

**SPECIAL SESSION A G E N D A
TRI-AGENCY BOARD OF DIRECTORS
BOARD CHAMBERS
981 H ST., SUITE #100
CRESCENT CITY, CA**

Thursday

September 12, 2024

3:00 PM

The Tri-Agency Board of Directors, made up of members of the City of Crescent City, the Crescent City Harbor District and the Del Norte County Board of Supervisors, is now meeting in special session. Only those items that indicate a specific time will be heard at the assigned time. All other items may be taken out of sequence to accommodate the public and staff availability.

- **Call to order at 3:00 PM**
- **Roll call**

Pledge of Allegiance

Public Comment on Closed Session Item(s).

ANY MEMBER OF THE AUDIENCE MAY ADDRESS THE BOARD ON THE ITEM OR ITEMS LISTED BELOW FOR THE CLOSED SESSION OF THE BOARD. After receiving recognition from the Chair, please give your name and address for the record. Please limit your comments to three (3) minutes.

Adjourn to Closed Session

1. Conference with Legal Counsel – Existing Litigation (Gov. Code Section 54956.9(d)(1)): Linda Sutter v. Tri-Agency EDA, et al (Del Norte Superior Court Case No. CVPT-23-1261)

Return to Open Session

2. Public report of any actions taken in closed session.

Open Session Business

Public Comment

ANY MEMBER OF THE AUDIENCE MAY ADDRESS THE BOARD ON ANY MATTER EITHER ON OR OFF THE AGENDA THAT IS WITHIN THE BOARD'S JURISDICTION. After receiving recognition from the Chair, please give your name and

address for the record. Please limit your comments to three (3) minutes. Public comment on items of interest to the public, within the subject matter jurisdiction of the Board of Directors and not otherwise appearing on the agenda are accepted. However, no action may be taken on any item not appearing on the agenda.

3. Discussion and Appointment of Samantha Burtch as Acting Clerk for purposes of this meeting only.
4. Discussion and possible action: Consider adoption of Resolution No. 2024-____, A RESOLUTION OF THE TRI-AGENCY ECONOMIC DEVELOPMENT AUTHORITY DIRECTING CLOSURE OF AUTHORITY ACCOUNTS AND AUTHORIZING THE CHAIR AND SECRETARY OF THE AUTHORITY BOARD TO EXECUTE ANY NECESSARY DOCUMENTS TO COMPLETE THE TERMINATION OF THE TRI-AGENCY AND CLOSURE OF ACCOUNTS. Includes: Attachment (A) "Termination Agreement Regarding Tri-Agency Economic Development Authority"
5. Discussion and possible action: Authorize payments from the existing Coast Central account(s), prior to closure of the account(s), of amounts specified in the motion for the following purposes: (a) the amount required for settlement of Del Norte Superior Court Case No. CVPT-23-1261, and (b) payment of any remaining balance toward the fees of Special Counsel.

ADJOURNMENT. Adjourn the meeting.

POSTED: September 10, 2024
/s/ Samantha Burtch, Acting Clerk

RESOLUTION NO. 2024-

A RESOLUTION OF THE TRI-AGENCY ECONOMIC DEVELOPMENT AUTHORITY DIRECTING CLOSURE OF AUTHORITY ACCOUNTS AND AUTHORIZING THE CHAIR AND SECRETARY OF THE AUTHORITY BOARD TO EXECUTE ANY NECESSARY DOCUMENTS TO COMPLETE THE TERMINATION OF THE TRI-AGENCY AND CLOSURE OF ACCOUNTS

WHEREAS, on or about December 9, 1975 the City of Crescent (City), the County of Del Norte (County), and the Crescent City Harbor District (Harbor) entered into a entered into a Joint Exercise of Powers Agreement (JPA Agreement), which JPA Agreement was later amended on October 28, 1997; and

WHEREAS, the JPA created by the joint action of the City, County, and Harbor is the Tri-Agency Economic Development Authority (Tri-Agency); and

WHEREAS, the City, County, and Harbor have entered into a TERMINATION AGREEMENT REGARDING TRI-AGENCY ECONOMIC DEVELOPMENT AUTHORITY (Termination Agreement), attached hereto as Attachment A, that is effective as of September 9, 2024; and

WHEREAS, the Termination Agreement by its own terms causes the Tri-Agency to terminate on September 16, 2024; and

WHEREAS, the Termination Agreement operates to amend the JPA Agreement and as an amendment must be filed with the California Secretary of State and the California State Controller; and

WHEREAS, the Tri-Agency has open account(s) at Coast Central Credit Union, with balances totaling \$_____, which accounts must be closed; and

WHEREAS, Wes White is Chair and Brian Stone is Secretary of the Board of Directors (Board) of the Tri-Agency and Robert N. Black, Esq. is special counsel; and

WHEREAS, from the funds on account at Coast Central, it is anticipated that a portion of those funds may be required to resolve outstanding litigation and that any remainder should be paid to Robert N. Black to reduce his outstanding bill for services; now, therefore

BE IT RESOLVED by the Board of Directors of the Tri-Agency that:

1. The Chair and Secretary of the Tri-Agency are authorized and directed to execute any checks, drafts or transfers as authorized to be the paid by action of the Board and thereafter to execute any necessary documents at Coast Central Credit Union to accomplish closure of the Tri-Agency accounts at that institution; and
2. The Chair, Secretary, and Special Counsel are authorized and directed to submit the Termination Agreement to the Secretary of State and the State Controller under Government Code Section 6503.5;
3. The Chair, Secretary, and Special Counsel are further authorized to execute any additional documents necessary to complete the termination and winding up of the Tri-Agency.

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Tri-Agency Economic Development Authority in the County of Del Norte, State of California, on the 12th day of September, 2024, by the following polled vote:

AYES:

NOES:

ABSTAIN:

Wes White
Chair, Tri-Agency Board

Attest:

Samantha Burtch, Acting Clerk

DN CO AGMT #2024-179

**TERMINATION AGREEMENT
REGARDING
TRI-AGENCY ECONOMIC DEVELOPMENT AUTHORITY**

This Termination Agreement (the "**Agreement**") is entered into effective as of the last date signed (the "**Effective Date**"), by and between the County of Del Norte ("**County**"), the City of Crescent City ("**City**"), and the Crescent City Harbor District ("**District**"), who are collectively referred to herein as the "**Member Agencies**" of Tri-Agency Economic Development Authority, a California Joint Powers Authority ("**Authority**").

RECITALS

- A. The Authority was formed by the Member Agencies pursuant to the authority granted under that certain Joint Powers Agreement dated December 9, 1975, as amended by that certain Joint Powers Agreement dated October 28, 1997 ("**JPA Agreement**"); and
- B. The intent of the Joint Powers Agreement, as amended, was to form a joint powers organization for the implementation and execution of the Del Norte County Economic Development Action Plan and Strategy pursuant to the Special Economic Development and Adjustment Assistance program enacted by Congress in 1974, as well as for the implementation and execution of the Del Norte County Strategic Plan and other economic development programs; and
- C. The Authority's economic development activities were stymied for over a decade following a default on a USDA Rural Development loan that was used to assist small local businesses that were unable to obtain financial assistance through customary means (bank loans, etc.); and
- D. On October 25, 2022, the City, County and District all agreed to contribute money to the Authority to pay off the balance of the USDA loan; and
- E. On September 27, 2023, a local resident filed a lawsuit against the Authority alleging various violations of law pertaining to public agencies and the way in which they conduct business (the "**Litigation**"); and
- F. In response to the Litigation, the Authority hired legal counsel and subsequently incurred \$7,370.00 in legal expenses through August 12, 2024 with continued expenses to incur until the matter is resolved; and
- G. On June 11, 2024, at a joint meeting of the City, County, and District, the County and the District both passed motions to mutually terminate the Authority and to share costs of litigation, dissolution, and other outstanding liabilities equally among the Member Agencies; and
- H. On June 17, 2024, at a regular meeting of the Crescent City City Council ("**City Council**") the City Council voted to mutually terminate the Authority pursuant to Section 8.03 of the JPA Agreement, and to share costs of litigation, dissolution, and other outstanding liabilities equally among the Member Agencies; and

- I. The JPA Agreement, which provides for mutual termination upon the agreement of all Member Agencies (see § 8.03), requires that all liabilities of the Authority must be paid prior to dissolution, however the JPA Agreement does not state how said liabilities are to be apportioned among the Member Agencies; and
- J. The Member Agencies desire to terminate the JPA Agreement, dissolve the Authority, and split all liabilities and obligations of the JPA pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the Member Agencies hereby agree as follows:

1. Incorporation of Recitals. The Member Agencies hereby affirm the facts set forth in the Recitals above. Said Recitals are incorporated into this Agreement by this reference.

2. Termination of JPA Agreement. Pursuant to Section 8.03 of the JPA Agreement, the Member Agencies agree that the JPA Agreement will terminate in accordance with the terms of this Agreement as of September 16, 2024 ("**Termination Date**"), subject to adjustment as set forth in Section 3.

3. Transition Period. Prior to termination, the Authority will continue to operate for the sole purpose of winding up its affairs, including paying attorney fees for the Litigation, closing the Authority's bank account, conducting meetings if necessary to vote on actions necessary to accomplish termination, etc. ("**Transitional Activities**"). It is contemplated that all Transitional Activities will be completed prior to the Termination Date. In the event that the Transitional Activities cannot be completed prior to the Termination Date, then the Termination Date may be extended up to ninety (90) days with the written confirmation of each of the Member Agencies with the concurrence of their respective legal counsel.

4. Book and Records. The books and records of the Authority will be archived and stored by County for a period of five (5) years following the Termination Date or such longer period as may be required by applicable law. County has agreed to serve as a depository only and the Member Agencies agree that County will have no ongoing obligations with respect to the maintenance of such books and records following dissolution.

5. Dissolution of the Authority. Prior to the Termination Date, the Authority will make such filings as are necessary with the California Secretary of State and the State Controller to formalize the dissolution of the Authority.

6. Costs and Liabilities. The Member Agencies hereby agree to split equally amongst themselves the following unpaid costs and liabilities upon dissolution of the Authority:

- i. Legal fees to Robert N. Black pertaining to the Litigation through its resolution.
- ii. FY 23-24 and FY 24-25 Audits.
- iii. Any other necessary ordinary business expenses associated with winding up the affairs of the Authority.

7. Assets. On the Termination Date, it is anticipated that the Authority will own zero assets. The small amount of funds that the Authority currently has in a bank account will be spent prior to dissolution paying any outstanding liabilities. If at any time in the future, an asset of the

Authority is discovered, then the Member Agencies agree to liquidate that asset and distribute the proceeds equally among the Member Agencies.

8. No Additional Funding; No Liability. In no event will any Member Agency be obligated to provide any additional funding for the operation or termination of the Authority other than those committed to in this Agreement. The Member Agencies agree that the terms of Section 8.03 of the JPA Agreement remain in full force and effect and will survive the termination of the JPA Agreement.

9. Future Claims. In the event that any third party makes a claim against the Authority or the Member Agencies following the Termination Date, the Member Agencies agree to meet and confer with respect to any such claim and mutually agree on the appropriate action to be taken to protect the Member Agencies.

10. Notices, Demands and Communications Between the Parties. Any notice to be given or to be served upon any of the Member Agencies hereto in connection with this Agreement must be in writing and shall be deemed to have been given and received: (i) when personally delivered; (ii) two (2) days after it is sent by Federal Express or similar overnight courier, postage prepaid and addressed to the Party for whom it is intended, at that Party's address specified below; (iii) three (3) days after it is sent by certified or registered United States mail, return receipt requested, postage prepaid and addressed to the Party for whom it is intended, at that Party's address specified below; or (iv) as of the date of electronic mail transmission addressed to the Party for whom it is intended, at that Party's electronic mail address specified below subject to written verification of receipt by the receiving party, and provided that an original of such notice is also sent to the intended addressee by means described in clauses (i), (ii), or (iii) within two (2) business days after such transmission. Either Party may change the place for the giving of notice to it at any time by written notice to the other Party as provided herein.

If to City: City of Crescent City
 Attn: City Manager
 377 J Street
 Crescent City, CA 95531

If to District: Crescent City Harbor District
 Attn: Harbormaster
 101 Citizens Dock Rd.
 Crescent City, CA 95531

If to the County: Del Norte County
 Attn: Chief Administrative Officer
 981 H Street, Ste. 210
 Crescent City, CA 95531

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Signatures may be delivered electronically and shall be binding upon the Member Agencies as if they were originals.

12. Mutual Cooperation; Further Actions and Instruments. Each of the Member Agencies shall cooperate with and provide reasonable assistance to the other to the extent

contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Each Member Agency agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

13. Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Either Parties' consent or approval of any act by the other Party requiring its consent or approval shall not be deemed to waive or render unnecessary its consent to or approval of any subsequent act of the other Party. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Termination Agreement.

14. Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Member Agencies are cumulative and the exercise by either Member Agency of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Member Agencies.

15. Legal Counsel. Each Member Agency acknowledges that: (i) it has read this Agreement; (ii) it has had the opportunity to have this Agreement explained to it by legal counsel of its choice; (iii) it is aware of the content and legal effect of this Agreement; and (iv) it is not relying on any representations made by the other Party or any of the employees, agents, representatives, or attorneys of the other Member Agencies, except as expressly set forth in this Agreement.

16. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.

17. Binding Effect. The terms of this Agreement shall inure to the benefit of, and shall be binding upon, each of the Member Agencies and their respective successors and assigns.

18. Authorized Representatives. The person or persons executing this Agreement on behalf the County, City, and District warrant and represent that they have the authority to execute this Agreement on behalf of that Member Agency and that they have the authority to bind that Member Agency to the performance of its obligations hereunder.

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

CITY OF CRESCENT CITY

ATTEST:

Dated: _____

Robin Altman, City Clerk
City of Crescent City

By: _____
Blake Inscore, Mayor


APPROVED AS TO FORM:


Martha D. Rice, City Attorney

COUNTY OF DEL NORTE

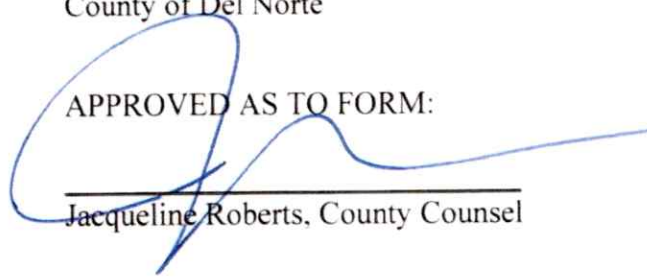
ATTEST:

Dated: 08/27/2024


Samantha Burtch, Clerk of the Board
County of Del Norte

By: 
Dean Wilson, Chair of the Board of
Supervisors

APPROVED AS TO FORM:



Jacqueline Roberts, County Counsel

CRESCENT CITY HARBOR DISTRICT

ATTEST:

Dated: _____

Tim Petrick, Harbormaster
Crescent City Harbor District

By: _____
Harry Adams, President of the Harbor
Commission

APPROVED AS TO FORM:

Ruben Duran, General Counsel

Date: 08/27/2024


I hereby certify that according to the
provisions of Government Code
Section 25103, delivery of this
document has been made.

Clerk of the Board
By: 

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

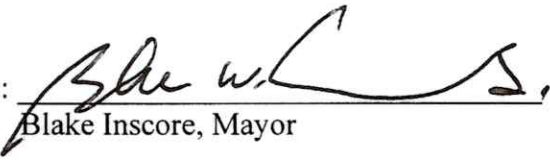
CITY OF CRESCENT CITY

ATTEST:



Robin Altman, City Clerk
City of Crescent City

Dated: 8-27-24

By: 
Blake Inscore, Mayor

APPROVED AS TO FORM:


Martha D. Rice, City Attorney

COUNTY OF DEL NORTE

ATTEST:

Samantha Burtch, Clerk of the Board
County of Del Norte

Dated: _____

APPROVED AS TO FORM:

Jacqueline Roberts, County Counsel

By: _____
Dean Wilson, Chair of the Board of
Supervisors

CRESCENT CITY HARBOR DISTRICT

ATTEST:

Tim Petrick, Harbormaster
Crescent City Harbor District

Dated: _____

APPROVED AS TO FORM:

Ruben Duran, General Counsel

By: _____
Harry Adams, President of the Harbor
Commission

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

CITY OF CRESCENT CITY

ATTEST:

Dated: _____

Robin Altman, City Clerk
City of Crescent City

By: _____
Blake Inscore, Mayor

APPROVED AS TO FORM:

Martha D. Rice, City Attorney

COUNTY OF DEL NORTE

ATTEST:

Dated: _____

Samantha Burtch, Clerk of the Board
County of Del Norte

By: _____
Dean Wilson, Chair of the Board of
Supervisors


APPROVED AS TO FORM:

Jacqueline Roberts, County Counsel

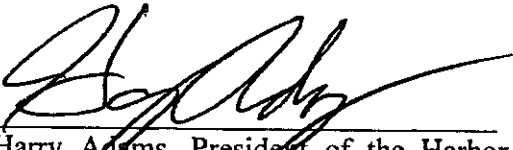
CRESCENT CITY HARBOR DISTRICT

ATTEST:

Dated: 9-9-24



Tim Petrick, Harbormaster
Crescent City Harbor District

By: 

Harry Adams, President of the Harbor
Commission

APPROVED AS TO FORM:

Ruben Duran, General Counsel

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

CITY OF CRESCENT CITY

ATTEST:

Dated: _____

Robin Altman, City Clerk
City of Crescent City

By: _____
Blake Inscore, Mayor

APPROVED AS TO FORM:

Martha D. Rice, City Attorney

COUNTY OF DEL NORTE

ATTEST:

Dated: _____

Samantha Burtch, Clerk of the Board
County of Del Norte

By: _____
Dean Wilson, Chair of the Board of
Supervisors


APPROVED AS TO FORM:

Jacqueline Roberts, County Counsel

CRESCENT CITY HARBOR DISTRICT

ATTEST:

Dated: _____



Tim Petrick, Harbormaster
Crescent City Harbor District

By: _____
Harry Adams, President of the Harbor
Commission

APPROVED AS TO FORM:



Ruben Duran, General Counsel