



# Board of Directors Meeting

March 17th, 2022

Zoom: <https://sonomacounty.zoom.us/j/83043446159>

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March 17th, 2022 | Sonoma Mendocino Economic Development District | Board of Directors Meeting

Agenda

**1. CALL TO ORDER**

Chair

CONSISTENT WITH THE PROVISIONS OF AB 361, MEMBERS OF THE BOARD OF DIRECTORS WILL PARTICIPATE IN THE MONTHLY MEETING BY TELECONFERENCE. IN PERSON PARTICIPATION BY THE PUBLIC WILL NOT BE PERMITTED AND NO PHYSICAL LOCATION FROM WHICH THE PUBLIC MAY ATTEND THE MEETING WILL BE AVAILABLE. REMOTE PUBLIC PARTICIPATION DETAILS ARE LISTED AT THE TOP OF THIS AGENDA.

Should you want to submit public comment, do so by email before the Board Meeting is called to order. Please state the agenda item number that you are commenting on and limit written comments to three hundred (300) words or less. Comments can be sent to [bradley.johnson@sonoma-county.org](mailto:bradley.johnson@sonoma-county.org). Written comments received prior to the meeting you wish to comment on will be read into the record.

**2. ROLL CALL**

Secretary

Jon Frech  
 Mary Anne Petrillo (Chair)  
 Paul Garza  
 Lisa Badenfort (Vice-Chair)  
 Robin Bartholow  
 Jeff Kelly  
 Mike Nicholls

**3. OPEN TIME FOR PUBLIC EXPRESSION**

Chair

This is an opportunity for any member of the public to briefly address the Board on any matter that does not appear on this agenda and is restricted to matters within the Board's jurisdiction. Items that appear to warrant a more-lengthy presentation or Board consideration may be placed on the agenda for discussion at a future meeting. Please limit comments to three hundred (300) words. To express a public comment virtually, please use the raise hand feature if joining by computer, or press \*9 if joining by phone.

**4. AGENDA ADJUSTMENTS – DISCUSSION/ACTION**

Chair

(If action; open for public comment)

**5. STATEMENT OF CONFLICT OF INTEREST**

Chair

This is the time for the Board of Directors to indicate any statements of conflict of interest for any item listed on this agenda.

5 min

**6. CONSENT ITEMS – DISCUSSION/ACTION**

Chair

(If action; open for public comment)

a. Approval of Previous Board Meeting Minutes

a. DRAFT 2.17.2022 SMEDD BOD Meeting Minutes.docx - 4

15 min

**7. FINANCIAL REPORT – DISCUSSION/ACTION**

Fiscal Analyst

(If action; open for public comment)

a. Monthly Financial Report - 8

The district's fiscal analyst will provide a monthly financial report to the board.

b. Monthly Reimbursement Request - 10

The Board will vote to reimburse the County of Sonoma for staff time and contractual expenditures that supported SMEDD activities in the amount of \$5,819.89 during the month of February 2021

15 min	<p><b>8. Comprehensive Economic Development Strategy Contract - DISCUSSION/ACTION</b>  The SMEDD Board will review Marie's estimate for the CEDS work and vote on moving forward with her estimate to complete the work. (If action; open for public comment)</p> <p style="padding-left: 40px;">a. Marie Jones Estimate for CEDS Work.docx - 12</p>	Chair
90 min	<p><b>9. AD HOC COMMITTEE REPORTS - DISCUSSION/ACTION</b>  Ad Hoc Committees will report to the Board on recent progress. (If action; open for public comment)</p>	Chair
15 min	<p><b>a. CEDS Strategy Committee Update</b>  The CEDS Strategy Committee members and staff will report to the Board on progress made to create a Comprehensive Economic Development Strategy.</p> <p style="padding-left: 40px;">a. CEDS Strategy Committee Report 3.17.22.docx - 13</p>	Ad Hoc Chair
15 min	<p><b>b. District Financials/Budget Ad Hoc</b>  The Board will discuss the current status of the Financials/Budget Ad Hoc with the District's fiscal analyst to determine ongoing needs to maintain this ad hoc or similar group for operational purposes.</p>	Ad Hoc Chair
60 min	<p><b>c. Restructuring and Planning Grant - Discussion</b></p> <p style="padding-left: 40px;">a. SMEDD Finance Ad Hoc Summary JPA-MOU options and timeline.docx - 14</p> <p style="padding-left: 40px;">b. Joint Powers Agreeent - CA Code.pdf - 16</p> <p style="padding-left: 40px;">c. Sonoma-mendocino-economic-development-district-joint-powers-of-agreement (1).pdf - 21</p>	Chair
15 min	<p><b>10. Designation of District Manager - Discussion/Action</b>  The board will discuss the transition of district management roles away from Calvin Sandeen. (If action; open for public comment)</p> <p style="padding-left: 40px;">a. District Manager Job Description.docx - 29</p>	Chair
5 min	<p><b>11. STAFF UPDATE - DISCUSSION</b>  Staff will provide a report to the board on recent district activities and work accomplished.</p>	District Manager
	<p><b>12. SUGGESTED AGENDA ITEMS FOR NEXT BOARD MEETING – DISCUSSION</b></p>	Chair
	<p><b>13. MEETING ADJOURNMENT - ACTION</b></p>	Chair



## Board of Directors Meeting Minutes

February 17th, 2022

Zoom:

Call In: 1 (669) 900-9128 | Meeting ID: 81562264970 | Passcode: 857518

### 1. REGULAR SESSION CALL TO ORDER AT 10:01 a.m.

**2. ROLL CALL: Present:** Sonoma: Lisa Badenfort, Mike Nicholls, Robin Bartholow, Jeff Kelly  
Mendocino: Mary Anne Petrillo, Paul Garza **Absent:** Jon Frech (joined at 10:07 a.m.)

**Staff present:** Sonoma: Bradley Johnson, Calvin Sandeen, Ethan Brown, Rebecca Heinze  
Mendocino: Robert Gernert, Stacey Caico

### 3. PUBLIC EXPRESSION

Pamela Patterson suggested the SMEDD Board put in place practices to follow the Brown Act to save time and anguish. Specifically, she referenced the verbiage on the meeting agenda requiring public submit their comments in writing, in 300 words or less to the SMEDD Dist. Administrator. She said this is not allowed under the Brown Act, the public needs to be able to call in. The time of this meeting wasn't posted online, and she was unable to access the meeting agenda to review prior to the meeting. She sent the SMEDD Dist. Administrator, Calvin an email regarding her concerns but didn't receive a response.

Calvin responded apologizing that he didn't receive an email from Pamela. He explained the last meeting was a "special meeting" and public comment was an oversight.

Corrections will be made moving forward and the full agenda packet will be posted online, including all the attachments.

### 4. AGENDA ADJUSTMENTS- None

### 5. STATEMENT OF CONFLICT OF INTEREST- None

### 6. CONSENT ITEMS

\*Note: Jon Frech joined the meeting at 10:07 a.m.

**Motion by:** Mike Nicholls to approve consent items; SMEDD Board meeting minutes from 1.20.2022 and 1.27.2022.

**Seconded by:** Jeff Kelly

**Public comment:** None

**Roll call:** Jon Frech yes, Mary Anne Petrillo yes, Paul Garza yes, Lisa Badenfort yes, Robin Bartholow yes, Jeff Kelly yes, Mike Nicholls yes.

**Motion passed**

## 7. FINANCIAL REPORT

- Rebekah Heinze reported out on the monthly financial report for January. Quarterly interest earned in the 2<sup>nd</sup> quarter is \$158.00.
- Sonoma County is requesting reimbursement of \$9,361.99 for the month of January. \$1,769.03 from the Supplemental grant for staff support and \$7,592.96 from the Planning grant.

Several Board members commented they appreciated the Expenditure categories broken out, separating the Supplemental, from the Planning grant funds. Questions were raised as to why the District Administrator didn't have hours to reimburse? Calvin explained he was misinformed about the remaining funds available in the Supplemental grant so he wasn't charging his time to SMEDD in January. He will meet with Rebekah offline to review his time spent on SMEDD activities in January which would result in a subsequent request for reimbursement for his time, later.

**Motion by:** Mike Nicholls to approve the January financials.

**Seconded by:** Paul Garza

**Public comment:** None

**Roll call:** Jon Frech yes, Mary Anne Petrillo yes, Paul Garza yes, Lisa Badenfort yes, Robin Bartholow yes, Jeff Kelly yes, Mike Nicholls yes.

**Motion passed**

## 8. AD HOC COMMITTEE REPORTS

### a) 2021 Comprehensive Economic Development Strategy (CEDS) Ad Hoc-

Bradley Johnson reported out the EDA is pleased with the formation of the CEDS Strategy Committee. As of today, 6 have confirmed and he is awaiting 2 additional responses and is pleased with the representation from both counties. He received confirmation from EDA that we can use Marie Jones Consulting to finish the CEDS. Marie's workplan was reviewed and timelines discussed.

**Motion by:** Paul Garza that the CEDS Strategy Committee as currently composed, become a subcommittee of SMEDD.

**Seconded by:** Mike Nicholls

**Public comment:** None

**Roll call:** Jon Frech yes, Mary Anne Petrillo yes, Paul Garza yes, Lisa Badenfort yes, Robin Bartholow yes, Jeff Kelly yes, Mike Nicholls yes.

**Motion passed**

**b) District Financials/Budget Ad Hoc-**

Jeff Kelly reported the Budget Ad Hoc committee came together to discuss; Fiscal Agency Sponsorship, EDA Supplemental Grant Funds, the EDA Planning Grant application and the transition of the new EDA Representative, Ethan Fogg.

Remaining funds in MOU:      Supplemental = \$77,822.58  
   Planning in MOU= \$39,799.89  
   Undesignated Supplemental funds= \$183,984.46

*No action needed at this time.*

**9. SMEDD ORGANIZATIONAL RESTRUCTURE 11:04 a.m.**

The Board discussed various topics pertaining to the restructuring of SMEDD to optimize its regional impact and the services provided. Chair Petrillo shared a PowerPoint presentation with information on what the EDA requires and possible models to consider. The Board observed most other EDD's have additional revenue streams and business activities. The Board discussed how the current MOU structure was a concern for the EDA and the immediate need to have plans in place for a transition into a new model. Board members will continue to do research on various structures with the intent of a full Board discussion in March. Jeff Kelly will arrange a Finance ad hoc meeting to research the Fiscal Sponsorship role and job duties defined. Ethan Brown will work with staff to create an outline of the cause and effects of proposed changes, including timelines for the Board to review. Chair Petrillo and Vice Chair Baddenfort will work with staff on the agenda and planning a special board meeting to discuss the restructuring options and decide on the new structure.

*NOTE: Jon Frech left the meeting at 12:08 p.m.*

**Motion by:** Garza, it is the intent of the SMEDD Board to terminate the MOU and request amendment or dissolution of the current JPA.

**Seconded by:** Robin Bartholow

**Public comment:** None

**Roll call:** Mary Anne Petrillo yes, Lisa Badenfort yes, Paul Garza yes, Robin Bartholow yes, Jeff Kelly yes, Mike Nicholls yes, Jon Frech left the meeting at 12:08

**Motion passed**

**10. STAFF UPDATE**

**Calvin Sandeen**

- Sandeen asked the Board about honoring Paul Castro and Katrina Kessen for their time spent on the SMEDD Board. The Board discussed what has been done in the past and it was decided, Chair Petrillo will send them a personal note thanking them for their service.
- Sandeen informed the Board he is the SMEDD Filing Officer and Form 700's (Conflict of Interest) are going out. Please complete and return the form to him by April 1st to avoid possible fines.
- Sandeen reported development on Broadband efforts with California's 6 billion dollar investment in Broadband services for a Middle Mile Network. Our region, specifically Mendocino County, is being spotlighted. He is working with Jeff Tyrell submitting data to the State and engaging with local tribes. This work is in line with the 2016 CEDS implementation.
- Sandeen reported Mr. Davis from Sonoma County water accepted nomination to participate in the CEDS Strategy Committee.

**11. SUGGESTED AGENDA ITEMS FOR NEXT BOARD MEETING**

None

**12. MEETING ADJOURNED AT 12:23.p.m.**

**Motion by:** Robin Bartholow to end the meeting.

**Seconded by:** Mike Nicholls

**Roll call:** Jon Frech left the meeting at 12:08, Mary Anne Petrillo yes, Lisa Badenfort yes, Paul Garza yes, Robin Bartholow yes, Jeff Kelly yes, Mike Nicholls yes.

**Motion passed**

**Sonoma Mendocino Economic Development District**  
**Budget v. Actual**  
**February 2022**

Fund	Department	Account	Account Description	Year-To-Date Adjusted Budget	Month-To-Date Actual	Year-To-Date Actual	Year-To-Date Encumbrances	Remaining Balance
<b>Account Type: 00004 – All Revenues</b>								
<b>Account Character: 42000 – Intergovernmental Revenues</b>								
72851	66140100	42461	Federal Other Funding	(370,000.00)	-	(170,000.00)		(200,000.00)
				(370,000.00)	-	(170,000.00)	0	(200,000.00)
<b>Account Character: 44000 – Revenue - Use of Money &amp; Prop</b>								
72851	66140100	44002	Interest on Pooled Cash	-	-	(343.12)		343.12
				-	-	(343.12)	0	343.12
				(370,000.00)	-	(170,343.12)	0	(199,656.88)
<b>Account Type: 00005 – All Expense/Expenditure Accts</b>								
<b>Account Character: 50000 – Salaries and Employee Benefits</b>								
72851	66140100	50701	Perm Position - Local Bds	311,165.00	7,471.50	57,459.80		253,705.20
				311,165.00	7,471.50	57,459.80	0	253,705.20
<b>Account Character: 51000 – Services and Supplies</b>								
72851	66140100	51226	Consulting Services	30,000.00	-	7,500.00		22,500.00
72851	66140100	51230	Security Services	83,500.00	-	-		83,500.00
72851	66140100	51249	Other Professional Services	-	-	63,675.00		(63,675.00)
72851	66140100	51934	ERP System Charges	-	-	125.33		(125.33)
72851	66140100	51935	Unclaimable ERP System Charges	-	-	3.30		(3.30)
				113,500.00	-	71,303.63	0	42,196.37
				424,665.00	7,471.50	128,763.43	0	295,901.57
				54,665.00	7,471.50	(41,579.69)	0	96,244.69

As Of = @prior-fiscal-month-end; Years = 1; Chart Fields = Fund, Department, Account

Department [66140100]

Run: 2022-03-01 11:27 AM

**Sonoma Mendocino Economic Development District**  
**Transaction Detail**  
**February 2022**

Journal Date	Posted Date	Journal ID	Department	Account	Amount	Journal Line Description
<b>Account Type: 00005 – All Expense/Expenditure Accts</b>						
<b>Account Character: 50000 – Salaries and Employee Benefits</b>						
02-01-2022	02-02-2022	0000260367	66140100	50701	1,424.01	Dec 2021 Staffing - Planning
02-01-2022	02-02-2022	0000260367	66140100	50701	6,047.49	Dec 2021 Staffing - Supp
<b>Total Salaries and Employee Benefits</b>					<u>7,471.50</u>	
<b>Total Expense/Expenditure Accts</b>					7,471.50	

*Fiscal Date [@prior-fiscal-month] and Fund [72851] and Department [66140100]*  
 Run: 2022-03-01 11:35 AM

**SMEDD-County of Sonoma MOU  
Feb-22**

<b>Expenditure Category</b>	<b>MOU Budget</b>	<b>County Expenses to be Reimbursed</b>	<b>Previous Month Expenses to Date</b>	<b>Total Expenses to Date</b>	<b>Percent Expended</b>	<b>Available MOU Balance</b>
<b>Supplemental</b>						
EPS	70,000.00	-	69,993.75	69,993.75	100.0%	6.25
Project Manager	32,750.00	-	16,893.75	16,893.75	51.6%	15,856.25
District Administrator	10,380.00	-	15,908.59	15,908.59	153.3%	(5,528.59)
Fiscal Agent	9,959.00	304.25	3,299.68	3,603.93	36.2%	6,355.07
Administrative Aide	93,597.00	2,398.39	32,767.65	35,166.04	37.6%	58,430.96
<b>Planning</b>						
EDFC	60,000.00	-	45,000.00	45,000.00	75.0%	15,000.00
District Administrator	73,334.00	2,922.87	53,469.44	56,392.31	76.9%	16,941.70
Fiscal Agent	6,666.00	194.38	1,730.67	1,925.05	28.9%	4,740.95
<b>TOTAL EXPENDITURES</b>	<b>\$ 356,686.00</b>	<b>\$ 5,819.89</b>	<b>\$ 239,063.53</b>	<b>\$ 244,883.42</b>		<b>\$ 111,802.59</b>

Budget Category	Employee	Time Period	# Hours	Planning * Grant Amount	Supplemental Grant Amount	Total
District Administrator	Calvin Sandeen	01/25/22 - 02/21/22	78	5,845.73	-	5,845.73
Fiscal Agent	Rebekah Heinze	01/25/22 - 02/21/22	8.2	388.76	304.25	693.01
Administrative Aide	Bradley Johnson	01/25/22 - 02/21/22	35.6	-	2,398.39	2,398.39
Subtotal				6,234.49	2,702.64	8,937.13
% charged to SMEDD				50.0%	100.0%	N/A
<b>Total</b>				<b>3,117.25</b>	<b>2,702.64</b>	<b>5,819.89</b>

\* 1:1 salary match provided by County of Sonoma

<b>Task</b>	<b>Timeline - Week Starting</b>	<b>Task Description</b>	<b>Hours</b>	<b>Cost</b>
1	Ongoing	Project Management - communications, invoicing, email and phone calls, etc.	15	\$1,350
<b>Goals and Objectives</b>				
2	20-Feb	Development & refinement of Goals and Objectives for Strategic Committee review and feedback	5	\$450
3	25-Feb	First steering committee meeting re Goals and Objectives (prep, facilitation, follow up)	3	\$270
4	1-Mar	First Strategic Committee Meeting - preparation (agenda, PowerPoint), facilitation, follow up re Goals and Objectives	5	\$450
5	1-Mar	Write up the draft Goals and Objectives section of the CEDS based on feedback	15	\$1,350
<b>Priority Projects &amp; Evaluation</b>				
6	7-Mar	Organize priority projects, by goal & objective, into "strategic buckets" for Strategic Committee consideration	10	\$900
7	7-Mar	Develop Metrics and Evaluation Section of the CEDS for each Priority Project bucket	10	\$900
8	10-Mar	Second steering committee meeting re Priority Projects (prep, facilitation, follow up)	3	\$270
9	14-Mar	Second Strategic Committee Meeting - preparation (agenda, PowerPoint), facilitation, follow up re Priority Projects	5	\$450
10	16-Mar	Write up the Action Plan (priority projects) section of the CEDS based on Strategic Committee input and comments	25	\$2,250
<b>Final Report</b>				
11	21-Mar	Prepare Draft Report - including shortening and simplifying the EPS draft CEDS document	25	\$2,250
12	4-Apr	Third steering committee meeting re Final Report (prep, facilitation, follow up)	3	\$270
13	5-Apr	Third Strategic Committee Meeting - preparation (agenda, PowerPoint), facilitation, follow up re Final Report	5	\$450
14	11-Apr	Present Draft Report to the SMEDD Board, Prepare PowerPoint, make revisions as required based on feedback	4	\$360
15	15-May	Make final revisions based on comments from public review period	4	\$360
<b>Total Cost</b>			<b>137</b>	<b>\$12,330</b>

Report from the CEDS Strategy Committee – March 17, 2022  
Chair, Paul Garza, Jr.  
Vice-Chair, Michael Nicolls

The CEDS Strategy Committee met for the first time on March 1. The Committee's task is to review the work done previously and develop a Vision Statement and further develop a list of projects for funding priorities. With these in place, as well as the existence of a permanent committee, it is expected the EDA will approve the a CEDS document for our region.

The meeting was well-attended. A chair and vice-chair were elected by the Committee. The discussion was remarkable for the insight and knowledge shared by committee members. The Committee reviewed and suggested changes to the SWOT analysis, began the drafting of a new vision statement and reviewed and recommended changes to objectives. Our consultant is expected to have a draft to committee members prior to our next meeting on March 16. We are anticipating completion of the work in time for public input and adoption within our existing timeline.

## SMEDD Memorandum of Understanding

**Background** – Since SMEDD formation, the County of Sonoma has acted as fiscal sponsor to reduce the burden of that role on SMEDD, as that organization has no staffing, insurance, or purchasing policies. In 2021, Sonoma County Counsel, acting in the interests of the County, determined an agreement must be drafted to codify this relationship between the County and SMEDD, as well as detail the financial obligations the County will undertake on SMEDD’s behalf. Staff in turn drafted an MOU which was subsequently approved by the Sonoma County Board of Supervisors and the SMEDD Board.

Because of the degree of specificity sought by Sonoma’s County Counsel in the MOU, this arrangement has presented difficulties for SMEDD in its role as bi-county economic development district, to expend or re-designate funds on its own timeline, and without the prior approval of the Sonoma County Board of Supervisors. The SMEDD Board Chair and staff have been advised by Economic Development Administration representatives that this arrangement is therefore no acceptable, and no further funding will be available to the District until steps are made to remedy the situation.

Currently, in addition to the recent MOU, the original Joint Powers Authority (JPA) agreement executed by Sonoma and Mendocino counties designates the County of Sonoma as Fiscal agent. Potential solutions follow.

### MOU Termination Options

- 1) **Amend JPA agreement** to change designation of County of Sonoma as Fiscal Agent. *Note: CA Government Code Section [6505.5](#) provides that the fiscal agent must either be a party to the JPA agreement, a county treasurer or a Certified Public Accountant.*

Options include:

- a. SMEDD retains the services of its own CPA
  - b. Adding another party/member to the JPA that possesses the ability to act as fiscal sponsor
- 2) **Terminate JPA** and identify a new operating/governance structure
    - a. Identify governance structure and operational considerations
      - i. Board appointment authority
      - ii. Match fulfillment
      - iii. Staffing/contracting
    - b. Determine whether new structure requires a fiscal agent, or will act in its own interests
    - c. Create structure and execute financial management model
    - d. Redraft/renege contractual obligations before MOU termination effective date

### Timeline for BOS Action – JPA amendment *or* JPA termination

1. 1-3 weeks to collect materials and draft item, including initial legal counsel (from SMEDD and County counsels)
2. 5 weeks from submittal of item for Board action

## **SMEDD Finance Ad Hoc Meeting 02/24/2022**

On February 24<sup>th</sup>, the ad hoc unanimously agreed that option 1 provides the most realistic path forward. Amending the current Joint Powers Agreement (JPA), rather than terminating it, is beneficial because the language around matching funds currently exists in the JPA. This JPA amendment would essentially add a new member to the JPA so that they could assume the responsibilities as SMEDD's Fiscal Agent. From reviewing CA Government Code (attached to meeting booklet) sections 6505.5 & 6505.6, it is the Finance Ad Hoc's best understanding that this member can be:

- 1) SMEDD (as a nonprofit)
- 2) A Certified Public accountant
- 3) A County Treasurer
- 4) An appointed officer of the SMEDD Board

Before moving forward with proposing this option to the board, the ad hoc decided it would be best to have questions answered by legal counsel. These questions are:

- 1) *Who can be our fiscal sponsor? (Reference CA Code 6505.5, 6505.6)*
- 2) *Does the fiscal sponsor have to be a part of the JPA?*
- 3) *What are the considerations to creating our own non-profit? Are there any legal constraints because of the JPA legal status?*
- 4) *What flexibility do we have to change article #9 Custody of Funds-Reporting - Financial Agent in the JPA?*
- 5) *Does this JPA give SMEDD board direct control over who is hired and / or contracted?*

On March 1<sup>st</sup>, the law firm Friedemann Goldberg Wargo Hess LLP advised us to seek other counsel that has more experience with our specific issues. Currently, the ad hoc has a meeting scheduled with Daryl Reese on Wednesday, March 16<sup>th</sup>. This meeting is only preliminary and to determine if he will be the right fit for our needs.



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**GOVERNMENT CODE - GOV**

**TITLE 1. GENERAL [100 - 7931.000]** ( Title 1 enacted by Stats. 1943, Ch. 134. )

**DIVISION 7. MISCELLANEOUS [6000 - 7599.104]** ( Division 7 enacted by Stats. 1943, Ch. 134. )

**CHAPTER 5. Joint Exercise of Powers [6500 - 6599.3]** ( Chapter 5 added by Stats. 1949, Ch. 84. )

**ARTICLE 1. Joint Powers Agreements [6500 - 6539.7]** ( Article 1 added by Stats. 1949, Ch. 84. )

**6500.** As used in this article, "public agency" includes, but is not limited to, the federal government or any federal department or agency, this state, another state or any state department or agency, a county, county board of education, county superintendent of schools, city, public corporation, public district, regional transportation commission of this state or another state, a federally recognized Indian tribe, or any joint powers authority formed pursuant to this article by any of these agencies.

(Amended by Stats. 2011, Ch. 266, Sec. 1. (AB 307) Effective January 1, 2012.)

**6500.1.** This chapter shall be known and may be cited as the Joint Exercise of Powers Act.

(Added by Stats. 2000, Ch. 506, Sec. 8. Effective January 1, 2001.)

**6501.** This article does not authorize any state officer, board, commission, department, or other state agency or institution to make any agreement without the approval of the Department of General Services or the Director of General Services if such approval is required by law.

(Amended by Stats. 1965, Ch. 371.)

**6502.** If authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties, including, but not limited to, the authority to levy a fee, assessment, or tax, even though one or more of the contracting agencies may be located outside this state.

It shall not be necessary that any power common to the contracting parties be exercisable by each such contracting party with respect to the geographical area in which such power is to be jointly exercised. For purposes of this section, two or more public agencies having the power to conduct agricultural, livestock, industrial, cultural, or other fairs or exhibitions shall be deemed to have common power with respect to any such fair or exhibition conducted by any one or more of such public agencies or by an entity created pursuant to a joint powers agreement entered into by such public agencies.

(Amended by Stats. 2014, Ch. 386, Sec. 2. (AB 2170) Effective January 1, 2015.)

**6502.5.** In addition to any power common to its member districts, the Resource Conservation Energy Joint Powers Agency has the authority to finance, construct, install, and operate projects for the production of biogas and electricity from the digestion or fermentation of animal or agricultural waste. The agency may undertake these projects within its jurisdiction or outside its jurisdiction. The authority to undertake projects outside the jurisdiction of the agency is limited to the geographical areas of Fresno, Kings, Madera, Merced, San Joaquin, and Tulare Counties.

Prior to undertaking a project authorized by this section outside the jurisdiction of the agency, the agency shall obtain approval of the board of supervisors of the county in which the project is to be located.

(Added by Stats. 1984, Ch. 956, Sec. 1. Effective September 10, 1984.)

**6502.7.** (a) If authorized by their legislative or other governing bodies, two or more public agencies which have the authority to identify, plan for, monitor, control, regulate, dispose of, or abate liquid, toxic, or hazardous wastes or hazardous materials may, by agreement, jointly exercise any of these powers common to the contracting parties.

(b) The contracting parties may provide special services, including persons specially trained, experienced, expert, and competent to perform these special services.

(c) The provisions of this section are declaratory of existing law and do not limit any authority which already exists.

*(Added by Stats. 1986, Ch. 126, Sec. 1.)*

**6503.** The agreements shall state the purpose of the agreement or the power to be exercised. They shall provide for the method by which the purpose will be accomplished or the manner in which the power will be exercised.

*(Added by Stats. 1949, Ch. 84.)*

**6503.1.** (a) When property tax revenues of a county of the second class are allocated by that county to an agency formed for the purpose of providing fire protection pursuant to this chapter, those funds may only be appropriated for expenditure by that agency for fire protection purposes.

(b) As used in this section, "fire protection purposes" means those purposes directly related to, and in furtherance of, providing fire prevention, fire suppression, emergency medical services, hazardous materials response, ambulance transport, disaster preparedness, rescue services, and related administrative costs.

(c) This section shall not be interpreted to alter any provision of law governing the processes by which cities or counties select providers of ambulance transport services.

*(Added by Stats. 2002, Ch. 339, Sec. 1. Effective January 1, 2003.)*

**6503.5.** Whenever a joint powers agreement provides for the creation of an agency or entity that is separate from the parties to the agreement and is responsible for the administration of the agreement, such agency or entity shall, within 30 days after the effective date of the agreement or amendment thereto, cause a notice of the agreement or amendment to be prepared and filed with the office of the Secretary of State. The agency or entity shall furnish an additional copy of the notice of the agreement or amendment to the Secretary of State, who shall forward the copy to the Controller. The notice shall contain:

(a) The name of each public agency that is a party to the agreement.

(b) The date that the agreement became effective.

(c) A statement of the purpose of the agreement or the power to be exercised.

(d) A description of the amendment or amendments made to the agreement, if any.

Notwithstanding any other provision of this chapter, any agency or entity administering a joint powers agreement or amendment to such an agreement, which agreement or amendment becomes effective on or after the effective date of this section, which fails to file the notice required by this section within 30 days after the effective date of the agreement or amendment, shall not thereafter, and until such filings are completed, issue any bonds or incur indebtedness of any kind.

*(Amended by Stats. 2007, Ch. 343, Sec. 6. Effective January 1, 2008.)*

**6503.6.** (a) When an agency or entity files a notice of agreement or amendment to the agreement with the office of the Secretary of State pursuant to Section 6503.5, the agency or entity shall file a copy of the full text of the original joint powers agreement, and any amendment to the agreement, with the Controller. An agency or entity that meets the definition of a joint powers authority or joint powers agency under Section 56047.7 that was formed for the purpose of providing municipal services and that includes a local agency member that is a city, district, or county shall, within 30 days after the effective date of the agreement or amendment to the agreement, file a copy of the agreement or amendment to the agreement with the local agency formation commission in each county within which all or any part of a local agency member's territory is located.

(b) Notwithstanding any other provision of this chapter, any agency or entity administering a joint powers agreement or amendment to such an agreement, which agreement or amendment becomes effective on or after the effective date of this section, which fails to file the notice with a local agency formation commission required

by this section within 30 days after the effective date of the agreement or amendment shall not thereafter, and until those filings are completed, issue any bonds or incur indebtedness of any kind.

*(Amended by Stats. 2016, Ch. 173, Sec. 1. (SB 1266) Effective January 1, 2017.)*

**6503.7.** Within 90 days after the effective date of this section, any separate agency or entity constituted pursuant to a joint powers agreement entered into prior to the effective date of this section and responsible for the administration of the agreement shall cause a notice of the agreement to be prepared and filed with the office of the Secretary of State. The agency or entity shall also furnish an additional copy of the notice of the agreement to the Secretary of State who shall forward the copy to the Controller. The notice shall contain all the information required for notice given pursuant to Section 6503.5.

Notwithstanding any other provision of this chapter, any joint powers agency that is required and fails to file notice pursuant to this section within 90 days after the effective date of this section shall not, thereafter, and until such filings are completed, issue any bonds, incur any debts, liabilities or obligations of any kind, or in any other way exercise any of its powers.

For purposes of recovering the costs incurred in filing and processing the notices required to be filed pursuant to this section and Section 6503.5, the Secretary of State may establish a schedule of fees. Such fees shall be collected by the office of the Secretary of State at the time the notices are filed and shall not exceed the reasonably anticipated cost to the Secretary of State of performing the work to which the fees relate.

*(Amended by Stats. 2007, Ch. 343, Sec. 7. Effective January 1, 2008.)*

**6503.8.** (a) No later than July 1, 2017, an agency or entity that meets the definition of a joint powers authority or joint powers agency under Section 56047.7 that was formed for the purpose of providing municipal services prior to the effective date of this section, and that includes a local agency member that is a city, district, or county, shall cause a copy of the agreement and any amendments to the agreement to be filed with the local agency formation commission in each county within which all or any part of a local agency member's territory is located.

(b) Notwithstanding any other provision of this chapter, any agency or entity administering a joint powers agreement or amendment to such an agreement, which fails to file the notice with a local agency formation commission required by this section on or before July 1, 2017, shall not thereafter, and until those filings are completed, issue any bonds or incur indebtedness of any kind.

*(Added by Stats. 2016, Ch. 173, Sec. 2. (SB 1266) Effective January 1, 2017.)*

**6504.** The parties to the agreement may provide that (a) contributions from the treasuries may be made for the purpose set forth in the agreement, (b) payments of public funds may be made to defray the cost of such purpose, (c) advances of public funds may be made for the purpose set forth in the agreement, such advances to be repaid as provided in said agreement, or (d) personnel, equipment or property of one or more of the parties to the agreement may be used in lieu of other contributions or advances. The funds may be paid to and disbursed by the agency or entity agreed upon, which may include a nonprofit corporation designated by the agreement to administer or execute the agreement for the parties to the agreement.

*(Amended by Stats. 1977, Ch. 209.)*

**6505.** (a) The agreement shall provide for strict accountability of all funds and report of all receipts and disbursements.

(b) In addition, and provided a separate agency or entity is created, the public officer performing the functions of auditor or controller as determined pursuant to Section 6505.5, shall either make or contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of every agency or entity, except that the officer need not make or contract for the audit in any case where an annual audit of the accounts and records of the agency or entity by a certified public accountant or public accountant is otherwise made by any agency of the state or the United States only as to those accounts and records which are directly subject to such a federal or state audit. In each case the minimum requirements of the audit shall be those prescribed by the Controller for special districts under Section 26909 and shall conform to generally accepted auditing standards.

(c) When an audit of an account and records is made by a certified public accountant or public accountant, a report thereof shall be filed as public records with each of the contracting parties to the agreement and also with

the county auditor of the county where the home office of the joint powers authority is located and shall be sent to any public agency or person in California that submits a written request to the joint powers authority. The report shall be filed within 12 months of the end of the fiscal year or years under examination.

(d) When a nonprofit corporation is designated by the agreement to administer or execute the agreement and no public officer is required to perform the functions of auditor or controller as determined pursuant to Section 6505.5, an audit of the accounts and records of the agreement shall be made at least once each year by a certified public accountant or public accountant, and a report thereof shall be filed as a public record with each of the contracting parties to the agreement and with the county auditor of the county where the home office of the joint powers authority is located, and shall be sent to any public agency or person in California that submits a written request to the joint powers authority. These reports shall be filed within 12 months after the end of the fiscal year or years under examination.

(e) Any costs of the audit, including contracts with, or employment of certified public accountants or public accountants, in making an audit pursuant to this section shall be borne by the agency or entity and shall be a charge against any unencumbered funds of the agency or entity available for the purpose.

(f) All agencies or entities may, by unanimous request of the governing body thereof, replace the annual special audit with an audit covering a two-year period.

(g) Notwithstanding the foregoing provisions of this section to the contrary, agencies or entities shall be exempt from the requirement of an annual audit if the financial statements are audited by the Controller to satisfy federal audit requirements.

*(Amended by Stats. 1998, Ch. 876, Sec. 4. Effective January 1, 1999.)*

**6505.1.** The contracting parties to an agreement made pursuant to this chapter shall designate the public officer or officers or person or persons who have charge of, handle, or have access to any property of the agency or entity and shall require such public officer or officers or person or persons to file an official bond in an amount to be fixed by the contracting parties.

*(Added by Stats. 1968, Ch. 972.)*

**6505.5.** If a separate agency or entity is created by the agreement, the agreement shall designate the treasurer of one of the contracting parties, or in lieu thereof, the county treasurer of a county in which one of the contracting parties is situated, or a certified public accountant to be the depository and have custody of all the money of the agency or entity, from whatever source.

The treasurer or certified public accountant so designated shall do all of the following:

(a) Receive and receipt for all money of the agency or entity and place it in the treasury of the treasurer so designated to the credit of the agency or entity.

(b) Be responsible, upon his or her official bond, for the safekeeping and disbursement of all agency or entity money so held by him or her.

(c) Pay, when due, out of money of the agency or entity held by him or her, all sums payable on outstanding bonds and coupons of the agency or entity.

(d) Pay any other sums due from the agency or entity from agency or entity money, or any portion thereof, only upon warrants of the public officer performing the functions of auditor or controller who has been designated by the agreement.

(e) Verify and report in writing on the first day of July, October, January, and April of each year to the agency or entity and to the contracting parties to the agreement the amount of money he or she holds for the agency or entity, the amount of receipts since his or her last report, and the amount paid out since his or her last report.

The officer performing the functions of auditor or controller shall be of the same public agency as the treasurer designated as depository pursuant to this section. However, where a certified public accountant has been designated as treasurer of the entity, the auditor of one of the contracting parties or of a county in which one of the contracting parties is located shall be designated as auditor of the entity. The auditor shall draw warrants to pay demands against the agency or entity when the demands have been approved by any person authorized to so approve in the agreement creating the agency or entity.

The governing body of the same public entity as the treasurer and auditor specified pursuant to this section shall determine charges to be made against the agency or entity for the services of the treasurer and auditor.

However, where a certified public accountant has been designated as treasurer, the governing body of the same public entity as the auditor specified pursuant to this section shall determine charges to be made against the agency or entity for the services of the auditor.

*(Amended by Stats. 1999, Ch. 83, Sec. 65. Effective January 1, 2000.)*

**6505.6.** In lieu of the designation of a treasurer and auditor as set forth in Section 6505.5, the agency or entity may appoint one of its officers or employees to either or both of such positions. Such offices may be held by separate officers or employees or combined and held by one officer or employee. Such person or persons shall comply with the duties and responsibilities of the office or offices as set forth in subdivisions (a) to (d), inclusive, of Section 6505.5.

In the event the agency or entity designates its officers or employees to fill the functions of treasurer or auditor, or both, pursuant to this section, such officers or employees shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505.

*(Added by Stats. 1979, Ch. 276.)*

**6506.** The agency or entity provided by the agreement to administer or execute the agreement may be one or more of the parties to the agreement or a commission or board constituted pursuant to the agreement or a person, firm or corporation, including a nonprofit corporation, designated in the agreement. One or more of the parties may agree to provide all or a portion of the services to the other parties in the manner provided in the agreement. The parties may provide for the mutual exchange of services without payment of any consideration other than such services.

*(Amended by Stats. 1977, Ch. 209.)*

**6507.** For the purposes of this article, the agency is a public entity separate from the parties to the agreement.

*(Amended by Stats. 1963, Ch. 990.)*

**6508.** The agency shall possess the common power specified in the agreement and may exercise it in the manner or according to the method provided in the agreement. If the agency is not one or more of the parties to the agreement but is a public entity, commission or board constituted pursuant to the agreement and such agency is authorized, in its own name, to do any or all of the following: to make and enter contracts, or to employ agents and employees, or to acquire, construct, manage, maintain or operate any building, works or improvements, or to acquire, hold or dispose of property or to incur debts, liabilities or obligations, said agency shall have the power to sue and be sued in its own name. Any authorization pursuant to the agreement for the acquisition by the agency of property for the purposes of a project for the generation or transmission of electrical energy shall not include the condemnation of property owned or otherwise subject to use or control by any public utility within the state.

The governing body of any agency having the power to sue or be sued in its own name, created by an agreement entered into after the amendment to this section at the 1969 Regular Session of the Legislature, between parties composed exclusively of parties which are cities, counties, or public districts of this state, irrespective of whether all such parties fall within the same category, may as provided in such agreement, and in any ratio provided in the agreement, be composed exclusively of officials elected to one or more of the governing bodies of the parties to such agreement. Any existing agreement composed of parties which are cities, counties or public districts which creates a governing board of any agency having the power to sue or be sued may, at the option of the parties to the agreement, be amended to provide that the governing body of the created agency shall be composed exclusively of officials elected to one or more of the governing boards of the parties to such agreement in any ratio agreed to by the parties to the agreement. The governing body so created shall be empowered to delegate its functions to an advisory body or administrative entity for the purposes of program development, policy formulation, or program implementation, provided, however, that any annual budget of the agency to which the delegation is made must be approved by the governing body of the Joint Powers Agency.

In the event that such agency enters into further contracts, leases or other transactions with one or more of the parties to such agreement, an official elected to the governing body of such party may also act in the capacity of a member of the governing body of such agency.

*(Amended by Stats. 1979, Ch. 482.)*

JOINT POWERS AGREEMENT  
BETWEEN SONOMA AND MENDOCINO COUNTIES FOR THE SONOMA MENDOCINO  
ECONOMIC DEVELOPMENT DISTRICT

This Joint Powers Agreement (hereinafter referred to as Agreement) is entered into this first day of July 2015, by and between the Counties of Sonoma and Mendocino.

**RECITALS**

1. Each county is empowered by law to provide economic development planning and to participate in federal programs relating to economic development.
2. Each has a County Economic Development Strategy (CEDS) approved by the Board of Supervisors and Economic Development Administration (EDA).
3. Each party is of the opinion that there should be regional planning for economic development.
4. The purposes for entering into this Agreement include;
  - a. Establishing a regional organization for discussion and evaluation of regional socio-economic problems of mutual interest and concern to Sonoma and Mendocino counties.
  - b. To identify and comprehensively plan for the resolution of regional socio-economic problems requiring multi-jurisdictional resources and cooperation.
  - c. To seek and secure resources to address economic challenges common to it members.
5. The Economic Development Act of 1965, PL 89-136 (13 Code of Federal Regulations Section 304), as amended (hereinafter referred to as the "Act") provides that public agencies may combine to form Economic Development Districts; and
6. The geographical area of the parties represents an Economic Development District for the purposes of the Act; and
7. The parties deem it necessary and proper to create a separate public entity by Joint Powers Agreement to devise and create an organizational and administrative structure for the operation of an economic development district encompassing the geographical territory of the member agencies and to secure approval of the federal government for designation as an Economic Development District pursuant to the Act and to assist member agencies in applying to the federal and state governments for grants, funds and assistance.

**DEFINITIONS**

“Agreement” means this Joint Power Agreement.

“District” means the Sonoma Mendocino Economic Development District (SMEDD).

“District Board” means the Board of Directors of the SMEDD.

“Director” means a member of the Board of Directors representing a Party.

“Effective Date” means the date on which this Agreement shall become effective and the (SMEDD shall exist as a separate public agency, as further described in Section 3 of this Agreement.)

“Parties” means, collectively, the County of Sonoma and the County of Mendocino.

“Party” means the County of Sonoma or the County of Mendocino.

## **AGREEMENT**

The Board of Supervisors of the Counties of Sonoma and Mendocino do agree as follows:

1. Formation of Agency. Sonoma Mendocino Economic Development District (SMEDD) (hereinafter referred to as the "District") is established upon the execution hereof by all designated Parties.
2. Purpose. The purpose of this Agreement shall be to provide for the joint participation by the parties to:
  - a) Promote economic growth by means of planning and coordinating efforts of members and the private sector within the territorial limits of the members;
  - b) Promote more jobs for the unemployed and underemployed residents of the members;
  - c) To improve the social and physical environments of the members;
  - d) Prevent unnecessary duplication of effort on behalf of members; and
  - e) Assume any additional purposes, duties and functions as may be determined by all parties to this Agreement.
3. Effective Date. This District shall exist as a separate public agency on the date the Mendocino Sonoma Comprehensive Economic Development Strategy is approved by the EDA (“Effective Date”).
4. Governing Board. The District Board is representative of the principal economic interests of the region.
  - a) Directors
    - a. The District Board shall consist of nine (9) Directors who are appointed representatives from the counties of Mendocino and Sonoma.
    - b. Appointments to the District Board shall be made so that said District Board will be representative of, although not necessarily consist of representatives of the principal economic interests of the region and may include business, labor, tribal, government, education, minorities and the economically handicapped.
    - c. The number of Directors of the District Board may be modified by a majority vote of the District Board with the concurrence of both the Mendocino and

Sonoma County Boards of Supervisors, however there shall be a maximum of fifteen (15) members.

- d. Any elected official serving on the District Board who no longer serves in said elected capacity shall upon leaving office vacate his or her position on the District Board. The vacancy shall be filled in accordance with Section 4b below.
  - e. The District Board shall have at least a simple majority of its members who are elected officials, their appointees, or employees representing general purpose local governments, including counties and tribal governments.
  - f. The District Board shall elect from the Directors a Chair and Vice Chair, each of whom shall serve for a term of one year, unless sooner replaced by majority vote of the Board of Directors. The District Board shall conduct the election of officers annually.
  - g. The District Board shall appoint a Secretary who need not be a Director, who shall be responsible for keeping minutes of all meetings of the District Board and all other official records of the District.
  - h. A majority of the Directors shall constitute a quorum, except that less than a quorum may adjourn from time to time in accordance with the law.
  - i. A simple majority of the Directors of said District Board shall be required to vote affirmatively for any action in order for said action to be valid and effective.
  - j. Directors shall serve without compensation from the District. However, Directors may be compensated by their respective appointing authorities. The District Board may adopt by resolution a policy related to reimbursement by the District for expenses incurred by Directors.
  - k. Per Government Code § 54956.96(a)(1), all information presented to the Directors in closed session is confidential. However, a member of the Board of a member Party who is present in closed session may disclose information obtained in that closed session that has direct financial or liability implications for the Party's agency to the following individuals:
    - i. Legal counsel of that member Party for purposes of obtaining advice on whether the matter has direct financial or liability implications for that member Party; and/or
    - ii. Other members of the legislative body of the member Party present in a closed session of that member Party.
- b) The governing Board of Directors shall be made up the following members:
- a. Mendocino County Directors: The Mendocino County Board of Supervisors shall appoint four (4) Directors. Three of those Directors shall be from the Mendocino County business community, the Mendocino Economic Development Financing Corporation or Mendocino Workforce Investment Board. Directors may be employees or representative of the Mendocino County.
  - b. Sonoma County Directors: The Sonoma County Board of Supervisors shall appoint four (4) Directors. Three of those Directors shall be from the Sonoma County

business community, the Sonoma County Economic Development Board or Sonoma County Workforce Investment Board. Directors may be employees or representatives of Sonoma County.

- c. The District Board shall have the authority to appoint one Director who shall be selected from the private sector representing the business community.
  - d. Vacancies on the Board. Vacancies shall be filled in the same manner as Directors are selected.
  - e. Director Terms of Office. The terms of office of directors shall be four (4) years and at the pleasure of their respective appointing board of supervisors be re-appointed for four (4) year terms.
5. Powers of Governing Board. The District Board shall have the following powers:
- a. To adopt rules, policies, bylaws and procedures governing the operation of the District;
  - b. To approve an annual budget for the District;
  - c. The District Board shall hold meetings open to the public at least twice each year and shall notice and conduct such meeting in accordance with Ralph M. Brown Act (California Government Code Section 54950 et seq.);
  - d. To delegate to staff to the extent the District Board deems appropriate and is otherwise in accordance with law;
  - e. To enter into contracts and to accept and expend funds from federal, state, member agencies and other sources for the purposes specified herein;
  - f. To prepare, review and update a Comprehensive Economic Development Strategy for the District, establish priorities for grant applications, make annual progress reports to the U.S. Economic Development Administration pursuant to the Act, and make such other reports as may be required or appropriate;
  - g. To assist, upon request, area and local Comprehensive Economic Development Strategy committees of member agencies in the preparation of applications to state and federal agencies for grants, loans, and technical assistance;
  - h. To assist the private sector in making applications for loans, and work with local development corporations to assist the private enterprise in the development of new business and the expansion of existing business.
  - i. To establish advisory committees as deemed appropriate to assist the District in carrying out its functions. The Directors may establish rules, policies or procedures to govern any such advisory committees.
  - j. To work with local committees of member agencies to coordinate programs complying with local community desires;
  - k. To appoint or hire such staff or contract with such entities or individuals as said District Board deems necessary to carry out the District's functions and purposes;

- l. To lease any property; (to enter into leases for real or personal property)
  - m. To amend the geographic boundaries of the District, including the addition of member counties, if it is determined that such amendments will contribute to a more effective program for economic development. Any such modifications may be conditionally approved subject to review and approval of the State and Economic Development Administration in accordance with the Act.
  - n. To review applications of member and other agencies for grants from the U.S. Economic Development Administration. Upon review of such applications, the District Board may establish priorities for funding.
6. Budget. The Fiscal Year for the District shall begin July 1<sup>st</sup> and end June 30<sup>th</sup>. An annual budget for the operation of the district shall be adopted by the Board. The Board shall control all expenditures in accordance with the adopted work program and budget and shall have the power to amend the work program and budget to meet unanticipated needs or changed conditions.
7. Financing. It is understood that the Federal Government and Sonoma and Mendocino counties will provide a portion of the District's cost of operation. Counties' contributions are to be determined annually at budget preparation time. Participating county contributions may be in-kind including the provision of staff, office space, equipment and supplies. County contributions shall be paid by parties hereto on or before September 1 of the Fiscal Year for which assessed, or within 30 days of written notice.
8. A review of the districts activities will be included with each Parties Comprehensive Economic Development Strategy Annual Report.
9. Custody of Funds-Reporting - Financial Agent: Financial agent for the District is the County of Sonoma. All revenues and funds received by the District shall be placed in a separate general operating account with Sonoma County under the name Sonoma Mendocino Economic Development District. Sonoma County shall be responsible for completing audits in accordance with local, state and federal reporting and accounting requirements. Sonoma County shall be reimbursed for audit costs.
- a. All payments of public funds shall be paid to and disbursed by the District which shall be strictly accountable for all funds and responsible for reporting to the members hereof concerning all receipts and disbursements.
  - b. The District and District Directors shall comply with all Federal and State financial assistance reporting requirements and conflict of interest provisions as set forth in 13 CFR III.

10. Donations, Grants and Gifts. The District Board shall have the power to receive bequests, donations and grants and to carry out the purposes of grants and donations if otherwise authorized by this Agreement.
11. Limitations on Expenditures. The Board and every Director or employee of the District shall be limited in the making of expenditures or the incurring of liabilities to the amount of appropriations allowed by the work program and budget as adopted by the Board or thereafter revised by said Board. No expenditures of any kind or contract entered into on behalf of the District without approval by the Board, except as otherwise provided by law, warrants issued, expenditures made or liabilities incurred in excess of any budget appropriation are not a liability of the District or a liability of any part to this Agreement.
12. Members Not Liable for Debts of District. Pursuant to Section 6508.1 of the California Government Code, the debts, liabilities, and obligations of the District shall be those of the District and not of the parties to this Agreement.
13. Term of Agreement and Termination Provisions. This Agreement shall continue in full force and effect until rescinded or terminated, as set forth below.
  - (A) Termination of Individual Membership. Any member Party may terminate its participation in this Agreement by giving written notice to the District Board not less than thirty (30) days before the start of the fiscal year, which termination shall be effective only on the beginning of the fiscal year immediately following the one in which notice of termination was given, and thereby dissolve the District.
  - (B) If a member County terminates its participation in this Agreement, it shall pay its portion of the costs for which it is responsible for paying up to the date of termination. Any payments due under this section shall be paid within ninety (90) days after the effective date of termination.
  - (C) Termination of this Membership by any member County shall not be construed as a completion of the purpose of this Agreement, and shall not require the repayment or return to the remaining member County or Counties of all or any part of any contributions, payments, or advances made by the parties until this Agreement is rescinded or terminated as to all member counties.
  - (D) Rescission of Agreement by All Member Counties. At any time, this Agreement may be rescinded and terminated, and the SMEDD may be dissolved, by a unanimous vote of all Parties. In such an event, the remaining assets and liabilities

shall be apportioned among all member counties according to the relative assessments paid by those member counties.

14. Disposition of Property Upon Termination. In the event that said District is terminated by agreement, the property and monies on hand at the time of termination after all debts and liabilities are paid shall be distributed among the parties then Parties of said District in accordance with their proportionate contributions thereto. Any member who withdraws from said District shall forfeit all of its right, title and monies.
15. Members Option to Bypass District. It is the option of Parties to submit U.S. Economic Development Administration grant applications through the District to the Economic Development Administration, or directly to the Economic Development Administration, bypassing District.
16. Amendment. This Agreement may be amended at any time by the mutual written agreement of all the Parties thereof.
17. Execution by Counterparts. This Agreement shall be executed in counterpart and when so executed by each and every Party hereto shall be deemed to be executed by all Parties as if it were a single document. Executed counterparts shall be delivered forthwith to the District. Said executed counterparts shall be retained by District and the District shall distribute to all other Parties' copies of said original counterparts as said other parties' executed copies.
18. Dispute Resolution. The Parties to this Agreement and the District shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement.
19. Liability of District Directors, Officers, and Employees. The District Directors, officers, and employees of the District shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former District Director or employee will be responsible for any act or omission by another District Director or employee. The District shall defend, indemnify and hold harmless the individual current and former District Directors and employees for any acts or omissions in the scope of their employment or duties in the manner provided by Government Code Sections 995 et seq. Nothing in this section shall be construed to limit the defenses available under the law, to the Parties, the District or its District Directors, or employees.
20. Indemnification of Parties. The District shall acquire such insurance coverage as is necessary to protect the interests of the District, the Parties, and the public. The District shall defend, indemnify, and hold harmless the Parties and each of their respective District

Board or Council members, officers, agents and employees, from any and all claims, losses, damages, costs, injuries, and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the District under this Agreement.

21. Parties to be Served Notice. Any notice authorized or required to be given pursuant to this Agreement shall be validly given if served in writing either personally, by deposit in the United States mail, first class postage if prepaid with return receipt requested, or by a recognized courier service. Notice given personally or by courier shall be conclusively deemed received at the time the delivery and receipt and by mail shall be conclusively deemed given forty-eight (48) hours after the deposit thereof (excluding Saturdays, Sundays and holidays) if the sender receives the return receipt. All notices shall be delivered to the Secretary of the District or Party, as the case may be, or such other person designated in writing by the District or Party. Notices given to one Party shall be copied to all other Parties. Notices given to the District shall be copied to all Parties.

22. Severability. If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties, that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provision shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

**IN WITNESS WHEREOF**, the undersigned counties and cities of the State of California do execute the Memorandum of Understanding/Letter Agreement upon the respective dates set forth after signatures.

COUNTY OF SONOMA

By: \_\_\_\_\_ Date: \_\_\_\_\_

COUNTY OF MENDOCINO

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Organization:** Sonoma-Mendocino Economic Development District  
**Position:** District Manager and Grant Administrator  
**Time Spent:** 80 hours per month  
**Pay Rate:** \$40-50/hr

## District Manager Scope of Work

### Organizational Awareness

- Knows the organization's mission and functions, including the strategic plan, structure, technological systems, and leadership
- Understands external economic, political, and social trends that affect the organization
- Aligns planning activities to support objectives and/or performance goals of the agency and program mission, as appropriate
- Can be relied upon to ensure that CEDS projects are completed in a timely manner and within budget
- Monitors and evaluates plans, focuses on results and measuring attainment of outcomes
- Works with SMEDD board to evaluate outcomes and provides information to assist board with decisions as related to goal accomplishments
- Works with the SMEDD Board and the Board coordinator to ensure information is developed and received in compliance with federal and state regulation
- Design, develop and interpret grants/assistance management policies, procedures, and practices
- Overseeing, reviewing, analyzing, and evaluating grants/assistance applications, plans, and estimates
- Produce post-award reports and analyses to highlight impact and identify issues/concerns
- Initiating, planning, and conducting surveys and studies to recommend changes to improve outcomes

### Federal Grant management:

- Familiarity with the following websites, how to navigate, and how they all link together:
  - 1.) Grantsonline and how to process
    - a. Grant reporting and organizing all associated parties who utilize SMEDD grant funding
    - b. Financial reporting in coordination with fiscal agent
    - c. Award action requests/Special award conditions
    - d. Deadlines for submissions
  - 2.) Grants.gov
    - a. Submitting federal grants

- b. Understanding NOFOs and application requirements
  - c. Overall grant management experience and EDA/federal expectations
- 3.) ASAP
  - a. Financial drawdowns
  - b. Working with fiscal agent/analyst
  - c. Understanding timelines
- 4.) SAM
  - a. How to maintain active registration with the federal government
- 5.) Dun & Bradstreet (DUNS)
  - a. Understand how DUNS works and how it connects to SMEDDs federal accounts
- 6.) Login.gov
  - a. How to maintain a federal account for an organization to access all websites listed above.

## CEDS Implementation

- Understand how a CEDS works within a region and an EDDs role responsibilities to implement a CEDS
- Economic Development experience and understanding of various industries and how to support each as effectively as possible
- How to align Board vision with EDD operations and CEDS implementation
- Implement CEDS priority projects that have existing resources and funding which SMEDD has direct access to (e.g. broadband, RLF, CEDS development, etc.)
- Specialize in specific topics which SMEDD is directly involved with (e.g. broadband, RLF, ceds updates/development)
- Assist and facilitate third party organizations to submit grants to EDA and other agencies for projects that are in alignment with the regional CEDS
- Maintain current relationships and network of organizations working with SMEDD
- Provide CEDS updates to EDA and understand timelines
- Networking with other organizations seeking opportunity for partnerships and collaboration

## Administrative Responsibilities

- Act as a liaison between SMEDD Board and EDA as grant administrator
- Set up monthly SMEDD Board meetings
- Understand software (e.g. Board Effect, google drive, doodle, etc.)
- Act as filing officer and understand FPPC requirements and legal filings (Form 700, ethics, sexual harassment, conflict of interest policies, etc.) and points of contact
- Board appointments (new board members, chair, vice chair, treasurer, secretary, etc. and deadlines)
- Brown Act compliance for agenda packet postings and meeting requirements
- Setting up weekly staff meetings
- Facilitating to do items and maintaining overall progress and forward movement

- Optimize operations wherever possible
- Understanding the organizations governance documents (JPA, bylaws, etc.)
- Website postings and facilitating with staff
- Monitor points of contact at all partner organizations and update lists as necessary