount of \$207,066.56 for payroll

RECOMMENDATION

Consider approval of disbursements in the amount of \$207,066.56 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 third (3rd) payroll of the month, which was higher than the expected amount due to accumulated leave and separation payout.

This payroll is the 26th payroll of 26 for FY22-23, we would have expected to expend 100.0% of the budgeted amount. In total, we have expended 88.40% of the Salaries and Wages for the FY 22/23 budget.

FISCAL IMPACT

Disbursements are part of the approved FY22-23 Budget.



CITY COUNCIL AGENDA REPORT

MEETING DATE: July 03, 2023

TO: City Council Members

FROM: Chris Gorsky, Administrative Services Director

SUBJECT: Approval of Resolution No.07-03-2023-A Establishing a Recruitment Incentive Plan for the recruitment of Police Officers.

RECOMMENDATION

Staff recommends the City Council approve Resolution No.07-03-2023-A establishing the City of Sonora's Recruitment Incentive Plan with sign-on bonuses as presented.

DISCUSSION

This staff report presents a proposal for the implementation of a Recruitment Incentive Plan with sign-on Bonuses aimed at recruiting and attracting qualified police officers, both recruits and lateral hires, to serve in the Sonora Police Department. The program aims to address the current challenges in police recruitment, improve staffing levels, and ensure the safety and security of our community. This report provides an overview of the program, its objectives, and benefits for the City Council's consideration.

The program will differentiate between new recruits and experienced, lateral hires, with payment only made as milestones are met. A tiered structure helps incentivize long-term retention within the department. This approach encourages officers to stay with the department and contribute their skills and experience over the long term, promoting stability and continuity within the force. Retaining experienced officers is crucial for preserving institutional knowledge and expertise within the police department. By offering higher signing bonuses to lateral hires, who bring valuable experience from other jurisdictions, the tiered structure incentivizes the retention of skilled professionals.

BACKGROUND:

Over the past many years, the Sonora Police Department has faced significant challenges in recruiting and retaining qualified police officers. These challenges have resulted in understaffing, increased workloads for existing officers, and a deficiency in the number of qualified applicants. The traditional methods of recruitment have proven insufficient to attract a diverse pool of highly qualified candidates. To address this issue, the implementation of a Recruitment Incentive Plan with sign-on bonuses can serve as a proactive and effective strategy.

OBJECTIVES:

The primary objectives of the proposed Recruitment Incentive Plan are as follows:

1. **Attract Highly Qualified Candidates:** The program aims to entice highly skilled and qualified individuals, both recruits and experienced (lateral) officers, to consider joining the Sonora Police Department.
2. **Improve Staffing Levels:** By offering sign-on bonuses, we anticipate an increase in the number of successful recruits and lateral hires, leading to improved staffing levels within the department. Adequate staffing is crucial for ensuring effective crime prevention, response, and community policing efforts.
3. **Enhance Community Safety:** Strengthening the police force with well-qualified officers will contribute to the overall safety and security of our community. The program aims to enhance public trust and confidence in the Police Department's ability to protect and serve.

BENEFITS:

The Recruitment Incentive Plan offers several benefits and anticipated impacts, including:

1. **Competitive Advantage:** The program will provide a competitive advantage over other law enforcement agencies in attracting top-tier candidates. The signing bonus serves as a tangible incentive that sets our recruitment efforts apart.
2. **Retention and Longevity:** The program can contribute to higher retention rates among officers, as the signing bonus rewards their commitment to serving with the Sonora Police Department. This can lead to a more experienced and cohesive police force.
3. **Improved Community Policing:** By enhancing staffing levels and attracting highly qualified officers, the program will enable the Sonora Police Department to strengthen its community policing efforts. This will foster positive relationships with residents, business owners, and community organizations.

FISCAL IMPACT

The Impact to the General Fund will depend on the number of successful recruitments for the currently open police officer positions. If we are able to fill the current vacancies the cost to the General Fund would be between \$12,000 - \$30,000 annually for approximately five (5) years. For FY23/24, the bonuses will be paid out of salary savings from currently vacant positions.

ATTACHMENTS

- Resolution No. 07-03-2023-A
- Exhibit "A" Sign-On Bonus Detail
- Budget Impact Worksheet

RESOLUTION No. 07-03-2023-A
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONORA
ESTABLISHING A RECRUITMENT INCENTIVE PLAN

WHEREAS, the City Council has a goal to ensure a high performing organization and the City's employees are a primary driver of that goal; and

WHEREAS, from time to time, the labor market for certain critical positions within the City is extremely tight and the demand for individuals with the requisite skills is very high; and

WHEREAS, the City Council of the City of Sonora understands the growing demand across the State of California for experienced Police Officers.

WHEREAS, recruitment incentives such as a signing bonuses are common methods used to attract qualified candidates for these critical positions; and

WHEREAS, it is appropriate to offer recruitment incentives to provide a more robust and flexible program to attract a highly qualified and diverse workforce.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Sonora does hereby approve Resolution No. 07-03-23-A establishing a recruitment incentive plan for Entry Level/Academy Eligible Police Officers and Later Police Officers as set forth in Exhibit A, attached hereto and made a part hereof.

PASSED, APPROVED AND ADOPTED as a Resolution by the Sonora City Council at a meeting held by the City Council on the 3rd day of July 2023, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Mark Plummer, Mayor

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

City of Sonora Police Department Sign-On Bonus Hiring Incentive

Hiring Incentive for Regular Full-Time Positions

New employees hired into this classification will be eligible for the following hiring incentives.

Military Hiring Incentive \$5,000 - Anyone who has served in any branch of the United States Military and received an Honorable or General Discharge as denoted on the DD214. (\$2,500 at POST Graduation (For Entry Level) or Signing (Laterals) + \$2,500 after Completion of Probation (Recruits) or 1 Year (Laterals.)

Police Officer Recruit - Entry Level/Academy Eligible

Paid on 1st Check after POST Academy Graduation	\$	3,000
Completion of Probation and meets expectations on evaluation	\$	3,000
Upon Completion of 3 years and meets expectations on evaluation	\$	3,000
Upon Completion of 4 years and meets expectations on evaluation	\$	4,000
Upon Completion of 5 years and meets expectations on evaluation	\$	5,000

Grand Total	\$	18,000
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Police Officer - Lateral

Paid on 1st Check	\$	4,000
Upon Completion of 1 years and meets expectations on evaluation	\$	5,000
Upon Completion of 2 years and meets expectations on evaluation	\$	5,000
Upon Completion of 3 years and meets expectations on evaluation	\$	5,000
Upon Completion of 4 years and meets expectations on evaluation	\$	5,000

Grand Total	\$	24,000
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Potential Annual Budget Impact

	(E)ntry/(L)ateral	Military	Year 1	Year 2	Year 3	Year 4	Year 5
Position 1	E	No	\$3,000	\$3,000	\$3,000	\$4,000	\$5,000
Position 2	E	No	\$3,000	\$3,000	\$3,000	\$4,000	\$5,000
Position 3	E	No	\$3,000	\$3,000	\$3,000	\$4,000	\$5,000
Position 4	E	No	\$3,000	\$3,000	\$3,000	\$4,000	\$5,000
TOTAL Budget Impact			\$12,000	\$12,000	\$12,000	\$16,000	\$20,000

Potential Annual Budget Impact

	(E)ntry/(L)ateral	Military	Year 1	Year 2	Year 3	Year 4	Year 5
Position 1	L	Yes	\$6,500	\$7,500	\$5,000	\$5,000	\$5,000
Position 2	L	Yes	\$6,500	\$7,500	\$5,000	\$5,000	\$5,000
Position 3	L	Yes	\$6,500	\$7,500	\$5,000	\$5,000	\$5,000
Position 4	L	Yes	\$6,500	\$7,500	\$5,000	\$5,000	\$5,000
TOTAL Budget Impact			\$26,000	\$30,000	\$20,000	\$20,000	\$20,000



CITY COUNCIL AGENDA REPORT

MEETING DATE: July 3, 2023

TO: City Council Members

FROM: Christopher Gorsky, Administrative Services Director

SUBJECT: Approve Amendment #1 to the Tuolumne County Transportation Council Joint Powers Agreement

RECOMMENDATION

Consider approval of Amendment #1 to the Tuolumne County Transportation Council Joint Powers Agreement to address the fiscal responsibility of the City and County as required by CalPERS.

BACKGROUND

The Tuolumne County Transportation Council ("TCTC") is a Joint Powers Authority between the City of Sonora ("City") and the County of Tuolumne ("County"). When TCTC was formed in the 1960s, County employees performed duties for TCTC in addition to performing County duties. In 2010 the County employees assigned to work for TCTC were made employees of TCTC, rather than the County. As part of County employment, these employees were enrolled in the County's CalPERS retirement benefit plan. When the employees became TCTC employees, they remained on the County's CalPERS contract. Subsequently, the County and City learned that TCTC employees should not have remained on the County's CalPERS contract but should be on a separate TCTC CalPERS contract pursuant to CalPERS regulations. TCTC is eligible to enter into its own CalPERS contract, but in order to do so the Joint Powers Agreement must be amended to reflect that should TCTC dissolve or become insolvent, the City and County would remain liable for the CalPERS contract. Amendment #1 attached hereto, will allow TCTC to enter into its own CalPERS contract. Amendment #1 will also be presented to Tuolumne County for its consideration and approval.

FISCAL IMPACT

The fiscal impact to the General Fund is unknown at this time.

AMENDMENT #1 (ONE) TO THE AMENDED AND RESTATED JOINT POWERS AGREEMENT ESTABLISHING THE TUOLUMNE COUNTY TRANSPORTATION COUNCIL

This Amendment #1 to the Amended and Restated Agreement is made and entered into in the County of Tuolumne, State of California, this _____ day of July, 2023, by and between the City of Sonora ("City") and the County of Tuolumne ("County"), a political subdivision of the State of California (collectively, "Member Agencies"), and is based upon the following recitals:

Whereas, when the Tuolumne County Transportation Council ("TCTC") was formed, the employees of TCTC were County employees and placed on the County's CalPERS contract to receive retirement and pension benefits; and

Whereas, in 2010 the employees assigned to work for TCTC were made employees of TCTC, and were no longer County employees, but these employees were not transferred to a TCTC CalPERS contract, as they remained on the County's CalPERS contract; and

Whereas, CalPERS determined TCTC employees should not have remained on the County's CalPERS contract, but TCTC was eligible to enter into its own CalPERS contract; and

Whereas, the City, County and TCTC desire TCTC to enter into its own CalPERS contract and for TCTC employees to be transferred from the County's CalPERS contract to a TCTC CalPERS contract; and

Whereas, the purpose of this Amendment #1 is to address the fiscal responsibility of the City and County regarding TCTC as required by CalPERS so that TCTC may enter into its own CalPERS contract;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Fiscal Responsibility:** Each Member Agency's (i.e. the City and County, respectively) proportionate share of CalPERS liability is addressed in Section 15.F. In the event that TCTC is dissolved or becomes insolvent, or the agreement with CalPERS is terminated, each Member Agency is responsible for its proportionate share of all outstanding TCTC liabilities and obligations related to the CalPERS defined benefit incurred during the Member Agency's membership in TCTC, allocated in accordance with Section 17.E., so that Member Agencies have fiscal responsibility for 100% of TCTC's outstanding liabilities and obligations upon dissolution or insolvency.
2. **Liability of Members for All Liabilities and Obligations of TCTC:** Each Member Agency's proportionate share of CalPERS liability is addressed in

Section 15. F. In the event this Agreement is terminated, TCTC becomes insolvent, or TCTC's Agreement with CalPERS is terminated, each Member Agency is responsible for its proportionate share of all outstanding TCTC liabilities and obligations related to the CalPERS defined benefit incurred during Member Agency's membership in TCTC, allocated in accordance with Section 17.D., so that the Member Agencies have fiscal responsibility for 100% of TCTC's outstanding liabilities and obligations upon termination or insolvency. Except as provided in Section 15 and 17, and as specified under this Amendment, the Member Agencies shall not be responsible for the debts, liabilities, or obligations of TCTC during the operation of TCTC.

IN WITNESS WHEREOF, the Parties have hereto executed the Amendment #1 on the dates show in the respective signature blocks.

County of Tuolumne

City of Sonora

Chair, Board of Supervisors Date

Mayor, City of Sonora Date

Attest:

Attest:

Clerk, Board of Supervisors Date

Clerk, Sonora City Council Date

Approved as to Legal Form:

Approved as to Legal Form:

 6-15-23

County Counsel Date

City Attorney Date

Joint Powers Agreement Establishing The Tuolumne County Transportation Council

THIS AGREEMENT is made and entered into in the County of Tuolumne, State of California, this 16th day of September, 2003, between the City of Sonora and the County of Tuolumne, a political subdivision of the State of California, and is based upon the following recitals:

WITNESSETH:

Whereas, Article 1, of Chapter 5, of Division 7, of Title 1 (Sections 6500, et. seq.) of the California Government Code, authorizes two or more public agencies, by a joint powers agreement entered into respectively by them and authorized by their legislative or governing bodies, to exercise jointly any power or powers common to the contracting parties; and

Whereas, Section 29532, of the California Government Code, authorizes local governmental agencies to establish a council of governments to act as a transportation planning agency; and

Whereas, the parties herein recognize that the County of Tuolumne and the City of Sonora are experiencing continued expansion and the development of formerly undeveloped areas; and

Whereas, by reason of this growth, transportation problems involving incorporated and unincorporated areas jointly are arising and are expected to increase in the future; and

Whereas, the parties herein recognize that there exists transportation planning problems which require area-wide consideration; and

Whereas, it is necessary and desirable that a single wholly independent agency be created with the capability of dealing with these area-wide transportation issues and problems; and

Whereas, the creation of such an agency is necessary to qualify the City, County and other agencies within Tuolumne County for certain State and Federal funds; and

Whereas, these needs and concerns led to the creation and establishment of the Tuolumne County and Cities Area Planning Council (TCCAPC) on December 18, 1967; and

Whereas, in accordance with the provisions of Article 11, of Chapter 2, of Division 3, of Title 3, of the Government Code, on July 20, 1972, the Secretary of the Business and Transportation Agency of the State of California designated the Tuolumne County and Cities Area Planning Council as the transportation planning agency for the County of Tuolumne; and

Whereas, Regional Transportation Planning Agencies (RTPAs) have the responsibility of developing both the Regional Transportation Plans and Regional Transportation Improvement Programs, and to implement these plans for the area within their respective jurisdictions; and

Whereas, the establishment of the TCCAPC has:

- a) Provided a forum for the discussion and study of area-wide transportation problems of mutual concern to the governmental entities in Tuolumne County;

- b) Provided for the establishment of an agency responsible for identifying, clarifying and planning for solutions to regional transportation problems requiring multi-jurisdictional cooperation;
- c) Provided for the establishment of an agency capable of developing regional plans and policies and performing area-wide transportation planning duties; and
- d) Facilitated eligibility for and receipt of State and Federal funds for transportation activities and projects; and

Whereas, the scope of authority and duties of a local transportation planning agency have significantly expanded since the creation of the TCCAPC; and

Whereas, the Parties, at this time, desire to supersede that certain Joint Powers Agreement, of December 18, 1967, and enter into this new Agreement in order to establish the duties and powers of a new entity to succeed to the powers and functions of the TCCAPC; and

Whereas, the Parties, at this time, also desire to change the TCCAPC's name from "Tuolumne County and Cities Area Planning Council" to "Tuolumne County Transportation Council," and to change the name of its chief administrative officers from "Executive Secretary" to "Executive Director" and "Deputy Secretary" to "Deputy Director."

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION 1

STATEMENT OF PURPOSE

1.A. Specific Purposes. The City and the County have joined together to establish the Tuolumne County Transportation Council (TCTC) for the following purposes;

- 1.A. (1) Provide a forum for discussion and study of county-wide transportation problems of mutual interest to the member agencies.
- 1.A. (2) Identify, inventory and comprehensively plan for the solution of regional transportation problems requiring multi-governmental cooperation.
- 1.A. (3) Facilitate actions and agreements among the member agencies' units for specific project development.
- 1.A. (4) Act as the lead planning, programming, monitoring and administrative agency for transportation projects and programs in Tuolumne County.
- 1.A. (5) Take action as necessary to qualify local transportation projects and programs for funding.

SECTION 2

ESTABLISHMENT

2.A. Separate Entity. Upon the effective date of this Agreement, the Parties hereto hereby establish the Tuolumne County Transportation Council, as a public entity separate and

distinct from the Parties, as the entity to exercise the common powers provided for in this Agreement and to administer or otherwise execute this Agreement.

- 2.B. Continuation of Duties.** The Tuolumne County Transportation Council shall continue to function, without interruption in its duties, as the Regional Transportation Planning Agency (RTPA), as designated by the Secretary of Business and Transportation Agency of the State of California.

SECTION 3

COMPOSITION

- 3.A. Member Agencies.** The Agency shall be composed of the City of Sonora and County of Tuolumne, together hereinafter referred to as the "Member Agencies".

SECTION 4

BOARD AND VOTING

- 4.A. Board.** The Tuolumne County Transportation Council, hereinafter referred to as the "TCTC", shall be governed by a board, four members of which shall be appointed by the Member Agencies, and the fifth member shall be appointed by a majority of the other four members.
- 4.B. Board Members.** Members of the governing board shall be appointed as follows:
- 4.B. (1) The County of Tuolumne shall have two (2) members who shall be members of and appointed by the Board of Supervisors.
 - 4.B. (2) The City of Sonora shall have two (2) members who shall be members of and appointed by the City Council.
 - 4.B. (3) The County and City TCTC Members shall appoint a "citizen" member who shall be a resident of Tuolumne County, living in the incorporated or unincorporated area. The fifth member shall be impartially chosen to represent the interest of both the City and County without partiality for either such entity or special interests thereof.
- 4.C. Voting.** Each TCTC Member or Alternate shall be entitled to one vote on all matters coming before the TCTC; provided such votes of Member Agency representatives are subject to any necessary and legal approval of their acts by their respective member agency governing body.
- 4.D. Alternate Representatives.** Each Member Agency shall designate at least one alternate representative for each board member appointed by that member agency. Said alternates shall be members of and appointed by their respective Member Agency. The County alternate(s) may represent either County member and the City alternate(s) may represent either City member. The Member Agencies may designate more than one alternate for each representative, as deemed prudent by that member agency.

An alternate(s) for the "citizen" member may be appointed by a majority of the City and County TCTC members. As with the "citizen" member, the alternate(s) shall be a resident of Tuolumne County, living in the incorporated or unincorporated area, and impartially

chosen to represent the interest of both the City and County without partiality for either such entity or special interests thereof. Due to the technical nature of items before the TCTC, appointed members of the Citizens Advisory Committee should be given consideration as the TCTC Citizen Member Alternate.

To be eligible to cast the vote of the TCTC Member, an Alternate must be designated, and notice of said designation given to the Executive Director at least twenty-four (24) hours prior to the first meeting at which that alternate is to attend on behalf of the appointed TCTC member.

SECTION 5

TERM OF OFFICE

- 5.A. Elected Officials.** The term of office of each TCTC member and alternate for that member shall correspond with the board member's term of office on the legislative body he or she represents, or until such board member or alternate is removed by the legislative body making the appointment.
- 5.B. Citizen Member.** The term of office of the "citizen" board member shall be four years and may serve additional terms if reappointed by a majority vote of the other TCTC members. The "citizen" member may removed at any time by a majority vote of the other TCTC members.
- 5.C. Vacancies.** Vacancies shall occur as provided for in the California Government Code for public officers. Vacancies shall be filled in the same manner as an initial appointment.

SECTION 6

QUORUM AND MAJORITY REQUIREMENTS

- 6.A. Quorum and Majority Requirements.** The presence of at least three TCTC members or their alternates shall constitute a quorum. A quorum shall be necessary for the purpose of conducting official business. A majority vote of those present shall be required to take any action.

SECTION 7

PUBLIC MEETINGS

- 7.A. Meeting Time and Place.** The Tuolumne County Transportation Council shall establish a time and place for regular meetings. Regular meetings of the TCTC shall be held at least once every quarter. All meetings shall be conducted in accordance with the Ralph M. Brown Act, California Government Code, Section 54950 et seq.

SECTION 8

COMMITTEES

- 8.A.** The Tuolumne County Transportation Council shall establish the following committees:

- 8.A. (1) **Technical Advisory Committee.** The Technical Advisory Committee (TAC) shall act as a clearinghouse and technical review body for all items to be considered by the TCTC.
- 8.A. (2) **Citizens Advisory Committee.** The Citizens Advisory Committee (CAC) shall act as an advisory committee to the TCTC on all matters relating to the regional transportation system.
- 8.A. (3) **Social Services Transportation Advisory Council.** The Social Services Transportation Advisory Council (SSTAC) shall act as an advisory committee to the TCTC on all matters pertaining to the transit needs of transit dependent and transit disadvantaged persons. The input of this committee shall be considered and made an integral part of the annual "unmet transit needs" hearing and findings process of the TCTC.
- 8.B. **Other Committees.** The TCTC may establish and maintain other committees as it deems necessary or convenient for the exercise of its powers and functions.
- 8.C. **Committee Creation.** Each committee shall be created and operated in accordance with the bylaws of the TCTC, except the Social Services Transportation Advisory Council, which is subject to the requirements of Public Utilities Code Section 99238.

SECTION 9

POWERS AND FUNCTIONS

- 9.A. **Powers and Functions.** The Tuolumne County Transportation Council shall have the common power of the Member Agencies to establish and administer an independent area transportation planning agency and, in the exercise of that power, when required to discharge any statutory or regulatory duty or power imposed on or delegated to the TCTC, the Tuolumne County Transportation Council is authorized in its own name to:
- 9.A. (1) Adopt bylaws for the election of officers and other matters concerning its governance, and adopt rules and regulations for the administration of its functions. The bylaws shall provide for the positions of chairperson and vice chairperson to be elected annually.
- 9.A. (2) Take actions as necessary to fulfill obligations required by any public or private agency or individual, or the United States, the State of California, or any department, instrumentality, or agency thereof, for the TCTC, or any member agency or other funding applicant being eligible to receive funds for transportation purposes.
- 9.A. (3) Contract for professional services unable to be performed by those personnel provided to the TCTC by the Member Agencies.
- 9.A. (4) Make and enter into contracts.
- 9.A. (5) Acquire, hold and convey personal property.
- 9.A. (6) Incur debts, obligations and liabilities.
- 9.A. (7) Accept contributions, grants or loans for financing its activities.

- 9.A. (8) Invest money that is not needed for immediate necessities, in the same manner and upon the same conditions as other local entities in accordance with Section 53601 of the California Government Code.
 - 9.A. (9) Reimburse TCTC members and alternates for all reasonable expenses and costs relating to attendance at meetings or other official business of the TCTC.
 - 9.A. (10) Do all other acts reasonable and necessary to carry out the purposes of this Agreement.
 - 9.A. (11) Sue and be sued, in its own name only, but not in the name or stead of any Member Agency.
 - 9.A. (12) Establish and maintain such committees as it deems necessary for the performance of its responsibilities.
 - 9.A. (13) The powers to be exercised by the Tuolumne County Transportation Council are subject to such restrictions upon the manner of exercising such powers as are imposed upon the Member Agencies in the exercise of similar powers. The TCTC shall be held strictly accountable for all funds received, held and disbursed by it.
 - 9.A. (14) Obtain designation from the California Director of Transportation as the successor agency to the former Tuolumne County and Cities Area Planning Council.
 - 9.A. (15) Seek designation as necessary from any public or private agency or individual, or the United States, the State of California, or any department, instrumentality, or agency thereof, having funds available for transportation purposes, as the local agency with authority over transportation planning within the combined jurisdictions of the Member Agencies, when action or participation by such a combined agency is required for the TCTC, Member Agencies or other funding applicant to receive such funds.
 - 9.A. (16) File, with 30 days of the effective date of this Agreement, a Notice of Agreement with the office of the California Secretary of State, pursuant to California Government Code, Section 6503.5.
- 9.B. **Manner of Exercising Power.** The powers of the Tuolumne County Transportation Council are subject to any restriction on the manner of exercising a power as if that power were exercised by the County and City.
- 9.C. **Powers of Member Agencies.** Nothing contained in this Agreement shall be construed as limiting in any manner the power of the Member Agencies, or other public agencies in the City or County, from initiating or completing a public project within its respective jurisdiction. The TCTC shall take no action to preclude, inhibit or discourage any appeal by any Member Agency, or other public agency in the City or County, to any public or private agency or individual, or the United States, the State of California, or any department, instrumentality, or agency thereof, for financial or other assistance, when eligibility for or receipt of such assistance is available to the respective agency without regard to the recommendation of the TCTC.

SECTION 10

PERSONNEL

- 10.A. Executive Director:** The Director of the Department of Public Works functions as the Executive Director of the TCTC. The Executive Director is responsible for the general administration of TCTC activities and policy oversight. The specific powers and duties of the Executive Director are identified in the Organization and Procedures Manual.
- 10.B. Deputy Director:** The Deputy Director may be empowered to perform the duties of the Executive Director and to sign routine correspondence and memorandums on behalf of the TCTC. The Deputy Director plans, organizes and manages the daily activities of the TCTC, and directs the Overall Work Programs implementation. The specific powers and duties of the Executive Director are identified in the Organization and Procedures Manual.
- 10.C. Other Personnel.** The Executive Director may assign other County employees, who work under the supervision of the Director of Public Works, to perform work for the TCTC. Upon request of the Executive Director, the City Administrator may assign City personnel to perform work for the TCTC.

TCTC work assigned to County and/or City employees should be programmed and approved in the TCTC's annual Work Programs and included in the TCTC's annual budgets. Compensation for the direct and indirect costs of work performed by County and City employees for the TCTC will be reimbursed to the respective Member Agency by the TCTC.

SECTION 11

TREASURER

- 11.A. Treasurer.** The Treasurer of the County shall be the Treasurer of the TCTC. The Treasurer shall:
- 11.A. (1) Receive and receipt all money of the TCTC and place it in the treasury of the County to the credit of the TCTC.
 - 11.A. (2) Be responsible upon the Treasurer's official bond for the safekeeping and disbursement of all TCTC money held by the Treasurer.
 - 11.A. (3) Pay any sums due from the TCTC from the TCTC funds held by the Treasurer or any portion thereof, upon warrants of the Auditor-Controller designated herein.
 - 11.A. (4) Verify and report in writing on the first day of July, October, January and April of each year to the TCTC and its Member Agencies, upon request by it, the amount of money the Treasurer holds for the TCTC, the amount of receipts and disbursements since the Treasurer's last report, and any interest accrued to those funds.

SECTION 12

AUDITOR-CONTROLLER

12.A. Auditor-Controller. The Auditor-Controller of the County shall be the Controller for the TCTC. The Auditor-Controller shall:

- 12.A. (1) Draw warrants to pay demands against the TCTC when the demands have been approved by the TCTC and/or the TCTC Executive Director. The Controller shall be responsible on the Controller's official bond for the Controller's approval of disbursements of the TCTC money.
- 12.A. (2) Keep and maintain records and books of account on the basis of generally accepted accounting practices.
- 12.A. (3) Make an audit of, or make available, all the financial records of the TCTC to a certified public accountant or public accountant contracted by the TCTC to make an audit of the accounts and records of the TCTC as required by Government Code Section 6505.

12.B. Approvals. The Executive Director of the TCTC and the Chairperson of the TCTC shall together have the power to approve the auditor demands against the TCTC. The Vice Chairperson of the TCTC shall be substituted in the absence or vacancy of the Chairperson. The Deputy Director of the TCTC shall be substituted in the absence or vacancy of the Executive Director.

SECTION 13

FINANCING AND SUPPORT

13.A. Financing. The Tuolumne County Transportation Council shall obtain its financing from funds provided by any public or private agency or individual, or the United States, the State of California or any department, instrumentality or agency thereof, having funds available for transportation purposes.

13.B. Fiscal Year. The fiscal year of the TCTC shall commence on July 1st of each year and shall terminate on June 30th of the following year.

13.C. Support from Member Agencies. The County and City, in the exercise of the reasonable discretion of their governing bodies, may provide support for the TCTC, its staff and its professional consultants, including but not limited to quarters, janitorial services and maintenance, supplies, printing and duplication, postage, utilities and transportation services.

13.D. Other Support. The TCTC shall apply for available private, State, Federal and local support funds, and shall make new and additional applications from time to time as appropriate.

13.E. Reimbursement to Member Agencies. The TCTC shall reimburse a Member Agency which provides personnel, including board members or other support, including but not limited to, services of the treasurer and auditor-controller, for the direct and indirect cost of such services and support, as determined by the Auditor of the respective Member Agency.

- 13.F. Liability.** Pursuant to Government Code Section 65081, the debts, liabilities and obligations of the TCTC shall be its own and shall not be or constitute debts, liabilities and obligations of the Member Agencies.

SECTION 14

TERMINATION AND DISSOLUTION

- 14.A. No Specific Term.** This Agreement shall continue in force without specific term.
- 14.B. Termination.** This Agreement may be terminated at any time by either Member Agency by giving at least thirty (30) days notice in writing prior to the date such termination becomes effective.
- 14.C. Continuation of Authority.** In the event of termination, the TCTC shall have continuing authority to take action upon all applications filed with it prior to receipt of the thirty (30) day notice of termination, and shall take action with respect thereto as required by the law, regulation or policy established by the entity or individual from which financial or other assistance is being sought by the application.
- 14.D. Distribution of Assets.** If this Agreement is terminated, all personal property owned by the TCTC shall be distributed to the Federal, State or local funding agency or party to this Agreement that supplied the property or whose funding provided for the acquisition of the property unless other distribution is provided by law. Should the origin of any personal property be undeterminable, that property shall be disbursed to the County.
- 14.E. Surplus Funds.** In the event of termination, all funds in the treasury and unencumbered shall be returned pro-rata to the entity or individual from which they were received unless return is refused, in which event the funds shall be disbursed to the Member Agencies in proportion to the size of the jurisdiction as delineated in the latest California Department of Finance estimate of population.
- 14.F. Continues in Effect Until Distribution.** This Agreement shall not terminate until all actions have been taken in accordance with this Section.

SECTION 15

MISCELLANEOUS

- 15.A. Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- 15.B. Severability.** Should any part, term, portion or provision of this Agreement be finally decided to be in conflict with any law of the United States, or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which the Member Agencies intended to enter into in the first instance.
- 15.C. Amendments.** After this Agreement becomes effective, it may be amended upon ratification by resolution of the Member Agencies.

- 15.D. **Headings.** The section titles and headings are for convenience only and are not to be construed as modifying or governing the text in the section to which the title and heading refers.
- 15.E. **Law Governing.** This Agreement is made in the State of California, County of Tuolumne.
- 15.F. **No Drafting Party.** The Member Agencies have jointly drafted, reviewed with counsel and approved this Agreement so no presumption against any Member Agency arising from the drafting of the Agreement may effect its interpretation.

SECTION 16

EFFECTIVE DATE OF AGREEMENT

- 16.A. **Effective Date.** This Agreement shall become effective upon ratification by resolution of the Tuolumne County Board of Supervisors and the City Council of the City of Sonora. From and after said date, the Agreement made establishing the Tuolumne County and Cities Area Planning Council, dated December 18, 1967, shall be superseded, replaced and terminated by this Agreement and shall be of no further force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement on the dates shown in the respective signature blocks.

COUNTY OF TUOLUMNE

Mark V. Hatcher 9/16/03
Chair, Board of Supervisors Date

Attest:

Alvin Jones
Clerk, Board of Supervisors

Approved as to Legal Form:

Paul Gault, Deputy 9/2/03
County Counsel Date

Approved as to Risk Management:

Eric L. 8/27/03
County Risk Manager Date

CITY OF SONORA

Paula Powell 9/2/03
Mayor, City of Sonora Date

Attest:

Maryann Smith 9/2/03
Clerk, Sonora City Council

Approved as to Legal Form:

Paul Hatcher 9/2/03
City Attorney Date

Approved as to Risk Management:

Eric L. 9/2/03
City Risk Manager Date

**Amended and Restated
Joint Powers Agreement
Establishing The
Tuolumne County Transportation Council**

THIS AMENDED AND RESTATED AGREEMENT ("Agreement") is made and entered into in the County of Tuolumne, State of California, this 6th day of July, 2010, by and between the City of Sonora and the County of Tuolumne, a political subdivision of the State of California, and is based upon the following recitals:

WITNESSETH:

Whereas, California Government Code section 6500 et seq. authorizes two or more public agencies, by a joint powers agreement entered into respectively by them and authorized by their legislative or governing bodies, to exercise jointly any power or powers common to the contracting parties; and

Whereas, Section 29532, of the California Government Code, authorizes local governmental agencies to establish a council of governments to act as a transportation planning agency; and

Whereas, the parties herein recognize that the County of Tuolumne and the City of Sonora are experiencing continued expansion and the development of formerly undeveloped areas; and

Whereas, by reason of this growth, transportation problems involving incorporated and unincorporated areas jointly are arising and are expected to increase in the future; and

Whereas, the parties herein recognize that there exists transportation planning problems which require area-wide consideration; and

Whereas, it is necessary and desirable that a single wholly independent agency be created with the capability of dealing with these area-wide transportation issues and problems; and

Whereas, the creation of such an agency is necessary to qualify the City, County and other agencies within Tuolumne County for certain State and Federal funds; and

Whereas, these needs and concerns led to the creation and establishment of the Tuolumne County and Cities Area Planning Council ("TCCAPC") on December 18, 1967 ("1967 Agreement"); and

Whereas, in accordance with the provisions of Article 11, of Chapter 2, of Division 3, of Title 3, of the Government Code, on July 20, 1972, the Secretary of the Business and Transportation Agency of the State of California designated the TCCAPC as the transportation planning agency for the County of Tuolumne; and

Whereas, on September 16, 2003, the Parties entered into a new Joint Powers Agreement ("2003 JPA"), which superseded the 1967 Agreement, in order to establish the duties and powers of a new entity, the Tuolumne County Transportation Council ("TCTC"), to succeed the powers and functions of the TCCAPC; and

Whereas, Regional Transportation Planning Agencies ("RTPAs") have the responsibility of developing both the Regional Transportation Plans and Regional Transportation Improvement Programs, and to implement these plans for the area within their respective jurisdictions; and

Whereas, the establishment of the TCTC has:

- a) Provided a forum for the discussion and study of area-wide transportation problems of mutual concern to the governmental entities in Tuolumne County;
- b) Provided for the establishment of an agency responsible for identifying, clarifying and planning for solutions to regional transportation problems requiring multi-jurisdictional cooperation;
- c) Provided for the establishment of an agency capable of developing regional plans and policies and performing area-wide transportation planning duties; and
- d) Facilitated eligibility for and receipt of State and Federal funds for transportation activities and projects.

Whereas, the Parties desire to amend and restate the 2003 JPA through this Agreement in order to establish changes in the employee organizational structure, provide for the hiring of employees that will directly serve at the pleasure of the TCTC, and to transfer the responsibilities of the Public Transportation System from the County Board of Supervisors to the TCTC.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION 1

STATEMENT OF PURPOSE

1.A. Specific Purposes. The City and the County have joined together to establish the TCTC for the following purposes:

- 1.A. (1) Provide a forum for discussion and study of county-wide transportation problems of mutual interest to the Member Agencies.
- 1.A. (2) Identify, inventory and comprehensively plan for the solution of regional transportation problems requiring multi-governmental cooperation.
- 1.A. (3) Facilitate actions and agreements among the Member Agencies' units for specific project development.
- 1.A. (4) Act as the lead planning, programming, monitoring and administrative agency for transportation projects and programs in Tuolumne County.
- 1.A. (5) Take action as necessary to qualify local transportation projects and programs for funding.
- 1.A. (6) Provide policy direction and general oversight and administration of the Public Transportation System.

SECTION 2

ESTABLISHMENT

- 2.A. Separate Entity.** Upon the effective date of this Agreement, the Parties hereto hereby establish the Tuolumne County Transportation Council, as a public entity separate and distinct from the Parties, as the entity to exercise the common powers provided for in this Agreement and to administer or otherwise execute this Agreement.
- 2.B. Continuation of Duties.** The Tuolumne County Transportation Council shall continue to function, without interruption in its duties, as the Regional Transportation Planning Agency ("RTPA"), as designated by the Secretary of Business and Transportation Agency of the State of California.

SECTION 3

COMPOSITION

- 3.A. Member Agencies.** The TCTC shall be composed of the City of Sonora and County of Tuolumne, together hereinafter referred to as the "Member Agencies".

SECTION 4

BOARD AND VOTING

- 4.A. Board.** The Tuolumne County Transportation Council, hereinafter referred to as the "TCTC", shall be governed by a board, four members of which shall be appointed by the Member Agencies, and the fifth member shall be appointed by a majority of the other four members.
- 4.B. Board Members.** Members of the governing board shall be appointed as follows:
- 4.B. (1) The County of Tuolumne shall have two (2) members who shall be members of and appointed by the Board of Supervisors.
 - 4.B. (2) The City of Sonora shall have two (2) members who shall be members of and appointed by the City Council.
 - 4.B. (3) The County and City TCTC Members shall appoint a "citizen" member who shall be a resident of Tuolumne County, living in the incorporated or unincorporated area. The fifth member shall be impartially chosen to represent the interest of both the City and County without partiality for either such entity or special interests thereof.
- 4.C. Voting.** Each TCTC Member or Alternate shall be entitled to one vote on all matters coming before the TCTC; provided such votes of Member Agency representatives are subject to any necessary and legal approval of their acts by their respective Member Agency governing body.
- 4.D. Alternate Representatives.** Each Member Agency shall designate at least one alternate representative for each board member appointed by that Member Agency. Said alternates shall be members of and appointed by their respective Member Agency's governing body. The County alternate(s) may represent either County member and the City alternate(s) may

represent either City member. The Member Agencies may designate more than one alternate for each representative, as deemed prudent by that Member Agency.

An alternate(s) for the "citizen" member may be appointed by a majority of the City and County TCTC members. As with the "citizen" member, the alternate(s) shall be a resident of Tuolumne County, living in the incorporated or unincorporated area, and impartially chosen to represent the interest of both the City and County without partiality for either such entity or special interests thereof. Due to the technical nature of items before the TCTC, appointed members of the Citizens Advisory Committee should be given consideration as the TCTC Citizen Member Alternate.

To be eligible to cast the vote of the TCTC Member, an Alternate must be designated, and notice of said designation given to the Executive Director at least twenty-four (24) hours prior to the first meeting at which that alternate is to attend on behalf of the appointed TCTC member.

SECTION 5

TERM OF OFFICE

- 5.A. Elected Officials.** The term of office of each TCTC member and alternate for that member shall correspond with the board member's term of office on the legislative body he or she represents, or until such board member or alternate is removed by the legislative body making the appointment.
- 5.B. Citizen Member.** The term of office of the "citizen" board member shall be four years and may serve additional terms if reappointed by a majority vote of the other TCTC members. The "citizen" member may removed at any time by a majority vote of the other TCTC members.
- 5.C. Vacancies.** Vacancies shall occur as provided for in the California Government Code for public officers. Vacancies shall be filled in the same manner as an initial appointment.

SECTION 6

QUORUM AND MAJORITY REQUIREMENTS

- 6.A. Quorum and Majority Requirements.** The presence of at least three TCTC members or their alternates shall constitute a quorum. A quorum shall be necessary for the purpose of conducting official business. Except as otherwise required by law, a majority vote of those present shall be required to take any action.

SECTION 7

PUBLIC MEETINGS

- 7.A. Meeting Time and Place.** The Tuolumne County Transportation Council shall establish a time and place for regular meetings. Regular meetings of the TCTC shall be held at least once every quarter. All meetings shall be conducted in accordance with the Ralph M. Brown Act, California Government Code, Section 54950 et seq.

SECTION 8

COMMITTEES

- 8.A.** The Tuolumne County Transportation Council shall establish the following committees:
- 8.A. (1) **Technical Advisory Committee.** The Technical Advisory Committee (TAC) shall act as a clearinghouse and technical review body for all items to be considered by the TCTC.
 - 8.A. (2) **Citizens Advisory Committee.** The Citizens Advisory Committee (CAC) shall act as an advisory committee to the TCTC on all matters relating to the regional transportation system.
 - 8.A. (3) **Social Services Transportation Advisory Council.** The Social Services Transportation Advisory Council (SSTAC) shall act as an advisory committee to the TCTC on all matters pertaining to the transit needs of transit dependent and transit disadvantaged persons. The input of this committee shall be considered and made an integral part of the annual "unmet transit needs" hearing and findings process of the TCTC.
- 8.B. Other Committees.** The TCTC may establish and maintain other committees as it deems necessary or convenient for the exercise of its powers and functions.
- 8.C. Committee Creation.** Each committee shall be created and operated in accordance with the bylaws of the TCTC, except the Social Services Transportation Advisory Council, which is subject to the requirements of Public Utilities Code Section 99238.

SECTION 9

POWERS AND FUNCTIONS

- 9.A. Powers and Functions.** The Tuolumne County Transportation Council shall function as a public entity separate from the Member Agencies. The TCTC shall have the common power of the Member Agencies to establish and administer an independent area transportation planning agency and, in the exercise of that power, when required to discharge any statutory or regulatory duty or power imposed on or delegated to the TCTC, the Tuolumne County Transportation Council is authorized in its own name to:
- 9.A. (1) Adopt bylaws for the election of officers and other matters concerning its governance, and adopt rules and regulations for the administration of its functions. The bylaws shall provide for the positions of chairperson and vice chairperson to be elected annually.
 - 9.A. (2) Take actions as necessary to fulfill obligations required by any public or private agency or individual, or the United States, the State of California, or any department, instrumentality, or agency thereof, for the TCTC, or any Member Agency or other funding applicant being eligible to receive funds for transportation purposes.
 - 9.A. (3) Employ agents and employees.
 - 9.A. (4) Administer the Public Transportation System for the Tuolumne County Region.

- 9.A. (5) Contract for professional services unable to be performed by TCTC staff or by those personnel provided to the TCTC by the Member Agencies.
- 9.A. (6) Make and enter into contracts.
- 9.A. (7) Acquire, improve, hold, lease, convey and dispose of real and personal property of all types.
- 9.A. (8) Incur debts, obligations and liabilities.
- 9.A. (9) Accept contributions, grants or loans for financing its activities.
- 9.A. (10) Invest money that is not needed for immediate necessities, in the same manner and upon the same conditions as other local entities in accordance with Section 53601 of the California Government Code.
- 9.A. (11) Reimburse TCTC members, alternates and TCTC employees for all reasonable expenses and costs relating to official business of the TCTC.
- 9.A. (12) Do all other acts reasonable and necessary to carry out the purposes of this Agreement.
- 9.A. (13) Sue and be sued, in its own name only, but not in the name or stead of any Member Agency.
- 9.A. (14) Establish and maintain such committees as it deems necessary for the performance of its responsibilities.
- 9.A. (15) The powers to be exercised by the Tuolumne County Transportation Council are subject to such restrictions upon the manner of exercising such powers as are imposed upon the Member Agencies in the exercise of similar powers. The TCTC shall be held strictly accountable for all funds received, held and disbursed by it.
- 9.A. (16) Seek designation as necessary from any public or private agency or individual, or the United States, the State of California, or any department, instrumentality, or agency thereof, having funds available for transportation purposes, as the local agency with authority over transportation planning within the combined jurisdictions of the Member Agencies, when action or participation by such a combined agency is required for the TCTC, Member Agencies or other funding applicant to receive such funds.
- 9.A. (17) File, with 30 days of the effective date of this Agreement, a Notice of Agreement with the office of the California Secretary of State, pursuant to California Government Code, Section 6503.5.

9.B. Manner of Exercising Power. Pursuant to Government Code section 6509, the powers of the TCTC are subject to the restrictions in the manner of exercising such powers of one of the Member Agencies. The County of Tuolumne is hereby designated as that Member Agency.

- 9.C. Powers of Member Agencies.** Nothing contained in this Agreement shall be construed as limiting in any manner the power of the Member Agencies, or other public agencies in the City or County, from initiating or completing a public project within its respective jurisdiction. The TCTC shall take no action to preclude, inhibit or discourage any appeal by any Member Agency, or other public agency in the City or County, to any public or private agency or individual, or the United States, the State of California, or any department, instrumentality, or agency thereof, for financial or other assistance, when eligibility for or receipt of such assistance is available to the respective agency without regard to the recommendation of the TCTC.

SECTION 10

PERSONNEL

- 10.A. Executive Director:** The Executive Director is responsible for the general administration of TCTC activities and policy oversight.

The Executive Director plans, organizes and manages the daily activities of the TCTC and its staff, and directs the Overall Work Programs implementation. The specific powers and duties of the Executive Director are identified in the TCTC Organization and Procedures Manual.

- 10.B. Other Personnel.**

Additional professional and administrative staff will serve as employees of the TCTC to provide the support needed to carry out TCTC's responsibilities as the regional transportation planning agency for the Tuolumne County Region. TCTC employees are "at will" and serve at the pleasure, and under the direct supervision, of the Executive Director. The specific positions and their duties and responsibilities are identified in the TCTC Organization and Procedures Manual.

Upon request of the Executive Director, the County Administrative Officer or City Manager may assign County or City personnel to perform work for the TCTC..

TCTC work assigned to County and/or City employees should be programmed and approved in the TCTC's annual Overall Work Programs and included in the TCTC's annual budgets. Compensation for the direct and indirect costs of work performed for the TCTC by County and City employees will be reimbursed to the respective Member Agency by the TCTC at the rate mutually agreed upon in advance.

The TCTC may annually negotiate an agreement with the Member Agencies for services that may include, but are not limited to, Treasurer, Auditor-Controller, Legal Services, Information Technology (IT) and Human Resources.

SECTION 11

TREASURER

- 11.A. Treasurer.** The Treasurer of the County shall be the Treasurer of the TCTC. The Treasurer shall:

- 11.A. (1) Receive and receipt all money of the TCTC and place it in the treasury of the County to the credit of the TCTC.

- 11.A. (2) Be responsible upon the Treasurer's official bond for the safekeeping and disbursement of all TCTC money held by the Treasurer.
- 11.A. (3) Pay any sums due from the TCTC from the TCTC funds held by the Treasurer or any portion thereof, upon warrants of the Auditor-Controller designated herein.
- 11.A. (4) Verify and report in writing on the first day of July, October, January and April of each year to the TCTC and its Member Agencies, upon request by it, the amount of money the Treasurer holds for the TCTC, the amount of receipts and disbursements since the Treasurer's last report, and any interest accrued to those funds.

SECTION 12

AUDITOR-CONTROLLER

12.A. Auditor-Controller. The Auditor-Controller of the County shall be the Controller for the TCTC. The Auditor-Controller shall:

- 12.A. (1) Draw warrants to pay demands against the TCTC when the demands have been approved by the TCTC and/or the TCTC Executive Director. The Controller shall be responsible on the Controller's official bond for the Controller's approval of disbursements of the TCTC money.
- 12.A. (2) Keep and maintain records and books of account on the basis of generally accepted accounting practices.
- 12.A. (3) Make an audit of, or make available, all the financial records of the TCTC to a certified public accountant or public accountant contracted by the TCTC to make an audit of the accounts and records of the TCTC as required by Government Code Section 6505.

12.B. Approvals. The Executive Director of the TCTC and the Chairperson of the TCTC shall together have the power to approve the auditor demands against the TCTC. The Vice Chairperson of the TCTC shall be substituted in the absence or vacancy of the Chairperson. The Transportation Program Coordinator of the TCTC shall be substituted in the absence or vacancy of the Executive Director.

SECTION 13

COMPENSATION

13.A. The TCTC shall determine the compensation of, and pay from TCTC funds (including payment from funds which the TCTC may receive from time to time in the form of Federal and State grants) the salaries, wages, fees and other compensation of such planning, engineering, legal, financial or other technical and professional personnel, consultants and other employees of the TCTC.

SECTION 14

ANNUAL BUDGET

- 14.A.** On or before May 1st each year, the TCTC shall prepare budget estimates of the expenses of conducting the TCTC and Public Transportation System for the ensuing fiscal year.
- 14.B.** The budget estimates shall be in such form as the TCTC may prescribe using the guidelines of the California State Controller. The budget estimates shall contain a summary of the fiscal policy of the TCTC for the budget year and shall include data showing the relation between the total proposed expenditures and the total anticipated income or other means of financing the budgets for the ensuing year, contrasted with the corresponding data for the current year. The budget estimates may include unappropriated balance items to be available for appropriation in the ensuing fiscal year to meet contingencies other than contingencies resulting from temporary insufficiencies in the revenues of the TCTC and Public Transportation System.
- 14.C.** After preparation of the budget estimates, the TCTC shall fix a time and place for hearing by the TCTC thereon. The TCTC shall cause notice of such hearing to be published at least ten (10) days prior to the date set for hearing in a newspaper of general circulation in the area pursuant to Sections 6060 and 6061 of the Government Code, and shall give mailed notice of such hearing to each Member Agency.

At the budget hearing, the TCTC may increase or decrease any item in the budget estimates and may delete any item therefrom or add any new item thereto.

Upon the conclusion of the budget hearing and not later than July 1st of each year, the TCTC shall approve the budget estimates, as revised by the TCTC, and thereupon the same shall constitute the final budgets for the ensuing fiscal year.

The several items of the final budgets shall be deemed appropriated for the ensuing fiscal year in the amounts and for the purposes specified in the final budgets.

SECTION 15

FINANCING AND SUPPORT

- 15.A. Financing.** The Tuolumne County Transportation Council shall obtain its financing from funds provided by any public or private agency or individual, or the United States, the State of California or any department, instrumentality or agency thereof, having funds available for transportation purposes.
- 15.B. Fiscal Year.** The fiscal year of the TCTC shall commence on July 1st of each year and shall terminate on June 30th of the following year.
- 15.C. Support from Member Agencies.** The County and City, in the exercise of the reasonable discretion of their governing bodies, may provide support for the TCTC, its staff and its professional consultants, including, but not limited to, quarters, janitorial services and maintenance, supplies, printing and duplication, postage, utilities and transportation services.
- 15.D. Other Support.** The TCTC shall apply for available private, State, Federal and local support funds, and shall make new and additional applications from time to time as appropriate.
- 15.E. Reimbursement to Member Agencies.** The TCTC shall reimburse a Member Agency which provides personnel, including board members or other support, that may include, but

not be limited to, services of the treasurer, auditor-controller, legal services, human resources or information technology (IT) support, for the direct and indirect cost of such services and support, as agreed upon between the TCTC and the respective Member Agency.

- 15.F. Liability.** Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the TCTC shall be its own and shall not be or constitute debts, liabilities and obligations of the Member Agencies.

SECTION 16

RECORDS AND ACCOUNTS

- 16.A.** The TCTC shall cause to be kept accurate and correct books of account, showing in detail the costs of administration, bond interest, bond redemption, operation and maintenance, and all financial transactions of the TCTC. Said books of account shall be open to inspection at all times by any representative of any of the parties hereto, or by any accountant or other person authorized by any party hereto to inspect said books of account. The Auditor-Controller shall, in accordance with Section 6505 of the Government Code, cause the books of account and other financial records of the TCTC to be audited annually. The financial transactions of the TCTC shall be accounted for separately and its records kept for the period of time required under applicable laws and regulations.

SECTION 17

TERMINATION AND DISSOLUTION

- 17.A. No Specific Term.** This Agreement shall continue in force without specific term.
- 17.B. Termination.** This Agreement may be terminated at any time by either Member Agency by giving at least thirty (30) days' notice in writing prior to the date such termination becomes effective.
- 17.C. Continuation of Authority.** In the event of termination, the TCTC shall have continuing authority to take action upon all applications filed with it prior to receipt of the thirty (30) day notice of termination, and shall take action with respect thereto as required by the law, regulation or policy established by the entity or individual from which financial or other assistance is being sought by the application.
- 17.D. Distribution of Assets.** If this Agreement is terminated, all personal property owned by the TCTC shall be distributed to the Federal, State or local funding agency or party to this Agreement that supplied the property or whose funding provided for the acquisition of the property unless other distribution is provided by law. Should the origin of any personal property be undeterminable, that property shall be liquidated and disbursed to the Member Agencies in proportion to the size of the jurisdiction as delineated in the latest California Department of Finance estimate of population.
- 17.E. Surplus Funds.** In the event of termination, all funds in the treasury and unencumbered shall be returned pro-rata to the entity or individual from which they were received unless return is refused, in which event the funds shall be disbursed to the Member Agencies in proportion to the size of the jurisdiction as delineated in the latest California Department of Finance estimate of population.

- 17.F. Continues in Effect Until Distribution.** This Agreement shall not terminate until all actions have been taken in accordance with this Section.

SECTION 18

MISCELLANEOUS

- 18.A. Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- 18.B. Severability.** Should any part, term, portion or provision of this Agreement be finally decided to be in conflict with any law of the United States, or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which the Member Agencies intended to enter into in the first instance.
- 18.C. Amendments.** After this Agreement becomes effective, it may be amended upon ratification by resolution of the Member Agencies.
- 18.D. Headings.** The section titles and headings are for convenience only and are not to be construed as modifying or governing the text in the section to which the title and heading refers.
- 18.E. Law Governing.** This Agreement is made in the State of California, County of Tuolumne.
- 18.F. No Drafting Party.** The Member Agencies have jointly drafted, reviewed with counsel and approved this Agreement so no presumption against any Member Agency arising from the drafting of the Agreement may effect its interpretation.

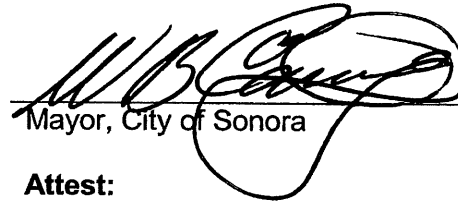
SECTION 19**EFFECTIVE DATE OF AGREEMENT**

19.A. Effective Date. This Agreement shall become effective upon ratification by resolution of the Tuolumne County Board of Supervisors and the City Council of the City of Sonora.

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement on the dates shown in the respective signature blocks.

COUNTY OF TUOLUMNE**CITY OF SONORA**


 Chair, Board of Supervisors 7/6/10
 Date

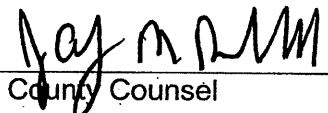

 Mayor, City of Sonora 7-6-10
 Date

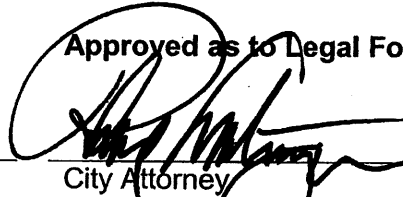
Attest:**Attest:**


 Clerk, Board of Supervisors

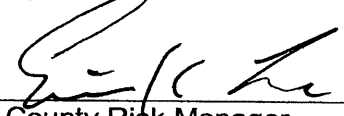

 Clerk, Sonora City Council 7/6/10

Approved as to Legal Form:**Approved as to Legal Form:**


 County Counsel 6/28/10
 Date


 City Attorney 7/6/10
 Date

Approved as to Risk Management:**Approved as to Risk Management:**


 County Risk Manager 6/28/10
 Date


 City Risk Manager 7/6/10
 Date

P:\TRANSPORTATION\TCTC\Joint Powers Agreement\Separation from County\JPA, amendment 6-15-10.doc

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

By: 
 ALICIA L. JAMAR
 Clerk of the Board

STATE OF CALIFORNIA

RONALD REAGAN, Governor

BUSINESS AND TRANSPORTATION AGENCY

120 N STREET, P.O. BOX 1139, SACRAMENTO, 95805 (916) 445-1331

**DEPARTMENTS OF THE AGENCY**

Alcoholic Beverage Control
 Banking
 Corporations
 Housing and Community
 Development
 Insurance
 Real Estate
 Savings and Loan
 Aeronautics
 California Highway Patrol
 Motor Vehicles
 Public Works

FRANK J. WALTON
 Secretary

TERRY CHAMBERS
 Assistant Secretary

July 20, 1972

Mr. Ernest J. Conde, Secretary
 Tuolumne County & Cities Area Planning
 Council
 41 W. Yaney Avenue
 Sonora, CA 95370

Dear Mr. Conde:

In accordance with the provisions of Article 11 of Chapter 2 of Division 3 of Title 3 of the Government Code, as enacted in California Statutes Chapter 1400 of the 1971 Regular Session and Chapter 3 of Title 21 of the Administrative Code adopted June 8, 1972, I do hereby designate the Tuolumne County & Cities Area Planning Council as the transportation planning agency for the County of Tuolumne.

The effective date of this designation shall be the date hereof and shall remain effective until rescinded.

The County Auditor is being advised that the Tuolumne County & Cities Area Planning Council has been so designated.

Sincerely,

FRANK J. WALTON
 Secretary

RECEIVED
 OCT 21 1992
 DEPARTMENT OF TRANSPORTATION
 AND ENGINEERING SERVICES
 ROAD OPERATIONS

REC'D AUG 2 1972



SECRETARY OF STATE
KEVIN SHELLEY
 STATE OF CALIFORNIA

November 24, 2003

Peter M. Rei, Exec. Director
 Tuolumne County Transportation Council
 2 South Green St.
 Sonora, CA 95370

The purpose of this letter is to acknowledge the filing in this office of a Notice of a Joint Powers Agreement for Tuolumne County Transportation Council pursuant to California Government Code Section 6503.5 or 6503.7. This was filed as of November 14, 2003 and assigned file number 8171.

In the future, if additional information concerning the Joint Powers is to be reported to the Secretary of State's Office, the Amendment to a Joint Powers Agreement form can be downloaded from our website at www.ss.ca.gov

If it is determined that this entity meets the requirements for inclusion on the Statement of Facts Roster of Public Agencies pursuant to Government Code Section 53051, please complete the Statement of Facts form which can be downloaded from the above listed web address and submit it for filing.

Sincerely,

Special Filings Unit

FYI	ACTION	
_____	_____	BUSINESS
_____	_____	EDD
_____	_____	ENGINEERING
_____	_____	ROADS
_____	_____	SOLID WASTE
_____	☒	SURVEY
_____	_____	TRANSPORTATION
_____	_____	OTHER

RECEIVED
 COUNTY OF TUOLUMNE
 NOV 20 2003
 DEPARTMENT OF PUBLIC WORKS

Amended and Restated Joint Powers Agreement Establishing The Tuolumne County Transportation Council

THIS AMENDED AND RESTATED AGREEMENT ("Agreement") is made and entered into in the County of Tuolumne, State of California, this 16 day of August, 2011, by and between the City of Sonora and the County of Tuolumne, a political subdivision of the State of California, and is based upon the following recitals:

WITNESSETH:

Whereas, California Government Code section 6500 et seq. authorizes two or more public agencies, by a joint powers agreement entered into respectively by them and authorized by their legislative or governing bodies, to exercise jointly any power or powers common to the contracting parties; and

Whereas, Section 29532, of the California Government Code, authorizes local governmental agencies to establish a council of governments to act as a transportation planning agency; and

Whereas, the parties herein recognize that the County of Tuolumne and the City of Sonora are experiencing continued expansion and the development of formerly undeveloped areas; and

Whereas, by reason of this growth, transportation problems involving incorporated and unincorporated areas jointly are arising and are expected to increase in the future; and

Whereas, the parties herein recognize that there exists transportation planning problems which require area-wide consideration; and

Whereas, it is necessary and desirable that a single wholly independent agency be created with the capability of dealing with these area-wide transportation issues and problems; and

Whereas, the creation of such an agency is necessary to qualify the City, County and other agencies within Tuolumne County for certain State and Federal funds; and

Whereas, these needs and concerns led to the creation and establishment of the Tuolumne County and Cities Area Planning Council ("TCCAPC") on December 18, 1967 ("1967 Agreement"); and

Whereas, in accordance with the provisions of Article 11, of Chapter 2, of Division 3, of Title 3, of the Government Code, on July 20, 1972, the Secretary of the Business and Transportation Agency of the State of California designated the TCCAPC as the transportation planning agency for the County of Tuolumne; and

Whereas, the scope of authority and duties of a local transportation planning agency have significantly expanded since the creation of the TCCAPC; and

Whereas, on September 16, 2003, the Parties entered into a new Joint Powers Agreement ("2003 JPA"), which superseded the 1967 Agreement, in order to establish the duties and powers of a new entity, the Tuolumne County Transportation Council ("TCTC"), to succeed the powers and functions of the TCCAPC; and

Whereas, Regional Transportation Planning Agencies (“RTPAs”) have the responsibility of developing both the Regional Transportation Plans and Regional Transportation Improvement Programs, and to implement these plans for the area within their respective jurisdictions; and

Whereas, the establishment of the TCTC has:

- a) Provided a forum for the discussion and study of area-wide transportation problems of mutual concern to the governmental entities in Tuolumne County;
- b) Provided for the establishment of an agency responsible for identifying, clarifying and planning for solutions to regional transportation problems requiring multi-jurisdictional cooperation;
- c) Provided for the establishment of an agency capable of developing regional plans and policies and performing area-wide transportation planning duties; and
- d) Facilitated eligibility for and receipt of State and Federal funds for transportation activities and projects; and

Whereas, on July 6, 2010, the Parties amended the 2003 JPA to establish changes in the employee organizational structure, provide for the hiring of employees that will directly serve at the pleasure of the TCTC, and to transfer the responsibilities of the Public Transportation System from the County Board of Supervisors to the TCTC (“2010 JPA”); and

Whereas, the Parties, at this time, desire to amend and restate that certain 2010 JPA through this Agreement in order to transfer the responsibilities of the Public Transportation System from the TCTC to the Tuolumne County Transit Agency.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION 1

STATEMENT OF PURPOSE

1.A. Specific Purposes. The City and the County have joined together to establish the TCTC for the following purposes:

- 1.A. (1) Provide a forum for discussion and study of county-wide transportation problems of mutual interest to the Member Agencies.
- 1.A. (2) Identify, inventory and comprehensively plan for the solution of regional transportation problems requiring multi-governmental cooperation.
- 1.A. (3) Facilitate actions and agreements among the Member Agencies’ units for specific project development.
- 1.A. (4) Act as the lead planning, programming, monitoring and administrative agency for transportation projects and programs in Tuolumne County.
- 1.A. (5) Take action as necessary to qualify local transportation projects and programs for funding.

SECTION 2

ESTABLISHMENT

- 2.A. Separate Entity.** Upon the effective date of this Agreement, the Parties hereto hereby establish the Tuolumne County Transportation Council, as a public entity separate and distinct from the Parties, as the entity to exercise the common powers provided for in this Agreement and to administer or otherwise execute this Agreement.
- 2.B. Continuation of Duties.** The Tuolumne County Transportation Council shall continue to function, without interruption in its duties, as the Regional Transportation Planning Agency ("RTPA"), as designated by the Secretary of Business and Transportation Agency of the State of California.

SECTION 3

COMPOSITION

- 3.A. Member Agencies.** The TCTC shall be composed of the City of Sonora and County of Tuolumne, together hereinafter referred to as the "Member Agencies".

SECTION 4

BOARD AND VOTING

- 4.A. Board.** The Tuolumne County Transportation Council, hereinafter referred to as the "TCTC", shall be governed by a board, four members of which shall be appointed by the Member Agencies, and the fifth member shall be appointed by a majority of the other four members.
- 4.B. Board Members.** Members of the governing board shall be appointed as follows:
- 4.B. (1) The County of Tuolumne shall have two (2) members who shall be members of and appointed by the Board of Supervisors.
 - 4.B. (2) The City of Sonora shall have two (2) members who shall be members of and appointed by the City Council.
 - 4.B. (3) The County and City TCTC Members shall appoint a "citizen" member who shall be a resident of Tuolumne County, living in the incorporated or unincorporated area. The fifth member shall be impartially chosen to represent the interest of both the City and County without partiality for either such entity or special interests thereof.
- 4.C. Voting.** Each TCTC Member or Alternate shall be entitled to one vote on all matters coming before the TCTC; provided such votes of Member Agency representatives are subject to any necessary and legal approval of their acts by their respective Member Agency governing body.
- 4.D. Alternate Representatives.** Each Member Agency shall designate at least one alternate representative for each board member appointed by that Member Agency. Said alternates shall be members of and appointed by their respective Member Agency's governing body.

The County alternate(s) may represent either County member and the City alternate(s) may represent either City member. The Member Agencies may designate more than one alternate for each representative, as deemed prudent by that Member Agency.

An alternate(s) for the "citizen" member may be appointed by a majority of the City and County TCTC members. As with the "citizen" member, the alternate(s) shall be a resident of Tuolumne County, living in the incorporated or unincorporated area, and impartially chosen to represent the interest of both the City and County without partiality for either such entity or special interests thereof. Due to the technical nature of items before the TCTC, appointed members of the Citizens Advisory Committee should be given consideration as the TCTC Citizen Member Alternate.

To be eligible to cast the vote of the TCTC Member, an Alternate must be designated, and notice of said designation given to the Executive Director at least twenty-four (24) hours prior to the first meeting at which that alternate is to attend on behalf of the appointed TCTC member.

SECTION 5

TERM OF OFFICE

- 5.A. Elected Officials.** The term of office of each TCTC member and alternate for that member shall correspond with the board member's term of office on the legislative body he or she represents, or until such board member or alternate is removed by the legislative body making the appointment.
- 5.B. Citizen Member.** The term of office of the "citizen" board member shall be four years and may serve additional terms if reappointed by a majority vote of the other TCTC members. The "citizen" member may be removed at any time by a majority vote of the other TCTC members.
- 5.C. Vacancies.** Vacancies shall occur as provided for in the California Government Code for public officers. Vacancies shall be filled in the same manner as an initial appointment.

SECTION 6

QUORUM AND MAJORITY REQUIREMENTS

- 6.A. Quorum and Majority Requirements.** The presence of at least three TCTC members or their alternates shall constitute a quorum. A quorum shall be necessary for the purpose of conducting official business. Except as otherwise required by law, a majority vote of those present shall be required to take any action.

SECTION 7

PUBLIC MEETINGS

- 7.A. Meeting Time and Place.** The Tuolumne County Transportation Council shall establish a time and place for regular meetings. Regular meetings of the TCTC shall be held at least once every quarter. All meetings shall be conducted in accordance with the Ralph M. Brown Act, California Government Code, Section 54950 et seq.

SECTION 8

COMMITTEES

8.A. The Tuolumne County Transportation Council shall establish the following committees:

- 8.A. (1) **Technical Advisory Committee.** The Technical Advisory Committee (TAC) shall act as a clearinghouse and technical review body for all items to be considered by the TCTC.
- 8.A. (2) **Citizens Advisory Committee.** The Citizens Advisory Committee (CAC) shall act as an advisory committee to the TCTC on all matters relating to the regional transportation system.
- 8.A. (3) **Social Services Transportation Advisory Council.** The Social Services Transportation Advisory Council (SSTAC) shall act as an advisory committee to the TCTC on all matters pertaining to the transit needs of transit dependent and transit disadvantaged persons. The input of this committee shall be considered and made an integral part of the annual "unmet transit needs" hearing and findings process of the TCTC.

8.B. Other Committees. The TCTC may establish and maintain other committees as it deems necessary or convenient for the exercise of its powers and functions.

8.C. Committee Creation. Each committee shall be created and operated in accordance with the bylaws of the TCTC, except the Social Services Transportation Advisory Council, which is subject to the requirements of Public Utilities Code Section 99238.

SECTION 9

POWERS AND FUNCTIONS

9.A. Powers and Functions. The Tuolumne County Transportation Council shall function as a public entity separate from the Member Agencies. The TCTC shall have the common power of the Member Agencies to establish and administer an independent area transportation planning agency and, in the exercise of that power, when required to discharge any statutory or regulatory duty or power imposed on or delegated to the TCTC, the Tuolumne County Transportation Council is authorized in its own name to:

- 9.A. (1) Adopt bylaws for the election of officers and other matters concerning its governance, and adopt rules and regulations for the administration of its functions. The bylaws shall provide for the positions of chairperson and vice chairperson to be elected annually.
- 9.A. (2) Take actions as necessary to fulfill obligations required by any public or private agency or individual, or the United States, the State of California, or any department, instrumentality, or agency thereof, for the TCTC, or any Member Agency or other funding applicant being eligible to receive funds for transportation purposes.
- 9.A. (3) Employ agents and employees.

- 9.A. (4) Contract for professional services unable to be performed by TCTC staff or by those personnel provided to the TCTC by the Member Agencies.
- 9.A. (5) Make and enter into contracts.
- 9.A. (6) Acquire, improve, hold, lease, convey and dispose of real and personal property of all types.
- 9.A. (7) Incur debts, obligations and liabilities.
- 9.A. (8) Accept contributions, grants or loans for financing its activities.
- 9.A. (9) Invest money that is not needed for immediate necessities, in the same manner and upon the same conditions as other local entities in accordance with Section 53601 of the California Government Code.
- 9.A. (10) Reimburse TCTC members, alternates and TCTC employees for all reasonable expenses and costs relating to official business of the TCTC.
- 9.A. (11) Do all other acts reasonable and necessary to carry out the purposes of this Agreement.
- 9.A. (12) Sue and be sued, in its own name only, but not in the name or stead of any Member Agency.
- 9.A. (13) Establish and maintain such committees as it deems necessary for the performance of its responsibilities.
- 9.A. (14) The powers to be exercised by the Tuolumne County Transportation Council are subject to such restrictions upon the manner of exercising such powers as are imposed upon the Member Agencies in the exercise of similar powers. The TCTC shall be held strictly accountable for all funds received, held and disbursed by it.
- 9.A. (15) Seek designation as necessary from any public or private agency or individual, or the United States, the State of California, or any department, instrumentality, or agency thereof, having funds available for transportation purposes, as the local agency with authority over transportation planning within the combined jurisdictions of the Member Agencies, when action or participation by such a combined agency is required for the TCTC, Member Agencies or other funding applicant to receive such funds.
- 9.A. (16) File, within 30 days of the effective date of this Agreement, a Notice of Agreement/Amendment with the office of the California Secretary of State and the California State Controller's Office, pursuant to California Government Code sections 6503.5 and 6503.6.

9.B. Manner of Exercising Power. Pursuant to Government Code section 6509, the powers of the TCTC are subject to the restrictions in the manner of exercising such powers of one of the Member Agencies. The County of Tuolumne is hereby designated as that Member Agency.

- 9.C. Powers of Member Agencies.** Nothing contained in this Agreement shall be construed as limiting in any manner the power of the Member Agencies, or other public agencies in the City or County, from initiating or completing a public project within its respective jurisdiction. The TCTC shall take no action to preclude, inhibit or discourage any appeal by any Member Agency, or other public agency in the City or County, to any public or private agency or individual, or the United States, the State of California, or any department, instrumentality, or agency thereof, for financial or other assistance, when eligibility for or receipt of such assistance is available to the respective agency without regard to the recommendation of the TCTC.

SECTION 10

PERSONNEL

- 10.A. Executive Director:** The Executive Director is responsible for the general administration of TCTC activities and policy oversight.

The Executive Director plans, organizes and manages the daily activities of the TCTC and its staff, and directs the Overall Work Programs implementation. The specific powers and duties of the Executive Director are identified in the TCTC Organization and Procedures Manual.

- 10.B. Other Personnel.**

Additional professional and administrative staff will serve as employees of the TCTC to provide the support needed to carry out TCTC's responsibilities as the regional transportation planning agency for the Tuolumne County Region. TCTC employees will work under the direct supervision of the Executive Director. The specific positions and their duties and responsibilities are identified in the TCTC Organization and Procedures Manual.

Upon request of the Executive Director, the County Administrative Officer or City Manager may assign County or City personnel to perform work for the TCTC.

TCTC work assigned to County and/or City employees should be programmed and approved in the TCTC's annual Overall Work Programs and included in the TCTC's annual budgets. Compensation for the direct and indirect costs of work performed for the TCTC by County and City employees will be reimbursed to the respective Member Agency by the TCTC at the rate mutually agreed upon in advance.

The TCTC may annually negotiate an agreement with the Member Agencies for services that may include, but are not limited to, Treasurer, Auditor-Controller, Legal Services, Information Technology (IT) and Human Resources.

SECTION 11

TREASURER

- 11.A. Treasurer.** The Treasurer of the County shall be the Treasurer of the TCTC. The Treasurer shall:

- 11.A. (1) Receive and receipt all money of the TCTC and place it in the treasury of the County to the credit of the TCTC.

- 11.A. (2) Be responsible upon the Treasurer's official bond for the safekeeping and disbursement of all TCTC money held by the Treasurer.
- 11.A. (3) Pay any sums due from the TCTC from the TCTC funds held by the Treasurer or any portion thereof, upon warrants of the Auditor-Controller designated herein.
- 11.A. (4) Verify and report in writing on the first day of July, October, January and April of each year to the TCTC and its Member Agencies, upon request by it, the amount of money the Treasurer holds for the TCTC, the amount of receipts and disbursements since the Treasurer's last report, and any interest accrued to those funds.

SECTION 12

AUDITOR-CONTROLLER

12.A. Auditor-Controller. The Auditor-Controller of the County shall be the Controller for the TCTC. The Auditor-Controller shall:

- 12.A. (1) Draw warrants to pay demands against the TCTC when the demands have been approved by the TCTC and/or the TCTC Executive Director. The Controller shall be responsible on the Controller's official bond for the Controller's approval of disbursements of the TCTC money.
- 12.A. (2) Keep and maintain records and books of account on the basis of generally accepted accounting practices.
- 12.A. (3) Make an audit of, or make available, all the financial records of the TCTC to a certified public accountant or public accountant contracted by the TCTC to make an audit of the accounts and records of the TCTC as required by Government Code Section 6505.

12.B. Approvals. The Executive Director of the TCTC and the Chairperson of the TCTC shall together have the power to approve the auditor demands against the TCTC. The Vice Chairperson of the TCTC shall be substituted in the absence or vacancy of the Chairperson. The Transportation Program Coordinator of the TCTC shall be substituted in the absence or vacancy of the Executive Director.

SECTION 13

COMPENSATION

13.A. The TCTC shall determine the compensation of, and pay from TCTC funds (including payment from funds which the TCTC may receive from time to time in the form of Federal and State grants) the salaries, wages, fees and other compensation of such planning, engineering, legal, financial or other technical and professional personnel, consultants and other employees of the TCTC.

SECTION 14

ANNUAL BUDGET

- 14.A.** On or before May 1st each year, the TCTC shall prepare budget estimates of the expenses of operating the TCTC for the ensuing fiscal year.
- 14.B.** The budget estimates shall be in such form as the TCTC may prescribe using the guidelines of the California State Controller. The budget estimates shall contain a summary of the fiscal policy of the TCTC for the budget year and shall include data showing the relation between the total proposed expenditures and the total anticipated income or other means of financing the budgets for the ensuing year, contrasted with the corresponding data for the current year. The budget estimates may include unappropriated balance items to be available for appropriation in the ensuing fiscal year to meet contingencies other than contingencies resulting from temporary insufficiencies in the revenues of the TCTC.
- 14.C.** After preparation of the budget estimates, the TCTC shall fix a time and place for hearing by the TCTC thereon. The TCTC shall cause notice of such hearing to be published at least ten (10) days prior to the date set for hearing in a newspaper of general circulation in the area pursuant to Sections 6060 and 6061 of the Government Code, and shall give mailed notice of such hearing to each Member Agency.

At the budget hearing, the TCTC may increase or decrease any item in the budget estimates and may delete any item therefrom or add any new item thereto.

Upon the conclusion of the budget hearing and not later than July 1st of each year, the TCTC shall approve the budget estimates, as revised by the TCTC, and thereupon the same shall constitute the final budgets for the ensuing fiscal year.

The several items of the final budgets shall be deemed appropriated for the ensuing fiscal year in the amounts and for the purposes specified in the final budgets.

SECTION 15

FINANCING AND SUPPORT

- 15.A. Financing.** The Tuolumne County Transportation Council shall obtain its financing from funds provided by any public or private agency or individual, or the United States, the State of California or any department, instrumentality or agency thereof, having funds available for transportation purposes.
- 15.B. Fiscal Year.** The fiscal year of the TCTC shall commence on July 1st of each year and shall terminate on June 30th of the following year.
- 15.C. Support from Member Agencies.** The County and City, in the exercise of the reasonable discretion of their governing bodies, may provide support for the TCTC, its staff and its professional consultants, including, but not limited to, quarters, janitorial services and maintenance, supplies, printing and duplication, postage, utilities and transportation services.
- 15.D. Other Support.** The TCTC shall apply for available private, State, Federal and local support funds, and shall make new and additional applications from time to time as appropriate.
- 15.E. Reimbursement to Member Agencies.** The TCTC shall reimburse a Member Agency which provides personnel, including board members or other support, that may include, but not be limited to, services of the treasurer, auditor-controller, legal services, human

resources or information technology (IT) support, for the direct and indirect cost of such services and support, as agreed upon between the TCTC and the respective Member Agency.

- 15.F. Liability.** Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the TCTC shall be its own and shall not be or constitute debts, liabilities and obligations of the Member Agencies.

SECTION 16

RECORDS AND ACCOUNTS

- 16.A.** The TCTC shall cause to be kept accurate and correct books of account, showing in detail the costs of administration, bond interest, bond redemption, operation and maintenance, and all financial transactions of the TCTC. Said books of account shall be open to inspection at all times by any representative of any of the parties hereto, or by any accountant or other person authorized by any party hereto to inspect said books of account. The Auditor-Controller shall, in accordance with Section 6505 of the Government Code, cause the books of account and other financial records of the TCTC to be audited annually. The financial transactions of the TCTC shall be accounted for separately and its records kept for the period of time required under applicable laws and regulations.

SECTION 17

TERMINATION AND DISSOLUTION

- 17.A. No Specific Term.** This Agreement shall continue in force without specific term.
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- 18.D. Headings.** The section titles and headings are for convenience only and are not to be construed as modifying or governing the text in the section to which the title and heading refers.
- 18.E. Law Governing.** This Agreement is made in the State of California, County of Tuolumne.
- 18.F. No Drafting Party.** The Member Agencies have jointly drafted, reviewed with counsel and approved this Agreement so no presumption against any Member Agency arising from the drafting of the Agreement may effect its interpretation.

SECTION 19

EFFECTIVE DATE OF AGREEMENT

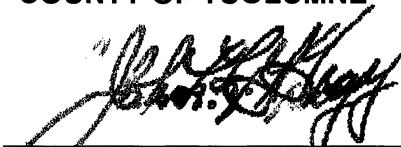
- 19.A. Effective Date.** This Agreement shall become effective upon ratification by resolution of the Tuolumne County Board of Supervisors and the City Council of the City of Sonora.

[signatures follow on next page]

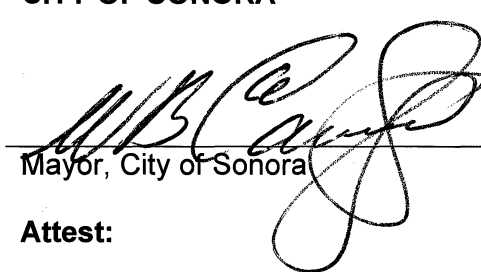
IN WITNESS WHEREOF, the Parties hereto have executed the Agreement on the dates shown in the respective signature blocks.

COUNTY OF TUOLUMNE

CITY OF SONORA


 Chair, Board of Supervisors

 8/16/11
 Date

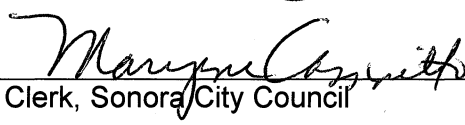

 Mayor, City of Sonora

 8-11-11
 Date

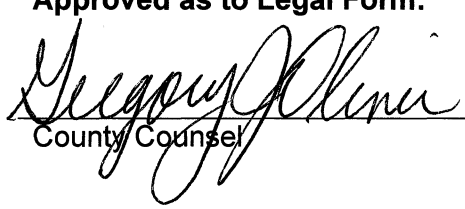
Attest:


 Clerk, Board of Supervisors

Attest:

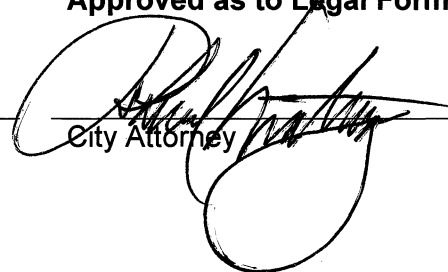

 Clerk, Sonora City Council

Approved as to Legal Form:


 County Counsel

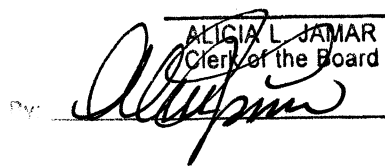
 8/11/11
 Date

Approved as to Legal Form:


 City Attorney

 8/11/11
 Date

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.


 ALICIA L. JAMAR
 Clerk of the Board



CITY COUNCIL AGENDA REPORT

MEETING DATE: July 3, 2023

TO: City Council Members

FROM: Melissa Eads, City Administrator

SUBJECT: Approve the Annual Contract with Visit Tuolumne County (VTC) for Tourism Marketing Services.

RECOMMENDATION

Consider approval of the Annual Contract with Visit Tuolumne County (VTC) for Tourism Marketing Services in an amount not to exceed \$150,000 for Fiscal Year 23-24 as budgeted.

BACKGROUND

The City of Sonora (City) received a presentation from Visit Tuolumne County (VTC) on the Scope of Services Proposed for the City of Sonora and provided direction to execute an agreement with Visit Tuolumne County effective July 1, 2023, at the regular meeting held on May 15, 2023.

Staff recommends the Council approve the contract as directed.

The City of Sonora has contracted for Tourism Marketing services with Visit Tuolumne County (VTC) and the County of Tuolumne for the past 40 years. This is the first year the City is exploring an independent contract and detailed specialized services aimed solely at the marketing and branding of the City of Sonora and its locations, businesses, and community attractions.

The Transient Occupancy Tax is a tax collected from lodgers when they rent a room, campsite, or vacation rental when traveling for less than 30 days.

The City Transient Occupancy Tax (TOT) rate is currently 12%. This rate recently increased by the Sonora voters in 2020 from 10%. Last year, the City budgeted \$550,000 in TOT revenue. Revenue estimated for FY 23/24 is \$570,000. The allocation of TOT to VTC has historically been 25% of the 10% rate. The City proposes to compensate the VTC \$142,500 for FY 23/24, or 25% of the total TOT collected. The balance of all TOT revenue collected goes directly to support essential city services.

FISCAL IMPACT

The Contract amount was budgeted and approved by Council effective July 1, 2023. This action ratifies past Council direction and action with no additional impacts.



City of Sonora

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

Tourism Marketing Agreement

This Agreement is made and entered into as of the _____, day of _____, 2023 by and between the **CITY OF SONORA**, a municipal corporation ("City"), and Visit Tuolumne County (Consultant").

RECITALS:

- A. Consultant is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and
- B. 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.
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Term. The term of this Agreement shall commence on the 1st day of July 2023 and shall continue until June 30, 2028.
2. 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." The referenced Scope of Services are considered to be annual professional services. The Scope of Services will be mutually evaluated and defined each year by June 1st through the term of the contract period.***
3. 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.
4. Compensation. Compensation to be paid to Consultant shall be the greater of 25% of the TOT, or **\$150,000**. In no event shall Consultant's compensation exceed \$150,000 without additional written authorization and amendments to the Scope of Services 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.
5. Method of Payment. The Consultant shall provide quarterly progress reports by September 30, December 31, March 31, and June 30. City will provide the greater of 25% of the quarterly TOT payment or \$37,500 by October 31, January 31, April 30, and July 31

6. 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.
7. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon ninety days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.
8. Consultant's Books and Records.
 - a. Consultant and, 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, 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 Consultant's address indicated for receipt of notices in this Agreement.
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. 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.
11. 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.
12. 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.

13. 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.

14. 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 with respect to 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.

15. 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: Visit Tuolumne County
193 S. Washington Street
Sonora, CA 95370

16. 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.

17. 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.

18. Assignment and Subcontracting. This Agreement is for the professional services of VTC, and it shall not assign, subcontract, or sublet any part of this Agreement without the express prior written consent of City, except subcontracts for public relations, marketing, graphic design, research, financial reviews, social media, and agency of record shall not require prior written consent of the City. Any assignment without the express prior written consent of the City is VOID.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

26. 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:

Visit Tuolumne County

By: _____
Melissa Eads, City Administrator

By: _____
Lisa Mayo, President & CEO

ATTEST:

Tracy Skelly, City Clerk

APPROVED AS TO FORM:

Douglas White, City Attorney

EXHIBIT A

SCOPE OF SERVICES for Fiscal Year 23.24 - Limited to \$150,000

Proposed Campaigns:

Small Towns and Wellness- Market and industry research suggests that two of the top travel trends for 2023 and 2024 will be small towns and wellness. Travelers are looking for authentic Americana small towns and they are prioritizing wellness during their travels. These trends align with the City of Sonora's assets. Visit Tuolumne County will design marketing campaigns around these trends and will focus on the audiences of families, millennials, and boomers.

Special Projects:

Visit Sonora Logo- \$550

- Aligning with the Visit Tuolumne County Brand our graphics team will design and create a Visit Sonora specific logo that will be used to promote the City of Sonora on any advertising efforts.

Sonora Selfie Trail- \$5,000

- The VTC team will work with the Sonora Chamber of Commerce and the City of Sonora to identify "Social Media and Selfie" spots. VTC will then work with the technology platform, Bandwango, to create a mobile-friendly pass.

Photo Shoot- \$1,500-\$2,000

- VTC will work with a local photographer to capture content for marketing and promotional purposes. We will work to source talent that aligns with previously defined target audiences of families, millennials, and boomers. We will also focus the content on our proposed campaigns of Small Town Travel and Wellness.

Awards Submissions- \$450

- VTC will craft and submit for the annual Sunset Travel Awards. The City of Sonora will qualify for three categories: Where to Visit, Where to Eat, and Where to Stay.

Community Investment Project-\$2,500

- VTC will develop a marketing campaign to support the community. VTC will work on a project that will help to invest in the wellbeing of the community. This project would be something along the lines of a community awareness project, public art installation, or a clean-up day.

Newsletter Template and Social Media Optimization - \$2,500

- VTC will design a newsletter template for the City of Sonora. The City of Sonora will draft newsletters to send to the community. VTC will work with their social media agency to strategize on how to optimize the City of Sonora's social media outlets. VTC will also work to drive traffic to the City's social media platforms.

Advertising:

Print Ads- \$20,000

- VTC will secure print ads in key markets including the East Bay Area and Sacramento. Some outlets include Diablo Magazine, Sacramento Magazine, Sactown Magazine, and the Visit California Travel Guide Co-op.

Digital Ads- \$15,000

- VTC will work with Visit California and utilize their Leveraged Media Co-op Plan to secure pre-negotiated rates for digital ads placed in our key markets.

Social Ads- \$1,500

- VTC's social team will run dedicated Sonora social media ads that inspire extended visitation and overnight stays.

Familiarization Tours

Media Familiarization Tour- \$1,000

- VTC will dedicate one domestic media familiarization tour to the City of Sonora. The VTC staff will vet the journalist and create a Sonora specific itinerary. This cost includes travel, meals, lodging, and any activities for the journalist.

Meetings Familiarization Tour- \$1,000

- VTC will identify and vet a meeting planner that specializes in organizing small meetings. VTC will work with the City of Sonora and our partners in Sonora to tour meeting facilities, hotels, and restaurants. This cost includes travel, meals, lodging, and any activities for the meeting planner.

Influencer Partnership- \$3,500

- VTC will source and vet an influencer partnership for the City of Sonora. This cost includes a negotiated partnership rate and costs associated with travel.

Shared Marketing Costs – Costs Shared with Tuolumne County

International Markets-\$17,200

- VTC will continue our international marketing in Mexico, Canada, and the UK. This cost includes 10% of the international contracts.

Public Relations-\$2,900

- This cost includes the technology platform, Muck Rack, that VTC uses to send out media pitches and press releases. Also included in this cost is media conferences, VTC will attend key conferences to meet with media and pitch Tuolumne County and the City of Sonora to key media representatives.

Creative Design- \$2,700

- VTC works with a contracted graphic designer for all creative designs for advertising.

Travel Guide- \$7,000

- Every year VTC puts out a travel guide and distributes it across California. This cost includes a small portion of printing, distribution, and mailing costs.

Education Conferences- \$1,400

- To keep up with industry and marketing trends VTC attends industry conferences. These conferences introduce the team to new products, ways of doing business, and of course the latest in market research and tourism trends.

Trade and Meetings Conferences- \$6,400

- To continue growing our groups and meeting initiatives, VTC will attend travel trade and meeting conferences to meet with key tour operators and meeting planners to pitch Tuolumne County and the City of Sonora.

Dues and Subscriptions- \$1,500

- To leverage our partnerships and marketing reach, VTC belongs to several important industry associations. Each association is relevant to the success and growth of VTC.

Research-\$3,600

- VTC utilizes research technologies to identify key audiences and track return on investment (ROI) on marketing campaigns.

Office Expenses- \$11,500

- These costs include rent, utilities, office expenses, and other costs associated with operating the VTC Visitors Center and staff offices which are located in downtown Sonora.

Pay Roll- \$45,000

- This cost is associated with the staff time that will be dedicated to the City of Sonora. This includes salary, benefits, payroll services, and any tax associated costs.

It should be noted that promotion for the City of Sonora is woven throughout Visit Tuolumne County's marketing and promotions. Things like the Community Investment Funds that support Sonora based events like 2nd Saturday Art Nights and Concerts, Christmas Town, and the Mother Lode Round-Up will still be available in addition to the Scope of Work above.



CITY COUNCIL AGENDA REPORT

MEETING DATE: July 03, 2023

TO: City Council Members

FROM: Turu VanderWiel, Chief of Police

SUBJECT: BSCC Organized Retail Theft Prevention Grant

RECOMMENDATION

Approve Resolution 07-03-2023-B Authorizing the Sonora Police Department to submit a BSCC Organized Retail Theft Prevention Program grant application, authorize the City Administrator to execute all documents relating to the grant application, and direct the Police Chief to return to City Council with the application results and to accept the award.

BACKGROUND:

The Sonora Police Department is requesting the City Council authorize the Police Department to apply to receive grant funding from the Board of State and Community Corrections. The BSCC grant makes funding available to help local law enforcement prevent and investigate organized theft, motor vehicle or motor vehicle accessory theft, and cargo theft. This funding is available under the 2022 State Budget Act - Senate Bill 154.

DISCUSSION:

If the grant is awarded, we will utilize the funding for data collection cameras, dedicated public safety personnel, education to retailers, provide signs for local businesses, and improve our advanced technology. These additional items would enhance the Police Department's ability to help deter theft and improve the safety of our businesses and neighborhoods.

The grant agreement service period covers October 1, 2023, and ends on December 31, 2026.

However, an additional six (6) months (January 1, 2027, to June 1, 2027) will be included in the term of the grant agreement for the sole purpose of finalizing and submitting a required Local Evaluation Report and finalizing and submitting a required financial audit.

FISCAL IMPACT

A budget adjustment would increase the overall budget appropriation of the Police Department by approximately \$250,800.00. This grant opportunity does not have a local match requirement. The Police Department will budget to include regular maintenance of the equipment after the grant service period has ended.

RESOLUTION 07-03-2023-B

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONORA, CALIFORNIA, APPROVING SUPPORT OF AN APPLICATION FOR THE BSCC ORGANIZED RETAIL THEFT PREVENTION GRANT PROGRAM AND THE EXECUTION OF A GRANT AGREEMENT AND ANY ASSOCIATED DOCUMENTATION THERETO

WHEREAS, the City of Sonora desires to participate in the Organized Retail Theft Prevention Grant Program funded through the State Budget Act and administered by the Board of State and Community Corrections (hereafter referred to as the BSCC).

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SONORA DOES HEREBY RESOLVE THE FOLLOWING SUPPORT OF THE BSCC ORGANIZED RETAIL THEFT PREVENTION GRANT AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. The City of Sonora Council hereby authorizes the Chief of Police to submit the grant proposal for this funding and authorizes the City Administrator to sign the grant agreement with the BSCC, including any amendment thereof.

Section 3. That the grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

Section 4. The City of Sonora Police Department agrees to abide by the terms and conditions of the Grant Agreement as set forth by the BSCC.

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 **03 July 2023**, by the following votes:

AYES: _____

NOES: _____

ABSENT: _____

Signed and approved on: _____, 2023

Mark Plummer, Mayor of the City of Sonora

ATTEST: _____

Tracy Skelly, City Clerk, City of Sonora

**NOTICE OF FUNDS AVAILABILITY (NOFA)
AND
RELEASE OF REQUEST FOR PROPOSALS (RFP)**

DATE: April 14, 2023

TO: California City Police and County Sheriff and Probation Departments

FROM: Kathleen T. Howard, Executive Director

SUBJECT: **AVAILABILITY OF FUNDING FOR THE ORGANIZED RETAIL THEFT PREVENTION GRANT PROGRAM**

The Board of State and Community Corrections (BSCC) is announcing the release of the Organized Retail Theft Prevention Grant Program, Request for Proposals (RFP). This RFP makes \$242,250,000 available competitively to city police, county sheriffs' departments, and probation departments, to support local law enforcement agencies in preventing and responding to organized retail theft, motor vehicle or motor vehicle accessory theft, or cargo theft.

Proposals must be received through the BSCC-Submittable Application portal by 5:00 p.m. on Friday, July 7, 2023. Additional information regarding the BSCC-Submittable Application portal, Proposal Instruction Packet, and required documents are available on the Organized Retail Theft Prevention Grant Program [webpage](#).

A virtual Bidder's Conference will be held via Zoom on May 11, 2023 at 10:00 A.M. A link to the Bidders' Conference is provided within the RFP and will be posted on the BSCC website.

The BSCC staff cannot assist the applicant or its partners with the actual preparation of the proposal. Any technical questions concerning the RFP, the proposal process, or programmatic issues must be submitted by email to ORT@bscc.ca.gov.