MEMORANDUM OF UNDERSTANDING
AMONG LOCAL PUBLIC AGENCIES
IN SANTA CLARA COUNTY
FOR COUNTYWIDE FOOD RECOVERY PROGRAM

This Memorandum of Understanding ("MOU") is entered into by and between the cities of Cupertino, a municipal corporation of the state of California; Gilroy, a municipal corporation of the state of California; Los Altos, a municipal corporation of the state of California; Milpitas, a municipal corporation of the state of California; Morgan Hill, a municipal corporation of the state of California; Mountain View, a municipal corporation of the state of California; Palo Alto, a municipal corporation of the state of California; San José, a municipal corporation of the state of California; Santa Clara, a municipal corporation of the state of California; Sunnyvale, a municipal corporation of the state of California; the West Valley Solid Waste Management Authority (on behalf of the cities of Campbell, Monte Sereno, Saratoga, and the Town of Los Gatos); the Town of Los Altos Hills, a municipal corporation of the state of California; and the County of Santa Clara, a political subdivision of the State of California; collectively "Parties" or individually as a "Party."

RECITALS

A. The signatory Parties are also "PARTIES" to the Memorandum of Agreement ("MOA") entered into on June 14, 2013 for the Santa Clara County Recycling and Waste Reduction Technical Advisory Committee ("TAC"), which is a separate Committee created to assist the County of Santa Clara Recycling and Waste Reduction Commission ("RWRC" or "Commission") that advances the interests of Party Jurisdictions by performing technical and policy review to inform parties and advise the Commission on solid waste management issues, and bring together varied expertise and viewpoints for planning and implementing the Commission approved annual workplan and budget. The MOA, which remains in effect, is attached hereto and incorporated herein by reference as Exhibit B.
B. California's Short-Lived Climate Pollutant Reduction law (SB 1383, Lara, Chapter 395, Statutes of 2016) establishes methane reduction targets for California, including a target to increase recovery by 20 percent of currently disposed edible food for human consumption by January 1, 2025.
C. To meet the mandated statewide goal, SB 1383 requires each Jurisdiction in California to establish and monitor a robust food recovery program, which will strengthen the relationships between commercial edible food generators and food recovery organizations within their communities, requiring certain food businesses to send the maximum amount of edible food they would otherwise dispose to food recovery organizations and/or services.
D. The Parties have previously agreed to jointly administer and fund the cost of a countywide edible Food Recovery Program (the "Program") through the Memorandum of Understanding Among Local Public Agencies in Santa Clara County for Food Recovery Program Costs entered into and covering the time period of July 1, 2023 to June 30, 2024 ("Former MOU") to satisfy their respective obligations under SB 1383 and the corresponding regulations. The Former MOU is attached hereto as Exhibit C.
E. The Parties desire to execute this MOU to ensure ongoing operation of the countywide food recovery program to provide for their respective share of costs for the Program.

F. The West Valley Solid Waste Management Authority ("Authority") was established by the cities of Campbell, Monte Sereno, Saratoga, and the Town of Los Gatos (collectively referred to as the "Member Agencies"), pursuant to the provisions of the Joint Exercise of Powers Act (Title 1, Division 7, Article1, Section 6500 et seq. of the California Government Code) to arrange for and manage the waste reduction, collection, reuse, disposal, recycling, and diversion of discarded materials originating in the participating municipalities; and in furtherance of that purpose, the Member Agencies and the Authority have entered into agreements authorizing the Authority to act as the representative of the Member Agencies in the Food Recovery Program.

NOW, THEREFORE, the Parties agree as follows:

SECTION 1. PURPOSE OF THE MOU

The purpose of this MOU is to establish a system of:

1) Ongoing management and operation of the Food Recovery Program.
2) Payment by the Parties for their share of the costs for implementation of the Program.

SECTION 2. EFFECTIVE DATE

This MOU shall be effective on July 1, 2024 ("Effective Date"), shall supersede the Former MOU, and shall automatically renew each year for all Parties, unless a Party withdraws, in accordance with Section 20 (Withdrawal From MOU) and subject to a Party's annual appropriations of funds.

SECTION 3. DEFINITIONS

The original 2013 Memorandum of Agreement entered into between the parties (and as may be amended from time to time) defined in detail the duties of the TAC Administrator, Contracting Agent, and Fiscal Agent, and those definitions from the MOA shall apply to this MOU. For ease of reference, those definitions are summarized below.

3.1 The TAC Administrator provides administration and management services to the TAC and carries out the annual workplan.

3.2 The Contracting Agent executes contracts with outside contractors, including the Administrator and the Fiscal Agent that have been requested and approved by the Implementation Committee.

3.3 The Fiscal Agent serves as the treasurer of the countywide funds and is responsible for collecting the Solid Waste Planning Fee from all solid waste disposal facilities and non-disposal facilities located within Santa Clara County.

3.4 The Program Manager is the entity contracted by the Contracting Agent on behalf of the RWRC to implement the Santa Clara County Food Recovery Program.

Other terms used in this MOU that relate to the Food Recovery Program (e.g., including but not limited to the term "Jurisdictions") are used as defined in SB 1383 and any implementing regulations, as may be amended from time to time.

SECTION 4. RESPONSIBILITIES OF THE TAC ADMINISTRATOR AND CONTRACTING AGENT

5.1 The TAC Administrator will provide administration and management of the Program. These duties include overseeing the work of the Program, development of the biennial budget, and inclusion of the Program in the annual work plan and budget. The costs to perform these duties will be included in the annual work plan and budget.

5.2 Contracts executed by the Contracting Agent with the Program, TAC Administrator and Fiscal Agent will be based on the approved budget for the Program. The Contracting Agent will provide an invoicing system to pay the Program Manager, TAC Administrator, and Fiscal Agent. The Contracting Agent shall provide the TAC Administrator with the proposed costs to perform these duties. The signatory Parties to this MOU (except when acting in their authorized capacities as Contracting Agent, TAC Administrator, and Fiscal Agent) are not direct parties to the third-party contracts entered into by those agents.

SECTION 5. RESPONSIBILITIES OF THE FISCAL AGENT

The Fiscal Agent will collect and receive funds from the Parties for implementation of the Countywide Food Recovery Program. The Countywide Food Recovery Program Funds will be segregated from the Countywide Solid Waste Program Funds in separately numbered and coded accounts that are readily identifiable as those containing Countywide Food Recovery Program Funds or Countywide Solid Waste Program Funds. The Fiscal Agent shall not expend, use or transfer any funds except in accordance with the annual work plan and budget.

The Fiscal Agent shall provide the TAC Administrator with the proposed costs to perform these duties.

SECTION 6. RESPONSIBILITIES OF THE PROGRAM MANAGER

The Program Manager will implement the Santa Clara County Food Recovery Program as described in Exhibit A.

SECTION 7. RESPONSIBILITIES OF THE PARTIES

The Parties will share costs of implementing the Program as described in Section 9 and undertake the duties assumed by the Jurisdictions as described in Exhibit A.

SECTION 8. BIENNIAL BUDGET

The TAC Administrator will prepare a biennial (two-year) budget that encompasses costs for the Program and Program Manager, the TAC Administrator, the Contracting Agent/Administration, and the Fiscal Agent. Approval of the biennial budget shall follow the annual work plan and budget process as specified in the Santa Clara County Recycling and Waste Reduction Technical Advisory Committee MOA.

SECTION 9. FUNDING

9.1 The Parties agree to share costs of the Program based on the number of edible food generators, as defined by the California Code of Regulations (14 CCR Section 18982) operating in their Jurisdiction on an annual basis, according to the following formula: Party's Annual Share = (Total Budgeted Cost for Year

÷ Total Number of Edible Food Generators Under MOU) x Number of Edible Food Generators in Party's Jurisdiction.

The Parties agree to pay annually for the costs identified in the biennial budget and approved through the annual work plan and budget process as specified in the Santa Clara County Recycling and Waste Reduction Technical Advisory Committee MOA.

9.2 The initial Program budget will be based on the Fiscal Year 2024 allocation including costs for the Fiscal Agent, totaling THREE HUNDRED AND TEN THOUSAND DOLLARS ($310,000). No costs for TAC Administrator or Contracting Agent are included in the initial Program budget. Should cost recovery for the TAC Administrator or Contracting Agent be required in the future, these will be proposed during the annual work plan and budget process.

9.3 The Parties acknowledge that the Program Manager will evaluate the costs per Jurisdiction annually based on the number of generators operating within each Jurisdiction. Based on this evaluation, a cost adjustment will be projected to the second year of the biennial budget (see Section 8 above). The overall Program budget will not increase by more than TEN PERCENT (10%) of the prior year's Program budget without prior approval by the RWRC.

9.4 The Fiscal Agent will annually submit to the Parties an invoice for the amounts due under this MOU by May 15th of each year. Each Party will make their payment to the Fiscal Agent based on the invoice amount within sixty (90) calendar days of receipt.

9.5 The Fiscal Agent will ensure that the Santa Clara County Food Recovery Program Fund account is segregated from the Solid Waste Program Fee Fund account managed pursuant to the TAC MOA.

9.6 Should any unspent funds remain in the Santa Clara County Food Recovery Program Fund account at the end of the fiscal year, disposition of those funds will be decided by the RWRC through the annual work plan and budget process, which could include: retaining surplus funds as a reserve, crediting Jurisdictions toward future payment allocations, dedicating funding to food recovery infrastructure, and providing supplemental food recovery outreach and education or other food recovery program activities.

9.7 Jurisdictions wishing to contribute additional funds for the edible food recovery enhancement program, implemented by the Program Manager, may elect to do so during the annual work plan and budget process. Any Jurisdiction opting into any voluntary enhancement program shall do so at its own discretion and at its own cost. The Fiscal Agent will include the additional enhancement program funding formally selected by the Jurisdiction in the annual invoice submitted to each Party by May 15th of each year.

9.8 In the event of a CalRecycle Implementation Schedule for a food recovery capacity shortfall identified during a Santa Clara County Edible Food Recovery Capacity Assessment, the Program budget may increase by more than TEN PERCENT (10%) of the prior year's Program budget if needed to fund necessary capacity improvements as outlined in the CalRecycle Implementation Schedule, following prior approval of the budget increase by the RWRC.

SECTION 10. BOOKS AND ACCOUNTS

The Fiscal Agent will keep complete and accurate financial records related to accomplishing the purposes of this MOU. Upon reasonable notice to the Fiscal Agent, any Party to this MOU may inspect the financial records related to this MOU.

SECTION 11. FURTHER ASSURANCES

Each Party will adopt, execute, and make any and all further assurances, documents, instruments and resolutions as may be reasonably necessary or proper to carry out the intention or to facilitate the Parties 'performance of their obligations under this MOU.

SECTION 12. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to all other Parties as follows:

12.1 Authority: Each Party has the full legal right, power and authority under the laws of the State of California to enter into this MOU and to carry out all of its obligations herein.

12.2 Due Execution: Each Party's representatives who sign this MOU are duly authorized to sign and bind their respective agency.

12.3 Valid, Binding, and Enforceable Obligations: This MOU has been authorized and executed by each Party and constitutes the legal, valid, and binding agreement of the Parties, and is enforceable according to its terms.

SECTION 13. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved in this MOU is exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy provided hereunder or hereafter existing in law or in equity or by statute or otherwise, and all remedies may be exercised without exhausting and without regard to any other remedy.

SECTION 14. INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but, instead, the Parties agree that, pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees , and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, employees , or agents, under or in connection with or arising out of any work , authority, or Jurisdiction delegated to such Party under this MOU (including but not limited to work engaged in or contracts entered into by a Party acting in their capacity as Contracting Agent, Program Manager, TAC Administrator, or Fiscal Agent.). No Party, nor any officer, board member, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of any other Party hereto, its officers, board members, employees, or agents, under or in connection with or arising out of any work

authority or Jurisdiction delegated to such other Party under this MOU, as indicated in this Section. The obligations set forth in this paragraph will survive termination and expiration of this MOU.

SECTION 15. SEVERABILITY

The provisions of this MOU shall be severable, and if any clause, sentence, paragraph, provision or other part shall be adjudged by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MOU will be valid and binding on the Parties.

SECTION 16. AMENDMENTS

This MOU may only be amended by a written instrument signed by the Parties.

SECTION 17. COUNTERPARTS

This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

SECTION 18. USE OF ELECTRONIC SIGNATURES

Unless otherwise prohibited by law, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a writing as set forth in Evidence Code Section 1550. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the Parties. Should any Jurisdiction not permit electronic signatures only their copy of the MOU must be signed in the conventional manner.

SECTION 19. INTERPRETATION, PRIOR AGREEMENTS AND AMENDMENTS.

This MOU, including all Exhibits attached hereto, represents the entire understanding of the Parties as to those matters contained herein. In the event that the terms specified in any of the Exhibits attached hereto conflict with any of the terms specified in the body of this MOU, the terms specified in the body of this MOU shall control. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This MOU may be modified only by a written amendment duly executed by the Parties to this MOU. This MOU is intended to supplement the original MOA and does not replace the original MOA. The MOA shall remain in effect and to the extent that there are any contradictions between this MOU and the original MOA, the provisions in this MOU shall prevail.

SECTION 20. WITHDRAWAL FROM MOU

No individual Party may withdraw from this Agreement prior to July 1, 2025. Any party wishing to withdraw on or after July 1, 2025 must provide notice to the Contracting Agent on or before January 15 of each year. The Parties acknowledge that the Contracting Agent and each individual Party may recalculate Agreement costs pro rata in the event of any withdrawal from this Agreement and that this time is required in order to allow each remaining Party and the Contracting Agent to amend their respective budgets if needed. Any withdrawing Party must make full payments through the end of the-then current term ending

on June 30. In no event shall this clause to be interpreted to prevent all Parties by unanimous mutual consent from withdrawing from this Agreement.

SECTION 21. NO LEGAL RELATIONSHIP

By entering into this MOU, the Parties are neither forming, nor do they intend to form a partnership, agency, or any other legal entity relationship. No Party is authorized to bind or to act as the agent or legal representative of the other Party for any purpose, and neither Party is granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of any other Party.

SECTION 22. GOVERNING LAW, VENUE

This MOU has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this MOU shall be in the County of Santa Clara.

MEMORANDUM OF UNDERSTANDING
AMONG LOCAL PUBLIC AGENCIES
IN SANTA CLARA COUNTY
FOR COUNTYWIDE FOOD RECOVERY PROGRAM

IN WITNESS HEREOF, the Parties have executed the MOU as of the last date set forth below:

_____	_____
City of Cupertino – City Manager	Approval as to form, Cupertino City Attorney
Date: _____	Date: _____
_____	_____
City of Gilroy- City Manager	Approval as to form, Gilroy City Attorney
Date: _____	Date: _____

City of Los Altos – City Manager

Date: _____

Approval as to form, Los Altos City Attorney

Date: _____

Town of Los Altos Hills – Assistant to the Town Manager

Date: _____

Approval as to form, Los Altos Hills Town Attorney

Date: _____

City of Milpitas – City Manager

Date: _____

Approval as to form, Milpitas City Attorney

Date: _____

City of Morgan Hill, as a Party and as Contracting Agent and TAC Administrator

Date: _____

Approval as to form, Morgan Hill City Attorney

Date: _____

City of Mountain View- Acting Public Works Director

Date: _____

City of Mountain View – Finance and Administrative Services Director

Date: _____

City of Mountain View- City Manager

Date: _____

Approval as to form, Mountain View Senior Assistant City Attorney

Date: _____

City of Mountain View-Assistant City Clerk

Date: _____

City of Palo Alto – City Manager

Date: _____

Approval as to form, Palo Alto Assistant City Attorney

Date: _____

West Valley Solid Waste Management Authority (on behalf of the cities of Campbell, Monte Sereno, Saratoga, and the Town of Los Gatos) -Executive Director

Date: _____

Approval as to form, West Valley Solid Waste Management Authority General Counsel

Date: _____

City of Santa Clara - City Manager

Date: _____

Approval as to form, Santa Clara City Attorney

Date: _____

City of Sunnyvale – City Manager

Date: _____

Approval as to form, Sunnyvale Interim City Attorney

Date: _____

County of Santa Clara, as a Party and as Fiscal Agent - Chief Operating Officer

Date: _____

Approval as to form and legality, Santa Clara County Deputy County Counsel

Date: _____

City of San José

Date: _____

Approval as to form, San José City Attorney

Date: _____

EXHIBIT A
PROGRAM OVERVIEW

This document describes the Santa Clara County Food Recovery Program, serving as the food recovery program ("Program") on behalf of all jurisdictions ("Jurisdictions") within the County, coordinating with the Jurisdictions performing their own enforcement. The details of the Program conform to the California Code of Regulations (14 CCR Section 18995.2 (f)(8), 14 CCR Section 18991.2 14 CCR Section 18991.1).

I. PURPOSE

The Countywide Program benefits the Jurisdictions by alleviating the need for duplicative staff, cost analysis, capacity assessment, expenditures for infrastructure, labor, administration, and record keeping for the edible food recovery activities in their Jurisdiction. Additionally, this approach creates one uniform, standardized, and coordinated effort throughout the incorporated and unincorporated areas of Santa Clara County.

II. RESPONSIBILITIES

Jurisdictions

A. Shall develop a method to accept and keep records of written complaints, including anonymous complaints, regarding an entity that may be potentially non-compliant. Full details of the complaint will be communicated to the Program Manager within 10 days of receipt.

B. Shall refer all questions received about the Program portions of SB 1383 implementation to the Program Manager within 10 business days. Jurisdictions should include the Program Manager in all communications to generators or food recovery organizations or services.

C. Shall maintain access to the shared database program to stay in compliance with the intent and structure of the Implementation Record which shall follow the format and elements as promulgated by CalRecycle, or other relevant statutory or administrative requirements.

D. On an annual basis, Jurisdictions shall review and provide feedback to the Program Manager on inspection protocol, triggers, and enforcement processes. Cities and unincorporated County are encouraged to follow the procedures and stay within the suggested timeline for enforcement action set forth in the Monitoring Procedures document.

E. When informed by the Program Manager, Jurisdictions will work with the Program Manager in carrying out enforcement action with edible food generators or food recovery organizations or

services not in compliance. The Program Manager will recommend edible food generators or food recovery organizations or services for enforcement action, and the enforcement action taken will be at the discretion of the Jurisdiction. All enforcement action will be tracked in the Program's shared database, so it is readily available to the Program Manager, Jurisdictions, and can become part of the Implementation Record.

F. Jurisdictions will determine what large events are happening in their jurisdiction. Within 10 days of an applicant being issued a permit for a new large event, as defined below, the Jurisdiction will notify the Program about the event, and share contact information for the event organizer. This is only for large events that meet the CalRecycle threshold for the definition: "Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. By September 1 of each year, Jurisdictions will review the large events included in the shared database of regulated entities, to update the database to ensure no recurring events have been missed.

G. Shall work with the Program Manager on any related issues requiring Program assistance or lead in resolving the issue(s) related to complaints and/or noncompliance for any edible food generator or Food Recovery Organization or Service.

Program Manager

The Program Manager shall responsibly execute the management of the Santa Clara County Food Recovery Program (the Program). The Program Manager:

A. Shall develop and coordinate a standardized and uniform method to comply with California Code of Regulations, Title 14, Division 7, Chapter 12, "Short-Lived Climate Pollutants." The Program Manager will operate within the Jurisdiction's boundaries and replace the need for the Jurisdiction to create such a program on its own.

B. In the event of a CalRecycle Implementation Schedule for a food recovery capacity shortfall identified during a Santa Clara County Edible Food Recovery Capacity Assessment, The Program will work to develop the Implementation Schedule with CalRecycle and manage the effort to fund necessary capacity improvements as outlined in the Schedule. Additional Base Program costs beyond the allowable 10% yearly increase may be needed. The RWRC will review and approve or deny any needed budget changes. Funds will be collected based on the number of edible food generators and their auxiliary sites in each Jurisdiction.

C. Shall conduct a review, each fiscal year, of potential new edible food generators, to ensure that as businesses open in Santa Clara County the appropriate regulated entities are added to the lists. Closing businesses will be identified during the reporting process and be eliminated from the lists.

D. Shall provide the Jurisdictions with the information and data necessary for the Jurisdictions to make their required reports to the California Department of Resources, Recycling and Recovery ("CalRecycle").

E. Shall retain records of inspections in the Jurisdictions for a minimum of five (5) years.

F. Shall notify the Jurisdictions promptly about any related issues that require the Jurisdictions ' assistance or to request the Jurisdictions lead in resolving the issue(s) that arise related to non-compliance.

G. Shall fulfill and endeavor to exceed the annual education requirement for the Jurisdictions and provide the data needed for Jurisdictions to complete required CalRecycle reports.

H. Solicit required Food Recovery Reports from generators and Food Recovery Organization/Services, compile and provide the results to Jurisdictions for inclusion in the Implementation Records, and to Santa Clara County for use in future Capacity Planning efforts.

I. Shall conduct inspections and monitoring in compliance with CalRecycle expectations for Edible Food Generators and Food Recovery Organizations and Services.

J. The Program shall supply appropriate content for a web site, including a list of Food Recovery Organizations and Services (to be updated at least annually) and be accessible to Edible Food Generators.

K. The Program shall represent the interests of the Program with other entities, counties, and CalRecycle.

L. The Program will develop procedures and timelines for cities and unincorporated County to encourage uniformity in enforcement, which the Cities and County would be encouraged to follow.

M. The Program shall create reports about Program activities each year in September, ahead of the budgeting process for the next fiscal year. These reports shall include a narrative about the Food Recovery Program activities, statistics, total number of pounds of food recovered as reported by

Edible Food Generators and Food Recovery Organizations ("FROs"), and any additional information needed by the Jurisdictions. Statistics about food waste prevention and food recovery in Santa Clara County will be shared publicly.

Edible Food Recovery Enhancements Program

The Edible Food Recovery Enhancements Program are any activities, annually identified by the Program Manager, that the Program Manager will undertake to ensure efficient food recovery and food waste prevention should the Jurisdictions choose to fund the chosen projects. Projects may include, but are not limited to, strategic capacity enhancements, projects that promote the efficient recovery of surplus food or the prevention of surplus food, as well as direct support of ongoing recovery activities, subject to approval of the RWRC.

Technical Advisory Committee Contracting Agent

A. The Contracting Agent will execute a contract with the Program Manager, chosen by the TAC, for the services outlined in the responsibilities above. The Contract will go into greater detail to ensure that all SB 1383 regulatory imperatives are handled by the Program.
B. The Contracting Agent will set up an invoicing system to pay the Program for the responsibilities outlined above.

III. ENFORCEMENT RESPONSIBILITIES FOR JURISDICTIONS

Each Jurisdiction is responsible for working with the Program on enforcement actions. Although the Jurisdiction is ultimately responsible for enforcement, the Program will support the process by drafting enforcement notices and necessary documents and by providing relevant information about previous inspections and attempts to support compliance. The Program will identify those businesses that need to be evaluated for enforcement action and will work with a Jurisdiction to ensure that CalRecycle compliant documentation is maintained.

IV. RECORDKEEPING AND REPORTING

The Program will complete all the record keeping tasks necessary for the Food Recovery Program portions of SB 1383, including records necessary for the Implementation Record. All necessary records will be stored digitally within 5 days of creation, and Jurisdictions will have real-time access to all these records.

The Program shall create a very brief report about Program activities at the end of each fiscal year. Most programmatic information will be shared in September in the annual report.

AGREEMENT
CREATING THE SANTA CLARA COUNTY
RECYCLING AND WASTE REDUCTION
TECHNICAL ADVISORY COMMITTEE

THIS AGREEMENT, is made and entered into this 4th day of June 2013 by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California; CITY OF CAMPBELL, a municipal corporation of the State of California; CITY OF CUPERTINO, a municipal corporation of the State of California; CITY OF GILROY, a municipal corporation of the State of California, CITY OF LOS ALTOS, a municipal corporation of the State of California; TOWN OF LOS ALTOS HILLS, a municipal corporation of the State of California; TOWN OF LOS GATOS, a municipal corporation of the State of California; CITY OF MILPITAS, a municipal corporation of the State of California; CITY OF MONTE SERENO, a municipal corporation of the State of California; CITY OF MORGAN HILL, a municipal corporation of the State of California, CITY OF MOUNTAIN VIEW, a municipal corporation of the State of California; CITY OF PALO ALTO, a municipal corporation of the State of California; CITY OF SAN JOSE, a municipal corporation of the State of California; CITY OF SANTA CLARA, a chartered municipal corporation of the State of California; CITY OF SARATOGA, a municipal corporation of the State of California; and CITY OF SUNNYVALE, a municipal corporation of the State of California.

All of the above-mentioned entities are hereinafter collectively referred to as "PARTIES" or individually as "PARTY."

RECITALS:

A. In 1989, the California Legislature passed and enacted the California Integrated Waste Management Act, known as "AB 939", (Public Resources Code Section 40000 et. seq) requiring jurisdictions to divert 25% of waste from disposal by 1995 and 50% of waste from disposal by 2000. AB 939 required each County to develop and periodically update a County Integrated Waste Management Plan and to appoint an AB 939 Local Task Force.

B. Prior to 1992, the Solid Waste Committee of the Santa Clara County Intergovernmental Council advised the cities and the County on solid waste and recycling issues. The Technical Advisory Committee, also originally convened by the Intergovernmental Council, provided technical advice to the Solid Waste Committee on solid waste and recycling issues.

C. On or about February 1992, the Santa Clara County Board of Supervisors and the cities in Santa Clara County designated the Solid Waste Committee of the Intergovernmental Council as the AB 939 Task Force for Santa Clara County.

D. On February 4, 1992, the Santa Clara County Board of Supervisors replaced the Solid Waste Committee of the Intergovernmental Council with the Solid Waste Commission of Santa Clara County ("Commission") in order to streamline the

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decision-making process on solid waste and recycling issues. (Ordinance No. NS-300.495) The powers and duties of the Commission are defined in Chapter XVII, Division A6 of the County of Santa Clara Ordinance Code.

E. On December 4, 2001, the Santa Clara County Board of Supervisors approved Ordinance No. NS-300.658 changing the name of the Commission to the Recycling and Waste Reduction Commission of Santa Clara County.

F. The Commission advises city councils and the Board of Supervisors in Santa Clara County on countywide solid waste and recycling planning issues and on the County Solid Waste Management Plan/County Integrated Waste Management Plan.

G. The By-Laws of the Commission (also approved by the County Board of Supervisors on February 4, 1992) continued the existence of the Recycling and Waste Reduction Technical Advisory Committee (the "TAC"). The purpose of the TAC was to provide technical advice to the Commission on solid waste management and policy; to bring together a wide spectrum of viewpoints and expertise on countywide solid waste and recycling issues affecting individual jurisdictions; and to assist in development of policies, programs and revisions and amendments to countywide plans.

H. On an annual basis, the TAC prepares and submits an Annual Workplan and Budget for review and approval by the Commission. The Commission-approved Annual Workplan is then implemented by the TAC using funds in the Commission-approved Annual Budget.

I. In accordance with the AB 939 provisions for financing solid waste diversion and planning activities, the County of Santa Clara levies and collects the Countywide Solid Waste Planning Fee ("SWPF") on each ton of solid waste disposed at landfills located within the County, on tons taken to non-disposal facilities located within the county and subsequently transported for disposal to landfills outside Santa Clara County, and on tons transported directly to disposal facilities located outside Santa Clara County. The current SWPF of $0.78 per ton was established by the County Board of Supervisors on May 19, 2009. Funds from the SWPF are used to fund the activities and programs of the Commission and the TAC. In addition, funds from grants, voluntary contributions from other agencies and other revenue sources are used to fund these activities and programs. Such funds, including monies from the SWPF, are referred to herein as "Countywide Funds".

J. In 2011, Assembly Bill 341 ("AB 341") was signed into law establishing a statewide goal of diverting 75% of solid waste from disposal by 2020 and requiring The California Department of Resources, Recycling and Recovery to prepare and submit a plan to the Legislature on or before January 1, 2014 on how to achieve this goal.

K. Since the TAC was originally established, the field of solid waste management and recycling has become much more complex and the PARTIES must comply with an increasing number of laws and regulations. In order to achieve the statewide goal of 75% diversion, many materials currently disposed in landfills must be segregated and

processed at new facilities, and channeled into useful purposes. New infrastructure, diversion systems and enhanced producer responsibility measures must be implemented in order to accomplish this goal.

L. Commensurate with changes in the breadth and complexity of the solid waste and recycling field, the work and functions of the TAC have evolved over time to encompass not only providing advice to the Commission, but also recommending, implementing and monitoring countywide public education and diversion programs included in the Commission-approved Annual Workplan and Budget where it is cost effective for the PARTIES to jointly provide such programs.

M. The TAC requires expanded powers and authority to monitor ongoing staffing support for programs in the Commission-approved Annual Workplan as well as the power and authority to recommend, monitor and audit the funding for these programs, at the levels contained in the Commission-approved Annual Budget.

N. In order to address these issues, the Commission appointed the Ad Hoc Committee for TAC Organizational Study, and the TAC appointed the TAC Ad Hoc Organizational Study Subcommittee. Pursuant to recommendations from these Committees, the County retained Arroyo Associates in 2010 to conduct an independent Organizational Study. The study evaluated the countywide integrated waste management programs and services and provided operational and organizational recommendations to enhance the efficiency and effectiveness of the countywide solid waste management system. The Commission's Ad Hoc Committee held a meeting on May 29, 2012 with representatives of the TAC and the public to discuss the recommendations of the Organizational Study and options for restructuring the operating parameters of the TAC.

O. The purpose of this Agreement is to implement the recommendations of the Commission's Ad Hoc Committee and the TAC Ad Hoc Subcommittee to revise the functions, powers, membership, structure and duties of the TAC to make these consistent with the manner in which the TAC currently functions; and to simplify the reporting relationship between the Commission and the TAC. Such changes are desired by the PARTIES in order to facilitate countywide and regional approaches for meeting the statewide goal of 75% diversion articulated in AB 341; remaining in compliance with the existing requirements of AB 939, SB 1016 and all other state and federal laws and regulations, and planning for the goal of zero waste in the future.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. PURPOSES AND FUNDING

The Santa Clara County Recycling and Waste Reduction Technical Advisory Committee ("TAC") is hereby established to replace the Recycling and Waste Reduction Technical Advisory Committee referred to in Article V of the Commission Bylaws dated October 2001.

A. *Purposes.* The purposes of the TAC are:

1. To implement the Commission-approved Annual Workplan and Budget;
2. To advise the Commission and the decision-making bodies of all PARTIES on technical and policy issues related to solid waste management and recycling including plans to achieve the statewide AB 341 goal of 75% diversion by 2020 and plans for working toward the goal of zero waste;
3. To bring together a wide spectrum of viewpoints and expertise to focus on countywide solid waste management, issues affecting individual communities, and solid waste and recycling issues affecting public environmental health;
4. To assist in development of policies, programs and revisions and amendments to countywide plans that can meet countywide needs and, thus, receive countywide approval;
5. To provide a forum for exchange of solid waste, recycling, composting and other diversion information;
6. To inform the PARTIES' respective agencies and jurisdictions about issues and recommendations of the Commission, and perform follow-up actions, as necessary;
7. To recommend Commission approval of countywide programs to maximize the effectiveness of local funds spent for public education and recycling programs, and to implement and monitor such programs.
8. To assist with future master planning for facilities and infrastructure, as requested by the Commission.
9. To perform technical and policy review and make technical and policy recommendations to the Commission and technical recommendations to the PARTIES concerning best practices in solid and hazardous waste management; recycling, composting, diversion programs, source reduction; litter reduction on land; reduction of litter that originates from the storage, collection, transportation, and processing of solid waste, recyclable materials and organic materials that affects water quality in local creeks, San Francisco Bay, and oceans; and 'cradle-to-cradle' extended producer responsibility for products and packaging from creation through use and ultimate recycling or other disposition, with regard to:
    a. The feasibility of technical proposals;
    b. Analysis of issues and problems in solid waste management;
    c. Proposed and/or needed national and state legislation and policies;
    d. New infrastructure required to achieve countywide goals, and;
    e. Financing and management options for creation of such infrastructure.
10. To perform other duties as directed by the Commission.

B. *Funding.* The TAC is funded by the Solid Waste Planning Fee ("SWPF") that is charged to customers by the operators of all disposal and non-disposal facilities located within the County of Santa Clara, and remitted, by those facility operators, to the County of Santa Clara. The SWPF is also charged on tons of solid waste that are hauled directly to out-of-county disposal facilities. The amount of the SWPF is established by the Board of Supervisors based upon input and recommendations from the Commission and the TAC Implementation Committee. Additional revenues come from grants, voluntary contributions of other agencies and other sources. These, together with the SWPF funds constitute the Countywide Funds used to fund the Commission-approved Annual Workplan and Budget.

II. COMPOSITION

A. Voting members, not to exceed 27 in number, shall include:

1. One (1) staff person from each City or Town that is a PARTY
2. Three (3) staff persons from the County as follows:
   a. One (1) to represent the Unincorporated Area
   b. One (1) to represent County interests related to environmental health
   c. One (1) to represent County interests related to integrated waste management
3. One (1) staff person from the Santa Clara Valley Water District
4. Up to eight (8) persons from non-governmental organizations appointed by the Commission as follows:
   a. No more than three (3) representing for-profit industry groups and/or business organizations (however, no member shall represent a single for-profit company)
   b. No more than four (4) representatives of non-profit groups that advocate for source reduction, recycling programs, sustainability, and/or producer responsibility
   c. No more than two (2) representatives of institutions of higher learning located within Santa Clara County

B. *Appointment of Members.* All members representing a public agency shall be re-designated annually via a letter on agency letterhead addressed to the TAC Administrator ("Administrator"). The Commission will accept requests and nominations for non-governmental organizations to serve on the TAC. The Administrator will publish a notice in a daily local newspaper of general circulation to a minimum of two-hundred fifty thousand (250,000) people in September of every other year announcing that nominations and requests to serve are being accepted. The Administrator will take other reasonable and cost-effective measures to distribute the announcement via other media, including, but not limited to, websites, local publications and social media, to reach persons who might not see the notice in a daily newspaper. The Commission will select the non-governmental organizations to be represented on the TAC. Those organizations will, in turn, submit a letter to the Administrator designating a member and an alternate. Members representing non-governmental organizations shall serve for a period of two (2) years beginning in January. At the end of that time, the Commission shall select the non-governmental organizations to be represented on the TAC for the new two (2) year term. The initial group of non-governmental organization representatives will be selected by the Commission on or before December 31, 2013 and will begin serving their terms on January 1, 2014. The Administrator will publish a notice in the newspaper, and distribute the notice via other suitable media, in September 2013 announcing that the Commission will consider nominations and applications for non-governmental organizations to be represented on the TAC.

C. *Alternates.* Each PARTY may designate one or more alternate representative(s) to serve in the absence of the regular member. The alternate(s) will be designated in writing as described in Section II B. Alternates may serve on TAC committees,

subcommittees, and ad hoc subcommittees.

D. *Vacancies.* Each PARTY is responsible for designating a replacement for its member if the member can no longer serve. In the event of a vacancy, the Chair shall, by letter, request that the PARTY designate a new member. If a vacancy occurs with regard to a representative of a non-governmental organization, the Administrator shall notify the non-governmental organization to designate a new member. In the event the non-governmental organization declines, the TAC shall notify the Commission and request that a new non-governmental organization be selected to fill the remainder of the term created by the vacancy.

E. *Attendance.* Attendance at meetings is vital to the proper and effective functioning of the TAC. Three (3) consecutive absences or a member missing over fifty percent (50%) of the TAC meetings in a calendar year are sufficient grounds for the Administrator to notify the member and request their attendance. Should a PARTY be unable to send its representative to meetings for an extended period of time, the PARTY shall notify the Chair in writing on letterhead and a replacement representative will not be requested from that PARTY.

III. QUORUM AND VOTING

A. *Quorum.* A quorum consists of thirteen (13) voting members physically present at a meeting.

B. *Voting.* Actions of the TAC shall be taken by a majority vote of the members present at the meeting. Each member has one vote. (See Section VI B for voting and quorum requirements for the Implementation Committee that differ from those for the full TAC.)

C. *Attendance From A Remote Location.* In the event of an unavoidable schedule conflict, a member may participate in a meeting from a remote location via telephone or video-conference provided that all requirements of the Brown Act (Government Code Section 54950, et seq.) are met and further provided that the scheduled meeting room has the technical capability to accommodate the request. In such event, the member will notify the Administrator at least ten (10) days in advance of the meeting and ask to attend from a remote location. The Administrator will advise the member if this is possible. If so, the Administrator will comply with all Brown Act requirements including stating the alternate location in the meeting notice. The member shall also comply with all Brown Act requirements in Government Code Section 54953 (b), including, but not limited to, posting a meeting notice and agenda on the door of the remote location for the duration of the meeting, and allowing members of the public to participate in the meeting from the remote location along with the member. The member's vote will be counted; however, the member will not be included in the count to determine a quorum. Attendance from a remote location is to be used only in rare cases of unavoidable schedule conflicts. In-person attendance and participation at meetings is strongly preferred and encouraged.

D. *Bylaws.* The TAC may, as necessary, recommend adoption of Bylaws for its

governance to the Commission for approval, and operate according to Bylaws approved by the Commission. In the event revisions to Commission-approved Bylaws are desired, the TAC may recommend such revisions to the Commission.

IV. OFFICERS AND THEIR RESPONSIBILITIES

A. *Officer Positions.* The officers of the TAC shall be the Chair, Vice Chair, and the Subcommittee Chairs. The Chair and Vice Chair of the TAC must be voting members or alternates representing a PARTY.

B. *Election and Term.* Each officer shall be elected by majority vote of a quorum of the voting membership at the last meeting of each calendar year or as soon thereafter as possible. All officers' terms begin with the first meeting of each calendar year.

C. *Duties.* The Chair of the TAC shall be responsible for chairing all meetings of the TAC and the Implementation Committee (IC), and representing the TAC and the IC at Commission meetings. The Chair shall approve the draft agendas for TAC and IC meetings, except that any agenda item proposed by two (2) or more voting members must be placed on the next available agenda. The Vice Chair shall serve as the Chair in the Chair's absence. The Chairs of the Subcommittees shall be responsible for calling meetings of their respective Subcommittees and chairing those meetings. The Subcommittee Chairs shall approve the draft agendas for their respective Subcommittees except that any items proposed by two (2) or more voting members of a Subcommittee shall be placed on the next available Subcommittee agenda.

V. MEETINGS

A. *Meetings.* The TAC shall meet monthly at the time and place published on the agendas. Additional meetings may be called as needed. The Chair shall provide every member of the TAC with seventy-two (72) hours written notice of regular and additional TAC meetings. The agenda for each meeting shall be developed by the Administrator in consultation with the TAC Chair, and shall be approved by the Chair.

B. *Conduct of Meetings.* All meetings of the TAC, including all Committees, Subcommittees, Ad Hoc Committees and Subcommittees and any closed sessions with legal counsel, shall be properly noticed and conducted in accordance with the "Brown Act" (Government Code Section 54950 et seq.) Except for official meetings of the TAC and its Committees, Subcommittees and Ad Hoc Committees and Subcommittees, nothing herein shall be interpreted to require meetings between staff members of the individual PARTIES (including designated representatives of the PARTIES) to be subject to the Brown Act, where the Brown Act would not otherwise apply. Each PARTY is individually responsible for ensuring it complies with the Brown Act. Wherever this Agreement is silent with regard to procedure, Robert's Rules of Order shall apply.

VI. IMPLEMENTATION COMMITTEE

A. *Composition and Duties.* The TAC Implementation Committee (IC) is comprised of one voting member from each PARTY to this Agreement plus one voting member from the Santa Clara Valley Water District (SCVWD). The PARTY'S

IC representative is usually also the PARTY'S TAC representative. Each PARTY and the SCVWD may also designate an alternate. The purpose of the IC is to make decisions and recommendations on all fiscal, management and administrative issues of the TAC. The IC selects, monitors and provides oversight of the Administrator, the Fiscal Agent, the Contracting Agent, and legal counsel to the TAC. The IC recommends the level and setting of the SWPF to the Commission.

B. *Quorum, Voting and Meetings.* A quorum of the IC is nine (9) voting members. (Note: the City of San Jose representative counts as two (2) voting members toward the IC quorum.) The affirmative vote of at least eight (8) voting members of the IC, including PARTIES collectively representing at least forty percent (40%) of the population of the incorporated and unincorporated areas of the County of Santa Clara, is necessary to approve any measure brought before the IC. (For purposes of calculating whether or not the forty percent (40%) figure has been reached, the population of each PARTY shall be counted; however, no population shall be attributed to the SCVWD due to the fact that it encompasses such a large percentage of the population of the entire incorporated and unincorporated County.) Each member of the IC shall have one vote, with the exception of the City of San Jose which shall have two (2) votes. The IC shall meet at least annually to consider and recommend approval of the Annual Workplan and Budget to the Commission for the upcoming fiscal year. The Chair may call other meetings of the IC as needed. All IC meetings are open to the public and to all TAC members. Participation and discussion by all TAC members and by members of the public is encouraged. The Chair of the IC forwards all recommendations made by the IC directly to the Commission, and also makes an informational report to the TAC on the recommendations forwarded to the Commission. The Chair shall strive to achieve consensus among IC members. Consensus is defined as general agreement in sentiment or belief. If clear consensus cannot be reached, the Chair will call for a vote of the voting members present. In such event, the Chair will report the recommendation of the IC along with the dissenting opinion(s) and viewpoints, to the Commission and to the TAC. In the event of a tie, the Chair will report that outcome and the viewpoint(s) expressed that led to that outcome. In the alternative, the Chair may, in the Chair's sole discretion, re-agendize the item for another IC meeting.

C. *Use of Outside Contractors.* The IC is responsible for selecting any consultant(s) or contractor(s) ("Outside Contractors") to perform tasks included in the Commission-approved Annual Workplan and Budget and who are to be paid from Countywide Funds, using a process created in consultation with the Contracting Agent. The IC is responsible for reviewing and approving the parameters of any contracts with Outside Contractors, including the scope(s) of work, schedules of performance, use of subcontractors, and compensation for such Outside Contractors. The IC then directs the Contracting Agent to conduct the procurement process for Outside Contractors and to execute contracts with the selected Outside Contractor(s).

VII. TAC SUBCOMMITTEES

A. *Issue and Policy Subcommittees.* Issue and policy subcommittees shall be established as needed by the TAC. The TAC will evaluate and establish standing Subcommittees in December of each year. Additional Subcommittees may be established at other times throughout the year as needed.

B. *Membership and Meetings.* Membership on all issue and policy Subcommittees is open to all TAC voting members and designated alternates. There is no maximum size for each Subcommittee. The TAC shall appoint a Chair for each Subcommittee. A quorum is two (2) or more Subcommittee members. Subcommittees may elect a Vice-Chair to serve in the Chair's absence. Subcommittee chairs shall be responsible for calling and chairing meetings. The Subcommittee chairs shall approve the draft agenda and report the activities and recommendations of the Subcommittee to the TAC. Subcommittee chairs shall strive to achieve consensus among members. Consensus is defined as general agreement in sentiment or belief. If clear consensus cannot be reached, the Chair will call for a vote of the voting members present. In such event, the Chair will report the recommendation of the Subcommittee along with the dissenting opinion(s) and viewpoints, to the TAC. In the event of a tie, the Subcommittee Chair will report that outcome and the viewpoint(s) expressed that led to that outcome. In the alternative, the Subcommittee Chair, in consultation with the TAC Chair, may decide to re-agendize the item for discussion at another meeting.

C. *Ad Hoc Subcommittees.* The TAC may establish Ad Hoc Subcommittees as needed to address specific issues or problems. The TAC shall appoint a Chair for each Ad Hoc Subcommittee. All Ad Hoc Subcommittees shall follow the same operating procedures as the standing issue and policy subcommittees. The TAC Chair shall monitor the work of all Ad Hoc Subcommittees, and all such Subcommittees shall be promptly disbanded by the TAC once their tasks have been accomplished.

VIII. TAC ADMINISTRATOR

A. *Duties.* The TAC Administrator provides administration and management services to the TAC and carries out the Annual Workplan. Duties of the Administrator include, but are not limited to: scheduling meetings of the TAC and all committees, subcommittees, and ad hoc subcommittees; preparing agendas and meeting minutes; maintaining all TAC records and files; notifying the TAC of correspondence received and preparing outgoing correspondence; completing all tasks in the Annual Workplan; providing monthly reports at TAC meetings on the status of the Workplan; and other duties as directed by the IC. The Administrator reports to the Chair of the TAC. The Administrator shall work cooperatively and collaboratively with the IC, the Fiscal Agent and the Contracting Agent. The Administrator is paid from funds in the adopted TAC budget.

B. *Selection.* The IC shall select a PARTY or an Outside Contractor to serve as the Administrator for the TAC. The IC will receive and evaluate proposal(s) and make a recommendation to the Commission on selection of an Administrator, as further described in Attachment 2.

C. *Initial Administrator.* The initial Administrator for the TAC shall be the County of Santa Clara, Integrated Waste Management Division ("County IWMD"). The initial staff provided is described on Attachment 1. In the event of a change in the initial staff, the procedures described in Attachment 2 shall be followed. In the event the IC determines there is a need for a change in the Administrator in the future (due to costs, availability of designated employees or for other reasons), or in the event the County IWMD is unable or unwilling to serve, the procedures for selection of a new Administrator in Attachment 2 shall be followed.

D. *If Administrator Is Also A PARTY.* In the event the Administrator is a PARTY, that PARTY shall appoint a TAC/IC representative whose function is to represent the PARTY's point of view on issues, policy and fiscal matters. The PARTY'S TAC/IC representative shall be a person who is not be involved in the work of the Administrator. This designation shall be made in writing on the PARTY'S letterhead to the Chair of the TAC. The person(s) fulfilling the duties of the Administrator shall act as staff to the TAC, TAC committees and subcommittees, and to the IC.

E. *Contract With Administrator.* All duties and responsibilities of the Administrator, and a list and description of all staff assigned to provide Administrator services, shall be included in a contract between the Contracting Agent and the Administrator. The contract term may be for a single year or for multiple years, at the discretion of the IC. In the event that the Administrator is a PARTY, a letter agreement will be prepared between the Contracting Agent and the Administrator, containing all of the duties, responsibilities, staffing commitments and costs for the Administrator to serve for the upcoming fiscal year. The letter agreement will include the Annual Workplan and costs for the Administrator's services. The letter agreement shall state that the Administrator agrees to provide the described services at the approved costs for the upcoming fiscal year and that all employee and overhead costs will be maintained at the levels specified in the agreement for that fiscal year. With regard to the initial Administrator, the first letter agreement shall be prepared and executed prior to July 1, 2014 to reflect the costs and the scope of work to be performed for FY 2014/15. If the Administrator and the Contracting Agent are the same PARTY, the letter agreement will be prepared and signed by a staff person designated to represent the Administrator and also signed by a separate staff person designated to represent the Contracting Agent.

F. *Annual Workplan and Budget.* As the work of the TAC progresses each year, the Administrator will maintain a list of potential work items to be placed in the Annual Workplan for the upcoming fiscal year. Beginning with preparation of the Annual Workplan and Budget for fiscal year 2014/15, the following schedule will apply. In November of each year, the IC will review the list of potential work items compiled by the Administrator, add additional items as needed, and direct the Administrator to prepare a proposed Workplan and Budget for the upcoming fiscal year. The proposed Annual Workplan will contain the elements described in Attachment 3.

The Administrator shall submit the final draft of the proposed Annual Workplan and

Budget to the IC no later than December 15 of each year. If required, the IC will provide revisions and comments to the Administrator, who will then revise and finalize the Annual Workplan and Budget. The IC will approve the Annual Workplan and Budget on or before January 31 of each year and forward it to the Commission for approval. Commission approval is anticipated to be during the month of February. Upon approval by the Commission, the Contracting Agent will prepare agreements with the Administrator, the Fiscal Agent and the Contracting Agent that include the approved Annual Workplan and Budget (for the Administrator) and the approved costs and duties (for the Fiscal Agent and the Contracting Agent) as described in Sections VIII E, IX D and X C. The agreements will be signed by designated representatives of the Administrator, the Fiscal Agent and the Contracting Agent. In the event the Administrator, the Fiscal Agent and/or the Contracting Agent are the same PARTY, that PARTY shall designate separate representatives to execute the agreements on behalf of the Administrator, the Fiscal Agent and the Contracting Agent. Said agreements shall be fully executed and in place prior to July 1 of each year.

G. *Annual Reporting and Evaluation.* The Administrator shall prepare a self-evaluation/audit report to the IC including significant accomplishments, work items planned but not accomplished, work items not planned but completed, and the status of all work items in the Annual Workplan. The report will include recommendations and suggestions for improving the work of the Administrator and will be submitted on or before September 15 each year. The IC will consider the report at a regular meeting and discuss and provide recommendations and feedback to the Administrator. The IC will rate the overall implementation and effectiveness of the Workplan and, in turn, rate the performance of the Administrator based upon the ability of the Administrator to meet the timelines and budget in the Workplan and to effectively support the Commission and the TAC. The final recommendations and feedback of the IC will be recorded in the minutes and also in a letter from the IC Chair to the Administrator. This feedback will be used by the Administrator to make any required changes in operations, procedures and/or work tasks for the next fiscal year. In addition to the annual review of the Administrator, the IC may, at any time, discuss questions, concerns or issues of performance with the Administrator.

IX. FISCAL AGENT

A. *Duties.* The Fiscal Agent serves as the treasurer of the Countywide Funds and is responsible for collecting the SWPF from all solid waste disposal facilities and non-disposal facilities located within Santa Clara County. The Fiscal Agent also collects and receives grant funds and revenues from other sources. The Fiscal Agent shall diligently pursue collection of all SWPF funds and shall keep the IC apprised of the amount and entity owing delinquent payments, as well as of the status of collection activity initiated by the Fiscal Agent regarding the delinquent payments. The Fiscal Agent shall manage all funds in accordance with generally accepted government accounting procedures. The Fiscal Agent shall keep Countywide Funds segregated from all other funds administered by the Fiscal Agent in separately numbered and coded accounts that are readily identifiable as those containing Countywide Funds; shall credit appropriate interest income earned on such funds in each fiscal year; and shall not expend, use or transfer

any funds except in accordance with the Annual Workplan and Budget approved by the IC and the Commission, or as otherwise directed by the IC. In the event the Fiscal Agent is not also the Contracting Agent, the Fiscal Agent shall transfer Countywide Funds to the Contracting Agent as directed by the IC, in accordance with the procedures in Attachment 5. The Fiscal Agent shall work cooperatively and collaboratively with the IC, the Administrator, and the Contracting Agent.

B. *Initial Fiscal Agent.* The initial Fiscal Agent shall be the County of Santa Clara. The specific contact person shall be designated in writing to the Administrator and to the TAC Chair. In the event the IC determines there is a need for a change in the Fiscal Agent in the future (due to costs, lack of availability of designated employees or for other reasons), or in the event the County is unable or unwilling to serve, the following procedures for selection of a new Fiscal Agent shall be followed.

C. *Selection.* Any PARTY willing to serve as the Fiscal Agent may be nominated by another PARTY. The nominated PARTY(IES) will submit a letter proposal to the IC containing the costs for performing the services of the Fiscal Agent, including all employee and overhead costs and all proposed expenses. If the same PARTY is also already serving, or is proposing to serve, as the Administrator, the Contracting Agent, or both, the proposed costs to perform each function shall be separately specified. The IC will hold discussions with representatives of the nominated PARTY(IES) as needed. The recommendation of the IC will be forwarded to the Commission for approval. Upon receipt of Commission approval, the Contracting Agent will execute an agreement with the new Fiscal Agent that includes the approved costs for the PARTY to provide Fiscal Agent services for the upcoming fiscal year.

D. *Payment For Services.* The Fiscal Agent shall provide the Administrator with proposed costs to perform the duties of TAC Fiscal Agent for the upcoming fiscal year upon request. The proposed costs shall be at the level of detail described in Attachment 2. If the Fiscal Agent is also serving as the Administrator, the Contracting Agent, or both, the proposed costs to perform each function shall be separately specified. The proposed costs will be reviewed by the IC as part of review of the Annual Workplan and Budget. If there is a question or concern about the proposed costs, the Chair of the IC and the Administrator will meet with the Fiscal Agent concerning the issues. Upon approval of the Annual Workplan and Budget by the IC and the Commission, the Contracting Agent will prepare an agreement to be signed by the Fiscal Agent and the Contracting Agent to perform services for the new fiscal year. In the event that the Contracting Agent and the Fiscal Agent are the same PARTY, the agreement shall be signed by the designated employee of the PARTY serving as the Fiscal Agent and the (separate) designated employee of the PARTY serving as the Contracting Agent.

E. *Quarterly and Annual Budget Status.* The Fiscal Agent shall prepare and submit quarterly budget updates to the IC every three (3) months, and shall provide a Year-End Budget Report. These reports shall be formatted in a clear and concise manner such that all expenditures, revenues, movement of monies, reallocation of funds and adjustments to the budget are detailed by project and line item (i.e. numerical reference and narrative

description). The Year-End Budget Report shall be submitted to the IC on or before October 31 each year. The IC may, at any time, request additional budget information, detail, documentation and updates. The Fiscal Agent shall respond promptly to all such requests.

F. *Biennial Audit.* The Fiscal Agent shall arrange for an audit by an independent third party Certified Public Accounting Firm (CPA) to be conducted every other year beginning with an audit of the 2013/14 fiscal year. The Fiscal Agent may utilize the CPA firm retained by the jurisdiction of which the Fiscal Agent is a part, to perform that PARTY's annual audit. In such event, the results of the audit of the Countywide Funds and accounts shall be clearly and separately called out in the CPA's audit report. The results of the audit shall be reported to the IC on or before January 15 every other year.

G. *Evaluation of the Fiscal Agent.* Each year, the Fiscal Agent shall prepare a self-evaluation, along with the Year-End Budget Report, for submittal to the IC. The self-evaluation will include a description of key work tasks performed, any duties or tasks not completed, and any non-planned work tasks completed. The report will include recommendations and suggestions for improving the services of the Fiscal Agent. The self-evaluation shall be submitted at the same time as the Year-End Budget Report. The IC will review the report at a regular meeting and discuss any suggested or needed changes or improvements. The IC will rate the overall performance of the Fiscal Agent based upon the ability of the Fiscal Agent to perform its duties in a timely manner and in accordance with all requirements of this Agreement. The final recommendations and feedback of the IC will be recorded in the minutes and also in a letter from the IC Chair to the Fiscal Agent. This feedback will be used by the Fiscal Agent to make any required changes in operations and procedures and/or work tasks for the next fiscal year. In addition to the annual review of the Fiscal Agent, the IC may, at any time, discuss questions, concerns or issues of performance with the designated representative of the Fiscal Agent.

X. CONTRACTING AGENT

A. *Duties.* The Contracting Agent executes contracts with Outside Contractors, including the Administrator and the Fiscal Agent (where applicable) that have been requested and approved by the IC. The Contracting Agent consults with the IC to establish a procurement process for Outside Contractors, and then conducts that process once the IC has approved a scope of work, schedule, budget and other parameters of the contract that will be awarded by the Contracting Agent. The Contracting Agent shall conduct the procurement process and execute all contracts within a reasonable period of time after being directed to do so by the IC. The Contracting Agent shall provide a copy of any contract executed on behalf of the TAC to any PARTY, any TAC member, and to any PARTY or person designated by any PARTY or the IC upon request. The governing body of the Contracting Agent, at its discretion, may delegate authority to execute agreements and contracts approved by the IC to a designated employee. Notice of any such delegation of authority shall be provided in writing to the Chair of the IC and to the Administrator.

In the event the Contracting Agent is not also the Fiscal Agent, the Contracting Agent shall receive Countywide Funds transferred to the Contracting Agent by the Fiscal Agent on a periodic basis as described in Attachment 5. The Contracting Agent shall manage all Countywide Funds in accordance with generally accepted government accounting procedures. The Contracting Agent shall keep Countywide Funds segregated from all other funds administered by the Contracting Agent in separately numbered and coded accounts that are readily identifiable as Countywide Funds, and shall not expend, use or transfer any funds except as specifically directed by the IC. At the close of the fiscal year, the Contracting Agent shall, pursuant to the procedures in Attachment 5, comply with all directions from the IC with regard to retention of funds for contracts with Outside Contractors that are still in effect, and with regard to return of unexpended or unencumbered funds to the Fiscal Agent. The Fiscal Agent shall work cooperatively and collaboratively with the IC, the Administrator, and the Contracting Agent.

B. *Initial Contracting Agent.* The initial Contracting Agent shall be the County of Santa Clara. The specific contact person shall be designated in writing to the Administrator and to the TAC Chair. In the event the IC determines there is a need for a change in the Contracting Agent in the future (due to costs, lack of availability of designated employees or for other reasons), or in the event the County is unable or unwilling to serve, the procedures for selection of a new Contracting Agent shall be the same as those for selection of a Fiscal Agent as described in Section IX C.

C. *Payment For Services.* The Contracting Agent shall provide the Administrator with proposed costs to perform the duties of TAC Contracting Agent for the upcoming fiscal year upon request. The proposed costs shall be at the level of detail described in Attachment 2. If the Contracting Agent is also serving as the Administrator, the Fiscal Agent, or both, the proposed costs to perform each function shall be separately specified. The proposed costs will be reviewed by the IC as part of review of the Annual Workplan and Budget. If there is a question or concern about the proposed costs, the Chair of the IC and the Administrator will meet with the Contracting Agent concerning the issues. Upon approval of the Annual Workplan and Budget by the IC and the Commission, the Administrator will prepare an agreement to be signed by the Contracting Agent and the Administrator to perform services for the new fiscal year. In the event that the Administrator and the Contracting Agent are the same PARTY, the agreement shall be signed by the designated employee of the PARTY serving as the Contracting Agent and the (separate) designated employee of the PARTY serving as the Administrator.

D. *Annual Contract Status Report.* The Contracting Agent shall prepare and submit an annual report to the IC on the status of all contracts (listing all contracts in progress, expired, terminated, and the amount of work and budget remaining in each) on or before October 31 each year. The report shall also note the amount of Countywide Funds held by the Contracting Agent, and specify the amount(s) of funds encumbered for contracts, and the amount(s) of funds that are unspent and unencumbered. The IC may, at any time, request additional information, detail, documentation and updates on any or all contracts. The Contracting Agent shall respond promptly to all such requests.

E. *Audits.* The Contracting Agent shall cooperate with and provide all information and documentation required in order to complete the bi-annual audit described in Section IX F. In the event the IC decides that any actions or activities of the Contracting Agent are not in compliance with this Agreement, or if the IC determines there are other reasons for an audit to be performed, the IC may perform an audit of the Countywide Funds received and expended by the Contracting Agent. In such event, the Contracting Agent shall cooperate fully, and in a timely manner, with persons performing the audit.

F. *Evaluation of the Contracting Agent.* Each year, the Contracting Agent shall prepare a self-evaluation, along with the Annual Contract Status Report, for submittal to the IC. The self-evaluation will include a description of key work tasks performed, any duties or tasks not completed, and any non-planned work tasks completed. The report will include recommendations and suggestions for improving the services of the Contracting Agent. The self-evaluation shall be submitted at the same time as the Annual Contract Status Report. The IC will review the report at a regular meeting and discuss any suggested or needed changes or improvements. The IC will rate the overall performance of the Contracting Agent based upon the ability of the Contracting Agent to perform its duties in a timely manner and in accordance with all requirements of this Agreement. The final recommendations and feedback of the IC will be recorded in the minutes and also in a letter from the IC Chair to the Contracting Agent. This feedback will be used by the Contracting Agent to make any required changes in operations and procedures for the next fiscal year. In addition to the annual review of the Contracting Agent, the IC may, at any time, discuss questions, concerns or issues of performance with the designated representative of the Contracting Agent.

XI. LEGAL COUNSEL

A. *Selection.* The IC may select an attorney or firm that is experienced in solid waste, recycling and municipal law to research legal issues, proposed legislation, and to provide legal advice to the TAC ("Legal Counsel") as provided for in the Commission-approved Annual Workplan and Budget. Legal Counsel may be a City Attorney or County Counsel (i.e. an employee of one of the PARTIES) or may be an outside attorney or law firm. The IC will interview and select Legal Counsel as needed, and direct the Contracting Agent to prepare a contract with Legal Counsel for the provision of legal services. The IC shall direct the work of Legal Counsel. The Administrator may assist in coordination of activities with Legal Counsel, but shall not give direction without prior authorization from the IC. Legal Counsel shall not be responsible for providing legal advice to individual PARTIES related to their individual compliance with Public Resources Code Section 40000 et. seq., but may provide such services under separate contract with any PARTY or PARTIES.

XII. OTHER AGREEMENTS OF THE PARTIES

A. *Term of Agreement.* The term of this Agreement shall commence on the date the last duly authorized representative of the PARTIES executes it. This Agreement shall remain in effect until terminated by the PARTIES or until eight (8) or more PARTIES containing more than fifty percent (50%) of the population of the incorporated and unincorporated areas of County of Santa Clara withdraw from the Agreement, whichever

occurs first. A PARTY may withdraw from the Agreement by providing written notice to the Administrator, stating the effective date of the PARTY'S withdrawal. The withdrawal of a PARTY shall not entitle that PARTY to receive or retain any portion of the SWPF.

B. *Ethical Code of Conduct.* All TAC members and Alternates shall adhere to the Ethical Code of Conduct in Attachment 4. All TAC members and Alternates shall attend a TAC-sponsored ethics training every other year beginning in FY 2013/14. The Administrator shall arrange for this training and include the cost in the Annual Workplan and Budget for each year the training is required to be conducted.

C. *Counterparts.* This Agreement may be executed and delivered in any number of copies ("counterparts") by the PARTIES, including by means of facsimile and e-mail of PDF copies. When each PARTY has signed and delivered at least one counterpart to the Administrator, each counterpart shall be deemed an original, and taken together, shall constitute one and the same Agreement, which shall be binding and effective as to the PARTIES hereto.

D. *Non-Compliance With State and Federal Laws.* No PARTY shall, by entering into this Agreement, participating in the TAC or the IC, or agreeing to serve as Administrator, Fiscal Agent, Contracting Agent, and/or Legal Counsel, assume or be deemed to assume responsibility for any other PARTY in complying with the requirements of state and federal solid waste and recycling laws, including but not limited to, the California Integrated Waste Management Act of 1989 as amended (Public Resources Code Section 400000 et seq). This Agreement is intended solely for the convenience and benefit of the PARTIES hereto and shall not be deemed for the benefit of any third party and may not be enforced by any third party, including, but not limited to, the United States Environmental Protection Agency and the California Department of Resources, Recycling and Recovery, or any person acting on their behalf or in their stead.

E. *Indemnification.* In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the PARTIES pursuant to Government Code Section 895.6, the PARTIES agree that all losses or liabilities incurred by a PARTY, or by the Santa Clara Valley Water District in carrying out its duties under Section VI. Implementation Committee shall not be shared pro rata, but instead the PARTIES agree that pursuant to Government Code Section 895.4, each of the PARTIES hereto shall fully defend, indemnify and hold harmless each of the other PARTIES, and the Santa Clara Valley Water District in the carrying out of its duties under Section VI. Implementation Committee, from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying PARTY, its officers agents or employees, or in connection with or arising from any work, authority or jurisdiction delegated to such PARTY under this Agreement. No PARTY, nor any officer, board member, employee or agent thereof, shall be responsible for any damage or liability incurred by reason of the negligent acts or omissions or willful misconduct of the other PARTIES hereto, their officers, board members, employees or agents under or in connection with or arising from any work, authority or jurisdiction delegated to such

PARTY under this Agreement.

F. *Entire Agreement.* This Agreement supersedes any prior arrangement or agreement among the PARTIES regarding the composition, structure, duties and powers of the TAC including, but not limited to, the TAC Rules of Procedure dated May 22, 2006, but does not supersede any other agreements between any of the PARTIES.

G. *Amendments.* This Agreement may be amended by unanimous written agreement of the PARTIES. All PARTIES agree to bring any proposed amendments to this Agreement to their Council or Board, as applicable, within three (3) months following acceptance by the IC. The IC shall, on a biennial basis, evaluate this Agreement and determine if any amendments are needed. The first biennial evaluation shall be in 2015. The IC may recommend amendments on a more frequent basis if desired.

H. *Venue.* In the event that suit shall be brought by any PARTY to this Agreement, the PARTIES agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

I. *Attachments.* Attachments 1 through 5 are attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the dates shown below.

COUNTY OF SANTA CLARA, a public entity of the State of California

Date: JUN 04 2013

By: _____
PRESIDENT Board of Supervisors

KEN YEAGER

APPROVED AS TO FORM:

By: _____ 6/3/2013
Deputy County Counsel

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.
Attest:

_____
Lynn Regadanz, Clerk
Board of Supervisors

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the dates shown below.

COUNTY OF SANTA CLARA, a public entity of the State of California

Date:_____

By:_____
Chair, Board of Supervisors

APPROVED AS TO FORM:

By:_____
Deputy County Counsel

ATTEST:

Date:_____

By:_____

CITY OF CAMPBELL

Date: July 17, 2013

By:_____
Name: Mark Linder
Title: City Manager

APPROVED AS TO FORM:

By:_____
Name : William R. Seligmann
Title: City Attorney

CITY OF _____

Date:_____

By:_____
Name :_____
Title:_____

APPROVED AS TO FORM:

By:_____
Name :_____
Title:_____

CITY OF CAMPBELL

Date:_____

By:_____
Name: Mark Linder
Title: City Manager

APPROVED AS TO FORM:

By:_____
Name:_____
Title: City Attorney

CITY OF CUPERTINO

Date: 8/28/13

By: Carol Atwood for
Name: David Brandt
Title: City Manager

APPROVED AS TO FORM:

By: Melissa Thonoff
Name: Melissa Thonoff
Title: City Attorney

CITY OF GILROY

Date:_____

By:_____
Name: Thomas Haglund
Title: City Administrator

APPROVED AS TO FORM:

By:_____
Name:_____
Title: City Attorney

CITY OF LOS ALTOS

Date:_____

By:_____
Name: Marcia Somers
Title: City Manager

APPROVED AS TO FORM:

By:_____
Name:_____
Title:_____

TOWN OF LOS ALTOS HILLS

Date:_____

By:_____
Name: Carl Cahill
Title: City Manager

APPROVED AS TO FORM:

By:_____
Name:_____
Title: Town Attorney

CITY OF CAMPBELL

Date:_____

By:_____
Name: Mark Linder
Title: City Manager

APPROVED AS TO FORM:

By:_____
Name:_____
Title: City Attorney

CITY OF CUPERTINO

Date:_____

By:_____
Name: David Brandt
Title: City Manager

APPROVED AS TO FORM:

By:_____
Name:_____
Title: City Attorney

CITY OF GILROY

Date: 10/7/2013

By:_____
Name: Thomas Haglund
Title: City Administrator

APPROVED AS TO FORM:

By: Linda A. Callon
Name: LINDA A. CALLON
Title: City Attorney

ATTEST:

_____
City Clerk

CITY OF LOS ALTOS

Date:_____

By:_____
Name: Marcia Somers
Title: City Manager

APPROVED AS TO FORM:

By:_____
Name:_____
Title:_____

TOWN OF LOS ALTOS HILLS

Date:_____

By:_____
Name: Carl Cahill
Title: City Manager

APPROVED AS TO FORM:

By:_____
Name:_____
Title: Town Attorney

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the dates shown below.

COUNTY OF SANTA CLARA, a public entity of the State of California

Date:_____ APPROVED AS TO FORM:

By:_____ By:_____
Chair, Board of Supervisors Deputy County Counsel

ATTEST:

Date:_____

By:_____

CITY OF Los Altos

Date: 7-9-13 APPROVED AS TO FORM:

By: Marcia Somers By: Jolie Houston
Name : MARCIA SOMERS Name : Jolie Houston
Title: CITY MANAGER Title: City Attorney

CITY OF _____

Date:_____ APPROVED AS TO FORM:

By:_____ By:_____
Name :_____ Name :_____
Title:_____ Title:_____

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the dates shown below.

COUNTY OF SANTA CLARA, a public entity of the State of California

Date:_____

By:_____
Chair, Board of Supervisors

APPROVED AS TO FORM:

By:_____
Deputy County Counsel

ATTEST:

Date:_____

By:_____

CITY OF LOS ALTOS HILLS

Date: 10/14/2013

By: Carl Cahill
Name : Carl Cahill
Title: City Manager

APPROVED AS TO FORM:

By:
Name : Steve Mattas
Title: City Attorney

CITY OF _____

Date:_____

By:_____
Name :_____
Title:_____

APPROVED AS TO FORM:

By:_____
Name :_____
Title:_____

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the dates shown below.

COUNTY OF SANTA CLARA, a public entity of the State of California

Date:_____

By:_____
Chair, Board of Supervisors

APPROVED AS TO FORM:

By:_____
Deputy County Counsel

ATTEST:

Date:_____

By:_____

~~TOWN~~ ~~CITY~~ OF LOS GATOS

Date: 7/1/17

By: _____
Name : Greg Larson
Title: Town Manager

APPROVED AS TO FORM:

By: _____
Name : Judith J. Propp
Title: Town Attorney

CITY OF _____

Date:_____

By:_____
Name :_____
Title:_____

APPROVED AS TO FORM:

By:_____
Name :_____
Title:_____

Title: City Manager

Title: Town Attorney

TOWN OF LOS GATOS

Date:_____

By:_____
Name: Greg Larson
Title: Town Manager

APPROVED AS TO FORM:

By:_____
Name:_____
Title: Town Attorney

CITY OF MILPITAS

Date: 9/11/13

By:_____
Name: Tom Williams
Title: City Manager

APPROVED AS TO FORM:

By:_____
Name : Michael J. Ogaz
Title: City Attorney

CITY OF MONTE SERENO

Date:_____

By:_____
Name: Brian Loventhal
Title: City Manager

APPROVED AS TO FORM:

By:_____
Name :_____
Title:_____

CITY OF MORGAN HILL

Date:_____

By:_____
Name: Steve Rymer
Title: City Manager

APPROVED AS TO FORM:

By:_____
Name :_____
Title: City Attorney

TOWN OF LOS GATOS

Date:_____

By:_____
Name: Greg Larson
Title: Town Manager

APPROVED AS TO FORM:

By:_____
Name:_____
Title: Town Attorney

CITY OF MILPITAS

Date:_____

By:_____
Name: Tom Williams
Title: City Manager

APPROVED AS TO FORM:

By:_____
Name : Michael J. Ogaz
Title: City Attorney

CITY OF MONTE SERENO

Date: 7/18/13

By:_____
Name: Brian Loventhal
Title: City Manager

APPROVED AS TO FORM:

By:_____
Name : Kirsten Powell
Title: City Attorney

CITY OF MORGAN HILL

Date:_____

By:_____
Name: Steve Rymer
Title: City Manager

APPROVED AS TO FORM:

By:_____
Name :_____
Title: City Attorney

TOWN OF LOS GATOS

Date:_____

By:_____
Name: Greg Larson
Title: Town Manager

APPROVED AS TO FORM:

By:_____
Name:_____
Title: Town Attorney

CITY OF MILPITAS

Date:_____

By:_____
Name: Tom Williams
Title: City Manager

APPROVED AS TO FORM:

By:_____
Name : Michael J. Ogaz
Title: City Attorney

CITY OF MONTE SERENO

Date:_____

By:_____
Name: Brian Loventhal
Title: City Manager

APPROVED AS TO FORM:

By:_____
Name :_____
Title:_____

CITY OF MORGAN HILL

Date: 10/1/13

By:_____
Name: Steve Rymer
Title: City Manager

APPROVED AS TO FORM:

By:_____
for Name : Rene Guzzi
Title: City Attorney
Resolution No: 6638

CITY OF MOUNTAIN VIEW

Date: 7-24-13

By: Daniel H. Rich
Name: Daniel H. Rich
Title: City Manager

APPROVED AS TO FORM:

By: Jannie L. Quinn
Name : Jannie L. Quinn
Title: City Attorney

CITY OF PALO ALTO

Date:_____

By:_____
Name: James Keene
Title: City Manager

APPROVED AS TO FORM:

By:_____
Name:_____
Title: City Attorney

CITY OF SAN JOSE

Date:_____

By:_____
Name: Norberto Dueñas
Title: Deputy City Manager

APPROVED AS TO FORM:

By:_____
Name : Rosa Tsongtaatarii
Title: Senior Deputy City Attorney

CITY OF SANTA CLARA

Date:_____

By:_____
Name: Julio J. Fuentes
Title: City Manager

APPROVED AS TO FORM:

By:_____
Name: Richard E. Nosky, Jr.
Title: City Attorney

CITY OF SARATOGA

Date:_____

By:_____
Name: Dave Anderson
Title: City Manager

APPROVED AS TO FORM:

By:_____
Name: Richard Taylor
Title: City Attorney

CITY OF MOUNTAIN VIEW

Date:_____

By:_____
Name: Daniel H. Rich
Title: City Manager

APPROVED AS TO FORM:

By:_____
Name : Jannie L. Quinn
Title: City Attorney

CITY OF PALO ALTO

Date: 7.31.13

By:_____
Name: James Keene
Title: City Manager

APPROVED AS TO FORM:

By:_____
Name: Cara Silver
For
Title: City Attorney

CITY OF SAN JOSE

Date:_____

By:_____
Name: Norberto Dueñas
Title: Deputy City Manager

APPROVED AS TO FORM:

By:_____
Name : Rosa Tsongtaatarii
Title: Senior Deputy City Attorney

CITY OF SANTA CLARA

Date:_____

By:_____
Name: Julio J. Fuentes
Title: City Manager

APPROVED AS TO FORM:

By:_____
Name: Richard E. Nosky, Jr.
Title: City Attorney

CITY OF SARATOGA

Date:_____

By:_____
Name: Dave Anderson
Title: City Manager

APPROVED AS TO FORM:

By:_____
Name: Richard Taylor
Title: City Attorney

CITY OF MOUNTAIN VIEW

Date:_____

By:_____
Name: Daniel H. Rich
Title: City Manager

APPROVED AS TO FORM:

By:_____
Name : Jannie L. Quinn
Title: City Attorney

CITY OF PALO ALTO

Date:_____

By:_____
Name: James Keene
Title: City Manager

APPROVED AS TO FORM:

By:_____
Name:_____
Title: City Attorney

CITY OF SAN JOSE

Date: 8/1/13

By:_____
Name: Norberto Dueñas
Title: Deputy City Manager

APPROVED AS TO FORM:

By:_____
Name : Rosa Tsongtaatarii
Title: Senior Deputy City Attorney

CITY OF SANTA CLARA

Date:_____

By:_____
Name: Julio J. Fuentes
Title: City Manager

APPROVED AS TO FORM:

By:_____
Name: Richard E. Nosky, Jr.
Title: City Attorney

CITY OF SARATOGA

Date:_____

By:_____
Name: Dave Anderson
Title: City Manager

APPROVED AS TO FORM:

By:_____
Name: Richard Taylor
Title: City Attorney

CITY OF MOUNTAIN VIEW

Date:_____

By:_____
Name: Daniel H. Rich
Title: City Manager

APPROVED AS TO FORM:

By:_____
Name : Jannie L. Quinn
Title: City Attorney

CITY OF PALO ALTO

Date:_____

By:_____
Name: James Keene
Title: City Manager

APPROVED AS TO FORM:

By:_____
Name:_____
Title: City Attorney

CITY OF SAN JOSE

Date:_____

By:_____
Name: Norberto Dueñas
Title: Deputy City Manager

APPROVED AS TO FORM:

By:_____
Name : Rosa Tsongtaatarii
Title: Senior Deputy City Attorney

CITY OF SANTA CLARA

Date: 9-11-13

By:_____
Name: Julio J. Fuentes
Title: City Manager

APPROVED AS TO FORM:

By: _____ for
Name: Richard E. Nosky, Jr.
Title: City Attorney

CITY OF SARATOGA

Date:_____

By:_____
Name: Dave Anderson
Title: City Manager

APPROVED AS TO FORM:

By:_____
Name: Richard Taylor
Title: City Attorney

ATTEST: City Clerk

CITY OF MOUNTAIN VIEW

Date:_____

By:_____
Name: Daniel H. Rich
Title: City Manager

APPROVED AS TO FORM:

By:_____
Name : Jannie L. Quinn
Title: City Attorney

CITY OF PALO ALTO

Date:_____

By:_____
Name: James Keene
Title: City Manager

APPROVED AS TO FORM:

By:_____
Name:_____
Title: City Attorney

CITY OF SAN JOSE

Date:_____

By:_____
Name: Norberto Dueñas
Title: Deputy City Manager

APPROVED AS TO FORM:

By:_____
Name : Rosa Tsongtaatarii
Title: Senior Deputy City Attorney

CITY OF SANTA CLARA

Date:_____

By:_____
Name: Julio J. Fuentes
Title: City Manager

APPROVED AS TO FORM:

By:_____
Name: Richard E. Nosky, Jr.
Title: City Attorney

CITY OF SARATOGA

Date: 7-25-2013

By:_____
Name: Dave Anderson
Title: City Manager

APPROVED AS TO FORM:

By:_____
Name: Richard Taylor
Title: City Attorney

CITY OF SUNNYVALE

Date: 7/22/13

By: _____
Name: Gary M. Luebbers
Title: City Manager

APPROVED AS TO FORM:

By: _____
Name: Joan A. Borger
Title:

ATTACHMENT 1

INITIAL STAFFING OF ADMINISTRATOR

The following is the initial staff complement for the Administrator:

Staff Person	% FTE Committed To Administrator Duties	% FTE Committed To County Unincorporated Duties
Elizabeth Constantino, Program Manager II Provides oversight of all Annual Workplan tasks and all functions of the Administrator.	0.82 FTE	0.18 FTE
Lisa Rose, Senior Management Analyst Coordinates the Green Business Program, serves as staff to the Commission, and performs various other duties.	0.87 FTE	0.13 FTE
Clifton Chew, Management Analyst Serves as staff to the TAC, prepares state reporting and DRS, and performs various other duties.	0.80 FTE	0.20 FTE
Zachary DeVine, Management Analyst Contracts monitoring, budget tracking, Outreach Specialist, and various other duties.	0.67 FTE	0.33 FTE
Sue Sherrin, Associate Management Analyst B, Green Business Specialist	0.98 FTE	0.02 FTE
Sarah Smith, Management Analyst Home Composting Education Program Coordinator	1.0 FTE	0.00 FTE
Joanne Chapa, Office Specialist III	0.94 FTE	0.06 FTE

ATTACHMENT 2

SELECTION PROCESS FOR THE ADMINISTRATOR

1. **Selection.** The IC shall select a PARTY or an Outside Contractor to serve as the Administrator for the TAC. As part of the selection process, the potential candidate(s) shall submit a proposal to the IC for providing Administrator services. The proposal shall include: a detailed scope of work for the upcoming fiscal year, detailed costs and work hours for the completion of each task, and a list of the employees proposed to perform each part of the Annual Workplan, as well as the administrative and management duties of the Administrator. The proposal shall also include a resume and description of the education, experience and expertise of each proposed staff member highlighting experience in solid waste management, recycling, diversion programs, producer responsibility, public education and outreach, legislative analysis, budgeting, public sector management, administration and policy development. It is of great importance that each member of the Administrator staff possess a high level of experience and expertise in the listed areas. The proposal shall designate the duties and activities to be carried out by each employee. The IC will review the proposal(s) and conduct interview(s) with the potential Administrator(s). The IC will select an Administrator and recommend approval to the Commission.

2. **Change in Administrator Staff.** In the event any member of the Administrator's staff is unable or unavailable to serve in the capacity indicated in the original proposal, the IC shall work with the Administrator to determine if an acceptable alternate staff member is available. This shall include, if desired by the IC, having representatives from the IC participate in the selection process for the alternate staff person; review the resumes, references and writing samples of proposed candidates; attend and participate in interviews; and provide input to the decision-making process for selection of the proposed alternate staff member. If the proposed alternate staff person is not acceptable to the IC, and the IC determines that the employee who is unavailable is a key employee, the IC may give written notice to the Administrator that the TAC will seek another Administrator, and the IC may recommend to the Commission that the selection process for a new Administrator be commenced. Upon receipt of Commission approval, the IC will begin that process. The Administrator shall serve until such time as either a replacement Administrator is selected and approved by the Commission, or (if the Administrator is not a PARTY) until the current contract for the services of the Administrator expires, whichever occurs first. In the IC's sole discretion, the services of the Administrator may be terminated prior to the selection of a new Administrator. In the event the Administrator is not a PARTY, an early termination clause shall be placed in the contract with the Administrator for use by the IC in the event a key staff person becomes unavailable.

3. **Key Employee.** A "key employee" includes, but is not limited to, any one of the following:
    a. An employee who is performing twenty percent (20%) or more of the work hours in the Annual Workplan.

b. An employee whose work tasks require a high level of technical expertise and experience in recycling, solid and/or hazardous waste management programs and practices.
c. An employee whose work tasks require a high level of professional judgment that is the product of numerous years of experience in recycling, solid and hazardous waste management, and/or in work for public agencies.
d. An employee whose work tasks involve a high level of interaction with the public (e.g. in trainings, liaison with businesses or non-profit organizations, etc.).
e. An employee whose work tasks involve presentations or testimony to public agencies (e.g. City Councils, the Board of Supervisors) and/or community organizations (e.g. service organizations, community groups, homeowner's associations, etc.).

ATTACHMENT 3

ELEMENTS TO BE CONTAINED IN THE ANNUAL WORKPLAN AND BUDGET

1. **Scope of Work.** The proposed Annual Workplan and Budget will contain a detailed scope of work for each proposed task, the employee work hours estimated to complete each task, the name(s) of the specific employees that will perform the work for each task, the cost of the work hours for each task, all proposed overhead costs for the Administrator and all other projected costs. If the Administrator is a public agency, the costs may be shown as a percentage of each Full Time Equivalent (FTE) and the cost therefore, as long as the position (such as 'Analyst I') and the name of the employee filling that position are indicated, along with the fully burdened cost of the specified percentage of each FTE. The proposed Annual Workplan shall contain a list of key milestones for each task.

2. **Administrative Tasks.** The Workplan shall include a task for providing administrative support for the TAC including work hours to prepare meeting agendas, to schedule meetings, attend meetings, prepare minutes and correspondence, and carry out the direction of the TAC and all Committees and Subcommittees. The Workplan shall also include a separate task for providing administrative support to the Commission including work hours to prepare agendas, attend Commission meetings, prepare minutes, and carry out the direction of the Commission, its Committees and Subcommittees.

3. **Other Staff Commitments.** The proposed Workplan will contain a listing of the other duties and responsibilities of each assigned employee (other than the work to be performed as Administrator for the TAC and the Commission) including the work hours and a general description of the key tasks and projects to be performed. This will serve as a cross-check (regardless of whether the Administrator is a public agency or a private firm) to ensure that the time of each employee is not overcommitted, and that sufficient time exists for each employee to complete all their assigned tasks.

4. **Fiscal Agent and Contracting Agent Costs.** The Administrator shall consult with the Fiscal Agent and with the Contracting Agent (in the event they are separate PARTIES) and shall incorporate the proposed costs for the services of each into the proposed Workplan and Budget. Such costs shall be clearly and separately identified for each function (and identified separately from those of the Administrator) and shall include the costs for employee time, expenses (such as bank fees), overhead charges and all other proposed costs.

5. **Cost Detail For Comparison.** The budget shall be formatted in a clear and concise manner such that all projected expenditures and revenues are detailed by project and line item. The proposed Workplan and Budget shall contain sufficient detail about proposed work hours and costs such that a comparison can be made between the proposed costs for the current Administrator, the current Fiscal Agent and the current

Contracting Agent, and other potential providers of these services.

6. **Projected Amount of Fund Transfer From Fiscal Agent to Contracting Agent.** In the event the Fiscal Agent and the Contracting Agent are different PARTIES, the budget shall include the projected amount of funds to be transferred from the Fiscal Agent to the Contracting Agent in order to pay for contracts with Outside Contractors that will be awarded by the Contracting Agent in the upcoming year. Such projections shall take into account all funds currently held by the Contracting Agent (if any) and the amount of such funds already encumbered for contracts in progress. The projection shall be accompanied by a recommendation as to the frequency of fund transfers from the Fiscal Agent to the Contracting Agent that will be required to fund contracts awarded by the Contracting Agent for the upcoming year (e.g. annual one-time transfer of funds, quarterly transfer of funds, or other recommended timing.)

7. **Discussion Concerning Potential Conflicts.** Once the initial draft of the proposed Annual Workplan is prepared, the IC Chair, the Administrator, the Fiscal Agent and the Contracting Agent shall meet to review and discuss the Workplan and shall work cooperatively to identify and address any potential conflicts that could arise with regard to policies of the Administrator, the Fiscal Agent or the Contracting Agent. Examples include proposed sale of recycling containers or other goods at less than the purchase price (i.e. subsidized cost of compost bins for the home composting program); provision of recycling grants, prizes, incentives; and other such items. At the direction of the IC Chair, the Administrator shall further investigate any potential conflicts that have been identified, and shall, in consultation with the Fiscal Agent and the Contracting Agent, research and propose solutions for each. If solutions cannot be found, the issue may be presented to the IC for further consideration and/or the IC Chair may direct the Administrator to revise the Workplan and Budget to remove the items creating the potential conflict. In this event the IC Chair will inform the IC of such action when the Annual Workplan and Budget are considered for approval.

ATTACHMENT 4

CODE OF ETHICAL CONDUCT

1. Members shall strive to conduct all meetings, discussions and deliberations in a spirit of collaboration and partnership. Members shall treat all persons with respect and courtesy. In the course of discussions, members shall make their arguments on the merits of the issue rather than engaging in personal remarks or attacks on persons holding positions other than their own.
2. All members shall remain aware that the activities of the TAC are funded by fees raised from the public; and that the TAC is recommending expenditures of public funds. Members shall act prudently and in the best interest of the public when making fiscal and policy decisions.
3. Members shall voluntarily recuse themselves from all discussions and votes, and shall refrain from expressing any opinion to other members on issues where any one of the following apply:
    a. The member holds a financial interest such that the member could financially benefit from the action or issue being considered.
    b. The member is an owner or investor of a business the TAC is considering doing business with.
    c. The member owns land that is being considered for purchase or lease by the TAC or by any program funded by the TAC.
    d. A charity, community group or non-governmental organization to which the member belongs or contributes funds would receive funds from the TAC for projects or services.
    e. A person in the member's family could benefit financially from the action or issue being considered. Family includes the members' spouse, children, step-children, grandchildren and step-grandchildren, as well as siblings and parents of the member and the member's spouse.
4. A member recusing themselves shall mean (a) announcing the member has a conflict of interest when the item is opened for discussion, (b) leaving the meeting room before discussion on the matter commences, and (c) not returning to the room until after discussion and any vote on the matter is concluded.
5. Members shall periodically conduct a self-assessment and inventory of any potential conflicts of interest they may have and, if the member is unsure whether or not a conflict exists, the member shall discuss the issue with the TAC Chair, the Administrator, TAC Legal Counsel or legal counsel for the member's own agency.
6. In the event a member fails to recuse him or her self during discussion of an issue where the member appears to have a conflict of interest, the Chair of the meeting shall ask the member to recuse him or her self and shall halt discussion about the issue until the member has left the room.
7. Members shall not engage in financial transactions using non-public information nor allow the improper use of such information to further any personal or private interest.

8. Members shall not solicit or accept any gift or other item of monetary value from any person or entity seeking official action from, doing business with, or conducting activities regulated by the TAC, or whose interests may be substantially affected by actions of the TAC. Gifts do not include coffee, tea, donuts, discounts available to the general public, greeting cards or plaques of minor intrinsic value. It is appropriate and prudent for members to decline even items of minor intrinsic value from sources described in this section.
9. Members shall not knowingly make unauthorized commitments or promises of any kind purporting to bind the TAC to take any type of action or to approve any contract, program or other commitment.
10. Members shall not use their membership on the TAC for private gain.
11. Members shall always act impartially and objectively and not give preferential treatment to any organization or individual.
12. Members shall not seek or accept any contract to provide services to the TAC for a period of at least six (6) months after termination of their membership on the TAC.
13. Members shall adhere to, and be vigilant that the TAC adheres to, all applicable state, federal and local laws and regulations.
14. All members shall participate in a TAC-sponsored Ethics Training biennially.
15. Members shall endeavor to avoid any actions or statements that violate, or that create the appearance that they are violating, the law or any ethical standards set forth in this Attachment.

ATTACHMENT 5
PROCEDURES FOR TRANSFER OF COUNTYWIDE FUNDS FROM FISCAL AGENT TO CONTRACTING AGENT

The following procedures shall be used in the event the Fiscal Agent and the Contracting Agent are different PARTIES.

1. As part of its review and approval of the Annual Workplan and Budget, the IC shall establish the amount of funds and the schedule for transfer of funds from the Fiscal Agent to the Contracting Agent for the upcoming fiscal year.
2. Upon approval of the Annual Workplan and Budget by the Commission, the IC may take appropriate actions consistent with the Annual Workplan and Budget, including but not limited to, the following:
   A. Direct the Fiscal Agent to transfer specific amount(s) of Countywide Funds to the Contracting Agent on a specified schedule. The schedule may call for annual, quarterly, or more frequent transfers, as needed for the fiscal year.
   B. Adjust the timing and/or the amount(s) of funds to be transferred by the Fiscal Agent to the Contracting agent if circumstances change during the year, or if there are other reasons to do so.
   C. In the event the IC directs a change in the scope of work for an existing Outside Contractor that will increase the cost of the work, the IC may direct the Fiscal Agent to transfer additional funds to the Contracting Agent to pay for the amended scope of work.
3. In the event the Fiscal Agent is also serving as the Administrator, the IC shall direct the Fiscal Agent to transfer funds to the Contracting Agent for payment of the Administrator. The Contracting Agent shall pay the Administrator pursuant to the contract executed between the Contracting Agent and the Administrator.
4. If a single PARTY is serving as the Fiscal Agent and the Contracting Agent, the IC may direct that PARTY to retain a specified amount of Countywide Funds to pay the PARTY for performing the services of Fiscal Agent and Contracting Agent.
5. In the event a single PARTY is serving as the Fiscal Agent, the Administrator and the Contracting Agent, the IC will direct the PARTY to implement the Annual Workplan and Budget as approved by the IC and the Commission. This includes paying the costs specified in the approved Budget for the PARTY performing the duties of the Administrator, the Fiscal Agent and the Contracting Agent, as well as carrying out the duties of each.
6. If the Contracting Agent is, at any time, running out of funds or projects a shortfall in funds due to changed conditions or circumstances, the Contracting Agent shall immediately inform the IC and the Fiscal Agent and proceed according to the directions of the IC.
7. When making transfers of funds to the Contracting Agent, the Fiscal Agent shall make the required arrangements for an electronic transfer of funds or for preparation of a check made payable to the Contracting Agent.
8. If the Contracting Agent does not receive funds from the Fiscal Agent pursuant to the schedule directed by the IC, the Contracting Agent shall promptly inform the Fiscal Agent and the Fiscal Agent shall promptly arrange for the funds to be transferred.

9. At the end of the fiscal year, the IC will review the Year End Contract Status Report from the Contracting Agent, the Year-End Budget Report from the Fiscal Agent, and the Year-End Report from the Administrator. The IC may direct the Contracting Agent to transfer unspent, unencumbered funds to the Fiscal Agent or to retain such funds for use in the following fiscal year. The Contracting Agent will promptly comply with the directions of the IC.
10. If the IC directs the Contracting Agent to transfer unspent funds to the Fiscal Agent, the Fiscal Agent shall acknowledge receipt of such funds to the Contracting Agent and shall note the transfer in the accounting records of the Fiscal Agent pursuant to generally accepted government accounting procedures.

County of Santa Clara

Department of Agriculture and Environmental Management
Recycling and Waste Reduction Division

1555 Berger Drive Suite 300
San Jose, CA 95112
(408) 282-3180
Fax (408) 282-3188

http://www.ReduceWaste.org

DATE: September 2, 2014

TO: Clerk of the Board

FROM: Lisa Rose

RE: Memorandum of Agreement

Attached are the original, signed copies of the Agreement Creating the Santa Clara County Recycling and Waste Reduction Technical Advisory Committee, signed by each Party to the Agreement. Please forward an executed copy to me (electronically) and I will distribute to each of the cities. Please contact me at 408-282-3166 or lisa.rose@aem.sccgov.org if you have any questions.

Board of Supervisors: Mike Wasserman, Cindy Chavez, Dave Cortese, Ken Yeager, S. Joseph Simitian
County Executive: Jeffrey V. Smith

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MEMORANDUM OF UNDERSTANDING AMONG LOCAL PUBLIC AGENCIES IN SANTA CLARA COUNTY FOR FOOD RECOVERY PROGRAM COSTS

SECTION 1. OVERVIEW

This Memorandum of Understanding ("MOU") is between the cities of Cupertino, Gilroy, Los Altos, Milpitas, Morgan Hill, Mountain View, Palo Alto, San José, Santa Clara, and Sunnyvale; the town of Los Altos Hills; the County of Santa Clara; and the West Valley Solid Waste Management Authority on behalf of its member agencies, the cities of Campbell, Monte Sereno and Saratoga; and town of Los Gatos; collectively "Parties" or individually as a "Party."

SECTION 2. RECITALS

WHEREAS, the signatory Parties are also "PARTIES" to the Memorandum of Agreement for the Santa Clara County Recycling and Waste Reduction Technical Advisory Committee, which is a Committee of the County of Santa Clara Recycling and Waste Reduction Commission that advances the interests of Party jurisdictions by performing technical and policy review to inform parties and advise the Commission on solid waste management issues, and bring together varied expertise and viewpoints for planning and implementing the Commission approved annual workplan and budget;

WHEREAS, the Parties have previously agreed to jointly fund the cost of a countywide edible food recovery program to satisfy their respective obligations under SB 1383 (2016) and the corresponding regulations;

WHEREAS, the County of Santa Clara is the Fiscal Agent for the Technical Advisory Committee (TAC) to the Santa Clara County Recycling and Waste Reduction Commission and the City of Morgan Hill is the Administrator and Contracting Agent for the TAC;

WHEREAS, the City of Morgan Hill, as Program Administrator and Contracting Agent, has contracted with Joint Venture Silicon Valley to implement and manage the countywide Food Recovery Program ("Program") for Fiscal Year 2023/24;

WHEREAS, the Parties desire to execute this MOU to provide for their respective share of costs for the Program;

NOW, THEREFORE, for good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 3. PURPOSE OF THE MOU

The purpose of this MOU is to establish a means of requiring:

Payment by the Parties for their share of the costs for implementation of the Program.

SECTION 4. EFFECTIVE DATE

This MOU shall be effective upon execution of this MOU by all Parties ("Effective Date").

SECTION 5. PAYMENTS UNDER THIS MOU

For purposes of the Program, the County of Santa Clara is the Fiscal Agent and the City of Morgan Hill is the TAC Administrator and Contracting Agent, as specified in the Santa Clara County Recycling and Waste Reduction Technical Advisory Committee MOA.

The Parties agree to share costs for the services as described in Exhibit A of this MOU.

The County of Santa Clara will, within thirty (30) days of the Effective Date of this MOU, submit to the other Parties an invoice for the amounts due under the MOU. Each party will make their payment to the County of Santa Clara based on the invoice amount.

SECTION 6. RECORDS AND ACCOUNTS

The County of Santa Clara will keep complete and accurate financial records related to accomplishing the purposes of this MOU. Upon reasonable notice to the County of Santa Clara, any Party to this MOU may inspect the financial records related to this MOU.

SECTION 7. FURTHER ASSURANCES

Each Party will adopt, execute, and make any and all further assurances, instruments and resolutions as may be reasonably necessary or proper to carry out the intention or to facilitate the Parties' performance of their obligations under this MOU.

SECTION 8. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to all other Parties as follows:

Authority: Each Party has the full legal right, power and authority under the laws of the State of California to enter into this MOU and to carry out all of its obligations herein.

Due Execution: Each Party's representatives who sign this MOU are duly authorized to sign and bind their respective agency.

SECTION 9. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved in this MOU is exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise, and all such remedies may be exercised without exhausting and without regard to any other remedy.

SECTION 10. INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but, instead, the Parties agree that, pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees , and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, employees , or agents, under or in connection with or arising out of any work , authority, or jurisdiction delegated to such Party under this MOU. No Party, nor any officer, board member, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of any other Party hereto, its officers, board members, employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other Party under this MOU. The obligations set forth in this paragraph will survive termination and expiration of this MOU.

SECTION 11. SEVERABILITY

The provisions of this MOU shall be severable, and if any clause, sentence, paragraph, provision or other part shall be adjudged by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MOU will be valid and binding on the Parties.

SECTION 12. AMENDMENTS

This MOU may only be amended by a written instrument signed by the Parties.

SECTION 13. COUNTERPARTS

This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

SECTION 14. USE OF ELECTRONIC SIGNATURES

Unless otherwise prohibited by law, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by

facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the City of Morgan Hill. For the purposes of this agreement, the approved methods of signing shall be via DocuSign or original ink signature signed in counterpart and scanned over to the CITY via electronic mail.

SECTION 15. INTERPRETATION, PRIOR AGREEMENTS AND AMENDMENTS.

This MOU, including all Exhibits attached hereto, represents the entire understanding of the Parties as to those matters contained herein. In the event that the terms specified in any of the Exhibits attached hereto conflict with any of the terms specified in the body of this MOU, the terms specified in the body of this MOU shall control. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This MOU may be modified only by a written amendment duly executed by the Parties to this MOU.

SECTION 16. NO LEGAL RELATIONSHIP

By entering into this MOU, the Parties are neither forming, nor do they intend to form a partnership, agency, or any other legal entity relationship. No Party is authorized to bind or to act as the agent or legal representative of the other Party for any purpose, and neither Party is granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of any other Party.

SECTION 17. GOVERNING LAW, VENUE

This MOU has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this MOU shall be in the County of Santa Clara.

IN WITNESS OF, the Parties have executed the MOU as of the last date set forth below:

DocuSigned by:
Pamela Wu
AA92FF3291C7438...
City of Cupertino - City Manager
Date: 5/2/2023

DocuSigned by:
Christopher D. Jenson
4EA6B27CD2B74F4...
Approval as to form, Cupertino
Date: 5/1/2023

DocuSigned by:
Jimmy Forbis
FAB7DCFFD9254E3...
City of Gilroy - City Manager
Date: 5/2/2023

DocuSigned by:
Andy Faber
1979C9EB5B68470...
Approval as to form, Gilroy
Date: 5/4/2023

DocuSigned by:
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5/1/2023

DocuSigned by:
Gabriel Engeland
1221E448CC844F8...
City of Los Altos - City Manager
Date: 5/1/2023

DocuSigned by:
0B31E7C58B41464...
Approval as to form, Los Altos
Date: 5/1/2023

DocuSigned by:
Peter Pirnejad
7138697393344A2...
Town of Los Altos Hills - Town Manager
Date: 5/1/2023

DocuSigned by:
Steve Mattas
6347662C49394C0...
Approval as to form, Los Altos Hills
Date: 5/19/2023

DocuSigned by:
Ashwini Kantak
0CF82D4A9C804E4...
City of Milpitas - City Manager /ACTING
Date: 5/10/2023

DocuSigned by:
71850D37D7764FB...
Approval as to form, Milpitas
Date: 5/1/2023

DocuSigned by:
Christina Turner
6D0198AF549944D...
City of Morgan Hill - City Manager
Date: 5/5/2023

DocuSigned by:
Donald Larkin
45E6F0273EA2464...
Approval as to form, Morgan Hill
Date: 5/1/2023

DocuSigned by:
Kimbra McCarthy
253F6B1B9DFA4AB...
City of Mountain View - City Manager
Date: 5/5/2023

DocuSigned by:
Diana Fazely
7FF9A7208CBB4D1...
Approval as to form, Mountain View
Date: 5/3/2023

DocuSigned by:
Dawn S Cameron
431D4C48F83C49F...
City of Mountain View - Public Works Director
Date: 5/1/2023

DocuSigned by:
72ACA8DEF64B4BF...
City of Mountain View - Finance/ Administrative Services Director
Date: 5/2/2023

Sarah Zárate
City of San Jose - City Manager
Date: 5/26/2023

Approval as to form, San Jose
Date: 6/1/2023

DocuSigned by:
5EAD88DED5C043A...
City of Santa Clara - City Manager
Date: 5/7/2023

DocuSigned by:
Luis M. Haro
0990184AB84C4B7...
Approval as to form, Santa Clara (City)
Date: 5/22/2023

DocuSigned by:
Kent Steffens
0E01E613C0A346F...
City of Sunnyvale - City Manager
Date: 5/2/2023

DocuSigned by:
Rebecca Moon
1004B648611A497...
Approval as to form, Sunnyvale
Date: 5/1/2023

DocuSigned by:
Matthew Hada
CE4080A27EB84EA...
County of Santa Clara - Director of Procurement
Date: 5/1/2023

DocuSigned by:
Willie Nguyen
A175187CF04615...
Approval as to form, Santa Clara County
Date: 5/1/2023

DocuSigned by:
Rob Hilton
4A0B27640FE1481...
West Valley Solid Waste Management Authority - President
Date: 5/1/2023

DocuSigned by:
Kirsten Powell
00F15E0E71244B4...
Approval as to form, West Valley Solid Waste Management Authority
Date: 5/8/2023

DocuSigned by:
Ed Shikada
F2DCA19CCC8D4F9...
City of Palo Alto - City Manager
Date: 5/5/2023

DocuSigned by:
Cara Silver
81C299FA3B9240E...
Approval as to form, City of Palo Alto
Date: 5/11/2023

EXHIBIT A

COSTS AND SCOPE OF SERVICES

Proposed Jurisdiction Contributions for Base Program and Infrastructure - FY 23-24 Program Costs									
Jurisdictions	Initial Local Asst. Grant (LAG) Allocation	Initial program "pledge" 19% of LAG	Tier 1 Generators	Tier 2 Generators	Total Generators	Base Program Contract Cost ($133 per generator)	Base Program Contribution ($133 per generator)	Potential Infrastructure Enhancements	Enhancement Contribution
Campbell	$ 55,495	$ 10,544	11	49	60	$ 7,980	$ 7,980	$ 2,564	$ 2,564
Cupertino	$ 77,953	$ 14,811	10	80	90	$ 11,970	$ 11,970	$ 2,841	$ 2,841
Gilroy	$ 75,255	$ 14,298	11	48	59	$ 7,847	$ 7,847	$ 6,451	$ 6,451
Los Altos	$ 41,038	$ 7,797	7	34	41	$ 5,453	$ 5,453	$ 2,344	$ 2,344
Los Altos Hills	$ 20,000	$ 3,800	0	2	2	$ 266	$ 266	$ 3,534	$ 3,534
Los Gatos	$ 41,465	$ 7,878	10	45	55	$ 7,315	$ 7,315	$ 563	$ 563
Milpitas	$ 100,259	$ 19,049	21	92	113	$ 15,029	$ 15,029	$ 4,020	$ 4,020
Monte Sereno	$ 20,000	$ 3,800	0	1	1	$ 133	$ 133	$ 3,667	$ 3,667
Morgan Hill	$ 63,156	$ 12,000	15	43	58	$ 7,714	$ 7,714	$ 4,286	$ 4,286
Mountain View	$ 109,638	$ 20,831	17	114	131	$ 17,423	$ 17,423	$ 3,408	$ 3,408
Palo Alto	$ 89,759	$ 17,054	7	106	113	$ 15,029	$ 15,029	$ 2,025	$ 2,025
San Jose	$ 1,351,654	$ 256,814	212	787	999	$ 132,702	$ 132,702	$ 124,112	$ 124,112
Santa Clara	$ 172,504	$ 32,776	40	162	202	$ 26,866	$ 26,866	$ 5,910	$ 5,910
Saratoga	$ 41,085	$ 7,806	2	26	28	$ 3,724	$ 3,724	$ 4,082	$ 4,082
Sunnyvale	$ 202,777	$ 39,368	26	144	170	$ 22,610	$ 22,610	$ 16,758	$ 16,758
Unincorporated SCC	$ 113,337	$ 23,000	13	35	48	$ 6,384	$ 6,384	$ 16,616	$ 16,616
Totals	$ 2,575,374	$ 491,627	402	1768	2170	$ 288,445	$ 288,445	$ 203,182	$ 203,182
West Valley Cities: FY 23-24 contributions funded by West Valley Solid Waste Management Authority							$ 19,152		$ 10,876

Note: Initial program pledge was based on program cost estimate before program establishment and experience with program scope of work.
Enhancement Contributions may be reduced, but not the Base Program Contribution.
Contributions to Infrastructure Enhancements by each agency are subject to change pending final approvals by each Agency.

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EXHIBIT A:
SCOPE OF SERVICES

Base Program – Countywide Food Recovery Program Management

From July 1, 2023 to June 30, 2024, Joint Venture Silicon Valley will run the Santa Clara County Food Recovery Program, serving as the food recovery program (Program) on behalf of all jurisdictions (Jurisdictions) of the Parties, and coordinating with any Party performing their own enforcement.

The Base Program

1. Will develop and coordinate a standardized and uniform method to comply with California Code of Regulations, Title 14, Division 7, Chapter 12, "Short-Lived Climate Pollutants." The Program will operate within the Party's boundaries and replace the need for the Party to create such a program on its own.
2. Each year by March, the Program will conduct a review of new Tier 1 and Tier 2 Entities, to ensure that as businesses open in Santa Clara County, the appropriate regulated entities are added to the Tier 1 and Tier 2 lists. Closing businesses will be identified during the reporting process, and be eliminated from the lists.
3. Provide Parties with requirements for inclusion in the 'large event' list requested from each Party, as well as provide electronic materials for distribution for large event planners.
4. Shall provide Parties with the information and data necessary for the Parties to make their required reports to CalRecycle.
5. Shall retain records of inspections for each Party for a minimum of five (5) years.
6. Shall notify the Party promptly about any related issues that require the Party's assistance or to request the Party lead in resolving the issue(s) that arise related to non-compliance.
7. Shall fulfill the annual education requirement for the Parties and provide the data needed for the Parties to complete required CalRecycle reports.
8. Shall conduct generator and Food Recovery Organization/Services requests for reports, compile the results, and communicate those results to the jurisdictions for inclusion in the Implementation Record Data Summary, and to Santa Clara County for use in future Capacity Planning efforts.
9. Shall conduct inspections and monitoring in compliance with CalRecycle expectations for Tier One businesses, Tier Two entities and Organizations, and Food Recovery Organizations and Services.
10. The Program shall supply appropriate content for the web site, SCCFoodRecovery.org, as well as a list of Food Recovery Organizations and Services. The list will be annually updated and made accessible to Tier 1 and 2 Entities.

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11. The Program leadership shall represent the interests of the Program with other entities, Counties, and CalRecycle.
12. The Program leadership shall create reports about Program activities at the end of each fiscal year. These reports shall include monitoring statistics, details on overall compliance, compliance in certain sectors, total number of pounds of food recovered, and a summary of all enforcement actions taken.
13. Statistics about food recovery in Santa Clara County will be shared on the Office of Sustainability website as part of the Sustainability Master Plan Data Dashboard and the Annual Sustainability Report.

All Parties to this MOU will receive the Base Program services.

Infrastructure Enhancements Program

As shown in Exhibit A of this MOU, jurisdictions have chosen to contribute to the edible food recovery Infrastructure Enhancements Program which will direct additional food recovery resources to participating jurisdictions between July 1, 2023 and June 30, 2024. The Infrastructure Enhancements Program will include two subprograms, described as follows:

1) Small Capacity Grants. Grants will be issued to increase the food recovery capacity of food recovery organizations that serve contributing jurisdictions. Applications will be solicited, awards will be issued, and funds will be distributed. Joint Venture Silicon Valley will provide information for Annual Reporting that shows how contributions to this subprogram were spent on behalf of each participating Agency.

2) Food Waste Prevention Classes. A webinar/in-person series will be advertised for different sectors regulated under SB 1383 (e.g., restaurants, hospitals, schools, large events). The series will promote food waste prevention measures specific to each regulated sector, provide food recovery tips and best practices, and teach businesses and organizations how to comply with SB 1383 and local ordinances. The series will start with Tier 2, and then move into Tier 1 groups that answered 'zero pounds' in their reports, if funding allows. Joint Venture Silicon Valley will provide information for Annual Reporting that shows how contributions to this subprogram were spent on behalf of each participating Party.

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Certificate Of Completion

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Subject: Complete with DocuSign: FRP_SharedCostAgrmt_MOU_removed West Valley Cities final_4sigsMV_5.1.23.pdf

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Signer Events	Signature	Timestamp
Andy Faber andy.faber@berliner.com City Attorney Security Level: Email, Account Authentication (None)	DocuSigned by: Andy Faber 1979C9EB5B88470... Signature Adoption: Pre-selected Style Using IP Address: 68.121.158.241	Sent: 5/1/2023 11:08:40 AM Viewed: 5/4/2023 2:33:49 PM Signed: 5/4/2023 2:34:21 PM
Electronic Record and Signature Disclosure: Accepted: 5/4/2023 2:33:49 PM ID: 019fde0b-2610-414b-b6c6-f1cdbd3fbdb8		
Ashwini Kantak akantak@milpitas.gov Security Level: Email, Account Authentication (None)	DocuSigned by: Ashwini Kantak 0CF42D4A9C804E4... Signature Adoption: Pre-selected Style Using IP Address: 50.59.22.2	Sent: 5/1/2023 11:08:42 AM Viewed: 5/10/2023 10:15:19 AM Signed: 5/10/2023 10:15:43 AM
Electronic Record and Signature Disclosure: Accepted: 5/10/2023 10:15:19 AM ID: 3d99ce9d-2d92-432f-bb5e-f3fae0bf276d		
Caio Arellano caio.arellano@cityofpaloalto.org Security Level: Email, Account Authentication (None)	DocuSigned by: Caio Arellano 81C299FA399340E... Signature Adoption: Uploaded Signature Image Using IP Address: 98.47.120.62	Sent: 5/1/2023 11:08:53 AM Resent: 5/1/2023 11:55:46 AM Viewed: 5/11/2023 6:02:19 AM Signed: 5/11/2023 6:02:43 AM
Electronic Record and Signature Disclosure: Accepted: 5/11/2023 6:02:19 AM ID: b8fef4c7-5026-4fad-93f9-5c1501443e4c		
Christina Turner christina.turner@morganhill.ca.gov City Manager City of Morgan Hill Security Level: Email, Account Authentication (None)	DocuSigned by: Christina Turner 6D019BAF549844D... Signature Adoption: Pre-selected Style Using IP Address: 107.115.112.18	Sent: 5/1/2023 11:08:44 AM Viewed: 5/5/2023 5:52:03 AM Signed: 5/5/2023 5:53:50 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 5/5/2023 5:52:03 AM ID: de0d7e7d-5dcf-41b1-a264-c221890ae38b		
Christopher D. Jenson christopherj@cupertino.org Security Level: Email, Account Authentication (None)	DocuSigned by: Christopher D. Jenson 4EA6B27CD2B74E4... Signature Adoption: Pre-selected Style Using IP Address: 136.24.22.194	Sent: 5/1/2023 11:08:39 AM Viewed: 5/1/2023 11:16:38 AM Signed: 5/1/2023 11:17:56 AM
Electronic Record and Signature Disclosure: Accepted: 5/1/2023 11:16:38 AM ID: 1b0621ee-947f-4d4e-9466-6edb7d3f2f06		
Dawn S Cameron dawn.cameron@mountainview.gov Security Level: Email, Account Authentication (None)	DocuSigned by: Dawn S Cameron 431D4C4BF33C49F... Signature Adoption: Pre-selected Style Using IP Address: 38.99.34.33	Sent: 5/1/2023 11:08:43 AM Viewed: 5/1/2023 4:53:11 PM Signed: 5/1/2023 4:55:46 PM
Electronic Record and Signature Disclosure: Accepted: 5/1/2023 4:53:11 PM ID: 3be33e4c-c54b-407a-a33e-0c220c19193c		
Derek Rampone derek.rampone@mountainview.gov Security Level: Email, Account Authentication (None)	DocuSigned by: 72ACA8DEF84B4BF... Signature Adoption: Drawn on Device Using IP Address: 38.99.34.33	Sent: 5/1/2023 11:08:43 AM Viewed: 5/1/2023 11:21:57 AM Signed: 5/2/2023 3:28:25 PM
Electronic Record and Signature Disclosure: Accepted: 5/1/2023 11:21:57 AM ID: a0de42d3-bc19-4af4-91ff-d09e62fa3f69		
Diana Fazely diana.fazely@mountainview.gov Security Level: Email, Account Authentication (None)	DocuSigned by: Diana Fazely 7FF9A7208CBB4D1... Signature Adoption: Pre-selected Style Using IP Address: 73.189.195.168	Sent: 5/3/2023 1:48:51 PM Viewed: 5/3/2023 2:22:56 PM Signed: 5/3/2023 2:23:07 PM
Electronic Record and Signature Disclosure: Accepted: 5/3/2023 2:22:56 PM ID: 274e1052-6eb2-41dc-abdb-7e1a7fc9dc69		
Donald Larkin donald.larkin@morganhill.ca.gov City Attorney/Risk Manager Security Level: Email, Account Authentication (None)	DocuSigned by: Donald Larkin 45E6F0273EA2464... Signature Adoption: Pre-selected Style Using IP Address: 71.93.229.68	Sent: 5/1/2023 11:08:50 AM Viewed: 5/1/2023 11:15:41 AM Signed: 5/1/2023 11:16:52 AM
Electronic Record and Signature Disclosure: Accepted: 5/1/2023 11:15:41 AM ID: 9330dec4-8ed0-4b73-b974-f34f502102bc		

Signer Events	Signature	Timestamp
Ed Shikada ed.shikada@cityofpaloalto.org Security Level: Email, Account Authentication (None)	DocuSigned by: Ed Shikada F2DCA19CCC0D4F9...	Sent: 5/1/2023 11:08:53 AM Viewed: 5/3/2023 11:01:32 AM Signed: 5/5/2023 9:56:54 AM
	Signature Adoption: Pre-selected Style Using IP Address: 199.33.32.254	
Electronic Record and Signature Disclosure: Accepted: 5/3/2023 11:01:32 AM ID: 9d7491c6-779e-4f4b-b273-c1976a41b3f0		
Gabriel Engeland gengeland@losaltosca.gov Security Level: Email, Account Authentication (None)	DocuSigned by: Gabriel Engeland 1221E448CC844F8...	Sent: 5/1/2023 11:08:42 AM Viewed: 5/1/2023 8:37:12 PM Signed: 5/1/2023 8:37:25 PM
	Signature Adoption: Pre-selected Style Using IP Address: 98.248.50.11	
Electronic Record and Signature Disclosure: Accepted: 5/1/2023 8:37:12 PM ID: 230984e0-2f4e-4f90-b622-22a859fa831d		
Jimmy Forbis jimmy.forbis@ci.gilroy.ca.us City Administrator Security Level: Email, Account Authentication (None)	DocuSigned by: Jimmy Forbis FA87DCFFD9254E3...	Sent: 5/1/2023 11:08:41 AM Viewed: 5/2/2023 10:43:36 PM Signed: 5/2/2023 10:43:53 PM
	Signature Adoption: Pre-selected Style Using IP Address: 71.93.228.96	
Electronic Record and Signature Disclosure: Accepted: 5/2/2023 10:43:36 PM ID: 079f1c50-59b3-4ecc-83b7-32815a1f536d		
Jolie Houston jolie.houston@berliner.com Security Level: Email, Account Authentication (None)	DocuSigned by: 0B31E7C58941494...	Sent: 5/1/2023 11:08:45 AM Viewed: 5/1/2023 11:54:20 AM Signed: 5/1/2023 11:54:44 AM
	Signature Adoption: Pre-selected Style Using IP Address: 68.121.158.241	
Electronic Record and Signature Disclosure: Accepted: 5/1/2023 11:54:20 AM ID: 042df2e9-3f1d-457d-ae19-cc9eed44d0e1		
Jovan D. Grogan jgrogan@santaclaraca.gov Security Level: Email, Account Authentication (None)	DocuSigned by: 5EAD88DED5C343A...	Sent: 5/1/2023 11:08:49 AM Viewed: 5/5/2023 7:45:07 AM Signed: 5/7/2023 11:56:55 AM
	Signature Adoption: Drawn on Device Using IP Address: 172.58.88.157 Signed using mobile	
Electronic Record and Signature Disclosure: Accepted: 5/5/2023 7:45:07 AM ID: 5e9934b0-786a-4665-8462-3e1f503a84ca		
Kent Steffens ksteffens@sunnyvale.ca.gov Security Level: Email, Account Authentication (None)	DocuSigned by: kent Steffens 0C91E613C0A345F...	Sent: 5/1/2023 11:08:48 AM Viewed: 5/2/2023 8:36:02 PM Signed: 5/2/2023 9:33:31 PM
	Signature Adoption: Pre-selected Style Using IP Address: 198.94.221.66	
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 5/2/2023 8:36:02 PM ID: 40f98182-e26c-41ee-b04a-2bf2d2e405ed		
Kimbra McCarthy kimbra.mccarthy@mountainview.gov Security Level: Email, Account Authentication (None)	DocuSigned by: Kimbra McCarthy 253F6B189DFA4AB...	Sent: 5/1/2023 11:09:04 AM Viewed: 5/5/2023 7:14:02 AM Signed: 5/5/2023 7:16:33 AM
	Signature Adoption: Pre-selected Style Using IP Address: 104.9.124.184 Signed using mobile	
Electronic Record and Signature Disclosure: Accepted: 5/5/2023 7:14:02 AM ID: 9e3ea2b7-42c9-42a5-b420-67899d0a5625		
Kirsten Powell kpowell@loganpowell.com Security Level: Email, Account Authentication (None)	DocuSigned by: Kirsten Powell 00F15E0E71244B4...	Sent: 5/1/2023 11:08:59 AM Viewed: 5/8/2023 8:30:54 AM Signed: 5/8/2023 8:31:40 AM
	Signature Adoption: Pre-selected Style Using IP Address: 73.63.184.160 Signed using mobile	
Electronic Record and Signature Disclosure: Accepted: 5/8/2023 8:30:54 AM ID: 39ea5193-a104-46d7-be4b-b83b88d7cd9b		
Luis M. Haro ggoogins@santaclaraca.gov Security Level: Email, Account Authentication (None)	DocuSigned by: Luis M. Haro 0990184AB54C4B7...	Sent: 5/1/2023 11:08:52 AM Viewed: 5/1/2023 1:21:38 PM Signed: 5/22/2023 12:39:39 PM
	Signature Adoption: Pre-selected Style Using IP Address: 38.99.114.1	
Electronic Record and Signature Disclosure: Accepted: 5/1/2023 1:21:38 PM ID: 5cfd82b9-2c82-46c5-a742-65b978ec1475		
Matthew Hada matthew.hada@prc.sccgov.org Security Level: Email, Account Authentication (None)	DocuSigned by: Matthew Hada CEAD90A27EB84EA...	Sent: 5/1/2023 11:09:03 AM Viewed: 5/1/2023 11:35:37 AM Signed: 5/1/2023 11:35:53 AM
	Signature Adoption: Pre-selected Style Using IP Address: 146.74.1.98	
Electronic Record and Signature Disclosure: Accepted: 5/1/2023 11:35:37 AM ID: 404a699c-fd90-4e90-b4ad-ffa503a42a9d		
Michael Mutalipassi mmutalipassi@milpitas.gov Security Level: Email, Account Authentication (None)	DocuSigned by: 71850D37D7764FB...	Sent: 5/1/2023 11:08:51 AM Viewed: 5/1/2023 3:19:26 PM Signed: 5/1/2023 3:21:21 PM
	Signature Adoption: Uploaded Signature Image Using IP Address: 50.59.22.2	
Electronic Record and Signature Disclosure: Accepted: 5/1/2023 3:19:26 PM ID: cc4c3433-1741-4297-a0fe-337910c7d908		

Signer Events	Signature	Timestamp
Pamela Wu pamelaw@cupertino.org Security Level: Email, Account Authentication (None)	DocuSigned by: Pamela Wu AA92FF3201C7438... Signature Adoption: Pre-selected Style Using IP Address: 64.165.34.3	Sent: 5/1/2023 11:08:40 AM Viewed: 5/2/2023 8:37:35 AM Signed: 5/2/2023 8:37:53 AM
Electronic Record and Signature Disclosure: Accepted: 5/2/2023 8:37:35 AM ID: 1c99465f-8f73-49c8-9b49-c01366e90343		
Peter Pirnejad ppirnejad@losaltoshills.ca.gov Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Pirnejad 7138E97393344A2... Signature Adoption: Pre-selected Style Using IP Address: 50.239.26.174	Sent: 5/1/2023 11:08:54 AM Resent: 5/1/2023 11:48:47 AM Viewed: 5/1/2023 1:20:03 PM Signed: 5/1/2023 1:21:01 PM
Electronic Record and Signature Disclosure: Accepted: 5/1/2023 1:20:03 PM ID: 8a6c1047-d9f6-4897-b1c2-4d6b8f05017b		
Rebecca Moon rmoon@sunnyvale.ca.gov Security Level: Email, Account Authentication (None)	DocuSigned by: Rebecca Moon 4004B8488114497... Signature Adoption: Pre-selected Style Using IP Address: 98.37.126.212	Sent: 5/1/2023 11:09:00 AM Viewed: 5/1/2023 11:12:14 AM Signed: 5/1/2023 11:17:31 AM
Electronic Record and Signature Disclosure: Accepted: 5/1/2023 11:12:13 AM ID: 397f2456-e21a-4906-98b9-783350938b41		
Rob Hilton rchilton@hfh-consultants.com President Security Level: Email, Account Authentication (None)	DocuSigned by: Rob Hilton 4A0B27640FF1401... Signature Adoption: Pre-selected Style Using IP Address: 24.6.115.57	Sent: 5/1/2023 11:08:58 AM Viewed: 5/1/2023 11:09:58 AM Signed: 5/1/2023 11:10:41 AM
Electronic Record and Signature Disclosure: Accepted: 5/1/2023 11:09:58 AM ID: 8f58b590-31f7-4c05-b2de-a151a100f0ad		
Steve Mattas stevem@meyersnave.com Security Level: Email, Account Authentication (None)	DocuSigned by: Steve Mattas 6347662C48394C0... Signature Adoption: Pre-selected Style Using IP Address: 174.197.76.94	Sent: 5/1/2023 11:08:51 AM Viewed: 5/5/2023 9:27:32 AM Signed: 5/19/2023 9:51:08 AM
Electronic Record and Signature Disclosure: Accepted: 5/5/2023 9:27:32 AM ID: 1206ba84-549d-4f5a-ac2d-a9c8ab5f27bd		
Willie Nguyen willie.nguyen@cco.sccgov.org Security Level: Email, Account Authentication (None)	DocuSigned by: Willie Nguyen A1756187CF04415... Signature Adoption: Pre-selected Style Using IP Address: 146.74.60.99	Sent: 5/1/2023 11:08:57 AM Viewed: 5/1/2023 11:10:42 AM Signed: 5/1/2023 11:15:46 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 5/1/2023 11:10:41 AM ID: a500d164-6f76-4e97-a568-7cded4a68632		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Brad Eggleston brad.eggleston@cityofpaloalto.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/1/2023 12:41:43 PM
Casey Leedom cleedom@losaltosca.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/1/2023 11:08:46 AM
Chuck Muir chuck.muir@cityofpaloalto.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/1/2023 11:08:47 AM Resent: 5/1/2023 12:41:42 PM
Clif Chew clifton.chew@cep.sccgov.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/1/2023 11:09:02 AM Viewed: 5/1/2023 11:09:52 AM
Cynthia Iwanaga cynthia.iwanaga@morganhill.ca.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/1/2023 9:24:00 AM ID: 66b4f104-4cd0-4412-aff0-d3ab5542acf7	COPIED	Sent: 5/2/2023 7:49:20 AM Viewed: 5/2/2023 8:25:53 AM
Dave Staub dstaub@santaclaraca.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/1/2023 11:09:01 AM Viewed: 5/22/2023 1:00:43 PM
Hailey Gordon hgordon@hfh-consultants.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/1/2023 11:08:59 AM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Hemali Mikhael hemali.mikhael@mountainview.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/1/2023 11:08:46 AM
Ivan Carmona-Torres ivan.carmonatorres@morganhill.ca.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/1/2023 11:08:58 AM Viewed: 5/1/2023 11:12:26 AM
Jennifer Cutler jennifer.cutler@mountainview.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/1/2023 11:08:52 AM Viewed: 5/1/2023 11:28:24 AM
Kim Mancera kim.mancera@morganhill.ca.gov Municipal Services Assistant City of Morgan Hill Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/1/2023 11:08:56 AM
Laura Lo laura.lo@mountainview.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/1/2023 11:08:47 AM
Michele Young michele.young@cep.sccgov.org Security Level: Email, Account Authentication (None), Login with SSO **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/1/2023 11:08:57 AM Viewed: 5/1/2023 3:57:39 PM
Myvan Khuu-Seeman mkhuuseeman@milpitas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/1/2023 11:08:54 AM Viewed: 5/22/2023 12:41:10 PM
Paula Borges paula.borges@cityofpaloalto.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/1/2023 11:08:55 AM

Carbon Copy Events	Status	Timestamp
Sarina Revillar srevillar@losaltoshills.ca.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/1/2023 11:08:48 AM
Shikha Gupta sgupta@sunnyvale.ca.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/1/2023 11:09:02 AM Viewed: 5/1/2023 11:10:34 AM
Tania Katbi tkatbi@losaltosca.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/1/2023 11:08:44 AM Viewed: 5/22/2023 12:41:18 PM
Tanya Carothers tanya.carothers@moerganhill.ca.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/1/2023 11:08:45 AM
Ursula Syrova ursulas@cupertino.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/1/2023 11:08:41 AM Viewed: 5/22/2023 12:41:39 PM
WVSWMA wvswma@hfh-consultants.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/1/2023 11:08:55 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/1/2023 11:09:05 AM
Envelope Updated	Security Checked	5/1/2023 11:48:46 AM
Envelope Updated	Security Checked	5/1/2023 11:55:45 AM
Envelope Updated	Security Checked	5/1/2023 11:55:45 AM
Envelope Updated	Security Checked	5/1/2023 12:41:42 PM
Envelope Updated	Security Checked	5/1/2023 12:41:42 PM
Envelope Updated	Security Checked	5/2/2023 7:49:20 AM
Envelope Updated	Security Checked	5/3/2023 1:48:51 PM
Envelope Updated	Security Checked	5/3/2023 1:48:51 PM
Certified Delivered	Security Checked	5/1/2023 11:10:42 AM
Signing Complete	Security Checked	5/1/2023 11:15:46 AM
Completed	Security Checked	5/22/2023 12:39:39 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
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To advise City of Morgan Hill of your new email address

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ii. send us an email to michelle.bigelow@morganhill.ca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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