



CITY COUNCIL REGULAR MEETING AGENDA

CITY COUNCIL CHAMBERS, CITY HALL
7351 ROSANNA STREET, GILROY, CA
95020

MAYOR

Marie Blankley

COUNCIL MEMBERS

Rebeca Armendariz

Dion Bracco

Tom Cline

Zach Hilton

Carol Marques

Fred Tovar

MONDAY, JUNE 3, 2024 | 6:00 PM

CITY COUNCIL PACKET MATERIALS ARE AVAILABLE ONLINE AT www.cityofgilroy.org
AGENDA CLOSING TIME IS 5:00 P.M. THE TUESDAY PRIOR TO THE MEETING

PUBLIC COMMENTS ON AGENDA ITEMS ARE TAKEN BEFORE THE CITY COUNCIL TAKES ACTION. [Please keep your comments to 3 minutes](#). Time restrictions may vary based on the Mayor's discretion.

Send written comments on any agenda item to publiccomments@cityofgilroy.org or City Hall, 7351 Rosanna Street, Gilroy, CA 95020. Comments received by 1 p.m. on the meeting day will be distributed to the City Council before the meeting. Comments are also available at bit.ly/3NuS1IN.



In compliance with the Americans with Disabilities Act, the City will make reasonable arrangements to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the City Clerk's Office at least 72 hours prior to the meeting at (408) 846-0204 or cityclerk@cityofgilroy.org to help ensure that reasonable arrangements can be made.



If you dispute any planning or land use decision from this meeting in court, you may only raise issues you or someone else presented at this meeting's public hearing or in written letters to the City Council before the hearing. Be aware that the time to seek a judicial review of any final decision made at this meeting is defined by Section 1094.6 of the California Code of Civil Procedure.

During this meeting, a Closed Session may be called under Government Code Section 54956.9 (d)(2). This will happen if, in the City's legislative body's opinion (based on current facts, circumstances, and legal advice), there's a significant risk of a lawsuit against the City.

Additional materials submitted after agenda distribution are available on www.cityofgilroy.org as soon as possible.

KNOW YOUR RIGHTS UNDER THE GILROY OPEN GOVERNMENT ORDINANCE

Government's duty is to serve the public, reaching its decisions in full view of the public. Commissions, task forces, councils and other agencies of the City exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review.

FOR MORE INFORMATION ON YOUR RIGHTS UNDER THE OPEN GOVERNMENT ORDINANCE, TO RECEIVE A FREE COPY OF THE ORDINANCE OR TO REPORT A VIOLATION OF THE ORDINANCE, CONTACT THE OPEN GOVERNMENT COMMISSION STAFF AT (408) 846-0204.

If you need translation assistance, contact the City Clerk 72 hours before the meeting at 408-846-0204 or cityclerk@cityofgilroy.org.

Si necesita un intérprete durante la junta y gustaría dar un comentario público, comuníquese con el Secretario de la Ciudad un mínimo de 72 horas antes de la junta al 408-846-0204 o envíe un correo electrónico a la Oficina del Secretario de la Ciudad a cityclerk@cityofgilroy.org.



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The agenda for this meeting is outlined as follows:

- 1. OPENING**
 - 1.1. Call to Order**
 - 1.2. Pledge of Allegiance**
 - 1.3. Invocation**
 - 1.4. City Clerk's Report on Posting the Agenda**
 - 1.5. Roll Call**
 - 1.6. Orders of the Day**
 - 1.7. Employee Introductions**
- 2. CEREMONIAL ITEMS - Proclamations and Awards**
- 3. COUNCIL CORRESPONDENCE (Informational Only)**
- 4. PRESENTATIONS TO THE COUNCIL**
 - 4.1. PUBLIC COMMENT BY MEMBERS OF THE PUBLIC ON ITEMS NOT ON THE AGENDA BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE CITY COUNCIL**

This part of the meeting allows public address on non-agenda topics within the Council's jurisdiction. To speak, complete a Speaker's Card from the entrances and give it to the City Clerk. Speaking time ranges from 1-3 minutes based on the Mayor's discretion. Extended discussions or actions on non-agenda items are restricted by law. For Council action, the topic may be listed on a future agenda.

Email written comments on non-agenda topics to publiccomments@cityofgilroy.org or mail them to City Hall, 7351 Rosanna Street, Gilroy, CA 95020, by 1:00 p.m. on the meeting day. These comments, available at City Hall, will be shared with the Council and included in the meeting record. Late submissions will be shared as soon as possible. A 10-page limit applies to hard-copy materials, but electronic submissions are unlimited.

5. REPORTS OF COUNCIL MEMBERS

Council Member Bracco – Downtown Committee, Santa Clara County Library Joint Powers Authority, Santa Clara Valley Water Joint Water Resources Committee, SCRWA

Council Member Armendariz – Downtown Committee, Santa Clara County Library Joint Powers Authority (*alternate*), Santa Clara Valley Habitat Agency Governing Board, Santa Clara Valley Habitat Agency Implementation Board, Silicon Valley Clean Energy Authority JPA Board (*alternate*)

Council Member Marques – ABAG, Downtown Committee, Gilroy Gardens Board of Directors, Santa Clara Valley Habitat Agency Governing Board, Santa Clara Valley Habitat Agency Implementation Board, SCRWA (*alternate*)

Council Member Hilton – CalTrain Policy Group (*alternate*), Silicon Valley Clean Energy Authority JPA Board, VTA Policy Advisory Committee

Council Member Cline – Gilroy Economic Development Partnership (*alternate*), Gilroy Gardens Board of Directors (*alternate*), Gilroy Sister Cities Association, Gilroy Youth Task Force, Silicon Valley Regional Interoperability Authority Board, VTA Policy Advisory Committee (*alternate*), Visit Gilroy California Welcome Center Board, VTA Mobility Partnership Committee

Council Member Tovar – Downtown Committee, Gilroy Youth Task Force (*alternate*), Santa Clara County Expressway Plan 2040 Advisory Board, Santa Clara Valley Water Commission, SCRWA, South County Youth Task Force Policy Team

Mayor Blankley – ABAG (*alternate*), CalTrain Policy Group, Downtown Committee, Gilroy Economic Development Partnership, Gilroy Sister Cities Association (*alternate*), Gilroy Youth Task Force, Santa Clara Valley Water Joint Water Resources Committee, SCRWA, South County Youth Task Force Policy Team, VTA Board of Directors, VTA Mobility Partnership Committee

6. CONSENT CALENDAR

Items under the Consent Calendar are deemed routine and approved with one motion. If a Council member or a member of the public wishes for a separate discussion on an item, it must be requested for removal before the Council's approval vote. If removed, the item will be discussed in its original order.

- 6.1. **Approval of the Action Minutes of the May 20, 2024 City Council Regular Meeting**
- 6.2. **Adopt a Resolution of the City Council of the City of Gilroy Setting the Appropriation Limit for Fiscal Year 2024-25**
- 6.3. **Approve First Amendment to the Agreement with HdL Companies for the City's Business License Tax Administration Services**
- 6.4. **Adopt a Resolution Approving the Fiscal Year 2024-25 Road Rehabilitation Projects for Funding by Senate Bill 1, the Road Repair and Accountability Act of 2017 Funds**
- 6.5. **Claim of Isabel Christensen (The City Administrator recommends a "yes" vote under the Consent Calendar shall constitute denial of the claim)**
- 6.6. **Adopt an Ordinance Amending the Gilroy City Code, Chapter 30 (Zoning), Article XI (Residential Use Tables) in Conformance with the City of Gilroy 2023-2031 Housing Element**

7. BIDS AND PROPOSALS

- 7.1. **Approval of an Agreement for Services in the Amount of up to \$517,668 with Innovative Claims Solutions, Inc. for Workers Compensation Program Claims Administration**

1. Staff Report: LeeAnn McPhillips, Administrative Services and Human Resources Director / Risk Manager
2. Public Comment
3. Possible Action:

Approve an Agreement for Services with Innovative Claims Solutions, Inc. in the amount of \$197,935 for workers compensation program claims administration for the period July 1, 2024 through June 30, 2026 with an option to extend up to an additional three years in the amounts of \$103,443 (FY 27), \$106,547 (FY 28), and \$109,743 (FY 29), for a total potential contract amount of \$517,668.

Authorize the City Administrator to execute the Agreement.

8. PUBLIC HEARINGS

9. UNFINISHED BUSINESS

- 9.1. **Adopt a Resolution of the City Council of the City of Gilroy Setting the Tax Rate for Fiscal Year 2024-25 (FY25) for the Gilroy Community Library Project Bonds**

1. Staff Report: Harjot Sangha, Finance Director
2. Public Comment
3. Possible Action:

Adopt a resolution of the City Council of the City of Gilroy setting the tax rate for Fiscal Year 2024-25 with respect to the general obligation bonds for the Gilroy Community Library Project.

10. INTRODUCTION OF NEW BUSINESS

10.1. Approval of a Memorandum of Understanding among Local Public Agencies in Santa Clara County for the Countywide Food Recovery Program

1. Staff Report: Heba El-Guindy, Public Works Director
2. Public Comment
3. Possible Action:

Approve the attached Memorandum of Understanding (MOU) and Authorize the City Administrator to execute this MOU that will allow the City to participate in the Santa Clara County Food Recovery Program (Food Recovery Program) for California Senate Bill 1383 compliance.

11. FUTURE COUNCIL INITIATED AGENDA ITEMS

12. CITY ADMINISTRATOR'S REPORTS

13. CITY ATTORNEY'S REPORTS

14. CLOSED SESSION

14.1. Conference with Legal Counsel – Existing Litigation; Paragraph (1) of Subdivision (d) of 54956.9 and Gilroy City Code Section 17A.11(3)(a); Case Names:

- 1. WENDY TOWNER; FRANCISCO AGUILERA; NICK MCFARLAND; JUSTIN BATES; BRYNN OTA-MATTHEWS; GABRIELLA GAUS; HARRY DE LA VEGA; BARBARA V. AGUIRRE; ALBERTO ROMERO; BARBARA J. AGUIRRE; LESLEY SANCHEZ, a minor, by and through her Guardian ad Litem Diana Galindo; and LESLIE ANDRES, a minor, by and through her Guardian ad Litem Laura Rodriguez, Plaintiffs, vs. GILROY GARLIC FESTIVAL ASSOCIATION, INC., a California Nonprofit Corporation; FIRST ALARM SECURITY & PATROL, INC., a California Corporation; CITY OF GILROY; and DOES 1 to 100, inclusive, Defendants; Santa Clara County Superior Court; Case No. 19CV358256; Filed November 12, 2019, Fifth Amended Complaint: July 23, 2021**
- 2. VERONICA HENDERSON, Plaintiffs, vs. GILROY GARLIC FESTIVAL ASSOCIATION, INC., a California Nonprofit Corporation; FIRST ALARM SECURITY & PATROL, INC., a California Corporation; CITY OF GILROY; CENTURY ARMS, INC.; and DOES 1 to 125, inclusive, Defendants; Santa Clara County Superior Court; Case No. 19CV358256; Filed: October 30, 2020, Second Amended Complaint: July 18, 2022**
- 3. JUAN SALAZAR; LORENA SALAZAR; LYANN SALAZAR, a minor, by and through her Guardian ad Litem Juan Salazar; EDUARDO PONCE; and DASHA PIMENTAL, a minor, by and through her Guardian ad Litem Eduardo Ponce, Plaintiffs, vs. GILROY GARLIC FESTIVAL ASSOCIATION, INC., a California Nonprofit Corporation; FIRST ALARM SECURITY & PATROL, INC., a California Corporation; CITY OF GILROY; CENTURY ARMS, INC.; and DOES 1 to 125, inclusive, Defendants; Santa Clara County Superior Court; Case No. 19CV358256; Filed: September 10, 2020, Third Amended Complaint: July 27, 2021**

14.2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION Pursuant to Government Code Section 54957 and Gilroy City Code Section 17A.11 (2);

Employee Name/Title: Jimmy Forbis, City Administrator

15. ADJOURN TO OPEN SESSION

Report of any action taken in Closed Session and vote or abstention of each Council Member if required by Government Code Section 54957.1 and GCC Section 17A.13 (a); Public Report of the vote to continue in closed session if required under GCC Section 17A.11 (e).

16. ADJOURNMENT

FUTURE MEETING DATES

June 2024

17 Regular Meeting - 6:00 p.m

July 2024

29 Regular Meeting - 6:00 p.m

August 2024

5 Regular Meeting - 6:00 p.m

19 Regular Meeting - 6:00 p.m

September 2024

9 Regular Meeting - 6:00 p.m

23 Regular Meeting - 6:00 p.m

Meetings are live streamed on the City of Gilroy's website at gilroy.city/meetings and on YouTube at <https://bit.ly/45jor03>.

Access the 2024 City Council Meeting Calendar at <https://bit.ly/3LLzY1n>.

City Council Regular Meeting Action Minutes
MONDAY, MAY 20, 2024 | 6:00 PM

1. OPENING

- 1.1. Call to Order
- 1.2. Pledge of Allegiance
Council Member Tovar led the Pledge of Allegiance.
- 1.3. Invocation None.
- 1.4. City Clerk's Report on Posting the Agenda
Interim City Clerk, Beth Minor advised the agenda was posted on Thursday, May 16th at 3:25 PM.
- 1.5. Roll Call

Attendance	Attendee Name
	Dion Bracco, Council Member
	Rebeca Armendariz, Council Member
	Carol Marques, Council Member
	Zach Hilton, Council Member
	Tom Cline, Council Member
	Fred Tovar, Council Member
	Marie Blankley, Mayor
Absent	None

- 1.6. Orders of the Day None
- 1.7. Employee Introductions
Sharon Goei, Community Development Director introduced Rebecca Wysong, Planner II, and Vanessa Sanchez, Planner I; and newly promoted Hazardous Materials Inspector II Isaiah Lona.

2. CEREMONIAL ITEMS Mayor Blankley moved these items forward.

- 2.1. (4.1) Retirement Proclamation for Fire Chief Jim Wyatt
- 2.2. (4.2) Retirement Proclamation for Fire Division Chief Randall Wong

3. COUNCIL CORRESPONDENCE (Informational Only)

- 3.1. Update on Grant Applications.
- 3.2. LAFCO Countywide Fire Service Review Supplemental Response.
- 3.3. Regional Medical Center Reduction Impact Assessment Report.

4. PRESENTATIONS TO THE COUNCIL

- 4.1. (2.1) Retirement Proclamation for Fire Chief Jim Wyatt
- 4.2. (2.2) Retirement Proclamation for Fire Division Chief Randall Wong
- 4.3. **Annual Presentation by the Gilroy Youth Commission**
- 4.4. **PUBLIC COMMENT BY MEMBERS OF THE PUBLIC ON ITEMS NOT ON THE AGENDA BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE CITY COUNCIL**

Mayor Blankley opened Public Comment.

Ron Kirkish continued his presentation regarding Plan Bay Area 2050.

There being no further speakers, Mayor Blankley closed Public Comment.

5. REPORTS OF COUNCIL MEMBERS

Council Member Bracco No report.

Council Member Armendariz No report.

Council Member Marques reported the Santa Clara Valley Habitat Agency Governing Board discussed their budget which mainly comes from grants; and they have already preserved 19,000 acres as part of their 50-year goal of preserving 45,000 acres.

Council Member Hilton reported the VTA Policy Advisory Committee developed a draft list of goals that include: Implementing faster, more frequent, safe and convenient transit, healthier, multimodal option; encourage land uses that create complete and convenient places; and address the climate emergency by reducing transportation emissions and support equity and transportation.

Council Member Cline No report.

Council Member Tovar No report.

Mayor Blankley reported the success of the “Bike to Anywhere”, event last week which included members of CalTrain participating. The Gilroy Youth Task Force held a meeting last week where they had a good discussion on what data was needed.

6. CONSENT CALENDAR

- 6.1. **Approval of the Action Minutes of the May 6, 2024 City Council Regular Meeting and the May 13, 2024 Study Session Meeting.**
- 6.2. **Cash and Investment Report as of March 31, 2024.**
- 6.3. **A Resolution of the City Council of the City of Gilroy Calling a General Municipal Election for Municipal Officers and Requesting the Santa Clara County Board of Supervisors Consolidate With the Statewide General Election to be Held on November 5, 2024.** 8 of 166

**Pursuant to California Elections Code Section 10403, and
Requesting Services of the Registrar of Voters.**

Mayor Blankley opened Public Comment.

There being no speakers, Mayor Blankley closed Public Comment.

MOTION: To approve Consent Calendar Nos. 6.1-6.3.

RESULTS:	PASS: 7-0 ROLL CALL VOTE
MOVER:	Fred Tovar, Council Member
SECONDER:	Tom Cline, Council Member
AYES:	BRACCO, ARMENDARIZ, MARQUES, HILTON, CLINE, TOVAR, BLANKLEY
NOES:	
ABSENT:	
ABSTAIN:	

Enactment No.: Resolution No. 2024-21

7. BIDS AND PROPOSALS None.

8. PUBLIC HEARINGS

8.1. Appeal of Determination of Incomplete Application for 315 Las Animas Avenue (M 24-07)

Mayor Blankley opened Public Comment.

Laraine Spencer agreed with Staff’s recommendation to deny the application.

Rosie Sanborn agreed with Staff’s recommendation to deny the application.

Marika Somorjai agreed with Staff’s recommendation to deny the application.

Bette Thomas agreed with Staff’s recommendation to deny the application.

George Somorjai agreed with Staff’s recommendation to deny the application.

There being no further speakers, Mayor Blankley closed Public Comment.

MOTION:
Staff recommends the City Council deny the appeal and uphold staff’s decision to determine the Architectural and Site Review application (AS 23-21) is incomplete pursuant to Government Code section 65943.

RESULTS:	PASS: 4-2-1
MOVER:	Dion Bracco, Council Member
SECONDER:	Carol Marques, Council Member
AYES:	BRACCO, MARQUES, CLINE, BLANKLEY
NOES:	ARMENDARIZ, TOVAR
ABSENT:	
ABSTAIN:	HILTON

8.2. Zoning Text Amendments to Implement Various Programs of the Gilroy 2023-2031 Housing Element

Mayor Blankley opened Public Comment.

There being no speakers, Mayor Blankley closed Public Comment.

MOTION:

- a) **Based on the City Council's independent analysis, find that approval of Zoning Amendment Z 24-0001 is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) where it can be seen with certainty that the amendments to implement the Gilroy 2023-2031 Housing Element would not result in a significant environmental effect.**

RESULTS:	PASS: 7-0
MOVER:	Fred Tovar, Council Member
SECONDER:	Rebeca Armendariz, Council Member
AYES:	BRACCO, ARMENDARIZ, MARQUES, HILTON, CLINE, TOVAR, BLANKLEY
NOES:	
ABSENT:	
ABSTAIN:	

- b) **Motion to read the ordinance by title only and waive further reading.**

RESULTS:	PASS: 7-0
MOVER:	Tom Cline, Council Member
SECONDER:	Dion Bracco, Council Member
AYES:	BRACCO, ARMENDARIZ, MARQUES, HILTON, CLINE, TOVAR, BLANKLEY
NOES:	
ABSENT:	
ABSTAIN:	

- c) **Introduce an ordinance of the City Council of the City of Gilroy amending the Gilroy City Code, Chapter 30 (Zoning), Article XI (Residential Use Tables) in conformance with the City of Gilroy 2023- 2031 Housing Element.**

RESULTS:	PASS: 7-0
MOVER:	Rebecca Armendariz, Council Member
SECONDER:	Dion Bracco, Council Member
AYES:	BRACCO, ARMENDARIZ, MARQUES, HILTON, CLINE, TOVAR, BLANKLEY
NOES:	
ABSENT:	
ABSTAIN:	

9. **UNFINISHED BUSINESS**

10. **INTRODUCTION OF NEW BUSINESS**

- 10.1. **Consent the Appointment of Scot Smithee (Retired Annuitant) as the Interim Senior Executive Team Director Leading and Managing the Gilroy Fire Department Effective May 28, 2024 and Adoption of a Resolution of the City Council of the City of Gilroy Approving the Appointment and Employment Agreement.**

Mayor Blankley opened Public Comment.

Ron Kirkish spoke in support of the appointment Scot Smithee.

Chris Mangano respected the decision to appoint Scot Smithee.

There being no further speakers, Mayor Blankley closed Public Comment.

MOTION:

- a) **Consent the City Administrator’s recommendation to appoint Scot Smithee (Retired Annuitant) as Interim Senior Executive Team Director leading and managing the Gilroy Fire Department effective May 28, 2024.**

RESULTS:	PASS: 4-3
MOVER:	Dion Bracco, Council Member
SECONDER:	Carol Marques, Council Member
AYES:	BRACCO, MARQUES, CLINE, BLANKLEY
NOES:	ARMENDARIZ, HILTON, TOVAR
ABSENT:	
ABSTAIN:	

- b) **Adopt a resolution of the City Council of the City of Gilroy approving the appointment of Scot Smithee (Retired Annuitant) as Interim Senior Executive Team Director leading and managing the Gilroy Fire Department pursuant to Government Code Section 21221(h) and authorizing the City**

Administrator to execute the employment agreement.

RESULTS:	PASS: 5-2
MOVER:	Dion Bracco, Council Member
SECONDER:	Tom Cline, Council Member
AYES:	BRACCO, ARMENDARIZ, MARQUES, CLINE, BLANKLEY
NOES:	HILTON, TOVAR
ABSENT:	
ABSTAIN:	

Enactment No.: Resolution No. 2024-22

10.2. Receive Budget Report for the Third Quarter of Fiscal Year 2023-2024 (FY24) and Adopt a Resolution Amending the Appropriations for FY24 and FY25 in the Police Grants Fund.

Mayor Blankley opened Public Comment.

There being no speakers, Mayor Blankley closed Public Comment.

MOTION: Adopt a Resolution of the City Council of the City of Gilroy amending the appropriations for FY24 and FY25 in the Police Grants Fund (225).

RESULTS:	PASS: 7-0
MOVER:	Rebecca Armendariz, Council Member
SECONDER:	Tom Cline, Council Member
AYES:	BRACCO, ARMENDARIZ, MARQUES, HILTON, CLINE, TOVAR, BLANKLEY
NOES:	
ABSENT:	
ABSTAIN:	

Enactment No.: Resolution No. 2024-23

10.3. Fiscal Year 2024 Third Quarter Departmental Workplan Update

Staff presented the updated workplan.

Mayor Blankley opened Public Comment.

There being no speakers, Mayor Blankley closed Public Comment

10.4. Authorization for the City Administrator to Execute the Countywide AB 939 Implementation Fee Agreement and the Countywide Household Hazardous Waste (HHW) Collection Agreement

Mayor Blankley opened Public Comment.

There being no speakers, Mayor Blankley closed Public Comment.

MOTION:
Receive report and provide authorization for the City Administrator to execute the Countywide AB 939 Fee Agreement and the Countywide Household Hazardous Waste (HHW) Collection Agreement.

RESULTS:	PASS: 7-0
MOVER:	Dion Bracco, Council Member
SECONDER:	Fred Tovar, Council Member
AYES:	BRACCO, ARMENDARIZ, MARQUES, HILTON, CLINE, TOVAR, BLANKLEY
NOES:	
ABSENT:	
ABSTAIN:	

- 10.5. **Approve First Amendment to Agreement with Ruggeri-Jensen-Azar & Associates in the amount of \$45,314 for the Sharks Ice Gilroy Street Improvements and Traffic Signal Project (24-RFP-PW-492) to complete American Land Title Association Survey for the Sharks Ice Gilroy Facility.**

Mayor Blankley opened Public Comment.

There being no speakers, Mayor Blankley closed Public Comment.

MOTION:
Approve the attached First Amendment to the Consulting Services Agreement between the City and Ruggeri-Jensen-Azar & Associates for the Sharks Ice Gilroy Street Improvements and Traffic Signal project (24-RFP-PW-492) in the amount of \$45,314 to complete the American Land Title Association (ALTA) survey for the Sharks Ice Gilroy facility and authorize the City Administrator to execute the necessary Amendment documents.

RESULTS:	PASS: 7-0
MOVER:	Tom Cline, Council Member
SECONDER:	Dion Bracco, Council Member
AYES:	BRACCO, ARMENDARIZ, MARQUES, HILTON, CLINE, TOVAR, BLANKLEY
NOES:	
ABSENT:	
ABSTAIN:	

- 11. **FUTURE COUNCIL INITIATED AGENDA ITEMS** None.
- 12. **CITY ADMINISTRATOR'S REPORTS** None.
- 13. **CITY ATTORNEY'S REPORTS** None.
- 14. **CLOSED SESSION**

14.1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION Pursuant to Government Code Section 54957 and Gilroy City Code Section 17A.11 (2); Employee Name/Title: Jimmy Forbis, City Administrator

15. ADJOURN TO OPEN SESSION

Mayor Blankley advised no reportable action.

16. ADJOURNMENT

The meeting was adjourned at 9:10 P.M.

I HEREBY CERTIFY that the foregoing minutes were duly and regularly adopted at a regular meeting of the City Council of the City of Gilroy.

/s/Beth Minor

Interim City Clerk



City of Gilroy

STAFF REPORT

Agenda Item Title: **Adopt a Resolution of the City Council of the City of Gilroy Setting the Appropriation Limit for Fiscal Year 2024-25**

Meeting Date: June 3, 2024
 From: Jimmy Forbis, City Administrator
 Department: Finance
 Submitted By: Harjot Sangha, Finance Director
 Prepared By: Carina Baksa, Finance Manager

STRATEGIC PLAN GOALS

Develop a Financially Resilient Organization

RECOMMENDATION

Adopt a Resolution of the City Council of the City of Gilroy setting the Appropriation Limit for Fiscal Year 2024-25.

BACKGROUND

Each fiscal year, the City must adopt an appropriation limit on the City's expenditures made from tax sources in conformance with Proposition 4 known as the GANN Initiative or GANN Limit. The GANN Limit typically exceeds the amount of actual City expenditures and serves to set the maximum upper limit of expenditure even though the City's expenditures are not as high as the limit itself.

Proposition 4 and the subsequent Proposition 111 sets forth the procedure for calculating the limit, which is based upon the approved appropriations limit from the prior year, adjusted each year for inflation and population growth factors. Only those General Fund revenues received from proceeds of taxes (such as Sales Tax, Property Tax, Utility Tax, Transient Occupancy Tax, etc.) are subject to this limit. In addition, proceeds of taxes may be spent on several types of appropriations which do not count against the GANN Limit. The law allows a city to spend tax proceeds on voter-approved debt, costs of complying with court orders and federal mandates, with certain

restrictions, and expenditures for qualified capital outlay. Appropriations for these excludable categories do not count against the GANN Limit.

ANALYSIS

The indices used for calculating the appropriation limit were the California per capita income growth (3.62%) and the City of Gilroy's population growth (0.80%). Based on these factors, the appropriation limit for 2024-25 is \$244,851,458. The City's tax proceeds subject to the FY 2024-25 GANN Limit, based on budgeted projections, are equal to \$54,783,713. The table below illustrates that the City is substantially below the maximum allowable appropriation limit and should remain so for the foreseeable future.

Fiscal Year 2023-24	Adopted Limit	\$ 234,422,112
Population Factor	(City Growth)	1.0080
Inflation Factor	(California per capita income)	1.0362
Fiscal Year 2024-25	Limit	\$ 244,851,458
Fiscal Year 2024-25 Appropriations subject to limit		\$ 54,783,713
Dollar Amount Under Limit		\$ 190,067,745

The calculations and worksheets for this determination are attached to this staff report.

ALTERNATIVES

No other viable alternative is available. The establishment of the GANN Limit is required by the State Constitution, and methodology established by Proposition 4 and the subsequent Proposition 111.

FISCAL IMPACT/FUNDING SOURCE

None. Preparation of the annual GANN limit calculations and related adoption of the resolution is an annual activity of the Finance Department and included in its workplan.

Attachments:

1. Draft Resolution – Setting the FY2024-25 Appropriation Limit
2. Exhibit A to Resolution - GANN Limit Calculation

RESOLUTION NO. 2024-XX**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY
ADOPTING THE CITY OF GILROY APPROPRIATION LIMIT FOR
FISCAL YEAR 2024-25**

WHEREAS, the voters of the State of California elected to add Article XIII. B. of the California Constitution known as the Gann Initiative and Proposition 4; and

WHEREAS, the State of California, Department of Finance, and the League of California Cities have established uniform guidelines and have published appropriate percentages for California per capita personal income and population changes for the implementation of the subject limit.

NOW, THEREFORE, BE IT RESOLVED THAT the appropriation limit for the City of Gilroy for Fiscal Year 2024-25 is \$244,851,458, as calculated and included in Exhibit A.

PASSED AND ADOPTED this 3rd day of JUNE, 2024 by the following roll call vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

APPROVED:

Marie Blankley, Mayor

ATTEST:

Beth Minor, Interim City Clerk

CERTIFICATE OF THE CLERK

I, **BETH MINOR**, Interim City Clerk of the City of Gilroy, do hereby certify that the attached **Resolution No. 2024-XX** is an original resolution, or true and correct copy of a City Resolution, duly adopted by the Council of the City of Gilroy at a Regular Meeting of said held on Council held **Monday, June 3, 2024** with a quorum present.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of the City of Gilroy this **Date**.

Beth Minor
Interim City Clerk of the City of Gilroy

(Seal)

**CITY OF GILROY
DETERMINATION OF THE APPROPRIATIONS LIMIT
FY 2024-25**

Fiscal Year 2023-24	Adopted Limit	\$	234,422,112
Population Factor	(City Growth)		1.0080
Inflation Factor	(California per capita income)		1.0362
Fiscal Year 2024-25	Limit	\$	<u>244,851,458</u>

**CITY OF GILROY
APPROPRIATIONS SUBJECT TO LIMITATION
FY 2024-25**

	<u>AMOUNT</u>
A. Proceeds of Taxes	\$ 57,237,669
B. Exclusions	<u>\$ (2,453,956)</u>
C. Appropriations Subject to Limitation	\$ 54,783,713
D. Current Year Limit	<u>\$ 244,851,458</u>
E. Over (Under) Limit	<u><u>\$ (190,067,745)</u></u>

CITY OF GILROY
CALCULATION OF PROCEEDS FROM TAXES
GENERAL FUND BUDGET
FY 2024-25

6.2

REVENUE	Tax Proceeds	Non-Tax Proceeds	Total
TAXES			
Property taxes	\$ 20,819,125	\$ -	\$ 20,819,125
Sales & Use Tax	22,427,000	-	22,427,000
Business Licence Tax	739,000	-	739,000
Utility Users Tax	6,731,915	-	6,731,915
Transient Occupancy Tax	2,016,000	-	2,016,000
Other Taxes	455,000	-	455,000
 FROM STATE			
Motor Vehicle in Lieu	64,700	-	64,700
Homeowners Relief	29,000	-	29,000
State Grants	-	113,500	113,500
Federal		212,695	212,695
 LOCALLY RAISED			
Franchise Fees	-	2,374,463	2,374,463
Fines, Forfeitures, Penalties	-	223,547	223,547
 USER FEES (from Worksheet #1)	160,757	5,174,442	5,335,199
 OTHER MISCELLANEOUS			
Transfers	-	5,304,708	5,304,708
Miscellaneous	-	1,987,102	1,987,102
 SUB-TOTAL	53,442,497	15,390,457	68,832,954
 INTEREST EARNINGS (From Worksheet #2)	361,669	126,571	488,240
 TOTAL REVENUE	\$ 53,804,166	\$ 15,517,028	\$ 69,321,194
 RESERVE WITHDRAWALS (including appropriated fund balance)	3,433,503	-	3,433,503
 Total of these Funds	\$ 57,237,669	\$ 15,517,028	\$ 72,754,697

**CITY OF GILROY
INTEREST EARNINGS PRODUCED BY TAXES
FY 2024-25**

A. NON-INTEREST TAX PROCEEDS	\$	53,442,497
B, MINUS EXCLUSIONS	\$	(2,453,956)
C. NET INVESTED TAXES	\$	50,988,541
D. TOTAL NON-INTEREST PROCEEDS	\$	68,832,954
Revenue plus Reserve Withdraws		
E. TAX PROCEEDS AS PERCENT OF BUDGET		0.74076
F. INTEREST EARNINGS	\$	488,240
G. AMOUNT OF INTEREST EARNED FROM TAXES	\$	361,669
H. AMOUNT OF INTEREST EARNED FROM NON-TAXES	\$	126,571

**CITY OF GILROY
USER FEES VERSUS COSTS
FY 2024-25**

DIVISION ORG	DIVISION NAME	USER FEES	COSTS	USER FEES Over(Under) COSTS
1005530	Engineering	\$ 1,342,199	\$ 1,234,789	\$ 107,410
1004020	Planning	730,000	1,460,164	(730,164)
1004030	B.L.E.S.	2,685,000	2,022,350	662,650
1004040	Fire Prevention - Haz Mat	578,000	457,139	120,861
Totals		\$ 5,335,199	\$ 5,174,442	\$ 160,757



City of Gilroy

STAFF REPORT

Agenda Item Title: **Approve First Amendment to the Agreement with HdL Companies for the City's Business License Tax Administration Services**

Meeting Date: June 3, 2024
 From: Jimmy Forbis, City Administrator
 Department: Finance
 Submitted By: Harjot Sangha, Finance Director
 Prepared By: Harjot Sangha, Finance Director

STRATEGIC PLAN GOALS

Develop a Financially Resilient Organization
 Promote Economic Development Activities

RECOMMENDATION

Approve the first amendment to the agreement with HdL Companies for the City's business license tax administration services and authorize the City administrator to execute the agreement amendment.

EXECUTIVE SUMMARY

In 2022, the City of Gilroy partnered with HdL Companies to provide all business licensing needs for the business community. The services are available through the phone, online, and by mail. Businesses can apply, renew, pay, and update business licenses online. The initial term was for approximately a two-year period. Overall, the transition has proven to be successful and has enhanced the level of service for the program. Staff is recommending Council approve the first amendment to the agreement with HdL Companies to continue the business license tax administration services through June 30, 2025, with automatic subsequent renewal periods of 12 months.

BACKGROUND

The City of Gilroy has a business license tax established and governed by [Chapter 13 – Licenses](#) – of the Gilroy City Code. Currently, the City has approximately 3,000 active business licenses, generating approximately \$0.7 million in revenue. In 2020, the City

began implementation of the new Enterprise Resource Planning (ERP) and Land Management (LMS) systems. The implementation occurred in multiple phases over multiple years and included migrating the business licenses database to the LMS system. In late 2021, as the implementation phase for the business license module commenced, it quickly became clear that in order for the new system to successfully manage the City's business license program, it would require further customizations or software enhancements, which in the long-term would become costly to implement and manage. In consultation with the Park Consulting Group (PCG), the City's hired consultant for the LMS project, staff determined it was in the City's best interest to evaluate alternative options. In early 2022, staff evaluated alternative solutions and identified HdL Companies to best meet the needs of the City to modernize the existing manual processes to have the ability for applying, renewing, and paying for business licenses online 24/7, as well as support services with dedicated specialists to assist customers via email, fax, and phone Monday through Friday 8:00 A.M – 5:00 P.M., with the ability to assist in Spanish.

ANALYSIS

Prior to 2022, the City managed the business license program in-house, utilizing the legacy ERP system, with one dedicated full-time equivalent (FTE) staff member. The process was very manual, and paper based. In order to provide better customer service to the business community, better project revenues, offset staff work, and achieve compliance with the business license program, many cities have automated their processes. The City of Gilroy achieved this by partnering with HdL Companies to transition all business licensing needs online with a dedicated business support center. HdL Companies is well known, experienced, and successful in providing cities with the technology and support resources to managing the program. They currently provide these services to over 100 cities. HdL's team consists of Certified Revenue Officers, Auditors, Field Inspectors, and Tax Specialists that work diligently to ensure the business community receives the highest level of service while monitoring and maintaining the tax base. Partnering with HdL has essentially provided the City a deeper "bench" to manage the program and enhance the level of service. The scope of services includes:

- Business registration/database management—HdL has transferred the City's existing database to its internal software system, maintains the data, and provides copies of the data or reports online or as needed at the City's request. The database is available [online](#) for business search or lookup.
- New account processing – Process new business license applications and facilitate the new account registration process, including inter-departmental approval, in a timely fashion.
- Renewal processing – Send active business license accounts renewal notices during renewal periods. Accounts receive all applicable forms necessary to complete the renewal process with the ability to perform renewals online.
- Payment processing – Process all payments for new and renewal accounts and remit the collections to the City on a monthly basis with detailed reconciliations.

- Business support center—Provide businesses with multiple support options for registering, renewing, making payments, and general inquiries. The support center is open Monday through Friday, 8:00 a.m. to 5:00 p.m. PST, and includes assistance in Spanish. Businesses also have access to support via email, fax, and online.
- Compliance management—Provide collection and discovery services to ensure all businesses adhere to the City's requirements. Discover services are conducted by cross-referencing different databases to identify and register businesses that are subject to the license but are not properly registered. To date, these efforts have resulted in bringing 200+ businesses into compliance.
- Reporting/Filing - HdL also prepared and files the state mandated annual reports for Disability Access and Education Fund (DSA 787).

Although HdL performs the aforementioned services, the City still maintains management oversight to ensure that the City's customer service values are upheld, and records are appropriately maintained. The City's staff also continues to directly assist business license customers in person at the City Hall.

Overall, the City has received positive feedback regarding HdL's services, especially from having the capability to conduct processes online 24/7. Occasionally, there are concerns over delays experienced in processing new applications that are not directly related to HdL but the City's internal processes. In reviewing such concerns, staff determined the delays are primarily because the inter-departmental review of the application yields a requirement for the applicant to obtain additional permits or schedule inspections as required by departments and City code. A further evaluation determined business license reviews, on average, are completed within eight to ten business days of submitting a complete application and is viewed as reasonable given the multi-department involvement. Currently, there are 23 in-city business license applications pending approval, half of which are within the eight-business days period, and the remaining are pending additional requirements or follow-up from businesses for permits and or inspections.

Staff view the transition to be successful and one that has enhanced the level of service of the business license program. Staff are pleased with HdL's services to the Gilroy business community and thus recommend that the City Council approve the first amendment to the agreement to extend the business license tax administration services through June 30, 2025, with automatic subsequent renewal periods of 12 months. The 12-month renewal periods allow the City to cancel with adequate notice if the program does not serve the City as expected and to seek alternative solutions.

ALTERNATIVES

The City Council could decide not to extend the agreement and direct staff to return the program functions to be performed in-house. This alternative is not recommended, as the City currently does not have business license software and thus will need to procure

a new business license software system, conduct implementation, and go live prior to transitioning the functions in-house. In addition, the level of customer service may also decline as the City has typically only assigned one FTE to the program to manage the application, renewal, and compliance work, compared to leveraging HdL's multiple staffing resources.

FISCAL IMPACT/FUNDING SOURCE

HdL, under its business license tax administration services scope, typically works on a fixed base fee and by receiving the percentage of revenue generated by accounts they identify and bring into compliance. The annual cost of HdL's services under the base fee is approximately \$50,000 for the 3,000 active business licenses. In addition, HdL will retain 35% contingency fee of revenues collected as a result of discovery services in the first year of bringing business into compliance, and 25% of revenue collected through collection services. These are typical industry standard contingency fees for the related services. The costs are budgeted in the adopted biennial budget, thus no budget amendment is necessary.

NEXT STEPS

Upon Council approval, HdL will send out the fiscal year 2024-25 renewal notices.

Attachments:

1. First Amendment to the Agreement
2. Original Agreement

FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES BETWEEN THE CITY OF GILROY AND HINDERLITER, DELLAMAS & ASSOCIATES DBA HDL COMPANIES.

WHEREAS, the City of Gilroy, a municipal corporation ("City"), and Hinderliter, De Llamas & Associates dba HdL Companies, a California corporation ("CONSULTANT"), entered into that certain agreement entitled Agreement for Services, effective on April 1, 2022, hereinafter referred to as "Original Agreement"; and

WHEREAS, City and HdL Companies have determined it is in their mutual interest to amend certain terms of the Original Agreement.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. The paragraph of Article 1 (Term of Agreement) of the Original Agreement shall be amended to read as follows:

"This Agreement will become effective on April 1, 2022, and will continue in effect through June 30, 2025, with automatic subsequent "Renewal Periods" of 12 months unless terminated in accordance with the provisions of Article 7 of this Agreement.

Any lapse insurance coverage as required by Article 5, Section D of this Agreement shall terminate this Agreement regardless of any other provision stated herein."

2. Article 4, Section A (Consideration) of the Original Agreement shall be amended to read as follows:

"In consideration for the services to be performed by CONSULTANT, CITY agrees to pay CONSULTANT the amounts set for in Exhibit "D" ("Payment Schedule"). Fees outlined in Exhibit "D" pertain to Operations Management Services and Compliance Services."

3. This Second Amendment to the Agreement for Services is entered into as of June 3, 2024, and shall be effective June 3, 2024.

Except as expressly modified herein, all of the provisions of the Original Agreement and the First Amendment shall remain in full force and effect. In the case of any inconsistencies between the Original Agreement or the First Amendment and this Amendment, the terms of this Amendment shall control.

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

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the dates set forth besides their signatures below.

CITY OF GILROY

By: _____
[signature]
Jimmy Forbis
[employee name]
City Administrator
[title/department]

Date: _____

Approved as to Form

City Attorney

CONSULTANT

By:  _____
[signature]
Robert Gray
[name]
Vice President
[title]

Date: 5/20/2024

ATTEST:

City Clerk

AGREEMENT FOR SERVICES
(For contracts over \$5,000 - CONSULTANT)

This AGREEMENT made this 21th day of April, 2022, between:

CITY: City of Gilroy, having a principal place of business at
7351 Rosanna Street, Gilroy, California

and CONSULTANT: Hinderliter, De Llamas & Associates dba HdL Companies, a California Corporation, having a principal place of business at 120 S. State College Blvd. Suite 200, Brea, CA 92821.

ARTICLE 1. TERM OF AGREEMENT

This Agreement will become effective on April 1, 2022 and will continue in effect through August 31, 2024 unless terminated in accordance with the provisions of **Article 7** of this Agreement.

Any lapse in insurance coverage as required by Article 5, Section D of this Agreement ¹⁻¹¹ terminate this Agreement regardless of any other provision stated herein.

RG
Initial

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

It is the express intention of the parties that CONSULTANT is an independent contractor and not an employee, agent, joint venturer or partner of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONSULTANT or any employee or agent of CONSULTANT. Both parties acknowledge that CONSULTANT is not an employee for state or federal tax purposes. CONSULTANT shall not be entitled to any of the rights or benefits afforded to CITY'S employees, including, without limitation, disability or unemployment insurance, workers' compensation, medical insurance, sick leave, retirement benefits or any other employment benefits. CONSULTANT shall retain the right to perform services for others during the term of this Agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONSULTANT

A. Specific Services

CONSULTANT agrees to: Perform the services as outlined in **Exhibit "A"** ("Specific Provisions") and **Exhibit "B"** ("Scope of Services"), within the time periods described in **Exhibit "C"** ("Milestone Schedule").

B. Method of Performing Services

CONSULTANT shall determine the method, details and means of performing the above-described services. CITY shall have no right to, and shall not, control the manner or determine the method of accomplishing CONSULTANT'S services.

C. Employment of Assistants

CONSULTANT may, at the CONSULTANT'S own expense, employ such assistants as CONSULTANT deems necessary to perform the services required of CONSULTANT by this Agreement, subject to the prohibition against assignment and subcontracting contained in **Article 5** below. CITY may not control, direct, or supervise CONSULTANT'S assistants in the performance of those services. CONSULTANT assumes full and sole responsibility for the payment of all compensation and expenses of these assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholding.

D. Place of Work

CONSULTANT shall perform the services required by this Agreement at any place or location and at such times as CONSULTANT shall determine is necessary to properly and timely perform CONSULTANT'S services.

ARTICLE 4. COMPENSATION

A. Consideration

In consideration for the services to be performed by CONSULTANT, CITY agrees to pay CONSULTANT the amounts set forth in **Exhibit "D"** ("Payment Schedule"). In no event however shall the total compensation paid to CONSULTANT exceed \$99,000.00.

B. Invoices

CONSULTANT shall submit invoices for all services rendered.

C. Payment

Payment shall be due according to the payment schedule set forth in **Exhibit "D"**. No payment will be made unless CONSULTANT has first provided City with a written receipt of invoice describing the work performed and any approved direct expenses (as provided for in **Exhibit "A"**, **Section IV**) incurred during the preceding period. If CITY objects to all or any portion of any invoice, CITY shall notify CONSULTANT of the objection within thirty (30) days from receipt of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute. It shall not constitute a default or breach of this Agreement for CITY not to pay any invoiced amounts to which it has objected until the objection has been resolved by mutual agreement of the parties.

D. Expenses

CONSULTANT shall be responsible for all costs and expenses incident to the performance of services for CITY, including but not limited to, all costs of equipment used or provided by CONSULTANT, all fees, fines, licenses, bonds or taxes required of or imposed against CONSULTANT and all other of CONSULTANT'S costs of doing business. CITY shall not be responsible for any expenses incurred by CONSULTANT in performing services for CITY, except for those expenses constituting "direct expenses" referenced on **Exhibit "A."**

ARTICLE 5. OBLIGATIONS OF CONSULTANT

A. Tools and Instrumentalities

CONSULTANT shall supply all tools and instrumentalities required to perform the services under this Agreement at its sole cost and expense. CONSULTANT is not required to purchase or rent any tools, equipment or services from CITY.

B. Workers' Compensation

CONSULTANT agrees to provide workers' compensation insurance for CONSULTANT'S employees and agents and agrees to hold harmless, defend with counsel acceptable to CITY and indemnify CITY, its officers, representatives, agents and employees from and against any and all claims, suits, damages, costs, fees, demands, causes of action, losses, liabilities and expenses, including without limitation reasonable attorneys' fees, arising out of any injury, disability, or death of any of CONSULTANT'S employees.

C. Insurance

In addition to any other obligations under this Agreement, CONSULTANT shall, at no cost to CITY, obtain and maintain throughout the term of this Agreement: (a) Commercial Liability Insurance on a per occurrence basis, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of \$1,000,000 per occurrence for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property, including the loss of use thereof; and (b) Professional Liability Insurance (Errors & Omissions) with a minimum coverage of \$1,000,000 per occurrence or claim, and \$2,000,000 aggregate; provided however, Professional Liability Insurance written on a claims made basis must comply with the requirements set forth below. Professional Liability Insurance written on a claims made basis (including without limitation the initial policy obtained and all subsequent policies purchased as renewals or replacements) must show the retroactive date, and the retroactive date must be before the earlier of the effective date of the contract or the beginning of the contract work. Claims made Professional Liability Insurance must be maintained, and written evidence of insurance must be provided, for at least five (5) years after the completion of the contract work. If claims made coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the earlier of the effective date of the contract or the beginning of the contract work, CONSULTANT must purchase so called "extended reporting" or "tail" coverage for a minimum of five (5) years after completion of work, which must also show a retroactive date that is before the earlier of the effective date of the contract or the beginning of the contract work. As a condition precedent to CITY'S obligations under this Agreement, CONSULTANT shall furnish written evidence of such coverage (naming CITY, its officers and employees as additional insureds on the Comprehensive Liability insurance policy referred to in (a) immediately above via a specific endorsement) and requiring thirty (30) days written notice of policy lapse or cancellation, or of a material change in policy terms.

D. Assignment

Notwithstanding any other provision of this Agreement, neither this Agreement nor any duties or obligations of CONSULTANT under this Agreement may be assigned or subcontracted by CONSULTANT without the prior written consent of CITY, which CITY may withhold in its sole and absolute discretion.

E. State and Federal Taxes

As CONSULTANT is not CITY'S employee, CONSULTANT shall be responsible for paying all required state and federal taxes. Without limiting the foregoing, CONSULTANT acknowledges and agrees that:

- CITY will not withhold FICA (Social Security) from CONSULTANT'S payments;
- CITY will not make state or federal unemployment insurance contributions on CONSULTANT'S behalf;
- CITY will not withhold state or federal income tax from payment to CONSULTANT;
- CITY will not make disability insurance contributions on behalf of CONSULTANT;
- CITY will not obtain workers' compensation insurance on behalf of CONSULTANT.

ARTICLE 6. OBLIGATIONS OF CITY**A. Cooperation of City**

CITY agrees to respond to all reasonable requests of CONSULTANT and provide access, at reasonable times following receipt by CITY of reasonable notice, to all documents reasonably necessary to the performance of CONSULTANT'S duties under this Agreement.

B. Assignment

CITY may assign this Agreement or any duties or obligations thereunder to a successor governmental entity without the consent of CONSULTANT. Such assignment shall not release CONSULTANT from any of CONSULTANT'S duties or obligations under this Agreement.

ARTICLE 7. TERMINATION OF AGREEMENT**A. Sale of Consultant's Business/ Death of Consultant.**

CONSULTANT shall notify CITY of the proposed sale of CONSULTANT's business no later than thirty (30) days prior to any such sale. CITY shall have the option of terminating this Agreement within thirty (30) days after receiving such notice of sale. Any such CITY termination pursuant to this **Article 7.A** shall be in writing and sent to the address for notices to CONSULTANT set forth in **Exhibit A, Subsection V.H.**, no later than thirty (30) days after CITY's receipt of such notice of sale.

If CONSULTANT is an individual, this Agreement shall be deemed automatically terminated upon death of CONSULTANT.

B. Termination by City for Default of Consultant

Should CONSULTANT default in the performance of this Agreement or materially breach any of its provisions, CITY, at CITY'S option, may terminate this Agreement by giving written notification to CONSULTANT. For the purposes of this section, material breach of this Agreement shall include, but not be limited to the following:

1. CONSULTANT'S failure to professionally and/or timely perform any of the services contemplated by this Agreement.
2. CONSULTANT'S breach of any of its representations, warranties or covenants contained in this Agreement.

CONSULTANT shall be entitled to payment only for work completed in accordance with the terms of this Agreement through the date of the termination notice, as reasonably determined by CITY, provided that such payment shall not exceed the amounts set forth in this Agreement for the tasks described on Exhibit C" which have been fully, competently and timely rendered by CONSULTANT. Notwithstanding the foregoing, if CITY terminates this Agreement due to CONSULTANT'S default in the performance of this Agreement or material breach by CONSULTANT of any of its provisions, then in addition to any other rights and remedies CITY may have, CONSULTANT shall reimburse CITY, within ten (10) days after demand, for any and all costs and expenses incurred by CITY in order to complete the tasks constituting the scope of work as described in this Agreement, to the extent such costs and expenses exceed the amounts CITY would have been obligated to pay CONSULTANT for the performance of that task pursuant to this Agreement.

C. Termination for Failure to Make Agreed-Upon Payments

Should CITY fail to pay CONSULTANT all or any part of the compensation set forth in Article 4 of this Agreement on the date due, then if and only if such nonpayment constitutes a default under this Agreement, CONSULTANT, at the CONSULTANT'S option, may terminate this Agreement if such default is not remedied by CITY within thirty (30) days after demand for such payment is given by CONSULTANT to CITY.

D. Transition after Termination

Upon termination, CONSULTANT shall immediately stop work, unless cessation could potentially cause any damage or harm to person or property, in which case CONSULTANT shall cease such work as soon as it is safe to do so. CONSULTANT shall incur no further expenses in connection with this Agreement. CONSULTANT shall promptly deliver to CITY all work done toward completion of the services required hereunder, and shall act in such a manner as to facilitate any the assumption of CONSULTANT's duties by any new consultant hired by the CITY to complete such services.

ARTICLE 8. GENERAL PROVISIONS

A. Amendment & Modification

No amendments, modifications, alterations or changes to the terms of this Agreement shall be effective unless and until made in a writing signed by both parties hereto.

B. Americans with Disabilities Act of 1990

Throughout the term of this Agreement, the CONSULTANT shall comply fully with all applicable provisions of the Americans with Disabilities Act of 1990 ("the Act") in its current form and as it may be amended from time to time. CONSULTANT shall also require such compliance of all subcontractors performing work under this Agreement, subject to the prohibition against assignment and subcontracting contained in Article 5 above.

C. Attorneys' Fees

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

D. Captions

The captions and headings of the various sections, paragraphs and subparagraphs of the Agreement are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

E. Compliance with Laws

The CONSULTANT shall keep itself informed of all State and National laws and all municipal ordinances and regulations of the CITY which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Without limiting the foregoing, CONSULTANT agrees to observe the provisions of the Municipal Code of the CITY OF GILROY, obligating every contractor or subcontractor under a contract or subcontract to the CITY OF GILROY for public works or for goods or services to refrain from discriminatory employment or subcontracting practices on the basis of the race, color, sex, religious creed, national origin, ancestry of any employee, applicant for employment, or any potential subcontractor.

F. Conflict of Interest

CONSULTANT certifies that to the best of its knowledge, no CITY employee or officer of any public agency interested in this Agreement has any pecuniary interest in the business of CONSULTANT and that no person associated with CONSULTANT has any interest that would constitute a conflict of interest in any manner or degree as to the execution or performance of this Agreement.

G. Entire Agreement

This Agreement supersedes any and all prior agreements, whether oral or written, between the parties hereto with respect to the rendering of services by CONSULTANT for CITY and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

No other agreements or conversation with any officer, agent or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Such other agreements or conversations shall be considered as unofficial information and in no way binding upon CITY.

H. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflict of laws provisions of any jurisdiction. The exclusive jurisdiction and venue with respect to any and all disputes arising hereunder shall be in state and federal courts located in Santa Clara County, California.

I. Notices

Any notice to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in **Exhibit "A", Section V.H.** but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed delivered as of actual receipt; mailed notices will be deemed delivered as of three (3) days after mailing.

J. Partial Invalidity

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

K. Time of the Essence

All dates and times referred to in this Agreement are of the essence.

L. Waiver

CONSULTANT agrees that waiver by CITY of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

Executed at Gilroy, California, on the date and year first above written.

CONSULTANT:HdL Companies

By:  _____
DocuSigned by:
D4C862557876418...
Name: Robert Gray
Title: Chief Information Officer

Social Security or Taxpayer
Identification Number 95-4627548

Approved as to Form

 _____
DocuSigned by:
1979C9EB5B68470...
City Attorney

CITY:CITY OF GILROY

By:  _____
DocuSigned by:
CC6456EF9B054DC...
Name: Jimmy Forbis
Title: City Administrator

ATTEST:

 _____
DocuSigned by:
1E54AA19B46C4BB...
City Clerk

EXHIBIT “A”

SPECIFIC PROVISIONS

I. PROJECT MANAGER

CONSULTANT shall provide the services indicated on the attached **Exhibit “B”**, Scope of Services (“Services”). (All exhibits referenced are incorporated herein by reference.) To accomplish that end, CONSULTANT agrees to assign Connor Duckworth, Client Advisor, who will act in the capacity of Project Manager, and who will personally direct such Services.

Except as may be specified elsewhere in this Agreement, CONSULTANT shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to complete the Services in accordance with the terms of this Agreement.

II. NOTICE TO PROCEED/COMPLETION OF SERVICE

A. NOTICE TO PROCEED

CONSULTANT shall commence the Services upon delivery to CONSULTANT of a written “Notice to Proceed”, which Notice to Proceed shall be in the form of a written communication from designated City contact person(s). Notice to Proceed may be in the form of e-mail, fax or letter authorizing commencement of the Services. For purposes of this Agreement, Harjot Sangha, Finance Director shall be the designated City contact person(s). Notice to Proceed shall be deemed to have been delivered upon actual receipt by CONSULTANT or if otherwise delivered as provided in the **Section V.H.** (“Notices”) of this **Exhibit “A”**.

B. COMPLETION OF SERVICES

When CITY determines that CONSULTANT has completed all of the Services in accordance with the terms of this Agreement, CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has completed all of the Services as required by the terms of this Agreement and, if so requested, CITY shall make this determination within two (2) weeks of such request, or if CITY determines that CONSULTANT has not completed all of such Services as required by this Agreement, CITY shall so inform CONSULTANT within this two (2) week period.

III. PROGRESS SCHEDULE

The schedule for performance and completion of the Services will be as set forth in the attached **Exhibit “C”**.

IV. PAYMENT OF FEES AND DIRECT EXPENSES

Payments shall be made to CONSULTANT as provided for in **Article 4** of this Agreement.

Direct expenses are charges and fees not included in **Exhibit “B”**. CITY shall be obligated to pay only for those direct expenses which have been previously approved in writing by CITY. CONSULTANT shall obtain written approval from CITY prior to incurring or billing of direct expenses.

Copies of pertinent financial records, including invoices, will be included with the submission of billing(s) for all direct expenses.

V. OTHER PROVISIONS

A. STANDARD OF WORKMANSHIP

CONSULTANT represents and warrants that it has the qualifications, skills and licenses necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONSULTANT’S representations and warranties regarding its skills, qualifications and licenses. CONSULTANT shall perform such Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

Any plans, designs, specifications, estimates, calculations, reports and other documents furnished under this Agreement shall be of a quality acceptable to CITY. The minimum criteria for acceptance shall be a product of neat appearance, well-organized, technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by CITY for similar purposes.

B. RESPONSIBILITY OF CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of the Services furnished by it under this Agreement. CONSULTANT shall not be responsible for the accuracy of any project or technical information provided by the CITY. The CITY’S review, acceptance or payment for any of the Services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CONSULTANT shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONSULTANT’S negligent performance of any of the services furnished under this Agreement.

C. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

CITY, through its authorized employees, representatives or agents, shall have the right, at any and all reasonable times, to audit the books and records (including, but not limited to, invoices, vouchers, canceled checks, time cards, etc.) of CONSULTANT for the purpose of verifying any and all charges made by CONSULTANT in connection with this Agreement. CONSULTANT shall maintain for a minimum period of three (3) years (from the date of final payment to CONSULTANT), or for any longer period required by law, sufficient books and records in accordance with standard California accounting practices to establish the correctness of all charges submitted to CITY by CONSULTANT, all of which shall be made available to CITY at the CITY’s offices within five (5) business days after CITY’s request.

D. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data (including, but not limited to, computer data and source code), drawings, descriptions, documents, discussions or other information developed or received by or for CONSULTANT and all other written and oral information developed or received by or for CONSULTANT and all other written and oral information submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT and shall not, without the prior written consent of CITY, be used for any purposes other than the performance of the Services, nor be disclosed to an entity not connected with the performance of the such Services. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is or becomes generally known to the related industry (other than that which becomes generally known as the result of CONSULTANT'S disclosure thereof) shall be deemed confidential. CONSULTANT shall not use CITY'S name or insignia, or distribute publicity pertaining to the services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of CITY.

E. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall CONSULTANT have the authority or power to pledge the credit of CITY or incur any obligation in the name of CITY.

F. OWNERSHIP OF MATERIAL.

All material including, but not limited to, computer information, data and source code, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared (or caused to be prepared) under this Agreement shall be the property of CITY, but CONSULTANT may retain and use copies thereof subject to Section V.D of this Exhibit "A". CONSULTANT acknowledges that the business license data is property of the City. If this Agreement is terminated as per Article 7, Section B, Consultant shall return CITY data in a machine-readable format acceptable to the CITY.

CITY shall not be limited in any way in its use of said material at any time for any work, whether or not associated with the City project for which the Services are performed.

G. CONFIDENTIALITY; SOFTWARE USE AND WARRANTY; RECORDS.

As used herein, the term "proprietary information" means all information, techniques, processes, services or material that has or could have commercial value or other utility in Consultant's Business, including without limitation: Consultant's (i) software, computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; (iii) desktop or web-based software; (iv) audit, tax or fee collection/administration or business processes, methods or routines; (v) marketing plans, analyses and strategies; and (vi) materials, techniques and intellectual property used. Except as otherwise required by law, Client must hold in confidence and may not use (except as expressly authorized by this Agreement) or disclose to

any other party any proprietary information provided, learned of or obtained by Client in connection with this Agreement.

If access to any software which Consultant owns is provided to Client as part of this Agreement (including, without limitation, if Client chooses to subscribe to such software and reports option as part of the Services) (such Consultant-owned software is, collectively, the “Software”), Consultant hereby provides a limited, non-exclusive, non-transferable license to Client for the use by such of Client’s staff as may be designated from time to time by Client and approved by Consultant in writing to use the Software pursuant to and during the Term of this Agreement. The Software must only be used by such authorized Client staff, and Client must not sublicense, sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of the Software. The license granted hereunder does not imply ownership by Client or any of Client’s staff of the Software nor any rights of Client or any of Client’s staff to sublicense, transfer or sell the Software, or rights to use the Software for the benefit of others. Client may not create (or allow the creation of) any derivative work or product based on or derived from the Software or documentation, nor modify (or allow the modification of) the Software or documentation without the prior written consent of Consultant. In the event of a breach of this provision (and without limiting Consultant’s remedies), such modification, derivative work or product based on the Software or documentation is hereby deemed assigned to Consultant. Upon termination of this Agreement or this Software license, this Software license will be deemed to have expired and Client must immediately deactivate, cease using and remove, delete and destroy all the Software (including, without limitation, from Client’s computers and network). **Consultant warrants that the Software will perform in accordance with the Software’s documentation.**

All documents, preliminary drafts, communications and any and all other work product related to the Services and provided by Consultant to Client either in hard copy or electronically are the property of Client. This does not include any software, programs, methodologies or systems used in the creation of such work product, nor does it include any drafts, notes or internal communications prepared by Consultant in the course of performing the Services that were not otherwise provided to Client in either hardcopy or electronic form, all of which may be protected by Consultant or others’ copyrights or other intellectual property. It is possible that any documents, drafts, communications or other work product provided to Client may be considered public records under applicable law and/or may be discoverable through litigation. Consultant may publicly state that it performs the Services for Client.

Subject to applicable law, Consultant is responsible for retaining all final documents and other final work product related to the Services for a period of not less than three (3) years from the date provided to Client. Retention of any other documents, preliminary drafts, communications and any and all other work product provided to Client by Consultant is the responsibility of Client. Consultant has no responsibility to retain any drafts, notes, communications, emails or other writings created or received by Client in the course of performing the Services (other than the final documents and other final work product related to the Services and provided to Client for the term of years referenced above).

H. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever. Client acknowledges and agrees that any other public agency within the State (e.g., city, county, district, public authority, public agency, municipality or other political subdivision) may procure services that are substantially similar to any of the Services set forth in this Agreement, provided that such public agency executes a separate agreement with Consultant wherein the fees payable for the services rendered to such public agency are the responsibility of such public agency and not Client.

I. NOTICES.

Notices are to be sent as follows:

CITY: Harjot Sangha, Finance Director
City of Gilroy
7351 Rosanna Street
Gilroy, CA 95020

CONSULTANT: George Bonnin, Contract Adminsitrator
120 S. State College Blvd. Suite 200
Brea, CA 92820

J. FEDERAL FUNDING REQUIREMENTS.

- ☐ If the box to the left of this sentence is checked, this Agreement involves federal funding and the requirements of this **Section V.I.** apply.
- ☒ If the box to the left of this sentence is checked, this Agreement does not involve federal funding and the requirements of this **Section V.I.** do not apply.

1. DBE Program

CONSULTANT shall comply with the requirements of Title 49, Part 26, Code of Federal Regulations (49 CFR 26) and the City-adopted Disadvantaged Business Enterprise programs.

2. Cost Principles

Federal Acquisition Regulations in Title 48, CFR 31, shall be used to determine the allowable cost for individual items.

3. Covenant against Contingent Fees

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this

Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the Local Agency shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

EXHIBIT “B”**SCOPE OF SERVICES**

Consultant will provide the following Services relative to Client’s business license tax administration.

1. Operations Management Services

1.1. Establish and maintain database of Client businesses.

1.2. Receive and process applications, renewals and payments in a timely fashion.

1.3. Send renewal notices to active businesses within 30 days of the renewal period end date or at another interval specified by Client.

1.4. Provide businesses multiple options for submitting applications, renewals, payments, or support requests (including via website, email, mail, phone, and fax. Consultant license specialists will be available for live interactions Monday through Friday, 8:00am to 5:00pm Pacific).

1.5. Remit revenue to Client no less than monthly.

1.6. Provide Client staff access to website portal offering business registry inquiry, reporting, and electronic department approval capabilities.

2. Compliance Services: 1) Identify and register businesses which are subject to licensure or taxation, 2) collect known debt as pertains to business license or tax, and 3) identify under-reported tax liability.

2.1. Discovery Services

2.1.1. Develop a list of businesses subject to Client licensure or taxation.

2.1.2. Notify non-compliant businesses of their options to comply or dispute their non-compliant status. Notification and support to businesses will be facilitated through the website, mail, email, phone and fax.

2.1.3. Review information and forms submitted by the business for completion and accuracy, inclusive of any additional required documentation (i.e. home occupation permit). All submissions are filed and stored electronically and made available to Client upon request.

2.1.4. Provide businesses with detailed invoicing and options to pay via website, mail, and phone.

2.1.5. Remit revenue to Client no less than monthly, along with all business applications and any additional documentation.

2.2. Collection Services

2.2.1. Identify businesses subject to Client licensure or taxation which have known debt to Client and have failed to pay within an appropriate time frame.

2.2.2. Notify businesses of their options to comply or dispute their non-compliant status.

2.2.3. Provide businesses with detailed invoicing and options to pay via website, mail and phone.

2.2.4. Remit revenue to Client no less than monthly.

2.3. Audit Services

2.3.1. Identify potential under-reporting and/or misclassified businesses.

2.3.2. Audit businesses mutually agreed to by Client and Consultant that are identified as potential under-reporting businesses.

2.3.3. Submit audit summaries to Client and discuss further actions.

2.3.4. Educate businesses on proper reporting practices.

2.3.5. Invoice and collect identified delinquencies.

EXHIBIT “C”**MILESTONE SCHEDULE**

As determined and agreed upon by the City staff and the Consultant.

Within 60 days of signing of the agreement, Consultant will transition all City business license records, establish the on-line portals for application submission for intra-city approvals, be prepared to send out renewal for licenses by May 31, 2022.

EXHIBIT “D”**PAYMENT SCHEDULE****1. Operations Management Services**

1.1. Fees for performing operations management Services shall be \$15.00 for each processed account, which is any account for which an application or renewal/return was processed, or active account which was sent a renewal notice.

1.2. On the annual anniversary of the agreement, Fees will be increased with reference to the 12-month percent change, as of preceding January 1st from the annual renewal date, in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), West Region, as reported by the U.S. Bureau of Labor Statistics (the “CPI Change”). Each annual increase in the Fees will be equal to the lesser of ten percent (10%) or the actual CPI Change. For example, if the actual CPI Change is 3.5%, then the annual increase will be 3.5%, and if the actual CPI Change is 12%, then the annual increase will be 10%.

1.3. Fees related to travel and lodging expenses are billed at cost and apply to all meetings (including implementation, training, operations and support). Travel expenses only apply to out of scope travel and must therefore be pre-approved by Client.

1.4. Fees will be invoiced monthly to Client for Services performed during the prior month. Fees will be netted out of Client’s monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.

2. Compliance Services

2.1. Fees for performing compliance Services apply to all monies received for the current tax/license period and any other prior period collected (including monies received for taxes, penalties, interest, and fees).

2.1.1. Fees for performing discovery Services shall be a contingency Fee of 35% of the revenues received as a result of the Services.

2.1.2. In the event that Client discovers a non-compliant business and reports the business to Consultant (including a calculation of all taxes/fees due), Consultant will categorize the business as a collection service effort and thus apply the lower collection Services contingency Fee rate.

2.1.3. Fees for performing collection Services shall be a contingency Fee of 25% of the revenues received as a result of the Services.

2.1.4. Fees for performing audit Services shall be a contingency Fee of 35% of the revenues received as a result of the Services.

2.2. Consultant recognizes Client’s authority to waive or reduce the tax/fee debt of a business. Should Client decide to do so for a business whose deficiency was identified by Consultant, Consultant shall be entitled to compensation in the amount of one half (1/2) of the Fees Consultant would have otherwise earned. Deficiencies which are uncollectable due to insolvency or dissolution of the business, or for deficiencies which are otherwise incapable of collection (i.e. statute of limitation

or other legal defense) shall not be considered a Client voluntary election to waive, and thus, Consultant would not be entitled to compensation related thereto under this provision.

2.3. Fees related to travel and lodging expenses are billed at cost and applied to all meetings (including implementation, training, operations, and support). Travel expenses only apply to out of scope travel and must therefore be pre-approved by Client.

2.4. Fees will be invoiced monthly to Client for Services performed during the prior month. Fees will be netted out of Client's monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.



City of Gilroy

STAFF REPORT

Agenda Item Title: Adopt a Resolution Approving the Fiscal Year 2024-25 Road Rehabilitation Projects for Funding by Senate Bill 1, the Road Repair and Accountability Act of 2017 Funds

Meeting Date: June 3, 2024

From: Jimmy Forbis, City Administrator

Department: Public Works

Submitted By: Heba El-Guindy, Public Works Director

Prepared By: Ogarita Carranza, Management Analyst

STRATEGIC PLAN GOALS

Maintain and Improve City Infrastructure

RECOMMENDATION

Adopt the attached Resolution of the City Council of the City of Gilroy adopting a list of road rehabilitation projects for Fiscal Year 2024-25 to be funded by Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017.

BACKGROUND

The SB 1 (Beall, Chapter 5, Statutes of 2017), Road Repair and Accountability Act of 2017 provides significant, stable, and ongoing state transportation funding. These are funds dedicated to fixing aging roads and bridges, improving goods movement, and reducing traffic congestion.

SB 1 enables cities and counties to address significant maintenance, rehabilitation, and safety needs on their local streets and roads system. SB 1 will provide approximately \$1.5 billion per year for local streets and roads within the State. In providing this funding, the Legislature has increased the role of the California Transportation Commission (Commission), including oversight of SB 1 based on the development of guidelines, review of project lists submitted by cities and counties, reporting to the State Controller, and receiving reports on completed projects.

In May 2023, City Council approved a Resolution and a list of projects to be constructed using the Fiscal Year 2023-24 SB1 funding. This Fiscal Year 2023-24 program is expected to be completed in the early fall of 2024.

The new list of proposed street segments for paving using Fiscal Year 2024-25 SB 1 funding is attached. It should be noted that since Fiscal Year 2017-18, the City has received \$5,613,891 of SB1 funds from the State Controller.

ANALYSIS

To receive SB 1 funds, the City must adopt annually a list of SB 1 funded pavement maintenance projects through a resolution. "Projects", in this case, means a list of street segments that we anticipate will receive pavement maintenance using SB 1 funds. Pavement maintenance can be done in one project or combined with other planned pavement maintenance projects. A resolution listing the street segments to be included in the annual SB 1 funded projects is due to the Commission by July 1, 2024.

The Fiscal Year 2024-25 list of street segments was selected using the City's StreetSaver pavement maintenance database program assuming an annual pavement budget of \$3.9M per year (including the SB1 funds) and using the Council-directed blended system to identify streets for rehabilitation. Street segments are selected to provide the greatest improvement in average Pavement Condition Index (PCI) for a given funding level. Staff also considered Average Daily Traffic (ADT), Street Functional Classifications (Residential, Collector, or Arterial), types of treatment required, and geographic equity when selecting streets for inclusion on this list.

FISCAL IMPACT/FUNDING SOURCE

The Fiscal Year 2024-25 SB 1 Road Maintenance and Rehabilitation Account (RMRA) projected revenues of \$1,555,993 are included as a revenue source for Fund 210 (Road Maintenance and Rehabilitation) in the City's CIP under Annual Pavement Maintenance Program (Project No. 800060) as part of the Fiscal Year 2024-25 project budget.

SB 1 requires that cities maintain existing general fund levels for transportation funding at levels equal to, or greater than their annual average expenditures during Fiscal Years 2010, 2011, and 2012, which is known as the "Maintenance of Effort" (MOE) requirement.

The Senate Bill authorizes the State Controller's Office to audit local governments for compliance, and subject local governments to reimbursing the state for non-compliance.

For Gilroy, per the State Controller's Office, the MOE amounts to approximately \$1.2 million annually from the General Fund (which is the average of 3-year expenditures on street maintenance from Fiscal Years 2010, 2011, and 2012). For Fiscal Year 2024 and Fiscal Year 2025, the City is budgeted to spend more than \$1.2 million in pavement and street maintenance effort using General Fund monies.

NEXT STEPS

The attached resolution, subject to approval by City Council, will be sent to the California Transportation Commission for approval to allow the City of Gilroy to receive its share of the SB 1 local pavement maintenance funding.

Attachments:

1. Draft Resolution
2. SB 1 Street Segments (Fiscal Year 2024-25)

RESOLUTION 2024-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-25 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017), was passed by the Legislature and signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Gilroy will receive an estimated \$1,555,993 in SB1 - RMRA funding in Fiscal Year 2024-2025; and

WHEREAS, this will be the eighth year in which the City will receive SB 1 funding for the purpose of performing essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and/or increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 projects list to ensure revenues are being used on the most high-priority and cost-effective projects that will also meet the community's needs for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate about 1.6 million square feet of pavement and work towards implementing the complete streets ordinance; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are, on average, in good condition. This SB1 fund will help increase the overall quality of our road system and will keep our streets and roads in good condition; and

WHEREAS, without revenue from SB 1, the City's average Pavement Condition Index, a measure of the pavement condition, would have otherwise continued to decrease at an increasing rate; and

WHEREAS, if the Legislature and Governor failed to act, city streets and county roads would have continued to deteriorate, having many and varied negative impacts on our community; and

WHEREAS, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and

WHEREAS, modernizing the local street and road system provides well-paying construction jobs and boosts local economies; and

WHEREAS, the local street and road system is also critical for farm-to-market needs, interconnectivity, multimodal needs, and commerce; and

WHEREAS, police, fire, and emergency medical services all need safe, reliable roads to react quickly to emergency calls, and a few minutes of delay can be a matter of life and death; and

WHEREAS, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which in turn will lead to reduced vehicle emissions and help the State achieve its air quality and greenhouse gas emissions reduction goals; and

WHEREAS, restoring roads before they fail also reduces construction time which results in less air pollution from heavy equipment and less water pollution from site run-off; and

WHEREAS, the SB 1 projects list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials, and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE, BE IT RESOLVED THAT by the City Council of the City of Gilroy as follows:

1. The foregoing recitals are true and correct.
2. The following list of newly proposed projects will be funded in part or solely with Fiscal Year 2024-25 Road Maintenance and Rehabilitation Account revenues:

The Fiscal Year 2024-25 Citywide Pavement Maintenance Project consists of each of the following street segments listed in Attachment 1 receiving a pavement treatment that could include milling, associated pavement resurfacing and restriping, associated concrete flatwork, adjustment of utilities to grade, asphalt cape seal, striping, signage, traffic signal loop replacement, and other incidental work. This treatment is expected to extend the useful life of each street segment by 5 to 10 years. Work on the attached list of street segments (Attachment 1) is expected to start in May 2025 and be completed in September 2025.

PASSED AND ADOPTED by the City Council of the City of Gilroy at a regular meeting duly held on the 3RD day of June 2024 by the following roll call vote:

AYES: **COUNCIL MEMBERS:**
NOES: **COUNCIL MEMBERS:**
ABSTAIN: **COUNCIL MEMBERS:**
ABSENT: **COUNCIL MEMBERS:**

APPROVED:

Marie Blankley, Mayor

ATTEST:

Beth Minor, Interim City Clerk

ATTACHMENT 1

FY25 Citywide Pavement Rehabilitation Project Segments

Street Name	Begin Location	End Location	Area (SF)
EIGLEBERRY ST	SIXTH ST	FOURTH ST	63,750
ERVIN CT	MONTEREY ROAD	CUL DE SAC	8,330
HOLLOWAY RD	BREM LN	350' W/O SILACCI WY	113,129
LINCOLN CT	MURRAY AV	END	18,087
LONE OAK LN	THIRD ST RAB	360FT W/O RAB	10,080
LUCHESSA AVE	CIMINO ST	GREENFIELD DR	40,880
LUCHESSA AVE	THOMAS DR	END OF BRIDGE EAST	16,960
GILMAN RD	ROGERS	560' E/O CAMINO ARROYO	84,080
MONTEREY ST	DAY RD	BUENA VISTA AVE	95,849
MURRAY AVE	LINCOLN CT	LAS ANIMAS AVE	53,064
WREN AVE	MANTELLI DR	RONAN AVE	29,097
MONTEREY ST	TENTH ST	EIGHTH ST	53,110
CALLE DEL REY	MANTELLI DR	LERMA LN	71,325
EAST CT	WELBURN AVE	END	7,008
HOESCH WY	SILVIA ST	CULP DR	24,156
KENSINGTON PL	END	VICTORIA DR	17,746
KISHIMURA DR	FOREST ST	MURRAY AV	35,926
ORCHARD DR	TENTH ST	95' N/O DEARBORN PL	29,082
ORCHARD DR	EIGHTH ST	CUMBERLAND DR	37,185
STARLING DR	ALDER ST	BABBS CREEK DR	14,105
TEAL CT	END	VINCA CT	7,218
TRAVEL PARK CIR	BOLSA RD	MONTEREY RD	48,645
THIRD ST	WREN AVE	SANTA THERESA DR	32,840
WELBURN AVE	HANNA ST	CHURCH ST	27,861
WREN AVE	TATUM AVE	FARREL AVE	48,657
CAMERON BLVD	HWY 152	VENTURE WY	202,000
ELECTA CT	LAS ANIMAS AVE	CUL DE SAC	20,988
HAGEN CT	END	WENTZ DR	15,681
MILLER AVE	2000' NORTH OF MESA RD	SANTA TERESA BLVD	97,864
MILLER AVE	MESA RD	2000' NORTH OF MESA RD	54,000
VENTURE WY	CAMINO ARROYO	CAMERON BLVD	54,032
MANTELLI DR	KERN AVE	WREN AVE	103,086
PERRELLI ST	WREN AVE	FILICE DR	38,036
WREN AVE	125' S/O LAWRENCE DR	MANTELLI DR	68,138
FOURTH ST	EIGLEBERRY ST	MONTEREY RD	12,600
Total			1,654,595



City of Gilroy

STAFF REPORT

Agenda Item Title: **Claim of Isabel Christensen (The City Administrator recommends a "yes" vote under the Consent Calendar shall constitute denial of the claim)**

Meeting Date: June 3, 2024

From: Jimmy Forbis, City Administrator

Department: Administrative Services

Submitted By: LeeAnn McPhillips, Administrative Services and Human Resources Director / Risk Manager

Prepared By: LeeAnn McPhillips, Administrative Services and Human Resources Director / Risk Manager

STRATEGIC PLAN GOALS

Not Applicable

RECOMMENDATION

Based on the recommendation from Municipal Pooling Authority (MPA) and/or legal counsel, this claim is recommended for rejection.

EXECUTIVE SUMMARY

Based on the recommendation from Municipal Pooling Authority (MPA) and/or legal counsel, the following claim is submitted to the City Council for rejection at the June 3, 2024 meeting:

- Claim of Isabel Christensen

Attachments:

1. Claim of Isabel Christensen

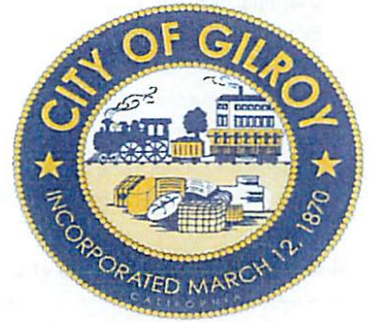
File With:
City Clerk's Office
7351 Rosanna Street
Gilroy, CA 95020-6141

CITY OF GILROY

CLAIM FOR DAMAGES

To Person Or Property

CLAIM No. _____

**INSTRUCTIONS**

1. Claims for death, injury to person or to personal property must be filed not later than six months after the occurrence. (Gov. Code Sec. 911.2)
2. Claims for damages to real property must be filed not later than 1 year after the occurrence. (Gov. Code Sec. 911.2)
3. Read entire claim before filing.
4. See page 2 for diagram upon which to locate place of accident.
5. This claim form must be signed on page 2 at bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.

TO: CITY OF GILROY

Date of Birth of Claimant

10-29-45

Name of Claimant

ISABEL CHRISTENSEN

Occupation of Claimant

RETIRED

Home Address of Claimant

706 ST. LAWRENCE CT PACIFICA CA 94044

Home Telephone Number

650-359-1176

Business Address of Claimant

City and State

Business Telephone Number

Give address and telephone number to which you desire notices or communications to be sent regarding this claim:

Claimant's e-mail address

IMC706@ATT.NET

When did DAMAGE or INJURY occur?

Date 10-6-23

Time 12:45 PM

If claim is for Equitable Indemnity, give date claimant served with the complaint:

Date

Names of any city employees involved in INJURY or DAMAGE:

Where did DAMAGE or INJURY occur? Describe fully, and locate on diagram on reverse side of this sheet. Where appropriate, give street names and address and measurements from landmarks:

INJURY OCCURRED ON RENZ LANE BETWEEN SHOPPING CENTER
AND WALMART SIDEWALK UNEVEN

Describe in detail the DAMAGE or INJURY occurred:

FELL FACE DOWN CAUSING DEEP CUT TO UPPER LIP, FRONT TEETH
WERE AFFECTED CHEEK BONES BRUISED MY EYEGLASSES WERE
BROKEN AND THE LENSES WERE SCRATCHED
TAKEN KAISER ER SAN JOSE WHERE I HAD 2 CT SCANS
EKG X-RAYS SEVERAL STITCHES TO MY LIP (MRI)
I AM STILL HEALING AND MAY HAVE TO WAIT UP TO 1 YEAR
IF ORAL SURGERY IS NEEDED

Why do you claim the city is responsible?

HAZARDOUS SIDEWALK THAT GILROY HAS NOT MAINTAINED

Describe in detail each INJURY or DAMAGE:

The amount claimed, as or the date of presentation of this claim, is computed as follows:

Damages incurred to date (exact):

Damage to property \$ _____
 Expenses for medical and hospital care \$ 4110
 Loss of earnings \$ _____
 Special damages for \$ 2,000

General damages \$ _____
 Total damages incurred to date \$ _____

Estimated prospective damages as far as known:

Future expenses for medical and hospital care . . . \$ _____
 Future loss of earnings \$ _____
 Other prospective special damages \$ _____
 Prospective general damages \$ _____
 Total estimate prospective damages \$ _____

Total amount claimed as of date of presentation of this claim: \$ _____

Was damage and/or injury investigated by police? NO If so, what city? _____
 Were paramedics or ambulance called? YES If so, name city or ambulance GILROY CA
 If injured, state date, time, name and address of doctor of your first visit 10-6-23 KAISER ER San Jose

WITNESSES to DAMAGE or INJURY: List all persons and addresses of persons known to have information:

Name _____	Address _____	Phone _____
Name _____	Address _____	Phone _____
Name _____	Address _____	Phone _____

DOCTORS and HOSPITALS:

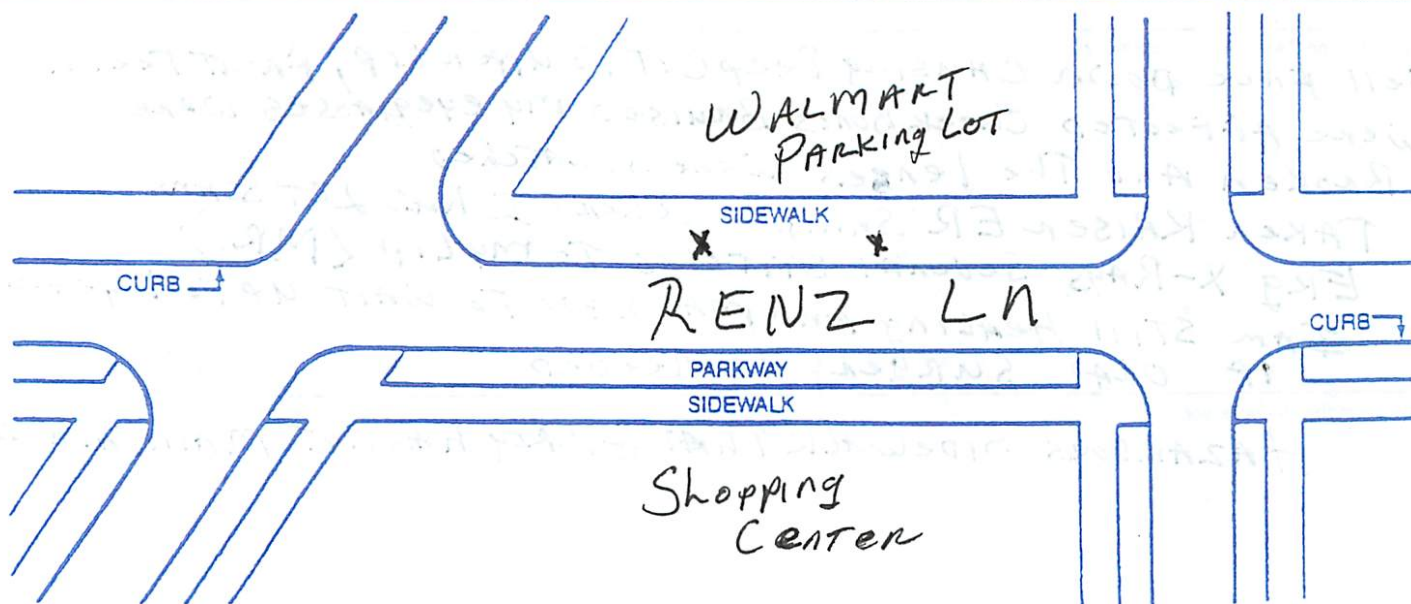
Hospital _____	Address _____	Date Hospitalized _____
Doctor _____	Address _____	Date of Treatment _____
Doctor _____	Address _____	Date of Treatment _____

READ CAREFULLY

For all accident claims, place on following diagram names of streets, including North, East, South and West: Indicate place of accident by "X" and by showing house numbers or distances to street corners. If City Vehicle was involved, designate by letter "A" location of City Vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw City Vehicle:

Location of City at time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X."

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.



Signature of Claimant or person filing on his behalf giving relationship to Claimant:

Isabel Christensen

Typed Name:

Date:

3-20-24



City of Gilroy

STAFF REPORT

Agenda Item Title: Ordinance Amending the Gilroy City Code, Chapter 30 (Zoning), Article XI (Residential Use Tables) in Conformance with the City of Gilroy 2023-2031 Housing Element

Meeting Date: June 3, 2024

From: Jimmy Forbis, City Administrator

Department: Community Development

Submitted By: Sharon Goei, Community Development Director

Prepared By: Cindy McCormick, Planning Manager

STRATEGIC PLAN GOALS

Promote Safe Affordable Housing for All

RECOMMENDATION

Adopt an ordinance of the City Council of the City of Gilroy amending the Gilroy City Code, Chapter 30 (Zoning), Article XI (Residential Use Tables) in conformance with the City of Gilroy 2023-2031 Housing Element.

EXECUTIVE SUMMARY

The City of Gilroy Planning Division is proposing amendments to Gilroy City Code, Chapter 30 (Zoning), Article XI (Residential Use Tables) as necessary to implement various programs of the Gilroy 2023-2031 Housing Element, including Program A-3 (By-Right Approval of Projects with 20 Percent Affordable Units on “Reused” RHNA Sites), Program A-10 (Facilitate Missing Middle / Middle Income Housing), Program E-2 (Zoning to Encourage and Facilitate Single Room Occupancy Units), Program E-3 (Emergency Shelter Standards), Program E-5 (Incentivize Micro Units), Program E-8 (Consistency with the Employee Housing Act), Program E-10 (Development and Rehabilitation of Housing for Persons with Disabilities), and Program E-13 (Permanent Supportive Housing).

ANALYSIS

On May 20, 2024, the City Council held a public hearing and considered and introduced an ordinance amending the Gilroy City Code, Chapter 30 (Zoning), Article XI (Residential Use Tables) in conformance with the City of Gilroy 2023-2031 Housing Element. The City Council motioned to read the ordinance by title only, waived further reading of the ordinance, and introduced the ordinance with a 7-0 vote.

The City Council is now asked to adopt the proposed ordinance consistent with its May 20, 2024 action.

The ordinance will take effect on July 3, 2024, thirty (30) days following the date of Council adoption.

ALTERNATIVES

Council may decline adoption of the ordinance or continue it to a future meeting of the City Council for further consideration. These alternatives are not recommended because the amendments are necessary to implement the City's certified Housing Element and conform to state law.

FISCAL IMPACT/FUNDING SOURCE

Staff time and resources required to adopt new zoning regulations to implement state law and Housing Element programs are typically funded under the Department's operational budget and through the City's General Fund. No other funding resources are necessary at this time.

PUBLIC OUTREACH

Public hearings were held on the proposed ordinance at the May 2, 2024 Planning Commission meeting and the May 20, 2024 City Council meeting. Notices were published in the Gilroy Dispatch. Since the amendments apply citywide, a separate mailed notice to property owners was not required. Public hearing packets are available through the City's website.

NEXT STEPS

If adopted, the ordinance will become effective in 30 days on July 3, 2024.

Attachments:

1. Proposed Ordinance
2. May 20, 2024 Ordinance Introduction Staff Report

ORDINANCE 2024-XX**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GILROY AMENDING THE GILROY CITY CODE, CHAPTER 30 (ZONING), ARTICLE XI (RESIDENTIAL USE TABLE) TO IMPLEMENT VARIOUS PROGRAMS OF THE GILROY 2023-2031 HOUSING ELEMENT**

WHEREAS, State Planning and Zoning Law requires the City of Gilroy to adopt a comprehensive, long-term general plan for the physical development of the city that includes a housing element; and

WHEREAS, on May 1, 2023, the City of Gilroy City Council adopted the Gilroy 2023-2031 Housing Element; and

WHEREAS, the City intends to implement various programs of the Gilroy 2023-2031 Housing Element, including but not limited to Program A-3 (By-Right Approval of Projects with 20 Percent Affordable Units on “Reused” RHNA Sites), Program A-10 (Facilitate Missing Middle / Middle Income Housing), Program E-2 (Zoning to Encourage and Facilitate Single Room Occupancy Units), Program E-3 (Emergency Shelter Standards), Program E-5 (Incentivize Micro Units), Program E-8 (Consistency with the Employee Housing Act), Program E-10 (Development and Rehabilitation of Housing for Persons with Disabilities), and Program E-13 (Permanent Supportive Housing); and

WHEREAS, the Gilroy City Code Chapter 30 (Zoning), Article XI (Residential Use Tables) currently regulates permitted and conditional uses in the City’s residential zoning districts; and

WHEREAS, adoption of the Zoning Ordinance text amendment is necessary to implement the Gilroy 2023-2031 Housing Element Programs A-3, A-10, E-2, E-3, E-5, E-8, E-10, and E-13; and

WHEREAS, adoption of the Zoning Ordinance text amendment is exempt from review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15061(b)(3) where it can be seen with certainty that the Zoning Ordinance text amendment would not result in a significant environmental effect; and

WHEREAS, on May 2, 2024, the Planning Commission held a duly noticed public meeting, at which time the Planning Commission received and considered the staff report as well as all evidence received including written and oral public testimony related to the proposed Zoning Amendment (Z 24-0001); and

WHEREAS, on May 2, 2024, the Planning Commission unanimously recommended the City Council find that approval of Zoning Amendment Z 24-0001 is exempt from review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15061(b)(3), and adopt an Ordinance, approving Zoning Amendment Z 24-0001, amending the Gilroy City Code, Chapter 30 (Zoning), Article XI (Residential Use Tables) in conformance with the City of Gilroy 2023-2031 Housing Element; and

WHEREAS, the City Council held a duly noticed public hearing on May 20, 2024, at which time the City Council received and considered the proposed zoning ordinance text amendment, took and considered written and oral public testimony including the staff report, and all other documentation related to the proposed Zoning Amendment (Z 24-0001); and

WHEREAS, in accordance with City of Gilroy Chapter 30 (Zoning), Article LII (Amendment to the Zoning Ordinance), the Planning Commission has recommended, and the City Council finds, that the proposed Zoning Ordinance text amendment is necessary to carry out the general purpose of the Zoning Ordinance, and applicable General Plan goals and policies including: Gilroy 2040 General Plan Land Use Goal LU 3 to provide a variety of housing types that offer choices for Gilroy residents and create complete, livable neighborhoods; Gilroy 2023-2031 Housing Element Goal 1 (Housing Production) to provide adequate residential sites to accommodate projected housing needs and encourage the production of a variety of housing types; Housing Element Goal 2 (Removal of Government Constraints) to remove or reduce governmental constraints to the development, improvement, and maintenance of housing where feasible and legally permissible; Housing Element Goal 5 (Special Housing Needs) to increase access to decent and suitable housing for Gilroy residents with special housing needs; Housing Element Program A-3 (By-Right Approval of Projects with 20 Percent Affordable Units on “Reused” RHNA Sites), Program A-10 (Facilitate Missing Middle / Middle Income Housing), Program E-2 (Zoning to Encourage and Facilitate Single Room Occupancy Units), Program E-3 (Emergency Shelter Standards), Program E-5 (Incentivize Micro Units), Program E-8 (Consistency with the Employee Housing Act), Program E-10 (Development and Rehabilitation of Housing for Persons with Disabilities), and Program E-13 (Permanent Supportive Housing); and

WHEREAS, the location and custodian of the documents or other materials which constitute the record of proceedings upon which the project approval is based is the office of the City Clerk.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF GILROY DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I

The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION II

The amendments to the Gilroy City Code, Chapter 30 (Zoning), Article XI, set forth in Exhibit ‘A’ regarding residential uses, are hereby adopted.

SECTION III

If any section, subsection, subdivision, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise void or invalid by any court of competent jurisdiction, the validity of the remaining portion of this Ordinance shall not be affected thereby.

SECTION IV

Pursuant to section 608 of the Charter of the City of Gilroy, this Ordinance shall be in full force and effect thirty (30) days from and after the date of its adoption.

PASSED AND ADOPTED by the City Council of the City of Gilroy at a regular meeting duly held on the 3rd day of June 2024 by the following roll call vote:

AYES: **COUNCIL MEMBERS:**
NOES: **COUNCIL MEMBERS:**
ABSTAIN: **COUNCIL MEMBERS:**
ABSENT: **COUNCIL MEMBERS:**

APPROVED:

Marie Blankley, Mayor

ATTEST:

Beth Minor, Interim City Clerk

Attachment:

1. Exhibit 'A': Proposed amendments to Chapter 30 (Zoning), Article XI

CERTIFICATE OF THE CLERK

I, **BETH MINOR**, Interim City Clerk of the City of Gilroy, do hereby certify that the attached **Ordinance No. 2024-XX** is an original ordinance, or true and correct copy of a City Ordinance, duly adopted by the Council of the City of Gilroy at a Regular Meeting of said Council held on **Monday, June 3, 2024**, with a quorum present.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of the City of Gilroy this **Date**.

Beth Minor
Interim City Clerk of the City of Gilroy

(Seal)

EXHIBIT “A”**ORDINANCE 2024-XX**

Gilroy City Code, Chapter 30 (Zoning), Article XI is hereby modified as follows (where new text is indicated in **bold type** and deleted text is crossed out):

(c) Residential Use Table

	A1	RR	R1	R2	R3	R4	RH	ND
Accessory Building	X	X	X	X	X	X	X	*
Temporary Building	X	X	X	X	X	X	X	*
Agricultural Uses								
— Agriculture	X	X	C⁵	C⁵	C⁵	C⁵	C⁵	*
Agriculture	X	X	C	C	C	C	C	*
Animal Husbandry	C	C						*
Animal Services								*
Animal Boarding	X	X						*
Veterinary Hospital	X	X						*
Commercial Uses								
Bed/Breakfast Establishment (1—2 Rooms)		C	C	C	C	C	C	*
Boarding or Rooming House		X	C	C	C	C	C	*
Day Care Center		C	C	C	C	C	C	*
Family Day Care Home		X	X	X	X	X	X	*
— Home Occupation²		D	D	D	D	D	D	*
Landscape Nursery		C						*
Sale of Farm Products (Grown on Site)	X	C						*
Subdivision Sales Office			T	T	T	T	T	*
Public and Semi-Public Uses								
Community Garden		X	X	X	X	X	X	*
— Emergency Shelter⁷	C	C	C	C	C	X	C	*
Golf Course or Country Club		C	C	C	C	C	C	*
Hospital					C	C		*
Neighborhood Bazaar			T	T	T	T	T	*
Open Space (Recreational)		X	X	X	X	X	X	*
— Private Neighborhood Park, Recreation Facility		C⁴	C⁴	C⁴	C⁴	C⁴	C⁴	*

	A1	RR	R1	R2	R3	R4	RH	ND
Private Neighborhood Park, Recreation Facility ⁽²⁾		C	C	C	C	C	C	*
Publicly Owned Building or Facility		X	X	X	X	X	X	*
Religious Institution		X	X	X	X	X	X	*
Schools (Private ≤ 12 Students or Public)		X	X	X	X	X	X	*
Schools (Private > 12 Students)		C	C	C	C	C	C	*
—Supportive and Transitional Housing ⁶	X	X	X	X	X	X	X	*
Housing / Residential Uses ⁽³⁾								
—Accessory Dwelling Unit [†]		X	X	X	X	X	X	*
Accessory Dwelling Unit ⁽¹⁾	X	X	X	X	X	X	X	*
Condominiums / Townhomes					X	X	X	*
—Duplex			X ³	X	X	X		*
Duplex ⁽¹⁾			X	X	X	X	X	*
Efficiency Dwelling / Micro Unit ⁽¹⁾	X	X	X	X	X	X	X	
Emergency Shelter ⁽¹⁾	C	C	C	C	C	X	C	*
Employee / Agricultural Worker Housing ⁽¹⁾	X	X	X	X	X	X	X	*
Home Occupation ⁽⁴⁾	X	X	X	X	X	X	X	*
Mobile Home Park			C	C	X	X		*
Multiple-Family Building (3 or more units)					X	X		*
—Residential Care Homes (More Than 6 Residents)		€	€	€	€	€	€	*
Residential Care Homes (Up to and Including 6 Residents)		X	X	X	X	X	X	*
Residential Care Homes ⁽¹⁾	X	X	X	X	X	X	X	*
—Single-Family Dwelling or Modular Home	X ⁸	X	X	X	X	X	X	*
Single-Family Dwelling or Modular Home	X	X	X	X	X	X	X	*
Single-Room Occupancy (SRO) ⁽¹⁾						X		*
Supportive and Transitional Housing ⁽¹⁾	X	X	X	X	X	X	X	*
—Townhouse					X	X	X	*

X = Unconditionally permitted.

C = Permitted only with conditional use permit granted by planning commission.

D = Permitted subject to the approval of the planning manager.

T = Temporary use — see Article XLVII.

* = Refer to the master plan or specific plan adopted for the neighborhood district area in which the property is located.

† Accessory dwelling unit(s) and/or junior accessory dwelling units may be allowed subject to

~~compliance with the regulations prescribed in Article LIV.~~

~~2— Permitted only if the regulations of Article XL are met.~~

~~3— A duplex dwelling is permitted when all of the following conditions are met:~~

~~—(a) The duplex dwelling shall be located on a corner lot only; and~~

~~—(b) The corner lot shall have a minimum area of eight thousand (8,000) square feet and be so designated for a duplex unit on a tentative and final map; and~~

~~—(c) The duplex shall not increase the overall density within any given land subdivision beyond the maximum of seven and one-fourth (7 1/4) dwelling units per net acre.~~

~~4— Conditional use permit required unless otherwise allowed through an approved planned unit development.~~

~~5— Planning commission approval of a conditional use permit is required for all new agricultural uses.~~

~~6— Supportive and/or transitional housing that serves more than six (6) individuals, provides on-site services and is licensed by the state as a group home shall only be allowed upon the granting of a conditional use permit.~~

~~7— Emergency shelters shall be subject to the performance standards listed in section [30.41.32](#). Emergency shelters shall be permitted by right in the R4 zone district and areas designated mixed use (MU) on the Gilroy 2040 general plan land use diagram.~~

~~8— One (1) residential dwelling unit may be permitted on an A1 zoned parcel that has a minimum size of twenty (20) acres or more. Subdivision of land for further development is not permitted without rezoning to another zoning district that implements the general plan land use map.~~

X = Principally permitted (See Article L for related planning application requirements).

C = Subject to the approval of a conditional use permit (see Article L, Section 30.50.30)

T = Subject to the approval of a temporary use permit (see Article XLVII).

*** = Refer to the master plan or specific plan adopted for the neighborhood district area in which the property is located.**

(1) See Section 32.11.15 (Specific Housing Use Types)

(2) A private neighborhood park or recreation facility is subject to the approval of a Conditional Use Permit granted by the planning commission, unless otherwise allowed through an approved planned unit development.

(3) For mixed-use projects, the residential portion shall comply with the density standards and the non-residential portion shall comply with the FAR requirements.

(4) A home occupation shall meet the requirements of Article XL and shall be subject to approval of a Zoning Clearance by the Planning Manager or designee.

32.11.15 Specific Housing Use Types

(a) Accessory Dwelling Unit(s). Accessory dwelling unit(s) and/or junior accessory dwelling units are permitted subject to compliance with the regulations prescribed in Article LIV.

(b) Emergency Shelter. Emergency shelters shall be subject to the performance standards listed in Article XLI, section [30.41.32](#). Emergency shelters shall be permitted by right in the

R4 zone district and areas designated mixed use (MU) on the Gilroy 2040 General Plan land use diagram.

(c) Efficiency Dwelling / Micro Unit. Pursuant to Health and Safety Code Section 17958.1, there shall be no limit on the number of efficiency units, whose meaning is as specified in Part 2 of Title 24 of the California Code of Regulations, the California Building Code, on property located within one-half mile of public transit or where there is a car share vehicle located within one block of the efficiency unit. Any requirements related to density, setbacks, lot coverage, or height restrictions are not considered a limit on the number of efficiency units.

(d) Employee / Agricultural Worker Housing. Pursuant to Health and Safety Code Section 17021.5, employee housing for six or fewer persons will be treated as a single-family structure and residential use, subject to the same density requirements, regulations, and objective standards that apply to other single-family dwellings in the same zone (A1, RR, R1). Pursuant to Health and Safety Code Section 17021.6, employee housing consisting of 36 or fewer beds in group quarters, or 12 or fewer units designed for use by a single family or household will be treated as an agricultural use, subject to the same density requirements, regulations, and objective standards that apply to other agricultural activity in the same zone (R2, R3, R4, RH, ND).

(e) Housing Element Opportunity Sites. Development projects on property identified in the Gilroy 2023-2031 Housing Element RHNA Opportunity Sites Inventory shall include replacement units, subject to the requirements of Government Code section 65915, subdivision (c)(3). Pursuant to Government Code Section 65583.2.(c), a non-vacant site that has been identified as a housing opportunity site in a prior Housing Element and a vacant site that has been included in two or more consecutive Housing Element planning periods shall be allowed residential use by right (with approval of a building permit) for housing developments in which at least 20 percent of the units are affordable to lower income households. Pursuant to [Government Code Section 65583.2.\(i\)](#), the development shall comply with the City of Gilroy's objective development and design standards and a proposed subdivision of the property shall be subject to all laws, including, but not limited to, City ordinances implementing the Subdivision Map Act.

(f) Duplex/Triplex/Fourplex Housing. A duplex is permitted on a corner parcel that is at least 8,000 square feet in size in the R1 Zoning District. A triplex or fourplex development is permitted on a corner parcel in the R1 and R2 Zoning Districts when such development is proposed in lieu of an ADU and/or JADU, the project complies with adopted objective design standards, the lot area is at least 8,000 square feet, and the lot was created prior to May 1, 2023.

(g) Residential Care Homes. Residential care homes (also known as group homes) are subject only to the density requirements, regulations, and objective standards that apply to other residential dwellings of the same type (e.g., single-family or multi-family) in the same zone, with no additional requirements based solely on the number of units provided, other than density requirements.

(h) Single-Room Occupancy. Single Room Occupancy (SRO) Housing is subject to the same restrictions and objective standards that apply to multi-family dwellings within the same zone. SRO Housing means a structure that provides living units that have separate

sleeping areas and some combination of shared bath or toilet facilities. The structure may or may not have separate or shared cooking facilities for the residents. SRO includes structures commonly called residential hotels or rooming houses.

(i) Supportive and Transitional Housing. Supportive and transitional housing is permitted in all residential zones subject only to those restrictions and objective standards that apply to other residential dwellings of the same type (e.g., single-family or multi-family) in the same zone, when such housing meets the criteria listed in Government Code Section 65651. Parking is not required for units occupied by supportive housing residents if the development is located within one-half mile of a public transit stop.



City of Gilroy

STAFF REPORT

Agenda Item Title: Zoning Text Amendments to Implement Various Programs of the Gilroy 2023-2031 Housing Element

Meeting Date: May 20, 2024

From: Jimmy Forbis, City Administrator

Department: Community Development

Submitted By: Sharon Goei, Community Development Director

Prepared By: Cindy McCormick, Planning Manager

STRATEGIC PLAN GOALS

Promote Safe Affordable Housing for All

RECOMMENDATION

1. Based on the City Council's independent analysis, find that approval of Zoning Amendment Z 24-0001 is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) where it can be seen with certainty that the amendments to implement the Gilroy 2023-2031 Housing Element would not result in a significant environmental effect; and
2. Motion to read the ordinance by title only and waive further reading; and
3. Introduce an ordinance of the City Council of the City of Gilroy amending the Gilroy City Code, Chapter 30 (Zoning), Article XI (Residential Use Tables) in conformance with the City of Gilroy 2023-2031 Housing Element.

EXECUTIVE SUMMARY

The City of Gilroy Planning Division is proposing amendments to Gilroy City Code, Chapter 30 (Zoning), Article XI (Residential Use Tables) as necessary to implement various programs of the Gilroy 2023-2031 Housing Element, including Program A-3 (By-Right Approval of Projects with 20 Percent Affordable Units on "Reused" RHNA Sites), Program A-10 (Facilitate Missing Middle / Middle Income Housing), Program E-2 (Zoning to Encourage and Facilitate Single Room Occupancy Units), Program E-3 (Emergency Shelter Standards), Program E-5 (Incentivize Micro Units), Program E-8

(Consistency with the Employee Housing Act), Program E-10 (Development and Rehabilitation of Housing for Persons with Disabilities), and Program E-13 (Permanent Supportive Housing).

BACKGROUND

On May 1, 2023, the City of Gilroy City Council adopted the Gilroy 2023-2031 Housing Element. When the Housing Element was adopted, the City intended to implement several of the housing programs by the end of the 2023 calendar year as part of the 2023 comprehensive zoning update. However, the comprehensive zoning update has been delayed due to changing priorities and resources. Rather than wait for the comprehensive update, City staff has prepared amendments to Gilroy City Code Chapter 30 (Zoning), Article XI (Residential Use Tables) to implement various programs of the Housing Element. Additional amendments planned for the comprehensive update being presented to the Planning Commission and City Council beginning later this year will further implement programs from the 2023-2031 Housing Element.

On May 2, 2024, the Gilroy Planning Commission held a public hearing on the proposed text amendments and unanimously recommended approval of the CEQA exemption and Zoning Amendment Z 24-0001.

ANALYSIS

Environmental Assessment: The City of Gilroy Planning Division has determined that there is no substantial evidence that the proposed Zoning Amendment (“Project”) would have a significant effect on the environment, and therefore the Project is exempt from the California Environmental Quality Act (“CEQA”). Pursuant to CEQA Guidelines Section 15061(b)(3), the Project is exempt from CEQA under the common-sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Zoning Ordinance Text Amendment Review: Pursuant to City Code Section 30.52.60, the City Council may approve, modify or disapprove a proposed ordinance amendment. The ordinance shall recite, among other things, the facts and reasons that, in the opinion of the City Council, make the approval, denial, or denial without prejudice of the Zoning Ordinance amendment necessary to carry out the general purposes of the Zoning Ordinance and the General Plan. The attached draft Ordinance contains the necessary findings for approval. The action by the City Council shall be final and conclusive.

The following analysis demonstrates that the proposed Zoning Ordinance text amendment is necessary to carry out the general purpose of the Zoning Ordinance and applicable General Plan goals and policies.

Existing City Code: The Zoning Ordinance is the primary tool by which the City implements the policies of the General Plan. The Zoning Ordinance is, among other purposes, intended to guide and regulate each development in accordance with the General Plan and the objectives and standards set forth therein. The Gilroy City Code Chapter 30 (Zoning), Article XI (Residential Use Tables) currently regulates permitted and conditional uses in the City’s residential zoning districts. Adoption of the Zoning Ordinance text amendment is necessary to implement the Gilroy 2040 General Plan and Gilroy 2023-2031 Housing Element Programs A-3, A-10, E-2, E-3, E-5, E-8, E-10, and E-13.

General Plan Guiding Principles: The Gilroy 2040 General Plan includes eight (8) guiding principles, including principle #8 (Support Housing Options) to encourage a mix of housing types to create diverse neighborhoods that meet the needs of all Gilroyans, and to promote the building, retention, and renovation of quality housing for all incomes, ages, and abilities.

General Plan Housing Element Goals, Policies, and Programs: The Gilroy 2023-2031 Housing Element goals, policies, programs, and quantified objectives are designed to help ensure housing opportunities for all existing and future residents of the community.

General Plan / Housing Element Consistency: The proposed zoning text amendments are consistent with the Gilroy 2040 General Plan Land Use Goal LU 3 to provide a variety of housing types that offer choices for Gilroy residents and create complete, livable neighborhoods; Gilroy 2023-2031 Housing Element Goal 1 (Housing Production) to provide adequate residential sites to accommodate projected housing needs and encourage the production of a variety of housing types; Housing Element Goal 2 (Removal of Government Constraints) to remove or reduce governmental constraints to the development, improvement, and maintenance of housing where feasible and legally permissible; and Housing Element Goal 5 (Special Housing Needs) to increase access to decent and suitable housing for Gilroy residents with special housing needs.

The following table provides a summary of the proposed amendments provided in the attached draft Ordinance.

Draft Ordinance Summary
Article XI Residential Use Table <u>Section 30.11.10(c) Residential Use Table was amended as follows:</u>

To ensure that important footnotes are not overlooked by an applicant, several of the footnotes are now referenced under one new general footnote (1) and moved into a new section (32.11.15).

Agriculture footnote #5 was removed since a CUP is not needed for all new uses given agriculture is currently listed as a permitted use in the A1 and RR zoning districts.

Home Occupation was moved from the commercial category to the residential category since home occupations are a secondary use of a residence, while commercial uses are not intended to be a primary use of a residence. The footnote “D” and “2” were combined into one footnote (4).

Emergency Shelter was moved to the housing / residential category in line with the purpose of an emergency shelter as “housing” for homeless persons.

The footnote for *Private Neighborhood Park, Recreation Facility* was moved to the first column for easier reference and also changed from “4” to “2” given the new footnote numbering scheme.

Supportive and Transitional Housing was moved to the housing / residential category in line with its purpose as “housing”. The corresponding footnote was moved into the new Specific Housing Use Types section 32.11.15 for easier reference.

Accessory Dwelling Units are now listed as a permitted use in the A-1 zone in accordance with state law, since residential uses are an allowed use in the A1 zone.

Condominiums and Townhomes were combined since the permitted zones are the same.

The footnote for *Duplex* was moved to the new Specific Housing Use Types section for easier reference.

A new residential use type “*Efficiency Dwelling / Micro Unit*” was added to implement Housing Element Program E-5 (Incentivize Micro Units).

A new residential use type “*Employee / Agricultural Worker Housing*” was added to implement Housing Element Program E-8 (Consistency with the Employee Housing Act).

Residential Care Homes were combined into one category in compliance with state law regarding the number of residents and to implement Program E-10 (Development and Rehabilitation of Housing for Persons with Disabilities).

A new residential use type *Single-Room Occupancy (SRO)* was added to implement Program E-2 (Zoning to Encourage and Facilitate Single Room Occupancy Units).

Footnotes

The corresponding footnote text for “X”, “C”, and “T” were modified for consistency.

Footnotes “D” and “2” were combined under a single footnote “4” regarding home occupations.

Footnotes “1, 3, 6, and 7” are now combined under a single footnote “1” and now are referenced in the new Specific Housing Use Types section for easier reference.

Footnote “4” is now footnote “2” given the new footnote numbering scheme.

Footnote “5” is not applicable since agriculture is currently listed as a permitted use in the A1 and RR zoning districts.

A new footnote “3” is proposed to implement program B-7, clarifying that the residential portions of mixed-use projects are not subject to any FAR restrictions. This is consistent with existing City code but is now made explicit.

A new section, 32.11.15 Specific Housing Use Types was added to ensure that important footnotes are not overlooked by an applicant. This new section also introduces new standards to implement the Housing Element.

(a) *Accessory Dwelling Unit(s)*. Moved here from the footnotes section.

(b) *Emergency Shelter*. Moved here from the footnotes section. Implements Program E-3 (Emergency Shelter Standards) in compliance with state law.

(c) *Efficiency Dwelling / Micro Unit*. New text to implement Program E-5 (Incentivize Micro Units) and comply with state law.

(d) *Employee / Agricultural Worker Housing*. New text to implement Program E-8 (Consistency with the Employee Housing Act) and comply with state law.

(e) *Housing Element Opportunity Sites*. New text to implement Program B-7 (Zoning Ordinance Update) regarding demolished residential units on a RHNA opportunity site, consistent with state law. New text was also added here to implement Program A-3 (By-Right Approval of Projects with 20 Percent Affordable Units on “Reused” RHNA Sites) and comply with state law.

(f) *Duplex/Triplex/Fourplex Housing*. New text to implement Program A-10 (Facilitate Missing Middle / Middle Income Housing).

(g) *Residential Care Homes*. New text to implement Program E-10 (Development and Rehabilitation of Housing for Persons with Disabilities) and comply with state law.

(h) *Single-Room Occupancy*. New text to implement Program E-2 (Zoning to Encourage and Facilitate Single Room Occupancy Units).

(i) *Supportive and Transitional Housing*. New text to implement Program E-13 (Permanent Supportive Housing) and comply with state law.

ALTERNATIVES

Pursuant to City Code Section 30.52.60, the City Council may approve, modify or disapprove a proposed ordinance amendment. However, disapproval of the proposed text amendments is not recommended because the amendments are necessary to implement the City's certified Housing Element and conform to state law.

FISCAL IMPACT/FUNDING SOURCE

Staff time and resources required to adopt new zoning regulations to implement the Housing Element and state requirements are typically funded under the Department's operational budget and through the City's General Fund.

PUBLIC OUTREACH

A notice of the May 20, 2024 City Council meeting was advertised in the Gilroy Dispatch on Friday, May 10, 2024 (no less than 10 days prior to the meeting). The City Council public hearing packets are available through the City's webpage. Since the amendments apply city-wide, a separate mailed notice to property owners was not required. No public comments have been received on the proposed amendments.

NEXT STEPS

If the proposed ordinance is introduced, it will be placed on the consent calendar of the next City Council meeting for adoption, tentatively scheduled for June 3, 2024. The ordinance will become effective 30 days following adoption.

Attachments:

1. Draft Ordinance Z 24-0001, incorporating Exhibit 'A' proposed amendments



City of Gilroy

STAFF REPORT

Agenda Item Title: **Approval of an Agreement for Services in the Amount of up to \$517,668 with Innovative Claims Solutions, Inc. for Workers Compensation Program Claims Administration**

Meeting Date: June 3, 2024
 From: Jimmy Forbis, City Administrator
 Department: Administrative Services
 Submitted By: LeeAnn McPhillips, Administrative Services and Human Resources Director / Risk Manager
 Prepared By: LeeAnn McPhillips, Administrative Services and Human Resources Director / Risk Manager

STRATEGIC PLAN GOALS

Not Applicable

RECOMMENDATION

- a) Approve an Agreement for Services with Innovative Claims Solutions, Inc. in the amount of \$197,935 for workers compensation program claims administration for the period July 1, 2024 through June 30, 2026 with an option to extend up to an additional three years in the amounts of \$103,443 (FY 27), \$106,547 (FY 28), and \$109,743 (FY 29), for a total potential contract amount of \$517,668.
- b) Authorize the City Administrator to execute the Agreement.

BACKGROUND

The City of Gilroy utilizes the services of a third-party administrator (TPA) to process and handle most aspects of workers compensation claims related to City employees and volunteers. Since several years had passed since the City went out to bid for these services, a Request for Proposals process was completed to evaluate qualifications, services, and costs from available firms who provide these services.

The City of Gilroy received and evaluated two proposals. The evaluation criteria included the following:

- Claim caseload assigned to examiner handling account
- Experience and tenure of assigned examiner and unit manager
- Technology advances to streamline processes and reporting
- Customer service reputation to both staff and the injured worker
- Claims examiner with direct experience handling public sector claims, including, claims from police and fire employees.
- Experience in our geographic area with municipalities with police and fire personnel, including strong experience working with providers in the areas where Gilroy employees work and live
- Experience and track record of the company
- Cost
- Followed the instructions for submitting the proposal
- Compliance with the performance standards established by the excess insurance risk pool

Firm Name	FY 25 Pricing	FY 26 Pricing	FY 27 Pricing (Optional Renewal)	FY 28 Pricing (Optional Renewal)	FY 29 Pricing (Optional Renewal)
Innovative Claims Solutions, Inc.	\$97,505	\$100,430	\$103,443	\$106,547	\$109,743
LWP Claims Solutions	\$156,000*	\$153,100	\$158,924	no proposal	no proposal

*Includes first year set-up fees.

ANALYSIS

Overall, the services offered by each vendor are very similar in terms of the non-cost criteria noted above. Both firms have received high audit scores from the excess carrier audit firm. Both firms have experience handling challenging claims and/or claimants with multiple injuries to include public safety claims. Gilroy has direct experience working with Innovative Claims Solutions, Inc., and the current examiner and supervisor assigned to the City of Gilroy account are very responsive. We did experience some challenges with a prior examiner and Innovative Claims Solutions took proactive steps to address the issues and ultimately assigned the City's account to a different examiner resulting in improved service. The City of Gilroy does not have any direct experience with LWP Claims Solutions, or their examiners though have received positive feedback.

Since the services are similar, cost of services became the significant deciding factor as there were not additional services or the ability to quantify or guarantee quality of service to justify the difference in cost. The year one costs for LWP Claims Solutions are about 60% higher than the proposal from Innovative Claims Solutions, Inc. The LWP Claims Solutions year one costs include some one-time set up fees. The year two

costs for LWP Claims Solutions are about 52% higher than Innovative Claims Solutions, Inc.

Innovative Claims Solutions Inc., offers the following:

- Claims examiner on account has 10 years of related claims administration experience. He has earned a California Workers Compensation Claims Handling Designation as well as holds a California Self-Insured Professional Certification.
- Unit manager/supervisor with over 27 years of related claims administration experience with 20 years at the supervisor/manager level.
- ICS offers excellent technology services including on-line claim filing, ability to review each claim and the notes associated with each claim, and a mixed variety of reports to track workers compensation data. In addition, training is provided to agency staff so that staff can fully utilize the features set up for employers. Further, with this system, staff will be able to streamline the paperwork submitted and ICS will officially complete the required 5020 form based on the data provided in the incident report.
- ICS recently scored 99.7% on a claims audit conducted by a third-party auditor.
- ICS has a strong customer service philosophy, and past areas of concern have been addressed and show significant improvement with new examiner.
- ICS's fees were reasonable and considerably less than the fees charged by the other TPA firm that submitted a proposal. Gilroy will continue to achieve savings in our medical expenses through the use of flat rate bill review services as well as strong medical case management.
- ICS's staff followed the instructions and provided all of the requested information in a timely manner in the format requested.
- ICS fully complies with the performance standards set by the excess carrier and those have been incorporated into the agreement.
- ICS offers quarterly claims review meetings along with an annual program review process to carefully evaluate claims, develop action plans, and achieve program improvements.
- ICS is the City's current service provider and, therefore, there will be no service disruption or additional work to transition services.

ALTERNATIVES

The City could opt to go with LWP Claims Solutions at the higher rate, however, this is not recommended as there is no identifiable justification for the higher annual rate and there would be considerable staff time and training to covert to a new vendor and claims system. The current TPA agreement expires on June 30, 2024, therefore, a 60-day extension with the current vendor would be needed in order to get things in place with a

new vendor. Gathering additional proposals is not recommended as feedback from the firms that did not submit proposals was due to workload and staffing. As with other specialized and technical positions, recruiting and retaining experienced workers compensation claims examiners is challenging in the current job market.

FISCAL IMPACT/FUNDING SOURCE

These services are funded by the City's Worker's Comp Fund (605). The fiscal impact associated with this agreement is included within the FY 25 adopted budget. FY 25 costs reflect a 4% increase from FY 24 and the other future years in the agreement reflect a 3% increase. The FY 25 budget anticipated an increase in claims administration costs and the recommended agreement is slightly below the amount budgeted.

NEXT STEPS

With Council approval of an Agreement for Services with Innovative Claims Solutions, Inc., the City Administrator will execute the agreement on behalf of the City.



City of Gilroy

STAFF REPORT

Agenda Item Title: **Adopt a Resolution of the City Council of the City of Gilroy Setting the Tax Rate for Fiscal Year 2024-25 (FY25) for the Gilroy Community Library Project Bonds**

Meeting Date: June 3, 2024
 From: Jimmy Forbis, City Administrator
 Department: Finance
 Submitted By: Harjot Sangha, Finance Director
 Prepared By: Harjot Sangha, Finance Director

STRATEGIC PLAN GOALS

Develop a Financially Resilient Organization

RECOMMENDATION

Adopt a resolution of the City Council of the City of Gilroy setting the tax rate for Fiscal Year 2024-25 with respect to the general obligation bonds for the Gilroy Community Library Project.

BACKGROUND

On November 4, 2008, the voters of the City of Gilroy approved ballot Measure F for the construction of public library improvements adjacent to City Hall. Measure F provided for the authorization to issue general obligation bonds for up to \$37 million. It was anticipated that the authorization would be split between two series of bonds. The first series was issued in May 2009, and the second series was issued in August 2010.

There is \$3 million remaining in unissued authorization available to the City for future use. The city has spent the majority of both the Series A and Series B bond proceeds on the construction of the new library and other library facility improvements. There is approximately \$5 million remaining of the bond proceeds.

The bonds were refinanced in FY20 (2019 Series A and 2019 Series B) to take advantage of the low-interest rate environment. The refinancing saved property owners'

interest costs since the refinancing included a lower interest rate on the principal, thus lowering the required levy rate.

As of June 1, 2024, the outstanding principal balance on Series A is \$7.0 million and is expected to mature in February 2039. As of June 1, 2024, the outstanding principal balance on Series B is \$15.5 million and is expected to mature in February 2040.

ANALYSIS

Staff recommends the FY25 tax rate of \$0.013 per \$100 of assessed valuation, which represents a tax of approximately \$13 per \$100,000 of assessed valuation (after applicable homeowner exemptions). As the assessed valuations of properties increase over time, the ad valorem tax rate for the library bond will decrease. The prior year's rate was \$0.015 per \$100.

FISCAL IMPACT/FUNDING SOURCE

Adopting the tax rate for FY25 will slightly decrease the levy amount for taxpayers from the prior year.

Attachments:

1. Fiscal Year 2024-25 Levy Resolution

RESOLUTION NO. 2024-XX**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GILROY SETTING THE TAX RATE FOR FISCAL YEAR
2024-2025 WITH RESPECT TO GENERAL OBLIGATION
BONDS FOR THE GILROY COMMUNITY LIBRARY
PROJECT**

WHEREAS, more than two-thirds of the electors voting at a special municipal election held on November 4, 2008, voted for a proposition authorizing the issuance by the City of general obligation bonds in the aggregate principal amount of \$37,000,000 (the “Bonds”) for the purpose of providing funds for the acquisition, construction, and improvement of public library facilities; and

WHEREAS, the City has previously issued the initial series of the Bonds in the aggregate principal amount of \$10,500,000 on May 5, 2009, and the second series of the Bonds in the aggregate principal amount of \$23,500,000 on August 3, 2010; and

WHEREAS, the City approved the refinancing of the two series of bonds on May 20, 2019 (providing for a reduction in bond debt service starting in tax collection year 2019/20) with the issuance of the 2019 Refunding General Obligation Bonds; and

WHEREAS, pursuant to Section 43632 of the California Government Code, the City Council is required annually to levy and collect a tax sufficient to pay the principal of and interest on the Bonds coming due and payable before the proceeds of a tax levied at the next general tax levy will be available; and

WHEREAS, the City has determined that in order to provide sufficient funds to pay the principal of and interest on the Bonds coming due and payable on February 1, 2025, and August 1, 2025, it is necessary to levy a tax upon all taxable property in the City at the rate of 0.0130% of assessed valuation, based on the estimated assessed values for all rolls (secured, unsecured and utility) for fiscal year 2024-2025.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gilroy as follows:

Section 1. Levy of Tax. The City Council hereby determines that the tax rate necessary to pay the principal of and interest on the Bonds coming due and payable on February 1, 2025, and August 1, 2025, is 0.0130% of the assessed valuation, and such tax rate shall be and is hereby levied in accordance with all applicable requirements of law.

Section 2. Collection of Tax. The Finance Director is hereby directed to forward a copy of this Resolution to the Auditor-Controller of Santa Clara County, and to the Board of Supervisors of the County, and to take such actions and execute such documents as may be required to cause the tax rate set forth in Section 1 to be placed on the 2024-2025 property tax bill and collected by the County.

Section 3. Application of Tax. As provided in Section 43634 of the California Government Code, all taxes levied pursuant to this Resolution shall be used only for payment of the Bonds and the interest thereon.

Section 4. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Gilroy on this 3rd day of June 2024 by the following roll call vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

APPROVED:

Marie Blankley, Mayor

ATTEST:

Beth Minor, Interim City Clerk



City of Gilroy

STAFF REPORT

Agenda Item Title: Approval of a Memorandum of Understanding among Local Public Agencies in Santa Clara County for the Countywide Food Recovery Program

Meeting Date: June 3, 2024

From: Jimmy Forbis, City Administrator

Department: Public Works

Submitted By: Heba El-Guindy, Public Works Director

Prepared By: Tanya Carothers, City Representative

STRATEGIC PLAN GOALS

Not Applicable

RECOMMENDATION

Approve the attached Memorandum of Understanding (MOU) and Authorize the City Administrator to execute this MOU that will allow the City to participate in the Santa Clara County Food Recovery Program (Food Recovery Program) for California Senate Bill 1383 compliance.

EXECUTIVE SUMMARY

The purpose of this staff report is to provide the City Council with an opportunity to enter into an MOU (Attachment 1) that will allow ongoing long-term City participation in the Countywide Food Recovery Program.

BACKGROUND

California Senate Bill 1383 (SB 1383) was adopted in 2016 and sets goals to reduce disposal of organic waste in landfills in an effort to decrease greenhouse gas emissions and address food insecurity. While 9.2 million Californians experienced food insecurity in 2020, California sends 11.2 billion pounds of food to landfills annually, some of which is still fresh enough to have been recovered to feed people in need. To avoid disposal of edible food, the Department of Resources Recycling and Recovery (CalRecycle) developed regulations requiring jurisdictions to establish food recovery programs that

recover the maximum amount of edible food that would otherwise be sent to landfills and use the recovered food to feed people in need. The following types of businesses are edible food generators which are covered by SB 1383 and therefore are required to arrange for food recovery: wholesale food vendors, food service providers and distributors, grocery stores over 10,000 square feet, supermarkets, restaurants over 5,000 square feet, hotels with 200 or more rooms and on-site food facilities, local education agencies with on-site food facilities, large venues/events, and health facilities with at least 100 beds and on-site food facilities. An overview of the Countywide Food Recovery Program is provided under the attached Exhibit A.

In 2021 the Santa Clara County Recycling and Waste Reduction Commission (RWRC) Technical Advisory Committee (TAC) entered into an agreement with Joint Venture Silicon Valley (JVSV) to develop and manage the Santa Clara County Food Recovery Program (attached Exhibit B). This Countywide Food Recovery Program conducts the necessary tasks for SB 1383 compliance including outreach to covered edible food generators, inspections and Program monitoring, connecting businesses with food recovery organizations, and gathering the required data for reporting back to CalRecycle.

During Fiscal Years 2021/22 and 2022/23, the Food Recovery Program was funded using countywide solid waste planning fees. In Fiscal Year 2023/24, an MOU among the local public agencies in Santa Clara County (attached Exhibit C) was developed to fund the costs of the Countywide Food Recovery Program to satisfy SB 1383 requirements for a period of one year through jurisdictional contributions. The one-year MOU was intended to provide time for participating agencies to evaluate and establish a long-term funding mechanism for the Program.

In Fiscal Year 2023/24, the TAC drafted the currently proposed long-term MOU (Attachment 1) that will become effective on July 1st, 2024. This long-term MOU is modeled off of the 2023/24 short-term MOU and extends the commitment of jurisdictions to continue participation in the Countywide Food Recovery Program through submittal of annual contributions to the Program. The long-term MOU and its terms will remain in effect in perpetuity unless terminated by the TAC through a formal voting process. The long-term MOU will be managed by the RWRC TAC County Fiscal Agent and by the City of Morgan Hill in its capacity as CSWS Administrator and Contracting Agent.

ANALYSIS

The cross-jurisdictional nature of food recovery operations lends itself to a shared countywide program that enables participating agencies to take advantage of economies of scale. A shared Food Recovery Program also benefits businesses and recipients of recovered food because it results in consistent compliance expectations and consistent recovered food availability systems across the region. Participating in this Program is a dependable and efficient way to comply with SB 1383 requirements for City implementation of a Food Recovery Program.

ALTERNATIVES

City Council could decide not to approve the Countywide Food Recovery Program MOU and direct staff to further evaluate the provision of an individual food recovery program. Because there is not currently a viable alternative to the established Countywide Program, this would likely result in non-compliance with the requirements of SB 1383 while the City evaluates alternative approaches.

FISCAL IMPACT/FUNDING SOURCE

The long-term Food Recovery Program MOU will become effective starting July 1, 2024. In Fiscal Years 25 and 26, the City's share of the Food Recovery Program costs will be \$14,523 and \$17,413, respectively. These costs will be fully covered by funds from Round 4 of the SB 1383 Local Assistance Program (LAP) Grant. The City of Morgan Hill was designated as the lead on this partnered LAP Grant and as such is managing the grant funds. Therefore, the City's payment to the Food Recovery Program for Fiscal Years 25 and 26 will be made by the City of Morgan Hill on behalf of the City of Gilroy.

For long-term participation and compliance (beyond Fiscal Year 2025/26), the City of Gilroy will seek grant funds in order to cover costs related to compliance activities required under Local, Regional, State or Federal permits, laws, and/or regulations for collection and/or management of solid waste. Since the Food Recovery Program is required as part of SB 1383 compliance to divert edible food from landfills, the City could also consider requesting implementation funds at the beginning of each fiscal year under the Franchise Agreement for solid waste collection services. Alternatively, the City could utilize General Fund discretionary dollars to fund participation in the Countywide Food Recovery Program if other funding sources are not possible.

PUBLIC OUTREACH

Currently, community engagement on the Countywide Food Recovery Program is carried out by the Joint Venture Silicon Valley (JVSV) that manages the Program. JVSV completes education and outreach to local businesses on behalf of all participating jurisdictions to engage on food recovery requirements under SB 1383, and provides support tools including web-based information, webinars, peer-to-peer learning opportunities, small infrastructure grants, and other initiatives.

NEXT STEPS

Subject to City Council approval, the City Administrator will execute the MOU for participation in the Countywide Food Recovery Program.

Attachments:

1. Food Recovery Program FINAL RWRC MOU

2. Exhibit A to MOU – Food Recovery Program Overview
3. Exhibit B to MOU - TAC 2013 MOA Executed
4. Exhibit C to MOU - 2023-24 Short Term MOU

**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, Article 1, 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 ninety (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

Date: _____

Approval as to form, Cupertino City
Attorney

Date: _____

City of Gilroy- City Manager

Date: _____

Approval as to form, Gilroy City
Attorney

Date: _____

City of Los Altos – City Manager

Date: _____

Town of Los Altos Hills – Assistant to the
Town Manager

Date: _____

City of Milpitas – City Manager

Date: _____

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

Date: _____

City of Mountain View- Acting Public
Works Director

Date: _____

Approval as to form, Los Altos City
Attorney

Date: _____

Approval as to form, Los Altos Hills
Town Attorney

Date: _____

Approval as to form, Milpitas City
Attorney

Date: _____

Approval as to form, Morgan Hill City
Attorney

Date: _____

City of Mountain View – Finance and
Administrative Services Director

Date: _____

City of Mountain View- City Manager

Date: _____

City of Mountain View-Assistant City Clerk

Date: _____

City of Palo Alto – City Manager

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: _____

City of Santa Clara - City Manager

Date: _____

Approval as to form, Mountain View Senior Assistant City Attorney

Date: _____

Approval as to form, Palo Alto Assistant City Attorney

Date: _____

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

Date: _____

Approval as to form, Santa Clara City Attorney

Date: _____

City of Sunnyvale – City Manager

Date: _____

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

Date: _____

City of San José

Date: _____

Approval as to form, Sunnyvale Interim
City Attorney

Date: _____

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

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.

EXHIBIT B

10.1

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

TAC MEMORANDUM OF AGREEMENT

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:

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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.

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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,

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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

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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

TAC MEMORANDUM OF AGREEMENT

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).

TAC MEMORANDUM OF AGREEMENT

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.

TAC MEMORANDUM OF AGREEMENT

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

TAC MEMORANDUM OF AGREEMENT

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

TAC MEMORANDUM OF AGREEMENT

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

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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.

TAC MEMORANDUM OF AGREEMENT

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.

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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

TAC MEMORANDUM OF AGREEMENT

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 40000 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

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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.

TAC MEMORANDUM OF AGREEMENT

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: *Ken Yeager*

PRESIDENT Board of Supervisors

KEN YEAGER

APPROVED AS TO FORM:

By: *M. B. [Signature]* 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
Lynn Regadanz, Clerk
Board of Supervisors

TAC MEMORANDUM OF AGREEMENT

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: _____
Chair, Board of Supervisors

By: _____
Deputy County Counsel

ATTEST:

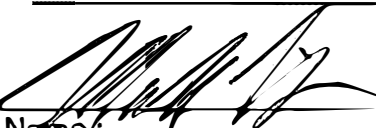
Date: _____

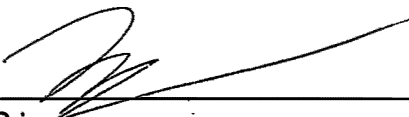
By: _____

CITY OF CAMPBELL

Date: July 17, 2013

APPROVED AS TO FORM:

By: 
Name: Mark Linder
Title: City Manager

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

CITY OF _____

Date: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

TAC MEMORANDUM OF AGREEMENT

CITY OF CAMPBELL

Date: _____

APPROVED AS TO FORM:

By: _____

By: _____

Name: Mark Linder

Name: _____

Title: City Manager

Title: City Attorney

CITY OF CUPERTINO

Date: 8/28/13

APPROVED AS TO FORM:

By: Carol Atwood forBy: Melissa Thompson

Name: David Brandt

Name: Melissa Thompson

Title: City Manager

for Title: City Attorney

CITY OF GILROY

Date: _____

APPROVED AS TO FORM:

By: _____

By: _____

Name: Thomas Haglund

Name: _____

Title: City Administrator

Title: City Attorney

CITY OF LOS ALTOS

Date: _____

APPROVED AS TO FORM:

By: _____

By: _____

Name: Marcia Somers

Name: _____

Title: City Manager

Title: _____

TOWN OF LOS ALTOS HILLS

Date: _____

APPROVED AS TO FORM:

By: _____

By: _____

Name: Carl Cahill

Name: _____

Title: City Manager

Title: Town Attorney

TAC MEMORANDUM OF AGREEMENT

CITY OF CAMPBELL

Date: _____

APPROVED AS TO FORM:

By: _____

By: _____

Name: Mark Linder

Name: _____

Title: City Manager

Title: City Attorney

CITY OF CUPERTINO

Date: _____

APPROVED AS TO FORM:

By: _____

By: _____

Name: David Brandt

Name: _____

Title: City Manager

Title: City Attorney

CITY OF GILROY

Date: 10/7/2013 10/7/2013

APPROVED AS TO FORM:

By: _____

By: _____

Name: Thomas Haglund

Name: LINDA A. CALLON

Title: City Administrator

Title: City Attorney

ATTEST:

CITY OF LOS ALTOS

Date: _____

City Clerk
APPROVED AS TO FORM:

By: _____

By: _____

Name: Marcia Somers

Name: _____

Title: City Manager

Title: _____

TOWN OF LOS ALTOS HILLS

Date: _____

APPROVED AS TO FORM:

By: _____

By: _____

Name: Carl Cahill

Name: _____

Title: City Manager

Title: Town Attorney

TAC MEMORANDUM OF AGREEMENT

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: _____
Chair, Board of Supervisors

By: _____
Deputy County Counsel

ATTEST:

Date: _____

By: _____

CITY OF LOS ANGELES

Date: 7-9-13

APPROVED AS TO FORM:

By: Marcia Somers
Name : MARCIA SOMERS
Title: CITY MANAGER

By: Jolie Houston
Name : Jolie Houston
Title: CITY ATTORNEY

CITY OF _____

Date: _____

APPROVED AS TO FORM:

By: _____
Name : _____
Title: _____

By: _____
Name : _____
Title: _____

TAC MEMORANDUM OF AGREEMENT

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: _____
Chair, Board of Supervisors

By: _____
Deputy County Counsel

ATTEST:

Date: _____

By: _____

CITY OF LOS ALTOS HILLS

Date: 10/14/2013

APPROVED AS TO FORM:

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

By: Steve Mattas
Name: Steve Mattas
Title: City Attorney

CITY OF _____

Date: _____

APPROVED AS TO FORM:

By: _____
Name : _____
Title: _____

By: _____
Name : _____
Title: _____

TAC MEMORANDUM OF AGREEMENT

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: _____
Chair, Board of Supervisors

By: _____
Deputy County Counsel

ATTEST:

Date: _____

By: _____

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

Date: 7/1/17

APPROVED AS TO FORM:

By: [Signature]
Name: Gary Larson
Title: Town Manager

By: [Signature]
Name: Judith J. Propp
Title: Town Attorney

CITY OF _____

Date: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

TAC MEMORANDUM OF AGREEMENT

Title: City Manager

Title: Town Attorney

TOWN OF LOS GATOS

Date: _____

APPROVED AS TO FORM:

By: _____

By: _____

Name: Greg Larson

Name: _____

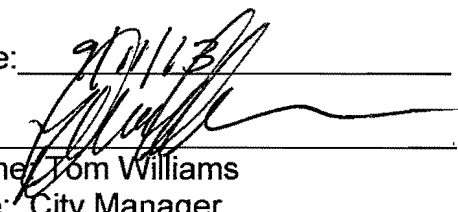
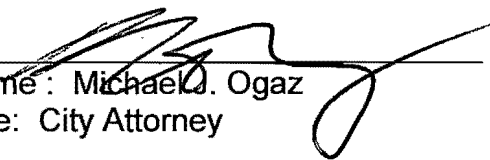
Title: Town Manager

Title: Town Attorney

CITY OF MILPITAS

Date: 9/11/13

APPROVED AS TO FORM:

By: By: 

Name: Tom Williams

Name: Michael J. Ogaz

Title: City Manager

Title: City Attorney

CITY OF MONTE SERENO

Date: _____

APPROVED AS TO FORM:

By: _____

By: _____

Name: Brian Loventhal

Name: _____

Title: City Manager

Title: _____

CITY OF MORGAN HILL

Date: _____

APPROVED AS TO FORM:

By: _____

By: _____

Name: Steve Rymer

Name: _____

Title: City Manager

Title: City Attorney

TAC MEMORANDUM OF AGREEMENT

TOWN OF LOS GATOS

Date: _____

APPROVED AS TO FORM:

By: _____

By: _____

Name: Greg Larson

Name: _____

Title: Town Manager

Title: Town Attorney

CITY OF MILPITAS

Date: _____

APPROVED AS TO FORM:

By: _____

By: _____

Name: Tom Williams

Name: Michael J. Ogaz

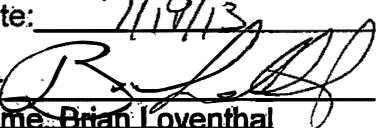
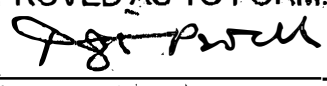
Title: City Manager

Title: City Attorney

CITY OF MONTE SERENO

Date: 7/19/13

APPROVED AS TO FORM:

By: By: 

Name: Brian Loventhal

Name: Kirsten Powell

Title: City Manager

Title: City Attorney

CITY OF MORGAN HILL

Date: _____

APPROVED AS TO FORM:

By: _____

By: _____

Name: Steve Rymer

Name: _____

Title: City Manager

Title: City Attorney

TAC MEMORANDUM OF AGREEMENT

TOWN OF LOS GATOS

Date: _____

APPROVED AS TO FORM:

By: _____

Name: Greg Larson

Title: Town Manager

By: _____

Name: _____

Title: Town Attorney

CITY OF MILPITAS

Date: _____

APPROVED AS TO FORM:

By: _____

Name: Tom Williams

Title: City Manager

By: _____

Name: Michael J. Ogaz

Title: City Attorney

CITY OF MONTE SERENO

Date: _____

APPROVED AS TO FORM:

By: _____

Name: Brian Loventhal

Title: City Manager

By: _____

Name: _____

Title: _____

CITY OF MORGAN HILL

Date: 10/1/13

APPROVED AS TO FORM:

By: [Signature]

Name: Steve Rymer

Title: City Manager

By: [Signature]Name: René Guzmán

Title: City Attorney

Resolution No: 6638

TAC MEMORANDUM OF AGREEMENT

CITY OF MOUNTAIN VIEW

Date: 7-24-13By: 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

TAC MEMORANDUM OF AGREEMENT

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: 7.31.13By: [Signature]

Name: James Keene

Title: City Manager

APPROVED AS TO FORM:

By: [Signature]Name: Cara Silver

Title: City Attorney

CITY OF SAN JOSE

Date: _____

By: _____

Name: Norberto Dueñas

Title: Deputy City Manager

APPROVED AS TO FORM:

By: _____

Name: Rosa Tsongtaarii

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

TAC MEMORANDUM OF AGREEMENT

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

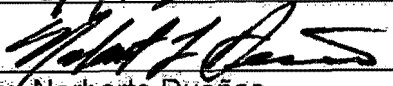
APPROVED AS TO FORM:

By: _____

Name: _____

Title: City Attorney

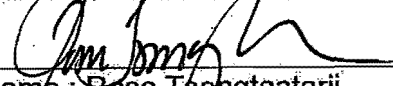
CITY OF SAN JOSE

Date: 8/1/13By: 

Name: Norberto Dueñas

Title: Deputy City Manager

APPROVED AS TO FORM:

By: 

Name: Rosa Tsongtaatarji

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

TAC MEMORANDUM OF AGREEMENT

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: _____

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

AYES: *[Signature]*
 City Clerk

TAC MEMORANDUM OF AGREEMENT

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:

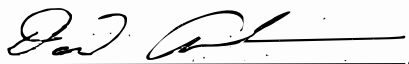
By: _____

Name: Richard E. Nosky, Jr.

Title: City Attorney

CITY OF SARATOGA

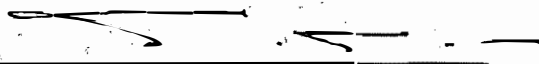
Date: 7-25-2013

By: 

Name: Dave Anderson

Title: City Manager

APPROVED AS TO FORM:

By: 

Name: Richard Taylor

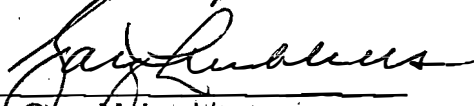
Title: City Attorney

TAC MEMORANDUM OF AGREEMENT

CITY OF SUNNYVALE

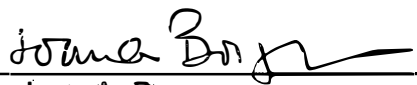
Date: 7/22/13

APPROVED AS TO FORM:

By: 

Name: Gary M. Luebbers

Title: City Manager

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

TAC MEMORANDUM OF AGREEMENT

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.

TAC MEMORANDUM OF AGREEMENT

- 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

TAC MEMORANDUM OF AGREEMENT

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.

TAC MEMORANDUM OF AGREEMENT

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.

TAC MEMORANDUM OF AGREEMENT

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.

TAC MEMORANDUM OF AGREEMENT

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.

TAC MEMORANDUM OF AGREEMENT

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

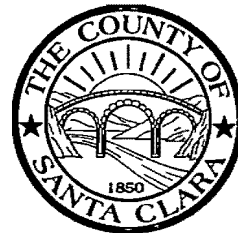
Department of Agriculture and Environmental Management
Recycling and Waste Reduction Division

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.

EXHIBIT C

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.

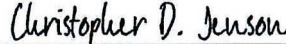
SECTION 17. GOVERNING LAW, VENUE

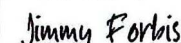
This MOU has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this MOU shall be in the County of Santa Clara.

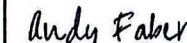
IN WITNESS OF, the Parties have executed the MOU as of the last date set forth below:

DocuSigned by:

 AA92FF3291C743B
 City of Cupertino - City Manager
 Date: 5/2/2023

DocuSigned by:

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 Approval as to form, Cupertino
 Date: 5/1/2023

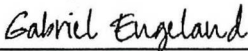
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 City of Gilroy - City Manager
 Date: 5/2/2023

DocuSigned by:

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 Approval as to form, Gilroy
 Date: 5/4/2023

DocuSigned by:

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 Date: 5/1/2023

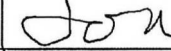
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City of Los Altos - City Manager

Date: 5/1/2023

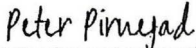
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Approval as to form, Los Altos

Date: 5/1/2023

DocuSigned by:



Town of Los Altos Hills - Town Manager

Date: 5/1/2023

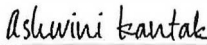
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Approval as to form, Los Altos Hills

Date: 5/19/2023

DocuSigned by:



City of Milpitas - City Manager / ACTING

Date: 5/10/2023

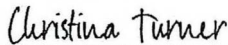
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Approval as to form, Milpitas

Date: 5/1/2023

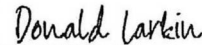
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City of Morgan Hill - City Manager

Date: 5/5/2023

DocuSigned by:



Approval as to form, Morgan Hill

Date: 5/1/2023

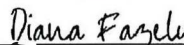
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City of Mountain View - City Manager

Date: 5/5/2023

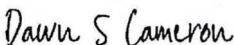
DocuSigned by:



Approval as to form, Mountain View

Date: 5/3/2023

DocuSigned by:



City of Mountain View - Public Works Director

Date: 5/1/2023

DocuSigned by:



City of Mountain View - Finance/

Administrative Services Director

Date: 5/2/2023



City of San Jose - City Manager

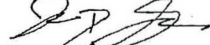
Date: 5/26/2023



Approval as to form, San Jose

Date: 6/1/2023

DocuSigned by:



City of Santa Clara - City Manager

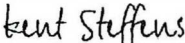
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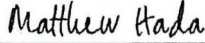
Approval as to form, Santa Clara (City)

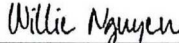
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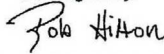
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City of Sunnyvale - City Manager
Date: 5/2/2023

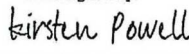
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Approval as to form, Sunnyvale
Date: 5/1/2023

DocuSigned by:

County of Santa Clara - Director of Procurement
Date: 5/1/2023

DocuSigned by:

Approval as to form, Santa Clara County
Date: 5/1/2023

DocuSigned by:

West Valley Solid Waste Management
Authority - President
Date: 5/1/2023

DocuSigned by:

Approval as to form, West Valley Solid
Waste Management Authority
Date: 5/8/2023

DocuSigned by:

City of Palo Alto - City Manager
Date: 5/5/2023

DocuSigned by:

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.

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.

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.

Certificate Of Completion

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Status: Completed

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Source Envelope:

Document Pages: 9

Signatures: 27

Envelope Originator:

Certificate Pages: 12

Initials: 0

City Clerk's Office

AutoNav: Enabled

17575 Peak Ave

Envelope Stamping: Enabled

Morgan Hill, CA 95037

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

cityclerk@morganhill.ca.gov

IP Address: 152.44.239.118

Record Tracking

Status: Original

Holder: City Clerk's Office

Location: DocuSign

5/1/2023 9:56:15 AM

cityclerk@morganhill.ca.gov

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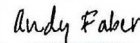
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Signer Events

Andy Faber

andy.faber@berliner.com

City Attorney

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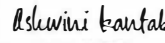
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Ashwini Kantak

akantak@milpitas.gov

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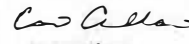
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Caio Arellano

caio.arellano@cityofpaloalto.org

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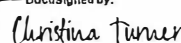
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Christina Turner

christina.turner@morganhill.ca.gov

City Manager

City of Morgan Hill

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Signer Events

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Christopher D. Jenson
christopherj@cupertino.org
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Signature

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Dawn S Cameron
dawn.cameron@mountainview.gov
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Derek Rampone
derek.rampone@mountainview.gov
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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
45E8F0273EA2464...

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

Ed Shikada
ed.shikada@cityofpaloalto.org
Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
Ed Shikada
F2DCA19CC804F9...

Signature Adoption: Pre-selected Style
Using IP Address: 199.33.32.254

Timestamp

Sent: 5/1/2023 11:08:53 AM
Viewed: 5/3/2023 11:01:32 AM
Signed: 5/5/2023 9:56:54 AM

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...

Signature Adoption: Pre-selected Style
Using IP Address: 98.248.50.11

Sent: 5/1/2023 11:08:42 AM
Viewed: 5/1/2023 8:37:12 PM
Signed: 5/1/2023 8:37:25 PM

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
FAB70CFFD9254E3...

Signature Adoption: Pre-selected Style
Using IP Address: 71.93.228.96

Sent: 5/1/2023 11:08:41 AM
Viewed: 5/2/2023 10:43:36 PM
Signed: 5/2/2023 10:43:53 PM

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:
Jolie Houston
0B31E7C58B41464...

Signature Adoption: Pre-selected Style
Using IP Address: 68.121.158.241

Sent: 5/1/2023 11:08:45 AM
Viewed: 5/1/2023 11:54:20 AM
Signed: 5/1/2023 11:54:44 AM

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:
Jovan D. Grogan
5EAD88DED5C343A...

Signature Adoption: Drawn on Device
Using IP Address: 172.58.88.157
Signed using mobile

Sent: 5/1/2023 11:08:49 AM
Viewed: 5/5/2023 7:45:07 AM
Signed: 5/7/2023 11:56:55 AM

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
0C91E813C0A345F...

Signature Adoption: Pre-selected Style
Using IP Address: 198.94.221.66

Sent: 5/1/2023 11:08:48 AM
Viewed: 5/2/2023 8:36:02 PM
Signed: 5/2/2023 9:33:31 PM

Electronic Record and Signature Disclosure:

Signer Events

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)

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)

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)

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)

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)

Electronic Record and Signature Disclosure:

Accepted: 5/1/2023 3:19:26 PM
ID: cc4c3433-1741-4297-a0fe-337910c7d908

Signature

DocuSigned by:
Kimbra McCarthy
253F6B1B90FA4AB...

Signature Adoption: Pre-selected Style
Using IP Address: 104.9.124.184
Signed using mobile

DocuSigned by:
Kirsten Powell
00F15E0E71244B4...

Signature Adoption: Pre-selected Style
Using IP Address: 73.63.184.160
Signed using mobile

DocuSigned by:
Luis M. Haro
0980184AB84C4B7...

Signature Adoption: Pre-selected Style
Using IP Address: 38.99.114.1

DocuSigned by:
Matthew Hada
CEA090A27EB84EA...

Signature Adoption: Pre-selected Style
Using IP Address: 146.74.1.98

DocuSigned by:
[Signature]
71850037D770F8F8...

Signature Adoption: Uploaded Signature Image
Using IP Address: 50.59.22.2

Timestamp

Sent: 5/1/2023 11:09:04 AM
Viewed: 5/5/2023 7:14:02 AM
Signed: 5/5/2023 7:16:33 AM

Sent: 5/1/2023 11:08:59 AM
Viewed: 5/8/2023 8:30:54 AM
Signed: 5/8/2023 8:31:40 AM

Sent: 5/1/2023 11:08:52 AM
Viewed: 5/1/2023 1:21:38 PM
Signed: 5/22/2023 12:39:39 PM

Sent: 5/1/2023 11:09:03 AM
Viewed: 5/1/2023 11:35:37 AM
Signed: 5/1/2023 11:35:53 AM

Sent: 5/1/2023 11:08:51 AM
Viewed: 5/1/2023 3:19:26 PM
Signed: 5/1/2023 3:21:21 PM

Signer Events

Pamela Wu
 pamelaw@cupertino.org
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 AA92FF3291C7438...

Signature Adoption: Pre-selected Style
 Using IP Address: 64.165.34.3

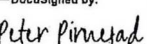
Timestamp

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:

 7138697393344A2...

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
 rmooon@sunnyvale.ca.gov
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 4D04B6485114497...

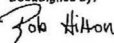
Signature Adoption: Pre-selected Style
 Using IP Address: 98.37.126.212

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
 rhilton@hfh-consultants.com
 President
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 4A0B27640FF14B1...

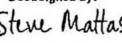
Signature Adoption: Pre-selected Style
 Using IP Address: 24.6.115.57

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:

 6347662C4B394C0...

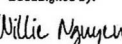
Signature Adoption: Pre-selected Style
 Using IP Address: 174.197.76.94

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:

 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 Accepted: 5/1/2023 11:10:41 AM ID: a500d164-6f76-4e97-a568-7cded4a68632	Signature	Timestamp
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 Brad Eggleston brad.eggleston@cityofpaloalto.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Status COPIED	Timestamp 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

Ivan Carmona-Torres

ivan.carmonatorres@morganhill.ca.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jennifer Cutter

jennifer.cutter@mountainview.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Laura Lo

laura.lo@mountainview.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Myvan Khuu-Seeman

mkhuuseeman@milpitas.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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 11:08:46 AM

COPIED

Sent: 5/1/2023 11:08:58 AM

Viewed: 5/1/2023 11:12:26 AM

COPIED

Sent: 5/1/2023 11:08:52 AM

Viewed: 5/1/2023 11:28:24 AM

COPIED

Sent: 5/1/2023 11:08:56 AM

COPIED

Sent: 5/1/2023 11:08:47 AM

COPIED

Sent: 5/1/2023 11:08:57 AM

Viewed: 5/1/2023 3:57:39 PM

COPIED

Sent: 5/1/2023 11:08:54 AM

Viewed: 5/22/2023 12:41:10 PM

COPIED

Sent: 5/1/2023 11:08:55 AM

Carbon Copy Events

Sarina Revillar

srevillar@losaltoshills.ca.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign**Status****COPIED****Timestamp**

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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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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