



Sonoma Mendocino Economic Development District - Board of Directors Special Meeting - August 03, 2022

<https://sonomacounty.zoom.us/j/98261046923?pwd=QndDOUJzbWd4c2c2d2RNUHM1R245UT09>

Meeting Book - Sonoma Mendocino Economic Development District - Board of Directors Special Meeting - August 03, 2022

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. Written comments received prior to the meeting you wish to comment on will be read into the record.

ROLL CALL

Secretary

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

CONSIDERATION OF APPROVAL OF VIDEOCONFERENCE IN COMPLIANCE WITH AB361

Chair

The Board will consider approval of findings that there remains a State proclaimed COVID-19 health emergency and local officials continue to impose or recommend measures to promote social distancing, allowing hybrid virtual meetings to be conducted for the next 30 days.

Public Comment

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.

AGENDA ADJUSTMENTS – DISCUSSION/ACTION

Chair

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.

SMEDD JPA AMENDMENT DISCUSSION/ACTION

CHAIR

The SMEDD Board will discuss and take action on the proposed amendment to the SMEDD JPA.

SMEDD JPA Current

SMEDD JPA AMENDMENT

SMEDD WEBSITE DEVELOPMENT RFP DISCUSSION/ACTION

Chair

The Board will discuss and take action on a scope of work for an RFP that will lead to a website developed for SMEDD.

RFP SCOPE OF WORK SMEDD WEBSITE

SMEDD STAFFING PLAN DISCUSSION/ACTION

Chair

The SMEDD Board will discuss and may take action on a staffing plan for the 2022 EDA Planning Grant.

MEETING ADJOURNMENT

BOS Copy
item # 12
6.16.15
EDB

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 1st and end June 30th. 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:

Susan Green

Date:

6/16/15

COUNTY OF MENDOCINO

By:

Camille J. Ayer

Date:

7/21/15



Proposed Amendment for Sonoma Mendocino Economic Development District JPA

Whereas, the Sonoma Mendocino Economic Development District (“the District”) is a separate public entity created in July 2015 by a Joint Powers Agreement (“JPA”) between Sonoma and Mendocino Counties, pursuant to the Joint Exercise of Powers Act (Government Code section 6500 et seq.); and

Whereas, the JPA creating the District initially designated the County of Sonoma as financial agent for the District, pursuant to Government Code section 6505.5; and

Whereas, Government Code section 6505.6 specifically authorizes the District Board of Directors to appoint one of its officers or employees as treasurer and auditor in lieu of the designation process set forth in Government Code section 6505.5; and

Whereas, the District Board of Directors can determine it is in the best interests of the District and the regional stakeholders the District serves for the District to exercise its authority pursuant to Government Code section 6505.6 to serve as its own financial agent and provide its own financial services, including, but not limited to, appointing a District Treasurer and a District Auditor, opening District bank accounts, and other related steps necessary to comply with the duties and responsibilities set forth in Government Code section 6505.5; and

Whereas, pursuant to paragraph 16 of the JPA, the Boards of Supervisors of Sonoma and Mendocino Counties jointly desire and intend to amend the JPA to expressly authorize the District to exercise its authority under Government Code section 6505.6.

Now, Therefore, Be It Resolved, by the Boards of Supervisors of Sonoma and Mendocino Counties that the Joint Powers Agreement creating the Sonoma Mendocino Economic Development District is amended as follows

1. Existing paragraph 9 of the JPA dated July 2015 designating the County of Sonoma as fiscal agent for the District is deleted in its entirety.
2. The following replacement language for a new paragraph 9 is added to the amended JPA:

“9. Custody of Funds – Reporting – Financial Agent: Government Code section 6505.6 specifically authorizes the District Board of Directors to appoint one of its officers or employees as treasurer and auditor in lieu of the designation process set forth in Government Code section 6505.5. In accordance with Government Code section 6505.6, the District Board

of Directors may adopt a District Resolution that makes these appointments and directing that all revenues and funds received by the District, or which have been received or held on the District's behalf, shall be placed in an operating account designated by the District Board of Directors. A treasurer or auditor appointed under this section shall perform all duties in accordance with applicable law, including but not limited to Government Code sections 6505 and 6505.5. The District shall be responsible for any such appointee performing these legal duties and completing audits in accordance with local, state and federal reporting and accounting requirements.

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."

3. Except to the extent specifically amended herein, the provisions of the JPA shall continue to be in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the JPA or any right of the members thereof.

PROJECT BACKGROUND

Every five years, the Sonoma-Mendocino Economic Development District (SMEDD) unites the counties of Mendocino and Sonoma in creating a joint Comprehensive Economic Development Strategy (CEDS) for the two-county region. Funded by the federal Economic Development Administration and with input from local partners and community members, this multi-year strategy aims to uncover untapped economic potential in the region and to secure a robust and stable regional economy.

Traditionally, the SMEDD has relied on each county to separately promote and educate their constituents on the CEDS. This RFP is to create a single compelling site with a goal to establish the SMEDD as its own entity, educate the region on CEDS and the 52 projects and be a single source of District's Board of Director's meetings, agendas and communications

WHAT IS THE SONOMA-MENDOCINO ECONOMIC DEVELOPMENT DISTRICT?

The Sonoma-Mendocino Economic Development District is a two-county partnership, created through a joint power's agreement in 2015, to engage in regional economic development planning. County leaders recognized an important opportunity to coordinate and pool resources in areas where joint planning can accomplish more for the region's development than either county's independent efforts. The district is responsible for overseeing completion and implementation of the Sonoma-Mendocino CEDS. The 2022 CEDS was recently completed by a regional strategy committee.

WHAT IS A CEDS?

A CEDS is a federally-required regional economic development plan that must be completed in order to become eligible for various funding programs under the Economic Development Administration (EDA), an agency within the U.S. Department of Commerce. A CEDS should not be viewed solely as a mechanism for qualifying for federal funding. It serves as a roadmap for regional economic development in general—linking, leveraging, and aligning local assets and stakeholders to achieve regional goals.

WHAT IS THE REQUEST?

Our top priority is to establish credibility for and education of the SMEDD. The ADA compliant website quote must include development of navigation, content, programming, graphics for the SMEDD.

The site to include but not limited to:

- Goal and objective of the SMEDD
- Sonoma Mendocino CEDS details and its projects
- Access to all board meetings and documents to comply with Brown Act transparency
- Details of BOD, CEDS Strategy Committee, stakeholder partner
- Ability to engage with Board and stakeholders

We do not currently have a design aesthetic or brand; however, the visual design should capture the beauty and work being done in both regions. The County visitor centers can supply most of the photography. We would like to have a new logo, but this is dependent on budget.

We currently have a budget of \$ 35,000

Upon acceptance of the RFP work can begin immediately