CITY COUNCIL REGULAR MEETING

Monday, November 06, 2023 at 5:00 PM

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

AGENDA

NOTICE IS HEREBY GIVEN that the Sonora City Council will have their regular meeting on Monday, November 6, 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 citizens who wish to provide public comment during the meeting will be invited to do so by the Mayor.

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

Public Access Audio and Video Live Streaming

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

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

CLOSED SESSION - 4:00 PM

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS

ADJOURN INTO CLOSED SESSION

1. Conference with Real Property Negotiations, Government Code Section § 54956.8
   Property: APN 002-151-012, Sonora, CA, Tuolumne County 95370 Agency Negotiators: Doug White, City Attorney, Melissa Eads, City Administrator.

2. Public Employment (Gov. Code Section § 54957): Title: Community Development Director.

3. Conference with Legal Counsel – Anticipated Litigation - Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section § 54956.9: One (1) Potential Case; Doug White, City Attorney, Melissa Eads, City Administrator.

RECONVENE INTO OPEN SESSION

OPEN SESSION - 5:00 PM

REPORT OUT OF CLOSED SESSION

PLEDGE OF ALLEGIANCE

ROLL CALL

CITY CLERK'S REPORT ON AGENDA POSTING

APPROVAL OF THE AGENDA

PUBLIC COMMENT (NON-AGENDA ITEMS)

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

PRESENTATIONS

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

5. Receive the Strategic Growth Plan Presentation from CSG Consultants; Rachelle Kellogg, Community Development Director.

6. Receive the Sonora Linoberg Street Charrette Refined Concepts Report and Presentation; Tyler Summerset, Executive Director of Blue Zones Project Tuolumne.

CONSENT CALENDAR

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

7. Consider approval of disbursements in the amount of $159,339.24 and $162,737.98 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 a Contract Award between the City of Sonora and Preparative Consulting in an Amount not to Exceed $93,000 for the Comprehensive Update to the City Emergency Operations Plan (EOP); Melissa Eads, City Administrator.

9. Consider approval of an award from the Central Sierra Continuum of Care Homeless Housing Assistance and Prevention Program (Round 4), not to exceed $81,562.09, and approve associated budget adjustments for the use of the funding; Turu VanderWiel, Police Chief.

NEW BUSINESS

10. Provide direction to staff regarding (1) appeal of the Police Chief's decision related to an Alcoholic Beverage Control permit, and (2) implementation of an administrative appeal process for administrative decisions that the City of Sonora Municipal Code ("Code") currently lacks; Douglas L. White, City Attorney.

COUNCIL MEMBER REPORTS

ADJOURNMENT

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Administrator at City Hall (209) 532-4541, meads@sonoraca.com. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II).

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

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 6, 2023

TO: City Council Members

FROM: Melissa Eads, City Administrator

SUBJECT: Supervisor David Goldemberg County Update

RECOMMENDATION

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

DISCUSSION

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

FISCAL IMPACT

No fiscal impact to the General Fund.

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 6, 2023

TO: City Council Members

FROM: Rachelle Kellogg, Community Development Director

SUBJECT: Strategic Growth Plan Presentation

RECOMMENDATION

Receive the Strategic Growth Plan Presentation from CSG Consultants.

DISCUSSION

Over the past several months City staff has been working with CSG staff to evaluate the City's current planning documents such as the General Plan, Zoning Ordinance, Sphere of Influence, Transportation and Circulation Plan, etc. to determine the next steps needed for the City to develop a strategy/plan to grow and be sustainable into the future. Glenn Lajoie, Principal Director of Environmental Planning, and Brad Misner, Principal Planner, with CSG will be presenting the Strategic Growth Plan to the City Council.

FISCAL IMPACT

None

ATTACHMENTS

None

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 6, 2023

TO: City Council Members
Melissa Eads, City Administrator

FROM: Tyler Summersett, Executive Director, Blue Zones Project Tuolumne County
Kristi Conforti, Public Policy Advocate, Blue Zones Project Tuolumne County

SUBJECT: Sonora Linoberg Street Charrette Refined Concepts Report

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RECOMMENDATION:

It is recommended that the City Council accept the Sonora Linoberg Street Charrette Refined Concepts Report. Additionally, consider giving direction on recommended next steps for Blue Zones Project team and City staff which are intended to begin implementation of Linoberg improvements.

BACKGROUND:

In December 2013, the City of Sonora City Council adopted the Vision Sonora Plan which provided recommendations to rejuvenate the economy, emphasize the rich history and culture of Sonora, and improve the quality of life for residents and visitors alike through transportation improvements for motorists, pedestrians, bicyclists; wayfinding; parking and placemaking.

One of the key initiatives in the plan was to create public spaces downtown. Specifically listed was converting Linoberg Street, between Green and Stewart Streets, into a pedestrian-only passageway and gathering space

In March 2019, Council members approved a temporary one-year closure of the eastern block of Linoberg, between Stewart and Washington Streets. The request was made by Vision Sonora committee members as a way for the City and community to consider the benefits and impacts of the street closure. In early 2020, the initial (temporary) closure was extended for another year and Linoberg remained closed as an outdoor space for socialization and outdoor dining during the COVID-19 pandemic.

In March 2022, the City Council voted to keep Linoberg closed indefinitely as long as:

1. It remains a pedestrian walkway;
2. It is open to the public, requiring permitting for any private events; and

3. Any future improvements allow access to maintain, repair, or replace water, sewer, and other utilities on the street.

On February 28, 2023, Governor Newsom officially lifted the COVID-19 State of Emergency order, thus negating the California state requirement for outdoor restaurant dining. On October 14, 2023, Governor Newsom signed legislation to allow the order to be extended through June 30, 2026.

In March 2023 the Blue Zones Project, Tuolumne County in partnership with the City of Sonora contracted with Urbsworks to complete a community outreach and design process which considered alternative uses of Linoberg Street. Urbsworks are experts in urban design who help cities and rural communities across the country to plan and design central areas that consider how public spaces can serve a dynamic set of interests including social connection, economic activity, health, safety, and accessibility for a broad spectrum of users.

Based on initial input from one-on-one interviews, public drop-in sessions, stakeholder meetings (businesses, utilities, transportation experts), survey feedback, and public comment the design team crafted alternative scenarios that illustrate ways to achieve the desires articulated during the three-day outreach and design process (charrette).

Preliminary concepts and ideas were presented as discussion items for Vision Sonora Committee members in July 2023 to consider as potential options to support and enhance this space.

Today the final report is being presented for City Council review and acceptance.

DISCUSSION

This update provides an overview of the Sonora Linoberg Street Charrette Refined Concepts Report via a presentation that outlines the recommendations for Linoberg and the surrounding downtown area. It will serve to explain the various ways in which the planning team: City staff, Blue Zones Project, and Urbsworks collected feedback from the community, refined initial concepts for Linoberg Street and selected design and improvement elements.

Final concepts were developed in response to input received from Vision Sonora Committee members and City staff and include:

- A minimal set of design improvements is needed to support the existing use of Linoberg Street as a public space with uses including—dining, pedestrian travel, entertainment, and socializing.

- An aspirational set of design improvements that enhance the current use of the space through the provision of art, shade, re-surfacing, and creative seating.

- Recommendation for demonstration projects along Stewart Street to

address pedestrian access and safety impacts to the area (trash bins) to improve pedestrian activity, and support existing events (Farmers Market, 2nd Saturday).

- Recommendation to designate Linoberg Street a smoke/vape-free area.

ATTACHMENTS

- Linoberg Refined Concept Powerpoint Presentation Slide Deck
- Sonora Linoberg Street Charrette Refined Concepts Report and Implementation Guide

FISCAL IMPACT

There are no fiscal impacts associated with this item at this time.

BLUE ZONES®

Project Sonora Linoberg Charrette | From Marcy McInelly, AIA

Implementation Guide

A companion to the Blue Zones Built Environment Team Sonora Linoberg Street Charrette Refined Concepts Report

The report illustrates concepts that the Blue Zones Built Environment team believes are feasible for each of the three study areas:

- Linoberg Street
- Stewart Street, and
- Washington Street and Beyond.

The report's Refined Concepts illustrates recommended designs (see "Concepts"), and, where possible, it offers options for further consideration by the city and the community (see "Concept Features").

The report does not comprehensively address construction methods, details, or the cost of the concepts and features; nor does it address in a conclusive way maintenance and ownership issues. Final designs, their execution, and ongoing management are issues for the community.

This Implementation Guide lists the actions that community members need to take to determine these answers for themselves and is intended to guide the city and the community in following through to realize the recommendations in this report.

Action / priority / partners	
1 | Implement the Linoberg St. minimum functional concept	
PRIORITY – 1-2 YEARS	
	Submit request to Sonora City Council to accept the Linoberg St. refined concepts report and plan. City to add the project to the Capital Improvement Plan and generate cost estimates, and plan for funding. *Partners: City (administration), businesses*
	Establish management, maintenance, and operational agreements with businesses for use of Linoberg for restaurant seating.

BLUE ZONES®

	Action / priority / partners
	Partners: City, businesses
	Establish management and maintenance protocols for public seating areas in Linoberg and elsewhere, i.e., curb extensions proposed for Stewart Street. *Partners: City (Administration, Police, Public Works)*
2 | Implement Washington Street and Beyond concept	
PRIORITY – 1-2 YEARS	
	Install curb extensions for safety where Linoberg East intersection with Washington (requires elimination of two or more on-street parking spaces). Continue to work with CalTrans to improve safety for pedestrians crossing Washington. *Partners: City, Vision Sonora, CalTrans*
	If necessary, commission an update to the downtown parking utilization plan to verify that downtown parking supply remains sufficient. *Partners: City*
	Connect Linoberg Street to Coffill Park and Sonora Creek through a wayfinding strategy and demonstration project that might be the first step in a comprehensive "Active Connectivity Plan." *Partners: Vision Sonora, City, Chamber of Commerce*
LONGER TERM PROJECTS	
	Establish a truly accessible route from Linoberg Street to Coffill Park and include in wayfinding signage, maps, apps and tourist information
	Establish an official Active Connectivity Plan for downtown that builds on concepts in the report, and includes a plan for phased physical improvements, a funding schedule, and is coordinated with events programming organizations and civic and commerce promotional investments. *Partners: Chamber of Commerce, City, Vision Sonora, Community*
3 | Implement Stewart Street concept	
PRIORITY – 1-2 YEARS	

Action / priority / partners	
	Install a demonstration project that builds on two recommendations in the report which are focused on the corner of Linoberg and Stewart: "Treatment at Linoberg" (page 33) to improve pedestrian safety for those crossing Stewart Street, and curb extensions for loading (page 31) which help adjoining businesses handle delivery and waste / recycling for abutting businesses. *Partners: Businesses, City, Vision Sonora, arts organization(s)*
	Install a demonstration project for temporary closure of Stewart Street, possibly in conjunction with the Farmers Market or other seasonal event(s) *Partners: Blue Zones, businesses, City, Vision Sonora, Chamber of Commerce, arts organization(s)*
4 | Implementing the Linoberg aspirational concept. Priority 1-5 years	
	The ultimate aspiration for Linoberg Street is to have a fully accessible surface across the entire extent of the alley from Washington Street to Stewart Street. Address the aging utilities below grade that run through Linoberg that could fail and would need repair or replacement and develop a plan for improvements. *Partners: City (administration, Public Works), utility providers*
	Once utility replacement and/or relocation issues have been completed, pave a new street surface or install all-weather boardwalk decking from building face to building face. *Partners: City (administration, Public Works), utility providers*









Blue Zones Built Environment Team

Sonora Linoberg Street Charrette

Refined Concepts Report

Placemaking | Activation | Connection

BLUE ZONES™

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Sonora Project Team

Kristi Conforti, Public Policy Advocate, Blue Zones Tuolumne

Tyler Summersett, Executive Director, Blue Zones Tuolumne

Melissa Eads, City Administrator, City of Sonora

Built Environment Team Members:

Marcy McInelly, AIA

Joseph Readdy

Elizabeth Nelson

Taylor Berberich

INTRODUCTION

Background

Downtown Sonora, California, maintains the compact, walkable character it has had since its establishment as a 19th Century mining community—in spite of its main street consisting of a heavily trafficked state highway. As the county seat, Sonora serves an important role as an employment, cultural, and regional center serving the city, the county, and as a destination for people from surrounding communities. For this reason, the Sonora downtown is an ideal site to improve safety for walking, gathering at parks and markets, connect community assets and events, and to create a unique space accessible to residents and visitors of all ages and abilities.

The refined concepts contained in this report build on the work from the Vision Sonora project and the Vision Sonora plan (2013) to create a more vibrant downtown. This plan represents an integrated approach that addresses all of the Community Vision Goals: Strengthening Sonora's Identity and History, Attracting and Welcoming Visitors, Creating Places to Enjoy, Boosting Historic Downtown Core Appeal and Commerce, Enabling Pedestrian and Bicycle Travel, and Taking Care of Locals. The Vision Sonora plan also included sketches and artistic renderings of what Linoberg could look like, helping to inspire the community imagination, and inspiring the concepts in this report.

This plan also responds to important pedestrian safety data contained within the 2020 Tuolumne County Active Transportation Plan, and parking data included in the Vision Sonora document.

During the pandemic the need for an outdoor space in downtown grew and the use of sidewalk cafes and Linoberg St. for outdoor dining demonstrated the popularity and need for vibrant public spaces. In a community survey held in January at the start of this project, the community voiced different ideas about what Linoberg St. might look like, ranging from a restaurant patio to a public seating area. Overall, survey results demonstrated the significance of Linoberg St. to residents, businesses, tourism organizations, and the city, including the opportunity to remake the space to emphasize the city's history, to showcase local art, and to provide space for community gathering.

The pandemic also highlighted the need to improve pedestrian safety. During the pandemic US cities saw an increase in pedestrian and bicycle injuries and fatalities, and members of the Sonora community were not spared. Most of these experiences occurred along Washington Street in the form of incidents related to heavy traffic and drivers who did not stop for pedestrians in the crosswalk. Along Stewart Street cut through speeding and unsafe crossing conditions for pedestrians contributed to a lack of safety.

Blue Zones and the Built Environment

Why does Blue Zones Project believe changing the built environment matters to the health of the community? Becuase our built and natural environments have a direct impact on our health and the amount of daily physical activity we get. The built environment encompasses the human-made spaces where we live, work, learn, and play, which includes our streets, intersections, buildings, homes, and sidewalks. How well our built and natural environments are integrated is an essential predictor of natural movement, socializing, and downshifting in any community.

Creating an environment built for people that is supportive of walking, bicycling, and social connectedness is central to Blue Zones principles. Extensive evidence-based research has demonstrated that communities with these components have higher rates of economic development, vitality, and greater overall health and safety for residents. Blue Zones does this work to provide residents options for leading a healthier lifestyle, leading these efforts one project at a time with local teams from the community to create lasting systemic change.

Charrette

Blue Zones Tuolumne played the role of convenor, bringing the Blue Zones Built Environment Team to Sonora for a three-day charrette or design workshop. Blue Zones is dedicated to improving community health through the promotion of natural movement and encouraging community gathering making this opportunity a natural fit.

Blue Zones Built Environment members visited Sonora, California, the week of March 6-8 to conduct the Linoberg Activation 3-day Design Workshop & Open House and Linoberg Activation Concept Development. Building on the community vision from the Vision Sonora plan, the Charrette focused on activating Linoberg and facilitating community conversations about implementing the community's vision for its downtown.

As part of the charrette, the design team and Blue Zones staff conducted at least 16 individual meetings with committees, city staff, and the public during the three days in Sonora. These activities engaged over 1,200 participants through the pre-event survey and over 40 on-site participants, many of whom attended multiple events. The meetings, presentations, and pre-charrette survey provided the design team numerous ideas and comments to weave into the concepts.

On the final day, the design team presented the preliminary concepts from the charrette to the Sonora City Council, Planning Commission and Vision Sonora participants.

Concepts presented in this document have been further refined since the charrette, provide greater detail about the design features, and respond to concerns and questions asked in a second survey.

While the Charrette initially was meant to focus on Linoberg activation, the holistic approach of the Vision Sonora plan provided inspiration about the potential of other parts of downtown, and prompted the scope of this report to consider recommendations and design approaches beyond Linoberg. Therefore the report includes concepts for Stewart and Washington Streets.

LINOBERG STREET ON-SITE MEETING

As part of the charrette the design team and Blue Zones staff conducted at least 16 individual meetings with committees, city staff, and the public



MEETING AT BLUE ZONES OFFICES

Meetings, presentations, and pre-charrette survey provided the design team numerous ideas and comments to weave into the concepts



CHARRETTE SCHEDULE

As part of the charrette the design team, Blue Zones, and city staff conducted at least 16 individual meetings with committees, city staff

CITY OF SONORA, LINOBERG ST COMMUNITY DESIGN WORKSHOPS
3-DAY CHARRETTE PUBLIC SCHEDULE

Item 17.

	Monday, March 6	Tuesday, March 7	Wednesday, March 8
7:30AM		**Q & A (Public Event) 7:30am – 9:00am** Location: Linoberg St	
9AM	**Site Tour (Public Event) 9:00am** Location: Linoberg St Attendance: Vision Sonora, City Council, City staff, business owners, and the public	**Vision Sonora (Invitation only)** 9:00am Location: Blue Zones Conference Room	**Office Hours (Public Event)** Location: Blue Zones Conference Room Attendance: Last Chance for downtown business owners. **Drop in or make an advance appointment, contact** Kristine.Conforti@sharecare.com
10AM	**Q & A (Public Event) 10:30am** Location: Linoberg St Attendance: Vision Sonora, City Council, City staff, business owners, and anyone who is Interested	**Public Safety, Transportation & Utilities (Invitation only)** 10:00am Location: Blue Zones Conference Room	
11AM		**History, Arts & Culture (Invitation only)** 11:00am Location: Blue Zones Conference Room	
Noon – 1:30 PM	**(TBD) Extra Q & A** Location: Linoberg St		
2 PM	**Business Owner Conversation** Attendance: Downtown Business Owners Location: BZ Conference Room Alternate: At a local business	**Meetings By Appointment Only** (3:00pm – 4:30pm) Contact: Kristine.Conforti@sharecare.com	**Meetings By Appointment Only** (2:00pm – 4:00pm) Kristine.Conforti@sharecare.com
3 PM			
4 PM			
5 PM or later	**City Council Meeting 5:00pm** Location: City Hall	**Open House Public Event 5:30pm – 7:00pm** Location: City Hall	**Joint Meeting: City Council and Vision Sonora Committee Summary Presentation 5:30pm – 7:00pm** Location: City Hall

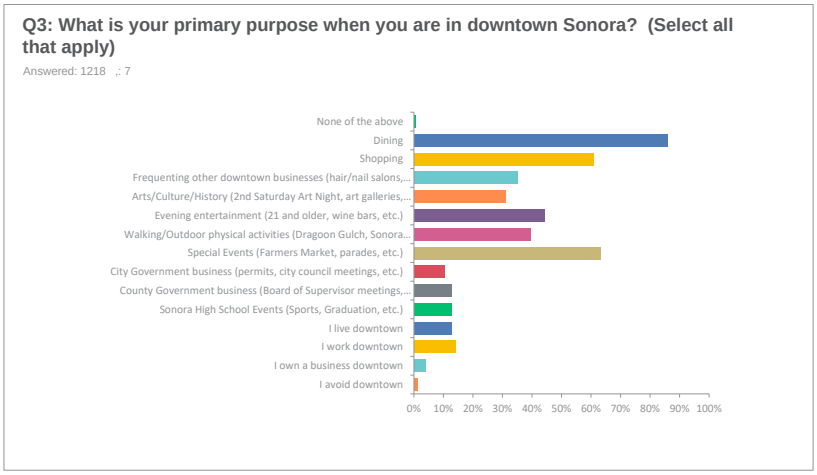
For more information, or to request an appointment, please contact Kristi Conforti, Public Policy Advocate:
E-mail: **Kristine.conforti@sharecare.com**
Office: 209-694-3217

BLUE ZONES PROJECT

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COMMUNITY SURVEY

Before the design workshop, a community survey was distributed widely and received 1,225 responses, which for a community of 5,000 is uncommonly high



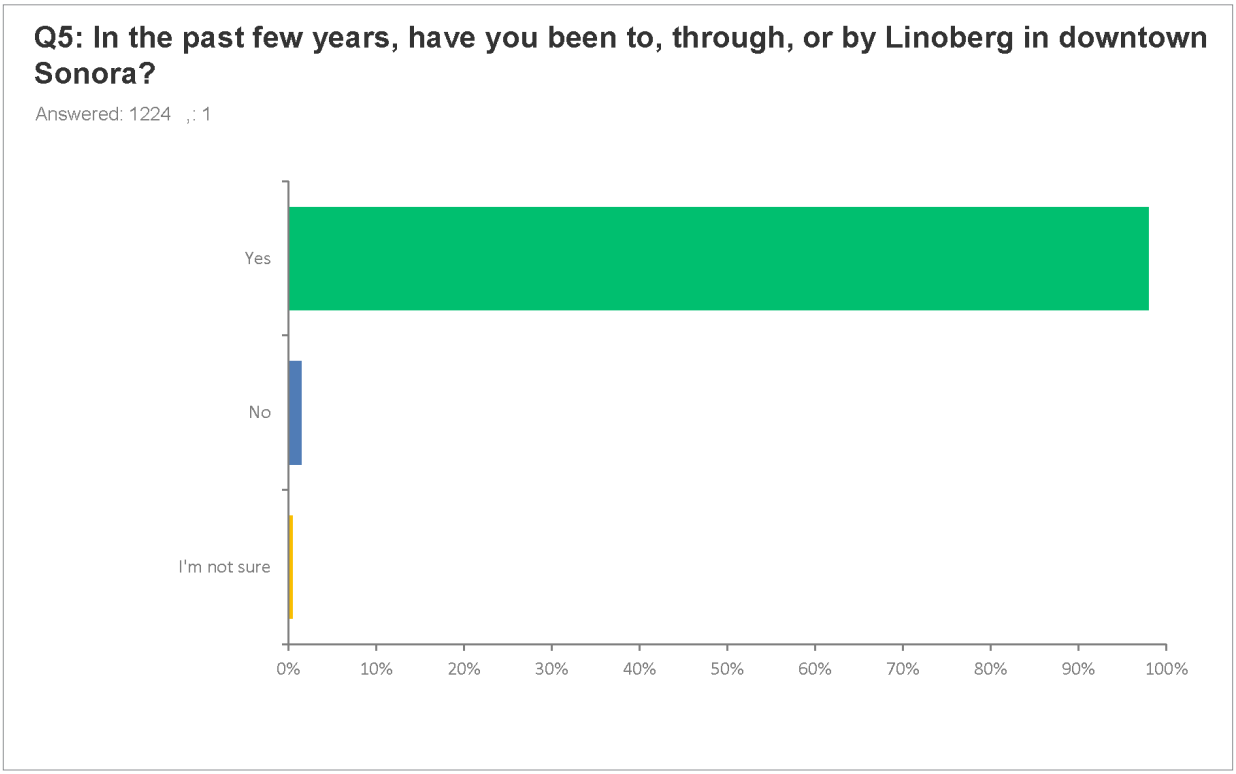
Survey support for the project

Before the design workshop, a community survey was distributed widely and received 1,225 responses detailing the aspects of Linoberg St. respondents appreciate. For a community of 5,000 residents a response rate of over 20% is uncommonly high and represents a high degree of engagement and enthusiasm for this project. Respondents love spending time in Linoberg Street—dining, socializing, sitting or resting—and want to see more of those activities continue. Many people expressed interest in overhead shade or weather protection, wall mural or art or sculptures, 2nd Saturday activities, and space to bring and consume one's own refreshments. Finally, many respondents cited the following improvements as particularly important for accessibility and safety:

1. Safety crossing Washington Street,
2. Safety crossing Stewart Street,
3. Improving lighting on Stewart Street, and
4. Wheelchair, walker, and stroller accessibility.

Linoberg St. is popular among community members

Linoberg St. is a popular and beloved destination in downtown Sonora, as demonstrated by the answer to Question 5 (next page). Nearly everyone who took the survey was familiar with the space.



Survey results demonstrated overwhelming support for Linoberg St. as a place for social connection, outdoor dining, drinking, and occasional events. At the same time, people want Linoberg St. to provide a public place to relax and rest. As the survey showed, many people enjoy having the option to bring their own food and snacks.

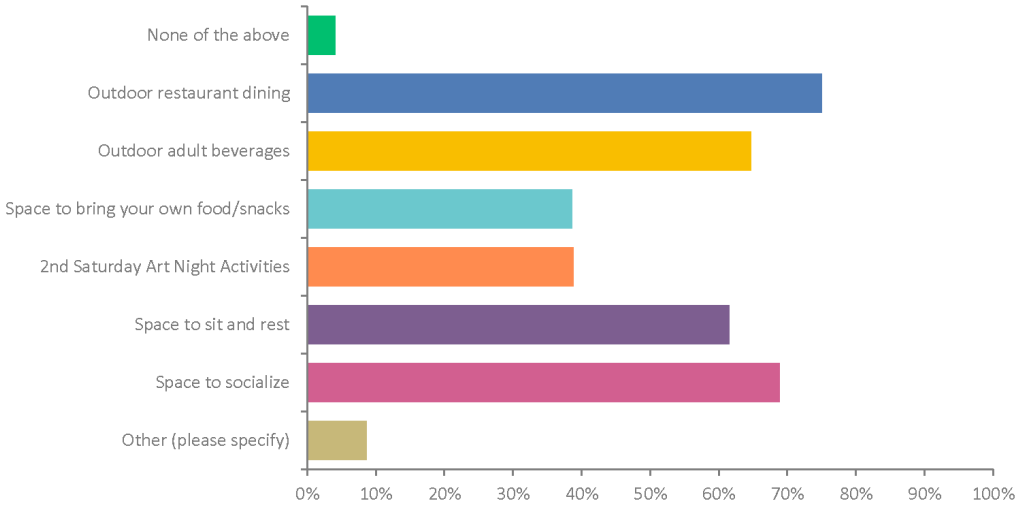
The survey suggests that Linoberg St. takes on a different role at distinct, complementary times of day, serving as more of a space to rest by day and more of a socializing hub by night (see Question 6).

To the question "What would you like to be considered on Linoberg St. in the future?" (Question 7), the survey received a wide range of responses. Rising to the top is keeping the space available for outdoor drinking and dining in some capacity (66%), followed by placemaking elements including shade protection (61%) and art (55%). Finally, responses underscored the desire to have a downtown place for resting, including the provision of a hydration station, and the option to sit and eat a snack in a shaded place.

Over the course of the charrette the desire for Linoberg St. to provide this type of downtown amenity was was repeatedly expressed, along with the desire for many more such locations in downtown Sonora.

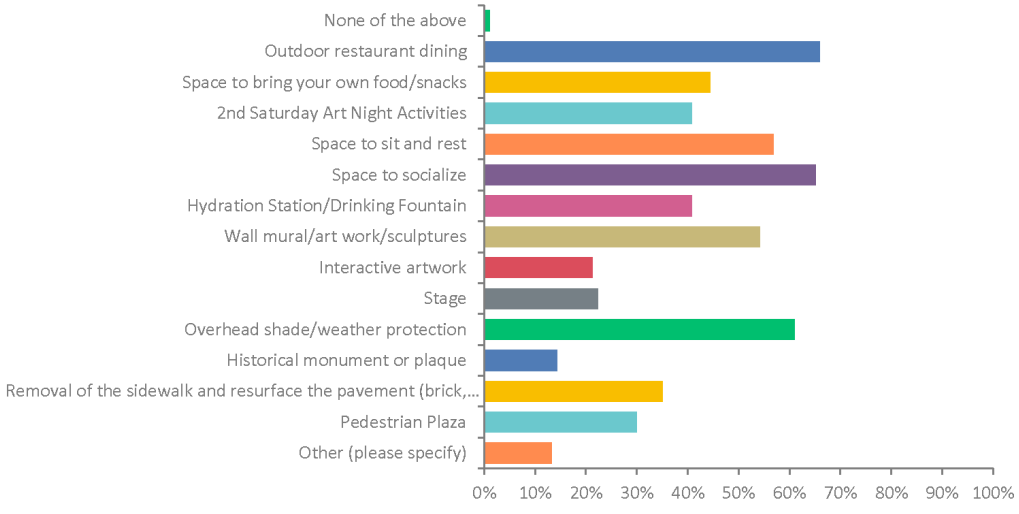
Q6: If Yes, what do you currently enjoy about Linoberg? Select all that apply

Answered: 1208 ,: 17



Q7: What would you like to be considered on Linoberg in the future? Select all that apply

Answered: 1216 ,: 9



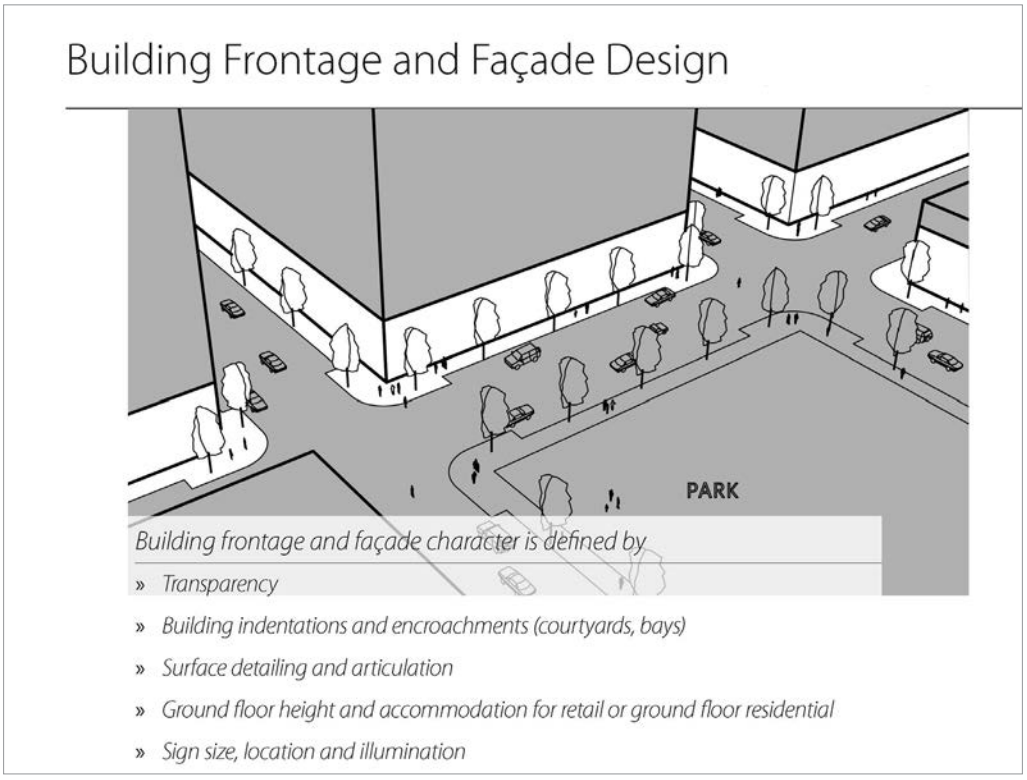
What makes a great downtown?

In the vibrant downtowns of great cities buildings and streets work together. How buildings frame public spaces like streets, plazas, and parks, and the quality of the building façades—particularly the portion of the building below 35 or 50 feet, or the first two or three stories—is a critical aspect of great downtowns.

Great streets are the other critical element that makes great downtowns. Street spaces, along with plazas and parks, form the public realm of a city. Street space occupies 40 percent or more of the land area in most American cities. In older cities like Sonora, founded and platted prior to the invention of the automobile, these spaces were the outdoor rooms in which commerce, social activities, and many other activities of daily life took place. These spaces were designed primarily for people on foot.

With the invention of the automobile all that changed, and especially after World War II, with the investment made by the federal government in the interstate highway system, spaces originally created for humans on foot became spaces primarily for humans in cars. The conversion was official and swift. Washington Street in downtown Sonora lost its shaded canopy when the street trees were removed.

If your city's main street was part of the designated state highway system, through traffic was prioritized to connect distant destinations at the expense of social and commercial activities serving the local population.



Today, as many cities are reclaiming their downtowns from the automobile and paying more attention again to walkability, the safety and attractiveness of their streets for pedestrians is a growing concern. The Vision Sonora effort is a perfect example of citizens attempting to return streets to their original purpose as places for people.

Which brings us back to the other critical component of great downtowns: the street. Carrying forward the spirit of Vision Sonora, the charrette vision for Linoberg, Stewart and Washington Streets is to make them not merely safe for pedestrians, but friendly and welcoming to pedestrians, or—in the parlance of transportation planners and urban designers—streets that prioritize the pedestrian. What does it mean to prioritize the pedestrian? One example is reclaiming an entire street for pedestrian-only use, as is proposed by Vision Sonora for Linoberg Street. Another example is installing features such as curb extensions that provide pedestrians with more prominence, visibility and access to a crosswalk. Curb extensions would level the field for pedestrians waiting to cross Washington Street. **Currently the Washington Street Downtown Core has the highest density of pedestrian and bicycle collisions in Sonora and Tuolumne County. Curb extensions could be a gamechanger.**

Washington Street will continue to serve as a state highway for years to come until a bypass is planned and constructed. Until then, the community needs to continue to partner with Caltrans on improvements









SCENES FROM WASHINGTON STREET, ABOVE







such as curb extensions that can be implemented without negatively impacting the performance of this regional route. While this may be seen as a challenge, Caltrans can be a good partner, helping the city realize its safe, walkable downtown vision.

Although Linoberg Street, between Washington Street and Stewart Street, is a small fragment of the overall Sonora street network, it has demonstrated "proof of concept" as a community gathering place. As promoted in the Vision Sonora document, select locations like Linoberg Street can take the streets of Sonora beyond *pedestrian-friendly* to make them pedestrian prioritizing; possibly even *pedestrian seducing.*

Whether it is the "Minimum Functional" or the "Aspirational" manifestation of Linoberg Street, successful projects like these can have an outsized impact on how a community performs.

TITLE

Caption

VISION SONORA RECOMMENDATIONS: PARKLETS, PLAZAS, BULBOUTS

Parklets: Important Factors for Success

Adapted from *Reclaiming the Right of Way: A Toolkit to Creating and Implementing Parklets, UCLA Luskin School of Public Affairs.*

Parklets are small areas within the roadway that create space for pedestrian amenities such as seating, outdoor dining, trees, and landscaping. They buffer pedestrians from moving vehicles, calm traffic, and beautify streets. They can be permanent or temporary installations that each occupy one or two on-street parking spaces. Parklets are typically created by building a platform on the pavement of a roadway to extend the sidewalk space, and retrofitting it with benches, planters, tables and chairs, umbrellas, and bike racks. Physical barriers such as sturdy railings, wheel stops, and bollards help provide safety for users.

Community Partner Roles
Typically, community partners such as adjacent businesses are the ones who apply for the necessary permits, pay for construction, and maintain parklets. Parklets produce a return on investment for these businesses by attracting more attention from customers. Groups of businesses or community groups can adopt parklets, but the group members should be in the immediate area of the parklet to keep a close eye on it. Parklet applicants should have the ability to take on $1 million of insurance; most already hold this amount of business insurance.

A Public Process
Because the parklets are in the public right-of-way, their construction will require a temporary occupancy permit from the City of Sonora and will be subject to approval from Caltrans. Following the lead of other cities, Sonora could create a permitting process for parklets that includes specifications for design and operation, and that must be renewed annually.

A Test Run
The annual September event Park(ing) Day (launched in San Francisco and now an international event) can be a useful way to test the waters for a parklet by setting up a temporary installation. Use the opportunity to talk with passers-by about their impressions of the parklet, their interest in having a more permanent parklet in that location, and their ideas for the parklet.

Seasonal Parklets
When snow is a consideration, parklets can be designed to be taken down in the winter and re-installed in warmer weather. Philadelphia addressed this issue by developing a modular system that takes less than a day to install and works well in different locations. The system includes a steel railing, a wooden deck, and planter boxes. Seating and tables of different types can then be placed in the parklet.

For case studies and more information, please refer to the UCLA toolkit referenced above, which is available as a free download from *www.its.ucla.edu/research/parklettoolkit.pdf.*









Examples of Permanent and Temporary Parklets

Typical Design Guidelines for Parklets

Parklet Size and Relation to Curb	6' width, flush with curb (1/2" gap max.)
Load	Must support 100 to 759 lbs./ square foot
Drainage	Curbside drainage must not be impeded and must allow for easy access to the space underneath
Wind/Visibility	Visually permeable outside edge; railing may be required
Barriers	4' from parklet to wheel stop (behind) 3' wheel stop installed 1' from curb (ahead)
Licensed Engineer Stamp Required?	Yes, in some jurisdictions

"I really think the parklet idea is great. Being a 15 year old, I can't drive yet, so I need to walk everywhere. It would be nice to have a little sitting area once in a while to rest on the way to walking somewhere."

Community Open House Comment

RECENT DATA REGARDING THE DANGERS OF WALKING IN DOWNTOWN SONORA

"Sonora was the location of 140 bicycle and pedestrian collisions from 2006 through 2018.

Figures 3.4 through 3.6 break down this number by parties involved and severity. The majority of these collisions occurred along Washington Street and Mono Way, as shown in Map 3.13."

"The Washington Street Downtown Core has the highest density of pedestrian and bicycle collisions in Sonora and Tuolumne County."

From Tuolumne County Active Transportation Plan, page 49:

3.9.1 Sonora: Map 3.13

Sonora was the location of 140 bicycle and pedestrian collisions from 2006 through 2018. Figures 3.4 through 3.6 break down this number by parties involved and severity. The majority of these collisions occurred along Washington Street and Mono Way, as shown in Map 3.13. The Washington Street Downtown Core has the highest density of pedestrian and bicycle collisions in Sonora and Tuolumne County. Collisions have occurred along SR 49 that are not displayed in the map due to an error in the Transit Injury Mapping System.

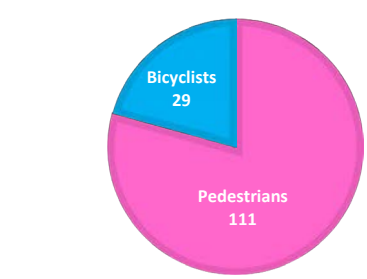


Figure 3.4: Sonora Collisions

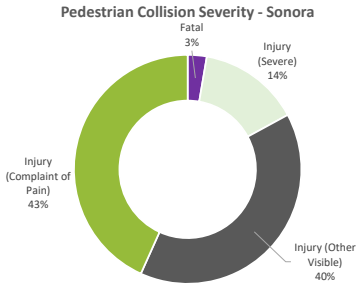


Figure 3.5: Pedestrian Collision Severity - Sonora

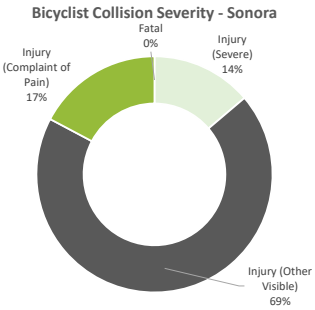
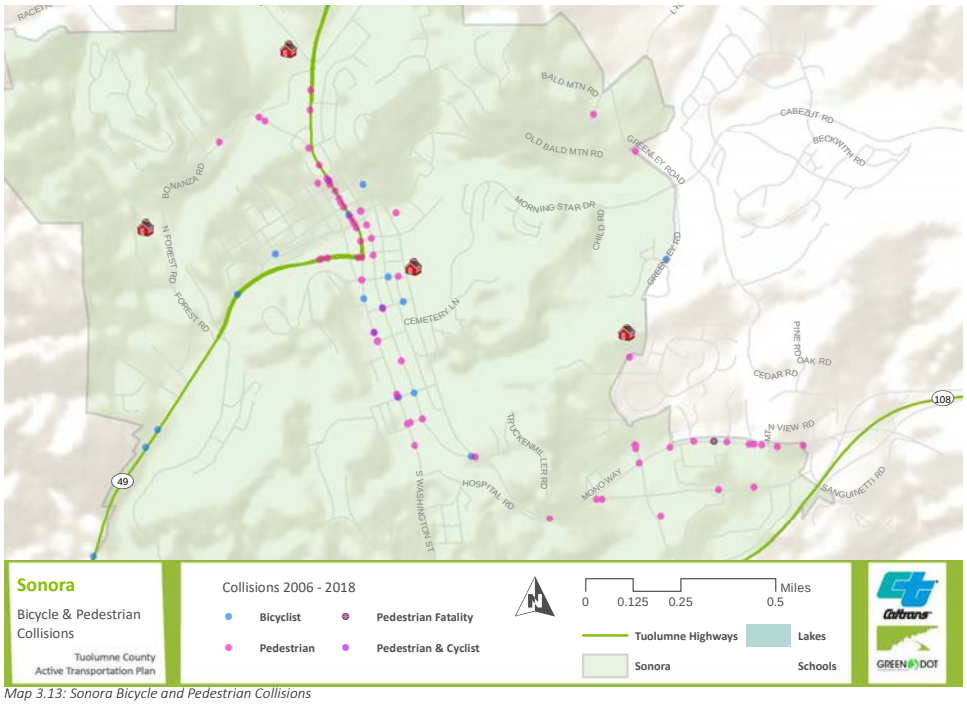


Figure 3.6: Bicyclist Collision Severity - Sonora



Map 3.13: Sonora Bicycle and Pedestrian Collisions

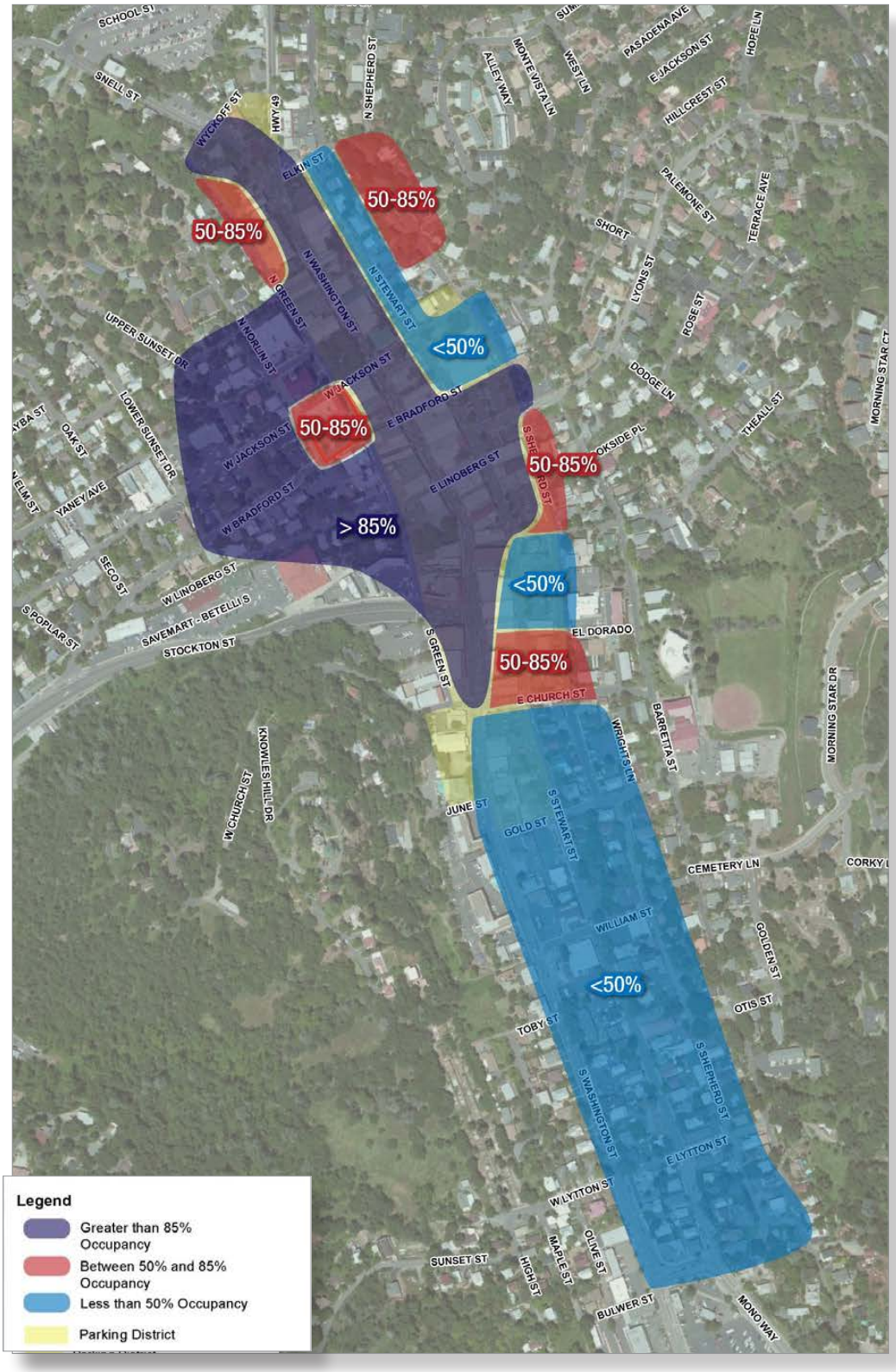
RECENT DATA REGARDING THE SUPPLY OF PARKING IN DOWNTOWN SONORA

"The parking occupancy rates observed demonstrate different needs in each part of downtown Sonora. On the northwest side of town, on-street parking has high occupancy; however there are private lots with low occupancy. On the northeast side of town, it is the opposite; on-street parking is available in close proximity to the downtown shops. However, public parking lots are full. Due to a supply of private parking spaces south of Church Street, the southern portion of Sonora has underutilized on-street parking.)"

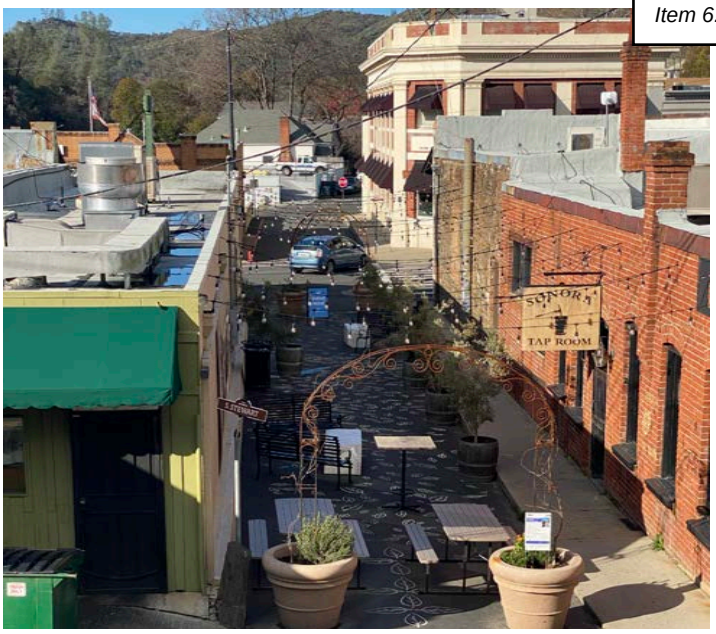
Citation from Vision Sonora

Since the collection and publication of the Vision Sonora parking data, County Courthouse services have moved out of the downtown. This has likely freed up additional parking, especially within the vicinity of Linoberg Street.

It is recommended that an updated parking utilization study be ordered by the city to understand current needs. This will enable a fully informed discussion of the tradeoffs needed (e.g., between parking supply and pedestrian injuries and fatalities) when considering curb extensions on Washington Street.




LINOBERG


SONORA
TAP ROOM


STEWART
STOP

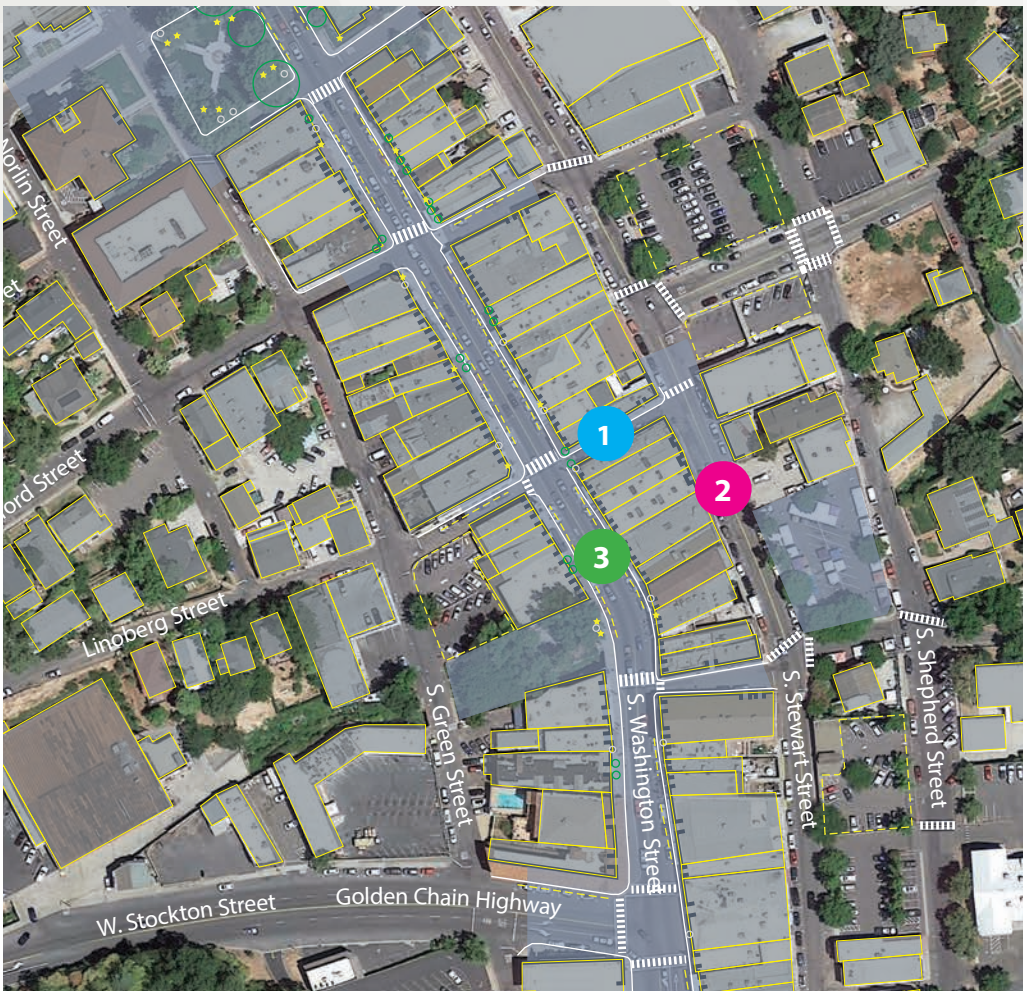





BLUE ZONES PROJECT
WASHINGTON

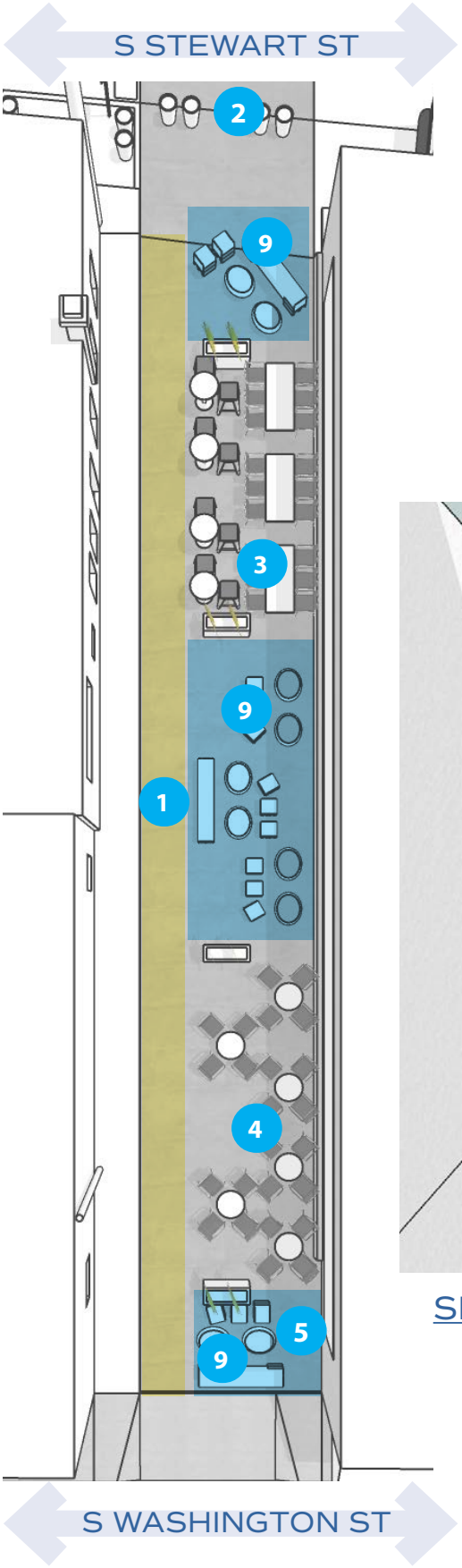
REFINED CONCEPTS

This report illustrates concepts that the Blue Zones Built Environment team believes are feasible for each of the three study areas (see "Concepts"), and, where possible, it offers options for further consideration by the city and the community (see "Concept Features"). However, it does not comprehensively address construction methods, details, or the cost of the concepts and features; nor does it address in a conclusive way maintenance and ownership issues. Final designs, their execution, and ongoing management are issues for the community. The Implementation Guide lists the actions that community members need to take and is intended to guide the city and the community in the follow-through needed to realize the recommendations in this report.



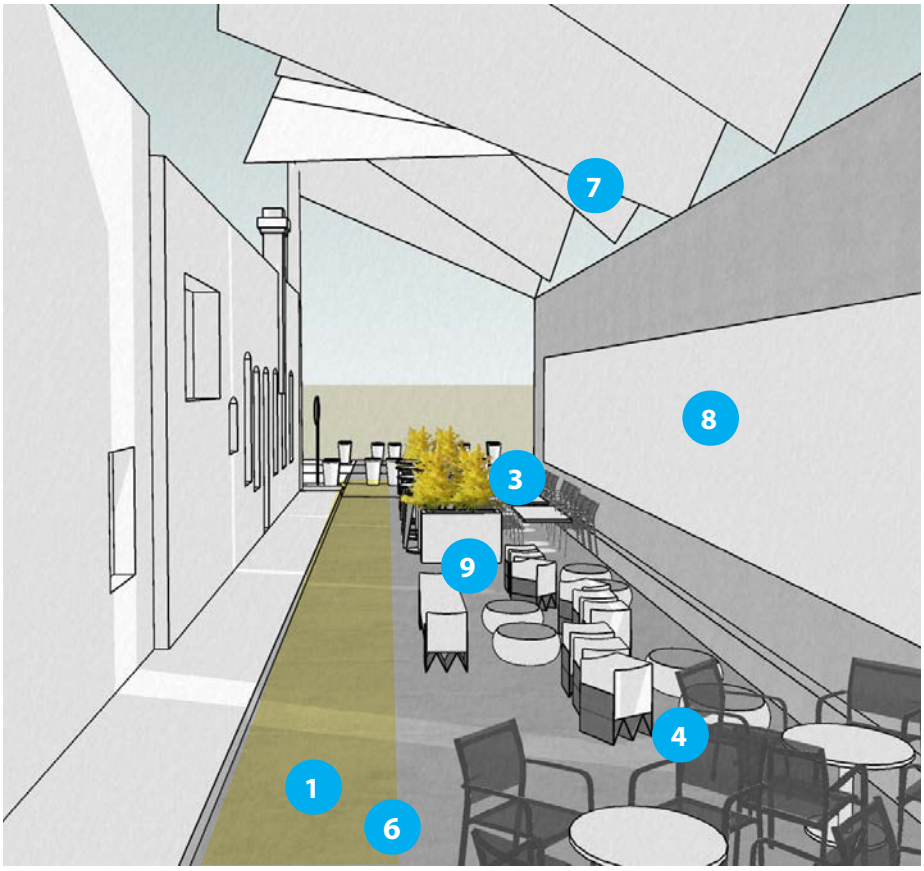
STUDY AREAS

1. Linoberg Street
2. Stewart Street
3. Washington Street



PLAN VIEW

S WASHINGTON ST

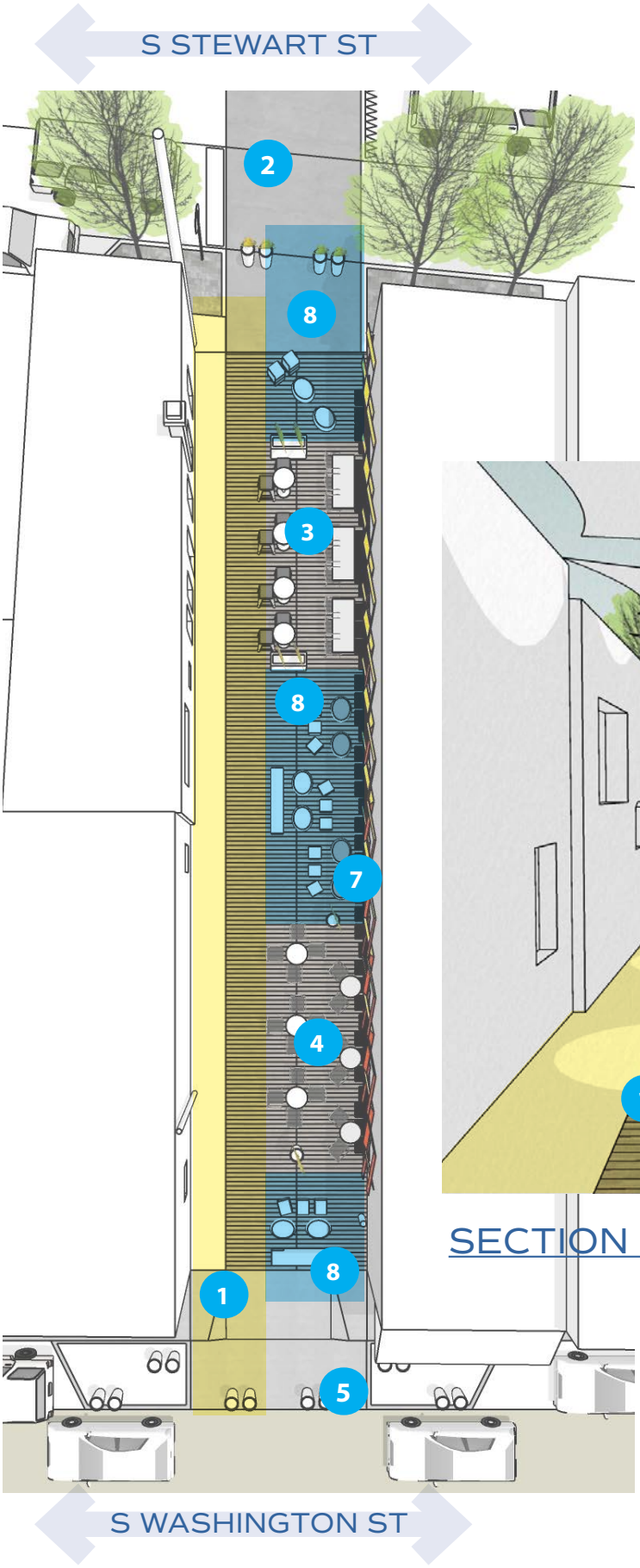


SECTION VIEW

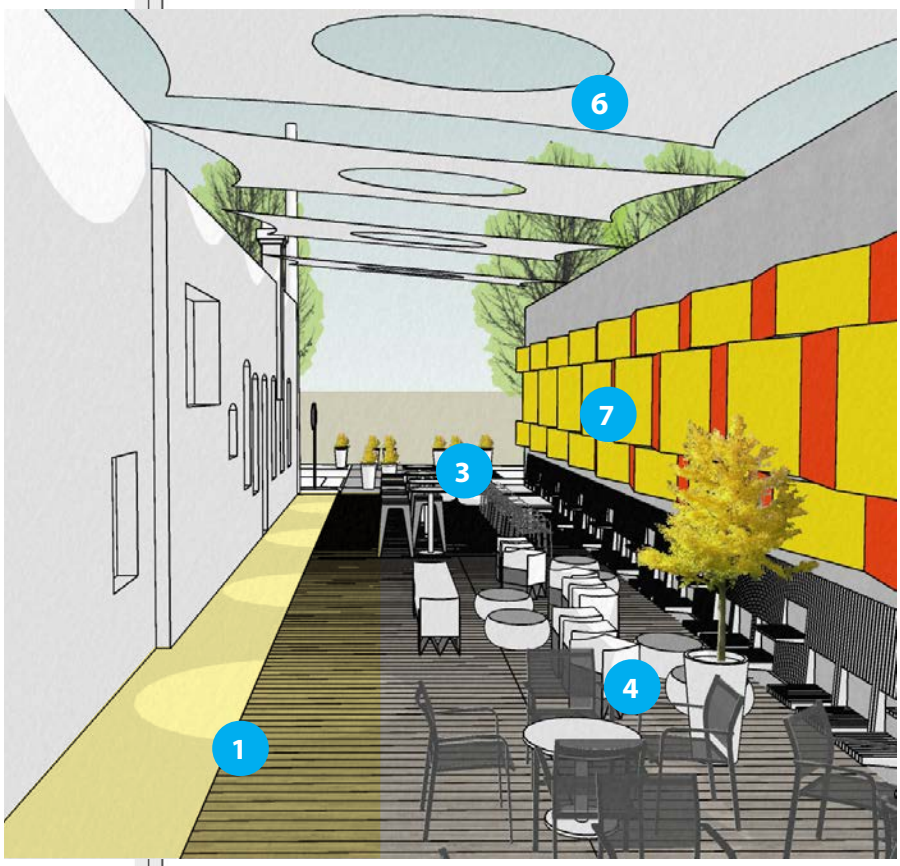
LINOBERG MINIMUM FUNCTIONAL CONCEPT

The improvements to Linoberg Street have made it a destination for pedestrians in downtown Sonora. It currently “works,” but there are issues. The accessible path the the Tap Room is narrow and requires those who depend upon such access to choose this pathway at the far end of Linoberg St. at either Washington Street or Stewart Street. In addition, there are aging utilities below grade that run through Linoberg St. that could fail and would need repair or replacement. The “minimum functional” scheme meets many of the goals of Vision Sonora and the March 2023 design charrette with the least investment in resources and the least possible disruption.

1. Accessible, continuous, and unobstructed walkway
2. Extended pedestrian zone to the edge of Stewart Street makes pedestrians more visible to motorists. Add a traffic control at this location that will require southbound traffic to stop. Add yield markings to the pavement of the northbound lane to remind drivers to cede the right-of-way to pedestrians. Install bollards or planters in the extended pedestrian zone at Stewart to prevent drivers from entering Linoberg Street from the east.
3. Tap Room seating delineated as required by California Alcohol Beverage Control regulations. Shown diagrammatically as bar tables and bar stools. Minimum of six tables.
4. Diamondback Grill seating delineated as required by California Alcohol Beverage Control regulations. Shown diagrammatically as café tables and chairs. Minimum of six tables. *Note: Cross Section does not show all of the seating for Diamondback.*
5. Preserve clear area around existing fire hydrant for emergency response
6. Existing asphalt street surface to remain until infrastructure repair and/ or replacement of underground utilities.
7. Overhead canopy protects occupants of Linoberg Street from too much sun. Design shown is “Miner’s Tent” identified as a possible option that acknowledges Sonora history. Install to minimize impact to historic structures. Allows for integration of water lines for misters that will provide additional cooling in summer.
8. Wall art: rotating display of history and/ or art installed on existing wall surface.
9. Public seating



PLAN VIEW



SECTION VIEW

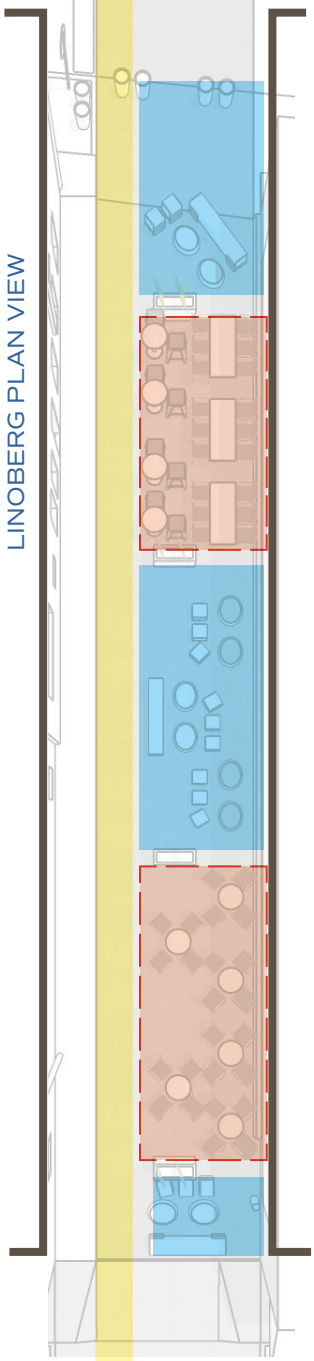
LINOBERG ASPIRATIONAL CONCEPT

The aspiration for Linoberg Street is to ultimately have a fully accessible surface across the entire extent of the alley from Washington Street to Stewart Street. Once improvements have been made to the existing infrastructure a new street surface could be paved from building face to building face. Alternately, an all-weather boardwalk decking could serve as the finished grade.

1. Accessible, continuous, and unobstructed walkway that resolves existing issues about elevation and access to businesses. Diagrammatically shown as an all-weather boardwalk.
2. Extended pedestrian zone to the edge of Stewart Street makes pedestrians more visible to motorists. Add a traffic control at this location that will require southbound traffic to stop. Add yield markings to the pavement of the northbound lane to remind drivers to cede the right-of-way to pedestrians. Install bollards or planters in the extended pedestrian zone at Stewart to prevent drivers from entering Linoberg Street from the east.
3. Tap Room seating delineated as required by California Alcohol Beverage Control regulations. Shown diagrammatically as bar tables and bar stools.
4. Diamondback Grill seating delineated as required by California Alcohol Beverage Control regulations. Shown diagrammatically as café tables and chairs bordered by planters or pots. *Note: Cross Section does not show all of the seating for Diamondback.*
5. Preserve clear area around existing fire hydrant for emergency response until such time as the hydrant has been relocated to best serve the central downtown area.
6. Overhead canopy protects occupants of Linoberg Street from too much sun. Allows for integration of water lines for misters that will provide additional cooling in summer.
7. Wall art: rotating display of history and/ or art installed on existing wall surface. Shown diagrammatically a corrugated armature that allows for installation of artwork such that it can be “read” differently as one travels from east-to-west or west-to-east.
8. Public seating

S STEWART ST

LINOBERG PLAN VIEW



S WASHINGTON ST

ALTERNATIVE ARRANGEMENTS FOR PUBLIC SEATING, RESTAURANT SEATING, AND PUBLIC WALKWAY

Multiple arrangements for seating are possible and are illustrated on these two pages. In the Linoberg "Minimum Functional Concept" the accessible, cleared walkway is proposed to be located next to the raised sidewalk. Arrangements of public and restaurant seating may vary from what is shown at left, but the walkway location is limited. In the "Aspiratonal Concept" for Linoberg, however, there are a number of configurations possible, as illustrated on the next page.



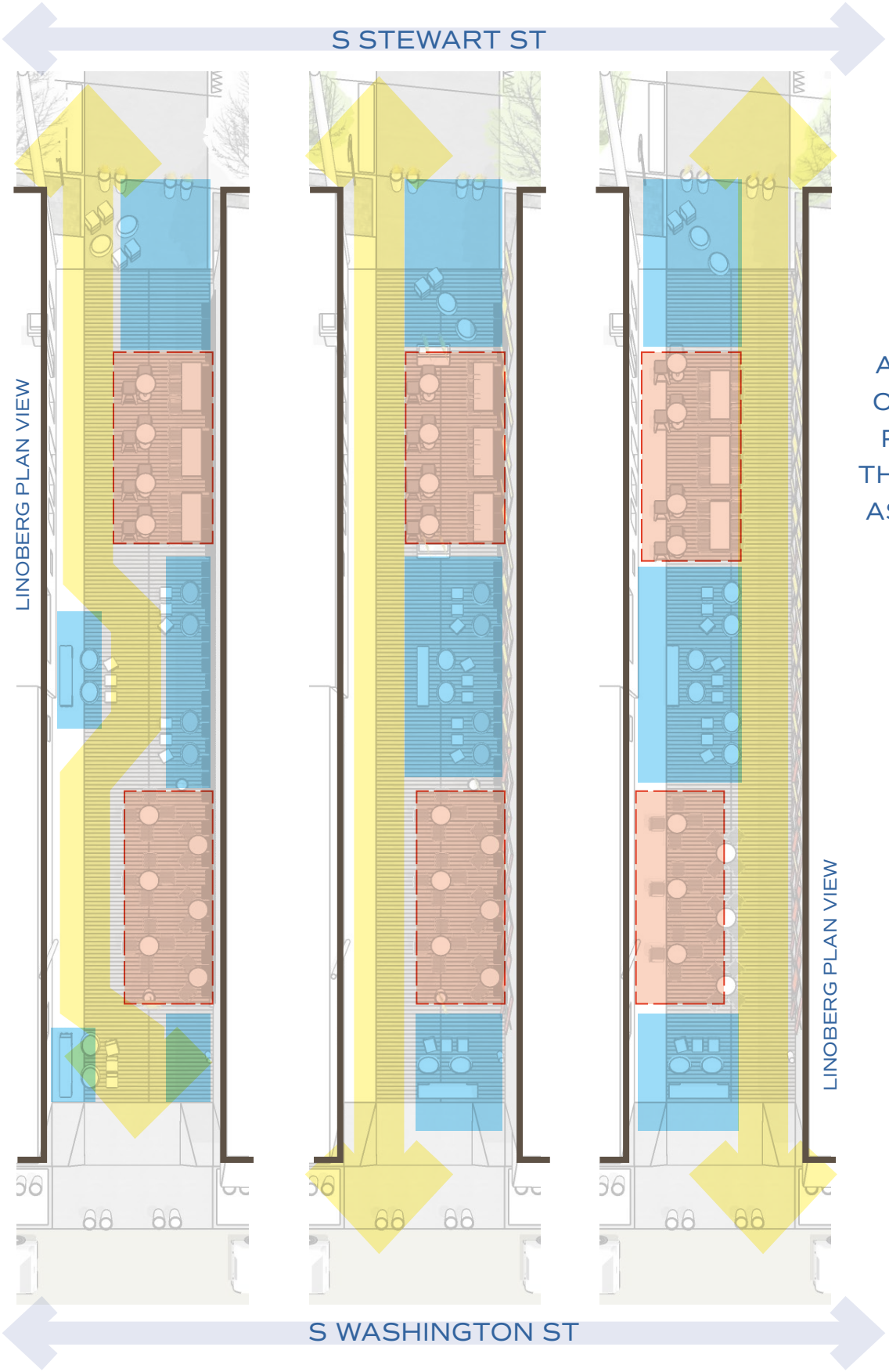
RESTAURANT SEATING

PUBLIC SEATING

WALKWAY

MIN. FUNCTIONAL CONCEPT

accessible path next to the sidewalk



MULTIPLE WALKWAY AND SEATING OPTIONS ARE POSSIBLE IN THE "LINOBERG ASPIRATIONAL CONCEPT"

RESTAURANT SEATING

PUBLIC SEATING

WALKWAY

LINOBERG CONCEPT FEATURES

LINOBERG GROUND SURFACE

There are aging utilities below grade that run through Linoberg that could fail and would need repair or replacement.

For this reason the "*minimum functional concept*" for Linoberg assumes the existing asphalt street surface will remain until infrastructure repair or replacement.

Once improvements have been made to the existing infrastructure a new street surface could be paved from building face to building face, providing an unobstructed walkway that resolves existing issues about elevation and access to businesses.

The "*aspirational concept*" for Linoberg shows an all-weather boardwalk, although the new street surface could be paved.

Regardless of the surface, regular cleaning, maintenance, upkeep, and vector control are an essential part of the management plan. .





IPÉ DECKING IN LINOBERG STREET

A number of cities have longstanding installations of boardwalk-style material in dining areas. Most contemporary installations Ipé, a smooth knot-free hardwood, similar to teak or mahogany and can last for more than 50 years without needing replacement. The photo illustration shows an installation in the Pearl District restaurant area of Portland, Oregon that has been in place for more than 15 years. Ipé decks should be cleaned regularly to remove dirt and debris.

LINOBERG CONCEPT FEATURES

SEATING

The businesses on Linoberg have shouldered the responsibility for maintaining the space and ensuring its success, but it has also become a destination for visitors who want to enjoy the lively sense of community.







A concept emerged during the March 2023 design charrette to take advantage of the low concrete curb on the south side of Linoberg Street as and element that could be enhanced with built-in seating. The illustrations show one possible design solution where seats and tables could be folded down for use, but folded up and secured during those off-hours when the businesses, or Linoberg Street, are closed.

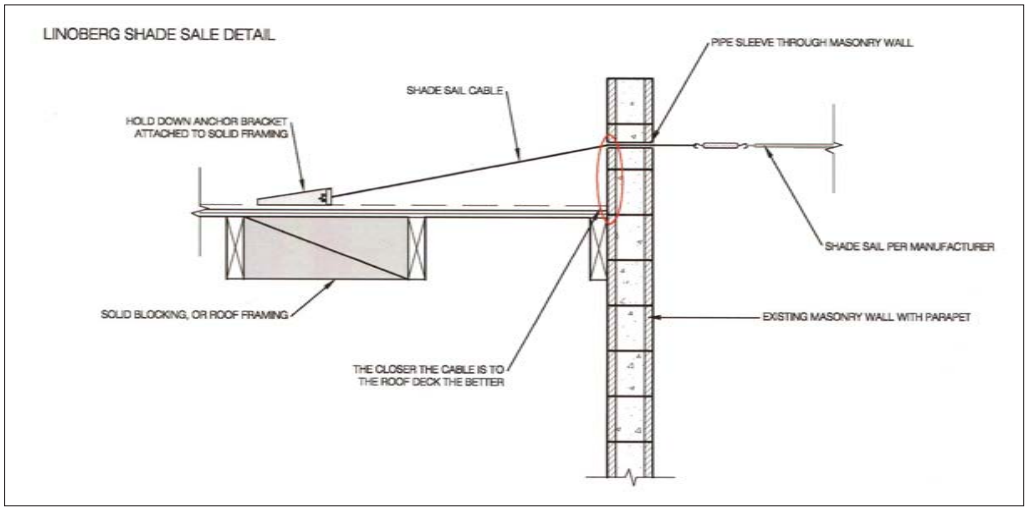
LINOBERG CONCEPT FEATURES

CANOPY FOR SHADE

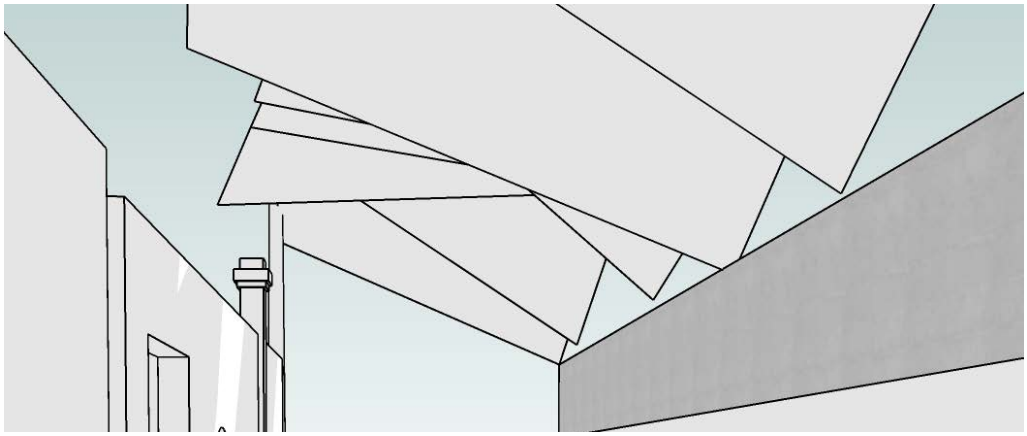
The top image shows a possible method for supporting the overhead canopy without impacting the historic Linoberg building. This detail was provided by a third party to show how the concrete block wall on the non-historical building (home to Diamondback Grill) could be used to host a structural support system for the canopy. This detail has not been vetted by Public Works or utility providers.

Allow for integration of water lines for misters that will provide additional cooling in summer.

Any sun shade must be installed above the level of existing lighting.







LINOBERG CONCEPT FEATURES

PUBLIC SEATING AND RESTAURANT SEATING

All of the illustrations of each schematic for Linoberg Street are diagrammatic and intended to represent a range of seating options that could be implemented. They include bar stools and bar tables tend to be used more for short-duration drinking and dining; café tables: low, round, square, or rectangular, are for food service—either casual or fine-dining; longer, lower dining tables are good for families and groups to linger around, and low stools and benches, with or without backs, are perfect for casual, short-term seating.





LINOBERG CONCEPT FEATURES

ART WALL

The wall art option shown in the "*aspirational concept*" for Linoberg is a slightly projecting multi-panelled surface that allows for installation of artwork such that it can be "read" differently as one travels from east-to-west or west-to-east. It could be used for rotating history displays or art.

Alternatively art and history displays can be installed directly on the wall as they are currently. Since this alternative does not project from the wall and therefore does not interfere with seating, it is more appropriate for the "*minimum functional*" concept.

Linoberg Street currently hosts an installation of historic images on the south wall. During the March 2023 design charrette the community expressed a strong desire to build upon this initial effort with something more impactful. There were voices in favor of a single, permanent installation and voices in favor of periodic, rotating, temporary exhibits. One of the ideas that emerged from the March workshops was to provide a permanent armature or structure upon which the temporary exhibits could be installed.

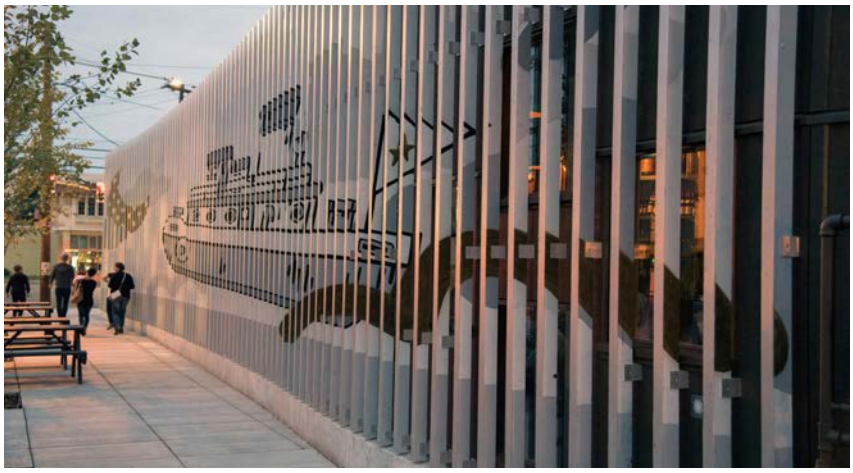


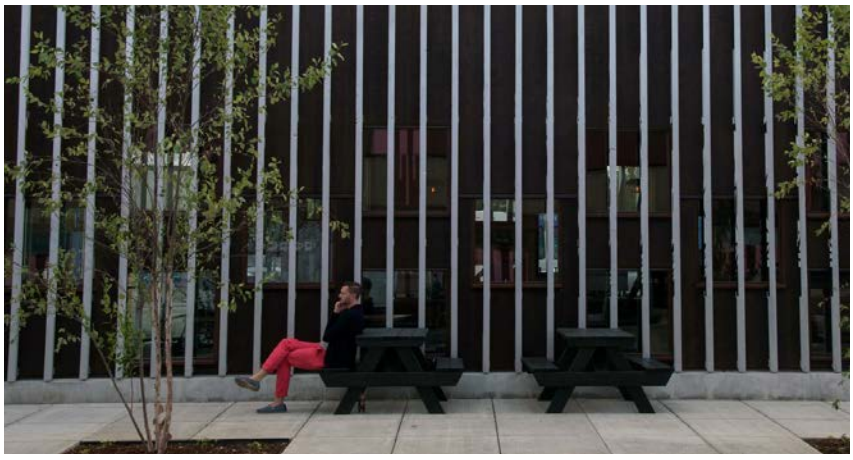


LINOBERG CONCEPT FEATURES

The illustrations in this report show one possible variation on this concept. The armature has multiple horizontal bands that are folded such that artwork on a west-facing panel would be more visible to someone traveling from Washington Street to Stewart Street and east-facing panels would be more visible to someone returning to Washington Street from Stewart Street. A horizontal band might be designated for a display associated with the history of Sonora and its people; another might be designated as a "canvas" for a visiting artist and their work. We like the idea of weaving local and regional, historical and contemporary, in ways that celebrate Sonora.

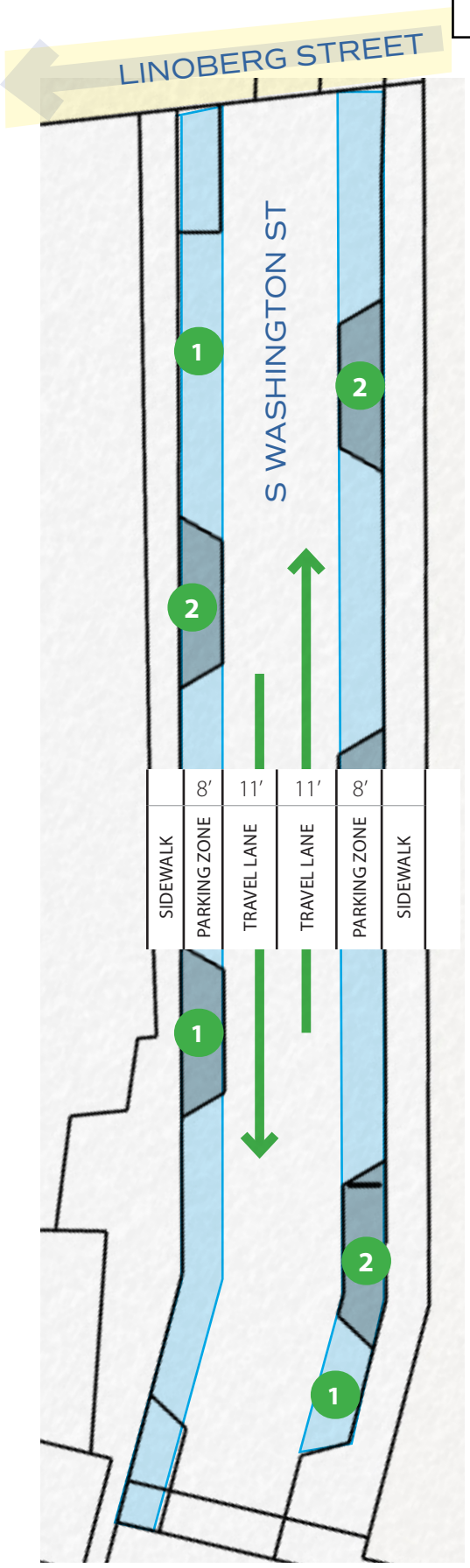








PLAN VIEW



DIMENSIONED DIAGRAM VIEW

STEWART CONCEPT OVERVIEW

Sidewalks on Stewart Street are not continuous, fully accessible, or complete—which forces pedestrians to use the street itself, placing them in conflict with cars. Sidewalks are regularly blocked to pedestrians by trash and recycling or deliveries.

Alternating curb extensions are proposed to provide space for activities that currently take place on the sidewalk and interfere with walking. For example, curb extensions would get trash receptacles or truck loading activities off the sidewalk.

The alternating curb extensions do not reduce the current width of vehicular travel lanes since they occur entirely within the parking zone.

The concept for Stewart Street maintains two-way access for cars; provides dedicated locations for trash and recycling collection and deliveries; extends opportunities for businesses by providing safe outdoor seating; and supports existing businesses, including the Farmers Market.

1 Parking zone

2 Alternating curb extension, typical. *Note: Dimensions are based on information provided, conditions must be field verified*

STEWART CONCEPT FEATURES

CURB EXTENSIONS INTO THE PARKING ZONE TO SUPPORT BUSINESS ACTIVITIES (LOADING, GARBAGE)

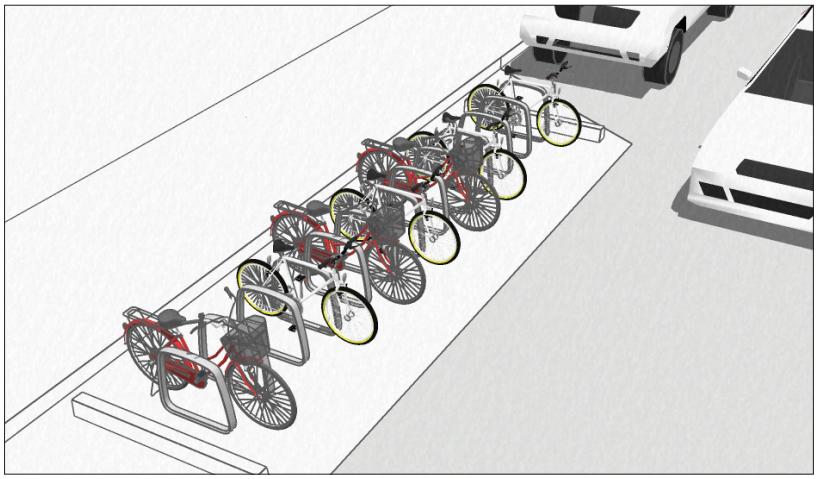
Through the use of curb extensions, repurpose limited areas of the parking zone for various activities needed on Stewart Street



Illustration of a curb extension from the NACTO Urban Street Design Guide

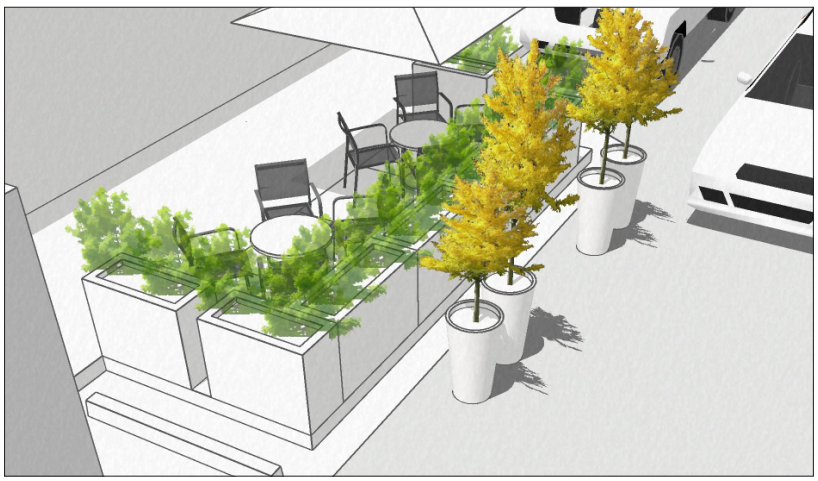
WHAT IS A CURB EXTENSION?
According to NACTO (National Association of City Transportation Officials): "Curb extensions visually and physically narrow the roadway, creating safer and shorter crossings for pedestrians while increasing the available space for street furniture, benches, plantings, and street trees. They may be implemented on downtown, neighborhood, and residential streets, large and small."

BICYCLE PARKING



PUBLIC ACTIVITIES

For public activities such as outdoor seating, for dining of food purchased at the farmers market, for landscaping and trees or stormwater collection

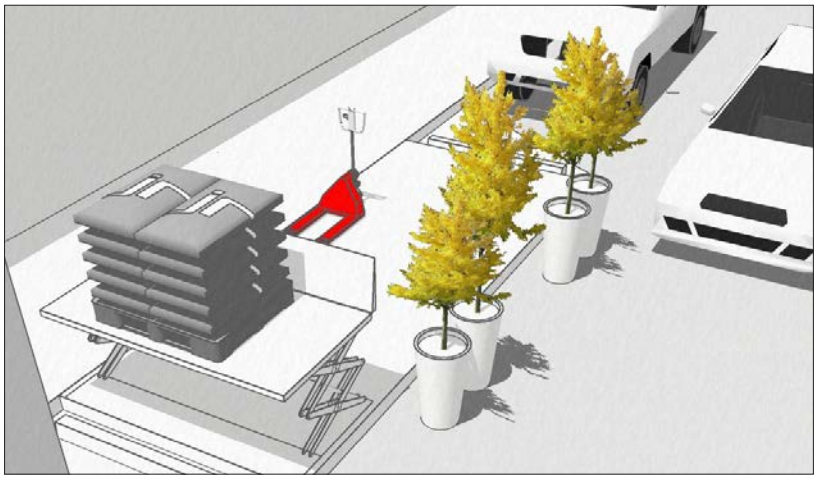


STEWART CONCEPT FEATURES

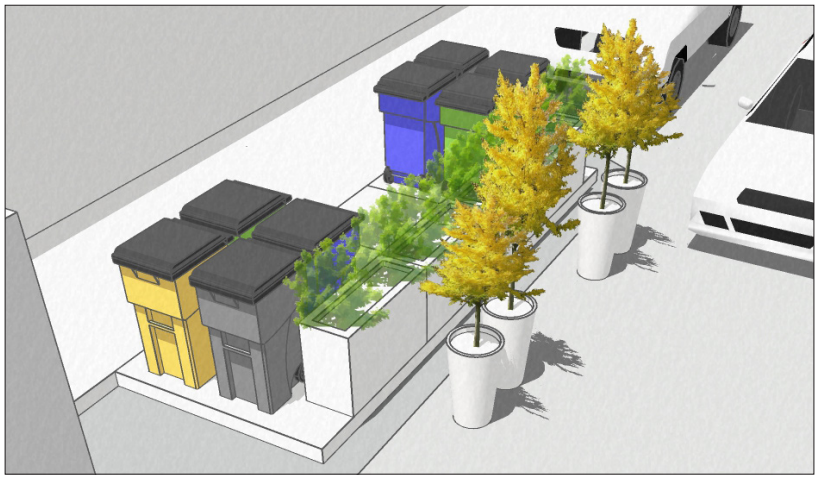
LOADING

In those business locations where loading regularly occurs and delivery vehicles are not always equipped with truck-mounted automatic power tailgates, one of the parklets on Stewart Street could be equipped with a semi-permanent installation of a scissor lift that would adjust to match the truck bed height of the service vehicle.

The illustration at right shows the scissor lift in elevated position with a pallet of material. On grade, next to the scissors jack, is a pallet jack to transport the pallet to its destination.



RECYCLING AND TRASH RECEPTACLES

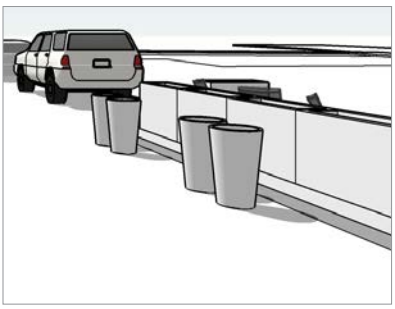


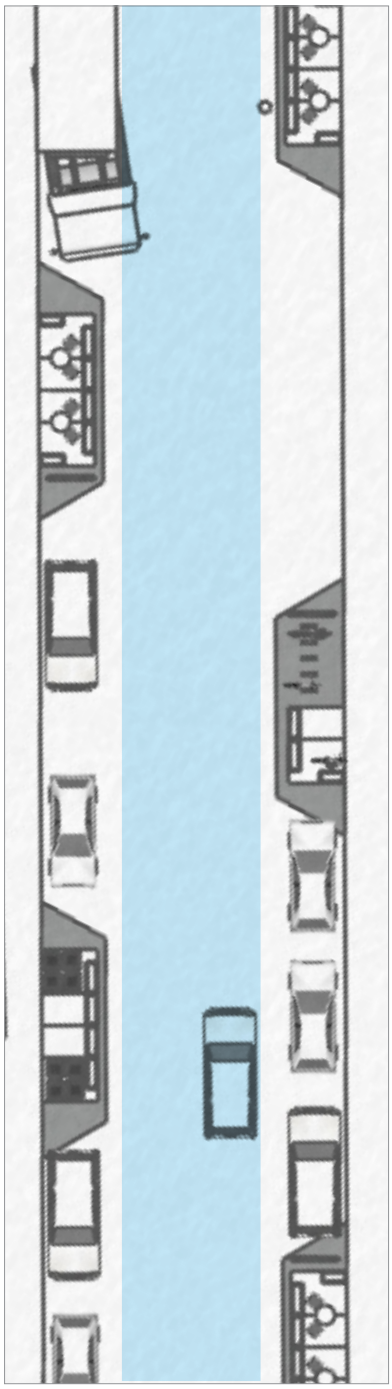
STEWART CONCEPT FEATURES

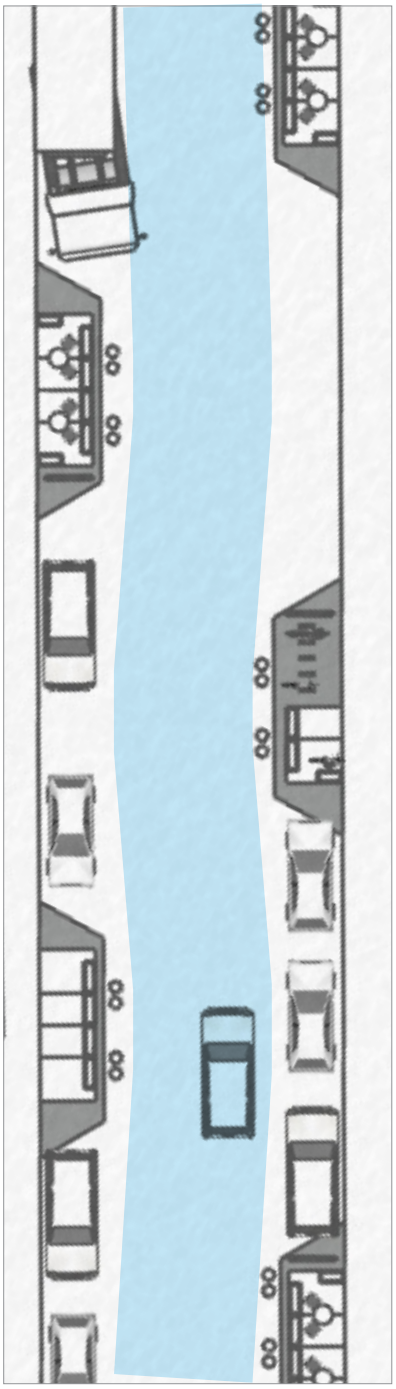
CURB EXTENSIONS

Offset curb extensions that force vehicles to move laterally, known as chicanes, are proven to calm traffic; however, this is not a key feature of the curb extensions. This is because The curb extensions proposed for Stewart Street occur entirely within parking zone. The drawing at right shows how the vehicular travel way is maintained at current widths.

Additional traffic calming can be provided by installing bollards or robust planters at the outer edge of the curb extensions. This would have the effect of directing traffic to move laterally as in a chicane design, but only slightly, as shown in the image (far right). Such additions would not limit the space for driving, however it would reduce driving speeds.







STEWART CONCEPT FEATURES

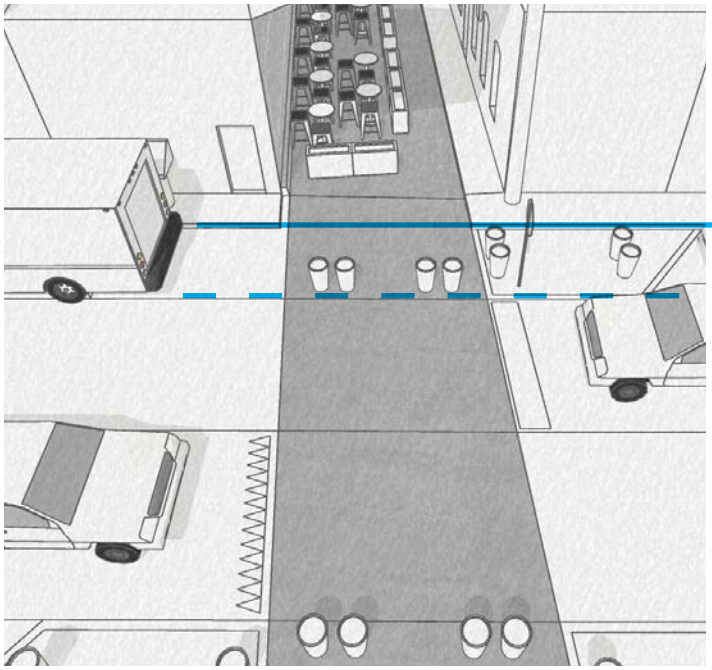
TREATMENT AT LINOBERG

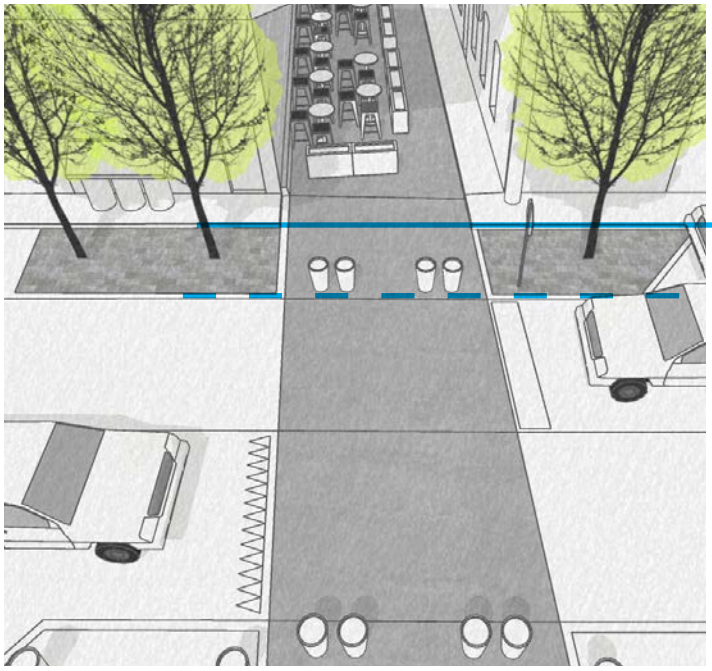
Extend the functional utility of the walkway at Stewart Street by extending the pedestrian zone to the edge of the existing southbound travel lane. This will make pedestrians ready to cross the street more visible to motorists.

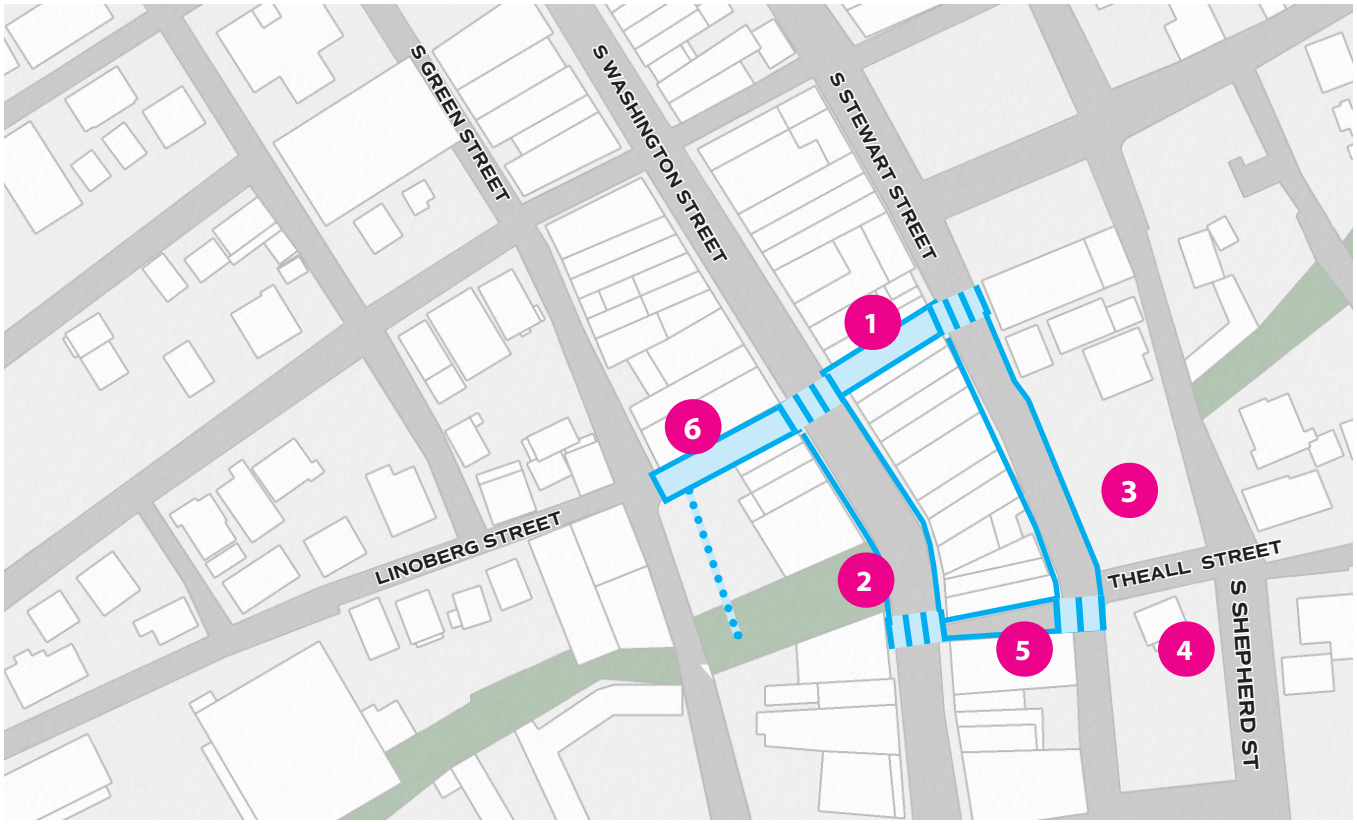
Consider adding a traffic control at this location that will require southbound traffic to stop.

Consider adding yield markings to the pavement of the northbound lane to remind drivers to cede the right-of-way to pedestrians.

Install bollards or planters in the extended pedestrian zone at Stewart to prevent drivers from entering Linoberg Street from the east.







DESTINATIONS

1. Linoberg Street
2. Cofill Park and Sonora Creek
3. Farmers Market
4. Sugg House
5. Theall Street
6. Linoberg “West”

LINKAGES

- Crosswalk with curb extension
- Sidewalks
- Pedestrian-only street and in-street pedestrian improvements
- Accessible route from Linoberg Street to Coffill Park

WASHINGTON CONCEPT OVERVIEW

Washington and Beyond

Downtown Sonora has great "bones." There are multiple opportunities to enrich the experience of being downtown for visitors and residents. Two of the strongest possibilities identified in the design charrette were "Washington and Beyond" and "Connecting Destinations."

Washington Street will continue to be the social, economic, and cultural driver of downtown Sonora. When State Route 49 is ultimately relocated, as it has been in Amador City and Sutter Creek, Washington Street will be free from freight traffic and should experience significant reinvestment.

Take advantage of support offered by CalTrans to make all possible improvements to Washington Street that will improve pedestrian safety.

Connecting Destinations

For an urban place as small, compact, and easily walkable as Sonora currently is, it is difficult for visitors to form an accurate mental map of the city and its various destinations. Even if you understand that a Coffill Park is just a block from either the Sugg House or the Farmers Market, it can be challenge to find one's way—especially if you need an accessible path.

Beginning with Linoberg Street, Linoberg Street West, and Theall Street, identify existing routes to Coffill Park and map obstacles and gaps in the accessible path. Develop a plan to connect these destinations with one another day or night; in all weather.

Develop and implement a robust wayfinding plan that is extensible to more of Sonora's destinations such as St. James Episcopal Church, Courtyard Square, the Tuolumne County Museum, or the Sonora Dome.

Find opportunities to provide access to Sonora Creek and Woods Creek for active and passive recreation.

WASHINGTON CONCEPT OVERVIEW

CURB EXTENSIONS

A curb extension is a protected area at the side of a street, usually instead of a parking space. It is recommended that these be installed in conjunction with existing crosswalks on Washington Street to increase pedestrian safety and enable easier crossing. It allows a pedestrian to safely step out to the edge of the parking zone before crossing. In this area a pedestrian is more visible to drivers.

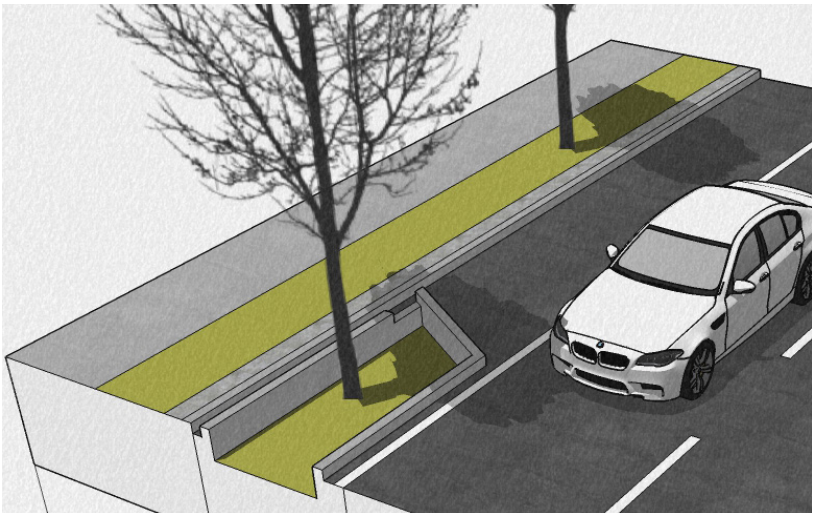
If a curb extension is mirrored on the opposite side of the street the pair serve to shorten the walking distance.

A typical curb extension can take one or two parking spaces away from the parking inventory but as data from the Vision Sonora and Tuolumne Active Transportation Plans prove, the incidence of pedestrian injuries and fatalities on Washington Street is high, yet the parking space supply serving the downtown may not be fully utilized.

As with a pedestrian refuge, a sidewalk extension can be built using temporary quick-build materials.





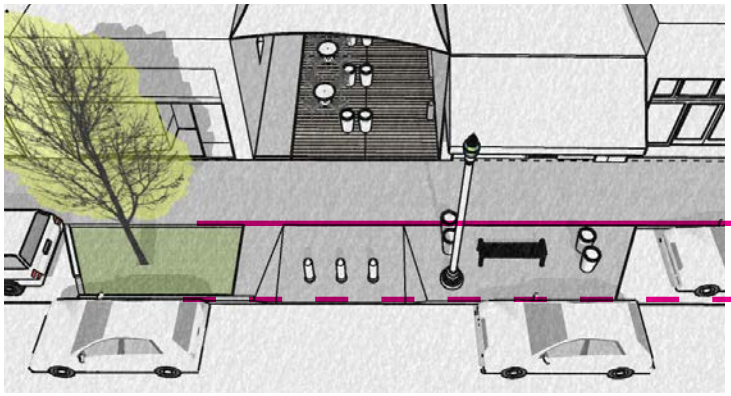


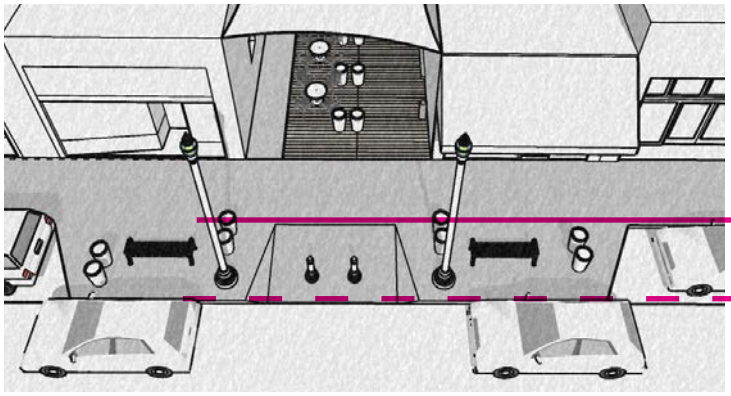
WASHINGTON CONCEPT OVERVIEW

CURB EXTENSIONS

The images at right show a curb extension at the end of Linoberg where it intersects with Washington Street. Note the extension of the sidewalk zone and the increased visibility of a pedestrian to passing cars.

The images show different options for activities within the curb extension such as seating and shade trees,





FREQUENTLY ASKED QUESTIONS

Question:

"Who maintains and takes care of the seating and regular maintenance in Linoberg Alley?"

"If seating for the public is added to the alley, who stores it; who maintains it; who benefits from it?

"Why can't we do more sidewalk dining and/or make temporary seating platforms [parklets] on Washington St like other cities?"

Answer:

To date, all of the tables and seating in Linoberg Street have been provided by abutting businesses who have also contributed to the lighting and regular maintenance and cleaning. Rules governing outdoor service were relaxed during the recent pandemic health emergency and will become more proscriptive in the future. The City will enter into agreements with businesses who will operate and maintain the quasi-public space of Linoberg Street. The intent is to provide the community with a welcoming place to meet and eat while also providing certainty about standards for maintenance.

Some of the curb extensions proposed for Stewart Street can serve the function of "parklets" (an idea promoted by Vision Sonora), providing space for public seating and outdoor dining not associated with a restaurant. Curb extensions on Stewart Street can serve as demonstration projects for increasing the amount and quality of public seating in downtown Sonora. If successful, parklets could be considered for other downtown location.

Question:

"Why was a "chicane" design considered for Stewart Street? Will this treatment impede navigation by delivery trucks?"

"Doesn't extending curbs, creating a chicane, and closing Linoberg negatively impact emergency access?"

Answer:

The Vision Sonora report identified several options for Stewart Street including closure and one-way travel. The current proposal maintains two-way, north-south travel on Stewart Street because the street serves the community in multiple ways. Most people use it in their cars and many of those people use it to avoid the congestion on Washington Street. Stewart Street also serves as the location for service, delivery, and trash and recycling pick-up—especially between Linoberg and Theall. In many ways, Stewart Street functions as an alley for businesses with addresses on Washington Street.

Emergency response, service access, and automobile travel on Stewart Street will not be impaired by implementation of the curb extensions. This is because the curb extensions fit in the existing parking zone. At the same time, the design adds alternating visual elements adjacent to the travel lanes that encourage slower speeds that are more compatible with the service functions and pedestrian activity. This can be especially effective when no parked cars are present, such as at night or off-peak traffic hours.

As shown in the Stewart Street concept, chicanes are proven to calm traffic; however, this is not a key feature of the curb extensions proposed for Stewart Street. A suggestion to consider installing bollards or robust planters at the outer edge of the curb extensions is proposed, but only as an additional option. Such additions would still does not limit the space for driving.

Question:

Won't the proposed curb extensions on Washington Street remove parking and isn't there a shortage of parking downtown?

Answer:

Evaluation of the quality and capacity of parking on Washington street will be verified in a future analysis, but there seems to be sufficient existing surface area to preserve the existing number of parked cars while also accommodating bulb-outs that will significantly improve pedestrian safety as well as provide potential for stormwater catchment and re-infiltration.

Washington Street is currently a State Route; while there are limited options available to the City of Sonora until jurisdiction is transferred to the City from the State, CalTrans is committed to improving pedestrian safety at crossings where they occur.

BLUE ZONES®

Project Sonora Linoberg Charrette | **From** Marcy McInelly, AIA

Implementation Guide

A companion to the Blue Zones Built Environment Team Sonora Linoberg Street Charrette Refined Concepts Report

The report illustrates concepts that the Blue Zones Built Environment team believes are feasible for each of the three study areas:

- Linoberg Street
- Stewart Street, and
- Washington Street and Beyond.

The report's Refined Concepts illustrates recommended designs (see "Concepts"), and, where possible, it offers options for further consideration by the city and the community (see "Concept Features").

The report does not comprehensively address construction methods, details, or the cost of the concepts and features; nor does it address in a conclusive way maintenance and ownership issues. Final designs, their execution, and ongoing management are issues for the community.

This Implementation Guide lists the actions that community members need to take to determine these answers for themselves and is intended to guide the city and the community in following through to realize the recommendations in this report.

Action / priority / partners	
1 | Implement the Linoberg St. minimum functional concept	
PRIORITY – 1-2 YEARS	
	Submit request to Sonora City Council to adopt the Linoberg St. refined concepts report and plan. City to add the project to the Capital Improvement Plan and generate cost estimates, and plan for funding. *Partners: City (administration), businesses, anyone else?*
	Establish management, maintenance, and operational agreements with businesses for use of Linoberg for restaurant seating.

BLUE ZONES®

Action / priority / partners	
	Partners: City, businesses
	Establish management and maintenance protocols for public seating areas in Linoberg and elsewhere; i.e., curb extensions proposed for Stewart Street. *Partners: City (Administration, Police, Public Works)*
2 | Implement Washington Street and Beyond concept PRIORITY – 1-2 YEARS	
	Install curb extensions for safety where Linoberg East intersection with Washington (requires elimination of two or more on-street parking spaces). Continue to work with CalTrans to improve safety for pedestrians crossing Washington. *Partners: City, Vision Sonora, CalTrans*
	If necessary commission an update to the downtown parking utilization plan to verify that downtown parking supply remains sufficient. *Partners: City*
	Connect Linoberg Street to Coffill Park and Sonora Creek through a wayfinding strategy and demonstration project that might be the first step in a comprehensive "Active Connectivity Plan." *Partners: Vision Sonora, City, Chamber of Commerce*
LONGER TERM PROJECTS	
	Establish a truly accessible route from Linoberg Street to Coffill Park and include in wayfinding signage, maps, apps and tourist information
	Establish an official Active Connectivity Plan for downtown that builds on concepts in the report, and includes a plan for phased physical improvements, a funding schedule, and is coordinated with events programming organizations and civic and commerce promotional investments. *Partners: Chamber of Commerce, City, Vision Sonora, Community*
3 | Implement Stewart Street concept	
PRIORITY – 1-2 YEARS	

BLUE ZONES®

Action / priority / partners
Install a demonstration project that builds on two recommendations in the report which are focused on the corner of Linoberg and Stewart: "Treatment at Linoberg" (page 33) to improve pedestrian safety for those crossing Stewart Street, and curb extensions for loading (page 31) which help adjoining businesses handle delivery and waste / recycling for abutting businesses. *Partners: Businesses, City, Vision Sonora, arts organization(s)*
Install a demonstration project for temporary closure of Stewart Street, possibly in conjunction with the Farmers Market or other seasonal event(s) *Partners: Blue Zones, businesses, City, Vision Sonora, Chamber of Commerce, arts organization(s)*
4 | Implementing the Linoberg aspirational concept. Priority 1-5 years
The ultimate aspiration for Linoberg Street is to have a fully accessible surface across the entire extent of the alley from Washington Street to Stewart Street. Address the aging utilities below grade that run through Linoberg that could fail and would need repair or replacement and develop a plan for improvements. *Partners: City (administration, Public Works), utility providers*
Once utility replacement and/or relocation issues have been completed, pave a new street surface or install all-weather boardwalk decking from building face to building face. *Partners: City (administration, Public Works), utility providers*

LINOBERG ST. REFINED CONCEPTS

CITY OF SONORA, BLUE ZONES PROJECT

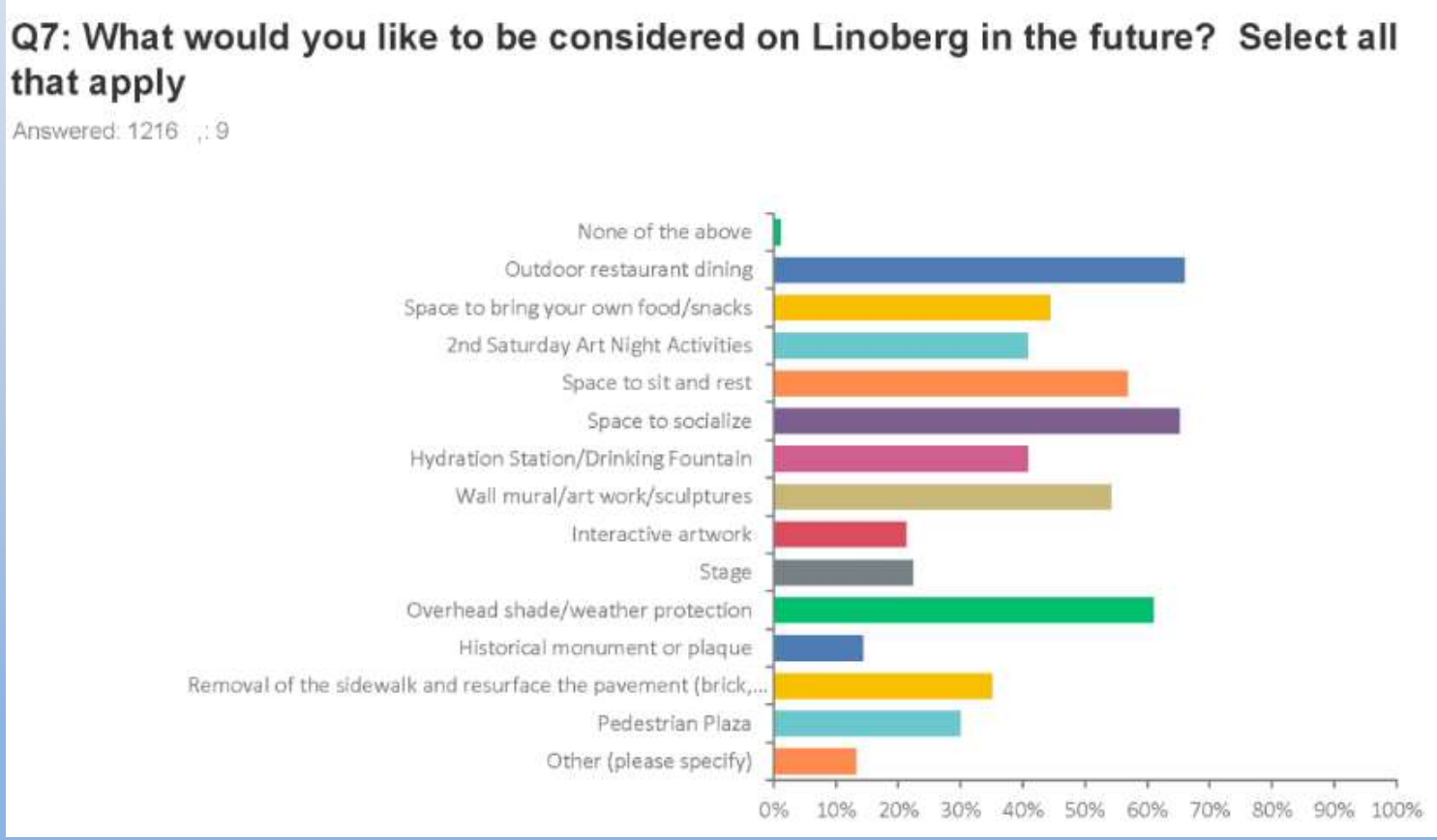
Tyler Summersett, Executive Director, Blue Zones Project Tuolumne County
November 6, 2023

Refined Concept Report: *Overview*



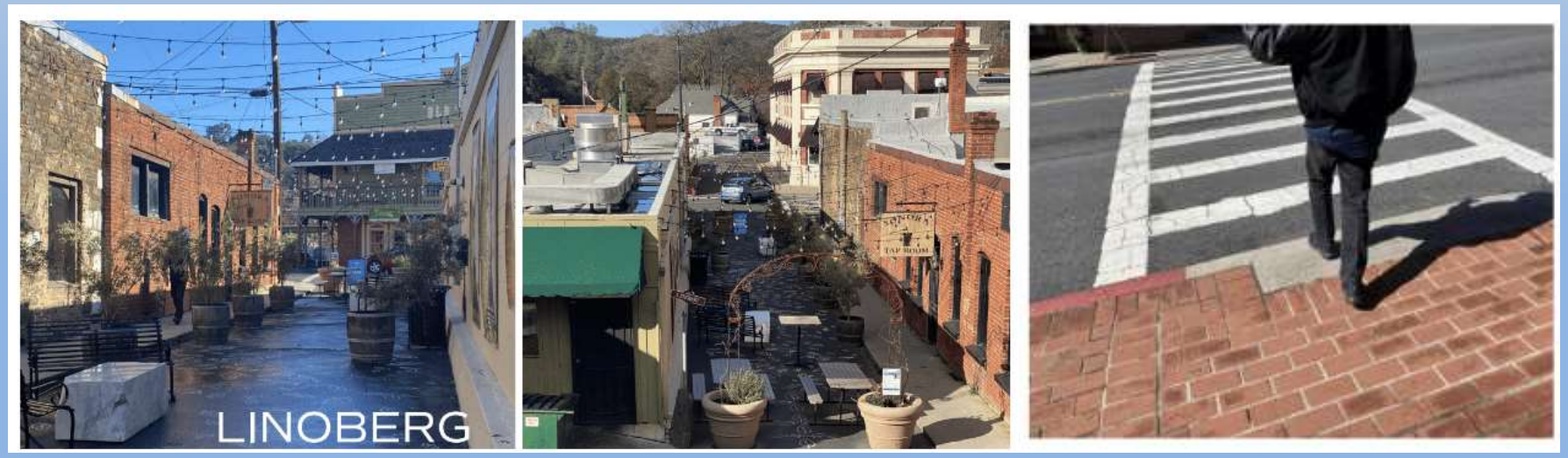
Refined Concept Report: *Survey Says*

- Community survey with1,225 responses
- Dining, socializing, sitting or resting and want to see more of those activities continue.
- Overhead shade or weather protection
- Wall mural, art or sculptures
- 2nd Saturday activities
- Public space to enjoy refreshments

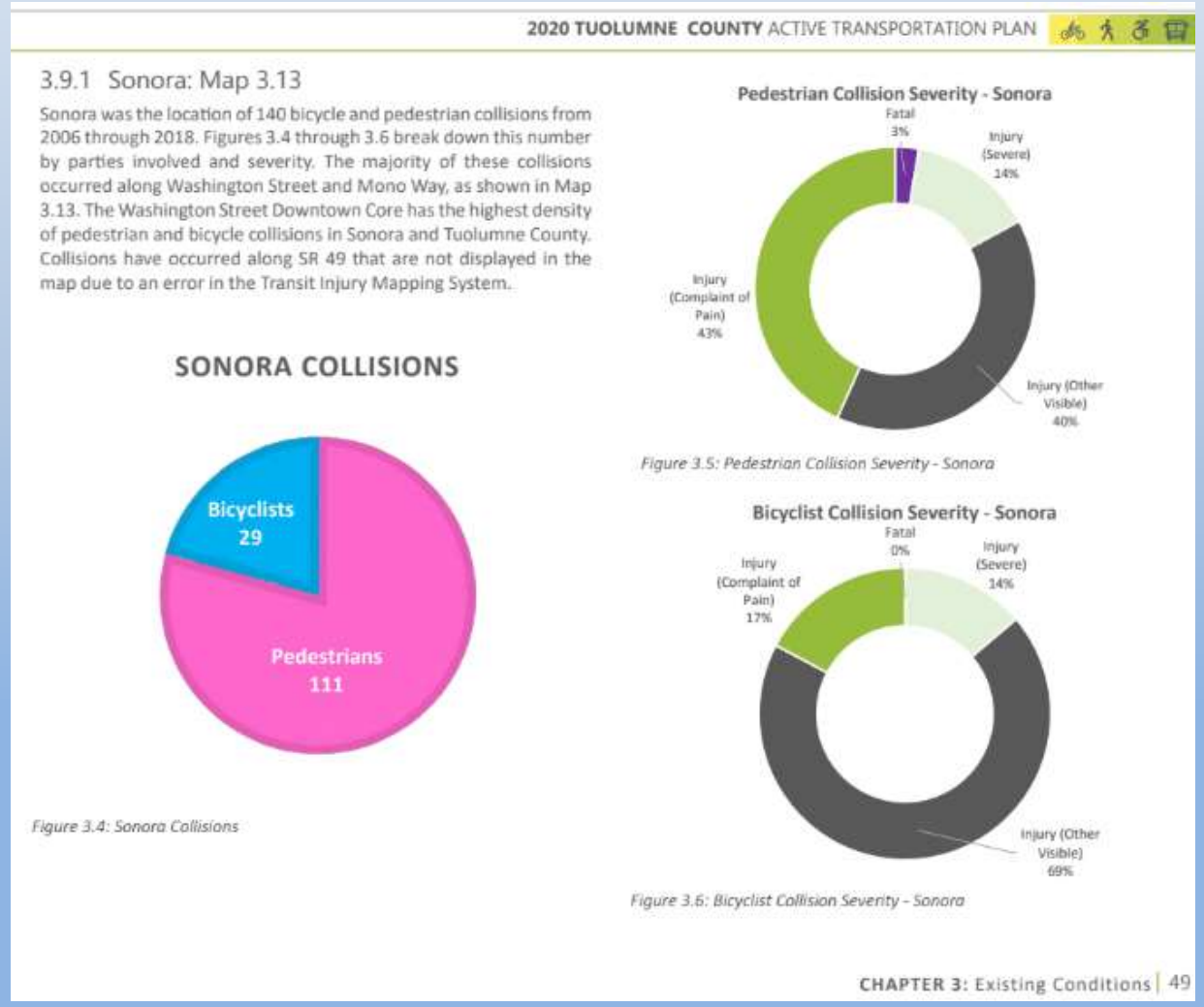


Refined Concept Report: *What Makes A Great Downtown?*

- Safe, welcoming, pedestrian friendly streets
- Prioritize pedestrians
  - Closure of streets for pedestrian use only (Linoberg)
  - Use of curb extensions to provide pedestrians with more prominence, visibility and access to a crosswalk



REFINED CONCEPTS REPORT: *PEDESTRIAN SAFETY*



2020 TUOLUMNE COUNTY ACTIVE TRANSPORTATION PLAN

3.9.1 Sonora: Map 3.13

Sonora was the location of 140 bicycle and pedestrian collisions from 2006 through 2018. Figures 3.4 through 3.6 break down this number by parties involved and severity. The majority of these collisions occurred along Washington Street and Mono Way, as shown in Map 3.13. The Washington Street Downtown Core has the highest density of pedestrian and bicycle collisions in Sonora and Tuolumne County. Collisions have occurred along SR 49 that are not displayed in the map due to an error in the Transit Injury Mapping System.

Figure 3.4: Sonora Collisions

Figure 3.5: Pedestrian Collision Severity - Sonora

Figure 3.6: Bicyclist Collision Severity - Sonora

CHAPTER 3: Existing Conditions | 49

- "The Washington Street Downtown Core has the highest density of pedestrian and bicycle collisions in Sonora and Tuolumne County."

-Tuolumne County Active Transportation

REFINED CONCEPTS REPORT: *PARKING*



- Parking availability: Perception versus Reality
- Closure of County buildings improved available parking
- An updated parking utilization study would clarify current needs

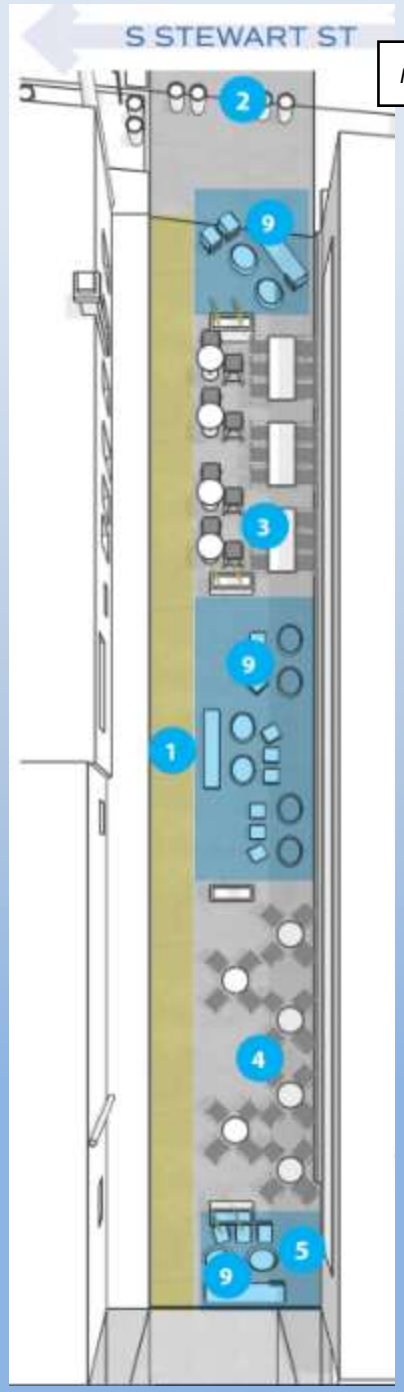
MINIMAL FUNCTIONAL CONCEPTS

The improvements to Linoberg Street have made it a destination for pedestrians in downtown Sonora. It currently "works," but there are issues.

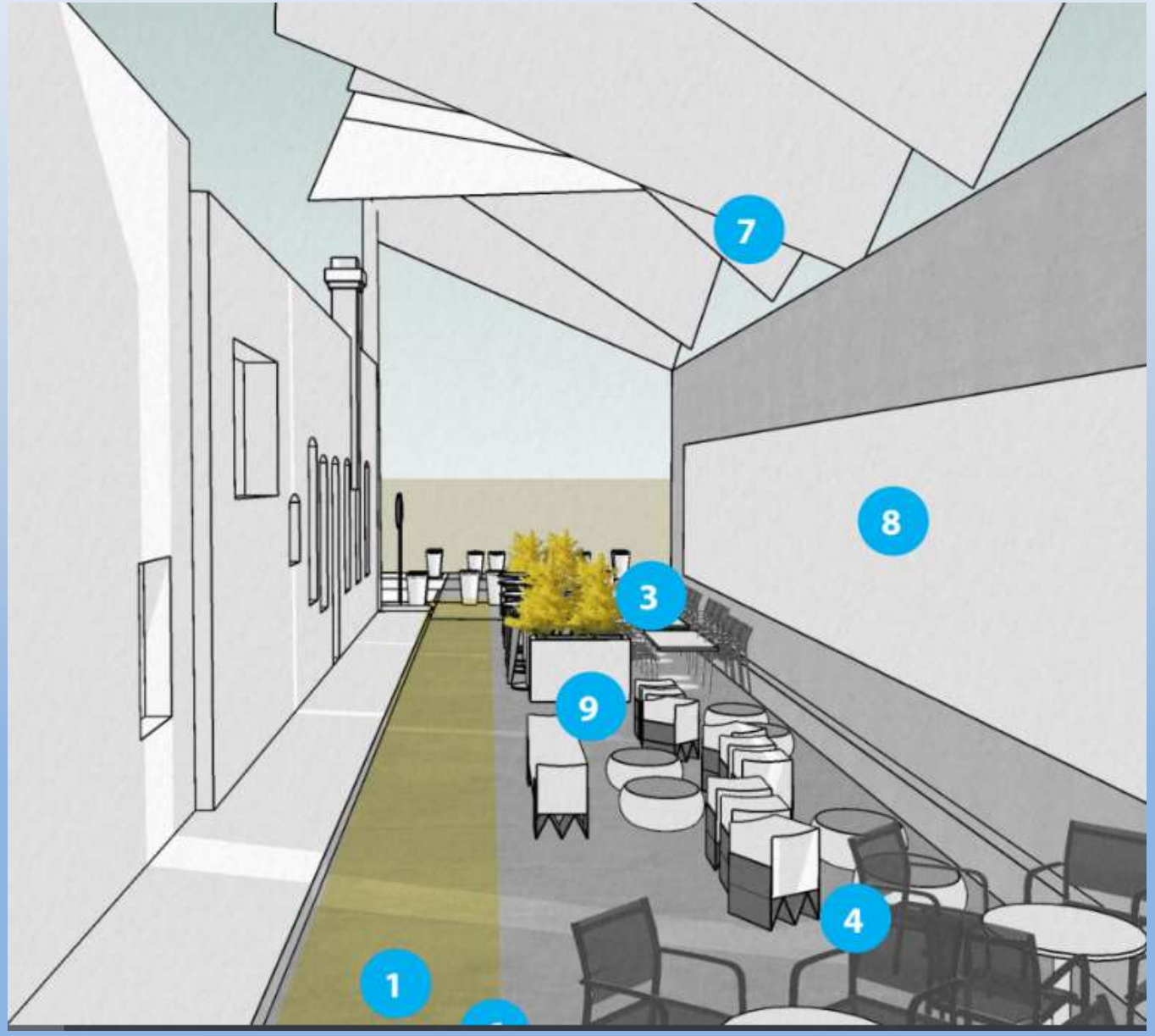
The ADA accessible path to the Tap Room is narrow and requires those who depend upon such access to choose this pathway at the far end of Linoberg St. at either Washington Street or Stewart Street.

In addition, there are aging utilities below grade that run through Linoberg St. that could fail and would need repair or replacement.

The "minimum functional" scheme meets many of the goals of Vision Sonora and the March 2023 design charrette with the least investment in resources and the least possible disruption.



MINIMAL FUNCTIONAL CONCEPT



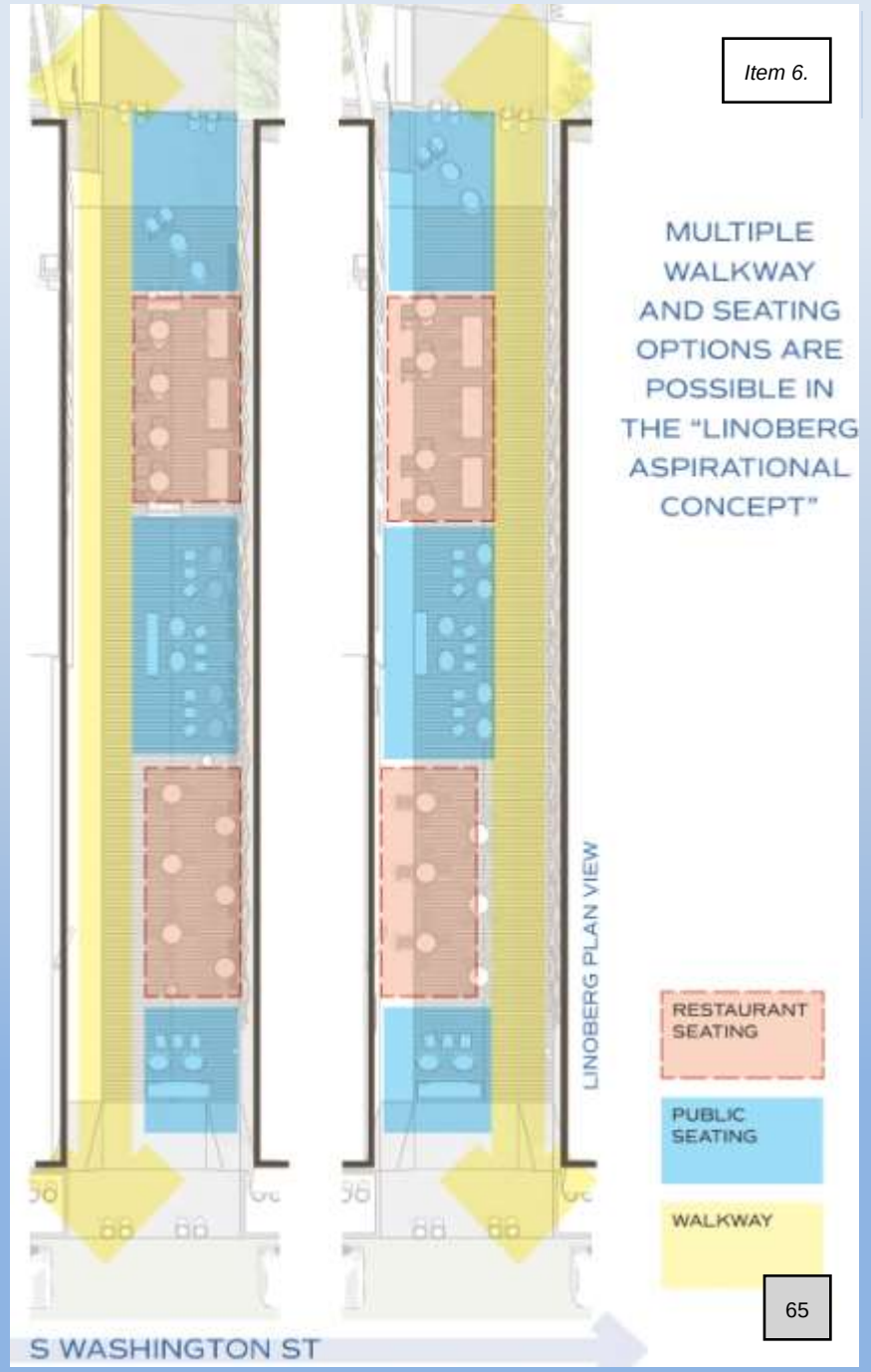
- Accessible, continuous, and unobstructed walkway
- Extend pedestrian zone to edge of Stewart for higher visibility
- Diamondback & Taproom Seating areas clearly delineated
- Preserve clear area around fire hydrant for emergency response
- Keep street & sidewalk surfaces until infrastructure concerns are addresses
- Overhead Canopy
- Minimal wall Art
- Public Seating

LINOBERG ASPIRATIONAL CONCEPT

The aspiration for Linoberg St. is to ultimately have a fully accessible surface from Washington to Stewart Street.

Once improvements have been made to the existing infrastructure, a new street surface could be paved from building face to building face.

Alternately, an all-weather boardwalk decking could serve as the finished grade.





ASPIRATIONAL CONCEPT

- Address walkway elevation: Ensure even street & sidewalk surfaces
- Wall Art installation that can be rotated, modified, and updated
- Additional Public Seating
- Re-route walkway pattern to either side, or zig-zag, on Linoberg

Where Do We Go From Here….?

DEMONSTRATION PROJECTS

- Improve pedestrian walkway on Stewart St. at E. Linoberg
  - Remove one parking spot (protect pedestrians crossing Stewart)
  - Add curb extension (space for trash cans off of sidewalk)
  - Allow three to six months to collect feedback from business owners, community members and visitors

CURB EXTENSIONS INTO THE PARKING ZONE TO SUPPORT BUSINESS ACTIVITIES (LOADING, GARBAGE)

Through the use of curb extensions, repurpose limited areas of the parking zone for various activities needed on Stewart Street



- Temporary closure of Stewart St.
  - Temporary closure of Stewart St. from Lyons to Theall Streets
  - In conjunction with Farmers Market, 2nd Saturday Art Night or other seasonal events
  - Allow minimum of six to nine months to collect feedback

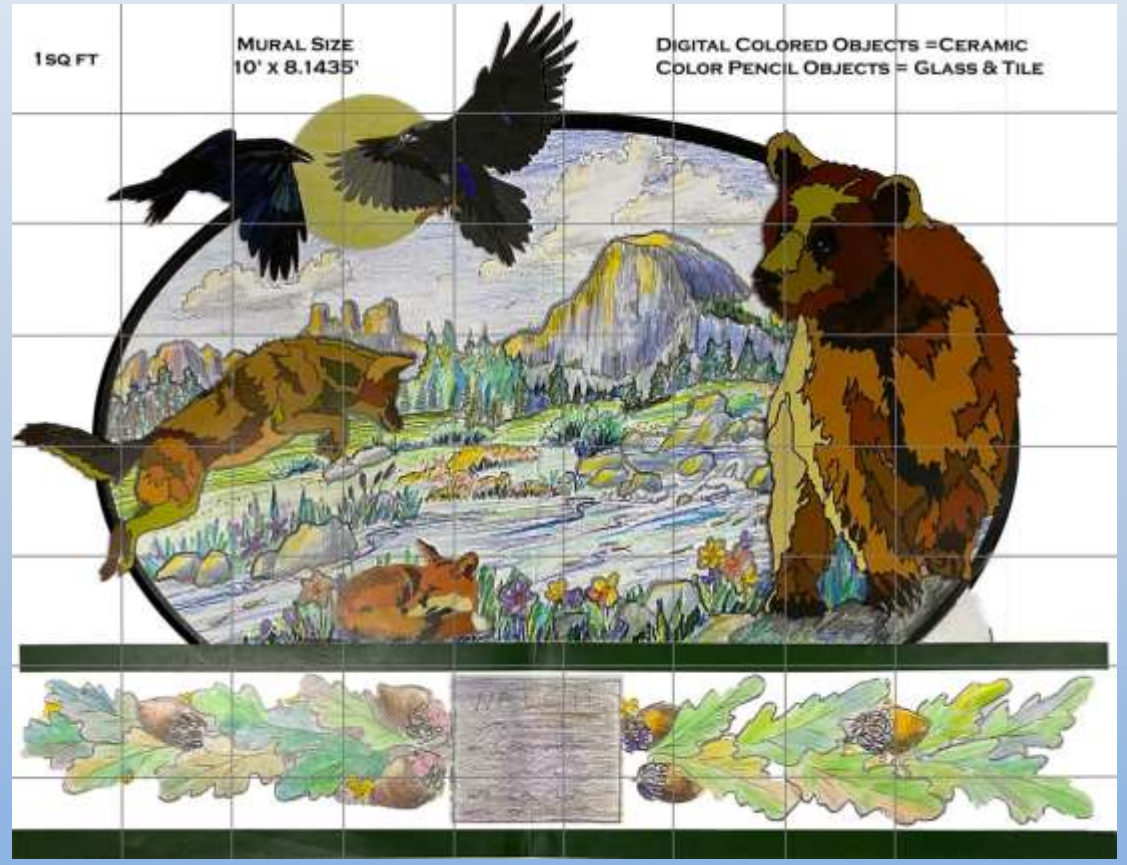
Mural/Mosaic and Art options

Wall art option–
1. projecting multi-paneled surface that allows for installation of artwork such that it can be “read” differently as one travels from east-to-west or west-to-east. It could be used for rotating history displays or art.

2. installed directly on the wall as they are currently. Linoberg Street currently hosts an installation of historic images on the south wall.

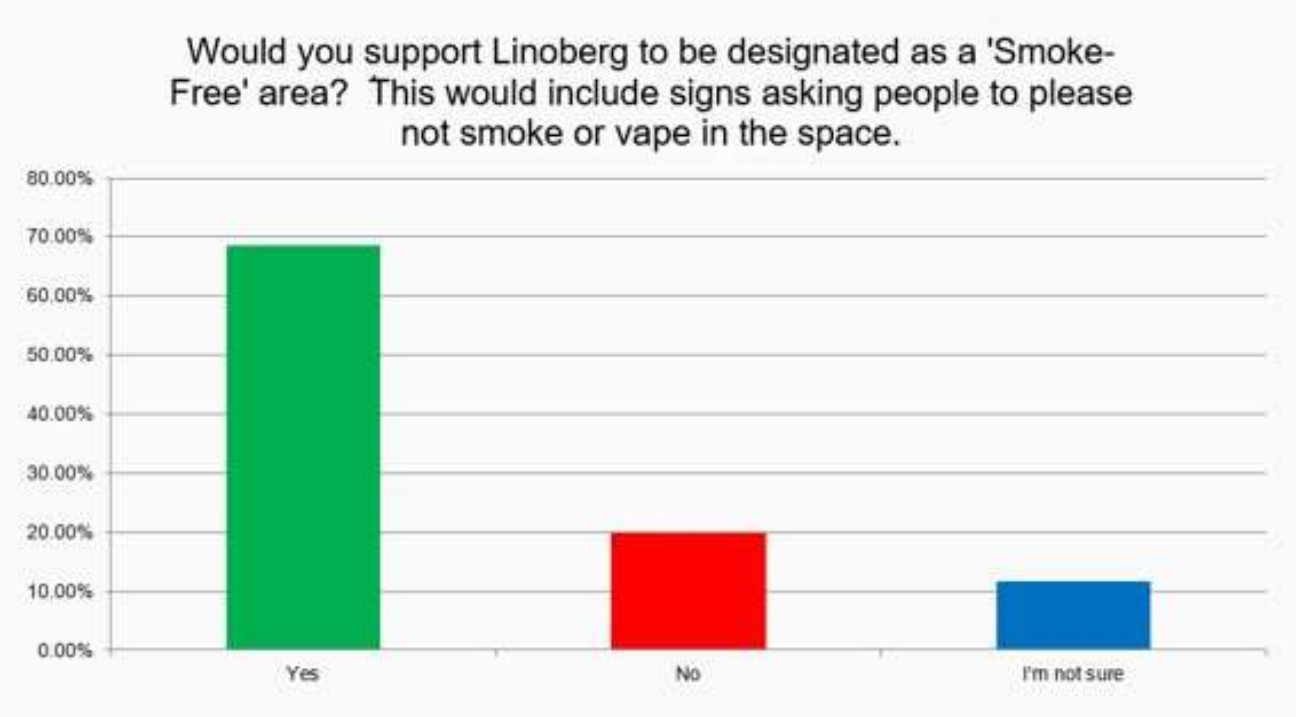
During the March 2023 design charrette the community expressed a strong desire to build upon this initial effort with something more impactful. There were voices in favor of a single, permanent installation and voices in favor of periodic, rotating, temporary exhibits.

Working in coordination with TC Arts Council and Vision Sonora Committee



SUGGEST SMOKE-FREE, VAPE-FREE LINOBERG

- Designate Linoberg as a smoke-free, vape-free space
  - Nearly 70% support
  - Install signage
- Install signage
- Designate separate smoking area?



RECOMMENDATIONS

- Accept Sonora Linoberg Street Refined Concepts Report and allow it to guide future improvements of downtown
- Permit BZP to move forward with suggested Demonstration Project
- Designate Linoberg as a smoke-free, vape-free space
- Allow BZP to coordinate with local artists, historians, and cultural representatives to develop art installations

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 6, 2023

TO: Honorable Mayor and Members of the City Council

FROM: Tracy Skelly, Administrative Services Officer

SUBJECT: Disbursements in the amount of $159,339.24 and $162,737.98 for payroll

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RECOMMENDATION

Consider approval of disbursements in the amount of $159,339.24 and $162,737.98 for payroll, including employee salaries, employer and employee taxes, retirement contributions, miscellaneous voluntary employee deductions, holiday pay, and other adjustments, including retro-pay.

DISCUSSION

These payrolls were the second (2nd) and first (1st) payrolls of the month, respectively, which was an expected amount.

These payrolls are the 8th and 9th payrolls of 26 for FY23-24, we would have expected to expend 34.62% of the budgeted amount. In total, we have expended 27.85% of the Salaries and Wages for the FY 23-24 budget.

FISCAL IMPACT

Disbursements are part of the approved FY23-24 Budget.

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 6, 2023

TO: City Council Members

FROM: Melissa Eads, City Administrator

SUBJECT: Consider Approval of a Contract Award to Preparative Consulting for the Comprehensive Update to the City Emergency Operations Plan (EOP)

RECOMMENDATION

Approve a Contract Award between the City of Sonora and Preparative Consulting in an Amount not to Exceed $93,000 for the Comprehensive Update to the City Emergency Operations Plan (EOP).

DISCUSSION

PURPOSE

The purpose of the Emergency Operations Plan (EOP) is to make clear the City's policies and procedures in the mitigation, response, and recovery of emergency events. Emphasis is placed on saving lives, preserving property, and minimizing the effects of disaster. The EOP provides for the necessary identification of resources allowing them to be scaled effectively and economically with the expansion or contraction of events. The plan also identifies organizational and individual lines of authority and responsibility. Simply put, the "*EOP describes who will do what, when, with what resources, and by what authority before, during, and immediately after an emergency."* (FEMA Guide for All-Hazard Planning)

REQUIREMENTS

According to the City of Sonora Municipal Code, 8.30.110, *The Emergency Service Coordinator shall be responsible for the preparation of an Emergency Service Plan. This Plan shall be a written document detailing mitigation, preparedness, response, and recovery processes for use in dealing with actual or potential disasters and shall be the framework within which emergency response agencies may function to safeguard life and property.*

The Governor's Office of Emergency Services (CalOES) and the Federal Emergency Management Agency (FEMA) require a jurisdiction to have an updated Emergency Operations Plan (EOP), review and update is recommended every two (2) years. As a further requirement, the City must utilize SEMS, the Standardized Emergency Response System, for state funding eligibility of response-related personnel. According to the California Disaster Assistance Act (CDAA), SEMS requires emergency response agencies to use basic principles and components of emergency management including incident command system (ICS), multi-agency or inter-agency coordination, the operational area concept, and established mutual aid. Compliance with SEMS shall be documented in areas of planning, training and exercise, and performance.

Government Code 8593.3.5 was enacted to address the emergency needs of people with disabilities and other access and functional needs, as well as equity and cultural competency. The approach recognizes that collaboration, inclusion, and participation are necessary for the protection and preservation of communities. Cal OES has begun audits of Emergency Operations Plans to enforce compliance with this requirement.

2014 PLAN

The City of Sonora last adopted the EOP in 2014. The City has not updated or trained on the existing plan since 2014. The City's EOP is a Basic Plan, which includes an outline of policies and objectives, as well as an overview of elements of response common to all emergencies. The City did not create hazard-specific annexes, instead relied upon the County Plan. Annexes begin to provide detailed information and directions for events. City Staff has chosen to include Fire, Active Shooter/Civil Unrest, Flooding, and Earthquake as the Hazard Annexes for inclusion in the update. Annexes provide for increased situational awareness, lists planning assumptions, identifies the roles and responsibilities of staff and City Departments, and are more tactical in nature. As Council is aware, in significant events, our internal resources are quickly exceeded. Partnership and coordination with the County through this planning process remains a fundamental objective, as does increasing our internal understanding of these organizational relationships and authorities.

THE UPDATE

With this update, the City will ensure that it meets its own local ordinance requirements as well as FEMA Guidelines, Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS), and the whole community approach to planning.

The EOP will:

- Identify authorities and assign responsibilities for planning and response activities.
- Identify the scope of potential hazards which is the basis for planning.
- Identify other jurisdictions and organizations with which planning, and emergency response activities should be coordinated.
- Determine the emergency organizational structure which will manage the response for the City.
- Establish policies and procedures for providing public information.
- Identify personnel, equipment, facilities, supplies, and other resources within the jurisdiction or by agreement by other agencies.
- Provide preplanned response actions which will be taken by emergency personnel in the operational area to mitigate the emergency effects.
- Describe resources to support emergency response.
- Provide for continuity of government operations.
- Outline the process for ordering and rendering mutual aid.

Paul Bockrath, with Preparative Consulting, was identified as the top-scoring firm after a solicitation through a Request for Proposals issued On May 30, 2023. Paul was ranked no. 1 by the evaluation team and selected by the City Administrator for consideration of this contract award because of his

unique experience. Paul has local government experience serving as a police officer and rising through the ranks to Deputy Chief of Police for the City of Fairfield. He has boots-on-the-ground experience having served as Incident Commander in 3 major type 1 and 3 incidents, developing Mobile Field Force and City and County Emergency Management training and exercise programs. Paul has experience in rural communities having developed Emergency Operation Plans for Mariposa and Amador Counties and the Local Hazard Mitigation Plan for Calaveras County. He believes in the community approach to planning and will engage the residents of Sonora to ensure the success of the plan. Most notably, Paul is also a FEMA Certified Master Exercise Practitioner, one of only three FEMA Certified Master Trainers in the nation.

FISCAL IMPACT

No fiscal impact to the General Fund.

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

Completion of the Emergency Operations Plan and Training

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 Preparative Consulting (“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. Scope of Services. The Consultant shall furnish the following services in a professional manner: ***“Consultant shall perform the services described on Exhibit A which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time.”***

2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the City.

3. Compensation. Compensation to be paid to Consultant shall be no more than **$93,000**. In no event shall Consultant's compensation exceed $93,000 without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at

the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City.

6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.

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

8. Consultant's Books and Records.

a. Consultant and subconsultants, 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 subconsultants, 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.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

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

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

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

a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and

b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

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

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

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

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

Consultant further agrees to provide, at Consultant’s expense, reasonable assistance to the City in responding to third party claims to the extent such claims implicate the quality of the Consultant’s performance under this Agreement, which assistance shall include selection, management, and compensation of expert witnesses

as necessary to substantiate or defend the quality of the Consultant's performance under this Agreement, as well as making Consultant's employees and project work product available as reasonably necessary to assist in the defense of such claims. This shall not preclude the City from recovering its reasonable attorneys' fees and defense costs in responding to third party claims to the extent such claims are found to have been caused by the Consultant's negligence or willful misconduct.

15. Insurance Requirements.

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

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for City.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A: VII and shall be endorsed with the following specific language:

i. The City, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to liability arising out of work performed

by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute to it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees, or agents.

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

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

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

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

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

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

If to Consultant: Preparative Consulting
PO Box 143 Vacaville, CA 95696

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

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

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

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

21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

22. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

23. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

24. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

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

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

27. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

CITY OF SONORA:

By: _____
Melissa Eads, City Administrator

PREPARTIVE CONSULTING

By: _____
Paul Bockrath

ATTEST:

_____
Tracy Skelly, City Clerk

APPROVED AS TO FORM:

_____
Douglas White, City Attorney

EXHIBIT A

SCOPE OF SERVICES

DEVELOPMENT OF AN EMERGENCY OPERATIONS PLAN, HANDBOOK, AND RELATED ANNEXES

Working with the government and whole community of the City of Sonora, we are committed to ensuring that the City is prepared for and able to respond to and recover from any real or threatened incident, emergency, or disaster. To accomplish this goal, we will work to formalize planning, organize personnel and resources, acquire the necessary equipment, tools, and technology, and train and exercise to meet this goal.

The first step in this preparedness process is the development of an Emergency Operations Plan. The Emergency Operations Plan addresses the City of Sonora's planned response to extraordinary emergency situations. Individual and community preparedness is fundamental to fulfilling government's role in protecting the public. By providing the necessary knowledge, experience, and planning skills, we seek to enable the City of Sonora to enhance their emergency preparedness capability. Preparative Consulting will work with representatives from the City of Sonora to author a current and comprehensive Emergency Operations Plan, Handbook, and Annexes. This plan is the principal guide for the City of Sonora's response to, management of, and recovery from real or potential emergencies and disasters occurring within its designated facilities and geographic boundaries.

The FEMA "Comprehensive Preparedness Guide 101" is the standard for Emergency Operations Plan guidelines and recommends a whole community approach to planning. We will assist the City of Sonora in establishing a Core Planning Team who will assist in the creation of this Emergency Operations Plan. The Core Planning Team will include representatives of the City of Sonora, key community partners, and other identified stakeholders. This plan will meet all State SEMS and Federal NIMS requirements. Because the Preparative Consulting lead planner for this project is an adjunct instructor for Cal OES teaching Emergency Planning, we are well versed in the most current best practices and legal mandates regarding emergency planning. In 2019, California Government Code 8593.3.5 was enacted to address the emergency needs of people with disabilities and others with access and functional needs, as well as equity and cultural competency. Preparative Consulting will ensure we utilize the appropriate planning actions to engage the whole community and meet this mandate. In 2021 Cal OES began an audit of County Emergency Operations Plans to ensure compliance with California Government Code 8593.3.5 and the "Emergency Plan Review Crosswalk 2022 Local Government Agencies" which mandated the structure, content, and planning approach development of Emergency Operations Plans. The lead planner has provided guidance to both Cal OES and local Counties in how this mandate shall be applied and met. The Lead planner is currently working with Calaveras County and Amador County to update their Emergency Operations Plans to ensure they meet this mandate.

Preparative Consulting will ensure the Emergency Operations Plan, Handbook, and Annexes will meet and exceed the FEMA and Cal OES guidelines for Emergency Operations Plans which will include the Handbook and Annexes. The following outline will illustrate how the plan will be organized. It should be notated as required by FEMA and Cal OES assisting people with disabilities and access and functional needs, cultural competency, and equity will be incorporated into all aspects of planning and will be highlighted in the Concepts of Operations Section of the plan.

EMERGENCY OPERATIONS PLAN OUTLINE

Letter of Promulgation
Letter of Approval Table
of Contents

INTRODUCTION
Preface
Department/Agency Plan Concurrence Record off Revisions
EOP Distribution List
Activation Conditions of The Emergency Operations Plan (EOP) Approval and Promulgation
Plan Maintenance Responsibility Plan
Review and Updating

BASIC PLAN

1.0	Overview
2.0	Concept of Operations (Cultural competence, Equity, Access and Functional Needs)
3.0	Emergency Operations (EOP/EOC Handbook)
4.0	Continuity of Government
5.0	Emergency Proclamation Process
6.0	Standardized Emergency Management System (SEMS)
7.0	Incident Command System (ICS)
8.0	National Incident Management System (NIMS)
9.0	Mutual Aid
10.0	Disaster Recovery
11.0	Hazard Mitigation

POSITION SPECIFIC ANNEXES
Emergency Operations Center Position Checklists (EOP/EOC Handbook)

HAZARD ANNEX
Active Shooter and Civil Disorder Annex
Earthquake Annex
Flooding Annex
Wildfire Annex

FUNCTIONAL ANNEXES
Disaster Service Worker Volunteer Program
Alert, Warning, and Public Information
Evacuation
Mass Care
EOC Activation Guide
Debris Management

APPENDIXES

PROJECT APPROACH

Preparative Consulting will work with representatives from the City of Sonora and other select stakeholders to establish a Core Planning Team. The Core Planning Team will lead the planning process and draft the City of Sonora Emergency Operations Plan based on the contribution and input from the Collaborative Planning Team who will identify the resources and capabilities they can leverage to assist in a City led response effort.

Success is best achieved when the Core Planning Team is comprised of key City Department representatives, other City and State response partners, whole community representatives and advocates, and service providers who would play an instrumental role during an extraordinary emergency condition requiring the activation of the Emergency Operations Plan**.** Representatives should have the authority and knowledge to identify and commit resources during the planning process.

Planning is the first step in the preparedness cycle. The National Preparedness Goal is “to build a secure and resilient Nation with the capabilities required across the whole community to prevent, protect against, mitigate, respond to, and recover from the threats and hazards that pose the greatest risk.” (National Preparedness Goal, 2015)

Planning is how we identify risk associated with threats and hazards and plan our response and recovery based on our resource and training capabilities. Resilience, broadly defined, is the ability to resist, absorb, recover from, or adapt to an adverse occurrence.

Consistent with the Federal Emergency Management Agency (FEMA) Comprehensive Preparedness Guide 101, this planning team will use a six-step planning process to develop the Emergency Operations Plan. The six steps in the emergency planning process are as follows:

Project Approach

Step 1: Define the Project and Form a Collaborative and Core Planning Team
Step 2: Threat and Hazard Assessment and Establish Goals and Objectives
Step 4: Review and Analyze Existing Plans, Policies, and Agreements
Step 5: Develop and Present Draft of Plan
Step 6: Plan Review and Refinement
Step 6: Presentation and Approval of Final Plan and Training

Planning meetings will be conducted using a combination of in-person and/or video and audio conferencing. Experience has found that City employees and other key stakeholder attendance and participation in planning meetings increases when people are provided the option of attending the meetings in person or virtually through video or audio conferencing. The Core Planning team may hold day long meetings that are broken into one to two hour blocks that city and community stakeholders can attend based on their specific area of expertise or contribution. This ensures meeting participants only attend meetings that require their specific contribution. However, all city and community stakeholders will be invited to attend any meeting they choose.

The meetings and planning steps will progress according to the following six (6) steps or milestones.

Step 1: Define the Project and Form a Collaborative and Core Planning Team

The Consultant will begin the project by providing an overview of the project planning process and goals. This allows senior executives an opportunity to help shape the project, assign the appropriate individuals to the core and collaborative planning team who will represent City departments and serve as Points-of-Contact (POCs), and understand the milestones to be achieved as the project progresses. It also addresses the expectations that are created for the conclusion of the project and allows for the identification of any potential obstacles that the project management team may encounter during the project.

The Core Planning Team is comprised of a small team of key City department representatives and the Office of Emergency Services Coordinator. The Emergency Operations Plan is based on the contribution and input from the Collaborative Planning Team, representing all City departments and other service providers or response partners.

Step 2: Threat and Hazard Assessment and Establish Goals and Objectives

Every community should understand the risks it faces. By understanding its risks, a community can make informed decisions about how to manage risk, including developing needed capabilities. Risk is the potential for an unwanted outcome resulting from an incident, emergency, or disaster as determined by its likelihood and the associated consequences. By considering response capabilities, a community can understand how to best manage and plan for its greatest risks across the full range of the threats and hazards it faces.

The Consultant will convene the core and collaborative planning teams to identify potential threats and hazards the City may face to assist in understanding available resources and capabilities to address these threats and hazards.

By using information from the threat and hazard profile developed as part of the threat and hazard assessment process, the planning team considers how the threat or hazard may impact the jurisdiction and what defines successful response and recovery actions. The planning team will establish a timeline and process to involve the collaborative planning team, representing the whole community, to provide their response and recovery capabilities and input for the emergency operations plan.

Preparative Consulting and the lead planner wrote the Calaveras County Multi-Jurisdictional Hazard Mitigation Plan, has responded to wildfires and COVID-19 incidents impacting Tuolumne County and is very familiar with the hazards in Tuolumne County. Preparative Consulting and the lead planner have worked with Tuolumne County OES and has a very good working relationship with Tuolumne County and will coordinate and work closely with Tuolumne County OES in the development of this plan. This knowledge and insight will be incorporated into the Emergency Operations Plan.

Step 3: Review and Analyze Existing Plans, Policies, and Agreements
A critical first step in the planning process is to identify all existing Plans, Policies, and Agreements that the jurisdiction currently has in place. Once these documents have been located, reviewed, and assessed, the planning team can determine their need to be updated, enhanced, replaced, or applied to the Emergency Operations Plan. Where response or recovery gaps exist, new plans, policies, or agreements may be suggested.

Step 4: Develop and Present Draft of Plan
This step is a process of generating, comparing, and selecting possible solutions for achieving success in the jurisdiction's response and recovery actions. Planners consider the incident requirements, goals, objectives, and capabilities to develop several response and recovery alternatives to the various threats and hazards identified in the threat and hazard assessment. During this step the planning team oversees the development of a rough draft of the basic plan, position specific annexes, hazard annex, functional annexes, and other appropriate appendixes as the components of the Emergency Operations Plan. The Emergency Operations Plan draft will be compared to the 2018 Cal OES Emergency Plan Review Crosswalk, the 2019 California State Auditor's Report, and CA Gov. Code 8593.3.5 to ensure the plan meets all state planning requirements.

Step 5: Plan Review and Refinement

After the planning team supports a rough draft of the basic plan, position specific annexes, hazard annex, functional annexes, and other appropriate appendixes, each member of the planning team reviews the draft plan. A final draft is prepared and circulated to organizations that have responsibilities for implementing the plan to obtain their comments.

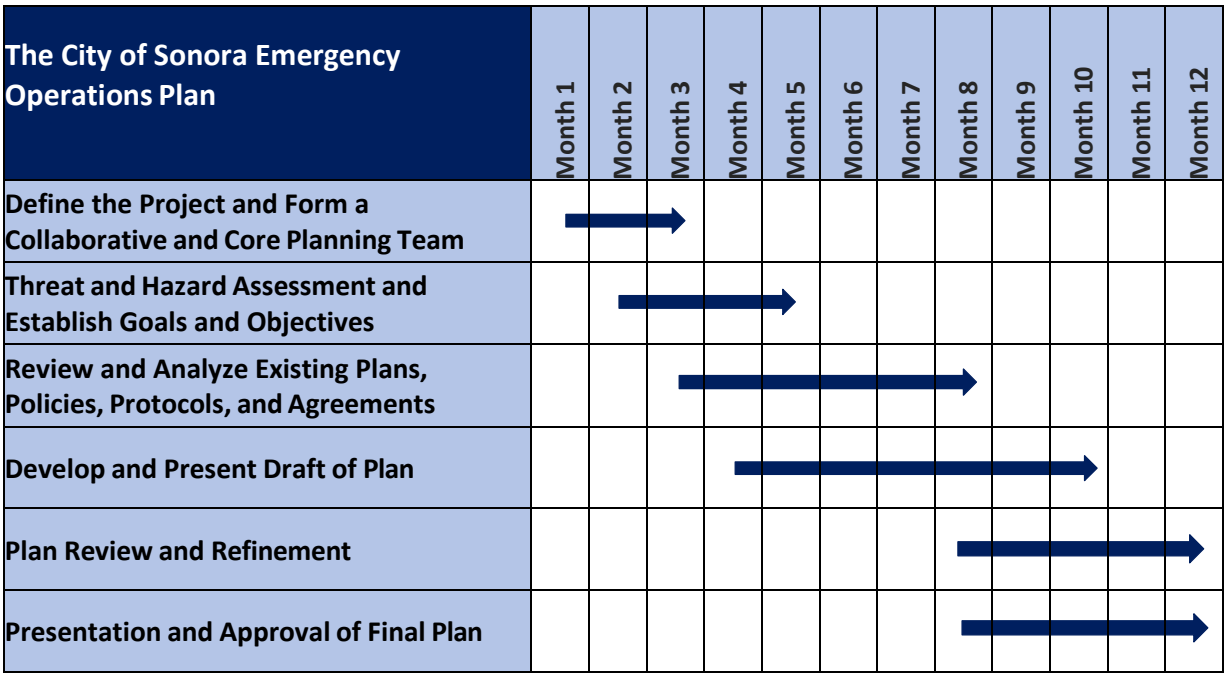
Step 6: Presentation and Approval of Final Plan
The Consultant presents the final draft of the plan to the City Council for review, approval, and ratification.

General Administration

- All meetings will be preceded with the distribution of an agenda, will have a sign-in sheet, and will include a meeting summary and actions needed document to the planning team members.
- Preparative Consulting will provide various hazards, evacuation, and other maps needed for the plan.
- Preparative Consulting will provide Planning process Status Report to accompany project benchmark achievement.
- Preparative Consulting will provide a draft of the plan for review by the Core Planning Team.
- To complete the work, Preparative Consulting anticipates BLANK meetings including Blank meetings to City Council.

PROPOSED PROJECT SCHEDULE

The project's start date and the pace are determined by the Core Planning team and is based on the time required for project participants to provide the necessary project data and input. The below proposed project schedule provides a time estimate based on similar projects.



WILDFIRE ANNEX

The geography, topography, and location of the City of Sonora within the Sierra Nevada Foothills makes it especially vulnerable to wildfire. The oak and conifer forested foothills and the homes in the wildland urban interface introduce a unique vulnerability to wildfire within Sonora. While each fire season varies slightly from year to year, the variety of fuels in the surrounding area and extreme weather make fire season a year-long event. We should prepare our community to be ready to evacuate year-round for wildfires with early indicators of likely increased fire activity, such as Red Flag Warnings.

This Wildfire Annex is a hazard-specific annex to the City of Sonora Emergency Operations Plan (EOP) and provides a framework for coordinating actions to be taken prior to and during a wildfire event that may result in evacuations and notifications. This Annex is developed to help ensure all city departments, agencies, and partners within the City of Sonora are provided centralized information that will aid in the successful and coordinated response to and mitigation from the adverse impacts of a wildfire event.

The Annex will also outline wildfire coordination actions, public information & warning, evacuation considerations, and re-entry and repopulation considerations. To alleviate unnecessary overlap of duties or misallocation of resources, this Annex outlines relevant roles and responsibilities of city departments, agencies, and partners prior to and during a wildfire event. Once implemented, this Annex will be utilized for training, exercises, and actual responses.

FLOODING ANNEX

The Flooding Annex is a hazard-specific annex to the City of Sonora Emergency Operations Plan (EOP) and provides a framework for coordinating actions to be taken prior to and during a storm event that may result in flooding. This Annex is developed to help ensure all city departments, agencies, and partners within the City of Sonora are provided centralized information that will aid in the successful and coordinated response to and mitigation from the adverse impacts of a flooding event.

This Annex will provide detailed risk analysis mapping that outlines key community infrastructure, flood inundation zones, and vulnerable populations. This Annex will also outline pre-storm coordination actions; public information and warning; evacuation considerations; and repopulation considerations. To alleviate unnecessary overlap of duties or allocation of resources, this Annex outlines some of the relevant roles and responsibilities of jurisdictions, agencies, and partners prior to and during a flooding event. Once implemented, this Annex may be utilized for training, exercises, and actual responses.

EARTHQUAKE ANNEX

The Earthquake Annex is a hazard-specific annex to the City of Sonora Emergency Operations Plan (EOP) and provides a framework for coordinating actions to be taken in response to a major earthquake impacting the City of Sonora. This Annex is developed to help ensure all city

departments, agencies, and partners within the City of Sonora are provided centralized information that will aid in the successful and coordinated response to and mitigation from adverse impacts of a major earthquake event.

This Annex will provide detailed risk analysis mapping and critical infrastructure and key resources, rapid damage assessment, principal impacts, resulting damage, and critical information for the first 24 hours. This Annex will also outline response actions; coordination actions; public information and warning; and evacuation considerations. To alleviate unnecessary overlap of duties or allocation of resources, this Annex outlines some of the relevant roles and responsibilities of jurisdictions, agencies, and partners during a major earthquake event. Once implemented, this Annex may be utilized for training, exercises, and actual responses.

ACTIVE SHOOTER AND CIVIL DISORDER ANNEX

The Active Shooter and Civil Disorder Annex is a hazard-specific annex to the City of Sonora Emergency Operations Plan (EOP) and provides a framework for coordinating actions to be taken prior to and during an Active Shooter or Civil Disorder incident. This Annex is developed to help ensure all city departments, agencies, and partners within the City of Sonora are provided centralized information that will aid in the successful and coordinated response to and mitigation from the adverse impacts of an Active Shooter or Civil Disorder incident.

The location, scale, and type of active shooter Incidents that Sonora may face is by its nature highly unpredictable. No plan can possibly identify all considerations for a response. Given this, the annex is focused on providing broad considerations to guide overall response, not detailed procedures for the tactical execution of response tasks.

The plan is designed to:

- Provide an overview of the threats that an Active Shooter Incident poses to the City and define the potential range of impacts.
- Outline policies and procedures for responding to an Active Shooter Incident.
- Support development of additional, major incident plans by City departments and agencies.
- Provide the Emergency Operations Center with contextual information to guide initial response planning.

ICS 402 SEMS EXECUTIVE COURSE DELIVERY

The purpose of the SEMS Executives Course is to explain the role of the Executive, Senior Official, or Elected Official within an emergency response or recovery using the Standardized Emergency Management System (SEMS). The term Senior Officials is used throughout the course to include a variety of Senior Officials such as elected and appointed officials, executives, department heads, and agency administrators.

This course will provide these City leaders with a basic foundational overview of the Incident Command System, Standardized Emergency Management System, and the National Incident Management System as well as their role in assisting during real or threatened disasters, emergencies, or incidents.

This four (4) hour in-person course is certified by FEMA and Cal OES and at the conclusion of the course, participants will receive a certificate of completion for the ICS 402 SEMS Executive Course. The cost of the course delivery will include the participant manuals, other course materials, travel, instructor, course manager, and the course registration and participant certificates from Cal OES.

FEDERAL AND STATE TRAINING GUIDELINES

The Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act) authorizes the President to issue major disaster or emergency declarations in response to catastrophes in the United States that overwhelm state and local governments. Such declarations result in the distribution of a wide range of federal aid to individuals and families, certain nonprofit organizations, and public agencies.

Eligibility to receive Federal aid is dependent upon local governmental agencies use of the National Incident Management System (NIMS) in their response to and recovery from domestic incidents, disasters, or emergencies (US Department of Homeland Security, NIMS). **Homeland Security Presidential Directive 5 (HSPD–5)**, "Management of Domestic Incidents," mandates that any agency receiving Federal preparedness assistance through grants, contracts, or other activities are required to adopt NIMS. "*Beginning in Fiscal Year 2005, Federal departments and agencies shall make adoption of the NIMS a requirement, to the extent permitted by law, for providing Federal preparedness assistance through grants, contracts, or other activities".* This adoption includes planning, training, and using NIMS for response and recovery actions. Likewise, the State of **California Emergency Services Act** mandates that, *"Each local agency, in order to be eligible for any funding of response-related costs under disaster assistance programs, shall use the standardized emergency management system (SEMS)"* (Cal Gov. Code 8607). "Compliance with SEMS shall be documented in the areas of planning, training, exercises, and performance" (CA Code of Regulations Title 19, Div. 2, Chapter 1, 2443 (b)). *"Agencies shall use the Minimum Performance Objectives contained in the Approved Course of Instruction (ACI) Syllabus dated March 1, 1995, which are hereby incorporated by reference, as the basis for their training programs."* (TITLE 19. PUBLIC SAFETY DIVISION 2. OFFICE OF EMERGENCY SERVICES Chapter 1. SEMS § 2428. Minimum Performance Objectives).

Acceptance of any Federal grants or contracts, or the reimbursement of any Federal or State money for the cost of emergency response and recovery efforts by local government is conditionally linked to compliance with these training and use mandates.

California Government Code 3100 states, *"all public employees are hereby declared to be disaster service workers (DSW) subject to such disaster service activities."* Because all public employees are DSWs and may be called upon to respond to or recover from any emergency or disaster in the field or in an Emergency Operations Center, they are bound by the California Emergency Services Act and the HSPD-5 to train in and use SEMS and NIMS.

Establishing an effective response and recovery capability requires planning, training, and exercises. A Multi-Year Integrated Preparedness Plan (MYIPP) identifies the training and exercises needed to meet the State and Federal training mandates and build the proficiency necessary to mount an effective and competent response and recovery to an emergency or disaster. FEMA and Cal OES guidelines and best practices recommend the following levels of proficiency.

Baseline Training (All city employees)

- G606 - Standardized Emergency Management System (SEMS) Introduction
- ICS 100 - Introduction to the Incident Command System
- IS 700 - National Incident Management System, An Introduction

Baseline Training (All city Executives and Senior Officials)

- **G402 – SEMS Executives Course**

(All supervisor & manager field responders)

- ICS 200 - Basic ICS for Initial Response
- IS 800 - National Response Framework, An Introduction
- ICS 300 - Intermediate Incident Command System (ICS) for Expanding Incidents
- ICS 400 **-** Advanced ICS for Command and General Staff - Complex Incidents

Intermediate Training (All employees assigned to the EOC)

- G775 - Emergency Operations Center (EOC) Management and Operations Course
- G191 - Field to EOC Interface Workshop
- G626 - EOC Action Planning Course
- G611 - EOC Section/Position Course Credentialing - Management, Operations, Planning, Logistics, Finance

Advanced Training (EOC staff who wish to become Type III credentialed for their EOC position) In addition to the "Core Curriculum" listed as the Baseline and Intermediate Training, each EOC Type III position has training that is specific to the tasks performed by the position within the EOC. This Advanced Training curriculum is listed by EOC position within the Cal OES Type III EOC Position Credentialing Standards.

PROJECT STAFFING

PROJECT TEAM ORGANIZATION

Preparative Consulting brings a unique perspective to this project. Preparative Consulting is based in Northern California and has been providing emergency management planning, organizing, equipping, training, exercising, and evaluating in Northern California and across the State for several years. Because Northern California is our home, we have a strong desire to ensure this community is well prepared to respond to and recover from any incident, emergency, or disaster.

What makes Preparative Consulting planners and trainers unique is our real-world experience in planning for and responding to disasters in Inland Counties especially the Sierra Nevada mountains and foothill communities. We specialize in the Sierra Nevada mountains and foothill counties and have an intimate understanding of the needs and culture of these communities. This knowledge helps us to engage the whole community in the emergency planning process and makes us well suited to understand the needs of those with disabilities and others with access and functional needs. Planning for these communities in emergency communications, evacuation, sheltering, mitigation, and preparedness is mandated in CA Government Code 8593.3.5. People with disabilities and others with access and functional needs are disproportionally injured or killed in disasters and we teach planning for these communities across the state and have responded to the needs of these communities during real-world disasters.

Lead Planner

Preparative Consulting has identified Paul Bockrath as the Lead planner and Candise Bockrath as a project manager. Paul will be the project Point of Contact with The City of Sonora and the planning team, while Candise will be the overall Project Manager, coordinating meetings and ensuring the project progresses on schedule.

Paul Bockrath is a FEMA Certified Master Exercise Practitioner and one of only three FEMA Certified Master Trainers in the nation. Paul is an adjunct instructor for the California Governor's Office of Emergency Services (Cal OES)/ California Specialized Training Institute (CSTI) and teaches Emergency Planning statewide for Cal OES. Paul is an experienced planner and has written several plans statewide. Paul also teaches a host of other Cal OES/CSTI courses and is a certified Cal OES Adjunct and Outreach Instructor. He is certified to deliver all of the EOC Type 1-3 Credentialing and can certify EOC participant performance for credentialing during exercises or real-world activations. Paul has also deployed to several recent Type 1 disasters to assist State agencies and Counties in running disasters to include wildfire, flooding, COVID-19, extreme weather emergencies, and dam emergencies.

Preparative Consulting and the lead planner wrote the Calaveras County Multi-Jurisdictional Hazard Mitigation Plan, has responded to wildfires and COVID-19 incidents impacting Tuolumne County and is very familiar with the hazards in Tuolumne County. Preparative Consulting and the lead planner have worked with Tuolumne County OES and has a very good working relationship with Tuolumne County and will coordinate and work closely with Tuolumne County OES in the development of this plan. This knowledge and insight will be incorporated into the Emergency Operations Plan.

Preparative Consulting will ensure we utilize the appropriate planning actions to engage the whole community and meet this mandate. In 2021 Cal OES began an audit of County Emergency Operations Plans to ensure compliance with California Government Code 8593.3.5 and the "Emergency Plan Review Crosswalk 2022 Local Government Agencies" which mandated the structure, content, and planning approach development of Emergency Operations Plans. The lead planner has provided guidance to both Cal OES and local Counties in how this mandate shall be applied and met. The Lead planner is currently working with Calaveras County and Amador County to update their Emergency Operations Plans to ensure they meet this mandate.

Given the lead planners relationship and knowledge of these planning mandates as well as extensive application of Preparative Consulting Emergency Operations Plans in Wildland Fires that have occurred in and around Tuolumne County, we feel we are the only planning consultant with this intimate knowledge and experience in writing Emergency Operations Plans in the Yosemite gateway and Sierra Nevada mountains and foothill counties. The Lead planning wrote the Mariposa County Emergency Operations Plan and used it to successfully respond to four wildland fires, three floods, and COVID-19.

Project Manager

Preparative Consulting has identified Candise Bockrath as a project manager. Candise is a principal partner/owner and has lived in the Northern California Area for over 29 years and has worked in emergency management and city/special district government for over 15 years. Candise has a master's degree in Counseling Psychology and with Preparative Consulting has provided training and course management in Incident Command Systems (ICS), Standardized Emergency Management Systems (SEMS), and National Incident Management Systems (NIMS) for several years. She has been a project manager for all Preparative Consulting's projects to include the Emergency Operations Plans. Candise is exceptional in engaging the whole community and ensuring our projects reflect the needs and desires of the community and meet all state and federal equity mandates.

Candise has a reputation for being very organized, ensuring all projects are kept on-time and on-budget, a meticulous attention to detail, and ensuring our clients receive an exceptional and very personal experience. Preparative Consulting has successfully delivered on all our projects on-time and on-budget and has a reputation for high quality work and going above and beyond for our clients.

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 6, 2023

TO: City Council Members

FROM: Turu VanderWiel, Chief of Police

SUBJECT: Accept Homeless Housing Assistance and Prevention Program Grant Award

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RECOMMENDATION

Authorize the City of Sonora to accept an award from the Central Sierra Continuum of Care Homeless Housing Assistance and Prevention Program (Round 4), not to exceed $81,562.09, and approve associated budget adjustments for the use of the funding.

DISCUSSION

In August of 2023, the Sonora Police Department, on behalf of the City of Sonora, responded to RFPs for a grant opportunity through the Central Sierra Continuum of Care (CSCOC), Homeless Housing Assistance and Prevention Program (HHAP) Round 4. The grant provides local jurisdictions with funds to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges.

Our project focuses on enhancing the Homeless Outreach Support Team's (HOST) capabilities and effectiveness and the City of Sonora's overall response to the homelessness crisis. These funds will be used specifically for Street Outreach efforts and Service Coordination by supporting a part-time Homeless Outreach Coordinator employee for another year. In 2022, the City was awarded $135,220 through the CSCOC/HHAP Round 3 grant, which provided the City with startup monies for this project.

There is no required local match, and HHAP funds will be disbursed quarterly through Amador Tuolumne Community Action Agency (ATCAA) after submitting and receiving approval of project-related Funding Requests. Funds must be expended by June 30, 2027.

FISCAL IMPACT

The overall budget appropriation for the Police Department would be increased by approximately $81,562.

Amador Tuolumne Community Action Agency
SUBCONTRACTOR AGREEMENT
California Homeless Coordinating and Financing Council ("Council") in the Business, Consumer Services and Housing Agency

Agreement Number:
ATCAA: - 23-HHAP-00002
R4

This Agreement is entered into between the Amador Tuolumne Community Action Agency (ATCAA), and the subcontractor named below:
The term of this agreement is: October 1, 2023 – June 30, 2027

The maximum amount of this Agreement is: $ 81,562.09

The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made as part of the Agreement:

Exhibit A:	Authority, Purpose, and Scope of Work	6 pages
Exhibit B:	Budget Detail and Payment Provisions	4 pages
Exhibit C:	Terms and Conditions	10 pages
Exhibit D:	Special Terms and Conditions	2 pages
Budget:		1 page
Logic Model:		1 page

TOTAL NUMBER OF PAGES ATTACHED: **24 pages**

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

SUBCONTRACTOR **City of Sonora**	*ATCAA Use Only*

Subcontractor's Name:

_____

_____ _____
By (Authorized Signature) Date Signed

_____
Printed Name and Title of Person Signing

_____
Address

AMADOR TUOLUMME COMMUNITY ACTION AGENCY

Joseph Bors 10/02/2023
By (Authorized Signature) Date Signed

Joseph Bors, Executive Director
Printed Name and Title of Person Signing

_____
Address

SUBCONTRACTOR AGREEMENT
EXHIBIT A: HHAP-4

1. Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program Round 4 ("HHAP-4" or "Program" or "grant") pursuant to Chapter 6 (commencing with the Health and Safety Code (HSC) section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Amended by Stats. 2021, Ch. 111, Sec. 4. (AB 140) Effective July 19, 2021)

The Program is administered by the California Interagency Council on Homelessness ("Cal ICH") in Business, Consumer Services and Housing Agency ("Agency"). HHAP-4 provides flexible block grant funds to Continuums of Care, large cities (population of 300,000+) and counties to build on the regional coordination created through previous Cal ICH grant funding and support jurisdictions in their unified regional responses to reduce and end homelessness.

This Standard Agreement/Contract for Funds along with all its exhibits ("Agreement") is entered into by ATCAA and the subcontractor ("Subcontractor") under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the subcontractor agrees to comply with the terms and conditions of the Agreement, and the requirements appearing in the statutory authority for the Program cited above.

2. Purpose

The general purpose of the Program is to (1) reduce homelessness by expanding or developing local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing; and (2) continue to build on regional coordination developed through previous rounds of HHAP funding (Chapter 6 (commencing with HSC section 50215).

This funding shall:

a) Continue to build regional collaboration between continuums of care, counties, and cities in a given region, regardless of population, and ultimately be used to develop a unified regional response to homelessness.

b) Be prepared with other local, state, and federal funds provided to address homelessness in order to achieve maximum impact. Subcontractors of this funding are encouraged to reference Putting the Funding Pieces Together: Guide to Strategic Uses of New and Recent State and Federal Funds to Prevent and End Homelessness to assist in using funding strategically for their planning efforts in the delivery of services to people experiencing homelessness in the community.

Subcontractor's Initials_____

c) Be deployed with the goal of reducing the number of people experiencing homelessness in a given region through investing in long-term solutions, such as permanent housing.

d) Include the State as an integral partner through the provision of technical assistance, sharing of best practices, and implementing an accountability framework to guide the structure of current and future state investments.

3. Definitions

Terms herein shall have the same meaning as the definitions set forth in the HHAP Round 4 NOFA.

Additional definitions for the purposes of the HHAP-4 program:

"Obligate" means that the subcontractor has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP-4 funding. Subcontractors who receive awards must obligate the funds by the statutory deadlines set forth in this Exhibit A.

"Expended" means all HHAP-4 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.

4. Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code section 50218.7, subdivision (e), and section 50220.8, subdivisions (e), (f), and (g), and any other applicable laws.

The subcontractor shall expend funds on evidence-based programs serving people experiencing homelessness among eligible populations, including any of the following eligible uses:

a) Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees.

b) Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.

c) Street outreach to assist persons experiencing homelessness to access permanent housing and services.

SUBCONTRACTOR AGREEMENT
EXHIBIT A: HHAP-4

d) Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.

e) Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.

f) Delivery of permanent housing and innovative housing solutions, such as hotel and motel conversions.

g) Prevention and shelter diversion to permanent housing, including rental subsidies.

h) Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing noncongregate shelters, and operation of existing navigation centers and shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:

i. The number of available shelter beds in the city, county, or region served by a Continuum of Care.

ii. The number of people experiencing unsheltered homelessness in the homeless point-in-time count.

iii. Shelter vacancy rate in the summer and winter months

iv. Percentage of exists from emergency shelters to permanent housing solutions

v. A plan to connect residents to permanent housing.

vi. Any new interim sheltering funded by HHAP-4 funds must be low barrier, comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code, and prioritize interventions other than congregate shelters.

i) Improvements to existing emergency shelters to lower barriers and increase privacy.

In addition to the eligible uses described above, the subcontractor's expenditure of its entire HHAP-4 allocation must also comply with the following:

a) At least 10 percent of the funds shall be spent on services for homeless youth populations.

SUBCONTRACTOR AGREEMENT
EXHIBIT A: HHAP-4

b) Not more than 7 percent of funds may be used for administrative costs incurred by the city, county, or continuum of care to administer its program allocation. For purposes of this Agreement, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the program allocation.

5 Agency Contract Coordinator

The ATCAA's Contract Coordinator for this Agreement is the ATCAA Housing Program, Central Sierra Continuum of Care, CA-526 or designee. Unless otherwise instructed, any notice, report or other communication requiring Subcontractor signature for this Agreement shall be mailed by first class mail to the ATCAA Housing Director at the following address:

ATCAA Housing Director
Tuolumne, Amador, Calaveras, Mariposa Counties Continuum of Care
10590 Highway 88
Jackson, CA 95642
dcloward@atcaa.org
pangeja@atcaa.org
bgiudici@atcaa.org
slewis@atcaa.org
equesto@atcaa.org
records@atcaa.org

6. Subcontractor's Contract Coordinator

The Subcontractor's Contract Coordinator ("Authorized Representative") for this Agreement is listed below. Unless otherwise informed, any notice, report or other communication required by this Agreement will be mailed by first class mail to the Subcontractor's Contract Coordinator at the following address:

Subcontractor's Authorized Representative Name:	Turu VanderWiel
Address:	100 South Green St. Sonora, CA 95370
Phone:	(209) 532-8141
Email:	tvanderwiel@sonorapd.com

7. Effective Date, Term of Agreement, and Deadlines

a) This Agreement is effective upon approval by both ATCAA and Subcontractor as listed on page one, lower left section, Subcontractor Agreement, and signed by all parties. Funds will be disbursed in accordance with Section 3 of Exhibit B.

b) This Agreement shall terminate on December 31, 2027.

Subcontractor's Initials_____

c) A subcontractor shall contractually obligate no less than 75 percent and shall **expend no less than 50 percent of their initial (50 percent) HHAP-4 disbursement by May 31, 2025**. Upon demonstration by a subcontractor that it has complied with this requirement and remains on track to meet its outcome goals, as determined by ATCAA pursuant to Health and Safety Code section 50223, ATCAA shall disburse to that recipient the remaining 50 percent of its total HHAP-4 allocation pursuant to Health and Safety Code section 50218.7 (a).

i. Subcontractor will demonstrate compliance with these requirements by completing the certification documentation in the form and manner provided by ATCAA.

d) If subcontractor has obligated less than 75 percent or expended less than 50 percent of their initial (50 percent) HHAP-4 disbursement by May 31, 2025, the subcontractor shall not contractually obligate or expend any remaining portion of its round 4 initial program allocation, and ATCAA shall not allocate to the recipient the remaining 50 percent of its total allocation, unless both of the following occur:

i. On or before June 15, 2025, the subcontractor submits an alternative disbursement plan to ATCAA that includes an explanation for the delay.

ii. ATCAA approves the alternative disbursement plan.

If ATCAA cannot approve an alternative disbursement plan, or Cal ICH cannot approve an alternative disbursement plan, ATCAA, with assistance from Cal ICH will provide the subcontractor with guidance on the revisions needed to approve the alternative disbursement plan.

If the funds identified in the approved alternative disbursement plan are not fully expended by December 15, 2026, the funds shall be returned to ATCAA to be re allocated as bonus awards.

e) Subcontractors that do not meet the full expenditure deadlines in Health and Safety Code section 50220.9(k) shall not be eligible for bonus funding.

f) All HHAP-4 Award recipients must attend TA necessary from Cal ICH to remain in compliance regarding regional outcome goals.

g) All HHAP-4 funds shall be expended by June 30, 2027.

h) In accordance with Health and Safety Code section 50220.8, subdivision (k), ATCAA retains the right to require a corrective action plan of subcontractors that are not on track to fully expend funds by the statutorily required deadline.

Subcontractor's Initials_____

i) Any funds not expended by June 30, 2027, including bonus funds, shall revert to and be paid and deposited in, General Fund pursuant to Health and Safety Code section 50220.8(p).

j) ATCAA may request additional information from applicants, as needed, to meet other applicable reporting and audit requirements.

k) Bonus Funds: Health and Safety Code section 50220.8 mandates the following:

i. Recipients that do not meet the obligation requirements laid out in Health and Safety Code section 50220.8(k) shall not be eligible for bonus funding;

ii. Recipients shall demonstrate no later than June 15, 2025, whether they have successfully met their outcome goals; and

iii. Jurisdictions that have not met their outcome goals shall not be eligible for bonus funding and shall accept technical assistance from ATCAA staff. In addition, jurisdictions that have not met their outcome goals may also be required to limit allowable uses of program funds, as determined by ATCAA.

iv. If subcontractor receives bonus funding, the bonus funds will be distributed as an amendment to this contract. No additional contract will be executed.

8. Special Conditions

ATCAA reserves the right to add any special conditions to this Agreement it deems necessary to ensure the goals of the Program are achieved.

Please see HMIS project set up detail form.
Please see Invoice instruction details.

9. Youth Set Aside

Health and Safety Code Section 50218.6(e) requires that a program recipient use **at least 10 percent** of its allocation for services for homeless youth populations, which are defined as unaccompanied youth who are between 12 and 24 years old and experiencing homelessness. Funds spent under this provision must still also comply with eligible use requirements of Health and Safety Code section 50220.7(e).

SUBCONTRACTOR AGREEMENT
EXHIBIT B: HHAP-4
Budget Detail and Payment Provisions

1. Budget Detail

The Subcontractor agrees that HHAP-4 funds shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practice framework focused on moving people experiencing homelessness into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

ATCAA will authorize an advance of up to 25% of total funds prior to first billing. Full advance amount must be paid back to ATCAA prior to final quarterly billing. Amount deducted from each quarterly billing will be agreed upon by ATCAA and Subcontractor.

Consistent with the application RFP submitted by the Subcontractor in August 2023, ATCAA shall award funds in the form of a grant for the following eligible activities:

1. Outreach and Coordination
2. Systems support to create regional partnerships
3. Delivery of permanent Housing
4. Prevention and shelter diversion to permanent housing
5. New navigation centers and Emergency Shelters
6. Strategic homeless planning, Infrastructure Development
7. Administrative costs
8. Rental Assistance, Rapid Re Housing
9. **Youth set aside**
10. Operating Subsidies and reserves
11. Landlord Incentives

Total allocation $ 81,562.09

Subcontractor's Initials_____

2. General Conditions Prior to Disbursement

General Requirements – All Subcontractors must submit the following forms prior to HHAP-4 funds being released:

A. Request for Funds Form (RFF) submitted to ATCAA to : bgiudici@atcaa.org and cc: pangeja@atcaa.org, dcloward@atcaa.org, slewis@atcaa.org , equesto@atcaa.org

B. Four original copies of the signed Subcontractor Agreement and initialed Exhibits A through D, and

C. Any other documents, certifications, or evidence requested by ATCAA as part of the HHAP-4 application.

3. Expenditure of Funds

Specific requirements and deadlines for contractually obligating and expending awarded funds are defined in the HHAP-4 statues. Health and Safety Code Section50214 and 50215 mandate the following:

A. No more than five (7) percent of HHAP funds may be used for administrative costs related to the execution of eligible activities.

B. No less than five (10) percent of HHAP funds shall be used to establish or expand services meeting the **needs of homeless youth** or youth at risk of homelessness.

C. No less than 50 percent of HHAP funds shall be contractually obligated by May 31, 2025.

D. One hundred percent of HHAP funds shall be expended by June 30, 2027.

E. Any funds not expended by June 30, 2027, shall be returned to ATCAA and will then be returned to BCSH and will revert to the General Fund.

ATCAA staff will provide ongoing technical assistance and training to support Subcontractors in successfully complying with these deadlines.

HHAP-4 funds may not be obligated and expended prior to the effective date of this Agreement or prior to Subcontractor's receipt of HHAP funds, whichever date is later, even if it is for an eligible use under the statute. Program funds shall be expended in compliance with the requirements set forth in Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and all-over relevant provisions established under SB 850, the HHAP NOFA, and this Agreement.

Subcontractor's Initials_____

4. Disbursement of Funds

HHAP-4 funds will be disbursed to the subcontractor upon receipt, review, and approval of the completed RFF by ATCAA for a check to be issued. The RFF must include the proposed activities and amount of funds proposed for expenditure under each eligible use. HHAP-4 funds will be disbursed Quarterly.

5. Budget Changes

After the effective date of this Agreement, the Subcontractor agrees that no changes shall be made to the Subcontractor's HHAP-4 budget, funded homeless service providers, or eligible activities listed in the RFF without first obtaining approval from ATCAA. Any changes to this Agreement must be requested by the Subcontractor in writing through submission of a Change Request Form. Changes must be approved in writing by ATCAA.

6. Ineligible Costs

A. HHAP-4 funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code Section 50220.8.

B. ATCAA reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Agreement. If the Subcontractor uses HHAP-4 funds to pay for ineligible activities, the Subcontractor shall be required to reimburse these funds to ATCAA.

C. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented, shall be disallowed, and must be reimbursed to ATCAA by the Subcontractor.

D. Expenditures for activities not described in Exhibit A or Paragraph 1 above shall be deemed authorized if the activities are consistent with Health and Safety Code Section 50220.8 and such activities are included in the approved RFF or are approved in writing by ATCAA prior to the expenditure of funds for those activities.

E. ATCAA, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures of HHAP funds.

F. Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention. HHAP-4 funds cannot replace local funds that are committed to an existing or developing homeless assistance program. However, if funds previously supporting a service or project end or are reduced for reasons beyond the control of the Subcontractor and services or housing capacity will be lost as a result of these funds ending, HHAP-4 funds may be used to maintain the service or program. Examples include, but are not limited, a time-limited city and/or county tax or one-time block grant, such as CDBG.

7. Administrative Costs

The Subcontractor must comply with Health and Safety Code Section 50214, which limits administrative costs related to the executive of eligible activities to no more than 7 percent of HHAP funds. For purposes of this Program, "administrative costs" does not include staff costs directly related to carrying out the eligible activities described in Paragraph 1 of this Exhibit.

1. Termination and Sufficiency of Funds

a) Termination of Agreement

ATCAA may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Subcontractor. Cause shall consist of violations of any terms or conditions of this Agreement, any breach of contract as described in Paragraph 6 of this Exhibit C; violation of any federal or state laws; or Withdrawal of ATCCA's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by ATCAA, any unexpended funds received by the Subcontractor shall be returned to ATCAA within thirty days of the Notice of Termination.

b) Sufficiency of Funds

This Agreement is valid and enforceable only if sufficient funds are made available to ATCAA by Cal ICH by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms, or funding of this Agreement in any manner.

2. Transfers

Subcontractor may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of ATCAA and a formal amendment to this Agreement to affect such subcontract or novation.

3. Subcontractor's Application for Funds

Subcontractor has submitted to ATCAA an application for HHAP-4 funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. ATCAA is entering into this Agreement with Subcontractor on the basis of, and in substantial reliance upon, Subcontractor's facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by ATCAA. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.

Subcontractor warrants that all information, facts, assertions, and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of the Subcontractor's knowledge. In the event that any

Subcontractor's Initials_____

part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect ATCAA approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then ATCAA may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

4. Reporting/Audits

a) Annual Report

By January 1, 2024, and annually on that date thereafter until all funds have been expended, the Subcontractor shall submit an annual report to ATCAA in a format provided by ATCAA. Annual Reports will include a request for data on expenditures and people served with HHAP-4 funding, details on specific projects selected for the use of HHAP-4 funding, and data regarding the progress towards outcome goals. If the Subcontractor fails to provide such documentation, ATCAA may recapture any portion of the amount authorized by this Agreement with a 14-day written notification. No later than October 1, 2027, the Subcontractor shall submit a final report, in a format provided by ATCAA, as well as a detailed explanation of all uses of the Program Funds.

b) Quarterly Expenditure Reports

In addition to the annual reports, ATCAA requires the Subcontractor to submit quarterly expenditure reports due no later than 30 days following the end of each fiscal quarter. Subcontractor shall submit a report to ATCAA on a form and method provided by ATCAA that includes the ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds, as well as any additional information ATCAA deems appropriate or necessary. If the Subcontractor fails to provide such documentation, ATCAA may require any portion of the amount authorized by this Agreement with a 14-day written notification.

c) Reporting Requirements

i. Annual Report: The annual report shall contain detailed information in accordance with Health and Safety Code section 50223, subdivision (a). This information includes the following, as well as any additional information deemed appropriate or necessary by ATCAA:

(1) Data collection shall include, but not be limited, information regarding individuals and families served, including demographic information, information regarding partnerships among entities or lack thereof, and participant and regional outcomes

(2) The performance monitoring and accountability framework shall include clear metrics, which may include, but are not limited to, the following:

(a) The number of individual exits to permanent housing, as defined by the United States Department of Urban Development (HUD) from unsheltered environments and interim housing resulting from this funding.

(b) Racial equity, as defined by ATCAA in consultation with representatives of state and local agencies, service providers, the Legislation, and other stakeholders.

(c) Any other metrics deemed appropriate by ATCAA and developed in coordination with representatives.

(3) Data collection and reporting requirements shall support the efficient and effective administration of the program and enable the monitoring of jurisdiction performance and program outcomes.

Data shall include progress towards meeting the Subcontractor's outcome goals. If significant progress toward outcome goals has not been made, the Subcontractor shall:

(a) Submit a description of barriers and possible solutions to meet those barriers.

(b) Accept technical assistance from ATCAA and Cal ICH as required.

(c) Include the progress towards outcome goals in all subsequent quarterly reports, until significant progress is made as deemed by ATCAA.

ii. Expenditure Report: The expenditure report shall contain data on expenditures of HHAP-4 funding including, but not limited to obligated funds, expended funds, and other funds derived from HHAP-4 funding.

iii. Final Expenditure Plan: During the final fiscal year of reporting, Subcontractor may be required to include a plan to fully expend HHAP-4 grant funding. This plan must be submitted with the quarterly expenditure report in a format to be provided by ATCAA.

iv. Subcontractor must report client data into the CSCoC Homeless Management Information System (HMIS) pursuant to the requirements of Assembly Bill (AB) 977 (Chapter 397, Statutes of 2021)

v. ATCAA may require additional supplemental reporting with written notice to the Subcontractor.

vi. Subcontractor may, at their discretion, fully expend their HHAP-4 allocation prior to the end date of the grant term and will not be required to submit quarterly fiscal reports after the quarter in which their allocation was fully expended.

d) Auditing

ATCAA reserves the right to perform or cause to be performed a financial audit. At the request of ATCAA, the Subcontractor shall provide, at its own expense, a financial audit prepared by a certified public accounting, HHAP-4 administrative funds may be used to fund this expense. Should an audit be required, the Subcontractor shall adhere to the following conditions:

i) The audit shall be performed by an independent certified public accountant

ii) The Subcontractor shall notify ATCAA of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by ATCAA to the independent auditor's working papers.

iii) The Subcontractor is responsible for the completion of audits and all costs of preparing audits.

iv) If there are audit findings, the Subcontractor must submit a detailed response acceptable to ATCAA for each audit finding within 90 days from the date of the audit report.

5. Inspection and Retention of Records

a) Record Inspection

The Subcontractor agrees that ATCAA or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. The Subcontractor agrees to provide ATCAA or its designee, with any relevant information requested. The Subcontractor agrees to permit ATCAA or its designee access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and Prevention laws, the HHAP-4 program guidance document published on the website, and this Agreement.

In accordance with Health and Safety Code section 50220.8, subdivision (m), if upon inspection of records ATCAA identifies noncompliance with grant requirements, ATCAA retains the right to impose a corrective action plan on the Subcontractor.

b) Record Retention

The Subcontractor further agrees to retain all records described in subparagraph a for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

c) Public Records Act

The Subcontractor's final HHAP-4 application, this contract, and other documents related to the grant are considered public records, which are available for public viewing pursuant to the California Public Records Act.

6. Breach and Remedies

a) Breach of Agreement

Breach of this Agreement includes, but is not limited to, the following events:

i) Subcontractor's failure to comply with the terms or conditions of this Agreement.

ii) Use of, or permitting the use of, HHAP-4 funds provided under this Agreement for any ineligible activities.

iii) Any failure to comply with the deadlines set forth in this Agreement.

b) Remedies for Breach of Agreement

In addition to any other remedies that may be available to ATCAA in law or equity for breach of this Agreement, ATCAA may:

i)Bar the Subcontractor from applying for future HHAP funds;

ii) Revoke any other existing HHAP-4 award(s) to the Subcontractor;

iii) Require the return of any unexpended HHAP-4 funds disbursed under this Agreement;

iv) Require repayment of HHAP-4 funds disbursed and expended under this Agreement;

v) Require the immediate return to ATCAA all funds derived from the use of HHAP-4 funds

vi) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with HHAP-4 requirements.

c) All remedies available to ATCAA are cumulative and not exclusive.

d) ATCAA may give written notice to the Subcontractor to cure the breach or violation within a period of not less than 15 days.

7. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of ATCAA to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Subcontractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of ATCAA to enforce these provisions.

8. Nondiscrimination

During the performance of this Agreement, Subcontractor shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Subcontractors shall ensure that the elevation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subcontractor shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12990 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit.2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of Government Code (Cal. Code, §§ 11135 – 11139.5). Subcontractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9. Conflict of Interest

All Subcontractors are subject to State and Federal conflict of interest laws. For instance, Health and Safety Code section 50220.5, subdivision (i) states, "For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest

in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code, sections 10410 and 10411.

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

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

c) Employees of the Subcontractor: Employees of the Subcontractor shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).

d) Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10. Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Subcontractor, hereby certifies, under penalty of perjury under the laws of State of California, that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section (8355, subdivision (a)(1).

a) Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, contractors, or subcontractors about all of the following:

i) The dangers of drug abuse in the workplace;

ii) Subcontractor's policy of maintaining a drug-free workplace;

iii) Any available counseling, rehabilitation, and employee assistance programs; and

iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

b) Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subcontractor who works under this Agreement:

i) Will receive a copy of Subcontractor's drug-free policy statement, and

ii) Will agree to abide by terms of Subcontractor's condition of employment or subcontract.

11. Child Support Compliance Act

For any Contract or Subcontract Agreement in excess of $100,000, the Subcontractor acknowledges in accordance with Public Contract Code 7110, that:

a) The Subcontractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information

And compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

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

12. Special Conditions – Contractors/Subcontractor

The Subcontractor agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of ATCAA prior to disbursement of funds. The Subcontractor shall ensure that all of its subcontractors are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP-4 funds. Failure to comply with these conditions may results in termination of this Agreement.

a) The Agreement between ATCAA and Subcontractor and any of its subcontractors shall require the Subcontractor and its Subcontractors, if any, to:

i) Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.

ii) Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.

iii) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Subcontractor or any of its subcontractor in performing the Work or any part of it.

iv) Agree to include all the terms of this Agreement in each subcontract.

13. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Subcontractor agrees to comply with State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP program, the Subcontractor, its subcontractors, and all eligible activities.

Subcontractor shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Subcontractor shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Subcontractor shall provide copies of permits and approvals to ATCAA upon request.

14. Inspections

a) Subcontractor shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.

b) ATCAA reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.

c) Subcontractor agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient or subcontractor until it is corrected.

15. Litigation

a) If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of ATCAA, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

b) The Subcontractor shall notify ATCAA immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or ATCAA, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of ATCAA.

SUBCONTRACTOR AGREEMENT
EXHIBIT D: HHAP-4
Special Terms and Conditions

1. All proceeds from any interest-bearing account established by the Subcontractor for the deposit of HHAP-4 funds, along with any interest-bearing accounts opened by subcontractors to Subcontractor for the deposit of HHAP-4 funds, must be used for HHAP-4-eligible activities and reported on as required by ATCAA.

2. Per Health and Safety Code Section 50220.8 (g), any housing-related activities funded with HHAP-4 funds, including but not limited to, emergency shelter (per Health and Safety Code section 50220.8(e)(8)(F), rapid-rehousing, rental assistance, transitional housing and permanent supportive housing must be in compliance or otherwise aligned with the core components of Housing First, as described in Welfare and Institution Code Section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used. In addition, HHAP-4 funding shall be used to adopt a Housing First approach within the entire local homelessness response system, including outreach and emergency shelter short-term interventions like rapid re-housing, and longer-term interventions like supportive housing.

3. The Subcontractor shall utilize its local Homeless Management Information System (HMIS) to track HHAP-4 funded projects, services, and clients. Subcontractor will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP-4 funding (e.g., by using appropriate HHAP-4 specific funding sources and project codes in HMIS). (See examples of project setups attached).

4. Subcontractor shall participate in and provide data elements, including but not limited to, health information, in a manner consistent with federal law, through ATCAA, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with the existing Data Use Agreement entered into with ATCAA, if any, and as required by Health and Safety Code section 50220.6 and Welfare and Institution Code section 8256. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information", as defined in subdivision (j) of Section 56.05 of the Civil Code. ATCAA may, as required by operational necessity, amend, or modify required data elements disclosure formats, or disclosure frequency. Additionally, ATCAA, at its discretion, may provide Subcontractor with aggregate reports and analytics of the data Subcontractor submits to HDIS though ATCAA in support of the Purpose of this Agreement and the existing Data Use Agreement.

Subcontractor's Initials_____

EXHIBIT D: HHAP-4

Special Terms and Conditions

5. Subcontractor agrees to accept technical assistance as directed by ATCAA or by a contracted technical assistance provider acting on behalf of ATCAA and report to ATCAA on programmatic changes the Subcontractor will make as a result of the technical assistance and in support of their grant goals.

6. Subcontractor agrees to demonstrate a commitment to racial equity and, per Health and Safety Code section 50222 (a)(2)(B), the Subcontractor shall use data provided through ATCAA and HDIS to analyze racial disproportionality in homeless populations and, in partnership with ATCAA, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness and COVID-19.

7. Subcontractor should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

Subcontractor's Initials_____

HOUISNG FIRST ACTION MONITORING TOOL

HOUISNG FIRST – Yes Use This	✗ - No Do Not Use This	Signed Agreement by Funded Entity

Remove Unnecessary Barriers to Housing

• Application decisions are quick, clear and transparent • Employ Harm Reduction approach to substance abuse • Reasonable accomodations offered to the screening and application process	• Deny many housing applications and reequire lengthy appeals process for approval • Require clean and sober living • Applicants rejected due to no being "housing ready"	PLEASE SIGN HERE

Offer Services, Not Require Them

• Engage with clients to build a service plan that suits their needs • Help clients understand how services help them maintain housing	• Impose consequences for lack of participation in services • Expect clients to participate in services that are not beneficial to them	PLEASE SIGN HERE

Allow for Client Choice in Housing Placement

• Ask clients about their priorities for housing • Provide housing with attractive location and amenities	• Place clients in housing without discussing whether it meets their needs • Limit the number of times a client can decline a housing referral	PLEASE SIGN HERE

HOUISNG FIRST – Yes Use This	 - No Do Not Use This	Signed Agreement by Funded Entity

Meet Clients Where They Are

• Ensure clients have a complete understanding of house rules and behavior expectations • Understand clients' housing barriers and work with them to make progress in addressing them • Allow clients the same freedoms afforded to other renters in the area • Prevent eviction whenever possible	• Issue written demerits or warnings for rule violations without discussing how to avoid the violation • Initiating eviction process due to minor rules violations • Creating rules that are stricter than those for standard renters in the area	PLEASE SIGN HERE

Build client Success into Policies

• Provide proactive updates and maintenance of service plans • Communicate clear and accessible written policies to relay and report issues with units and services • Produce timely and consistent action steps to resolve concerns and maintain housing • Allot space and provide resources for a wide array of services • Practice respect for tenant rights and privacy	• Practicing inconsistent and ever-changing policies and procedures • Having undetermined and undistringuishable timelines for client follow up • Providing inadequate resources and space to sustain supportive services	PLEASE SIGN HERE

Monitor Annually for current signature accepting Housing First for Project.

PROJECT INFORMATION		
CoC Code	CA-526	
Operating Start and Stop Dates	Start Date:	Stop Date (if ended):
Project Name		
Is this a COC Project?	[ ] YES [ ] NO	
Is this an HMIS Project?	[ ] YES [ ] NO	
Project Type (Select 1)	Lodging ☐ Emergency Shelter ☐ PH – Housing Only ☐ PH – Housing with Services (no disability required for entry) ☐ PH - Permanent Supportive Housing (disability required for entry) ☐ PH - Rapid Re-Housing ☐ Safe Haven ☐ Transitional Housing Services ☐ Coordinated Assessment ☐ Day Shelter ☐ Homelessness Prevention ☐ Other ☐ Services Only ☐ Street Outreach	
If Services Only for Project Type, is it affiliated with residential project(s)?	☐ No ☐ Yes	
If affiliated with residential project(s), supply project codes		
Method for tracking emergency shelter utilization	☐ Entry/Exit Dates ☐ Night by Night	
Housing Type	☐ Site based – Single Site ☐ Site based- clustered/multiple sites ☐ Tenant based-Scattered sites	
Target Population	☐ Domestic Violence Victims ☐ Persons with HIV/AIDS ☐ Not Applicable	

Funding Source(s) If more than one, please add grant information for each)	☐ HUD:CoC – Homelessness Prevention (High Performing Comm. Only) ☐ HUD:CoC – Permanent Supportive Housing ☐ HUD:CoC – Rapid Re-Housing ☐ HUD:CoC – Supportive Services Only ☐ HUD:CoC – Transitional Housing ☐ HUD:CoC – Safe Haven ☐ HUD:CoC – Single Room Occupancy (SRO) ☐ HUD:ESG – Emergency Shelter (operating and/or essential services) ☐ HUD:ESG – Homelessness Prevention ☐ HUD:ESG – Rapid Rehousing ☐ HUD:ESG – Street Outreach ☐ HUD:Rural Housing Stability Assistance Program ☐ HUD:HOPWA – Hotel/Motel Vouchers ☐ HUD:HOPWA – Housing Information ☐ HUD:HOPWA – Permanent Housing (facility based or TBRA) ☐ HUD:HOPWA – Permanent Housing Placement ☐ HUD:HOPWA – Short-Term Rent, Mortgage, Utility assistance ☐ HUD:HOPWA – Short-Term Supportive Facility ☐ HUD:HOPWA – Transitional Housing (facility based or TBRA) ☐ HUD:HUD/VASH ☐ HHS:PATH – Street Outreach & Supportive Services Only ☐ HHS:RHY – Basic Center Program (prevention and shelter) ☐ HHS:RHY – Maternity Group Home for Pregnant and Parenting Youth

	☐ HHS:RHY – Transitional Living Program ☐ HHS:RHY – Street Outreach Project ☐ HHS:RHY – Demonstration Project** ☐ VA: Community Contract Emergency Housing ☐ VA: Community Contract Residential Treatment Program*** ☐ VA: Domiciliary Care*** ☐ VA: Community Contract Safe Haven Program*** ☐ VA: Grant and Per Diem Program ☐ VA: Compensated Work Therapy Transitional Residence*** ☐ VA: Supportive Services for Veteran Families ☐ Other
Please specify if Other Funding Source	

GRANT INFORMATION	
Grant Identifier	
Grant Start Date	
Grant End Date	
Comments	

SITE INFORMATION	
Information Date:	_____/_____/_____
Geo-Code	☐ 069005 Amador County ☐ 069009 Calaveras County ☐ 069043 Mariposa County ☐069109 Tuolumne County
Housing Type	☐ Single Site – Single Building ☐ Single Site – Multiple Buildings ☐ Multiple Sites
Site Address *(Use office address if for DV shelter or scattered sites)*	

BED/UNIT INVENTORY			
ANSWER THE FOLLOWING FOR THE INDICATED HOUSEHOLD TYPE:	**HOUSEHOLDS WITHOUT CHILDREN**	**HOUSEHOLDS WITH AT LEAST ONE ADULT AND ONE CHILD**	**HOUSEHOLDS WITH ONLY CHILDREN (NO ADULTS)**
Inventory Start Date/Stop Date	**Start** **Stop**	**Start** **Stop**	**Start** **Stop**
Bed Type (Emergency Shelters Only)	☐ Facility Based ☐ Voucher ☐ Other	☐ Facility Based ☐ Voucher ☐ Other	☐ Facility Based ☐ Voucher ☐ Other
Availability	☐ Year-round ☐ Seasonal ☐ Overflow	☐ Year-round ☐ Seasonal ☐ Overflow	☐ Year-round ☐ Seasonal ☐ Overflow

(Emergency Shelters Only)			
Total Bed Inventory – How many beds are available for this household type?			
Unit Inventory - How many units are available for this household type?			
Of the total bed inventory for this household type, how many beds are designated for:	CH Veteran	CH Veteran	
	Youth Veteran	Youth Veteran	
	Veteran	Veteran	
	CH Youth	CH Youth	
	Youth	Youth	
	Chronically Homeless	Chronically Homeless	
	Non-Dedicated	Non-Dedicated	

AGENCY USE ONLY			
Primary Contact Name, Title			
Telephone Number		Email Address	
Alternate Contact Name, Title			
Telephone Number		Email Address	

The following instructions are designed to aid in determining how to fill out fields that may be less than obvious as to the information required. Many fields are self-explanatory.

For complete and specific instructions for each field refer to the HUD 2020 Data Standards Manual
https://files.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual.pdf

1. **Project Name:** Project name should be descriptive and unique to avoid confusion if a similar type of project is created in the future. Avoid putting a project year in the name as the project may be funded in future years.

2. **Operating Start Date:** The first day on which a project provided (or will provide) services and/or housing. For projects that began operating prior to October 1, 2012, the start date may be estimated if it is not known. Projects that are fully funded but have not yet begun operating may be entered with a future project start date that reflects the date the project will begin providing services. *(from HUD 2020 Data Standards Manual)*

3. **Operating End Date:** The last day on which the project provided or is expected to provide services and/or housing. It may be a date in the future; it may also be blank if the project is expected to continue operating indefinitely. *(from HUD 2020 Data Standards Manual)*

4. **COC Project:** A project within the geographic boundaries of the Continuum(s) of Care served by the HMIS whose primary purpose is to meet the specific needs of people who are homeless by providing lodging and/or services. A continuum project is not limited to those projects funded by HUD and should include all of the Federal Partner projects and all other federally or non-federally funded projects functioning within the continuum. *(from HUD 2020 Data Standards Manual)*

5. **Is this an HMIS participating project? Yes or No**

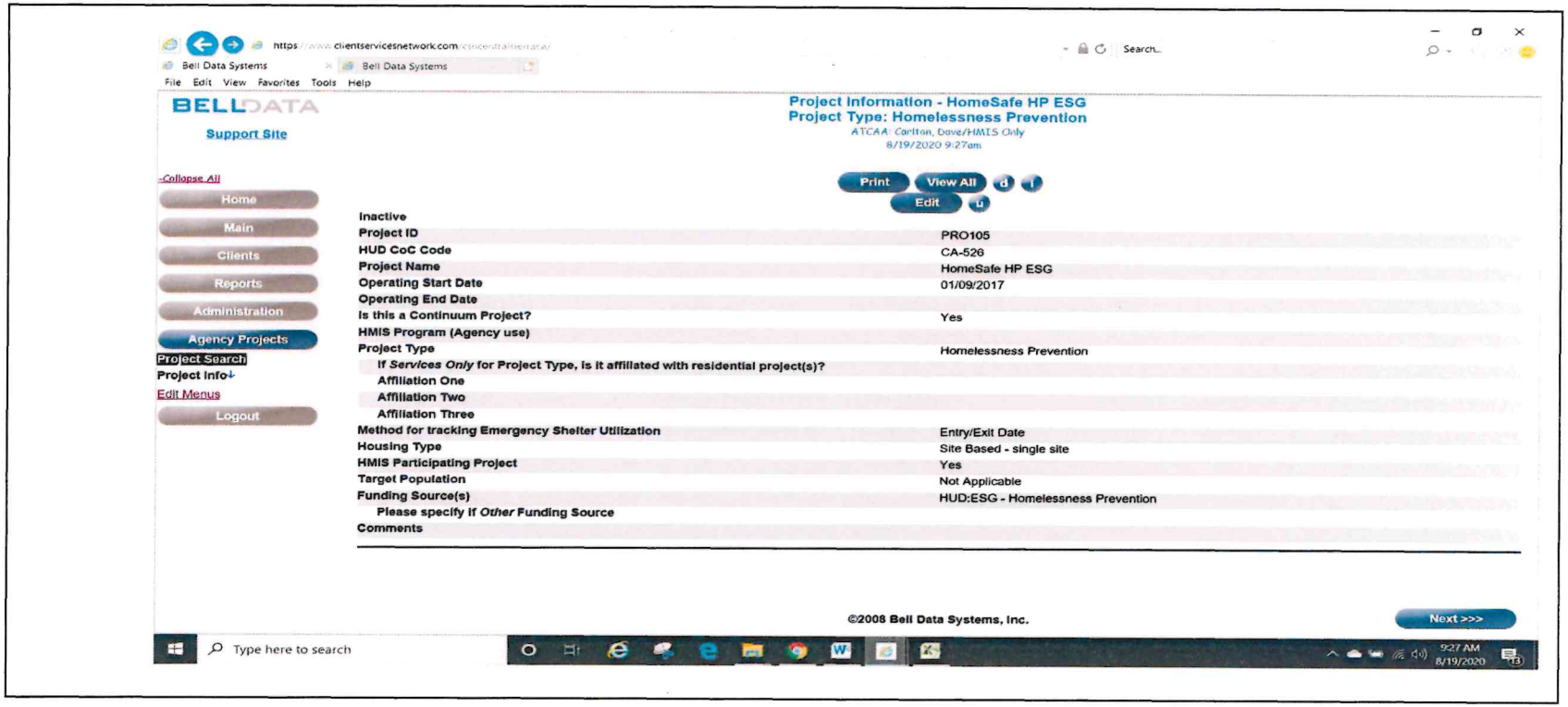
Subcontractor's Initials_____

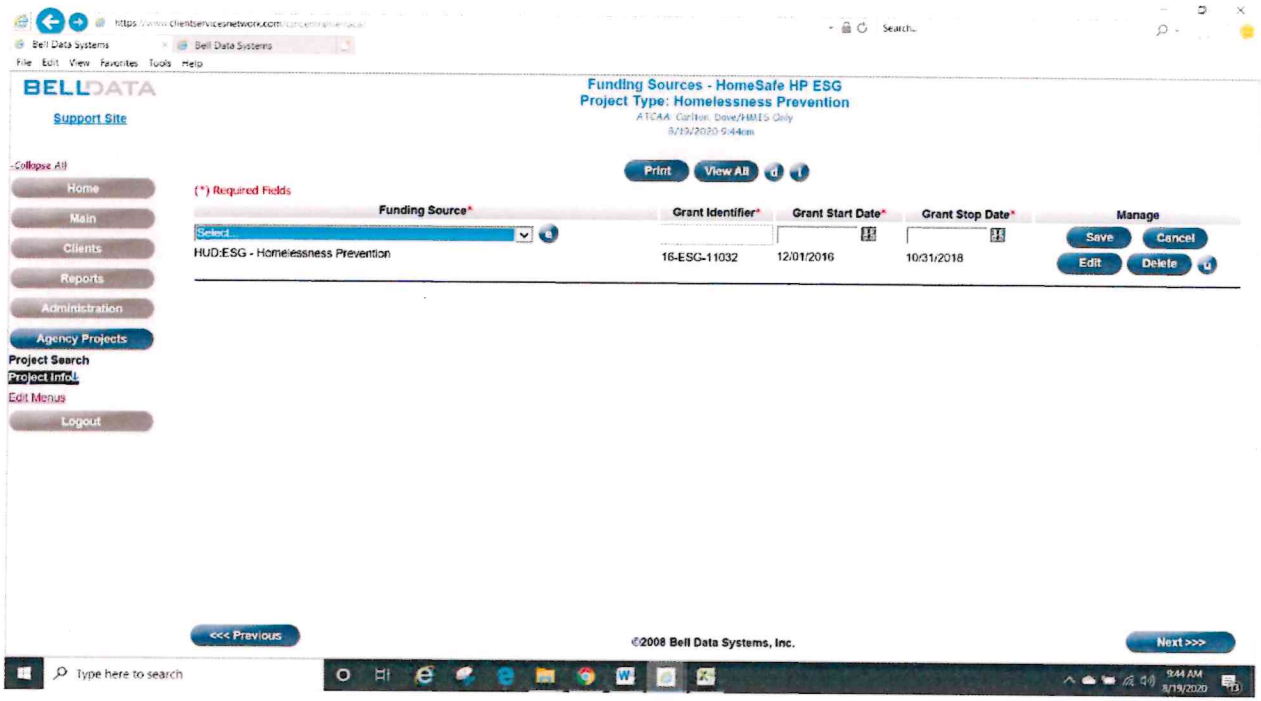
a. **"No"** indicates that no persons residing in or being served by this project have client data collected about them in the Universal Data Elements, Common Data Elements, and Federal Partner Program Specific Elements in the Continuum's HMIS.
b. **"Yes"** indicates that all persons residing in or being served by this project have client data collected about them in the Universal Data Elements, Common Data Elements, and Federal Partner Program Specific Elements in the Continuum's HMIS.

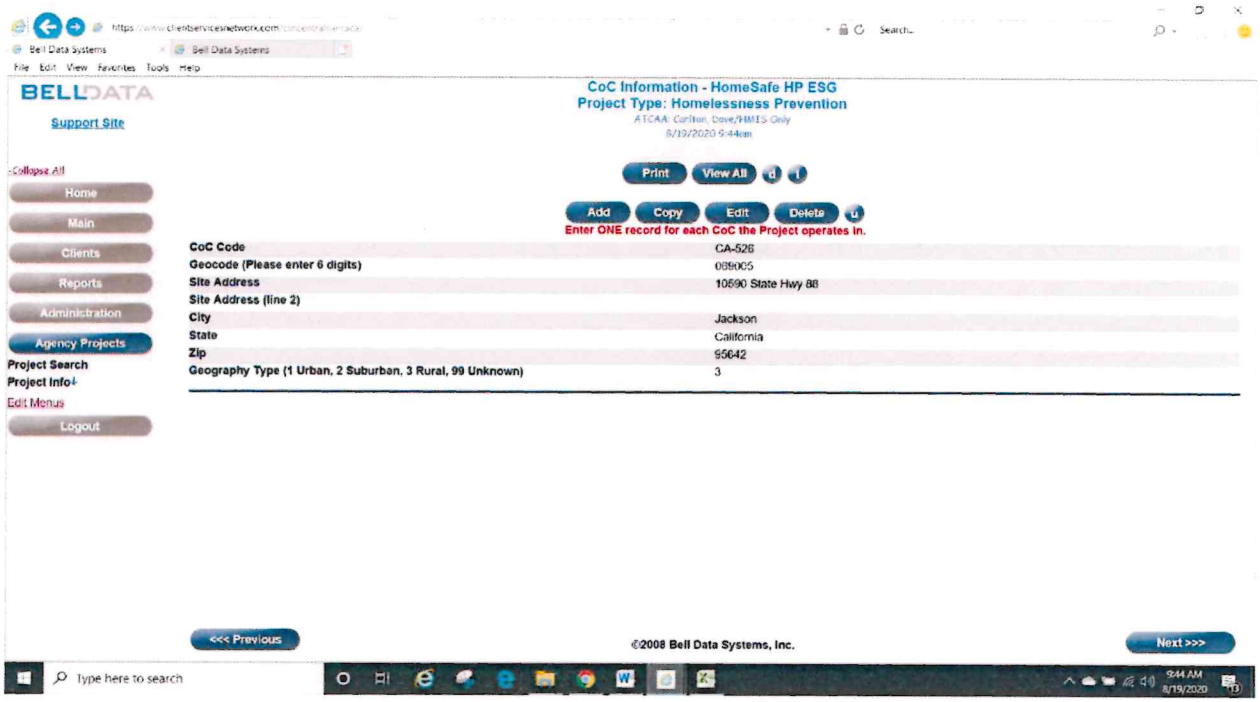
6. **Grant Identifier:** It is best to use the contract number from the grant funding the project. If listing more than one Funding source, then grant information specific to that funding source will be required.

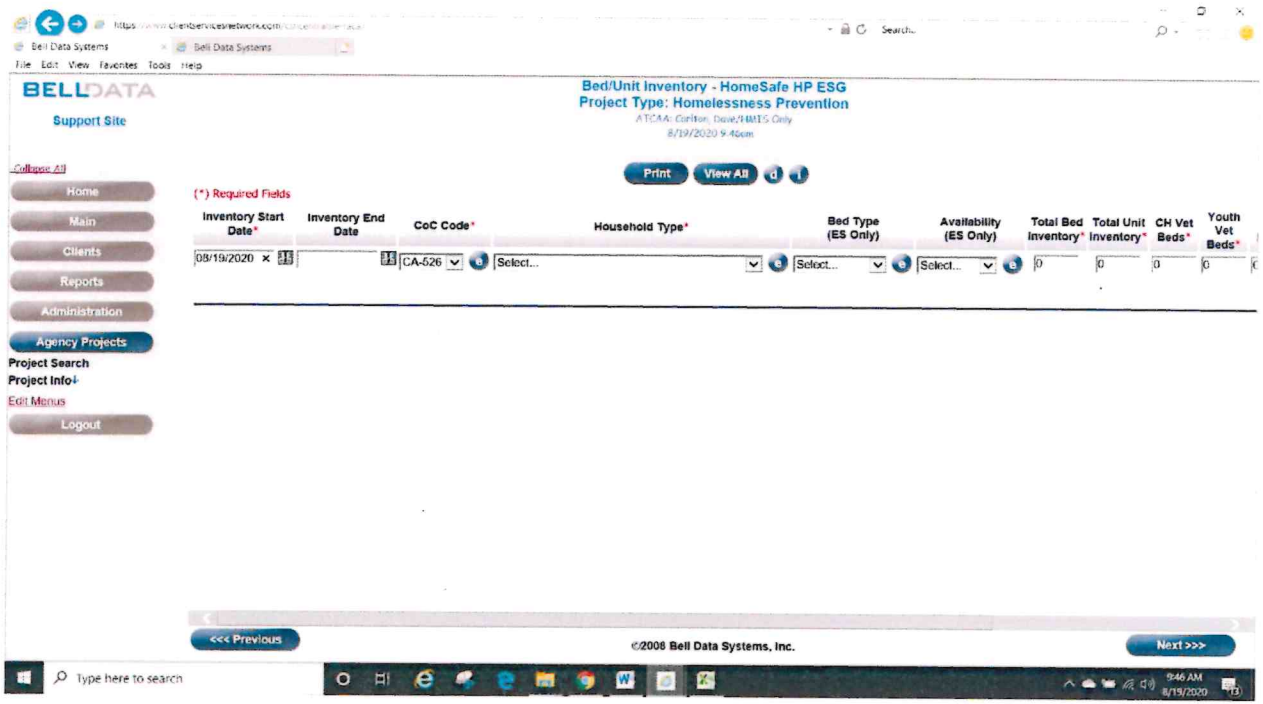
Information from the Project Information form is entered into the screen forms below by the HMIS System Administrator.

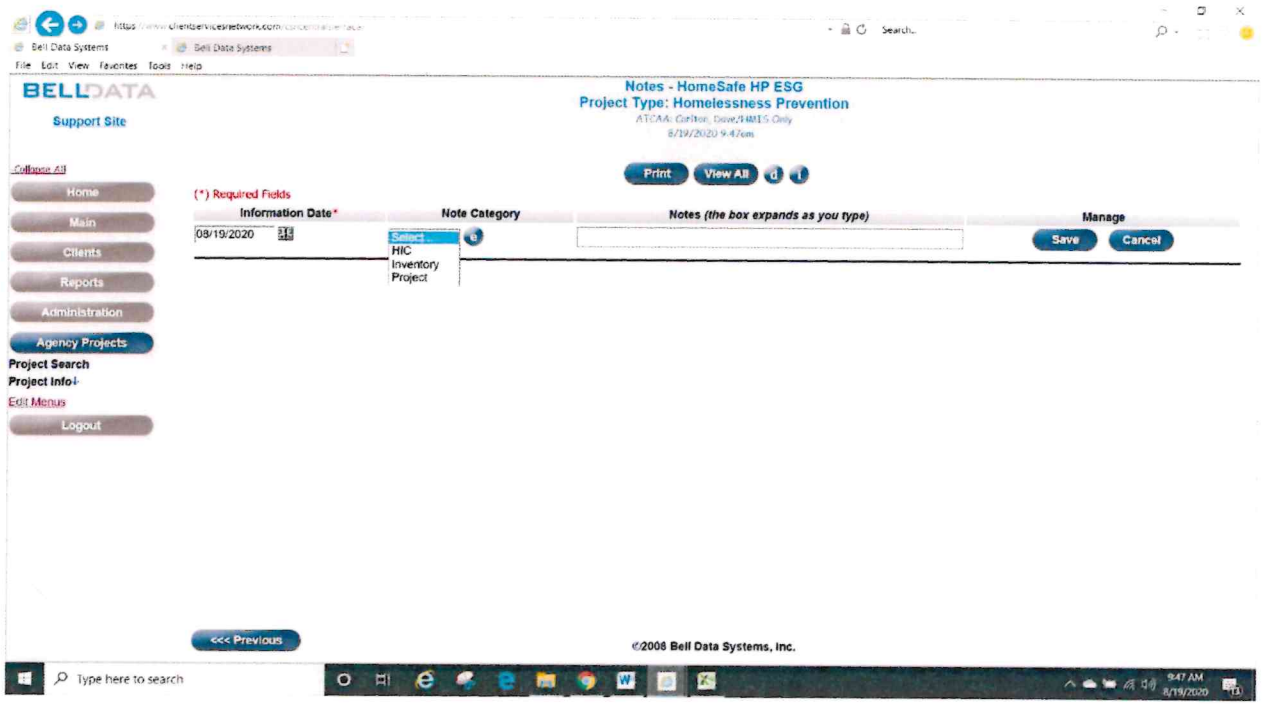
Example shown is a completed record of an ATCAA Project


Bell Data Systems
File Edit View Favorites Tools Help
BELLDATA
Support Site
Collapse All
Home
Main
Clients
Reports
Administration
Agency Projects
Project Search
Project Info
Edit Menus
Logout
Project Information - HomeSafe HP ESG
Project Type: Homelessness Prevention
ATCAA: Carlton, Dave/HMIS Only
8/19/2020 9:27am
Print
View All
Edit
Inactive
Project ID PRO105
HUD CoC Code CA-526
Project Name HomeSafe HP ESG
Operating Start Date 01/09/2017
Operating End Date
Is this a Continuum Project? Yes
HMIS Program (Agency use)
Project Type Homelessness Prevention
If Services Only for Project Type, is it affiliated with residential project(s)?
Affiliation One
Affiliation Two
Affiliation Three
Method for tracking Emergency Shelter Utilization Entry/Exit Date
Housing Type Site Based - single site
HMIS Participating Project Yes
Target Population Not Applicable
Funding Source(s) HUD:ESG - Homelessness Prevention
Please specify if Other Funding Source
Comments
©2008 Bell Data Systems, Inc.
Next >>>
Type here to search
9:27 AM
8/19/2020


Bell Data Systems
File Edit View Favorites Tools Help
BELLDATA
Support Site
Funding Sources - HomeSafe HP ESG
Project Type: Homelessness Prevention
ATCAA: Carlton, Dove/HMIS Only
8/19/2020 9:44am
Print
View All
Collapse All
Home
Main
Clients
Reports
Administration
Agency Projects
Project Search
Project Info
Edit Menus
Logout
(*) Required Fields
Funding Source*
Grant Identifier*
Grant Start Date*
Grant Stop Date*
Manage
Select...
HUD:ESG - Homelessness Prevention
16-ESG-11032
12/01/2016
10/31/2018
Save
Cancel
Edit
Delete
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©2008 Bell Data Systems, Inc.
Next >>>
Type here to search
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8/19/2020


Bell Data Systems
File Edit View Favorites Tools Help
Search...
BELLDATA
Support Site
Collapse All
Home
Main
Clients
Reports
Administration
Agency Projects
Project Search
Project Info
Edit Menus
Logout
CoC Information - HomeSafe HP ESG
Project Type: Homelessness Prevention
ATCAA: Carlton, Dave/HMIS Only
8/19/2020 9:44am
Print
View All
Add
Copy
Edit
Delete
Enter ONE record for each CoC the Project operates in.
CoC Code CA-526
Geocode (Please enter 6 digits) 069005
Site Address 10590 State Hwy 88
Site Address (line 2)
City Jackson
State California
Zip 95642
Geography Type (1 Urban, 2 Suburban, 3 Rural, 99 Unknown) 3
<<< Previous
©2008 Bell Data Systems, Inc.
Next >>>
Type here to search
9:44 AM
8/19/2020


Bell Data Systems
File Edit View Favorites Tools Help
BELLDATA
Support Site
Collapse All
Home
Main
Clients
Reports
Administration
Agency Projects
Project Search
Project Info
Edit Menus
Logout
Bed/Unit Inventory - HomeSafe HP ESG
Project Type: Homelessness Prevention
8/19/2020 9:46am
Print
View All
(*) Required Fields
Inventory Start Date*
Inventory End Date
CoC Code*
Household Type*
Bed Type (ES Only)
Availability (ES Only)
Total Bed Inventory*
Total Unit Inventory*
CH Vet Beds*
Youth Vet Beds*
08/19/2020
CA-526
Select...
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8/19/2020



Subcontractor's Initials_____

Amador Tuolumne Community Action Agency
10590 Highway 88, Jackson, CA 95642

ATCAA
209-223-1485

HOMELESS HOUSING ASSITANCE AND PREVENTION PROGRAM
HHAP-Subcontractor Request for Funds Form (RFF)

Contract Number: 23-HHAP-4
Expiration Date: 6/30/2027
Invoice Number: 01
Subcontractor: City of Sonora
Contact Person: Turu VanderWiel
Contact Person Title: Chief PD
E-Mail: tvanderwiel@sonorapd.com
Phone Number: 209-532-8141

HHAP R 4- EXPENDITURES BREAKDOWN

This billing is for the period of 10/01/2023 **to** 12/31/27

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BUDGET BREAKDOWN Proposed	Approved	REQUEST Draw Amount
Rapid Rehousing Rental subsidies and case management		
Rapid Rehousing Incentives to landlords-deposits-fees		
Operating		
Street Outreach	67,696.53	
Services Coordination		
Systems Support		
Delivery of Permanent Hsg.		
Prevention and Shelter Div.		
Interim Sheltering		
Improve Existing Shelter		
Youth Set Aside 10%	8,156.21	
Admin. 7%	5,709.35	
TOTAL	**81,562.09**	

CERTIFICATION

"By signing this form, I certify to the best of my knowledge and belief that the form is true, complete, and accurate, and the activities and budget are for the purposes and objectives set forth in the terms and conditions of the HEAP Subcontractor Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise."

Name of Authorized Person	**Date**
Signature of Authorized Person	**Date**

ATCAA Use Only

ATCAA Authorizing Approval Signature Joseph Bors	**Date** 10/02/2023

LOGIC MODEL

COUNTY: **Applicant:** **Project:**

Need	Service	Outcome	Projected Indicator	Actual Indicator	Date of Report	Data Procedure	Frequency
						HMIS report	

Total Award: $

Time Period:

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 6, 2023

TO: City Council Members

FROM: Douglas L. White, City Attorney

SUBJECT: Provide Direction to Staff Regarding: (1) Appeal of the Police Chief's Decision Related to an Alcoholic Beverage Control permit and (2) Implementing a Process for the Administrative Appeal of Administrative Decisions in the Sonora Municipal Code.

RECOMMENDATION:

Provide direction to staff regarding (1) appeal of the Police Chief's decision related to an Alcoholic Beverage Control permit, and (2) implementation of an administrative appeal process for administrative decisions that the City of Sonora Municipal Code ("Code") currently lacks.

BACKGROUND:

The 99 Cents Only Stores location operating at 740 Mono Way in the City of Sonora ("City") wishes to sell beer and wine on its premises. In order to sell alcohol in California, a business must seek a license from the California Department of Alcoholic Beverage Control ("ABC").[1] There are multiple types of ABC licenses, depending on both what kind of alcohol is to be sold and in what manner the business wishes to sell it. The California Business and Professions Code ("BPC") limits the concentration of each type of ABC license.[2] However, an applicant may overcome some types of concentration limitations if the local governing body or its designated officer makes a determination that "public convenience or necessity" would be served by granting the license ("PCN Determination").[3] The ABC notifies an applicant if its license will require a PCN Determination upon receipt of the application.

Here, 99 Cents Only Stores sent an application to the ABC for a Type 20 license for off-sale beer and wine, as it was required to do in order to sell beer and wine on its premises for consumption off the premises. The ABC found that due to the concentration of licenses in the area, the license could only be granted if the City made a PCN Determination in favor of the license. The City's Police Chief, as the designated officer for the City, found that public convenience and necessity would not be served by the granting of the license, and declined to make a PCN Determination in favor of the license. The ABC subsequently denied 99 Cents Only Stores's application.

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[1] BPC § 23049 et seq.
[2] *See*, *e.g.*, BPC § 23817.5.
[3] BPC § 23817.7.

99 Cents Only Stores wishes to appeal the Chief of Police's determination. Staff has discovered that there is not a specific mechanism for appeal of this decision in the Code, nor is there a general provision for appeals of administrative decisions by City agencies.

DISCUSSION / ANALYSIS:

City officials make decisions that affect the rights of the people and businesses of the City frequently. Like the Police Chief's PCN Determination decision, many of these decisions are highly specific processes for which the City Council has never had a reason to create an appeals process.

Under the principle of exhaustion of administrative remedies, a person or entity challenging an agency's decision must comply with all of the agency's appeal procedures before filing a lawsuit. With no mechanism for administrative appeal of a PCN Determination decision in the Code, 99 Cents Only Stores has the option to jump immediately to legal action to challenge the decision.[4] However, in this case, 99 Cents Only Stores has requested that the City reconsider the Police Chief's decision.

To facilitate that request and avoid the time and expense of a lawsuit, City staff seeks the City Council's direction with regard to 99 Cents Only Stores's appeal request. Because the City currently has no clear appeal process, the appeal may be made to the City Administrator or brought before the City Council at a City Council meeting. In this case, the recommended course of action is for the City Council to consider the appeal request and make a determination to streamline the appeal process. However, the City Council may elect to direct the City Administrator to first make a determination that would then be appealable to the City Council for a final decision.

Additionally, staff seek direction from the City Council to establish an administrative appeal process through the preparation and implementation of an ordinance. The ordinance would add a general appeals process for administrative decisions to the Code. An administrative appeals process would be beneficial not only for the City but also for the people and businesses of the City that would benefit from the ability to challenge agency decisions in a straightforward and cost-effective manner.

Staff suggests that; to maximize efficiency, the City Council direct Staff to craft the Ordinance to create an appeals process in which the first appeal of an administrative decision is brought before the City Administrator, and only if the City Administrator's decision is appealed does an administrative appeal come before the City Council.

FISCAL IMPACT:

The direction to staff does not have a direct fiscal impact on the City. However, the costs associated with preparing and implementing an administrative appeals process are likely to be offset through the possibility of protecting the City from a lawsuit both from 99 Cents Only Stores and other potential plaintiffs in the future.

ENVIRONMENTAL:

None.

[4] *See*, e.g.*, Branciforte Heights, LLC v. City of Santa Cruz* (2006) 138 Cal.App.4th 914.

OPTIONS:

1. Direct staff to draft an ordinance creating an administrative appeal procedure that provides an initial appeal to the City Administrator, and a subsequent appeal of the City Administrator's decision to the City Council. Further, provide direction to staff for the appeals process for the 99 Cents Only Stores's request to review the Police Chief's PCN Determination decision.

2. Direct staff to address 99 Cents Only Stores's appeal. Reject the drafting of an ordinance to establish an administrative appeals process.

3. Keep the status quo.