

MEMORANDUM OF UNDERSTANDING
BETWEEN
Sonoma Mendocino Economic Development District
AND
County of Sonoma

Preamble

This Memorandum of Understanding (MOU) is entered into by and between the Sonoma Mendocino Economic Development District (hereinafter referred to as "SMEDD"), and the County of Sonoma (hereinafter referred to as "County").

WHEREAS, Sonoma and Mendocino Counties, in compliance with parameters set forth by the United States Economic Development Administration, have jointly formed an Economic Development District through a Joint Powers Agreement; and

WHEREAS, SMEDD has received grant funding for administration and programming related to economic development initiatives in the two-county region; and

WHEREAS, SMEDD has no employees to perform administrative and fiscal duties; and

WHEREAS, County has the expertise in the delivery of services related to staffing, contracting, and fiscal oversight contemplated by this MOU; and

WHEREAS, both SMEDD and County have a mutual goal of serving the economic development interests of the two-county region;

NOW, THEREFORE, SMEDD and County agree to the following provisions:

General Provisions

I. Purpose

The purpose of the MOU is to provide SMEDD with knowledge and resources to support economic development efforts through program development, management, fiscal and contracting services utilizing County staff.

Each party to this MOU shall perform the services and shall complete all obligations assigned to that party as described in "Exhibit A: Scope of Work" (hereinafter "Exhibit A").

II. Term of Memorandum of Understanding

- A. The term of this Memorandum of Understanding shall be from April 1, 2021 through June 30, 2022, unless terminated earlier in accordance with the provisions in II.B. below.
- B. Either party to this Memorandum of Understanding may terminate the Memorandum of Understanding for convenience and without cause. Termination shall be effected by giving the other party thirty (30) days advance written notice of the effective date of termination.

III. Payment

SMEDD shall reimburse County for any expenses incurred related to performance of the activities identified in "Exhibit A," and development of an updated Comprehensive Economic Development Strategy, and fiscal, administrative and project management services as set forth in SMEDD's annual approved budget ("Exhibit B").

IV. Method and Place of Giving Notice

All notices, bills, payments, and reports shall be made in writing and addressed as follows:

SMEDD: Sonoma Mendocino Economic Development
District
Attn: Michael Nicholls
mcnicholls@me.com

COUNTY: Economic Development Board
Attn: Sheba Person-Whitley
141 Stony Circle, Ste. 130
Santa Rosa, CA 95401
Sheba.Person@sonoma-county.org

Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

V. Records Maintenance

Both parties shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to each party for inspection at any reasonable time. Both parties shall maintain such records for a period of four (4) years following completion of work hereunder.

VI. Conflict of Interest

Both parties covenant that they presently have no interest and that they will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Both parties further covenant that in the performance of this Agreement no person having any such interests shall be employed. In addition, SMEDD's Board members shall complete and file a "Statement of Economic Interest" in accordance with state law.

VII. Nondiscrimination

Without limiting any other provision hereunder, both parties shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

VIII. AIDS Discrimination

Both parties agree to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

IX. Status of County Employees

The parties intend that County of Sonoma Economic Development employees, in performing the services specified herein, shall act as an independent contractor for services performed for SMEDD and shall control the work and the manner in which it is performed. In the event County exercises its right to terminate this Agreement, SMEDD expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

X. Monitoring

County shall, during normal business hours and as often as any agent of SMEDD or the state or federal government may deem necessary, make available for examination and/or duplication all of its records with respect to all matters covered by this MOU. County acknowledges that federal, state, and local entities shall have the right to observe, monitor, evaluate, audit, examine, and investigate all of the activities conducted by County which are associated with this MOU.

XI. Dispute Resolution

If any conflicts or disputes arise between the two parties, involved staff shall meet in a timely manner to resolve the conflict or dispute. It is acknowledged by

both parties that the purpose of such meeting is to come to a resolution that is in the best interest of both parties.

XII. Merger

This writing is intended both as the final expression of the MOU between the parties hereto, with respect to the included terms and as a complete and exclusive statement of the terms of the MOU, pursuant to Code of Civil Procedure section 1856. No modification of this MOU shall be effective unless and until such modification is evidenced by a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the Effective Date.

SMEDD

COUNTY OF SONOMA

By: _____
Michael Nicholls
Chair

By: _____
Sheba Person-Whitley
Director

Date: _____

Date: _____

Reviewed for Content

By: Linda Schiltgen
Linda Schiltgen
Chief Deputy County Counsel

Exhibit A: Scope of Work

This MOU provides support to the Sonoma-Mendocino Economic Development District (SMEDD). The objectives of the MOU are to provide SMEDD with the capacity to develop and execute economic development projects, and related fiscal and contracting services.

County Responsibilities:

A. PROGRAM DEVELOPMENT AND MANAGEMENT

1. Provide staffing and coordination for SMEDD projects and initiatives.
2. Develop and release a Request for Proposals for the creation of an updated Comprehensive Economic Development Strategy (CEDS).
3. Contract with selected consultant for creation of the CEDS.
4. Contract as needed with consultants for project management.

B. FISCAL OVERSIGHT AND CONTRACTING SERVICES

1. Provide administrative and fiscal services and oversight.
2. Engage in financial transactions and contracts related to SMEDD projects and initiatives, in compliance with funding related goals and requirements, and in accordance with SMEDD's annual approved budget.
3. Track time spent, in increments of tenths of an hour, on items specified in this Exhibit and submit those costs, along with an invoice, to SMEDD for board approval.

SMEDD Responsibilities:

1. Creation and execution of regional economic development strategies.
2. Monitor and review progress of regional economic development strategies.
3. Research of and exploration of ongoing funding opportunities.

Exhibit B: Fiscal Provisions & Budget

1. As compensation for services contemplated by this MOU, County shall receive a not to exceed amount of \$356,686.
2. County shall receive the following in accordance with the budget below:

Contract Services	\$130,000
Project Manager	\$32,750
District Administrator	\$83,714
Fiscal Agent	\$16,625
Administrative Aide	\$93,597
TOTAL	\$356,686

3. Based on the expenses identified in Budget, County shall initiate and submit invoices to SMEDD for approval.
4. County shall not claim reimbursement under this MOU for expenditures reimbursed or financed by any other federal, state, or local government source.