



## City of Sonora

*"Queen of the Southern Mines"*

94 North Washington Street  
Sonora, California 95370

<b>City Hall</b>	
Administration . . . . .	532-4541
Community Development . . . . .	532-3508
Finance . . . . .	532-4541
Human Resources . . . . .	588-8946
Opera Hall . . . . .	532-7725
Special Programs . . . . .	532-7725
<b>Fire</b> . . . . .	532-7432
<b>Police</b> . . . . .	532-8143
<b>Public Works</b> . . . . .	532-2922
Cemetery . . . . .	532-4492

Area Code 209  
[www.sonoraca.com](http://www.sonoraca.com)

## MEMORANDUM

**DATE:** November 19, 2018

**TO:** Honorable Mayor, City Council members

**FROM:** Timothy A. Miller, City Administrator 

**SUBJECT:** Tuolumne County Economic Development Authority – Discussion and Direction

### BACKGROUND

The City and County entered into a Joint Powers Agreement (Agreement) on September 15, 2008 to form an Economic Development Authority designated as the "Tuolumne County Economic Development Authority" (TCEDA). The Agreement was amended on November 15, 2011 to include a revision to Section 3.06 providing for the cancellation of regular monthly meetings with notice; and, the addition of Section 3.14 establishing voting requirements for the Governing Board. (See attached Agreement)

### DISCUSSION:

Over the past several months there have been numerous emails, letters, newspaper articles, public testimony, and etc., offering support and/or raising issues regarding the TCEDA. City staff previously expressed concerns over the TCEDA budget and the increasing amount of City contributions. More recently, the Grand Jury investigated the TCEDA and issued their report citing a number of findings.

Subjects that have been identified included the following:

- Transparency
- Oversight
- Accountability
- Performance
- Conflicts of Interest
- Compensation
- Expenses
- Return on Investment
- Options

City staff is soliciting direction from the Council whether to agendize for consideration the City's continued participation in the TCEDA; and, if so, what additional information the Council may need to assist with this decision. Per the Agreement, the City would need to provide written notice at least 180 days in advance of the upcoming fiscal year to withdraw. (See Section 8.02)

# **AMENDED JOINT POWERS AGREEMENT OF TUOLUMNE COUNTY ECONOMIC DEVELOPMENT AUTHORITY**

THIS JOINT POWERS AGREEMENT, is made and entered into this 15th day of November, 2011, by and between the COUNTY OF TUOLUMNE, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the CITY OF SONORA, California, a municipal corporation, hereinafter referred to as "CITY."

## **RECITALS:**

This Agreement is made with reference to the following facts:

**WHEREAS**, a foundational component of a healthy community is a healthy local economy. A healthy local economy provides for: 1) business and employment opportunities for its residents; and 2) the income needed to create, expand and sustain essential services provided by both private business and local government;

**WHEREAS**, creating a healthy economy that respects, acknowledges the value of and utilizes the community's history, heritage and natural resources results in a good quality of life for its residents;

**WHEREAS**, the parties hereto recognize the importance of a healthy economy and have established complimentary strategies to that end through adoption of the Economic Development Element of the Tuolumne County General Plan and Economics Element of the City of Sonora General Plan; and

**WHEREAS**, prior efforts related to economic development within the community have

faltered in recent years due to a lack of political and financial support. The parties hereto believe that the creation of a new economic development authority rooted in a partnership between themselves with participation from other segments of the community will provide the best means of overcoming the impediments of the past; and

**WHEREAS**, the COUNTY and CITY desire to unify and coordinate their efforts to create and sustain a healthy economy and healthy community by entering into this Agreement to provide for the joint exercise of their said powers in implementing this Economic Development Authority and to officially establish the structure of the GOVERNING BOARD of said joint powers agency; and

**WHEREAS**, such a Joint Powers Agreement is authorized by the provisions of Title I, Division 7, Chapter 5 (commencing with Section 6500) of the Government Code of the State of California which authorizes the joint exercise by agreement of two or more public agencies of any power common to them.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

#### ARTICLE I - DEFINITIONS

SECTION 1.01. GENERAL. Unless the context otherwise requires, the words and terms defined in this ARTICLE shall, for the purposes hereof, have the meanings herein specified.

SECTION 1.02. ACT. ACT means Title I, Division 7, Chapter 5 (commencing with Section 6500) of the Government Code of the State of California.

SECTION 1.03. ADMINISTRATIVE EXPENSE. Administrative expense means those sums of money required to be expended by the AUTHORITY from an administrative expense fund to be established and maintained by the AUTHORITY to finance those costs of administering this Agreement and for carrying out the powers and functions authorized in this Agreement.

SECTION 1.04. AUTHORITY. AUTHORITY means the TUOLUMNE COUNTY ECONOMIC DEVELOPMENT AUTHORITY created pursuant to this Agreement.

SECTION 1.05. FISCAL YEAR. Fiscal year means the period from July 1 to and including the following June 30.

SECTION 1.06. GOVERNING BOARD. GOVERNING BOARD means the GOVERNING BOARD of the AUTHORITY established pursuant to this Agreement.

SECTION 1.07. STATE. State means the State of California.

## ARTICLE II

### PURPOSE

SECTION 2.01. PURPOSE. It is the purpose of this Agreement to provide a united, coordinated, orderly, positive and more effective means for implementing and carrying into

execution an Economic Development Authority for the general benefit of all of the people of Tuolumne County, California.

SECTION 2.02. ECONOMIC DEVELOPMENT. The AUTHORITY is vested with the power to effectively implement, coordinate and administer general economic development programs within the County of Tuolumne, State of California, including the City of Sonora, in accordance with local, state and federal laws. General economic development programs shall include, but are not limited to: 1) business retention and expansion; 2) business attraction; 3) business assistance programs; 4) identification of appropriate locations for and creation of “shovel ready” commercial and industrial properties including but not limited to adaptive reuse; 5) support the creation, expansion and rehabilitation of public infrastructure needed to support and sustain local business and industry (e.g. roads, water, power, sewer, telecommunications, etc.); 6) assist with educational and training opportunities tailored to equip and support the community’s workforce; and 7) pursuit of funding sources to facilitate all of the above.

SECTION 2.03. ACTIONS CONSISTENT WITH GENERAL PLAN ELEMENTS. In carrying out its general mission of economic development, the goals, policies and implementation programs of the AUTHORITY shall be generally consistent with those contained in the Economic Development Element of the Tuolumne County General Plan and Economics Element of the City of Sonora General Plan.

## ARTICLE III

### FORMATION AND ORGANIZATION

SECTION 3.01. CREATION OF AUTHORITY. Pursuant to the ACT, there is hereby created a public entity to be known as the “TUOLUMNE COUNTY ECONOMIC DEVELOPMENT AUTHORITY.” The AUTHORITY is a public entity separate and apart from COUNTY and CITY and shall administer this Agreement, subject only to the restrictions that the CITY would have if it were administering and executing this Agreement.

SECTION 3.02. GOVERNING BOARD. The AUTHORITY shall be administered by a GOVERNING BOARD of seven (7) members comprised as follows: two (2) members shall be members of and designated by the Board of Supervisors of the COUNTY; two (2) members shall be members of and designated by the City Council of the CITY; and three (3) at-large members appointed by the CITY and COUNTY members of the GOVERNING BOARD. The GOVERNING BOARD shall be called the “GOVERNING BOARD OF THE TUOLUMNE COUNTY ECONOMIC DEVELOPMENT AUTHORITY.” All voting power of the AUTHORITY shall reside in the GOVERNING BOARD.

SECTION 3.03. GOVERNING BOARD MEMBER APPOINTMENT, VACANCIES AND REMOVAL. Each member of the GOVERNING BOARD shall serve at the pleasure of the authority that appointed that member. The appointed members from the Board of Supervisors of the COUNTY and the City Council of CITY shall cease to be members of the

GOVERNING BOARD when such members cease to hold office on the governing body of the authority that appointed those members. The Board of Supervisors and City Council may appoint alternates from their boards who can serve in the absence of their respective appointed members. Vacancies on the GOVERNING BOARD shall be filled by the respective appointing parties. Any member of the same GOVERNING BOARD of the AUTHORITY may be removed at any time in the same manner as that member was appointed.

SECTION 3.04. GOVERNING BOARD MEMBERS PROHIBITION ON EMPLOYMENT BY AUTHORITY. No person while serving as a member of the GOVERNING BOARD of the AUTHORITY shall be eligible to be appointed to any other salaried office or employment in the service of the AUTHORITY nor shall that member become eligible for such appointment within one (1) year after that member has ceased to be a member of the GOVERNING BOARD of the AUTHORITY.

SECTION 3.05. GOVERNING BOARD COMPENSATION. The members of the GOVERNING BOARD of the AUTHORITY shall not receive compensation from the AUTHORITY but may receive reimbursement for actual expenses for travel and other incidental expenses as may be authorized from time to time by said GOVERNING BOARD.

SECTION 3.06. REGULAR MEETING. The GOVERNING BOARD shall provide for its regular meetings; provided, however, that at least one regular meeting shall be held once each month unless the Governing Board cancels a meeting at a noticed regular meeting and publishes the cancellation at least five (5) days prior to the meeting.

SECTION 3.07. RALPH M. BROWN ACT. All meetings of the GOVERNING BOARD, including, without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the RALPH M. BROWN ACT (commencing with Section 54950 of the Government Code of the State of California).

SECTION 3.08. MINUTES. The Secretary of the AUTHORITY shall cause to be kept minutes of the meetings of the GOVERNING BOARD and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the GOVERNING BOARD.

SECTION 3.09. QUORUM. Four (4) members of the GOVERNING BOARD shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn, from time to time; provided that both of the following shall occur for the approval of any action of the GOVERNING BOARD: (a) the affirmative vote of at least four (4) members of the GOVERNING BOARD and (b) that there is at least one (1) vote on the prevailing side of each of the COUNTY and CITY.

SECTION 3.10. RULES. The GOVERNING BOARD of the AUTHORITY may adopt, from time to time, such rules and regulations for the conduct of its meetings and affairs as are necessary for the purposes hereof.



SECTION 3.11. OFFICE. The GOVERNING BOARD of the AUTHORITY may establish and maintain an office within the area as it deems will best facilitate the accomplishment of the objectives and purposes of the AUTHORITY.

SECTION 3.12. BOUNDARIES. The TUOLUMNE COUNTY ECONOMIC DEVELOPMENT AUTHORITY shall encompass all of the territory within the geographical boundaries of TUOLUMNE COUNTY, California.

SECTION 3.13. AUTHORITY OF PARTIES TO AGREEMENT. The delegation of certain powers to the AUTHORITY shall not affect or diminish the authority of any of the parties to this agreement. Each party to this agreement shall have and retain the authority, within a reasonable time after notice, to determine if the proposed project is in compliance with all rules, regulations, permits and standards within its jurisdiction as would apply to any other project.

SECTION 3.14. VOTING REQUIREMENTS. Both of the following shall occur for the approval of any action of the GOVERNING BOARD; (a) the affirmation vote of a majority of a quorum of the GOVERNING BOARD and (b) that there is at least one (1) vote on the prevailing side of each of the COUNTY and CITY.

ARTICLE IV - OFFICERS AND EMPLOYEES

SECTION 4.01. CHAIRMAN, VICE-CHAIRMAN AND SECRETARY. The GOVERNING BOARD shall elect a Chairman and Vice-Chairman and shall appoint a Secretary who may, but need not, be a member of the GOVERNING BOARD. The officers shall perform the duties normal to said offices; and

A. The Chairperson shall sign all contracts on behalf of the AUTHORITY in accordance with established financial policies and perform such other duties as may be imposed by the GOVERNING BOARD;

B. The Vice-Chairperson shall, and perform all of the Chairperson's duties in the absence of the Chairperson; and

C. The Secretary shall countersign all contracts on behalf of the AUTHORITY in accordance with established financial policies, perform such other duties as may be imposed by the GOVERNING BOARD, and keep minutes of all meetings and cause a copy of the minutes to be forwarded to each of the members of the GOVERNING BOARD and to COUNTY and CITY.

SECTION 4.02. DESIGNATION OF TREASURER AND AUDITOR-CONTROLLER.

The Treasurer-Tax Collector of COUNTY is hereby designated as the Treasurer of the AUTHORITY and as the depository to have custody of all of the money of the AUTHORITY from whatever source. The Clerk/Auditor-Controller of COUNTY is hereby designated as the Auditor-Controller of the AUTHORITY. The Treasurer and the Auditor-Controller shall have

the duties and obligations set forth in Government Code Sections 6505 and 6505.5 and shall assure that there shall be strict accountability of all funds and report of all receipts and disbursements of the AUTHORITY.

SECTION 4.03. BONDING PERSONAS HAVING ACCESS TO PROPERTY. From time to time, the parties hereto shall designate the public officers or persons having charge of handling or having access to any property of the AUTHORITY, and the respective amounts of the official bonds of the ECONOMIC DEVELOPMENT AUTHORITY and such other persona pursuant to Section 6505.1 of the ACT.

SECTION 4.04. LEGAL ADVISOR. The County Counsel of COUNTY is hereby designated the legal advisor to the AUTHORITY, who shall perform such duties as may be prescribed by the GOVERNING BOARD.

SECTION 4.05. OTHER EMPLOYEES. The GOVERNING BOARD shall have the power to appoint and employ such other officers, employees, consultants, advisors and independent contractors as may be necessary for the purposes hereof.

SECTION 4.06. COMPENSATION. The GOVERNING BOARD shall determine the compensation of, and pay from AUTHORITY funds (including payment from funds which the AUTHORITY may receive from time to time in the form of federal and state grants) the salaries, wages, fees and other compensation of such planning, engineering, legal, financial, or other technical and professional personnel, consultants, and other employees of the AUTHORITY.

SECTION 4.07. NON-CIVIL SERVICE. Nothing herein contained shall be construed as making the AUTHORITY a department of the COUNTY or CITY or as placing any of the officers, counsel, personnel, or employees of the AUTHORITY under any form of Civil Service or merit system or under any other form of specially protected employment right or status.

#### ARTICLE V – POWERS

SECTION 5.01. GENERAL POWERS. The AUTHORITY created by this Agreement shall exercise its general powers relating to economic development, subject only to the restrictions that the CITY would have if it were administering and executing this Agreement.

As provided in the ACT, the AUTHORITY shall be a public entity separate from the parties hereto. The AUTHORITY shall have the power to administer, carry out and implement economic development for Tuolumne County, California, and to further administer, coordinate, promote, carry out and implement the purposes of this Agreement as referred to in ARTICLE II hereof, and, in connection therewith, the AUTHORITY shall have the power to finance, acquire, construct, lease, operate and maintain project structures, buildings and facilities; all subject to the provisions of this Agreement.

SECTION 5.02. SPECIFIC POWERS. The AUTHORITY is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers for the purposes of this Agreement including, but not limited to, any or all of the following:

- A. To make and enter into contracts;
- B. To employ agents, employees, consultants, and independent contractors;

- C. To acquire, construct, manage, maintain or operate any buildings, works, or improvements
- D. To acquire, hold or dispose of real and personal property, or any interest therein, by deed, purchase, lease, contract, gift, devise, or otherwise;
- E. To sue and be sued in its own name, except as otherwise provided by law.  
The exercise by the AUTHORITY of the power to sue or be sued in its own name shall be subject to the restrictions on the exercise of such power applicable to CITY. An action to determine the validity of any Contract may be brought pursuant to Chapter 9 (commencing with Section 860), Title 10, Part 2 of the Code of Civil Procedure of the State of California.
- F. To incur debts, liabilities or obligations, provided that no debt, liability or obligation shall constitute a debt, liability or obligation of COUNTY or CITY;
- G. To apply for, accept, receive and disburse grants, loans and other financial assistance from any agency of the United States of America or of the State of California, or from any other public agency or from other sources, public or private, and expend such funds for the purposes set forth in this Agreement;
- H. To invest any money in the treasury, pursuant to Section 6505.5 of the ACT, that is not required for the immediate necessities of the AUTHORITY, as the AUTHORITY determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to

California Government Code Section 53600, et seq., as hereafter modified and supplanted;

- I. To carry out and enforce all the provisions of this Agreement;
- J. To contract for and obtain insurance against any insurable risk reasonably anticipated to result from the exercise of any powers or functions of the AUTHORITY or the performance of any duties by the officers and employees of the AUTHORITY;
- K. To make, adopt, amend, and repeal its bylaws, rules, resolutions, and procedural regulations not inconsistent with, and to carry into effect, the powers granted in and purposes of this Agreement;
- L. To perform such duties and functions as may be necessary or appropriate for the administration and coordination of federal or state assisted economic planning and development programs and projects within the geographical boundaries of Tuolumne County, California;
- M. To perform any and all acts necessary to participate in federal or state assisted economic development projects within the jurisdictional boundaries of the AUTHORITY, including, without limitation, applying for, accepting and administering grants or other financial assistance from the federal government, the state, or other public agencies, or from any other sources, public or private, for such economic development projects; to use and expend such funds for any of the purposes as described or referred to in this Agreement; and to enter into and carry out contracts or

agreements in connection therewith which are not inconsistent with the purposes and powers of the AUTHORITY as set forth in this Agreement; and

- N. To adopt a seal and alter it at its pleasure.
- O. To establish appropriate operating and special advisory committees to assist the AUTHORITY in carrying out the purposes of this Agreement as set forth in ARTICLE II and to assist the AUTHORITY in implementing economic development.

SECTION 5.03. RESTRICTIONS ON POWERS. The following specific restrictions on the powers and functions of the AUTHORITY shall apply and be observed by the AUTHORITY:

- A. The AUTHORITY shall have no taxing powers.
- B. The AUTHORITY shall not interfere in the internal affairs of a member entity.
- C. The AUTHORITY shall have no veto power over grant applications submitted to State or federal agencies by a member entity.
- D. The AUTHORITY shall have no eminent domain powers.

SECTION 5.04. CLAIMS. All claims and actions for money or damages against the AUTHORITY and its officers and employees are governed by Division 3.6 (commencing with Section 810) of Title I of the Government Code of the State of California. The AUTHORITY

shall be deemed a “public entity” within the meaning of Section 811.2 of Division 3.6 of Title 1 of said Government Code.

SECTION 5.05. INTERESTS IN CONTRACTS. The provisions of Article 4 (commencing with Section 1090), and Article 4.5 (commencing with Section 1100), Chapter 1, Division 4, Title 1 of the Government Code of the State of California prohibiting certain financial interests in public contracts shall apply to the officers, directors and employees of the AUTHORITY.

SECTION 5.06. ENFORCEMENT BY AUTHORITY. The AUTHORITY is hereby authorized to take any or all legal actions necessary and permitted by law to enforce this Agreement.

#### ARTICLE VI - METHOD OF PROCEDURE

SECTION 6.01. ASSUMPTION OF RESPONSIBILITIES. Upon completion of the initial organization of the GOVERNING BOARD and the appointment of the Secretary, the AUTHORITY shall proceed to carry out its duties and responsibilities as set forth in this Agreement and other economic development programs.

#### ARTICLE VII - FINANCIAL PROVISIONS

SECTION 7.01. FISCAL YEAR. The accounting year of the AUTHORITY shall be a fiscal year as defined in this Agreement.



SECTION 7.02. CONTRIBUTIONS. The COUNTY and CITY shall share the funding for the AUTHORITY using an annually updated averaging formula based fifty percent (50%) on taxable sales and fifty percent (50%) on assessed value data applicable to each jurisdiction. Any financial contributions other than that set forth above shall be made only upon official action by the governing board of such party hereto as may desire to make any further or additional contribution to the AUTHORITY.

While the base funding for the AUTHORITY will come from the COUNTY and CITY, the AUTHORITY will pursue funding from private parties, businesses and organizations with interest in economic development in order to further enhance and sustain the AUTHORITY and spread the funding responsibility of the AUTHORITY amongst all who might benefit from its services and programs.

The expenditure of funds contributed to the AUTHORITY shall be used only for ordinary administrative and operating expenses of the AUTHORITY and for payment of fees and costs incurred or to be incurred by the AUTHORITY for any economic development services, programs or projects implemented by the AUTHORITY.

SECTION 7.03. ADVANCES. In addition to the financial contributions required to be made by each party hereto as set forth in SECTION 7.02 above, each of the parties to this Agreement may advance to the AUTHORITY money in such sums as may be mutually agreed upon by such party and the GOVERNING BOARD of the AUTHORITY. An amount equal to all advances so made by each party, plus interest thereon at a rate to be mutually agreed upon by

the AUTHORITY and the party making such advance, shall be repaid by the AUTHORITY in cash. Repayment shall be made by the AUTHORITY at such time or times as the AUTHORITY and the party making such advance shall mutually agree at the time such advance is made.

SECTION 7.04. ANNUAL BUDGET.

- A. The GOVERNING BOARD of the AUTHORITY shall, on or before March 1 of each year, prepare and submit to each party hereto a budget estimate of the expense of conducting the AUTHORITY for the ensuing year.
- B. The budget estimate shall be in such form as the GOVERNING BOARD may prescribe using the guidelines of the California State Controller. The budget estimate shall contain a summary of the fiscal policy of the AUTHORITY for the budget year and shall include data showing the relation between the total proposed expenditures and the total anticipated income or other means of financing the budget for the ensuing year, contrasted with the corresponding data for the current year. The budget may be published with the County budget. The budget estimates may include unappropriated balance item to be available for appropriation in the ensuing fiscal year to meet contingencies other than contingencies resulting from temporary insufficiencies in the revenues of the AUTHORITY.

C. After submission of the budget estimate, the GOVERNING BOARD shall fix a time and a place for hearing by the GOVERNING BOARD thereon. The GOVERNING BOARD shall cause notice of such hearing to be published at least ten (10) days prior to the date set for hearing in a newspaper of general circulation in the area pursuant to Sections 6060 and 6061 of the Government Code of the State of California, and shall give mailed notice of such hearing to each party to this Agreement.

At the budget hearing the GOVERNING BOARD may increase or decrease any item in the budget estimate and may delete any item therefrom or add any new item thereto.

Upon the conclusion of the budget hearing and not later than June 1 of each year the GOVERNING BOARD shall approve the budget estimate as submitted to the parties hereto or as revised by the GOVERNING BOARD, and thereupon the same shall constitute the final budget for the ensuing fiscal year. The several items of the final budget shall be deemed appropriated for the ensuing fiscal year in the amounts and for the purposes specified in the final budget.

SECTION 7.05. RECORDS AND ACCOUNTS. The AUTHORITY shall cause to be kept accurate and correct books of account, showing in detail the costs of administration, bond interest, bond redemption, operation and maintenance, and all financial transactions of the AUTHORITY. Said books of account shall be open to inspection at all times by any

representative of any of the parties hereto, or by any accountant or other person authorized by any party hereto to inspect said books of account. The Auditor-Controller shall, in accordance with Section 6505 of the ACT, cause the books of account and other financial records of the AUTHORITY to be audited annually. The financial transactions of the AUTHORITY shall be accounted for separately and its records kept for the period of time required under applicable laws and regulations.

#### ARTICLE VIII – TERMINATION

SECTION 8.01. TERM. This Agreement shall be dated and effective the date of its last execution by the governing boards of the parties and shall continue until rescinded or terminated as provided herein.

SECTION 8.02. TERMINATION. The Agreement between the parties shall remain in effect unless and until either:

- A. One party, the COUNTY or CITY, provides written notice to the other that it is withdrawing from the Agreement. Notice of unilateral withdrawal of this type must be provided at least one hundred and eighty (180) days in advance of the start of an upcoming fiscal year. Unilateral withdrawal by one party will cause the dissolution of the AUTHORITY as a legal entity; or
- B. The governing boards of the COUNTY and CITY mutually agree to dissolution of the AUTHORITY as a legal entity.

If either A or B above occurs, all debts of and advances of AUTHORITY shall be paid, and then the property of AUTHORITY, whether real or personal, shall be divided among and distributed to the COUNTY and CITY in accordance with the share of funding formula in effect at the time as calculated under SECTION 7.02 of this Agreement.

#### ARTICLE IX - MISCELLANEOUS PROVISIONS

SECTION 9.01. NOTICES. Notices hereunder shall be sufficient if delivered to:

COUNTY - COUNTY ADMINISTRATOR  
COUNTY OF TUOLUMNE  
2 South Green Street  
Sonora, California 95370

CITY - CITY ADMINISTRATOR  
CITY OF SONORA  
94 N. Washington Street  
Sonora, California 95370

SECTION 9.02. AMENDMENT OF AGREEMENT. This Agreement may be amended by an agreement approved by all of the entities hereto. Approval of the GOVERNING BOARD of the AUTHORITY shall not be required for amendment of this Agreement.

SECTION 9.03. PARTIAL INVALIDITY. If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever, by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

SECTION 9.04. HEADINGS. The section headings in this Agreement are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

SECTION 9.05. CONSENT. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

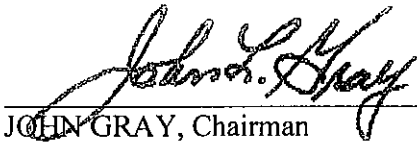
SECTION 9.06. LAW GOVERNING. This Agreement is made in the State of California under the constitution and laws of such State and is to be construed in accordance thereof.

SECTION 9.07. SUCCESSORS. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties.

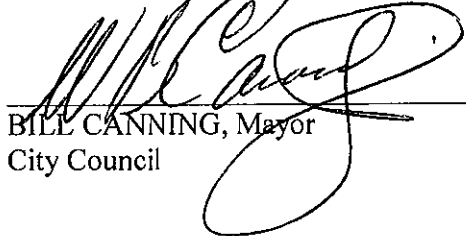
SECTION 9.08. NO DRAFTING PARTY TO AFFECT INTERPRETATION OF THE AGREEMENT. The COUNTY and CITY have jointly drafted, reviewed with counsel, and approved this Agreement so that no presumption against the COUNTY or CITY arising from the drafting of this Agreement may effect the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper duly authorized officers and their official seals to be hereto affixed, as of the day and year written above.

COUNTY OF TUOLUMNE

  
\_\_\_\_\_  
JOHN GRAY, Chairman  
Board of Supervisors

CITY OF SONORA

  
\_\_\_\_\_  
BILL CANNING, Mayor  
City Council


APPROVED AS TO LEGAL FORM:

  
\_\_\_\_\_  
GREGORY J. OLIVER, County Counsel

APPROVED AS TO LEGAL FORM:

  
\_\_\_\_\_  
RICHARD MATRANGA, City Attorney

ATTEST:

  
\_\_\_\_\_  
ALICIA L. JAMAR, Clerk of the Board

ATTEST:

  
\_\_\_\_\_  
MARYJANE CASSINETTO, City Clerk

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

By:   
\_\_\_\_\_  
ALICIA L. JAMAR  
Clerk of the Board