



## City of Sonora

94 N. Washington Street  
Sonora, CA 95370  
(209) 532-4541  
[sonoraca.com](http://sonoraca.com)

---

This Professional Services Agreement ("Agreement") is made and entered into as of the 4th day of February, 2025, by and between the **CITY OF SONORA**, a California municipal corporation ("City") and Przybyla Advisors, a sole proprietor ("Consultant"). City and Consultant may herein be referred to individually as a "Party" and collectively as the "Parties." There are no other parties to this Agreement.

### RECITALS:

- A. City seeks to hire an independent contractor to complete an economic development plan for the City (the "Project").
- B. Consultant is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and
- C. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. City desires to retain Consultant to render professional services as set forth in this Agreement.

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

### AGREEMENT

1. Recitals. The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 34 of this Agreement, Section 1 through 34 shall prevail.
2. Scope of Services.  
Consultant shall perform the services described on Exhibit A, which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time.
3. Term. The term of this Agreement shall be one (1) year and will commence on the execution of this Agreement and terminate on February 4th, 2026 ("Term") unless the Term is extended by the City in writing or the Agreement is terminated earlier pursuant to this Agreement.

4. Extension of Agreement. City may elect to extend this Agreement for two additional one (1) year terms, on the same terms and conditions, upon issuing written notice to Professional thirty (30) days prior to the expiration of this Agreement.

4. Compensation. Compensation to be paid to Consultant shall be no more than **\$50,000**, including any reimbursable expenditures. In no event shall Consultant's compensation exceed \$50,000 without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

5. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant shall be paid a rate of \$125 per hour. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

6. Reimbursable Expenditures. City shall pay Consultant for reimbursable expenses such as printed materials for meetings, public outreach, task deliverables, and other items incurred related to Professional's performance of the Services. Such reimbursable costs shall be invoiced and billed to City with the monthly billings, provided that in no event shall reimbursable expenses exceed one thousand Dollars (\$1000) per month.

7. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City. City may, by written order, authorize Extra Work by modifications to the Services described in Exhibit A. If such modifications cause an increase in the cost or time required for performance of Consultant's Services, the Parties shall enter into a written amendment to this Agreement to adjust the Services and the compensation to be paid to Consultant. The Services shall not be revised unless City and Consultant mutually agree to a written amendment to this Agreement reflecting such revisions, additional compensation, or such other terms or conditions mutually agreed upon by the Parties. Except as specified above, Consultant shall not be compensated for work outside the Services described in this Agreement.

8. Termination. City shall have the right to terminate this Agreement at any time for its convenience by giving notice of such termination to Consultant ("Termination"). In the event City shall give such notice of termination, Consultant shall cease rendering Services upon receipt of said notice given as required in this Agreement. If City terminates this Agreement:

(a) Consultant shall deliver copies of all Products (defined below) prepared by it pursuant to this Agreement.

(b) If City terminates this Agreement for convenience before Consultant commences any Services hereunder, City shall not be obligated to make any payment to Consultant. If City terminates this Agreement after Consultant has commenced performance under this Agreement, City shall pay Consultant the reasonable value of the Services rendered by Consultant pursuant to this Agreement prior to termination of this Agreement. City shall not in any manner be liable for Consultant's actual or projected lost profits had Consultant completed the Services. Consultant shall furnish to City such financial information that is necessary to determine the reasonable value of the Services rendered by Consultant prior to termination.

(c) Except as provided in this Agreement, in no event shall City be liable for costs incurred by or on behalf of Consultant after the date of the notice of termination.

(d) Notwithstanding this Section, this Agreement may be terminated by City for cause based on the loss or suspension of any licenses, permits or registrations required for the continued provision of the Services, or Consultant's malfeasance. Termination of the Agreement for cause as set forth in this Section shall relieve City from compensating Consultant.

9. Cancellation for Breach by Either Party. Should either Party fail to substantially perform its obligations in accordance with the provisions of this Agreement, the other Party shall thereupon have the right to cancel the Agreement by giving written notice and specifying the effective date of such cancellation. If City cancels this Agreement for breach and it is subsequently determined that Consultant did not fail to substantially perform its obligations in accordance with this Agreement, then cancellation for breach by City shall be deemed, and treated, as termination for convenience.

Neither Party waives the right to recover damages against the other for breach of this Agreement, including any amount necessary to compensate City for all detriment proximately caused by Consultant's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Consultant.

City shall not in any manner be liable for Consultant's actual or projected lost profits had Consultant completed the Services required by this Agreement.

10. Ownership of Documents. Any and all work, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications, drawings, diagrams, surveys, source codes, professional or technical information or data, photographs, notes, letters, emails or any original works of authorship created by Consultant or its subcontractors or subcontractors in connection with Services performed under this Agreement ("Products") shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of City. In the event it is ever determined that any Product created by Consultant or its subcontractors, or subcontractors under this Agreement, are not works for hire under U.S. law, Consultant hereby assigns all copyrights to such Products to City. With the prior written approval of City's point of contact for the Project, Consultant may retain and use copies of such Products for reference and as documentation of its experience and capabilities.

All Products shall become the property of City irrespective of where located or stored, and Consultant agrees to deliver all such documents and information to City, without charge and in whatever form it exists, on the completion of the Consultant's Services hereunder. Consultant shall have no ownership interest in such Products.

All work product of Consultant under this Agreement, including written information which City will cause to be distributed for either internal or public circulation, including both preliminary and final drafts, shall be delivered to City in both printed and electronic form.

Upon the conclusion of the Term or in the event of Termination, Consultant agrees, at its expense and in a timely manner, to return to City all documents, drawings, photographs and other written or graphic material, however produced, that it received from City, its contractors, or agents, in connection with the performance of its Services under this Agreement. All materials shall be returned in the same condition as received.

11. Consultant's Books and Records.

- a. Consultant and subconsultants, shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant and subconsultants, shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Auditor, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

12. Independent Contractor. At all times during the Term, Consultant shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Consultant performs the Services required under this Agreement. Consultant shall be liable for its acts and omissions and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained herein shall be construed as creating an employment, agency, or partnership relationship between City and Consultant. City shall have the right to control Consultant only insofar as the result of Consultant's Services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Consultant accomplishes Services rendered pursuant to this Agreement. 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 shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

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

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

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation, or counsel.

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

15. Compliance with Laws. Consultant shall observe and comply with all applicable laws, ordinances, codes, regulations, and permits of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the Americans with Disabilities Act, any copyright, patent, or trademark law, and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Consultant must be in accordance with these laws, ordinances, codes, and regulations, including the administrative policies and guidelines of City pertaining to the work. Consultant's failure to comply with any laws, ordinances, codes, or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

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

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

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

18. Liability of City. 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.

19. Insurance Requirements.

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

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall certify in writing that Consultant shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and if Consultant should become subject to the workers' compensation provisions of section 3700 of the Labor Code, Consultant shall immediately comply with those provisions and obtain Workers' Compensation Insurance and Employer's Liability Insurance as required above.

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

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

- iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single limit per occurrence basis.
- b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A: VII and shall be endorsed with the following specific language:
  - i. The City, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.
  - ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute to it.
  - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
  - iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees, or agents.
  - v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
  - vi. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.
- c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the Term of this Agreement.

20. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first-class mail. Any such notice shall be addressed to the other party at the address set forth below. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Notices given by prepaid, first-class mail shall be deemed to have been given and received forty-eight (48) hours after the letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail.

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

Courtesy copy to: White Brenner LLP  
1608 T Street  
Sacramento, CA 95811  
Attn: Douglas White

If to Consultant: Przybyla Advisors  
914 Highlands View Dr  
Sonora, CA 95370  
[Coleprzy@gmail.com](mailto:Coleprzy@gmail.com)  
209.679.4963  
Attention: Cole Przybyla

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

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

23. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of the other Party. An agreement made in violation of this provision shall confer no rights on any Party and shall be null and void.

24. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement. 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 state certification 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. All rights and remedies of City, whether under this Agreement or applicable law, shall be cumulative.

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

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

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

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

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

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

31. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, age, or any other protected category. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Consultant

shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

32. Confidentiality. Consultant understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City ("Confidential Information").

Consultant shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Consultant written authorization to make any such disclosure, Consultant shall do so only within the limits and to the extent of that authorization. Consultant may be directed or advised by the City's attorney on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project and, in such event, Consultant agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

Notwithstanding the foregoing, Consultant may disclose Confidential Information required to be disclosed under law, provided that, prior to disclosure, Consultant shall first give notice to City and make a reasonable effort to obtain a protective order requiring that City's Confidential Information not be disclosed. This exception is limited to the extent disclosure is required under law.

33. Payment of Taxes and Other Expenses. Payment of any taxes, including California sales and use taxes, levied upon this Agreement, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Consultant.

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

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

**CITY OF SONORA:**

**PRZYBYLA ADVISORS**

By: \_\_\_\_\_  
Melissa Eads  
City Administrator

By: \_\_\_\_\_  
Cole Przybyla

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Tracy Skelly, City Clerk

\_\_\_\_\_  
Douglas White, City Attorney

# EXHIBIT A

## SCOPE OF SERVICES

### Work Plan

#### Approach, Methods, and Procedures:

The proposed approach for the City of Sonora's economic development initiative is designed to guide the planning process from initial scoping and data collection to the implementation of a comprehensive, actionable plan. The framework is segmented into six key components that represent a strategic, phased approach, ensuring that every aspect of the City's economic goals is addressed and in alignment with stakeholder input.

This approach is more than just a plan; it is a dynamic process that will evolve through continuous collaboration with the City, local businesses, and community members. The six components represent distinct phases of work, beginning with a thorough planning phase and culminating in long-term implementation and ongoing evaluation. Each phase builds upon the previous one, ensuring that the final City of Sonora Economic Development Plan is grounded in data, shaped by public input, and designed for sustainable success.

By progressing through these components, Consultant will ensure that all desired services are integrated and that new opportunities are identified through joint scoping sessions. This process will ultimately result in a tailored economic development strategy that reflects Sonora's unique strengths and aspirations.

#### Proposed Six-Component Planning Approach

##### Data Gathering & Analysis:

- **Kickoff Meetings:** The Project will commence with a series of in-person and hybrid scoping meetings in January 2025, engaging a broad spectrum of stakeholders, including City officials, local businesses, community advocacy groups, government entities, and utility providers. These discussions will serve to gather insights into the community's economic needs and establish a collaborative approach for the Project. These sessions will ensure that all stakeholder perspectives are accounted for and lay the groundwork for targeted and meaningful economic initiatives.
- **Stakeholder Interviews & Surveys:** Engaging directly with local businesses, community leaders, and residents will be central to Consultant's approach. Consultant will prioritize qualitative data collection through interviews and surveys, focusing on key issues like the labor market, business mix, workforce needs, and opportunities for growth. This process will inform the development of tailored strategies and ensure that community-specific challenges are addressed.
- **Market and Demographic Analysis:** By leveraging local demographic, workforce, and economic data, Consultant will assess Sonora's economic potential. This includes a thorough review of workforce alignment, the local real estate market, and

opportunities for both commercial and industrial growth. A dedicated analysis of vacant properties will be conducted to inform a comprehensive Vacant Properties Database aimed at attracting new businesses and expanding existing ones.

#### Assessment & Development of Business Incentive Programs:

- **Review of Current Incentives:** Consultant will perform a detailed review of existing business incentive programs, assessing their effectiveness and identifying gaps or opportunities for enhancement. This includes evaluating any financial incentives, tax relief programs, or other efforts aimed at supporting local economic growth.
- **Incentive Recommendations:** Based on Consultant's findings, Consultant will recommend and design new or improved incentive programs, including the potential introduction of a "Use Local First" program. This program would encourage businesses and residents to prioritize local vendors and services, further bolstering Sonora's economy.
- **Financial Feasibility Analysis:** To ensure the sustainability and impact of these programs, Consultant will conduct cost-benefit analyses to validate the return on investment for the City. These analyses will help to ensure that the incentive programs remain fiscally responsible while driving meaningful economic development.

#### Marketing and Public Engagement:

- **Marketing Collateral Development:** Consultant will develop professional marketing tools, including the creation of a "Welcome to Sonora" package. This will provide businesses with essential resources for setting up in the City, such as information on business licensing, tenant improvements, design review processes, and signage approval. Additionally, Consultant will devise targeted digital and public relations strategies to promote Sonora as a vibrant economic hub for new and expanding businesses.
- **City Beautification & Public Art Initiatives:** To enhance the aesthetic appeal and economic vitality of the downtown area, Consultant will coordinate public art, signage, and landscaping projects as part of a larger city beautification campaign. Consultant's team will collaborate with stakeholders on the Vision Sonora initiative to create inviting public spaces that reflect the City's rich heritage while promoting business and tourism.

#### Legislative and Policy Review:

- **Ordinance and Code Review:** Consultant will examine and recommend updates to the City's municipal codes and ordinances with a focus on streamlining the business licensing, permitting, and zoning processes.
- **Legislative Monitoring:** Consultant will also monitor state and federal legislation relevant to economic development, ensuring the City remains compliant and can capitalize on new

opportunities. This includes evaluating policies for accessing grants, incentives, or infrastructure improvements that could further bolster Sonora's economic potential.

#### Grant Funding Identification and Management:

- Grant Research and Application: Consultant will actively seek out grant opportunities to support the City's economic development initiatives, including funding for infrastructure, public art, and business incentive programs. Additionally, Consultant can consider how Consultant can draft, submit, and manage these grant applications to maximize Sonora's access to external funding.

#### Key Performance Indicators (KPIs) Development & Ongoing Evaluation:

- Performance Metrics: KPIs will be established to measure the success of the implemented programs, such as tracking the number of new business openings, vacancy rate reductions, community engagement levels, and overall economic growth. These metrics will provide the City with ongoing insights into the effectiveness of its development strategies.
- Plan Evaluation and Adjustments: The economic development plan will be continuously monitored, with regular evaluations to measure progress against KPIs. Based on these evaluations, adjustments will be made to ensure the City's long-term economic sustainability and adaptability to changing market conditions.

#### Year One Activities: (including but not limited to)\*\*

Three Year Strategic Plan for Economic Development  
Vacant Properties Index  
Welcome to Sonora Package  
Locals First Ordinance  
Identify Grant Funding Opportunities  
Submittal of at Least One Grant (Dome Property—CDBG)  
Parking Signage Plan Implementation  
City Beautification Award Program

#### Year Two Activities:

Strategic Growth Plan-Annexation, Incorporate into General Plan  
Cannabis Distribution Ordinance  
Business Attraction/Expansion/Retention Activities  
Submittal of at Least One Grant  
Grant Management (if awarded)

#### Year Three Activities:

Economic Development Element—General Plan  
Grant Management  
Business Recruitment

**\*\* City Reserves the right, in consultation with consultant to move activities within projected years of delivery (or add/delete strategies as necessary)**