SUBJECT: Approval of An Agreement with the Tule River Tribal Council to Establish An Intergovernmental Coordinating Committee for Common Issues Affecting Southeastern Tulare County

SOURCE: CITY MANAGER

The Council has previously authorized two of its members to meet with representatives of the Tule River Tribal Council to discuss issues of mutual interest. After discussion, these matters of mutual interest included the SR 190 destination resort/casino; Location of the Giant Sequoia National Monument Visitor’s Center; Reactivation of the Pow Wow; Airport development issues; Economic development matters; Recreation; and, joint technical assistance.

The approach envisioned by the Committee to consider these matters would be through presentations and discussions at quarterly meetings, and also field trips to review facilities.

The purpose of the Committee is to improve coordination between the governments, and to develop background for recommendations to respective governing bodies. The Committee (with a proposed identifier of STIG) has no power and authority. It contains no delegation from the Council other than the ability to meet, talk, and formulate recommendations.

Already, an indirect result of the effort has been the formulation and submission of a joint grant application (along with the Sierra View Hospital District) for a grant to begin the process for the improvement of SR 190.

RECOMMENDATION: Approve the Agreement creating the Southeastern Tulare County Intergovernmental Coordinating Committee (STIG).
AGREEMENT CREATING
SOUTHEASTERN TULARE COUNTY INTERGOVERNMENTAL COORDINATING
COMMITTEE (STIG)

THIS AGREEMENT made and entered into this ________ day of November, 2002, by and between the Tule River Tribal Council (hereinafter “Council”) and Porterville City Council (hereinafter “City”).

WITNESSETH

WHEREAS, the parties hereto recognize that there are issues of mutual interest and that regular, quarterly meetings as well as special meetings, when called, would serve as a forum for discussion of these mutual interests; and

WHEREAS, the parties hereto intend by this Agreement to create an advisory committee known as the Southeastern County Intergovernmental Coordinating Committee (hereinafter referred to as STIG in order to provide recommendations for consideration and action to the Tule River Tribal Council and the Porterville City Council with regard to issues of mutual interest; and

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE 1. Objective. STIG intends to pursue or engage in discussions not limited to the following topics:

A. Development of a Highway 190 Destination Resort/Casino;

B. Location of the Giant Sequoia National Monument Visitor’s Center in the Porterville area;

C. Reactivation of the Pow Wow;

D. Airport development and cooperation in accordance therewith, including possibility of re-establishing the “Moonlight Fly-In,”

E. Economic development;

F. Recreational opportunities;

G. Joint technical assistance issues;

H. Participation in a field trip to review Tribal and City Projects relative to economic development, Tribal projects at the Reservation, and the Porterville Airport; and
I. Any other topics found to be of mutual interest to the parties.

ARTICLE 2. Definitions.

A. “Committee” means the member-representatives selected by the parties represented herein and pursuant to this Agreement to administration and execution of this Agreement.

B. “STIG” means the Southeastern Tulare County Inter Governmental Coordinating Committee.

ARTICLE 3. Organization

A. Members. The initial Committee shall consist of four (4) members of which two (2) members shall be appointed by the Tule River Tribal Council from its governing body, and two (2) members who shall be appointed by the Porterville City Council from its governing body. Each of said Committee members shall serve at the pleasure of the governing body of the appointing agency. Any change in the appointment of a member shall be at the sole discretion of the governing body of the appointing agency.

B. Vote Required. A majority vote of the Board shall be required for the adoption of a recommendation.

C. Meetings of the Committee. The Committee shall hold at least one regular meeting each quarter. Regular meeting agendas shall be posted at the City at least 72 hours prior to the meeting. Agendas for special meetings shall be posted at the City at least 24 hours prior to the meeting. The Board shall cause minutes of all meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Committee and to each party. A majority of the Committee shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time.

ARTICLE 4. Withdrawal and Termination of Membership. This Agreement may be terminated upon the written request of any governing body of either party upon delivery to the other party.

ARTICLE 5. Amendments. This Agreement may be amended by the affirmative vote of the governing bodies of the parties.

ARTICLE 6. Notices. All notices to parties shall be deemed to have been given when mailed to the governing body of each party.

ARTICLE 7. Severability. Should any part, term, or provision of this agreement be declared by the courts to be illegal or in conflict with any law of the State of California, or
otherwise be rendered unenforceable or void, the validity of the remaining portions or provisions shall not be effective thereby.

IN WITNESS THEREOF, the parties hereto cause this Agreement to be executed and attested by the proper officers duly authorized.

TULE RIVER TRIBAL COUNCIL

By:______________________________

ATTEST:

______________________________

CITY OF PORTERVILLE

By:______________________________

Gordon T. Woods, Mayor

ATTEST:

______________________________

John Longley, City Clerk