



Sonoma Mendocino Economic Development  
District - Board of Directors Special Meeting -  
February 24, 2023, at 1:00 pm PST

<https://sonomacounty.zoom.us/j/98872334454?pwd=NitpY1Z6NGRoMWJrUEo5RTUxRWs1dz09>



**Sonoma Mendocino Economic Development District  
Board of Directors Special Meeting - February 24, 2023, at 1:00 pm PST**

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Time	Agenda Item	Discuss	Action
1:00 pm	Call to Order by Mary Anne Petrillo, Chair	X	X
	<ul style="list-style-type: none"> <li>Roll Call by Bradley Johnson</li> </ul>	X	
1:05 pm	Open time for Public Expression	X	
1:10 pm	<b>Business Item: U.S. Economic Development Administration Supplemental Grant No. ED20SEA3070045 – Consideration and Discussion of Qualifying Projects and Approval of a Project List</b> by Joshua Metz, RGS Senior Advisor (District Manager), Tracy Fuller (RGS Senior Advisor), Carrie Rogers (RGS Senior Advisor) <ul style="list-style-type: none"> <li>The Board of Directors will discuss and consider taking action on a proposed RGS Professional Services Workplan utilizing CARES Act grant funds.</li> </ul>	X	X
1:55 pm	<b>Business Item: Consideration and approval of \$180,000 Contract Amendment with Regional Government Services to perform Professional Services Associated with U.S. Economic Development Administration Supplemental Grant No. ED20SEA3070045</b> by Bradley Johnson, Sonoma County Economic Development Board, Business Strategy Analyst <ul style="list-style-type: none"> <li>The Board of Directors will discuss and consider approving a contract amendment for services in support of utilizing CARES Act Grant Funds</li> </ul>	X	X
2:00 pm	Adjournment by Mary Anne Petrillo, Chair	X	X

For a copy of public board packet materials, please visit [smedd.specialdistrict.org](http://smedd.specialdistrict.org) or email Abigail Scott ([ascott@rgs.ca.gov](mailto:ascott@rgs.ca.gov)).  
 Note: The SMEDD website address will be changing to [SMEDD.org](http://SMEDD.org) within 60 days.



**DATE:** February 24, 2023

**TO:** Board of Directors

**FROM:** Joshua Metz, Regional Government Services, Senior Advisor  
Tracy Fuller, Regional Government Services, Senior Advisor  
Carrie Rogers, Regional Government Services, Senior Advisor

**SUBJECT:** U.S. Economic Development Administration Supplemental Grant No. ED20SEA3070045 –  
Consideration and Discussion of Qualifying Projects and Approval of a Project List

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**STATEMENT OF ISSUE:** The Sonoma Mendocino Economic Development District (SMEDD) has \$237,778 in remaining unspent grant authority from its \$400,000 Supplemental Grant. These funds must be expended on qualified programs or projects by June 30, 2023. Any unexpended portion of the \$400,000 Supplemental Grant award must be returned to the U.S. EDA. The purpose of this item is to consider and adopt a list of programs and projects that SMEDD shall pursue.

**SUMMARY OF RECOMMENDED ACTION:** (See Draft RECOMMENDATION for Alternative 1 on Page 3 for expanded draft language.)

Approve a Proposed Work Plan upon which \$180,000 of the remaining \$237,778 in Supplemental Grant funds may be expended. This action does not approve specific contracts. Direct that the SMEDD submit any required forms and/or documents that may be required by the U.S. Economic Development Administration such that the approved Proposed Work Plan can be approved by the U.S. EDA if needed. Authorize the negotiation of any contracts which may be required with vendors or service providers. Extend authorities to the Board Chairperson with limits on those authorities to execute contracts on behalf of the Board regarding only activities funded by U.S. Economic Development Administration Supplemental Grant No. ED20SEA3070045.

**FINANCIAL IMPACTS:**

Failure to expend the remaining grant funds will result in the return of unspent funds to the U.S. EDA, which would negatively impact the economic development efforts for which the SMEDD was formed, and deprive the communities located in the counties of Sonoma and Mendocino of the benefits of the economic development programs contemplated by the expenditure of these grant funds. Lower economic activity has the potential to result in a lower standard of living for some community members.

**BACKGROUND:**

The U.S. Economic Development Administration, an agency in the United States Department of Commerce, has granted \$400,000 to the SMEDD for use for economic development projects. See Attachment A. “U.S. EDA Authorized Scope of Work for Supplemental Grant”.

To date, \$162,222 has been expended for the production of a Comprehensive Economic Development Strategy (CEDS) and related items. The balance of the grant, \$237,778, is available for activities consistent with the purpose and objectives of the grant, but the funds must be expended by June 30, 2023.

At its meeting of February 10, 2023, the SMEDD Board authorized submission of a Budget Amendment request to the U.S. EDA as follows:

Professional Services	\$180,000
Travel	\$9,000
Contractual Services	\$25,000
Indirect Services (10%)	\$23,778
<b>TOTAL</b>	<b>\$237,778</b>

On Wednesday, February 22, 2023, the SMEDD received notification that the Budget Amendment has been approved by the U.S. EDA.

At the February 10, 2023, SMEDD meeting, the Board also directed the drafting of a plan of action for programming and expending the \$180,000 professional services portion of the grant, which had been previously programmed for salaries and benefits, and to flesh out a Proposed Work Plan to “increase our economic recovery and resiliency from COVID”.

The SMEDD Board has determined that undertaking economic development supported by expending the remaining grant funds is in the best interests of the communities of Mendocino and Sonoma Counties.

**DISCUSSION:**

Various programs have been suggested for expenditure of the remaining balance of the grant award. After careful consideration of the major categories of activities that meet the U.S. EDA’s request that the SMEDD “move efficiently and spend the money”, the following four main strategic tasks that can be delivered quickly have been developed for the Board’s discussion and consideration. Subtasks are proposed for each of these main task categories.

	<b>Budget Projection</b>	<b>Percent of Budget Projection</b>
<b>Task 1: SMEDD Education, Awareness, and Capacity</b>	<b>\$61,580</b>	<b>34%</b>
<b>Task 2: Recovery and Resiliency Technical Assistance</b>	<b>\$52,480</b>	<b>29%</b>
<b>Task 3: Recovery and Resiliency Technical Assistance Funding</b>	<b>\$51,140</b>	<b>29%</b>
<b>Task 4: Grant Compliance and Oversight</b>	<b>\$14,780</b>	<b>8%</b>
	<b>\$179,980</b>	<b>100%</b>

Please see Attachment B. Proposed Work Plan for Professional Services Category of Supplemental Grant for details regarding the tasks and their subtasks.

**ALTERNATIVES:**

**1:** Consider and approve the attached Proposed Work Plan for Professional Services; authorize and direct administrative support to submit any needed forms or documents to the U.S. Economic Development Administration; and establish contracting authority and place limits on contracting authority for items approved under the \$237,778 Budget Amendment only.

**2:** Consider, *modify, and approve* the attached Proposed Work Plan for Professional Services; authorize and direct administrative support to submit needed forms or documents to the U.S. Economic Development Administration; and establish contracting authority and place limits on contracting authority for items approved under the \$237,778 Budget Amendment only.

**3:** Other approach(s) as may be developed after public comments and Board deliberations.

**4:** Decline to act.

**RECOMMENDATION for Alternative 1:**

Move to:

- Approve a list of programs and projects upon which the remaining grant funds may be expended (“Proposed Work Plan”); and
- Direct that SMEDD submit any forms and/or documents that may be required by the U.S. Economic Development Administration such that the Proposed Work Plan can be approved by the U.S. EDA if needed; and
- Authorize the negotiation of any contracts which may be required with vendors or service providers, subject to contract execution limits outlined below, and
- Because of the time constraints to expend remaining grant funds, the Board determines that it is necessary to delegate limited authority to execute contracts to the Board’s Chairperson. Therefore, the Board hereby authorizes the SMEDD Board Chairperson to execute contracts for U.S. Economic Development Administration Supplemental Grant expenditures without further Board approval subject to the following provisions:
  - Individual contracts which exceed \$25,000 shall be executed only after review and approval by the Board at a regular or special meeting;
  - Individual contracts up to \$25,000 may be executed by the Board Chairperson provided that, once the total proposed contracts for any single vendor reach \$25,000, any proposed subsequent contracts be submitted to the Board of Directors for its approval.

**ATTACHMENTS**

- A. U.S. EDA Authorized Scope of Work for Supplemental Grant
- B. Proposed Work Plan for Professional Services Category of Supplemental Grant

## Authorized Scope of Work

The Scope of Work for this Award includes authorized activities to prevent, prepare for, and respond to the coronavirus (COVID-19) pandemic or respond to economic injury as a result of coronavirus. Such activities shall include one or more of the following pre-approved grant activities that shall focus on the geographic region within the Recipient's Economic Development District or Tribal territory:

1. Short-term and long-term economic development planning and coordination to develop or update a disaster recovery and resiliency economic development plan, focused on pandemic recovery and resiliency, consistent with the approved Comprehensive Economic Development Strategy (CEDS) maintained by the recipient. Alternatively, rather than a separate plan, the CEDS itself can be updated to include a focus on pandemic recovery or resiliency based on the existing or anticipated COVID-19 impact, general needs, and capacities of the EDD or Indian Tribe;
2. Funding for one or more regional disaster economic recovery coordinators for a two-year period to serve the communities and local governments across the geographic region within the EDD or Tribal territory. Disaster recovery coordinators will also serve as a liaison in identifying potential resiliency, mitigation, and economic recovery projects in the disaster-impacted areas. Additional work elements of the position will include but not be limited to the following:
  - i. Implement economic recovery and resilience plans with the goal of rebuilding resilient and sustainable communities throughout the organization's region;
  - ii. Assist in local, state, and federally led coronavirus recovery planning efforts among the most highly impacted communities;
  - iii. Help identify economic development grant-eligible projects with state and federal resources for locally impacted communities to ensure these entities take full advantage of available funding opportunities;
  - iv. Identify and foster private and non-profit partnership opportunities;
  - v. Serve as a liaison between local, state, and federal partners in order to speed the recovery process through strategic technical assistance and local capacity augmentation for the highly impacted communities within the organization's jurisdiction; and
  - vi. Facilitate the implementation of locally generated disaster recovery economic development projects developed as part of the CEDS or CEDS-aligned economic recovery and resilience plan;
3. Technical Assistance and capacity building for member organizations, local businesses, and other local stakeholders impacted by coronavirus; and/or
4. Organizational capacity support for coronavirus response, including technology costs and personnel costs for staff members directly working on or supporting the work of the organization's coronavirus-related economic development response, including additional hiring as needed.



**PROPOSED WORK PLAN**  
**For a Portion of the U.S. Economic Development Administration Supplemental Grant**  
**No. ED20SEA3070045**  
**Timeframe: 2/10/23 - 6/30/23**  
**Budget: \$180,000**

Regional Government Services' (RGS) SMEDD team is comprised of six professionals with 150 years of combined experience.

The SMEDD proposed work plan consists of four key components:

1. SMEDD Education, Awareness, and Capacity
2. Recovery and Resiliency Technical Assistance
3. Economic Development Grant Application Readiness and Opportunities
4. Grant Compliance and Oversight

**Task 1: SMEDD Education, Awareness, and Capacity**, includes three main goals:

1. Increase stakeholder understanding, interest, and engagement
2. Strengthen SMEDD information resources to support resiliency and recovery
3. Establish productive stakeholder relationships to develop the SMEDD Board and support future actions

**Task 1.1: Education (External):** Educate stakeholders about the SMEDD's purpose, capacity, goals, resources, etc., through outreach including: stakeholder convening(s), webinar(s), digital content.

1. **Stakeholder Convening:**

- a. Participate in planned events of Sonoma County Economic Development Board (EDB) or West Business Development Center (BDC) to provide an update for the attendees, such as: County Board of Supervisors, City Councils, local jurisdiction committees, chambers of commerce, and interest groups

2. **SMEDD Board Member Recruitment:**

- a. Enhance Board member profiles on the SMEDD website
- b. Produce a useful Board member prospectus regarding roles and level of commitment needed

**Task 1.2: Education (Internal):**

1. Support education of the SMEDD Board and RGS team by attending the EDA Regional Roundtable, which is designed to strengthen bonds between Economic Development Districts (EDD), the EDA regional office, and the national network of EDDs, as well as training, funding, and legislative updates,

to better position EDDs to support their regions with economic recovery and resilience efforts.

2. RGS SMEDD Strategic Planning and field assessment, designed to provide further understanding of the region's strengths, weaknesses, opportunities, and threats.

**Task 1.3: Stakeholder Awareness:**

1. Build awareness of the SMEDD's stakeholders (e.g., Boards of Supervisors, City Councils, local jurisdiction committees, chambers of commerce, community groups)
2. Build awareness of the SMEDD's purpose, capacity, goals, and resources

**Task 1.4: Build SMEDD Capacity:**

1. Enhance the SMEDD's website by adding West BDC's Grant Portal and developing content on business resources, resiliency resources, technical advisory materials, and agency partners

**Budget for Task 1: \$61,580 (34% of total budget)**

**Task 2: Recovery and Resiliency Technical Assistance:** Conduct recovery and resiliency technical assistance for two underserved Mendocino County and two underserved Sonoma County cities or communities through assessment of business friendliness and revenue enhancement assessments.

**Task 2.1: Business Friendly Assessment:** Review of incentives, programs, communication, processes, fees, timelines, and demonstrated commitment to economic development as a priority, to facilitate existing businesses, business expansion and attraction.

1. Community outreach and coordination
2. Community assessment
3. Recommendations and education

**Task 2.2: Revenue Enhancement Assessment:** Review and analyze Sales Tax, Transient Occupancy Tax (TOT), Business License Tax, and Property Tax revenues in geographic zones to establish an economic activity baseline, develop a commercial revenue report and recommendations for revenue capture and business retention.

1. Community outreach and coordination
2. Community assessment
3. Recommendations and education

**Budget for Task 2: \$52,480 (29% of total budget)**

**Task 3: Economic Development Recovery and Resiliency Funding:** Evaluate and build the SMEDD's capacity to pursue and secure various sources of grant funding.

**Task 3.1: Funding Readiness:**

1. Readiness Assessment: Conduct an assessment of the SMEDD; existing grant resources (e.g., frequently required information such as overview, bios, partners, experience, etc.)
2. Content Development: Information gathering and response content development



**Task 3.2: Funding Opportunities:** Research and communicate prospective economic development grant funding

1. Funding Agency Coordination (outward looking): Analyze available federal, state, and county grant opportunities to determine eligibility and advance recovery and resiliency
2. Outgoing Content Management: Share information on website, newsletter, and email communication

**Task 3.3: Funding Technical Assistance:** Assist in the development of at least one grant application, depending on availability

1. Assist in the development of at least one grant application, depending on availability (e.g., industrial parks, land use regulations, grant training workshops, district committees, economic development programs, business development, tribal entities or local governments)

**Budget for Task 3: \$51,140 (29% of total budget)**

**Task 4: Grant Compliance and Oversight:**

**Task 4.1: Progress and Financial Reporting:** Compilation of financial activity; status update of recovery and resiliency projects; and report preparation.

**Budget for Task 4: \$14,780 (8% of total budget)**



**DATE:** February 24, 2023  
**TO:** Board of Directors  
**FROM:** Bradley Johnson, Sonoma County Economic Development Board, Business Strategy Analyst  
**SUBJECT:** Consideration and approval of a \$180,000 Contract Amendment with Regional Government Services to perform Professional Services Associated with U.S. Economic Development Administration Supplemental Grant No. ED20SEA3070045

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**STATEMENT OF ISSUE:** In 2022, the Sonoma Mendocino Economic Development District (SMEDD) contracted for DISTRICT ADMINISTRATION SERVICES with Regional Governmental Services. The SMEDD wishes to consider and approve a Contract Amendment for \$180,000 for Professional Services in order to undertake an Economic Development Work Plan. The purpose of this item is to present a contract amendment to an existing contract with Regional Government Services for ON-DEMAND SERVICES in the amount of \$180,000.

**SUMMARY OF RECOMMENDED ACTION:** (See Draft RECOMMENDATION for Alternative 1 on Page 3.)

Approve a Contract Amendment for \$180,000 with Regional Government Services for ON-DEMAND SERVICES.

**FINANCIAL IMPACTS:**

Approval of a Contract Amendment with RGS would commit the SMEDD to expenditures of up to \$180,000 to be funded out of U.S. Economic Development Administration Supplemental Grant No. ED20SEA3070045. These expenditures would support economic development activities, activities which are subject to modification by the Board and detailed in the SMEDD's Supplemental Grant Work Plan (Attachment B reflects the proposed Work Plan as of this writing).

**BACKGROUND:**

The U.S. Economic Development Administration has authorized \$180,000 to be spent on Professional Services as part of its original \$400,000 award to the SMEDD for use for economic development projects.

Currently, all unspent grant funds are authorized by the U.S. EDA for uses in the following categories:

Professional Services	\$180,000
Travel	\$9,000
Contractual Services	\$25,000
Indirect Services (10%)	\$23,778
<b>TOTAL</b>	<b>\$237,778</b>

At its February 10, 2023, meeting, the Board directed the drafting of a plan of action for programming and expending the \$180,000 professional services portion of the grant, requested that RGS prepare a Proposed Work Plan to “increase our economic recovery and resiliency from COVID”. RGS anticipates presentation of this Work Plan to the Board at its February 24, 2023, meeting.

**DISCUSSION:**

The SMEDD has \$237,778 in remaining unspent grant authority from its \$400,000 Supplemental Grant which must be expended by June 30, 2023. This is a very short deadline. Often, governmental procurement processes are protracted, and in this situation, can be expected to push actual performance of desired Work Program tasks out into the future beyond the June 30, 2023, deadline, effectively making the tasks impossible to fund through the existing grant and resulting in the return to the U.S. EDA of a significant amount of awarded grant funds.

Contracts for Professional Services are permitted under the Government Code and are not subject to public works project procurement regulations.

RGS wishes to call the Board’s attention to the bill rates for Task 2. Specifically, Amendment No. 1 will reflect a modest change in the bill rate for a senior advisor reflecting the nature of the proposed work for Task 2 as distinct from Task 1. Analysis of this rate change under the Proposed Work Plan results in an impact of \$2,760. Services performed for Task 2 are subject to the Not-To-Exceed limit of \$180,000. Services performed for Task 1 will continue to be billed under the rates approved by the Board for Task 1. RGS invoices will reflect Task 1 and Task 2 activity separately.

**ALTERNATIVES:**

**1:** Consider and approve the attached proposed Contract Amendment for Professional Services titled AMENDMENT NO. 1 TO MANAGEMENT AND ADMINISTRATIVE SERVICES AGREEMENT by and between the SMEDD and RGS.

**2:** Consider, *modify*, and approve the attached proposed Contract Amendment for Professional Services titled AMENDMENT NO. 1 TO MANAGEMENT AND ADMINISTRATIVE SERVICES AGREEMENT by and between the SMEDD and RGS. This may result in a delay of commencement of the Work Plan as another Special Meeting will be needed to present a revised proposed Amendment.

**3:** Decline to act.

**RECOMMENDATION for Alternative 1:**

Move to:

- Approve AMENDMENT NO. 1 TO MANAGEMENT AND ADMINISTRATIVE SERVICES AGREEMENT by and between the SMEDD and RGS

**ATTACHMENTS**

- A. Agreement for Management and Administrative Services between the SMEDD and RGS
- B. Proposed Contract Amendment for Professional Services titled AMENDMENT NO. 1 TO MANAGEMENT AND ADMINISTRATIVE SERVICES AGREEMENT by and between the SMEDD and RGS



RGS is committed to reducing paper waste by converting to electronic processes. Toward these waste reduction goals, RGS uses DocuSign to digitally sign and execute our Agreements. DocuSign provides a secure and legally binding digital signature process which eliminates the need for printing and distribution of documents for signature. Additionally, and especially under the current health and safety restrictions, RGS requests that agencies use electronic payment methods whenever possible to reduce mailing and paper expenses. RGS requests your assistance with meeting these waste reduction goals by joining us in the use of DocuSign and electronic payment methods during our collaboration.

**Preamble:** The agreement for services described below is also an agreement to engage in a relationship between organizations – Agency partners. In order to establish a mutually respectful relationship as well as a productive one, RGS has adopted the following values and business methods.

### **Our Values**

- **Expert Services:** RGS serves exclusively public sector agencies with its team of public-sector experts.
- **Innovation:** RGS encourages and develops innovative and sustainable services to help each Agency meet its challenges through new modes of service provision.
- **Customer Driven:** RGS customizes solutions to achieve the right level and right kind of service at the right time for each Agency's unique organizational needs.
- **Perseverance:** Sometimes the best solutions are not immediately apparent. RGS listens, works with you, and sticks with it until a good fit with your needs is found.
- **Open Source Sharing:** RGS tracks emerging best practices and shares them, learning openly from each other's hard-won experience.
- **Commitment:** Government agencies are the public's only choice for many services. Public trust is earned and must be used wisely. And RGS will do its part. Each Agency should and will know how RGS sets its rates. RGS' pledge to you is that we will act with honesty, openness, and full transparency.

### **How RGS Does Business**

When you work with RGS you can expect:

- RGS will strive to be explicit up front and put our understandings in writing. Before making assumptions, we hope to talk directly to prevent any misunderstandings.
- Ongoing interaction throughout our relationship to ensure that your needs are being met, and that projects progress appropriately and agreed-upon timelines are met.
- RGS is committed to honest interaction.
- When RGS employees are on your site, we expect them to treat people respectfully and be treated respectfully. If problems arise, we want to communicate early, accurately, and thoroughly to ensure that we find mutually acceptable solutions.
- As a public Agency, partnering is valued. We look out for each Agency's interests consistent with maintaining the public trust.
- To keep expectations realistic, it is important to understand that RGS is a governmental, joint powers authority evolving to meet changing local government needs. RGS has carefully constructed policies and procedures to allow maximum flexibility to meet your needs.

## **Agreement for Management and Administrative Services**

**This Agreement** for Management Services (“Agreement”) is made and entered into as of the 14<sup>th</sup> day of November 2022, by and between the **SONOMA-MENDOCINO ECONOMIC DEVELOPMENT DISTRICT**, a municipal agency (“Agency”), and **Regional Government Services Authority** (RGS), a joint powers authority, (each individually a “Party” and, collectively, the “Parties”).

### **RECITALS**

**THIS AGREEMENT** is entered into with reference to the following facts and circumstances:

- A. That Agency desires to engage RGS to render certain services to it;
- B. That RGS is a management and administrative services provider and is qualified to provide such services to the Agency; and
- C. That Agency has elected to engage the services of RGS upon the terms and conditions as hereinafter set forth.

### **TERMS AND CONDITIONS**

**Section 1. Services.** The services to be performed by RGS under this Agreement shall include those services set forth in the attached **Exhibits**, which are incorporated by this reference herein and made a part hereof as though it were fully set forth herein.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in the **Exhibits**.

- 1.1 Standard of Performance.** RGS shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the types of services that RGS agrees to provide in the geographical area in which RGS operates.
- 1.2 Service Advisor.** To ensure quality and consistency for the services provided, RGS also assigns a service advisor to Agency. The service advisor is available to assigned RGS staff and to Agency management and will check in regularly with both to address program/project directives. Typically service advisor time is not billed to Agency, with some exceptions where significant programmatic direction is provided.
- 1.3 Reassignment of Personnel.** Assignment of personnel to provide the services described in the **Exhibits** is at the sole discretion of RGS. In the event that Agency or RGS, at any time during the term of this Agreement, desires the reassignment of personnel, Agency and RGS shall meet and discuss in good faith to address the issue of concern, including but not limited to reassigning such person or persons. For the avoidance of doubt, however, RGS retains sole control as to assignment of its personnel.
- 1.4 Time.** RGS shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance described above and to provide the services described in the **Exhibits**.

## **Term of Agreement and Termination.**

- 2.1** Services shall commence on or about November 14, 2022, and this Agreement is anticipated to remain in force to June 30, 2023, at which time services may continue on a month-to-month basis until one party terminates the Agreement or if Section 3 contains a “not to exceed” amount, until RGS charges for services reach the not-to-exceed amount at which point the Agreement will automatically terminate unless amended. Services provided under the month-to-month provision are subject to current RGS staff rates in effect at the time of service. Once this Agreement has converted to a month-to month basis, it shall automatically terminate upon the ninety-first (91<sup>st</sup>) continuous day with no billable service hours. After the ninety-first (91<sup>st</sup>) day with no billable service hours, RGS shall provide Agency with written notice of the automatic termination of the Agreement.
- 2.2** This Agreement may be terminated by either Party, with or without cause, upon 30 days’ written notice. Agency has the sole discretion to determine if the services performed by RGS are satisfactory to the Agency which determination shall be made in good faith. If Agency determines that the services performed by RGS are not satisfactory, Agency may terminate this Agreement by giving written notice to RGS. Upon receipt of notice of termination by either Party, RGS shall cease performing duties on behalf of Agency on the termination date specified and the compensation payable to RGS shall include only the period for which services have been performed by RGS.

**Section 2. Compensation.** Payment for services under this Agreement shall not exceed \$60,000 and shall be as provided in the **Exhibits**.

**Section 3. Effective Date.** This Agreement shall become effective on the date first herein above written.

**Section 4. Relationship of Parties.**

- 5.1** It is understood that the relationship of RGS to the Agency is that of an independent contractor and all persons working for or under the direction of RGS are its agents or employees and not agents or employees of Agency. The Agency and RGS shall, at all times, treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of the Agency. Agency shall have the right to control RGS employees only insofar as the results of RGS’ services rendered pursuant to this Agreement. In furtherance of this Section 5.1, the Parties agree as follows:

**5.1.1** Agency shall not request from RGS or from an RGS employee providing services pursuant to this Agreement an RGS employee’s Social Security Number or other similar personally identifying information.

**5.1.2** Agency shall not report an RGS employee to a third party as an employee of Agency. For the purposes of this Section 5.1, “third party” means another government agency, private company, or individual.

**5.1.3** In the event that a third-party requests information about an RGS employee—including but not limited to personally identifying information, hours or locations worked, tasks performed, or compensation—Agency shall inform RGS of the request prior to responding. If Agency possesses such information about an RGS employee, the Parties shall confer in good faith about an appropriate and legally compliant response to the request.

**5.2** RGS shall provide services under this Agreement through one or more employees of RGS qualified to perform services contracted for by Agency. The positions of RGS staff that will coordinate services to the Agency are indicated in the **Exhibits**. The Executive Director or assigned supervising RGS staff will consult with Agency on an as-needed basis to assure that the services to be performed are meeting Agency's objectives. At any time the RGS employee may be providing services to one or more RGS clients concurrent with the services being provided under this Agreement.

**5.3** Agency shall not have the ability to direct how services are to be performed, specify the location where services are to be performed, or establish set hours or days for performance of services, except as set forth in the **Exhibits**. Agency confirms that RGS employees are not assuming and are not expected to assume any Agency staff position(s).

**5.4** RGS employees may require access to Agency's computer systems and networks to complete the assigned services. RGS requires its employees to agree to appropriate system usage policies, which include a pledge not to use partner agency electronic equipment for anything other than partner agency work. (These policies can be provided to Agency upon request.)

**5.5** Agency shall not have any right to discharge any employee of RGS from RGS employment.

**5.6** RGS shall, at its sole expense, supply for its employees providing services to Agency pursuant to this Agreement any and all benefits, such as worker's compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the services; pay any and all taxes incurred as a result of the employee(s) compensation, including employment or other taxes; and provide Agency with proof of payment of taxes on demand.

**Section 5. General Liability Coverage.** RGS, pursuant to California Government Code Section 990, may satisfy its contractual liabilities with self-insurance and/or participate in a pooled risk purchasing program. RGS has and will continue to maintain a program of liability coverage against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by RGS and its agents, representatives, employees, and subcontractors.

**6.1 Workers' Compensation Coverage.**

**6.1.1 General requirements.** RGS shall, at its sole cost and expense, maintain Workers' Compensation coverage and Employer's Liability coverage with limits of not less than \$1,000,000.00 per occurrence.

**6.1.2 Waiver of subrogation.** The Workers' Compensation coverage shall be endorsed with or include a waiver of subrogation in favor of Agency for all work performed by RGS, its employees, agents, and subcontractors.

## **6.2 Commercial General, Automobile, and Professional Liability Coverages.**

**6.2.1 General requirements.** RGS, at its own cost and expense, shall maintain commercial general and automobile liability coverage for the term of this Agreement in an amount not less than \$2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. RGS shall additionally maintain commercial general liability coverage in an amount not less than \$2,000,000 aggregated for bodily injury, personal injury, and property damage.

**6.2.2 Minimum scope of coverage.** RGS coverage may not be written on ISO forms but will always provide coverage at least as broad as the latest version of the following: (A) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); and (B) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 001, code 1 (any auto).

**6.3 Professional Liability Insurance.** RGS, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability coverage for licensed professionals performing work pursuant to this Agreement in an amount not less than \$2,000,000 covering the licensed professionals' errors and omissions.

## **6.4 All Policies Requirements.**

**6.4.1 Coverage requirements.** Each of the following shall be included in the coverage or added as an endorsement:

- a. Agency and its officers, employees, and agents, shall be covered as additional covered parties with respect to RGS' general commercial, and automobile coverage for claims, demands, and causes of action arising out of or relating to RGS' performance of this Agreement and to the extent caused by RGS' negligent act, error, or omission.
- b. An endorsement to RGS' general commercial and automobile coverages must state that coverage is primary with respect to Agency and its officers, officials, employees and agents.
- c. All coverages shall be on an occurrence or an accident basis, and not on a claims-made basis.

**6.4.2 Acceptability of coverage providers.** All coverages required by this section shall be acquired through providers with a Bests' rating of no less



than A: VII or through sources that provide an equivalent level of reliability.

- 6.4.3 Verification of coverage.** Prior to beginning any work under this Agreement, RGS shall furnish Agency with notifications of coverage and with original endorsements effecting coverage required herein. The notifications and endorsements are to be signed by a person authorized to bind coverage on its behalf. Agency reserves the right to require complete, certified copies coverage at any time.
- 6.4.4 Subcontractors.** RGS shall include all subcontractors as insureds under its coverage or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 6.4.5 Variation.** During the term of this Agreement, RGS may change the insurance program in which it participates. RGS will provide reasonable notice of any such change to Agency and replacement copies of Certificates of Coverage and endorsements.
- 6.4.6 Deductibles and Self-Insured Retentions.** RGS shall disclose any self-insured retention if Agency so requests prior to performing services under this Agreement or within a reasonable period of time of a request by Agency during the term of this Agreement.
- 6.4.7 Maintenance of Coverages.** The coverages stated herein shall be maintained throughout the term of this Agreement and proof of coverage shall be available for inspection by Agency upon request.
- 6.4.8 Notice of Cancellation or Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, RGS shall provide written notice to Agency at RGS earliest possible opportunity and in no case later than five business days after RGS is notified of the change in coverage.

## **Section 6. Legal Requirements.**

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** RGS and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Reporting Requirements.** If there is a statutory or other legal requirement for RGS to report information to another government entity, RGS shall be responsible for complying with such requirements.
- 7.4 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, RGS and any

subcontractors shall comply with all applicable rules and regulations to which Agency is bound by the terms of such fiscal assistance program.

- 7.5 Licenses and Permits.** RGS represents and warrants to Agency that RGS and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide the services contemplated by this Agreement. RGS represents and warrants to Agency that RGS and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.
- 7.6 Nondiscrimination and Equal Opportunity.** RGS shall not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided under this Agreement. RGS shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

## **Section 8. Keeping and Status of Records.**

- 8.1 Records Created as Part of RGS' Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that RGS prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of Agency. RGS hereby agrees to deliver those documents to Agency upon termination of the Agreement, if requested. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for Agency and are not necessarily suitable for any future or other use.
- 8.2 Confidential Information.** RGS shall hold any confidential information received from Agency in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, RGS shall return materials which contain any confidential information to Agency. For purposes of this paragraph, confidential information is defined as all information disclosed to RGS which relates to Agency past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law. Agency shall notify RGS what information and documents are confidential and thus subject to this section 8.2.
- 8.3 RGS Books and Records.** RGS shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements

charged to Agency under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment under this Agreement.

**8.4 Inspection and Audit of Records.** Any records or documents that Section 8.3 of this Agreement requires RGS to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of Agency, for a period of three years after final payment under the Agreement.

**Section 9. Non-assignment.** This Agreement is not assignable either in whole or in part without the written consent of the other party.

**Section 10. Amendments.** This Agreement may be amended or modified only by written Agreement signed by both Parties.

**Section 11. Validity.** The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

**Section 12. Disputes.** Should any dispute arise out of this Agreement, Agency agrees that it shall only file a legal action against RGS, and shall not file any legal action against any of the public entities that are members of RGS.

**Section 13. Venue/Attorneys' Fees.** Any suit or action initiated by either party shall be brought in Alameda County, California. In the event of litigation between the Parties hereto to enforce any provision of the Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs of litigation.

**Section 14. Mediation.** Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement and each Party shall bear its own legal costs.

**Section 15. Employment Offers to RGS Staff.** Should Agency desire to offer permanent or temporary employment to an RGS employee who is either currently providing RGS services to Agency or has provided RGS services to Agency within the previous six months, said Agency will be charged a fee equal to the full-time cost of the RGS employee for one month, using the most recent RGS bill rate for the RGS employee's services to Agency. This fee is to recover RGS' expenses in recruiting the former and replacement RGS staff.

**Section 16. Entire Agreement.** This Agreement, including the **Exhibits**, comprises the entire Agreement.

## **Section 17. Indemnification.**

### **17.1 RGS' indemnity obligations.**

RGS shall indemnify, defend, and hold harmless Agency and its legislative body, boards and commissions, officers, and employees ("Indemnitees") from and against all claims, demands, and causes of action by third parties, including but not limited to attorneys' fees, arising out of RGS' performance of this Agreement, to the extent caused by RGS' negligent act, error, or omission. Nothing herein shall be interpreted as obligating RGS to indemnify Agency against its own negligence or willful misconduct.

#### **Training disclaimer**

Agency understands and acknowledges that RGS advisors may, as part of the scope of services under this Agreement, provide training on various matters including human resources, accounting, or management practices. The advice and guidance included in such training does not, and is not intended to, constitute legal advice; instead, all information, content, and materials provided are based on industry best practices, but may not be applicable in all situations. Agency staff should not act or refrain from acting on the basis of the information provided as part of a training without first seeking legal advice from counsel in its relevant jurisdiction and/or appropriate Agency approval. RGS' obligation to indemnify, defend, and hold harmless indemnities pursuant to this section 17.1 for professional errors and omissions shall not exceed \$500,000.

### **17.2 Agency's indemnity obligations.** Agency shall indemnify, defend and hold harmless RGS and its officers, directors, employees and agents from any and all claims and lawsuits where such persons are named in the lawsuit solely because of a duty any of them performs in accordance with the services outlined in Exhibit B.

It is the intent of the parties here to define indemnity obligations that are related to or arise out of Agency's actions as a governmental entity. Thus, Agency shall be required to indemnify and defend only under circumstances where a cause of action is stated against RGS, its employees or agents:

- a. which is unrelated to the skill they have used in the performance of the duties delegated to them under this Agreement;
- b. when the allegations in such cause of action do not suggest the active fraud or other misconduct of RGS, its employees, or agents; or
- c. where an Agency employee, if he had been acting in a like capacity, otherwise would be acting within the scope of that employment.

Whenever Agency owes a duty hereunder to indemnify RGS, its employees or agents, Agency further agrees to pay RGS a reasonable fee for all time spent by any RGS employee, or spent by any person who has performed work pursuant to this Agreement, for the purpose of preparing for or testifying in any suit, action, or legal proceeding in connection with the services the assigned employee has provided under this Agreement.

**17.3 Obligations and indemnity related to defined benefit retirement plan participation.**

- a. RGS and Agency acknowledge and agree that, if Agency participates in a defined benefit plan (such as CalPERS, a pension plan, or Social Security) (“Retirement Program”), it is possible that the Retirement Program may find that RGS employees providing services pursuant to this Agreement are employees of Agency and should be registered with the Retirement Program as employees of Agency, which possibility is the same as if Agency were contracting with a private consulting firm. Pursuant to Section 5.1 of this Agreement, Agency has an obligation to treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of Agency. Agency agrees not to ask RGS employees for personally identifying information.
- b. In the event that the Agency’s Retirement Program initiates an inquiry that includes examination of whether individuals providing services under this Agreement to Agency are Agency’s employees, Agency shall inform RGS within five business days and share all communications and documents from the Retirement Program that it may legally share. In the event that either RGS or Agency files an appeal or court challenge, RGS and Agency each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination. Notwithstanding Section 17.1 of this Agreement, RGS and Agency shall each bear their own costs in responding to an inquiry by a Retirement Program, including but not limited to costs of an administrative appeal or court challenge.
- c. In the event that any RGS employee or subconsultant providing services under this Agreement is determined by a court of competent jurisdiction or the Agency’s Retirement Program to be eligible for enrollment in the Retirement Program as an employee of the Agency, to the fullest extent of the law, Agency shall indemnify, defend, and hold harmless RGS for any Retirement Program contribution payment that Agency is required as a result to make to the Retirement Program as well as for the payment of any penalties and interest on such payments, if any.

**Section 18. Notices.** All notices required by this Agreement shall be given to Agency and RGS in writing, by first class mail, postage prepaid, or by email transmission addressed as follows:

**Agency:** Sonoma-Mendocino Economic Development District  
141 Stony Circle Suite 110  
Santa Rosa, CA 95401

**RGS:** Regional Government Services Authority  
P. O. Box 1350  
Carmel Valley, CA 93924  
Email: [contracts@rgs.ca.gov](mailto:contracts@rgs.ca.gov)

Notice by email transmission shall be deemed given upon verification of receipt if received before

5:00p.m. on a regular business day or else on the next business day.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized on their behalf.

DATED: 12/6/2022 \_\_\_\_\_

**Agency**

DocuSigned by:  
*Mary Anne Petrillo*  
A4DD00FF1BA0484...

By: \_\_\_\_\_  
Mary Anne Petrillo, Chair of the Board

DATED: 12/6/2022 \_\_\_\_\_

**Regional Government Services Authority**

DocuSigned by:  
*Richard Averett*  
9AD71EF0D4CE43A...

By: \_\_\_\_\_  
Richard H. Averett, Executive Director

**Exhibit A****Compensation.**

- 1. Fees.** Agency agrees to pay to RGS the hourly rates set forth in the tables below for each RGS employee providing services to Agency, which are based in part on RGS' full cost of compensation and support for the RGS employee(s) providing the services herein described.

RGS and Agency acknowledge and agree that compensation paid by Agency to RGS under this Agreement is based upon RGS' costs of providing the services required hereunder. The Parties further agree adjustments to the hourly bill rate shown below for "RGS Staff" will be made on July 1 of each year, when RGS' hourly bill rates will be adjusted by the percentage change in the Consumer Price Index (Bureau of Labor Statistics, CPI for urban wage earners and clerical workers in the San Francisco-Oakland-San Jose area) ("CPI") for the twelve months through the end of December of the prior year. Irrespective of the movement of the CPI, RGS will not adjust its hourly rates downward; nor will RGS adjust its hourly rates upward in excess of a five percentage (5%) change, excepting instances where there was no increase in the prior year's hourly rates. In that event, RGS will adjust its hourly rates by the full percentage change in the CPI for the twelve months through the end of December of the prior year.

- 2. Reimbursement of RGS' Direct Costs.** Agency shall reimburse RGS for direct external costs. Direct external costs, including such expenses as travel or other costs incurred for the exclusive benefit of the Agency are not included in the hourly bill rate and, will be invoiced to Agency when received and without mark-up. These external costs will be due upon receipt.
- 3. Terms of Payment.** RGS shall submit invoices monthly for the prior month's services. Invoices shall be sent approximately 10 days after the end of the month for which services were performed and are due and shall be delinquent if not paid within 30 days of receipt. Delinquent payments will be subject to a late payment carrying charge computed at a periodic rate of one-half of one percent per month, which is an annual percentage rate of six percent, which will be applied to any unpaid balance owed commencing 7 days after the payment due date. Additionally, in the event the Agency fails to pay any undisputed amounts due to RGS within 15 days after payment due date, then Agency agrees that RGS shall have the right to consider said default a total breach of this Agreement and the duties of RGS under this Agreement may be terminated by RGS upon 5 working days' advance written notice.

**Payment Process/Address. RGS prefers invoices be paid electronically.** Please contact RGS for electronic payment instructions —

Jefferson Kise, MBA, RGS Finance and Operations Manager  
(831) 308-2718 | [jkise@rgs.ca.gov](mailto:jkise@rgs.ca.gov)

Should it be necessary for payments to be made by check then please use the following address:

Regional Government Services Authority  
PO Box 1350 | Carmel Valley, CA 93924

***[EXHIBIT A CONTINUES ON FOLLOWING PAGE]***

**AGENCY CONTACTS**

**Agency Billing Contact.** Invoices are sent electronically only. Please provide the contact person to whom invoices should be sent:

<b>NAME</b>	<b>EMAIL</b>
Mary Anne Petrillo, CEO, West Business Development Center	maryanne@westcenter.org

**Agency Insurance Contact.** Please provide the contact person to whom the certificate of coverage should be sent:

<b>NAME</b>	<b>EMAIL</b>
Mary Anne Petrillo, CEO, West Business Development Center	maryanne@westcenter.org

**RGS STAFF**

<b>CLASSIFICATION</b>	<b>HOURLY RATE*</b>
Chief Operating Officer	\$140 to \$230
Deputy Chief Operating Officer	\$135 to \$205
Senior/Lead Advisor	\$130 to \$200
Advisor	\$120 to \$170
Project Advisor	\$110 to \$130
Project Coordinator	\$90 to \$125
Technical Specialist	\$80 to \$120

\*The Hourly Rate does not include direct external costs which will be invoiced to Agency with no markup and will fall outside of the not-to-exceed (if established) for services provided.



## Exhibit B

**Scope of Services.** Subject to the terms and conditions of this Agreement, Regional Government Services Authority (RGS) shall perform the functions as described below.

RGS will provide a team of well-qualified public administration staff to deliver the key administration activities required to support the SMEDD Board within the parameters of the operational budget. In addition, consistent with Board objectives and as funding permits, the RGS team will develop and implement programmatic events and activities. Implementing this vision relies on proactive engagement with the SMEDD Board and key stakeholders in both counties including Sonoma EDB who presently serves in administrative roles for SMEDD. Initial transitional activities will include:

- Work with SMEDD Board to determine priorities and ensure action plans exist;
- Work with SMEDD Board Members to define workflows, and coordinate expectations;
- Organize stakeholder information;
- Enhance communication and meeting tools; and
- Support website project implementation.
- Make ongoing recommendations for better stakeholder engagement
- Prepare quarterly meeting agendas and Meeting reports

Ongoing administrative tasks will include:

- Coordinate agenda packet creation and Board and standing Committee meetings;
- Maintain and enhance SMEDD website and other communication resources;
- Develop financial systems and structures as needed; and maintain financial records and perform accounting transactions for both administrative and operational program budgets;
- Provide EDA reporting;
- Pursue funding opportunities as appropriate; and
- Coordinate project and stakeholder activity reports.

As requested by the Board, in cooperation with EDB staff and subject to funding availability, RGS team members will also provide program development and operational support to include:

- Develop an events calendar and outreach messaging to publicize the organization and its programs to community stakeholders;
- Design and implement a range of economic development programs, projects and activities that align with SMEDD mission and goals;
- Measure the performance of programs and recommend approaches to optimize results; and manage logistics for key convenings and/or events.



SERVING PUBLIC AGENCIES SINCE 2002

AMENDMENT NO. 1 TO MANAGEMENT AND ADMINISTRATIVE SERVICES AGREEMENT

This first amendment to the Management and Administrative Services Agreement between the SONOMA-MENDOCINO ECONOMIC DEVELOPMENT DISTRICT("Agency") and Regional Government Services Authority, hereinafter called "RGS", is made and entered into this 10th day of February 2023.

RECITALS

The Agency and RGS entered into an Agreement for services dated November 14, 2022. This Amendment is entered into with reference to the following facts and circumstances:

- A. On February 10, 2023, the SMEDD Board requested RGS to provide professional services to plan and deliver programs consistent with the terms of U.S. Economic Development Administration Supplemental Grant No. ED20SEA3070045.
B. RGS will provide the specified professional services during the period of Feb. 10, 2023, through June 30, 2023, at a cost not to exceed \$180,000.
C. Bill rates for the team assigned to provide this service are shown in the approved program plan and consistent with the rate table in Exhibit A of the Agreement
D. Section 2, Compensation, is amended to increase the Not-To-Exceed (NTE) amount by \$180,000, to a revised total of \$240,000.
E. Exhibit B, Scope of Services, is replaced in its entirety with the attached Exhibit B-1, Scope of Services.
F. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Additional Services Amendment to be executed on the date first above written by their respective officers duly authorized in that behalf.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Agency:

RGS:

Mary Anne Petrillo, Chair of the Board

Richard H. Averett, Executive Director

## Exhibit B-1

**Scope of Services.** Subject to the terms and conditions of this Agreement, Regional Government Services Authority (RGS) shall perform the functions as described below.

### **Task 1 – DISTRICT ADMINISTRATION SERVICES**

For the period of November 14, 2022, through June 30, 2023, the cost of these services will not exceed \$60,000.

RGS will provide a team of well-qualified public administration staff to deliver the key administration activities required to support the SMEDD Board. Initial transitional activities will include:

- Work with SMEDD Board to determine priorities and ensure action plans exist;
- Work with SMEDD Board Members to define workflows, and coordinate expectations;
- Organize stakeholder information;
- Enhance communication and meeting tools;
- Support website project implementation;
- Make ongoing recommendations for better stakeholder engagement; and
- Prepare quarterly meeting agendas and Meeting reports.

Ongoing administrative tasks will include:

- Coordinate agenda packet creation and Board and standing Committee meetings;
- Maintain and enhance SMEDD website and other communication resources;
- Develop financial systems and structures as needed; and maintain financial records and perform accounting transactions for both administrative and operational program budgets;
- Provide U.S. EDA reporting;
- Pursue funding opportunities as appropriate; and
- Coordinate project and stakeholder activity reports.

### **Task 2 – ON-DEMAND SERVICES**

As requested by the Board, in cooperation with EDB staff and subject to funding availability, RGS team members will also provide program development and operational support to include:

- Develop an events calendar and outreach messaging to publicize the organization and its programs to community stakeholders;
- Design and implement a range of economic development programs, projects and activities that align with SMEDD mission and goals;
- Measure the performance of programs and recommend approaches to optimize results; and manage logistics for key convenings and/or events.