



City of Sonora

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Amendment No. 1 to Tourism Marketing Agreement

This Amendment No. 1 ("Amendment") to the Tourism Marketing Agreement is made and entered into as of the 21 day of September, 2026, by and between the **CITY OF SONORA**, a municipal corporation ("City"), and **Visit Tuolumne County** ("Consultant"). City and Consultant are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS:

- A. City and Consultant entered into that certain Tourism Marketing Agreement dated as of July 3, 2023 (the "Agreement"), under which Consultant provides tourism marketing services to the City for a term commencing July 1, 2023 and continuing until June 30, 2028.
- B. Section 4 of the Agreement provides that compensation to be paid to Consultant shall be 25% of the TOT, or \$150,000, and that in no event shall Consultant's compensation exceed \$150,000 without additional written authorization and amendments to the Scope of Services from the City.
- C. The Parties desire to amend the Agreement to remove the \$150,000 limitation on Consultant's compensation and to provide that Consultant's compensation shall be twenty-five percent (25%) of the TOT, without a fixed dollar cap or minimum, and to conform the method of payment accordingly.
- D. Section 17 of the Agreement provides that the Agreement may be modified or amended only by a written document executed by both Consultant and City.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AMENDMENT

1. Amendment of Section 4 (Compensation). Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

4. Compensation. Compensation to be paid to Consultant shall be twenty-five percent (25%) of the TOT. Reconciliation and payments will occur quarterly.
2. Amendment of Section 5 (Method of Payment). Section 5 of the Agreement is hereby deleted in its entirety and replaced with the following:

5. Method of Payment. The Consultant shall provide quarterly progress reports by September 30, December 31, March 31, and June 30. City will provide twenty-five

percent (25%) of the quarterly TOT payment by October 31, January 31, April 30, and July 31.”

3. Removal of Dollar Limitation. Any reference in the Agreement, in Exhibit A thereto, or in any annual Scope of Services established pursuant to Section 2 of the Agreement to a \$150,000 limitation on Consultant’s compensation, or to a \$37,500 minimum quarterly payment, is hereby deleted and shall be of no further force or effect. Nothing in this Amendment alters the Parties’ obligation under Section 2 of the Agreement to mutually evaluate and define the Scope of Services each year by June 1st, nor the City’s rights under Section 6 (Extra Work) of the Agreement.
4. Effective Date. This Amendment shall be effective as of July 1, 2026 (the “Effective Date”), and shall apply to all TOT for the fiscal year commencing July 1, 2026 and for the remainder of the term of the Agreement. Compensation for services performed prior to the Effective Date shall remain governed by the Agreement as it existed prior to this Amendment.
5. Remaining Terms Unaffected. Except as expressly modified by this Amendment, all terms, conditions, and provisions of the Agreement, including Exhibit A, remain unchanged and in full force and effect, and are hereby ratified and confirmed by the Parties. In the event of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control.
6. Defined Terms. Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Agreement. From and after the Effective Date, all references to the “Agreement” shall mean the Agreement as amended by this Amendment.
7. Authority. Each Party warrants that the individuals who have signed this Amendment have the legal power, right, and authority to make this Amendment and to bind each respective Party.
8. Counterparts. This Amendment may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the Parties when at least one copy hereof shall have been signed by both Parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be executed on the date first written above.

CITY OF SONORA:

VISIT TUOLUMNE COUNTY:

By: _____

By: _____

Chris Gorsky,
Title: City Administrator

Lisa Mayo,
Title: President & CEO

ATTEST:

City Clerk