



CITY COUNCIL REGULAR MEETING

Monday, December 18, 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, December 18, 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. Public Employee Performance Evaluation (Gov. Code Section §54957); Douglas White, City Attorney.

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

2. Receive a presentation on the retirement of Fire Captain Kurt Rhoades; Aimee New, Fire Chief.
3. Receive a presentation on the retirement of Community Development Director Rachelle Kellogg; Melissa Eads, City Administrator.
4. Receive a presentation on the introduction of City of Sonora Homeless Outreach Coordinator Chris Neves; Turu VanderWiel, Police Chief.
5. Receive a presentation on the introduction of the Homeless Outreach Support Team (HOST); Turu VanderWiel, Police Chief.
6. Receive a presentation to recognize Rebecca Bell for her support and contributions; Turu VanderWiel, Police Chief.

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 \$160,428.52 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 adoption of Resolution No. 12-18-2023-B, updating the job description for Fire Captain; Chris Gorsky, Administrative Services Director.

NEW BUSINESS

9. Consider waiving the first reading, read by title only, and introduce Ordinance No. 894, Adding Chapter 1.25, Appeal of Administrative Decisions, to Title 1, General Provisions, of the Sonora Municipal Code to establish a procedure for the appeal of administrative decisions that otherwise lack an appeal process; Douglas White, City Attorney.

10. Consider approval of the City of Sonora Housing Successor Annual Report for 2023; Rachelle Kellogg, Community Development Director.
11. Consider adoption of Resolution No. 12-18-2023-A, awarding the On-Call Professional Engineering Services Agreement to Dewberry Engineering, Inc. and authorizing the City Administrator to execute the agreement and all related contract documents; Rachelle Kellogg, Community Development Director.
12. Consider adoption of Resolution No.12-18-2023-C establishing the City of Sonora's Recruitment and Retention Incentive Plan; Chris Gorsky, Administrative Services Director.
13. Consider adoption of Resolution No.12-18-2023-D amending the SPOA salary schedules for the Police Officer, Corporal, and Sergeant positions; Chris Gorsky, Administrative Services Director.

MONTHLY REPORTS

14. Receive the Sonora Administrative Services Department monthly report for October 2023 (FY23/24); Chris Gorsky, Administrative Services Director.
15. Receive the Sonora Fire Department monthly report for November 2023; Aimee New, Fire Chief.
16. Receive the Sonora Police Department monthly report for November 2023; Turu VanderWiel, Police Chief.
17. Receive the Sonora Public Works Department monthly report for November 2023; Michael Lagomarsino, Public Works Supervisor.

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: December 18, 2023
TO: City Council Members
FROM: Aimee New, Fire Chief
SUBJECT: Retirement: Kurt Rhoades, Fire Captain

RECOMMENDATION

No action is needed on this item.

DISCUSSION

Retirement of Kurt Rhoades – Fire Captain Kurt Rhoades began his career with the City of Sonora in October of 2000. Over the past 23 years, Captain Rhoades has served the City of Sonora and its citizens during many emergency responses. Captain Rhoades has been part of the development and implementation of numerous programs and processes while working for the City. He has assisted many Intern and Volunteer firefighters prepare for full time careers in the fire service. He trained and handled the first and only accelerant detection canine with the Fire Department.

Captain Rhoades has advised us that although he is retiring from the City of Sonora, he will be continuing his fire service career with the Tuolumne Rancheria Fire Department. We wish him the best in his new endeavor and thank him for his dedication and service to the City of Sonora.

FISCAL IMPACT

No fiscal impact on the General Fund.



CITY COUNCIL AGENDA REPORT

MEETING DATE: December 18, 2023
TO: City Council Members
FROM: Melissa Eads, City Administrator
SUBJECT: Retirement: Rachelle Kellogg, Community Development Director

RECOMMENDATION

No action is needed on this item.

DISCUSSION

Retirement of Rachelle Kellogg – Rachelle began her career with the City of Sonora in 1996 as a Coordinator, she quickly moved to Grants/Redevelopment Manager in 1998 and moved into the key Community Development Director position in 2010.

Over the years, Rachelle has executed essential job functions such as: directing, supervising, and evaluating department personnel; preparing, administering, and implementing grants/loans, redevelopment, and economic development marketing activities; searching for and evaluating grants/loans that support City programs; and working with local, state and federal agencies and redevelopment organizations.

Her role as Community Development Director required constant interface with contractors, engineers, and residents, which Rachelle handled with knowledge, expertise, and passion. While often behind the scenes in City workings, Rachelle has been the moving force behind developing the Dragoon Gulch Trail/City Park, implementing major road projects like the Red Church “Y” and the City’s new transit center/intersection, inspiring the Music of the Night celebration, and, most recognizably, directing the annual Sonora Christmas Parade.

The City of Sonora hopes you’ll join us to cheer Rachelle, her service and accomplishments, and her happy years ahead.

FISCAL IMPACT

No fiscal impact to the General Fund.



CITY COUNCIL AGENDA REPORT

MEETING DATE: December 18, 2023
TO: City Council Members
FROM: Turu VanderWiel, Chief of Police
SUBJECT: Introduction of Homeless Outreach Coordinator

RECOMMENDATION

Introduction of City of Sonora Homeless Outreach Coordinator, Chris Neves.

DISCUSSION

Chris Neves tested for the position of Homeless Outreach Coordinator in August and was hired on November 13, 2023. Funding for this part-time position was identified through a Central Sierra Continuum of Care (CSCOC) Homeless Housing Assistance and Prevention (HHAP) grant, contracted through Amadore Tuolumne County Action Agency (ATCAA).

Chris completed his orientation with the City and immediately began collaborating with area partners and connecting with the homeless population.

Chris is originally from San Jose but has been a resident of Tuolumne County since 1999 when he relocated here to care for his grandmother. He has two daughters, seventeen and nineteen, who were born and raised here, and he has two sons, twenty-nine and thirty-one, who are now out on their own.

Chris's experience with the homeless community started when he was homeless back in 2014 and 2015. He found an opportunity at ATCAA's Sonora homeless shelter, where he eventually became a caretaker. After seven months of living at the shelter, he was able to move into a place where he still lives to this day. He was awarded full custody of his full custody of his girls and has been proudly raising his family ever since.

Chris was officially hired to work at the shelter in January 2016, and after just six months became the Shelter Coordinator. Overall, Chris worked at ATCAA's shelter for nearly eight years.

Chris was one of the original Homeless Outreach Support Team (HOST) members when the pilot program started in October 2022. Chris is proud of the connections and partnerships he has made with the homeless population and the organizations that support them. Chris looks forward to the opportunity to represent the City of Sonora while continuing to make positive impacts in our community.

FISCAL IMPACT

There is no fiscal impact on the General Fund as the HHAP3 Grant previously funded this position.



CITY COUNCIL AGENDA REPORT

MEETING DATE: December 18, 2023
TO: City Council Members
FROM: Turu VanderWiel, Chief of Police
SUBJECT: Introduction of Homeless Outreach Support Team

RECOMMENDATION

Receive an Introduction of the Homeless Outreach Support Team (HOST).

DISCUSSION

Tuolumne County has the highest homeless population in the region, and consequently, the City of Sonora has an extremely high concentration of homeless living in or near the city limits. Law enforcement is usually the first call made when things in the community are amiss, or someone is in crisis; approximately 17-23% of our calls for service are related to homeless activity.

The Homeless Outreach Support Team (HOST) was inspired by our long-standing relationship with Behavioral Health, the City of Jackson's Homeless Outreach model, and the need for something better than simply providing people with a pamphlet during calls for service.

HOST is a local collaboration involving City and County agencies and private service providers. The Sonora Fire Department, Health and Human Services, Behavioral Health, Social Services, ATCAA, Department of Social Services, and Mathiesen Memorial Health Clinic joined an MOU with the Sonora Police to engage homelessness and link people with needed services. HOST also partners with the Probation Department, the Resiliency Village, Chicken Ranch, Compassionate Outreach, and the Tuolumne County Health Officer (Kimberly Freeman).

HOST deploys monthly and functions as a mobile navigation center that brings service experts and referral opportunities into the field where people are more likely to engage. Sonora's Homeless Outreach Coordinator organizes HOST activities and provides case management for clients identified by the team and other means.

FISCAL IMPACT

In May of 2023, the City of Sonora accepted a grant award of \$135 through the Central Sierra Continuum of Care Homeless Housing Assistance and Prevention Program to support the majority of the operating costs.

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SONORA POLICE DEPARTMENT
CITY OF SONORA FIRE DEPARTMENT
AND
TUOLUMNE COUNTY BEHAVIORAL HEALTH
TUOLUMNE COUNTY DEPARTMENT OF SOCIAL SERVICES
TUOLUMNE COUNTY SHERIFF'S OFFICE
TUOLUMNE COUNTY HOMELESS SERVICES COORDINATOR
AND
AMADOR TUOLUMNE COMMUNITY ACTION AGENCY
AND
MATHIESEN MEMORIAL HEALTH CLINIC
FOR
HOMELESS OUTREACH SUPPORT TEAM (HOST)

SECTION 1

1.1 PARTIES OF THE MOU

- 1.1.1 City of Sonora Police Department (Sonora PD)
- 1.1.2 City of Sonora Fire Department (Sonora FD)
- 1.1.3 Tuolumne County Behavioral Health (TCBH)
- 1.1.4 Tuolumne County Department of Social Services (DSS)
- 1.1.5 Tuolumne County Sheriff's Office (SO)
- 1.1.6 Tuolumne County Homeless Services Coordinator
- 1.1.7 Amador Tuolumne Community Action Agency (ATCAA)
- 1.1.8 Mathiesen Memorial Health Clinic (MMHC)

SECTION 2

2.1 INTRODUCTION AND HISTORY

- 2.1.1 Over the years, the needs of the community have shifted as a result of an increase in homelessness throughout all of California. This shift is driven by a lack of affordable housing opportunities, a change in state drug laws, and the challenges in engaging individuals to take advantage of mental health resources. The demand for local services is steadily growing, resulting in the need to re-examine

how services are deployed to persons experiencing homelessness, substance use, and/or mental health issues.

As indicated by recent Point In Time (PIT) counts, Tuolumne County experiences the highest homeless population in the region (Tuolumne, Calaveras, Mariposa, and Amador counties). The City of Sonora is at the hub of our county's homelessness issues due to the close proximity of the hospital, parks, jail, grocery, and other retail and charitable organizations. Law enforcement, ambulance, and fire personnel are responding to calls relating to homelessness at increased rates. First responders are limited in their capacity to effectively triage for referrals and follow-up services. Additionally, the goal would be to reduce impacts to the hospital emergency department and outpatient services.

Tuolumne County Behavioral Health (TCBH) and local law enforcement are already collaborating in an effort to link individuals to mental health services. The purpose of this MOU is to establish a protocol for providing enhanced services to the community through the partnerships created under this MOU. This MOU does not create legal obligations on behalf of the parties to the agreement. TCBH and the City of Sonora Police Department (Sonora PD), and the Tuolumne County Sheriff's Office (SO) will continue to aid and assist persons in crisis through the established Mobile Triage Response Program. A *Homeless Outreach Support Team* (HOST) will be established to include a sworn Homeless Liaison Officer from Sonora PD, a Fire EMT from the City of Sonora Fire Department (Sonora FD), a TCBH service provider, Tuolumne County Department of Social Services (DSS) service provider, Tuolumne County Homeless Services Coordinator, and a Homeless Prevention Outreach Worker from Amador Tuolumne Community Action Agency (ATCAA). HOST will respond to community needs based on priorities identified by the partnering agencies. The purpose of this team would be to interact with individuals, learn who is willing to engage in services and resources, and link those individuals with those opportunities.

SECTION 3

3.1 PURPOSE OF MOU

- 3.1.1** The purpose of this MOU is to establish a working relationship among the parties and document each party's responsibilities relative to HOST. HOST is designed to enhance collaboration and facilitate the deployment of services and resources to high-risk individuals that frequently impact emergency systems. Parties to this understanding agree to work together in the most efficient and professional manner in order to best serve the community.
- 3.1.2** This MOU shall become effective as of October 1, 2022, and continue until revised or revoked by the signatory parties. This MOU may be amended only in writing with the signed approval of all parties. A representative of any participating agency can request a review of the MOU at any time if deemed necessary for operational

effectiveness. Participating agencies may elect to terminate their participation in this MOU by providing written notification to the HOST participants. Termination will take effect not less than thirty (30) days after receipt of written notification or upon a date established by mutual agreement or whichever is earlier.

3.1.3 Overview of *Homeless Outreach Support Team* Model

HOST will deploy a four-member team comprised of representatives of participating agencies as available and appropriate, but generally on a monthly basis.

HOST will respond to community members who are pre-identified by the team who are frequently impacting emergency systems. The schedule of operation will be between Monday through Friday and the hours of 8 a.m. to 5 p.m., not to exceed an 8-hour project on a pre-determined date. The team will respond to various locations in the county (i.e., residences, streets, shelters, clinics, hospitals, homeless camps, and schools). Ideally, the team will deploy in vehicles not obviously identified as law enforcement vehicles in an effort to minimize the potential of trauma or anxiety to the high-risk individual scheduled to be engaged.

HOST will be deployed to offer outreach and support to those experiencing homelessness based on individual needs.

HOST will focus on meeting program goals and outcomes and offering what is in the best interest of each individual served while providing support, referrals, and linkage to additional services in an effort to reduce psychiatric hospitalizations, homelessness, and future impacts on emergency services.

SECTION 4

4.1 GOALS OF THE *HOMELESS OUTREACH SUPPORT TEAM*

4.1.1 HOST makes the assumption that by providing outreach services and clinical interventions to engage high-risk individuals of concern, the following goals will be accomplished:

4.1.1(a) Immediate Goals:

- Encourage individuals to access housing opportunities, mental health, and substance abuse services;
- Reduce impact on emergency systems;
- Provide appropriate referrals to community resources.

- Provide wrap-around services and follow-up as accepted by the individual.
- 4.1.1(b)** Utilize the Homeless Information Management System (HMIS) to track program goals and outcomes.
- Reduce the impact to emergency departments and Tuolumne County Jail;
 - Reduce the percentage of incidents involving law enforcement officers and the homeless population;
 - Reduce calls for response by law enforcement and other first responders;
 - Reduce the number of persons experiencing chronic homelessness in our community;
 - Reduce the need for psychiatric hospitalization;
 - Reduce impact of crimes associated with homelessness in residential areas and business districts;
 - Increase the number of chronically homeless voluntarily accessing outpatient behavioral health services.

SECTION 5

RESPONSIBILITIES OF PARTIES

5.1 Responsibilities of Tuolumne County Behavioral Health

- 5.1.1** Provide a service provider trained to work with the homeless population.
- 5.1.2** Provide necessary interventions for each appropriate referral received.
- 5.1.3** Provide clinical and administrative training and oversight for the TCBH members of HOST.
- 5.1.4** Ensure confidentiality within State and Federal guidelines.
- 5.1.5** Share outcome data as appropriate with HOST partners for continued quality improvement. This would be supported by obtaining a signed waiver from the patient/individual in crisis
- 5.1.6** Provide representation at quarterly MOU meetings.
- 5.1.7** Provide recommendations for members of the community identified as field intervention by HOST.

5.2. Responsibility of the City of Sonoma Police Department/Tuolumne County Sheriff

- 5.2.1** Provide a California POST Certified sworn Peace Officer trained in de-escalation, crisis intervention, and homeless response.

- 5.2.2 Responds to calls for Welfare Checks whenever a person is determined to be in imminent danger as a result of a mental health crisis.
- 5.2.3 Follow standard law enforcement procedures for initiating an application per W&I Code 5150, when it is determined that TCBH mobile triage services will be unable to respond to a law enforcement's request for assistance.
- 5.2.4 Work closely with participating agencies to ensure appropriate communication and exchange of information related to law enforcement involvement.
- 5.2.5 Provide security for the *HOST* during an intervention.
- 5.2.6 Share outcome data as appropriate with *HOST* partners for continued quality improvement. This would be supported by obtaining a signed waiver from the patient/individual in crisis.
- 5.2.7 Provide safety guidance *and* legal oversight as it pertains to criminal violations. Whenever possible, traditional criminal enforcement procedures will not be implemented during a field intervention unless absolutely necessary.
- 5.2.8 Provide recommendations for members of the community identified as needing field intervention by the *HOST*.
- 5.2.9 Provide representation at the quarterly MOU meetings.
- 5.2.10 Provide the necessary oversight and training of Sonora PD/SO law enforcement personnel to be familiar with *HOST* program, protocol, and law enforcement responsibilities as they partner within this program.
- 5.2.11 If necessary, provide secured transportation from the scene to the appropriate City of Sonora or Tuolumne County located facility.
- 5.2.12 Ensure confidentiality within legal guidelines for individuals receiving assistance from *HOST*.
- 5.3 **Responsibilities of the City of Sonora Fire Department**
 - 5.3.1 Provide, operate, and maintain a certified Fire Paramedic with the training and authority to evaluate and release patients in the field. In the absence of an available Fire Paramedic, a Fire EMT will be assigned to the team.
 - 5.3.2 Provide general medical assessments and referrals during *HOST* field interventions.

- 5.3.3 Provide medical oversight for the *HOST* during field interventions. Make appropriate requests for immediate medical transport as needed.
- 5.3.4 Provide fire safety evaluations, guidance, and direction during field interventions.
- 5.3.5 Ensure confidentiality within State and Federal guidelines.
- 5.3.6 Share outcome data as appropriate with *HOST* partners for continued quality improvement. This would be supported by obtaining a signed waiver from the patient/individual in crisis.
- 5.3.7 Provide representation at quarterly MOU meetings.
- 5.3.8 Provide recommendations for members of the community identified as needing field intervention by the *HOST*.
- 5.4 Responsibilities of Amador Tuolumne Community Action Agency**
 - 5.4.1 Provide, operate, and maintain a Housing Resource Coordinator and a Shelter Coordinator / Identify a relationship with Sonora's Homeless Outreach Coordinator.
 - 5.4.2 Provide assessments for housing or shelter needs.
 - 5.4.3 Provide assistance with housing applications and financial assistance requests.
 - 5.4.4 Provide linkage to all additional relevant services available through ATCAA and partnering agencies.
 - 5.4.5 Maintain HMIS/CES operating systems to support intake, access, prioritization, and referral.
 - 5.4.6 Ensure confidentiality within State and Federal guidelines.
 - 5.4.7 Share outcome data as appropriate with *HOST* partners for continued quality improvement. This would be supported by obtaining a signed waiver from the patient/individual in crisis.
 - 5.4.8 Provide representation at quarterly MOU meetings.
 - 5.4.9 Provide recommendations for members of the community identified as needing field intervention by the *HOST*.

5.5 Responsibilities of Tuolumne County Department of Social Services

- 5.5.1** Provide a service provider to connect participants to DSS services including securing public assistance benefits homeless services, and case management as accepted.
- 5.5.2** Coordinate with ATCAA and other community partners on the appropriate funding sources to support direct services.
- 5.5.3** Ensure confidentiality within State and Federal guidelines.
- 5.5.4** Share outcome data as appropriate and in accordance with Multi-Disciplinary Team laws with *HOST* partners for continued quality improvement. This would be supported by obtaining a signed waiver from the patient/individual in crisis.
- 5.5.5** Provide representation at quarterly MOU meetings.
- 5.5.6** Provide recommendations for members of the community identified as needing field intervention by *HOST*.

5.6 Responsibilities of Mathiesen Memorial Health Clinic

- 5.6.1** Provide an Outreach Service Provider and/or Registered Nurse to connect participant(s) identified with Substance Use Disorder (SUD) to the Medicated Assisted Treatment (MAT) program, SUD counseling and Primary Care as needed.
- 5.6.2** Access needs of participant(s) identified and coordinate care with MAT/SUD or Primary Care Clinic.
- 5.6.3** Ensure confidentiality within State and Federal guidelines.
- 5.6.4** Share outcome data as appropriate and in accordance with Multi-Disciplinary Team laws with *HOST* partners for continued quality improvement. This would be supported by obtaining a signed waiver from the patient/individual in crisis.
- 5.6.5** Provide representation at quarterly MOU meetings.
- 5.6.6** Provide recommendations for members of the community identified as needing field intervention by *HOST*.

SECTION 6

6.1 EXAMPLES OF APPROPRIATE FIELD RESPONSE FOR THE HOMELESS OUTREACH SUPPORT TEAM:

- 6.1.1 Any situation which involves a person chronically accessing emergency services.
- 6.1.2 Repeated demonstration of unsafe behaviors affecting an individual's ability to care for their basic needs.
- 6.1.3 Regular and prolonged public intoxication impacting community and emergency services.
- 6.1.4 Persons experiencing chronic homelessness and lacking functional capacity due to mental, substance abuse, and/or health limitations.

6.2 EXAMPLES OF INAPPROPRIATE FIELD RESPONSES FOR THE HOMELESS OUTREACH SUPPORT TEAM:

- 6.2.1 Imminent medical emergency.
- 6.2.2 Need for immediate incarceration due to serious criminal activity.
- 6.2.3 The individual is homeless but presents with the ability to find food, shelter, and clothing and has repeatedly refused available services.

SECTION 7

7.1 TRAINING AND LICENSING CERTIFICATION

The signatories to this MOU will ensure that all agency personnel involved in carrying out the agreed-upon protocol will be properly trained to perform the duties detailed herein.

SECTION 8

8.1 QUARTERLY MEETING

The Sonora PD shall host a meeting for the parties of this MOU quarterly to discuss the following: timeliness and utilization data, quality improvement activities, conduct case review of difficult cases as referred, and review adherence to practices as described in this MOU. All agencies shall come prepared to discuss detailed cases or referrals.

SECTION 9

9.1 TERMS OF THE MOU

- 9.1.1** All signatory agencies shall use their best efforts to move forward in accordance with the guidelines outlined in this MOU. This MOU is not intended to create any legally binding obligations or causes of action for or against any party. This MOU is made for the benefit of the parties and is not intended to benefit any third party or be enforceable by any third party.
- 9.1.2** The parties shall comply with all applicable rules and regulations and any subsequent reporting requirements as directed by the State.
- 9.1.3** The parties shall act in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 5328, 10850 and 14100.2, Health and Safety sections 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal Regulations sections 2.1 et seq. The parties shall ensure that no list of persons receiving services under this MOU is published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements for confidentiality.
- 9.1.4** Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law.
- 9.1.5** Any and all notices, reports, or other communications to be given to County or Agency shall be given to the persons representing the respective parties at the following addresses:

AGENCY:

- City of Sonora Police Department (Sonora PD)
Chief of Police, 100 S Green St, Sonora, CA 95370
- City of Sonora Fire Department (Sonora FD)
Fire Chief, 201 S Shepherd St, Sonora, CA 95370
- Tuolumne County Behavioral Health (TCBH)
Director of Behavioral Health, 105 Hospital Rd, Sonora, CA 95370
- Tuolumne County Department of Social Services (DSS)
Social Services Director, 20075 Cedar Road N, Sonora, CA 95370
- Tuolumne County Sheriff's Office (SO)
28 N Lower Sunset Dr, Sonora, CA 95370
- Tuolumne County Homeless Services Coordinator
2 S Green St, Sonora, CA 95370

- Mathiesen Memorial Health Clinic (MMHC), 18232 Smoke Street
Jamestown, CA 95327
- Amador Tuolumne Community Action Agency (ATCAA)
427 CA-49 #302, Sonora, CA 95370

9.1.6 Participating agencies are aware that this MOU and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Agency to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

9.1.7 This MOU contains the entire agreement of the parties relating to the subject matter of this MOU and supersedes all prior agreements and representations with respect to the subject matter hereof. This MOU may only be modified by a written amendment hereto, executed by all parties. If there are exhibits attached hereto, and a conflict exists between the terms of this MOU and any exhibit, the terms of this MOU shall control.

9.1.8 This MOU may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

(Signatures on the following page)

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the _____ day of _____, 2023.

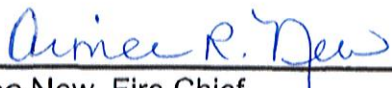
CITY OF SONORA:

Melissa Eads Digitally signed by Melissa Eads
Date: 2023.09.26 11:52:20 -07'00'

Melissa Eads, City Administrator

Turu VanderWiel Digitally signed by Turu VanderWiel
DN: cn = Turu VanderWiel email = tvanderwie@sonorapd.com, o = US
CA = Police Department
Date: 2023.09.26 09:22:08 -0800

Turu VanderWiel, Chief of Police

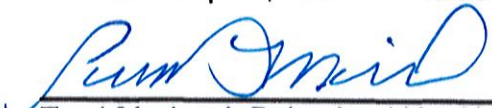

Aimee New, Fire Chief

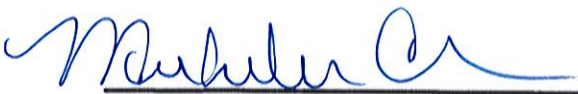
COUNTY OF TUOLUMNE

Tracie Riggs, County Administrator

Bill Pooley, Sheriff

Rebecca Espino, Health & Human Services Director

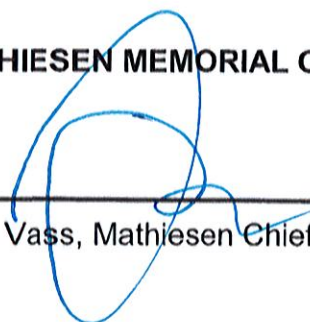

Tami Mariscal, Behavioral Health Director


Michelle Clark, Social Services Director

AMADOR TUOLUMNE COMMUNITY ACTION AGENCY


Joe Bors, Executive Director

MATHIESEN MEMORIAL CLINIC


John Vass, Mathiesen Chief Executive Officer



CITY COUNCIL AGENDA REPORT

MEETING DATE: December 18, 2023
TO: City Council Members
FROM: Turu VanderWiel, Chief of Police
SUBJECT: Citizen Recognition

RECOMMENDATION

Recognize Rebecca Bell for her support and contributions.

DISCUSSION

Rebecca Bell contributes a great deal of time and energy to the community and our department. Both professionally and personally, she has given her time, expertise, and energy to the Police Department and the community. She is a board member of Friends of Sonora Police Department. She takes on great responsibility in coordinating trash cleanup, presenting scholarships, and setting up booths at local events. Whether for her children's school or FOSPD, Rebecca never misses a fundraiser, bringing her family along and teaching her children community values. Professionally, she assisted the Sonora Police Department in helping establish our Narcan program, established herself as a SART nurse after recognizing a local need, and is a key member of our Homeless Outreach Support Team.

I want to recognize Rebecca's exceptional contributions and partnerships to our City. Rebecca's unwavering dedication to community welfare and exemplary leadership have significantly enriched the lives of our citizens. Her selfless contributions and positive impact on the City of Sonora are truly commendable.

FISCAL IMPACT

There is no fiscal impact on the General Fund.



CITY COUNCIL AGENDA REPORT

MEETING DATE: December 18, 2023

TO: Honorable Mayor and Members of the City Council

FROM: Tracy Skelly, Administrative Services Officer

SUBJECT: Disbursements in the amount of \$160,428.52 for payroll

RECOMMENDATION

Consider approval of disbursements in the amount of \$160,428.52 for payroll, including employee salaries, employer and employee taxes, retirement contributions, miscellaneous voluntary employee deductions, holiday pay, and other adjustments, including retro-pay.

DISCUSSION

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

This payroll is the 12th payroll of 26 for FY23-24, we would have expected to expend 46.15% of the budgeted amount. In total, we have expended 37.82% 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: December 18, 2023

TO: City Council Members

FROM: Chris Gorsky, Administrative Services Administrator

SUBJECT: Approve Resolution No.12-18-2023-B updating the job description for Fire Captain

RECOMMENDATION

Staff recommends the City Council adopt Resolution No. 12-18-2023-B updating the job description for Fire Captain.

DISCUSSION

The updated job description will provide a clearer understanding of the education, experience, licenses, and certification requirements for the Fire Captain position.

FISCAL IMPACT

No fiscal impact to the General Fund.

RESOLUTION No. 12-18-2023-B**A RESOLUTION OF THE SONORA CITY COUNCIL UPDATING THE JOB DESCRIPTION FOR FIRE CAPTAIN**

WHEREAS, the job description for the Fire Captain position at the City of Sonora has not been updated since 2017; and

WHEREAS, the Fire Captain position is a critical role with the Sonora Fire Department and requires a job description that accurately reflects the duties and responsibilities of the position; and

WHEREAS, the updated job description will provide a clearer understanding of the education, experience, licenses, and certification requirements for the Fire Captain position; and

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Sonora does hereby approve the updated Job Description for the following positions:

Fire Captain

PASSED, APPROVED, AND ADOPTED as a Resolution by the Sonora City Council at a meeting held by the City Council on the 18th day of December 2023, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Mark Plummer, Mayor

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



FEBRUARY 2017
DECEMBER 2023
FLSA: NON-EXEMPT

FIRE CAPTAIN

DEFINITION

Under general direction, plans, organizes, oversees, coordinates, and reviews the work of staff performing technical support related to programs and activities of the Fire Department, including fire suppression, rescue, emergency medical treatment, hazardous material response, and fire inspection and prevention services; takes command of fires and other all risk emergency incidents within the City; performs the full range of emergency response duties as a member of a response team; coordinates assigned activities with other City departments and outside agencies; provides complex and responsible support to the Fire Chief and others in areas of expertise; and performs related work as required

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Fire Chief. Exercises direct and general supervision over assigned regular and volunteer staff.

CLASS CHARACTERISTICS

This is a supervisory classification responsible for the operations and services of the City's Fire Department. Responsibilities include performing diverse, specialized, and complex work involving accountability and decision-making responsibility. The incumbent organizes and oversees day-to-day fire department activities and operations, including all risk emergency response, non-emergency maintenance, and administrative duties. Successful performance of the work requires skill in coordinating work with that of other City departments and public agencies. This class is distinguished from Fire Chief in that the latter has overall management responsibility for all fire safety programs, functions, and activities, and for developing, implementing, and interpreting public policy.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Administers, coordinates, manages, and personally performs work in support of a variety of departmental programs and activities such as fire administration, prevention, public education, inspection, rescue, emergency medical treatment, hazardous material response, fleet equipment maintenance, inventory, training, or other aspects of the fire prevention and suppression programs.
- Participates in the development and implementation of goals, objectives, policies, and priorities for assigned areas; recommends within departmental policy, appropriate service and staffing levels; recommends and administers policies and procedures.
- Participates in the development and administration of and oversees division budgets.
- Develops and standardizes procedures and methods to improve and continuously monitors the efficiency and effectiveness of assigned programs, service delivery methods, and procedures; assesses

and monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement and recommends to the Fire Chief.

- Participates in the selection of, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees on performance issues; implements disciplinary action up to and including written reprimand and recommends higher disciplinary procedures.
- Recommends and administers policies and procedures such as procedure guidelines, design standards, and standard plans and specifications while ensuring that operation and maintenance, financial, regulatory, and legal requirements are met.
- Establishes incident command system at all emergencies; directs firefighting operations, including commanding tactical and safety activities to ensure all response activities are conducted in a manner consistent with prescribed policies and procedures.
- Identifies fire training needs of company personnel; trains and instructs personnel in the use of a variety of fire fighting apparatus, equipment, tools, and devices; instructs personnel on location of fire hazards in public buildings and the methods of combating fires in such places; ensures conformance of training and instructional work with department policies and procedures.
- Ensures an accurate and efficient inventory of equipment and supplies, including purchasing needed equipment and submitting equipment requests accordingly.
- Provides mutual aid to other fire service and medical emergency agencies in accordance with departmental policy.
- Supervises and participates in all firefighter duties.
- Performs and assists in company and/or station inspections; inspects personnel, equipment, and company quarters; oversees the maintenance of the station and personal living areas.
- Serves as a liaison for the assigned division to other City departments, divisions, and outside agencies; attends meetings, as necessary; provides staff support to commissions, committees, and task forces, as necessary; negotiates and resolves significant and controversial issues.
- Provides highly complex staff assistance to the Fire Chief; develops and reviews staff reports related to assigned activities and services; may present information to the City Council and various commissions, committees, and boards; performs a variety of public relations and outreach work related to assigned activities.
- Stays abreast of new trends and innovations in the field of fire safety services and operations; researches emerging products and enhancements and their applicability to City needs.
- Monitors changes in regulations and technology that may affect operations; implements policy and procedural changes after approval.
- Receives, investigates, and responds to difficult and sensitive problems and complaints in a professional manner; identifies and reports findings and takes necessary corrective action.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and project management.
- Principles and practices of budget development and administration.
- Principles and practices of employee supervision, either directly or through subordinate levels of supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.
- Organization and management practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of the assigned functional area.
- Principles, practices, procedures, techniques, and equipment used in: fire, medical and hazardous materials emergency response, including containment and clean up; technical and confined response situations.

- Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Practices of researching operations and maintenance issues, evaluating alternatives, making sound recommendations, and preparing and presenting effective staff reports.
- General principles of risk management related to the functions of the assigned area.
- Recent and on-going developments, current literature, and sources of information related to public works operations and maintenance.
- Record keeping principles and procedures.
- Modern office practices, methods, and computer equipment and applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

Ability to:

- Recommend and implement goals, objectives, and practices for providing effective and efficient services.
- Administer complex and technical operations, maintenance, and related programs in an independent and cooperative manner.
- Plan, organize, assign, review, and evaluate the work of staff; train staff in work procedures.
- Evaluate and develop improvements in operations, procedures, policies, or methods.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Interpret, apply, explain, and ensure compliance with federal, state, and local policies, procedures, laws, and regulations.
- Conduct research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- Effectively represent the department and the City in meetings with governmental agencies, community groups, and various businesses, professional, and regulatory organizations and in meetings with individuals.
- Establish and maintain a variety of filing, record-keeping, and tracking systems.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Make sound, independent decisions within established policy and procedural guidelines.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.
- Act as the Fire Chief as designated.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to the completion of the 12th grade, supplemented by twenty (1520) semester units of college coursework from an accredited educational institution, ~~that can be credited toward a major in Fire Science~~ and five (5) years of paid municipal firefighting experience with an organized fire agency, including one

year as ~~a-qualified~~ qualified Fire Engineer. An associate degree in Fire Science or a related field is highly desirable.

Licenses and Certifications:

- Possession of a valid California Class C Driver's License with Firefighter endorsement and a responsible driving record. If applying from out of state, must possess a valid driver's license with a responsible driving record, and be able to obtain a California Class C Driver's License with a Firefighter endorsement within 6 months of appointment.
- Possession of a ~~Fire Officer certification from the California State Fire Marshal.~~ California State Fire Training Fire Officer Certification or California State Fire Training Company Officer Certification or Completion of California State Fire Training Educational requirements for Company Officer with initiation of task book completed by end of 18 - month probation. (See Section O of current SFFA MOU.)
- Possession of Hazardous Materials Incident Commander certificate.
- Possession of a First Responder Hazardous Material (FRO) certification.
- Possession of Driver Operator 1A and 1B certificates.
- Possess and maintain a valid CPR certification
- Possess and maintain a valid EMT-I certification, or possess and maintain a valid EMT-P issued by the State of California.
- Federal Emergency Management Association's National Incident Management System (NIMS) IS700 and National Response Framework (NFR) IS800, ICS 100 and 200 courses.
- Candidate Physical Ability Test (CPAT) issued within~~valid~~ 6 months from time of interview. (Not applicable for internal candidates)

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; mobility, physical strength, and stamina to respond to emergency situations and use all emergency apparatus and equipment; perform medium to heavy physical work, to work in confined spaces, around machines, and to climb and descend ladders; to operate a motor vehicle and to visit various City and meeting sites; vision to discern colors and assess emergency situations, including medical incidents, and to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone or radio. This is partially a sedentary, partially a field classification that requires operating in emergency situations and identifying and assessing problems or hazards. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator, operate standard office equipment, and to operate above-mentioned apparatus and equipment. Positions in this classification bend, stoop, kneel, reach, and climb to perform work and inspect work sites, and push and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials, objects, and individuals necessary to perform job functions.

ENVIRONMENTAL ELEMENTS

Employees partially work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. The work also involves work in the field with exposure to loud noise levels, extreme temperatures, inclement weather conditions, road hazards, substantial heights, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset staff and public and private representatives in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

Employees are required to work shifts, as scheduled by the department.

DRAFT



CITY COUNCIL AGENDA REPORT

MEETING DATE: December 18, 2023

TO: City Council Members

FROM: Douglas L. White, City Attorney

SUBJECT: Waive First Reading, Read by Title Only, and Introduce an Ordinance of the Sonora City Council Adding Chapter 1.25, Appeal of Administrative Decisions, to Title 1, General Provisions, of the Sonora Municipal Code to Establish a Procedure for the Appeal of Administrative Decisions That Otherwise Lack an Appeal Process

RECOMMENDATION:

Waive the first reading, read by title only, and introduce Ordinance No. 894, Adding Chapter 1.25, Appeal of Administrative Decisions, to Title 1, General Provisions, of the Sonora Municipal Code to establish a procedure for the appeal of administrative decisions that otherwise lack an appeal process.

BACKGROUND:

Recently, the City of Sonora ("City") received a request to reconsider an administrative decision that was made by City staff. Upon receiving that request, City staff discovered there was no formal general process to appeal administrative decisions in the Sonora Municipal Code ("SMC"). The request, which was from the 99 Cents Only Stores related to a determination for a license to sell alcoholic beverages from the California Department of Alcoholic Beverage Control ("ABC"), was brought before the City Council for a determination.¹ The determination was made by the City Council and that reconsideration request has been completed.

When the request for reconsideration was brought before the City Council, City staff also sought the City Council's direction with regard to addressing similar requests in the future. City staff recommended the preparation of an ordinance to amend the SMC, to establish an appeal procedure to avoid similar uncertainty in the future. Following the City Council's direction, the proposed ordinance establishes a process to appeal administrative decisions otherwise lacking an appeals process ("Ordinance").

¹ BPC § 23049 et seq.

DISCUSSION / ANALYSIS:

City officials make decisions that affect the rights of the people and businesses of the City frequently. Some of these decisions are highly specific processes for which the City Council has never had a reason to create an appeals process. However, 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, future reconsideration requests, such as the one from the 99 Cents Only Store, may be able to pursue immediate legal action to challenge the decision rather than seeking an administrative appeal.²

In order to mitigate the possibility of future lawsuits and create an easier and less costly procedure for the citizens of the City, the Ordinance creates an administrative appeals process. The Ordinance, which is attached, establishes both a formal process to seek an administrative appeal and a chain of review for the appeal of administrative decisions. First, to seek an administrative appeal, an appellant must submit a written notice of appeal to the City Clerk within ten (10) calendar days from the receipt of an administrative decision. That written notice must include specific information including, among other things, the appellant's name and other identifying information, any individuals who may represent the appellant, the administrative decision being appealed, and the reason for the appeal. The appeal request would also be subject to a filing fee that can be adopted by the City Council by resolution. The chain of review for an appeal under the Ordinance provides that a decision by City staff is appealable to a City department head, and administrative decisions made by City department heads, the City Manager, and City committees, boards, and commissions are all appealable to the City Council.

The appeal procedure established by the Ordinance does not apply to administrative decisions for which there are specific appeal procedures already established under the SMC or any other provision of law. For example, SMC section 17.62.100 establishes an appeal procedure for a conditional use permit and variance. The appeal procedure for those determinations under SMC section 17.62.100 would still be controlling, rather than the appeal procedure established by the Ordinance. Finally, the Ordinance also provides that decisions made by the City Council are not subject to the appeal procedure in the Ordinance unless otherwise provided by the SMC, state law, or judicial proceedings.

FISCAL IMPACT:

The costs associated with preparing and implementing an administrative appeals process are likely to be offset through the possibility of avoiding costs associated with potential lawsuits from appellants in the future.

ENVIRONMENTAL:

The Ordinance is not a "project" under the California Environmental Quality Act since it does not have the potential to cause a direct or reasonably foreseeable indirect physical change in the environment. (Pub. Res. Code, § 21065)

² See, e.g., *Branciforte Heights, LLC v. City of Santa Cruz* (2006) 138 Cal.App.4th 914.

OPTIONS:

1. Motion to waive first reading, read by title only, and introduce the Ordinance;
2. Continue introduction of the Ordinance to a later City Council meeting, with direction to staff with changes; or
3. Reject the Ordinance.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SONORA, ADDING
CHAPTER 1.25, APPEAL OF ADMINISTRATIVE DECISIONS, TO TITLE 1,
GENERAL PROVISIONS, OF THE SONORA MUNICIPAL CODE TO ESTABLISH A
PROCEDURE FOR THE APPEAL OF ADMINISTRATIVE DECISIONS THAT
OTHERWISE LACK AN APPEAL PROCESS**

WHEREAS, the City of Sonora City Council ("City Council") recognizes that the Sonora Municipal Code ("SMC") does not contain a general provision for appeal of administrative decisions made by City of Sonora ("City") officials; and

WHEREAS, the City Council recognizes that this lack of administrative appeals procedure creates uncertainty with regard to the process of reviewing administrative decisions made by City staff that are not otherwise subject to an appeals procedure; and

WHEREAS, the lack of an administrative appeals procedure has the potential to be both cumbersome and costly to the people of the City; and

WHEREAS, for the health, safety, and welfare of City residents, the City may adopt regulations by ordinance to address concerns such as the lack of clarity in appealing administrative decisions; and

WHEREAS, to address the above concerns, the City seeks to implement a general appeals process for administrative decisions by City officials that lack a designated appeals process in the code.

**NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF SONORA DOES ORDAIN
AS FOLLOWS:**

SECTION 1. Chapter 1.25, Appeal of Administrative Decisions, is added to Title 1, General Provisions, of the Sonora Municipal Code to read as follows:

1.25 APPEAL OF ADMINISTRATIVE DECISIONS

Sections:

1.25.010 Purpose.

1.25.020 Construction with Other Code Provisions and State Law.

1.25.030 Decisions Made by City Council.

1.25.040 Definitions.

1.25.050 Right to Appeal.

1.25.060 Time Within Which to File an Appeal.

1.25.070 Order of Reviewing Authorities.

1.25.080 Contents of the Notice for Appeal.

1.25.090 Filing Fee.

1.25.100 Notice of Review Hearing.

1.25.110 Review Hearing – Department Head, City Manager.
1.25.120 Review Hearing – City Council.

1.25.010 Purpose.

The purpose of this Chapter is to set forth uniform and fair procedures for appealing the approval, denial, suspension, or revocation of a license, permit, or entitlement of any nature, the determination or issuance of which is under any provisions of this Code, or appealing any administrative decision by any city official, if the approval, denial, suspension, or revocation of such license, permit, or entitlement or the determination of such administrative decision involves the exercise of administrative discretion or personal judgment exercised under any of provisions of this Code. The procedures set forth under this Chapter shall not apply to decisions made by the City Council.

1.25.020 Construction with Other Code Provisions and State Law.

The procedures established by this Chapter shall not apply to administrative decisions for which there are specific appeal procedures already established in any other chapter of the Code or any other provision of law that are applicable to the subject matter of an appeal and that are inconsistent with this Chapter. If such procedures exist and are applicable, then those specific procedures shall prevail and be applied for any appeal relating to that administrative decision. In all other instances, the appeals procedure of this Chapter shall apply.

1.25.030 Decisions Made by City Council.

The procedures set forth under this Chapter shall not apply to decisions made by City Council. Decisions made by the City Council shall not be subject to appeal, except as otherwise provided in this Code, state law, or by judicial proceedings in accordance with applicable law.

1.25.040 Definitions.

For the purpose of this Chapter, and except where otherwise expressly defined in another section of this Chapter, the following words and phrases shall have the meanings provided in this Section. Where words and phrases are not expressly defined under this Chapter, they shall be construed as their ordinary meaning within the context in which they are used:

A. “Affected person” means those persons directly affected by the approval, denial, suspension, or revocation of a license, permit, or entitlement of any nature, the determination or issuance of which is under any provisions of this Code, or by any administrative decision by any city official, if the approval, denial, suspension, or revocation of such license, permit, or entitlement or the determination of such administrative decision involves the exercise of administrative discretion or personal judgment exercised under any provision of this Code.

B. “Appellant” means the affected person appealing an administrative decision.

C. “Review Hearing” means the hearing where the appellant presents testimony, evidence, or witness to the review authority.

D. “Reviewing Authority” means the City official or body who shall consider and make a determination of an appellant’s appeal.

1.25.050 Right to Appeal.

A. Only affected persons as defined under Section 1.25.040 shall have the right to appeal an administrative decision.

B. If an Appeals Board is empowered to consider interpretation and enforcement questions of the subject matter which is the basis of an administrative decision, no affected person may appeal such an administrative decision pursuant to the provisions of this Chapter, until the Appeals Board has considered and made a determination regarding the administrative decision.

C. No right to appeal shall exist from any administrative decision made by a City official under the provisions of this Code when such decision is ministerial in nature and thus does not involve the exercise of administrative discretion or personal judgment exercised under any of the provisions of this code, whether the administrative decision involves the approval, denial, suspension, or revocation of a license, permit, entitlement, or another administrative decision.

1.25.060 Time Within Which to File an Appeal.

An affected person desiring to appeal an administrative decision shall file a written notice of appeal with the City Clerk within ten (10) calendar days from receipt of written notice of the administrative decision to be appealed. In the event the last day of the filing period falls on a non-business day, the appeal period shall be extended to the next business day. Any decision becomes final for all purposes once the time for filing a notice of appeal has expired.

1.25.070 Order of Reviewing Authorities.

An affected person desiring to appeal an administrative decision must make such an appeal according to the following order:

A. From a decision of City staff to the head of the staff member’s department.

B. From a decision of a department head to the City Council.

C. From a decision of the City Manager to the City Council.

D. From a decision of any City committee, board, or commission to the City Council.

1.25.080 Contents of the Notice for Appeal.

The notice for appeal shall contain all of the following:

- A. Appellant's name, mailing address, primary phone number, and e-mail address;
- B. The name, mailing address, primary phone number, and e-mail address of the person who shall be representing the appellant in the appeal hearing, if any;
- C. The Reviewing Authority to whom the appellant is appealing the administrative authority;
- D. The name of the City official, committee, or commission who rendered the administrative decision being appealed by the appellant;
- E. The date the administrative decision was rendered;
- F. The name of the application or project approved, denied, suspended, revoked, or otherwise affected by the administrative decision;
- G. The name of the City staff member(s), if any, with whom the appellant has discussed the matter of the administrative decision with;
- H. State whether the administrative decision has been the subject matter of a previous appeal, and if so, when the appeal(s) occurred. If the matter has been previously appealed and the appellant is now appealing to the next level authority, as provided in Section 1.25.070, the appellant may attach to the new appeal form a copy of the previously submitted notice of appeal(s) and state in the new notice of appeal why the lower authority's decision was incorrect and why the higher authority should hear the new appeal;
- I. State the reason for the appeal. Appellant shall explain what action(s) are being appealed and why the appeal should be considered. Appellant shall also include evidence that supports his or her appeal; and
- J. Appellant's signature and the date of filing the notice of appeal.

1.25.090 Filing Fee.

Each notice for appeal shall be accompanied by a processing fee in an amount determined by resolution of the City Council which shall reasonably cover the costs of processing the notice.

1.25.100 Notice of Review Hearing.

- A. Upon receipt of the filing of the notice of appeal in its proper form pursuant to Section 01.25.080, the City Clerk shall notify the appellant of the date, time, and place of the Review Hearing at least ten (10) calendar days prior to the hearing.
- B. If the Reviewing Authority is to be a department head, then the Review Hearing shall occur no later than thirty (30) days after the date upon which the appellant filed the notice of appeal with the City Clerk in its proper form; provided, that the time period may be extended by the mutual consent of the City and the appellant.
- C. The service of notice shall be by any of the methods provided under this Section.
- D. If any City representative submits a written report regarding the appealed administrative decision to the Reviewing Authority, then a copy of the report shall be served to the appellant at least five (5) calendar days prior to the Review Hearing.

1.25.110 Review Hearing – Department Head

- A. Review Hearings held by a Reviewing Authority who is a department head shall be informal in nature. The Reviewing Authority may conduct the hearing informally, both as to rules of evidence and admission of evidence.
- B. The Review Hearing shall be recorded either by audio or by video and the recording equipment shall be operated by a person who is neither the Reviewing Authority nor the appellant. The City shall provide the appellant with a copy of the recording within ten (10) days after the conclusion of the Review Hearing.
- C. The appellant shall have the right to testify and introduce evidence.
- D. The Reviewing Authority shall have the right to ask questions.
- E. Within ten (10) calendar days after the conclusion of the Review Hearing, the Reviewing Authority shall issue a written decision which shall make one of the following conclusions:
 - 1. Reverse the original administrative decision; or
 - 2. Modify the original administrative decision; or
 - 3. Sustain the original administrative decision.
- F. The Reviewing Authority's written decision shall provide the reasoning and the facts which provide the basis for his or her conclusion regarding the appealed administrative decision.

G. The order shall become final on the date of service of the order and shall be served to the appellant and to the City official whose administrative decision was appealed upon by the appellant within ten (10) days of the order's issuance.

H. Should the appellant object to the Reviewing Authority's written decision, the appellant may appeal the decision to the next appropriate Reviewing Authority as provided under Section 01.25.070. Such an appeal shall be made pursuant to Sections 01.25.060 to 01.25.080.

1.25.120 Review Hearing – City Council.

A. An appellant may be represented by an attorney or by another competent representative during the Review Hearing.

B. The City official or body who rendered the original administrative decision may be represented by a City attorney or other competent representative.

C. The Review Hearing shall be informal in nature and the City Council may conduct the hearing informally, both as to rules of procedure and admission of evidence, in any manner which shall provide a fair and impartial hearing.

D. Any written report submitted by a City official pursuant to Subsection D of 01.25.100 may be considered by the City Council in making its decision.

E. The appellant shall have the right to testify, call, examine, and cross-examine witnesses, and present evidence in support of his or her case.

F. The City official or body who rendered the original administrative decision, or any prior Reviewing Authority who reviewed the same subject matter currently before the City Council, shall not advise any members of the City Council on the subject matter prior to the conclusion of the Review Hearing. However, such City officials, bodies, or Reviewing Authorities may testify during the Review Hearing.

G. The City Council shall have the right to ask questions.

H. The City Council may continue the Review Hearing to the next regularly scheduled meeting of the City Council.

I. At the conclusion of the Review Hearing, the City Council shall cause a vote to resolve the appeal. The administrative decision upon which the appeal is based may be reversed or modified only by an affirmative vote of a majority of the authorized membership of the City Council. A vote of less than a majority of the City Council shall result in upholding the original administrative decision.

J. A Review Hearing where the City Council is the Reviewing Authority shall be subject to the Ralph M. Brown Act and other applicable laws.

SECTION 2. SEVERABILITY. If any section, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 3. PUBLICATION AND EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days from and after its final passage and adoption, provided it is published in a newspaper of general circulation at least within fifteen (15) days after its passage or a summary of the Ordinance is published in a newspaper of general circulation at least five (5) days prior to adoption and again at least within fifteen (15) days after its passage.

This Ordinance was introduced at a regular meeting of the City Council of the City of Sonora, held on the 18th day of December 2023, and given its first reading at said meeting. Said Ordinance was given a second reading at a regular meeting of the City Council held on ____ day of ____, 2023, and after such reading, Councilmember ____, who moved its adoption, seconded by Councilmember ____, said Ordinance was thereupon adopted by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

APPROVED:

Mark Plummer
Mayor of the City of Sonora

ATTEST:

Tracy Skelly
City Clerk



CITY COUNCIL AGENDA REPORT

MEETING DATE: December 18, 2023

TO: City Council Members

FROM: Rachelle Kellogg, Community Development Director

SUBJECT: Successor Housing Agency Annual Report 2023

RECOMMENDATION

Receive the City of Sonora Housing Successor Annual Report for 2023

DISCUSSION

On February 1, 2012 all redevelopment agencies were dissolved within the State of California. Upon the dissolution of the former Redevelopment Agency for the City of Sonora the City elected to assume the responsibilities of the Housing Successor. Senate Bill 341, signed into law on October 13, 2013, created new annual housing reporting requirements for Housing Successors. The Housing Successor Annual Report must be presented to the City Council, filed with the State Department of Housing & Community Development and posted to the City's website. Health & Safety Code Section 34176.1 specifies the housing financial and activity information to be included within this report.

At the time of dissolution, all of the Redevelopment Agency's low-income housing funds were remanded to the State. Housing Successors were allowed to retain the Low-Income Housing Fund's assets including loan repayments. As reflected in the attached report, over the past 11 years the fund has grown and has a current balance of \$796,515.13. The use of these funds are restricted to increasing low-income housing within the City of Sonora as specified within the California Health & Safety Code and for staff monitoring/administration. The City was able to utilize a portion of these funds to purchase the property at 290 S. Stewart Street for the Stewart Street Shelter Project and if the City does not move forward with project it will be sold and the sale proceeds deposited back into Fund 502. The City will also use a portion of these funds, if needed, to complete the State mandated Housing Element Update.

FISCAL IMPACT

None

ATTACHMENT

- 1) City of Sonora's Housing Successor Annual Report

**CITY OF SONORA
HOUSING SUCCESSOR ANNUAL REPORT
FOR THE
LOW AND MODERATE INCOME HOUSING ASSET FUND
FISCAL YEAR 2023**

This Housing Successor Annual Report (Report) regarding the Low and Moderate Income Housing Asset Fund (LMIHAF) has been prepared pursuant to California Health and Safety Code Section 34176.1(f). This Report sets forth certain details of the City of Sonora (Housing Successor) activities during Fiscal Year 2020/21 (Fiscal Year). The purpose of this Report is to provide the governing body of the Housing Successor an annual report on the housing assets and activities of the Housing Successor under Part 1.85, Division 24 of the California Health and Safety Code, in particular sections 34176 and 34176.1 (Dissolution Law).

Beginning Balance: **\$ 711,651.88**

Amount Deposited into LMIHAF: **\$ 93,541.24**

Expenditures from LMIHAF:

1) Monitoring & Administration Expenditures **\$ 3,746.26**

2) Housing Property Maintenance **\$ 4,931.73**

Total \$ 8,677.99

Ending Balance of LMIHAF: **\$ 796,515.13**

Statutory Value of Assets Owned by Housing Successor: **\$1,693,690.83**

Transfers to any other housing successor agency: **None**

Housing projects receiving tax revenue pursuant to the ROPS : **None**

Status of Compliance with Section 33334.16 :
(Real Property acquired for development)

The City of Sonora, as the Successor Housing Agency, purchased the existing residence at 290 S. Stewart Street in Fiscal Year 2020/21 to be renovated for a homeless shelter. If the City chooses not to move forward with the project, the property will be sold and proceeds from the sale will be placed back in to Fund 502.

Description of Outstanding Obligations under Section 33413: **None**
**(Replacement of units destroyed or removed by Redevelopment Agency/
Outstanding Inclusionary/Production Housing Obligations)**

Description of expenditures for housing development(s) None
by income restriction, for five-year period, with the time period
beginning January 1, 2014.

The percentage of units of deed-restricted rental housing restricted None
to seniors and assisted individually or jointly by the Housing
Successor, Sonora Redevelopment Agency, and City of Sonora, for
the period of January 1, 2004 to January 1, 2014, in relation to the aggregate
number of units of deed-restricted rental housing assisted individually or jointly
by the Housing Successor, Sonora Redevelopment Agency and City of Sonora
within the same time period.

Excess Surplus: **The LMIHAF does not have Excess Surplus**

Excess Surplus is defined in Section 34176.1(d) as an unencumbered amount in the account that exceeds the greater of one million dollars (\$1,000,000) or the aggregate amount deposited into the account during the Housing Successor's preceding four Fiscal Years, whichever is greater.

The following provides the Excess Surplus test for the preceding four Fiscal Years:

	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Beginning Balance	75,098.21	39,804.96	18,371.00	27,900.85	96,462.11	132,161.25	204,445.26	176,730.41	384,002.60
Add: Deposits	12,842.44	13,208.16	18,520.81	74,247.90	48,372.25	91,685.63	20,986.46	274,325.09	252,591.23
(Less) Expenditures	48,135.69	34,642.12	8,990.96	5,686.64	12,673.11	19,401.62	48,701.31	67,052.90	151,081.58
Ending Balance	39,804.96	18,371.00	27,900.85	96,462.11	132,161.25	204,445.26	176,730.41	384,002.60	485,512.25

	FY 2022	FY 2023
Beginning Balance	485,512.25	711,651.88
Add: Deposits	234,303.96	93,541.24
(Less) Expenditures	8,164.33	8,677.99
Ending Balance	711,651.88	796,515.13

Provide an inventory of homeownership units assisted by the None
Sonora Redevelopment Agency subject to covenants & restrictions
pursuant to subdivision (f) of Section HSC Section 33334.3.



CITY COUNCIL AGENDA REPORT

MEETING DATE: December 18, 2023

TO: City Council Members

FROM: Rachelle Kellogg, Community Development Director

SUBJECT: On-Call Professional Engineering Services

RECOMMENDATION

Consideration to approve Resolution No. 12-18-2023-A, awarding the On-Call Professional Engineering Services Agreement to Dewberry Engineering, Inc. and authorizing the City Administrator to execute the agreement and all related contract documents.

DISCUSSION

The City released the Request for Qualifications (RFQ) for On-Call Professional Engineering Services on August 18, 2023 with proposals due on Friday, September 22, 2023. The services to be provided under the RFQ include serving in the capacity of the City Engineer as well as providing plan development and design, construction oversight and management, inspections, engineered plan review, map review, capital improvement plan development, grant preparation, and grant implementation services.

The procurement process was done following the Caltrans' A&E Procurement Process and following federal procurement requirements. Which also required staff to obtain final approval from FHWA before the City Council awarded the contract. This was a complicated and time consuming process but by doing so the City can now use State and Federal Transportation funding for Dewberry's services on numerous projects. However there are two contract restrictions that the City must comply with, its life cannot exceed 5 years and the amount of the contract cannot be increased during the term of the agreement.

The City received proposals from Willdan Engineering, Inc and Dewberry Engineering, Inc. Federal procurement is required to be qualification based not fee based. Proposals were reviewed and scored by a review committee based on the set evaluation criteria included within the RFQ. This included, the consultant's understanding of the project scope of work, similar work experience, quality of assigned staff, capability of developing innovative or advanced techniques, and familiarity with state and federal procedures, financial responsibility, and their demonstrated technical ability. Interviews were also held with each firm.

Following the review and interviews, the committee scored Dewberry Engineering, Inc. as the highest ranking firm. They were found to be the most qualified to perform the services required and they demonstrated a full understanding of the uniqueness of the services being requested. They also demonstrated their knowledge of all federal/state requirements related to transportation funding. Staff conducted reference checks and Dewberry was highly recommended by the individuals/jurisdictions contacted.

Once ranked highest, Dewberry's cost proposal was requested to initiate negotiations of fees and staffing, this has now been completed. Services will be requested by task orders with costs and funding sources identified for each task. The first task order will be to provide City Engineer related services along with various project related engineering services. Aaron Brusatori will serve in the capacity of City Engineer. The funding for this task order is included within the Fiscal Year 2023-2024 Budget.

The On-Call Professional Engineering Services Agreement will have an initial term of three (3) years and provide for two one-year options to extend the contract, as stated above the contract term shall not exceed five (5) years. The maximum aggregate value of all tasks under the agreement shall not exceed \$10,200,000 which is a large amount but as stated above this amount cannot be increased during the life of the contract and staff anticipates that several state and federal funded projects will be occurring during the 5-year contract. This amount will also include costs for any subconsultants working for Dewberry on City projects.

FISCAL IMPACT

The contract amount for the initial task order is included within the project budget for Fiscal Year 2023-2024

ATTACHMENTS

- 1) Resolution No. 12-18-2023-A

Resolution No. 12-18-2023-A

A RESOLUTION OF THE CITY COUNCIL AWARDING THE ON-CALL PROFESSIONAL ENGINEERING SERVICES AGREEMENT TO DEWBERRY ENGINEERING, INC. AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT AND ALL RELATED CONTRACT DOCUMENTS

WHEREAS, the City has issued a Request for Qualifications (RFQ) for On-Call Professional Engineering services and received two proposals from Dewberry Engineering, Inc. and Willdan Engineering, Inc.; and

WHEREAS, the proposals have been evaluated by the Consultant Review Committee who has determined that the highest ranked firm qualified to perform the services required is Dewberry Engineering, Inc.; and

WHEREAS, the City has also reviewed the consultant's cost proposal and has completed negotiations; and

WHEREAS, the City has complied with all of the A&E procurement requirements included within Chapter 10 of the Caltrans' Local Assistance Procedural Manual and obtained FHWA approval;

NOW, THEREFORE, BE IT RESOLVED THAT THE SONORA CITY COUNCIL HEREBY awards the On-Call Professional Engineering Services Agreement to Dewberry Engineering, Inc. and authorizes the City Administrator to execute the agreement and all related contract documents.

PASSED, APPROVED AND ADOPTED as a Resolution by the Sonora City Council at a meeting held by the City Council on the 18th day of December 2023, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

Dated: December 18, 2023

Mark Plummer, Mayor

ATTEST: _____
Tracy Skelly, Deputy City Clerk

CONSULTANT SERVICES AGREEMENT

On-Call Professional Engineering Services

This Consultant Services Agreement (“Agreement”) is made and entered into on this ____ day of _____, 2023 (the “Effective Date”), by and between the **CITY OF SONORA**, a California municipal corporation (the “City”), and _____ (“Consultant”). The City and Consultant may individually be referred to herein as a “Party” or collectively as the “Parties.” There are no other parties to this Agreement.

RECITALS

A. City has determined that engineering services are required for On-Call Professional Engineering Services (the “Project”).

B. Consultant has submitted a proposal to City that includes a scope of proposed professional engineering services for the Project, attached hereto and described more fully in **Exhibit A** (“Services”).

C. Consultant represents that it is qualified, willing, and able to provide the Services to City, and that it will perform the Services related to the Project according to the cost proposal that is also attached hereto and described more fully in **Exhibit B** (the “Cost Proposal”).

D. City desires to engage the services of Consultant for the Project.

E. Task orders issued under this Agreement may be funded in whole or in part with Federal Highway Administration (“FHWA”) funds received by City pursuant to an agreement with the California Department of Transportation (“Caltrans”). Consultant shall comply with the federal funding requirements applicable to this Agreement, as further set forth herein and included within the attached **Exhibit C**, and Caltrans requirements as set forth within this Agreement and the attached **Exhibit D**.

NOW, THEREFORE, in consideration of the promises and covenants set forth below, the Parties agree as follows:

AGREEMENT

1. Project Coordination.

A. City. The City Administrator shall be the representative of City for all purposes under this Agreement. The City Administrator, or his or her designee, is hereby designated the “Contract Administrator” for City and shall supervise all aspects of the progress and execution of this Agreement.

B. Consultant. Consultant shall assign a single “Project Manager” to have overall responsibility for the progress and execution of this Agreement for Consultant. _____ is hereby designated the Project Manager for Consultant. The Project Manager shall submit progress reports on each specific project in

accordance with the assigned task order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for the City's Contract Administrator or Project Coordinator to determine, if Consultant is performing to expectations, or is on schedule to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed. The Project Manager shall meet with the Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s) or any issues/concerns.

C. Performance by Key Employee. Consultant represents to City that the Project Manager will be the person primarily responsible for the performance of the Services and all communications related to the Services. City enters into this Agreement in reliance on that representation by Consultant. There shall be no change in the Project Manager or members of the project team, as listed in the approved Services and Cost Proposal, without the prior written approval of the City Administrator. The Consultant must justify the need for the substitution. The proposed substituted person or subconsultant must be as qualified as the original, in the discretion of the City Administrator, and at the same or lower cost.

2. Term. The term of this Agreement shall be three years commencing on the Effective Date unless terminated earlier as set forth herein. This Agreement may be mutually extended in writing after the initial three (3) year term, on a year-by-year basis, for up to two (2) additional one (1) year terms at the sole discretion of the City Administrator or his or her designee.

3. Time of Performance. Consultant warrants that it will commence performance of the Services upon receiving a written notice to proceed from the Contract Administrator ("Notice to Proceed"), and shall be fully completed on or before _____, unless extended by Agreement amendment. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

4. Consultant Services.

A. Services. Consultant agrees to perform the Services for City in connection with the Project, as specified in **Exhibit A**. In accordance with Section 29, Independent Contractor, Consultant shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. Consultant shall not use the City premises, property (including equipment, instruments, or supplies), or personnel for any purpose other than as required for the performance of its obligations under this Agreement. Consultant shall not receive additional compensation for the performance of any services, unless they are included in **Exhibit B**. If there is any conflict between the approved Services and the provisions of this Agreement, this Agreement shall control. No subcontract shall be compensated by City, other than any subcontracts and consultants referenced in **Exhibit A and B**, without prior written approval from City.

B. Modification of Services. Only a written authorization by the City Administrator, or his or her designee, may authorize extra or changed work. Failure of Consultant to secure a written authorization for extra or changed work shall constitute a waiver of any and all

rights to adjustment in the Agreement price or Agreement time due to such unauthorized work. Consultant shall not be entitled to any compensation for the performance of such work. Consultant further waives any and all right or remedy by way of restitution or quantum meruit for any and all extra work performed without such express and prior written authorization of the Contract Administrator or designee.

C. Approval of Services. The Contract Administrator shall have the right to reject, or require modification of, any and all materials and supplies furnished by Consultant that do not comply with the scope of work described within this Agreement, above. Consultant shall only receive direction and approval for Services from the Contract Administrator.

5. Duties of City. In order to permit Consultant to render the Services required hereunder, City shall, at its expense and in a timely manner:

A. Provide such information as Consultant may reasonably require to undertake or perform the Services;

B. Oversee the progress of the Project, attend meetings and site visits, and advise on the direction of the Project;

C. Promptly review any and all documents and materials submitted to City by Consultant in order to avoid unreasonable delays in Consultant's performance of the Services; and

D. Promptly notify Consultant of any fault or defect in the performance of Consultant's services hereunder.

E. Monitor Consultant's performance for quality and compliance with applicable standards and specifications.

6. Termination.

A. City reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to Consultant with the reasons for termination stated in the notice.

B. City may terminate this Agreement with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, City may proceed with the work in any manner deemed proper by City. If City terminates this Agreement with Consultant, City shall pay Consultant the sum due to Consultant under this Agreement prior to termination, unless the cost of completion to City exceeds the funds remaining in the Agreement. In which case, the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.

C. The maximum amount for which the City shall be liable if this Agreement is terminated is _____.

D. Upon termination, any and all of City's documents or materials provided to Consultant and any and all of Consultant's documents and materials prepared for or relating to the

performance of its duties under this Agreement shall be delivered to City as soon as possible, but not later than thirty (30) days after termination.

E. The City may temporarily suspend this Agreement, at no additional cost to the City, provided that Consultant is given written notice, as described under Section 37(N), of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Agreement. A temporary suspension may be issued concurrent with the notice of termination.

7. Allowable Costs and Payments.

A. The method of payment for this Agreement will be based on actual cost plus a fixed fee. City will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead, and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant's Cost Proposal, unless additional reimbursement is provided for by Agreement amendment. In no event, will Consultant be reimbursed for overhead costs at a rate that exceeds City's approved overhead rate set forth in the Cost Proposal. In the event, that City determines that a change to the work from that specified in the Cost Proposal and Agreement is required, the Agreement time or actual costs reimbursable by City shall be adjusted by Agreement amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by Agreement amendment.

B. The indirect cost rate established for this Agreement is extended through the duration of this specific Agreement. Consultant's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or Agreement award.

C. In addition to the allowable incurred costs, City will pay Consultant a fixed fee of \$_____. The fixed fee is nonadjustable for the term of the Agreement, except in the event of a significant change in the scope of work and such adjustment is made by Agreement amendment.

D. Reimbursement for transportation and subsistence costs of Consultants and subconsultants shall not exceed rates authorized to be paid rank and file State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by Consultant or subconsultant are in excess of DPA rates, the Consultant or subconsultant is responsible for the cost difference and any overpayments inadvertently by the City shall be reimbursed to City, or the State, on demand within thirty (30) days of such invoice.

E. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee will be included

in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, City shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Section 6, Termination.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement. The granting of any progress payment by City, or the receipt thereof by Consultant, or any inspection, review, approval or oral statement by any representative of City or other party, shall not, in any way, waive, limit, or replace any certification or approval procedures normally required or lessen the liability of Consultant to re-perform or replace unsatisfactory Service, including but not limited to cases where the unsatisfactory character of such Service may not have been apparent or detected at the time of such payment, inspection, review or approval.

H. The City shall retain five percent (5%) of the value of the Services and materials used for each invoice submitted as security for the fulfillment of a Task Order under the Agreement by the Consultant. City shall pay the Consultant the balance not retained after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the Agreement. The retention will be included in the final payment to the Consultant for the Task Order.

I. Invoices shall be submitted to the City no later than forty-five (45) calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement project title. Final invoice must contain the final cost and all credits due to City, including any equipment purchased under the provisions of Section 15, Equipment Purchase, of this Agreement. The final invoice should be submitted within sixty (60) calendar days after completion of Consultant's work. Invoices shall be mailed to the Contract Administrator at the following address:

City of Sonora
94 N. Washington Street
Sonora, CA 95370
Attention: Administration

Prompt Payment from City to Consultant

The City shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from Consultant on a professional service contract. If the City fails to pay promptly, the City shall pay interest to the Consultant, which accrues at the rate of 10 percent per annum on the principal amount of the a money judgment remaining unsatisfied and

pro-rated as necessary. Upon receipt of the payment request, the City shall act in accordance with both of the following:

- 1) The city shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
- 2) The City must return any payment request deemed improper by the City to the Consultant as soon as feasible, but no later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

Prompt Payment Certification

For projects awarded on or after September 1, 2023, the Consultant must submit Exhibit 9-P to the City by the 15th of the month following the month of any payment(s). If the Consultant does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Exhibit 9-P.

The City must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. the City must email a copy of the Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the Consultant.

J. The total amount payable by City, for all cost associated with this Agreement, including but not limited to the fixed fee, transportation, and subsistence, shall not exceed \$10,200,000.

K. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by the Contract Administrator. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

8. Cost Principles and Administrative Requirements.

A. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 *et seq.*, shall be used to determine the cost allowability of individual items.

B. Consultant and subconsultants also agrees to comply with federal procedures in accordance with 2 CFG Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 49 CFR, Part 18, 2 CFR Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 *et seq.*, are subject to repayment by Consultant to City.

D. Consultant and subconsultants shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by City.

9. Ownership of Documents and Data.

A. The written documents, data, and materials prepared by Consultant, in connection with the performance of its duties under this Agreement, shall be the sole property of City. Upon completion of all work under this Agreement, ownership and title to all reports, documents, data, plans, specifications, estimates, and materials produced as part of this Agreement will automatically be vested in City; no further agreement will be necessary to transfer ownership to City. Consultant shall furnish City all necessary copies of documents, data, and materials needed to complete the review and approval process.

B. City shall not be limited in any way in its use or reuse of the documents, data, and materials or any part of them at any time for purposes of the Project covered under this Agreement, or another project. Notwithstanding the foregoing, Consultant shall not be liable for claims, liabilities, or losses arising out of or connected with the modification or misuse by City of the machine-readable information and data provided by Consultant under this Agreement. Further, Consultant is not liable for claims, liabilities, or losses arising out of or connected with any use by City of the Project documentation on other projects. Consultant shall be responsible and liable for its documents, data, and materials pursuant to the terms of this Agreement, only with respect to the condition of the documents, data, and materials at the time they are provided to the City upon completion, suspension, abandonment, or termination. Consultant shall not be responsible or liable for any revisions to the documents, data, and materials made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

C. FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use and to authorize others to use the work, for federally funded projects, for government purposes.

10. Retention of Records and Audits.

For the purpose of determining compliance with Public Contract Code 10115 *et seq.* and Title 21, California Code of Regulations, Chapter 21, Section 2500 *et seq.*, when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7, Consultant, subconsultants, and City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All Parties, including the Consultant's independent CPA, shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. The State,

State Auditor, City, FHWA, or any duly authorized representative of the Federal Government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) having shall have access to any books, records, and documents of Consultant, subconsultants, and its certified public accountants (“CPA”) work papers that are pertinent to the Agreement and indirect cost rates (“ICR”) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

11. Audit Review Procedures.

A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement between the Parties, shall be reviewed by City’s Administrative Services Director.

B. Not later than thirty (30) days after issuance of the final audit report, Consultant may request a review by the Administrative Services Director of unresolved audit issues. The request for review must be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.

D. Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal, ICR, and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant’s responsibility to ensure federal, state, or local government officials are allowed full access to the CPA’s work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by Consultant and approved by the Project Director to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by City at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

E. Consultant’s Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by the City Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the Consultant's independent CPA, IOAI will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, City will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI. Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
- b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
- c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

3. If the Consultant fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

4. Consultant may submit to City final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of City; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO CITY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between City and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

12. Representations of Consultant. City relies upon the following representations by Consultant in entering into this Agreement:

A. Qualifications. Consultant represents that it is qualified to perform the Services and that it possesses the necessary licenses, permits, and registrations required to perform the Services or will obtain such licenses or permits prior to the time such licenses or permits are

required. Consultant represents and warrants to City that Consultant shall, at Consultant's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and registrations that are legally required for Consultant to practice Consultant's profession at the time the Services are rendered. Engineers under engineering consultant contracts must be a registered engineer with the State of California. Consultant shall obtain and maintain a City of Sonora Business License for the term of this Agreement.

B. Consultant Performance. Consultant represents and warrants that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Consultant shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures, and standards for such Services. All work or products completed by Consultant shall be completed using the best practices available for the profession and shall be free from any defects. Consultant agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Consultant shall re-perform or replace unsatisfactory Service at no additional expense to City.

13. Safety.

A. Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by the Contract Administrator and other City representatives. Consultant's personnel shall wear hard hats and safety vests at all times while working on the construction Project site. If a death, serious personal injury, or substantial property damage occurs in connection with the performance under this Agreement, Consultant shall immediately notify the Contract Administrator and promptly submit a written report to the Contract Administrator including the date, time and location of the incident, a detailed description of the incident, and name and address of all parties involved in the incident.

B. Pursuant to the authority contained in Section 591 of the Vehicle Code, City has determined that such areas are within the limits of the Project and are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. If the Project will require trenching of five (5) feet or deeper, Consultant must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Section.

14. Subcontracting.

A. Nothing contained in this Agreement or otherwise shall create any contractual relation between City and any subconsultant(s). No subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to City for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from City's obligation to make payments to Consultant.

B. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by the Contract Administrator, except that, which is expressly identified in the approved Services and Cost Proposal, as provided in **Exhibit A and B**.

C. Consultant shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to Consultant by City.

D. All subcontracts entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.

E. Any substitution of subconsultant(s) must be approved in writing by the Contract Administrator prior to the start of work by the subconsultant(s).

F. Prompt Progress Payment

Consultant or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed Consultant on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Consultant or subconsultant to a subconsultant, Consultant or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Any subcontract entered into as a result of the Agreement shall contain the following provision:

The City shall hold retainage from Consultant and shall make prompt and regular incremental acceptances of portions, as determined by the City of the contract work and pay retainage to Consultant based on these acceptances. Consultant or subconsultant shall return all monies withheld in retention from all subconsultants within 15 days after receiving payment for work

satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the City. Any delay or postponement of payment may take place only for good cause and with the City's prior written approval. Any violation of these provisions shall subject the violating Consultant or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant; deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating Consultant or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant, deficient subcontract performance, or noncompliance by a subconsultant.

15. Equipment Purchase.

A. Prior authorization in writing by the Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in Consultant's Cost Proposal and exceeding five thousand dollars (\$5,000) and prior to authorization by the Contract Administrator, three (3) competitive quotations must be submitted with the request or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this Agreement is subject to the following: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two (2) years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, City shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures and credit City in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to City and Consultant, if Consultant is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by City." 49 CFR, Part 18 and 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

16. State Prevailing Wage Rates.

A. Consultant shall be solely responsible for complying with California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all federal, state, and local laws and ordinances applicable to the work.

B. No Consultant or subconsultant may be awarded an Agreement containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this Agreement, including any subsequent amendments.

C. When prevailing wages apply to the Services described in the Statement of Work, attached hereto as **Exhibit A**, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

D. The Consultant shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this Agreement are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>. These wage rates are made a specific part of this Agreement by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at City construction sites, at City facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve City projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

E. Payroll Records

1. Consultant and subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Consultant or subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

a. The information contained in the payroll record is true and correct.

b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the Consultant under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by City representatives at all reasonable hours at the principal office of the Consultant. The Consultant shall provide copies of certified payrolls or permit inspection of its records as follows:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the Consultant.

c. The public shall not be given access to certified payroll records by the Consultant. The Consultant is required to forward any requests for certified payrolls to the City Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Consultant shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by City shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the Consultant or Subconsultant performing the work shall not be marked or obliterated.

5. The Consultant shall inform City of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The Consultant or subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the Consultant or subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to City, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by City from payments then due. Consultant is not subject to a penalty assessment pursuant to this section due to the failure of a subconsultant to comply with this section.

F. When prevailing wage rates apply, the Consultant is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the City Contract Administrator.

G. Penalty

1. The Consultant and any of its subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the Consultant and any subconsultant shall forfeit to the City a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the Agreement by the Consultant or by its subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the Consultant or subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the Consultant or subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the Consultant or subconsultant had knowledge of the obligations under the Labor Code. The Consultant is responsible for paying the appropriate rate, including any escalations that take place during the term of the Agreement.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant or subconsultant.

4. If a worker employed by a subconsultant on a public works project is not paid the general prevailing per diem wages by the subconsultant, the prime Consultant of the project is not liable for the penalties described above unless the prime Consultant had knowledge of that failure of the subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime Consultant fails to comply with all of the following requirements:

- a. The Agreement executed between the Consultant and the subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
- b. The Consultant shall monitor the payment of the specified general prevailing rate of per diem wages by the subconsultant to the employees by periodic review of the certified payroll records of the subconsultant.
- c. Upon becoming aware of the subconsultant's failure to pay the specified prevailing rate of wages to the subconsultant's workers, the Consultant shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
- d. Prior to making final payment to the subconsultant for work performed on the public works project, the Consultant shall obtain an affidavit signed under penalty

of perjury from the subconsultant that the subconsultant had paid the specified general prevailing rate of per diem wages to the subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, City shall notify the Consultant on a public works project within fifteen (15) calendar days of receipt of a complaint that a subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If City determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if City did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Consultant shall withhold an amount of moneys due the subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by City.

H. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The Consultant shall forfeit, as a penalty to the City, twenty-five dollars (\$25) for each worker employed in the execution of the Agreement by the Consultant or any of its subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

I. Employment of Apprentices

1. Where either the prime Agreement or the subagreement exceeds thirty thousand dollars (\$30,000), the Consultant and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. Consultant and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Consultant and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the Agreement work. The Consultant is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

17. Conflict of Interest.

A. Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this Agreement or any ensuing City construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing City construction project which will follow.

B. Consultant certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Consultant further agrees to complete any statements of economic interest if required by either City ordinance or State law.

C. Consultant hereby certifies that it does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of the Services under this Agreement.

D. Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one which is subject to the control of the same persons through joint-ownership or otherwise.

18. Rebates, Kickbacks, or other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right, in its discretion, to terminate the Agreement without liability, to pay only for the value of the work actually performed, to deduct from the Agreement price, or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

19. Contingent Fee. Consultant warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, City has the right to annul this Agreement without liability, pay only for the value of the work actually performed, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

20. Prohibition of Expending Local Agency State or Federal Funds for Lobbying.

A. Consultant certifies to the best of his or her knowledge and belief that:

1. No state, federal, or local agency appropriated funds have been paid or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any state or federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Consultant shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

C. Consultant also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed one hundred thousand dollars (\$100,000) and that all such sub-recipients shall certify and disclose accordingly.

21. Statement of Compliance.

A. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103. Consultant will also comply with all provisions included within the attached Exhibit C & D.

B. During the performance of this Agreement, Consultant and its subconsultants shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

D. Consultant shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or City shall require to ascertain compliance with this clause.

E. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

G. The Consultant, with regard to the work performed under this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The Consultant shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of subconsultants.

I. Consultant, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the City components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

22. Debarment and Suspension of Certificate.

A. Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the state of California that Consultant or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency,

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years,

3. Does not have a proposed debarment pending, and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to City. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

23. Funding Requirements.

A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

B. This Agreement is valid and enforceable only, if sufficient funds are made available to City for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or City Council that may affect the provisions, terms, or funding of this Agreement in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.

D. City has the option to void the contract under the 30-day termination clause pursuant to Section 5, or by mutual agreement to amend the Agreement to reflect any reduction of funds.

24. Disadvantaged Business Enterprises Participation

A. Consultant, subrecipient (City), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The City shows a contract goal for DBEs. Consultant shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

Consultant shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is Consultant's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes or work code

applicable to the type of work the firm will perform on the contract. Additionally, the Consultant is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies Consultant purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This Agreement is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who enter into a federally-funded agreement will assist the City in a good faith effort to achieve California's statewide overall DBE goal

B. The goal for DBE participation for this Agreement is 17%. Participation by DBE Consultant or subconsultants shall be in accordance with information contained in Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto, under **Exhibit E**, and incorporated as part of the Agreement. If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. Consultant can meet the DBE participation goal by either documenting commitments to DBEs to meet the Agreement goal, or by documenting adequate good faith efforts to meet the Agreement goal. An adequate good faith effort means that the Consultant must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If Consultant has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

Consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Consultant shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying Consultant from future proposing as non-responsible.

E. Termination and Replacement of DBE Subconsultants

Consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless Consultant or DBE subconsultant obtains the City's written consent. Consultant shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the City. Unless the City's consent is provided, the Consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Agreement

Termination of DBE Subconsultants

After execution of the Agreement, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization for the City:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The City stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the City's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.

11. The City determines other documented good cause.

Consultant must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the Consultant's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the City. The written notice to the DBE must request they provide any response within five (5) business days to both the Consultant and the City by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, Consultant may move forward with the request as if the DBE had agreed to Consultant's written notice.
3. Submit Consultant's DBE termination request by written letter to the City and include:
 - One or more listed justifiable reasons along with supporting documentation.
 - Consultant's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Consultant's written notice.
 - The DBE's response to Consultant's written notice, if received. If a written response was not provided, provide a statement to that effect.

The City shall respond in writing to the Consultant's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants

After receiving the City's written authorization of DBE termination request, Consultant must obtain the City's written agreement for DBE replacement. Consultant must find or demonstrate GFE's to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the City which must include:
 - a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Description of scope of work and cost proposal.
 - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract.
 - Revised Exhibit 10-02: Consultant Contract DBE Commitment.
2. If Consultant has not identified a DBE replacement firm, submits documentation of Consultant's GFEs to use DBE replacement firms within seven (7) days of City's authorization to terminate the DBE. Consultant may request the City's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:

- Search results of certified DBEs available to perform the original DBE work identified and or other work Consultant had intended to self-perform, to the extent needed to meet DBE commitment.
- Solicitations of DBEs for performance of work identified.
- Correspondence with interested DBEs that may have included contact details and requirements.
- Negotiation efforts with DBEs that reflect why an agreement was not reached.
- If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive.
- Copies of each DBE's and non-DBE's price quotes for work identified, as the City may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher.
- Additional documentation that supports Consultant's GFE.

The City shall respond in writing to Consultant's DBE replacement request within five (5) business days.

F. Commitment and Utilization

The City's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization. The City shall request Consultant to:

1. Notify the City's Contract Administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If Consultant is a DBE Consultant, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify Consultant in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify Consultant in writing of the certification date. Consultant shall submit the notifications to the City. On work completion, Consultant shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the City within 30 days of contract acceptance.

Upon work completion, Consultant shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the City within 90 days of contract acceptance. The City will withhold \$10,000 until the form is submitted. The City will release the withhold upon submission of the completed form.

In the City's reports of DBE participation to Caltrans, the City must display both commitments and attainments.

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

Consultant must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

Consultant must provide written notification to the City at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of DBE initially performing work or supplying materials on the Contract, Consultant shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase Orders
- Bills of Lading
- Invoices
- Proof of Payment

Consultant must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout the duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. Consultant must submit to the City these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

Consultant must notify the City immediately if they believe the DBE may not be performing a CUF.

The City will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional City evaluations. The City must evaluate DBEs and their CUF performance throughout the duration of a Contract. The City will provide written notice to the City and the DBE at least two (2) business days prior to any evaluation. The Consultant and the DBE must participate in the evaluation. Upon completing the evaluation, the City must share the evaluation results with the Consultant and the DBE. An evaluation could include items that must be remedied upon receipt. If the City determines the DBE is not performing a CUF, the Consultant must suspend performance of the noncompliant work.

Consultant and DBEs must submit any additional CUF related records and documents within five (5) business days of City's request such as:

- Proof of ownership or lease, and rental agreements, for equipment.
- Tax Records
- Employee Rosters
- Certified Payroll Records
- Inventory Rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If Consultant and/or the City determine that a listed DBE is not performing a CUF in performance of their DBE committed work, Consultant must immediately suspend performance of the noncompliant portion of the work. City may deny payment for the noncompliant portion of the work. City will ask the Consultant to submit a corrective action plan (CAP) to the City within five (5) days of the noncompliant CUF determination. The CAP must identify how the Consultant will correct the noncompliance findings for the remaining portion of the DBE's work. City has five (5) days to review the Cap in conjunction with the Consultant's review. The Consultant must implement the CAP within five (5) days of the City's approval. The city will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, Consultant may have good cause to request termination of the DBE.

H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

J. Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE Consultant's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

K. If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify Consultant in writing with the date of certification. Any changes should be reported to City's Contract Administrator within thirty (30) calendar days.

L. For projects awarded on or after March 1, 2020, but before September 1, 2023, after submitting an invoice for reimbursement that includes a payment to DBE, but no later than 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects awarded on or after September 1, 2023 Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the Consultant must now submit Exhibit 9-P to the City administering the contract. If the Consultant does not make any payments to the subconsultants, supplier(s), and/or manufacturers they must report "no payments" were made to subs this month" and write this visibly and legibly on the Exhibit 9-P.

M. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

25. National Labor Relations Board Certification. In accordance with Public Contract Code section 10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

26. Inspection of Work. Consultant and any subconsultant shall permit City, the State, and the FHWA, if federal participating funds are used in this Agreement, to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

27. Evaluation of Consultant. Consultant agrees to perform all work under this Agreement to the satisfaction of the City and as specified herein. Consultant's performance will be evaluated by City. A copy of the evaluation will be sent to Consultant. Within ten (10)

days of receipt of the evaluation, Consultant may submit comments to the evaluation. The evaluation together with the comments shall be retained as part of the Agreement record.

28. Compliance with Laws and Standards. Consultant shall insure compliance with all applicable federal, state, and local laws, ordinances, regulations and permits, including but not limited to federal, state, and county safety and health regulations. Consultant shall perform all work according to generally accepted standards within the industry. Consultant shall comply with all ordinances, laws, orders, rules, and regulations, including any administrative policies and guidelines of City pertaining to the Project or the Services.

Consultant, and subconsultants, shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred Project costs by line item for the Project. The financial management system shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement.

29. Independent Contractor; Subcontracting. Consultant will employ, at its own expense, all personnel reasonably necessary to perform the Services. All acts of Consultant, its agents, officers, employees, and all others acting on behalf of Consultant relating to this Agreement will be performed as independent contractors. Consultant, its agents and employees will represent and conduct themselves as independent contractors and not as employees of City. Consultant has no authority to bind or incur any obligation on behalf of City. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever. Consultant is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is expressly approved by City in writing.

30. Insurance. Consultant and all of Consultant's contractors and subcontractors shall obtain and maintain insurance of the types and in the amounts described in this paragraph and its subparagraphs with carriers reasonably satisfactory to City. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, City may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

A. General Liability Insurance. Consultant shall maintain occurrence version commercial general liability insurance or an equivalent form with a limit of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) for each occurrence.

B. Workers' Compensation Insurance. Consultant shall carry workers' compensation insurance as required by the State of California under the Labor Code. Consultant shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000) per accident, with a One Million Dollar (\$1,000,000) policy limit for bodily injury or disease and a One Million Dollar (\$1,000,000) limit for each employee's bodily injury or disease.

C. Errors and Omissions Liability. Consultant shall carry errors and omissions liability insurance in the amount of no less than One Million Dollars (\$1,000,000) per occurrence or greater if appropriate for the Consultant's profession. Architects and engineers coverage is to be endorsed to include contractual liability. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents") or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

D. Other Insurance Requirements. Within five (5) days of the Effective Date, Consultant shall provide City with certificates of insurance, including policy endorsement, for all of the policies required under this Agreement ("Certificates"), excluding the required worker's compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Consultant shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the worker's compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name City of Sonora, its officers, officials, employees, and volunteers as additional insureds with respect to liability arising out of the Services, work, or operations performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied, or used by the Consultant; or automobiles owned, leased, or hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City; (c) be primary with respect to any insurance or self-insurance programs covering City of Sonora, its officers, officials, employees, and volunteers and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Consultant's insurance and shall not contribute to it; (d) contain standard separation of insured provisions; and (e) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to the City.

31. Indemnification. Consultant agrees to indemnify, defend, and hold harmless City of Sonora, its officers, officials, employees, and volunteers from any and all claims, demands, costs, obligations, loss, or liability arising from or connected with the services provided hereunder due to the negligence, recklessness, willful misconduct, errors, or omissions of Consultant. Consultant will reimburse City for any expenditure, including reasonable attorney fees, incurred by City in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of Consultant. Consultant's obligation to defend, indemnify, and hold City, its officers, agents, and employees harmless is not terminated by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

32. Consequential Damages. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for

any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

33. Noninterference. Consultant will endeavor to construct the Project in a manner that will cause minimal interference to City and its residents. If, for any reason, Consultant's Services or other activities in connection with this Agreement damages City facilities, City shall notify Consultant of such damage and Consultant will undertake any and all repairs reasonably required as a result of such damage to the reasonable satisfaction of the City Administrator or his or her designee. Consultant's obligation to repair shall include repair of pre-existing condition(s) of City facilities that become problems only because they are affected or exacerbated by the work undertaken by Consultant under this Agreement. Should Consultant fail to promptly endeavor to make such repairs within thirty (30) day's notification by City, then City may endeavor to complete such repairs and submit a bill for the reasonable cost of those repairs to Consultant, which Consultant shall pay within thirty (30) days of receipt.

34. Disputes.

A. Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement between the parties shall be decided by a committee consisting of the City Administrator and Contract Administrator ("Committee"), who may consider written or verbal information submitted by Consultant.

B. Not later than thirty (30) days after completion of all work under the Agreement, Consultant may request review by the City Administrator of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the Committee will excuse Consultant from full and timely performance in accordance with the terms of this Agreement.

35. Claims Filed by City's Construction Contractor

A. If claims are filed by City's construction contractor relating to work performed by the Consultant's personnel, and additional information or assistance from Consultant's personnel is required in order to evaluate or defend against such claims, Consultant agrees to make its personnel available for consultation with City's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. Consultant's personnel that City considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from City. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for Consultant's personnel services under this Agreement.

C. Services of Consultant's personnel in connection with City construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Agreement in order to resolve the construction claims.

36. Confidentiality of Data

A. All financial, statistical, personal, technical, or other data and information relative to City's operations, which are designated confidential by City and made available to Consultant in order to carry out this Agreement, shall be protected by Consultant from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by City relating to the Agreement, shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.

C. Consultant shall not comment publicly to the press or any other media regarding the Agreement or City's actions on the same, except for at a public hearing or meeting in response to questions from the City Council.

D. Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by City, and receipt of City's written permission.

E. All information related to the construction estimate is confidential, and shall not be disclosed by Consultant to any entity other than City.

F. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Section.

G. All information related to the construction estimate is confidential, and shall not be disclosed by Consultant to any entity, other than the City, Caltrans, and/or FHWA. All of the materials prepared or assembled by Consultant, pursuant to the performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If Consultant or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from Consultant for any damages caused by Consultant releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

37. General Provisions.

A. **Entire Agreement.** This Agreement sets forth the entire understanding between the Parties as to the subject matter of this Agreement and merges all prior discussions, negotiations, proposal letters or other promises, whether oral or in writing.

B. **Exhibits.** All exhibits referred to herein are incorporated into this Agreement. Failure to comply with the provisions or requirements of any exhibit shall constitute grounds for breach of this Agreement by either Party.

C. Modification. No alteration, modification, or termination of this Agreement shall be valid unless made in writing and executed by all Parties. Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the Contract Administrator.

D. Assignment. Consultant shall not assign this Agreement, either in whole or in part, without the written consent of City.

E. Waiver. A waiver by any Party to this Agreement or a breach of any provision shall not operate or be construed as a waiver of any other or subsequent breach hereof, unless specifically stated in writing. The subsequent acceptance by any Party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, condition, covenant of this Agreement or any applicable law, ordinance, or regulation.

F. Necessary Acts. The Parties shall at their own cost and expense execute and deliver further documentation and shall take other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

G. No Third Party Beneficiaries. City and Consultant do not intend, by any provision of this Agreement, to create in any third party any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other Party.

H. Attorney's Fees and Costs. In any action at law or in equity, including action for declaratory relief, brought by any Party to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees, costs of court and reasonable expense of litigation, in addition to any other relief which such party may be entitled.

I. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of California.

J. Venue. Venue for all legal proceedings shall be in the Superior Court of California for the County of Tuolumne.

K. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, executors, administrators, and assigns of the Parties.

L. Severability. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

M. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or Termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, shall survive any such expiration or Termination of this Agreement.

N. Notices. Any notice or communication required hereunder between the Parties must be in writing, and may be given either personally, by email (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by email, a notice or communication shall be deemed to have been given and received unless there is a responding email that indicates that the email was not received. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices of communications shall be given to the Parties at their addresses set forth below:

If to City: City of Sonora
94 N. Washington Street
Sonora, CA 95370
Attention: City Administrator
Telephone: (209) 532-4541
Email: meads@sonoraca.org

With copies to: _____

Attention: _____

With copies to: White Brenner LLP
1414 K Street, Third Floor
Sacramento, CA 95814
Attn: Douglas L. White, Esq.
Telephone: (916) 468-0950
Email: doug@churchwellwhite.com

If to Consultant: _____

Attention: _____

With copies to: _____

Attention: _____

O. Authority. All Parties to this Agreement warrant and represent that they have the power and legal authority to enter into this Agreement.

P. Counterparts. This Agreement may be executed in one or more counterparts and shall be binding upon the Parties, notwithstanding that the signatures of all Parties and Parties' designated representatives do not appear on the same page.

Q. Headings Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

R. Recitals. The recitals set forth above are incorporated herein by this reference and made a part of this Agreement. In the event of any inconsistencies between the recitals and Sections 1 through 37 of this Agreement, Sections 1 through 37 shall control.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

CITY:

City of Sonora, a California Municipal
Corporation

By: _____

Melissa Eads, City Administrator
APPROVED AS TO FORM:

Douglas L. White, City Attorney

CONSULTANT:

By: _____

EXHIBIT A
SERVICES
(Statement of Work)

EXHIBIT B
COST PROPOSAL

EXHIBIT C

APPENDICES A - E of the TITLE VI ASSURANCES

[The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and*
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.]*

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the

Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office

of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED
UNDER THE ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for

which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THEACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the “CONSULTANT”) agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin; and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

EXHIBIT D

CALTRANS REQUIREMENTS

CALTRANS – APPENDIX A TO EXHIBIT B

During the performance of this Agreement, Administering Agency (City of Sonora), for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

- (1) Compliance with Regulations: ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this Agreement.
- (2) Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the Agreement covers a program set forth in Appendix B of the REGULATIONS.
- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by State or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to State or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this Agreement, State shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed ninety (90) days; and/or

- b. Cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request State enter into such litigation to protect the interests of State, and , in addition ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT E

EXHIBIT 10-02

CONSULTANT CONTRACT DBE INFORMATION

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: CITY OF SONORA 2. Contract DBE Goal: 17%
 3. Project Description: PROFESSIONAL ENGINEERING SERVICES
 4. Project Location: CITY OF SONORA
 5. Consultant's Name: _____ 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: _____
 8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section		14. TOTAL CLAIMED DBE PARTICIPATION	\$
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			%
23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 15. Preparer's Signature _____ 16. Date _____ 17. Preparer's Name _____ 18. Phone _____ 19. Preparer's Title _____	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT**CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column.
%: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.



CITY COUNCIL AGENDA REPORT

MEETING DATE: December 18, 2023

TO: City Council Members

FROM: Chris Gorsky, Administrative Services Director

SUBJECT: Approval of Resolution No.12-18-2023-C Establishing a Recruitment Incentive Plan for the recruitment of Police Officers and amend the FY23/24 Police Department budget by \$126,000 (Requires 4/5 Vote).

RECOMMENDATION

Staff recommends the City Council approve Resolution No.12-18-2023-C establishing the City of Sonora's Recruitment and Retention Incentive Plan which includes the following:

- Retention Incentives for current full-time sworn officers and full-time dispatchers of \$15,000 and \$7,500, respectively.
- Increased Sign-on Bonus for qualified full-time lateral police officers from \$24,000 to \$50,000.
- Employee Referral Incentive Policy of \$3,000 per successful full-time candidate.
- Police Department Wellness Program of \$50,000.

DISCUSSION

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

This staff report presents a proposal for the implementation of several separate tools to help with recruitment and retention of police department staff. These include a Retention Incentive Policy for current Police Department staff, an increase in Hiring/Sign-on Bonuses for qualified lateral officers, an Employee Referral Policy to help generate qualified applicants, and a Sonora Police Department directed Wellness Program. These tools aim to address the current challenges in police recruitment, improve staffing levels, and ensure the safety and security of our community. Each of these programs will be reassessed during each budget cycle to ensure it aligns with the City's current financial priorities and goals. This report provides an overview of the programs, its objectives, and benefits for the City Council's consideration.

RETENTION INCENTIVES FOR CURRENT FULL TIME SWORN OFFICERS AND DISPATCHERS:

A retention incentive program of \$15,000 for Full-Time Police Officers and \$7,500 for Full-Time Dispatchers is a new program for the City and will serve as an incentive to encourage experienced officers and dispatchers to stay with the Sonora Police Department, reducing turnover and maintaining institutional knowledge within the department. This can contribute to overall stability and effectiveness. The retention bonus program will be reevaluated with each annual budget.

INCREASED SIGN-ON BONUS FOR QUALIFIED FULL-TIME LATERAL POLICE OFFICERS:

An increase in the sign-on bonus incentive policy, from \$24,000 to \$50,000, targeting experienced, lateral officers, can serve as a financial incentive to attract seasoned professionals to join the Sonora Police Department. Full-Time Lateral hires bring valuable experience and skills to a department which can contribute to its effectiveness. Offering these bonuses can also expedite the recruitment process. The Sign-On program will be reevaluated at each annual budget.

EMPLOYEE REFERRAL INCENTIVE POLICY:

An employee referral policy that is open to all City employees, of \$3,000 for each successful Full-Time Sworn Police Officer or Full-Time Dispatcher candidate, can help generate qualified candidates, it incentivizes employees to actively participate in the recruitment process, leveraging their networks. This can lead to a more diverse, and often higher quality, candidate pool, as employees are likely to refer individuals who they believe would be a good fit for the organizations culture and job requirements. Additionally, it can contribute to a positive work environment by recognizing and rewarding employees for their contributions to the City's success. Referral programs can also expedite the recruitment process, reducing the time and resources spent on sourcing candidates. The Referral Incentive program will be reevaluated at each annual budget.

POLICE DEPARTMENT WELLNESS PROGRAM

Providing a \$50,000 budget for an employee wellness program empowers employees to prioritize their health and wellbeing. Financial support by the City allows employees access to additional resources which can lead to an improved overall health, both mental and physical, which can provide increased job satisfaction, potentially reducing stress levels, and positively impacting moral. The Wellness program will be reevaluated at each annual budget.

FISCAL IMPACT

The Impact to the General Fund is approximately \$126,000: \$40,000 for the Police Retention Incentives Program, a \$30,000 for the Recruitment Sign-On Bonus Incentives Program, \$6,000 for the Employee Referral Incentive Policy and \$50,000 for a Police Wellness Program.

ATTACHMENTS

- Resolution No.12-18-2023-C
- Retention Incentive Policy
- Hiring/Sign-On Incentive Policy (Update)
- Employee Referral Incentive Policy
- Budget Transfer (Requires a 4/5 vote)



City of Sonora

Police Retention Incentive Policy

Retention Incentive for Regular Full-Time Sworn Police Officer and Dispatchers positions as the City is strongly incentivized to keep and recognize our current dedicated staff.

Full Time Sworn Police Officers and Dispatchers that have been with the Sonora Police Department for three (3) years and are not currently receiving a hiring incentive, are eligible for the retention incentive.

The Sonora Police Department, like many other departments across the State, has experienced a diminished pool of qualified Police Officer and Police Dispatcher applicants in recent years. The City has taken steps to mitigate these challenges by implementing a Retention Incentive Policy. A modest retention bonus over the next three (3) years not only financially incentivizes Officers and Dispatchers that are being lured with other area hiring bonuses but also sends a message to the employees who have made a commitment to the City and have taken on additional duties during these difficult times.

Police Officer Retention Program		
Paid on 1st Check after retention bonus approved by Council	\$	5,000
Upon Completion of 1st additional year from start date of retention bonus.	\$	5,000
Upon Completion of 2nd additional year from start date of retention bonus.	\$	5,000
Grand Total	\$	15,000

Police Dispatcher Retention Program		
Paid on 1st Check after retention bonus approved by Council	\$	2,500
Upon Completion of 1st additional year from start date of retention bonus.	\$	2,500
Upon Completion of 2nd additional year from start date of retention bonus.	\$	2,500
Grand Total	\$	7,500

- *To qualify for the retention bonus, employees must have satisfactory evaluations for the past year and each year they are eligible for the retention bonus.*
- *All employees in good standing when this policy is passed by Council will be eligible for the retention bonus.*
- *Employees that do not complete the next fiscal year will be required to pay back the pro-rated portion of the bonus.*
- *The retention bonus is not considered base salary and shall not be included for PERS retirement purposes, or any salary increases.*
- *The retention bonus will be subject to federal and state tax withholding as bonus earnings.*

City of Sonora

Police Department

Sign-On Bonus Hiring Incentive Policy

Hiring Incentive for Regular Full-Time Positions

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

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

Police Officer Recruit - Entry Level/Academy Eligible

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

Grand Total	\$	18,000
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Police Officer Recruit - Lateral

Paid on 1st Check	\$	10,000
Upon Completion of 1 years and meets expectations on evaluation	\$	10,000
Upon Completion of 2 years and meets expectations on evaluation	\$	10,000
Upon Completion of 3 years and meets expectations on evaluation	\$	10,000
Upon Completion of 4 years and meets expectations on evaluation	\$	10,000

Grand Total	\$	50,000
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City of Sonora

Employee Referral Incentive Policy

A current employee who refers a new applicant (not previously employed with the City of Sonora) for the position of Full-Time Sworn Police Officer, or Full-Time Dispatcher shall be eligible for a \$3,000 referral incentive. The Referral incentive will only be paid after a successful applicant starts employment with the City in the position for which they were referred.

The Sonora Police Department, like many other departments across the State, has experienced a diminished pool of qualified Police Officer applicants in recent years. The City has taken steps to mitigate these challenges by implementing a Referral Incentive Policy for City employees who refer non-city employees to the Sonora Police Department.

-
- *To qualify, the applicant must include the name of the referring employee on the initial application for employment. This information cannot be added at a later date.*
 - *The referring employee must be employed at the time of applicant hire and have a satisfactory evaluation for the prior year.*
 - *The referring employee shall not participate in the selection process of the referred applicant.*
 - *The City has sole discretion for the selection of candidates and the referring employee is not entitled to any information if the referred candidate is not selected.*
 - *The referral bonus is not considered base salary and shall not be included for PERS retirement purposes, or any salary increases.*
 - *The referral bonus will be subject to federal and state tax withholding as bonus earnings.*

RESOLUTION No. 12-18-2023-C
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONORA
ESTABLISHING A RECRUITMENT INCENTIVE PLAN

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

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

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

WHEREAS, recruitment incentives such as a hiring/signing incentives, retention incentives, employee referral programs, and employee wellness programs are common methods used to attract qualified candidates for these critical positions; and

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

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Sonora does hereby approve Resolution No.12-18-23-C establishing a recruitment incentive plan.

PASSED, APPROVED AND ADOPTED as a Resolution by the Sonora City Council at a meeting held by the City Council on the 18th day of December 2023, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Mark Plummer, Mayor

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



CITY COUNCIL AGENDA REPORT

MEETING DATE: December 18, 2023

TO: City Council Members

FROM: Chris Gorsky, Administrative Services Director

SUBJECT: Approval of Resolution No.12-18-2023-D which amends the salary schedules for Police Officer, Corporal, and Sergeant positions within the Sonora Police Officers' Association (SPOA).

RECOMMENDATION

Staff recommends the City Council approve Resolution No.12-18-2023-D amending the SPOA salary schedules for the Police Officer, Corporal, and Sergeant positions.

DISCUSSION

Over the past several years, the Sonora Police Department has faced significant challenges in recruiting and retaining qualified police officers. These challenges have resulted in understaffing, increased workloads for existing officers, and a deficiency in the number of qualified applicants. The traditional methods of recruitment have proven insufficient to attract a diverse pool of highly qualified candidates. To address this issue it was determined that increasing the payrates for Police Officers, Corporals, and Sergeants by approximately 10% to be more competitive with other local agencies would help to retain and attract qualified personnel.

FISCAL IMPACT

The Impact to the General Fund is approximately \$140,000 annually and for Fiscal Years 2023/24 is approximately \$70,000.

ATTACHMENTS

- Resolution No. 12-18-2023-D
- Amended Salary Schedule SPOA
- Budget Transfer

RESOLUTION No. 12-18-2023-D
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONORA APPROVING
THE SONORA POLICE OFFICERS ASSOCIATION SALARY SCHEDULE
EFFECTIVE DECEMBER 23, 2023.

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

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

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

WHEREAS, Section 570.5 of California Code of Regulations, Title 2 requires formal Council approval and adoption of salary and compensation plans; and

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Sonora does hereby approve Resolution No.12-18-23-D hereby adopts the amended salary schedule for the Sonora Police Officers Association (SPOA) effective December 23, 2023.

PASSED, APPROVED, AND ADOPTED as a Resolution by the Sonora City Council at a meeting held by the City Council on the 18th day of December 2023, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Mark Plummer, Mayor

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

SONORA POLICE OFFICERS' ASSOCIATION SALARY RANGE TABLE

EFFECTIVE December 23, 2023

Percentage to apply to all salaries	0.00%	2.5% Longevity Pay After 10 Years Of City Service, And Every Five Years Thereafter
Percentage between steps	5.00%	2.5% for Associates /2.5% for Bachelors/2.5% for Masters
Percentage between grades	2.50%	2.5% for Basic Cert (only if employment date is prior to July 1, 2013)
Hours worked bi-weekly	80	2.5% for Intermediate Cert
		2.5% for Supervisory Cert (if in a supervisory position)
		5.0% for Adv Cert Assign: Investigator/Computer Network Manager/Field Training Officer/Dispatch Field Training Officer/Traffic Officer

Classification	Step A	Notes:
Police Officer Recruit	\$24.00	2.5% - COLA - SWORN
Police Officer	\$36.72	3.0% - COLA - DISPATCH
Police Corporal	\$40.53	2.5% - COLA - NON-SWORN
Police Sergeant	\$45.85	

	Range		Step A		Step B		Step C		Step D		Step E		Step F	
			0%		5%		10%		15%		20%		25%	
		% Adder	Bi-Weekly	Hourly	Bi-Weekly	Hourly	Bi-Weekly	Hourly	Bi-Weekly	Hourly	Bi-Weekly	Hourly	Bi-Weekly	Hourly
Police Officer Recruit	1600	0.0%	\$ 1,920.00	\$ 24.00										
Police Officer	3672	0.0%	\$2,937.60	\$ 36.72	\$3,084.80	\$38.56	\$3,239.20	\$40.49	\$3,400.80	\$42.51	\$3,571.20	\$44.64	\$3,749.60	\$46.87
	3764	2.5%	\$3,011.20	\$ 37.64	\$3,161.60	\$39.52	\$3,320.00	\$41.50	\$3,486.40	\$43.58	\$3,660.80	\$45.76	\$3,844.00	\$48.05
	3858	5.0%	\$3,086.40	\$ 38.58	\$3,240.80	\$40.51	\$3,403.20	\$42.54	\$3,573.60	\$44.67	\$3,752.00	\$46.90	\$3,940.00	\$49.25
	3954	7.5%	\$3,163.20	\$ 39.54	\$3,321.60	\$41.52	\$3,488.00	\$43.60	\$3,662.40	\$45.78	\$3,845.60	\$48.07	\$4,037.60	\$50.47
	4053	10.0%	\$3,242.40	\$ 40.53	\$3,404.80	\$42.56	\$3,575.20	\$44.69	\$3,753.60	\$46.92	\$3,941.60	\$49.27	\$4,138.40	\$51.73
	4154	12.5%	\$3,323.20	\$ 41.54	\$3,489.60	\$43.62	\$3,664.00	\$45.80	\$3,847.20	\$48.09	\$4,039.20	\$50.49	\$4,240.80	\$53.01
	4258	15.0%	\$3,406.40	\$ 42.58	\$3,576.80	\$44.71	\$3,756.00	\$46.95	\$3,944.00	\$49.30	\$4,141.60	\$51.77	\$4,348.80	\$54.36
	4364	17.5%	\$3,491.20	\$ 43.64	\$3,665.60	\$45.82	\$3,848.80	\$48.11	\$4,041.60	\$50.52	\$4,244.00	\$53.05	\$4,456.00	\$55.70
	4473	20.0%	\$3,578.40	\$ 44.73	\$3,757.60	\$46.97	\$3,945.60	\$49.32	\$4,143.20	\$51.79	\$4,350.40	\$54.38	\$4,568.00	\$57.10
Police Corporal	4053	0.0%	\$3,242.40	\$ 40.53	\$3,404.80	\$42.56	\$3,575.20	\$44.69	\$3,753.60	\$46.92	\$3,941.60	\$49.27	\$4,138.40	\$51.73
	4154	2.5%	\$3,323.20	\$ 41.54	\$3,489.60	\$43.62	\$3,664.00	\$45.80	\$3,847.20	\$48.09	\$4,039.20	\$50.49	\$4,240.80	\$53.01
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	4585	12.5%	\$3,668.00	\$ 45.85	\$3,851.20	\$48.14	\$4,044.00	\$50.55	\$4,246.40	\$53.08	\$4,458.40	\$55.73	\$4,681.60	\$58.52
	4700	15.0%	\$3,760.00	\$ 47.00	\$3,948.00	\$49.35	\$4,145.60	\$51.82	\$4,352.80	\$54.41	\$4,570.40	\$57.13	\$4,799.20	\$59.99
	4818	17.5%	\$3,854.40	\$ 48.18	\$4,047.20	\$50.59	\$4,249.60	\$53.12	\$4,462.40	\$55.78	\$4,685.60	\$58.57	\$4,920.00	\$61.50
	4938	20.0%	\$3,950.40	\$ 49.38	\$4,148.00	\$51.85	\$4,355.20	\$54.44	\$4,572.80	\$57.16	\$4,801.60	\$60.02	\$5,041.60	\$63.02
Police Sergeant	4585	0.0%	\$3,668.00	\$45.85	\$3,851.20	\$48.14	\$4,044.00	\$50.55	\$4,246.40	\$53.08	\$4,458.40	\$55.73	\$4,681.60	\$58.52
	4700	2.5%	\$3,760.00	\$47.00	\$3,948.00	\$49.35	\$4,145.60	\$51.82	\$4,352.80	\$54.41	\$4,570.40	\$57.13	\$4,799.20	\$59.99
	4818	5.0%	\$3,854.40	\$48.18	\$4,047.20	\$50.59	\$4,249.60	\$53.12	\$4,462.40	\$55.78	\$4,685.60	\$58.57	\$4,920.00	\$61.50
	4938	7.5%	\$3,950.40	\$49.38	\$4,148.00	\$51.85	\$4,355.20	\$54.44	\$4,572.80	\$57.16	\$4,801.60	\$60.02	\$5,041.60	\$63.02
	5061	10.0%	\$4,048.80	\$50.61	\$4,251.20	\$53.14	\$4,464.00	\$55.80	\$4,687.20	\$58.59	\$4,921.60	\$61.52	\$5,168.00	\$64.60
	5188	12.5%	\$4,150.40	\$51.88	\$4,357.60	\$54.47	\$4,575.20	\$57.19	\$4,804.00	\$60.05	\$5,044.00	\$63.05	\$5,296.00	\$66.20
	5318	15.0%	\$4,254.40	\$53.18	\$4,467.20	\$55.84	\$4,690.40	\$58.63	\$4,924.80	\$61.56	\$5,171.20	\$64.64	\$5,429.60	\$67.87
	5451	17.5%	\$4,360.80	\$54.51	\$4,579.20	\$57.24	\$4,808.00	\$60.10	\$5,048.80	\$63.11	\$5,301.60	\$66.27	\$5,566.40	\$69.58
	5587	20.0%	\$4,469.60	\$55.87	\$4,692.80	\$58.66	\$4,927.20	\$61.59	\$5,173.60	\$64.67	\$5,432.00	\$67.90	\$5,704.00	\$71.30

Revised: 12/18/2023



CITY COUNCIL AGENDA REPORT

MEETING DATE: December 18, 2023

TO: City Council Members

FROM: Chris Gorsky, Administrative Services Director

SUBJECT: Administrative Services Department Report for October 2023

RECOMMENDATION

Receive the Administrative Services Department Report for October 2023 (FY23/24).

DISCUSSION



Administrative Services

The Administrative Services Department provides a wide range of comprehensive support services which include: accounting, finance administration and reporting, budgeting, audit, compliance, treasury management, payroll, human resources, recruitments, accounts receivable, local tax collection, accounts payable, procurements, business license management, risk management, information technology for the City.

Monthly Report to the City Council

October '23

Highlights of General Fund Revenues:

	Current Period	YTD	FY22/23 Budget	% of Budget
Property Tax	\$ 2,183	\$ 29,750	\$ 1,205,000	2.5%
Sales Tax	\$ 255,106	\$ 923,463	\$ 3,355,600	27.5%
Measure Y	\$ 585,230	\$ 1,746,316	\$ 4,000,000	43.7%
Transient Occupancy Tax	\$ 67,079	\$ 249,183	\$ 600,000	41.5%
Cannabis Public Benefit Fees	\$ 60,968	\$ 252,057	\$ 605,000	41.7%
Building Permits	\$ 8,166	\$ 33,476	\$ 130,000	25.8%
Business Licenses	\$ 383	\$ 5,273	\$ 126,900	4.2%

Highlights of General Fund Expenditures:

	Current Period	YTD	FY22/23 Budget	% of Budget
Salaries and Benefits	\$ 552,767	\$ 2,107,848	\$ 7,400,600	28.5%
Operating Expenditures	\$ 289,257	\$ 1,365,456	\$ 3,227,425	42.3%
Transfers	\$ -	\$ 157,653	\$ 185,000	85.2%

Total Number of Checks/DD Processed:

A/P	YTD	H/R	YTD
192	686	93	457

Business License Activity:

Licenses Issued

Current Month Zone A	Current Month Zone B	YTD Zone A	YTD Zone B
1	5	3	63



CITY COUNCIL AGENDA REPORT

MEETING DATE: December 18, 2023

TO: City Council Members

FROM: Aimee New, Fire Chief

SUBJECT: Fire Department Monthly Report – November 2023

RECOMMENDATION

Receive the Fire Department Monthly Report – November 2023

DISCUSSION

Fire Department Monthly Report – November 2023

FISCAL IMPACT

N/A

1. City of Sonora Fire Department responded to 145 calls for service in November 2023.
2. Sonora City Units responded to emergency calls as follows:

118 - Trash or rubbish fire, contained	5
131 - Passenger vehicle fire	1
143 - Brush or brush-and-grass mixture fire	1
311 - Medical assist, assist EMS crew	24
321 - EMS call, excluding vehicle accident with injury	58
322 - Motor vehicle accident with injuries	5
324 - Motor vehicle accident with no injuries.	5
353 - Removal of victim(s) from stalled elevator	0
410 - Combustible/flammable gas/liquid condition, other	1
631 – Authorized Burning	1
510 - Person in distress, other	2
511 – Lock out	1
553 - Public service	8
554 - Assist invalid	9
611 - Dispatched & cancelled en route	10
622 - No incident found on arrival at dispatch address	2
651 - Smoke scare, odor of smoke	1
730 - System malfunction, other	3
733 - Smoke detector activation due to malfunction	1
735 - Alarm system sounded due to malfunction	5
743 - Smoke detector activation, no fire - unintentional	2
Total	145

- | | | |
|----|---|------|
| 3. | Monthly dollar loss in the City, resulting from fire: | 0 |
| 4. | The average response time during the month: | 4:42 |
| 5. | Automatic or mutual aid given: | 46 |



CITY COUNCIL AGENDA REPORT

MEETING DATE: December 18, 2023

TO: City Council Members

FROM: Turu VanderWiel, Chief of Police

SUBJECT: MONTHLY REPORT – SONORA POLICE DEPARTMENT

RECOMMENDATION

Receive the Sonora Police Department monthly report for November 2023.

DISCUSSION

The attached summarizes activities for November 2023.

	Nov 2023	Oct 2023	Nov 2022
Total Incidents	1,044	1,118	1,173
Calls for Service	659	707	696
Officer Initiated	385	411	477
Total Arrests	26	47	55
Felony Arrests	8	7	10
Misd. Arrests	18	40	45
Total Reports	91	116	133
Parking Citations	2	22	13
Moving Citations	19	15	22
Domestic Violence	2	2	1
Larceny Inc./Inv.	25	16 / 5	22
Total Collisions	23	24	34
Collision Invest.	14	13	14

	Nov 2023	Oct 2023	Nov 2022
Homeless Activity	117/17	140/29	77
Animal Calls	38	34	42
Public Intox. / UID	5	5	5
DUI Arrests	5	5	2
Total Phone Calls / 911 Calls	2,035/277	2,085 / 273	2,004/297
Average Per Day	68	67	67
Vehicle Releases	9	5	1

*Homeless Activity tracking requires additional manual inputs; the actual number of associated incidents will typically be higher than the reported number.

FISCAL IMPACT

There is no fiscal impact on the General Fund.

Crimes by Area Monthly Report
November 1, 2023 – November 30, 2023

Area 1 Reports:**Violent Crimes:**

- 1 – Felony Domestic Violence including an assault with a deadly weapon, not a firearm.
- 1 – Misdemeanor Violation of a Domestic Violence Order

Burglaries / Other Larceny:

- 1 – Misdemeanor Business Burglaries (Shoplifting)

Area 2 Reports**Violent Crimes:**

- 1 – Felony Assault with a Deadly Weapon, a firearm, including criminal threats.
- 1 – Felony Criminal Threats including possession of an unserialized firearm.
- 2 – Felony Dissemination of Obscene Matter depicting a minor.

Burglaries / Other Larceny:

- 1 – Felony Business Burglary including conspiracy
- 1 – Felony Theft of Personal Property from a business location.
- 1 – Petty Theft by Use of Access Card Information

Area 1 Monthly Report November 2023

Neighborhood Watch:

ELKS HILL:

- Held their annual meeting on November 2nd.

SONORA KNOWLES:

- No updated activity.

Cases For discussion:

23-1271- On 11/18/2023 in the evening hours, a vehicle collided into another near the intersection of Mono Way and Greenley Road. The driver responsible for the collision was identified as 79-year-old Sonora resident Daniel Brown. Brown was determined to be under the influence of an alcoholic beverage and was arrested for DUI causing a collision.

23-1301- On 11/28/2023 at about midnight, an alert citizen observed a female stealing mail from multiple mailboxes and then entered the passenger side of a vehicle that sped off, trying to evade the pursuing citizen. Officers were dispatched to a neighborhood where the suspect vehicle was last seen, and it was located. Officers contacted the vehicle owner, identified as 19 year old Sonora resident, Starr Carrillo, and her boyfriend 25 year old Sonora resident, Christopher Dunn. Subjects were arrested and booked into jail combined for mail theft, outstanding warrants and due to multiple victims, additional felony charges will be recommended.

Recruitments:

- 3 Full-time Police Officer
- 2 Full-time Dispatcher
- 1 Part-time Dispatcher
- 1 Full-time Community Service Officer

Training:

- Two recruits started the Fall Police Academy.

Range:

- Range training is scheduled for the month of December.

Respectfully Submitted,

Sgt. Chris Johnson

Area 2 Monthly Report November 2023

Neighborhood Watch:

MYERS HILL:

- No updated activity

NORTH STEWART:

- No updated activity.

HIGHLAND VIEW:

- No updated activity

Case(s) for discussion:

23-1281-On 11/22/2023, at approximately 1530 hours, Sonora PD officers responded to a domestic violence call. The victim reported his girlfriend of several years assaulted him in their home by throwing several large picture frames at him. The victim suffered injuries and an arrest warrant was issued for the suspect for domestic battery and assault with a deadly weapon.

23-1285-On 11/24/2023, at approximately 2304 hours, the Sonora PD K9 unit conducted a traffic enforcement stop of a vehicle for driving without headlights. During the subsequent traffic enforcement investigation, it was determined the driver was operating the vehicle while under the influence of an alcoholic beverage. A search of the vehicle resulted in the K9 unit locating a loaded firearm concealed beneath the front seat of the truck. The driver of the vehicle was arrested for driving under the influence of an alcoholic beverage and possession of a concealed firearm.

Field Training Program:

- No update information

Investigations:

- Investigations wrote a search warrant concerning a case where the suspect threatened to shoot up the Tuolumne County Court House. The warrant was served and the residence of the suspect was searched pursuant to the terms of the search warrant.

Property and Evidence:

- The relocation and renovation of the property room has been completed. Evidence that can be processed and purged is being addressed and a thorough inventory of the remaining evidence is being conducted.

Fleet:

- No updated activity

Reserves/Volunteers:

- On 11/24/2023, Volunteers, CSVs and academy recruits, assisted with the Christmas Parade.
- On 11/29/2023, One CSV assisted in our building search training for SPD officers.

Respectfully Submitted,
Sgt. Eric Nygard



CITY COUNCIL AGENDA REPORT

MEETING DATE: December 18, 2023

TO: Honorable Mayor and Members of the City Council

FROM: Michael Lagomarsino, Public Works Supervisor

SUBJECT: Public Works Department Monthly Report for November 2023

RECOMMENDATION

Receive the Sonora Public Works Department monthly report for November 2023.

DISCUSSION

For the month of November 2023, the City of Sonora Public Works Department performed the following activities:

Events

- Installed Christmas banners on numerous streetlight poles downtown.
- Installed Christmas lights on the historical Locomotive on Stockton Street.
- Installed Christmas lights on the historical fountain on Washington Street.
- Cut down, hauled, placed, and decorated the donated Christmas tree in the Red Church landscape.
- Installed 25 Christmas wreaths on Streetlight poles downtown.
- Spent numerous days preparing, working, and cleaning up for the annual City of Sonora Christmas parade.
- Transported, placed, and set up Santa's house in Courthouse Park.

Streets

- Spent several days pot-holing City Streets.
- Return numerous shopping carts to businesses abandoned on City Streets.
- Spent numerous days picking up leaf piles throughout the city streets.
- Removal of deceased deer on City Street.
- Replaced damaged (DO NOT ENTER) sign on Columbia Way.
- Patched sections of deteriorating road on Leonard's Addition.
- Painted yellow curb in areas of the new bus stop construction area on Stockton Road.

Facilities

- Cleaned multiple rain gutters on City facilities.
- Made repairs to sections of the Fire Museum for continuing leaks.
- Installed a metal file holder for the Police Department.

Parks/Landscapes/Parking Lots

- Monthly inspection of playground equipment at Rotary Park.
- Spent numerous days picking up, and hauling leaves from City parks, and Landscapes.

Storm Drains

- Spent numerous days digging, and flushing out storm drain inlets, ditches, and culverts.
- Excavated drainage ditch with tractor on South Washington Street.

Cemeteries

- Performed annual weed spraying at Mountain Shadow.
- Daily check of messages at Mountain Shadow, and returned calls as needed.
- Daily cleaning of irrigation filters during irrigation season.
- Marked out plots as requested by the Funeral Home as needed.
- Set headstones as requested by Funeral Home.
- Mowed, and edged lawns weekly during spring and summer months.
- Winterized irrigation system at Mountain Shadow Cemetery.

Miscellaneous

- Daily unlock and service of all public restrooms.
- Put up weekly event banners downtown.
- Collected garbage twice a week in all City parking lots, landscapes, and parks.
- Monthly fleet vehicle inspections.
- Twice weekly ran street sweeper early morning on a rotating street schedule throughout the City.

FISCAL IMPACT

No fiscal impact to the General Fund.