ECONOMIC DEVELOPMENT SERVICES MEMORANDUM OF UNDERSTANDING

BETWEEN

The County of Siskiyou and the Siskiyou County Economic Development Council, a non-profit organization, for Economic Development Services.

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this 2nd day of July, 2024 by and between The County of Siskiyou (hereinafter referred to as County) and the Siskiyou County Economic Development Council (hereinafter referred to as SCEDC) for Economic Development Services.

WHEREAS, the County desires to support economic development efforts to increase local employment, stimulate investment, and promote economic growth within the unincorporated areas of the County.

WHEREAS, the County is committed to uniting its efforts and has agreed to pursue a shared economic development work plan incorporated and included herein as Attachment A (hereinafter work plan) designed to combine and leverage resources in support of business retention, expansion, and growth.

WHEREAS, the County wishes to enter into this MOU to delineate some specific commitments each will make in support of implementing the shared work plan; and

WHEREAS, SCEDC is acknowledged and supported by the County as the local, lead agency for economic development and hereby agrees to coordinate and implement the work plan.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. This MOU shall become effective on July 1, 2024 and shall remain in full force and effect for the period of five years through June 30, 2029. Parties included in this MOU may withdraw or terminate their participation at any time during its term upon ninety (90) days written notice to the other party.
- 2. The Siskiyou County Board of Supervisors shall review and monitor progress and evolution of the agreed upon economic development work plan.
- 3. SCEDC shall:
 - a. Provide appropriate, qualified staff to implement and manage the work plan.
 - b. Conduct economic development activities in mutual cooperation and coordination with County to encourage and support business retention, expansion, and growth.
 - c. Provide regular reports to the Board of Supervisors, and to report as requested from time-to-time by the County regarding progress and implementation of the work plan in accordance with the performance metrics as outlined in Exhibit "B" to the extent that such metrics are within the purview of the SCEDC's work and reasonably available.
 - d. SCEDC shall make every effort to align work with overarching, mutual economic development goals and objectives.

4. The County shall:

- a. Provide leadership and coordinate appropriate economic development activities with the SCEDC and refer appropriate businesses, projects, and resources in support of economic development to the SCEDC.
- b. Work with the SCEDC to determine, monitor, and evaluate mutual economic development goals, objectives, and performance metrics and to adjust the work plan as necessary.
- c. Provide funding, when available, at the levels specified in the annual amount below, to compensate the SCEDC for the activities incorporated within the work plan.
- d. The not to exceed amount for County of Siskiyou shall be one-hundred thirty thousand (\$130,000.00) per fiscal year, and not to exceed six-hundred fifty thousand (\$650,000) for the term of the MOU, payments to be made quarterly.
- e. Termination of Funding: The County may terminate or modify the funding amount of this MOU in any fiscal year where it is determined there is not sufficient funding pursuant to California Constitution Article XVI Section 18.
- 5. The terms of this MOU may be amended only by mutual written agreement of all parties.
- 6. Indemnification: The Parties shall indemnify and hold each other harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of the Parties, their employees, or agents, including all claims relating to the injury or death of any person or damage to any property arising out of the performance of this Agreement. It is understood that the duty of either Party to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether any applicable insurance policies shall have been determined to apply. By execution of this Agreement, the Parties acknowledge and agree to the provisions of this Section and that it is a material element of consideration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Memorandum of Understanding on the day, month, and year first written.

COUNT	TY OF SISKIYOL	J	
Date:			
			MICHAEL N. KOBSEFF, CHAIR Board of Supervisors County of Siskiyou State of California
ATTES	T:		State of California
LAURA	BYNUM		
Clerk, E	Board of Supervis	sors	
By:			
	Deputy		
			CONTRACTOR: Siskiyou Economic Development Council, a non-profit organization
Date:			Brian Cowley, President
Date:			
			Sparrow Tang, Secretary
License	No.: n/a		
(Lice	ensed in accorda	nce with an act	providing for the registration of contractors)
the chair	man of the board, pr	esident or vice-pre	ct must be signed by two officers. The first signature must be that of sident; the second signature must be that of the secretary, assistant issurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)
TAXPA	YER I.D. <u>On-File</u>	<u>)</u>	
ACCOL	JNTING:		
Fund	Organization	Account	Activity Code (if applicable)
1001	109020	723000	
Encum	brance number (if applicable):	
If not to exceed, include amount not to exce			exceed: FY 24/25 \$130,000 FY 25/26 \$130,000 FY 26/27 \$130,000 FY 27/28 \$130,000 FY 28/29 \$130,000

Siskiyou Economic Development MOU Attachment A. | Shared Work Plan

Objective: A collaborative work plan for the Siskiyou Economic Development Council and local jurisdictions to leverage investment in shared strategies towards the pursuit of mutual benefits.

- I. Business Development Services. Develop and implement strategies that directly support business retention, expansion, and growth.
 - 1. Cultivate a positive business climate.
 - 2. Respond to business location inquiries and promote business investment.
 - 3. Facilitate entrepreneurship and innovation resources and programs.
 - 4. Provide direct technical assistance to local businesses.
 - 5. Implement priority business sector strategies.
- II. **Development/Redevelopment Readiness.** Support jurisdictions in preparation for future development and new investment.
 - 1. Property/site identification, assessment, and prioritization.
 - 2. Identify, connect, and leverage State and Federal funding (EPA Brownfields, EDA and USDA Infrastructure).
 - 3. Explore financing tools (Financing Districts, Assessment Districts, Tax Credits).
 - 4. Steward positive relationships with funding partners, developers, and property owners.
 - 5. Support feasibility and planning efforts.
- III. Leadership and Capacity. Bolster and cultivate economic development leadership in local public and private sectors. Provide professional staff capacity and expertise.
 - 1. Convene industry employers.
 - 2. Maintain professional staff.
 - 3. Advocate for economic development.
 - 4. Anticipate needs and track priorities (project pipeline).
 - 5. Monitor and evaluate progress.

Attachment B. | **Performance Metrics**

Job Creation: I.

- 1. Number of new jobs created within the county.
- 2. Percentage increase in employment rates.
- 3. Average wages of new jobs created.

II. **Business Development:**

- Number of new businesses established. 1.
- 2. Percentage increase in the number of business licenses issued.
- 3. Increase in revenue generated by local businesses.

III. **Investment Attraction:**

- 1. Total amount of new investments attracted to the county.
- 2. Number of new investors engaged.
- 3. Percentage increase in capital investments.

IV. **Workforce Development:**

- 1. Number of individuals participating in workforce training programs.
- 2. Percentage increase in the number of skilled workers.
- 3. Rate of employment retention post-training.

٧. **Small Business Support:**

- 1. Number of small businesses receiving assistance or support.
- 2. Percentage increase in the survival rate of small businesses.
- 3. Growth in revenue or profitability of assisted small businesses.

VI. **Infrastructure Development:**

1. Number of infrastructure projects initiated or completed.

- 2. Total investment in infrastructure development.
- 3. Improvement in infrastructure quality metrics (e.g., transportation efficiency, broadband accessibility).

VII. **Community Impact:**

- Number of community development projects undertaken. 1.
- 2. Percentage increase in community engagement in economic development activities.
- 3. Improvement in quality of life indicators (e.g., access to healthcare, education, public amenities).

VIII. **Evaluation of Programs and Services:**

- 1. Satisfaction surveys from businesses and residents.
- 2. Feedback on the effectiveness of economic development programs.
- 3. Success stories or case studies highlighting the impact of services provided.

IX. **Timeliness and Responsiveness:**

- 1. Average response time to inquiries or requests for assistance.
- 2. Meeting deadlines for project milestones or deliverables.

X. **Cost-effectiveness:**

- 1. Cost per job created or retained.
- 2. Cost per new business established.
- 3. Return on investment (ROI) for economic development initiatives.