### 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:

<u>Authority</u>: 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.

<u>Due Execution</u>: 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:

Panela Wu	Christopher D. Jenson
City Of Cupertino - City Manager Date: 5/2/2023	Approvar as to form, Cupertino Date: 5/1/2023
Date:	DocuSigned by:
Jimmy Forbis	Approval as to form, Gilroy
City of Gilroy - City Manager  Date: 5/2/2023	Date: $\frac{5}{4}$ 2023 5/1/2023

— DocuSigned by:	DocuSigned by:
Gabriel Engeland	John
City of Los Altos - City Manager	Approval as to form, Los Altos
Date: 5/1/2023	Date: 5/1/2023
DocuSigned by:	DocuSigned by:
Peter Pinneyad	Steve Mattas
Town of Los Altos Hills - Town Manager	Approval as to form, Los Altos Hills
Date:5/1/2023	Date:5/19/2023
DocuSigned by:	DocuSigned by:
ashwini zantak	749E0D27D7964ED 2 611
City of Minipitas - City Manager / ACTING	Approval as to 160mm; Milpitas
Date: 5/10/2023	Date:5/1/2023
DocuSigned by:	Developed
	DocuSigned by:
Christina Tuner	Vonald Larkin
City of Mofgan Hill - City Manager	Approvat as to form, Morgan Hill
Date:5/5/2023	Date:
DocuSigned by:	DocuSigned by:
Kimbra McCarthy	
City of Mountain View - City Manager	Viana Fazely Approver as the form, Mountain View
Date: 5/5/2023	Date: 5/3/2023
DocuSigned by:	DocuSigned by:
Dawn S Cameron	
City 64 William View - Public Works Director	City of Mountain View - Finance/
Date:5/1/2023	Administrative Services Director
	Date: 5/2/2023
land of a ta	ON OLIMACIA
Sarah zarate	Tollin Very C
City of San Jose - City Manager	Approval as to form, San Jose
Date: 5/26/2023	Date: 6/1/2023
CocuSigned by:	DocuSigned by:
ST ST	Luis M. Haro
City of Santa Chara - City Manager	Approval as to form, Santa Clara (City)
Date: 5/7/2023	Date: 5/22/2023
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kent Steffens	Rebecca Moon
City of Sunnyvale - City Manager	Approval as to form, Sunnyvale
Date: 5/2/2023	Date: 5/1/2023
Matthew Itada	Docusigned by: Willie Nguyen
County of Santa Chara - Director of Procurement	Approval 581876 form, Santa Clara County
Date: 5/1/2023	Date: 5/1/2023
West Valley Solid Waste Management Authority - President Date: 5/1/2023	Approval as to form, West Valley Solid Waste Management Authority Date:
DocuSigned by:	DocuSigned by:
Ed Shikada	Cas Callan
City of Palo Alto - City Manager	Approval as to form, City of Palo Alto
Date: 5/5/2023	Date: 5/11/2023

## **EXHIBIT A**

# **COSTS AND SCOPE OF SERVICES**

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	Initial Local Asst Grant (LAG)	st.	Initial program "pledge"	Ter 1	Ter.2	Total	Base Program Contract Cost (\$133 per		Base Program Contribution (\$133 per	Potential Infrastructure	Enhano	Enhancement
Jurisdictions	Allocation		19% of LAG	Generators	Generators	Generators	generator)	20	generator)	Enhancements	Contribution	bution
Campbell	\$ 55,	55,495	\$ 10,544	11	49	09	\$ 7,980	\$	7,980	\$ 2,564	Ş	2,564
Cupertino	\$ 77,	77,953	\$ 14,811	10	80	06	\$ 11,970	\$ 0	11,970	\$ 2,841	ş	2,841
Gilroy	\$ 75,	75,255	\$ 14,298	- 11	48	59	\$ 7,847	\$ 1	7,847	\$ 6,451	\$	6,451
Los Altos	\$ 41,	41,038	\$ 7,797	7	34	41	\$ 5,453	\$ \$	5,453	\$ 2,344	\$	2,344
Los Altos Hills	\$ 20,	20,000	\$ 3,800	0	2	2	\$ 266	\$ 9	266	\$ 3,534	Ş	3,534
Los Gatos	\$ 41,	41,465	\$ 7,878	10	45	55	\$ 7,315	\$ \$	7,315	\$ 263	\$	563
Milpitas	\$ 100,259	529	\$ 19,049	21	92	113	\$ 15,029	\$ 6	15,029	\$ 4,020	\$	4,020
Monte Sereno	\$ 20,	20,000	\$ 3,800	0	1	1	\$ 133	3 \$	133	<b>299</b> 'E \$	\$	3,667
Morgan Hill	\$ 63,	63,156	\$ 12,000	15	43	28	\$ 7,714	\$ \$	7,714	\$ 4,286	\$	4,286
Mountain View	\$ 109,638	338	\$ 20,831	17	114	131	\$ 17,423	3 \$	17,423	\$ 3,408	\$	3,408
Palo Alto	\$ 89,	89,759	\$ 17,054	7	106	113	\$ 15,029	\$ 6	15,029	\$ 2,025	\$	2,025
San Jose	\$ 1,351,654	554	\$ 256,814	212	787	666	\$ 132,702	\$ 2	132,702	\$ 124,112	\$ 12	124,112
Santa Clara	\$ 172,504	204	\$ 32,776	40	162	202	\$ 26,866	\$ 9	26,866	\$ 5,910	\$	5,910
Saratoga	\$ 41,	41,085	\$ 7,806	2	26	28	\$ 3,724	\$ \$	3,724	\$ 4,082	\$	4,082
Sunnyvale	\$ 202,777	111	\$ 39,368	26	144	170	\$ 22,610	\$ 0	22,610	\$ 16,758	\$ 1	16,758
Unincorporated SCC	\$ 113,337	137	\$ 23,000	13	35	48	\$ 6,384	4 \$	6,384	\$ 16,616	\$ 1	16,616
Totals	\$ 2,575,374	-	\$ 491,627	402	1768	2170	\$ 288,445	\$ 2	288,445	\$ 203,182	\$ 20	203,182
West Valley Cities: FY 23-24 contribution	7 23-24 contri	outio	pepuli su	ov West Valle	ov Solid Was	to Managen	ns funded by West Valley Solid Waste Management Authority	·	19.152		v	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.
- 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) <u>Small Capacity Grants</u>. 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**

Envelope Id: F14D4D1676CD4EFEB52CB1A3240516C7

Subject: Complete with DocuSign: FRP\_SharedCostAgrmt\_MOU\_removed West Valley Cities final\_4sigsMV\_5.1.23.pdf

Source Envelope:

Document Pages: 9

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Signatures: 27

Initials: 0

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Morgan Hill, CA 95037 cityclerk@morganhill.ca.gov IP Address: 152.44.239.118

### **Record Tracking**

Status: Original

5/1/2023 9:56:15 AM

Security Appliance Status: Connected Storage Appliance Status: Connected

Holder: City Clerk's Office

cityclerk@morganhill.ca.gov

Pool: StateLocal

Pool: City of Morgan Hill

Location: DocuSign

Location: DocuSign

### Signer Events

Andy Faber

andy.faber@berliner.com

City Attorney

Security Level: Email, Account Authentication

(None)

### Signature

Docusigned by:

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

### **Timestamp**

Sent: 5/1/2023 11:08:40 AM Viewed: 5/4/2023 2:33:49 PM Signed: 5/4/2023 2:34:21 PM

### **Electronic Record and Signature Disclosure:**

Accepted: 5/4/2023 2:33:49 PM

ID: 019fde0b-2610-414b-b6c6-f1cdbd3fbdb8

Ashwini Kantak

akantak@milpitas.gov

Security Level: Email, Account Authentication

(None)

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Signature Adoption: Pre-selected Style

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Accepted: 5/10/2023 10:15:19 AM

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Caio Arellano

caio.arellano@cityofpaloalto.org

Security Level: Email, Account Authentication

(None)

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Signature Adoption: Uploaded Signature Image

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### Electronic Record and Signature Disclosure:

Accepted: 5/11/2023 6:02:19 AM

ID: b8fef4c7-5026-4fad-93f9-5c1501443e4c

Christina Turner

christina.turner@morganhill.ca.gov

City Manager City of Morgan Hill

Security Level: Email, Account Authentication

(None)

— Docusigned by: Christina Turner — 6D0188AF549944D...

Signature Adoption: Pre-selected Style Using IP Address: 107.115.112.18

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Accepted: 5/5/2023 5:52:03 AM ID: de0d7e7d-5dcf-41b1-a264-c221890ae38b

Christopher D. Jenson christopherj@cupertino.org Security Level: Email, Account Authentication (None) Signature

Christopher D. Jenson 4EA6B27CD2B74E4...

Signature Adoption: Pre-selected Style Using IP Address: 136.24.22.194

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Accepted: 5/1/2023 11:16:38 AM ID: 1b0621ee-947f-4d4e-9466-6edb7d3f2f06

Dawn S Cameron dawn.cameron@mountainview.gov Security Level: Email, Account Authentication (None) Dawn S Cameron
43104C48F33C49F...

Signature Adoption: Pre-selected Style Using IP Address: 38.99.34.33

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Accepted: 5/1/2023 4:53:11 PM ID: 3be33e4c-c54b-407a-a33e-0c220c19193c

Derek Rampone derek.rampone@mountainview.gov Security Level: Email, Account Authentication (None)

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Signature Adoption: Drawn on Device Using IP Address: 38.99.34.33

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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)

Diana Fazyly
7FF9A7208CBB4D1...

Signature Adoption: Pre-selected Style Using IP Address: 73.189.195.168

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ID: 274e1052-6eb2-41dc-abdb-7e1a7fc9dc69

Donald Larkin@morganhill.ca.gov
City Attorney/Risk Manager
Security Level: Email, Account Authentication
(None)

Donald Larkin 45E6F0273EA2464...

Signature Adoption: Pre-selected Style Using IP Address: 71.93.229.68

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Electronic Record and Signature Disclosure:

Accepted: 5/1/2023 11:15:41 AM ID: 9330dec4-8ed0-4b73-b974-f34f502102bc

Ed Shikada

ed.shikada@cityofpaloalto.org

Security Level: Email, Account Authentication

(None)

### Signature

—Docusigned by: Ed Skikada

-F2DCA19CCC8D4F9...

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

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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

—1221E448CC844E8

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

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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 \_fab70cff09254E3...

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

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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

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Jovan D. Grogan

jgrogan@santaclaraca.gov

Security Level: Email, Account Authentication

(None)

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

Electronic Record and Signature Disclosure: Accepted: 5/5/2023 7:45:07 AM

ID: 5e9934b0-786a-4665-8462-3e1f503a84ca

Kent Steffens

ksteffens@sunnyvale.ca.gov

Security Level: Email, Account Authentication

(None)

- DocuSigned by:

kent Steffens

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

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Electronic Record and Signature Disclosure:

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) Signature

**Timestamp** 

Kimbra McCastby
253F6B1B9DFA4AB...

Signature Adoption: Pre-selected Style Using IP Address: 104.9.124.184 Signed using mobile Sent: 5/1/2023 11:09:04 AM Viewed: 5/5/2023 7:14:02 AM Signed: 5/5/2023 7:16:33 AM

Electronic Record and Signature Disclosure: Accepted: 5/5/2023 7:14:02 AM

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) Eirsten Powell

00F15E0E71244B4...

Signature Adoption: Pre-selected Style Using IP Address: 73.63.184.160 Signed using mobile Sent: 5/1/2023 11:08:59 AM Viewed: 5/8/2023 8:30:54 AM Signed: 5/8/2023 8:31:40 AM

Electronic Record and Signature Disclosure:

Accepted: 5/8/2023 8:30:54 AM ID: 39ea5193-a104-46d7-be4b-b83b88d7cd9b

Luis M. Haro ggoogins@santaclaraca.gov Security Level: Email, Account Authentication (None) Docusigned by: Luis M. Haro 0990184AB84C4B7...

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

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

Electronic Record and Signature Disclosure:

Accepted: 5/1/2023 1:21:38 PM ID: 5cfd82b9-2c82-46c5-a742-65b978ec1475

Matthew Hada matthew.hada@prc.sccgov.org Security Level: Email, Account Authentication (None) Docusigned by:
Matthew Itada
CEA090A27EB84EA...

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

re Adoption: Pre-selected Style

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

Electronic Record and Signature Disclosure: Accepted: 5/1/2023 11:35:37 AM ID: 404a699c-fd90-4e90-b4ad-ffa503a42a9d

Michael Mutalipassi mmutalipassi@milpitas.gov Security Level: Email, Account Authentication (None) DocuSigned by:

71850D37D7764FB...

Signed: 5/1/2023 3:21:21 PM

Signature Adoption: Uploaded Signature Image Using IP Address: 50.59.22.2

Electronic Record and Signature Disclosure: Accepted: 5/1/2023 3:19:26 PM ID: cc4c3433-1741-4297-a0fe-337910c7d908

(None)

Pamela Wu
pamelaw@cupertino.org
Security Level: Email, Account Authentication

### **Signature**

Panula Wu
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)

Puter Pirryad

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 rmoon@sunnyvale.ca.gov Security Level: Email, Account Authentication (None) — Docusigned by:

REBUGA MOON

4004B8488114497...

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

Sent: 5/1/2023 11:09:00 AM Viewed: 5/1/2023 11:12:14 AM Signed: 5/1/2023 11:17:31 AM

**Electronic Record and Signature Disclosure:** 

Accepted: 5/1/2023 11:12:13 AM ID: 397f2456-e21a-4906-98b9-783350938b41

Rob Hilton rchilton@hfh-consultants.com President Security Level: Email, Account Authentication (None) John Hillon 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

(None)

stevem@meyersnave.com Security Level: Email, Account Authentication (None) Docusigned by: Steve Mattas 6347662C48394C0...

Signature Adoption: Pre-selected Style Using IP Address: 174.197.76.94 Sent: 5/1/2023 11:08:51 AM Viewed: 5/5/2023 9:27:32 AM Signed: 5/19/2023 9:51:08 AM

Electronic Record and Signature Disclosure:

Accepted: 5/5/2023 9:27:32 AM ID: 1206ba84-549d-4f5a-ac2d-a9c8ab5f27bd

Willie Nguyen
willie.nguyen@cco.sccgov.org
Security Level: Email, Account Authentication

Docusigned by:
Willie Nayyen
A1758187CF04415...

Signature Adoption: Pre-selected Style Using IP Address: 146.74.60.99

Sent: 5/1/2023 11:08:57 AM Viewed: 5/1/2023 11:10:42 AM Signed: 5/1/2023 11:15:46 AM

**Electronic Record and Signature Disclosure:** 

Signer Events Signature **Timestamp** Accepted: 5/1/2023 11:10:41 AM ID: a500d164-6f76-4e97-a568-7cded4a68632 In Person Signer Events **Timestamp** Signature **Editor Delivery Events** Status Timestamp **Agent Delivery Events** Status **Timestamp Intermediary Delivery Events Status Timestamp Certified Delivery Events** Status **Timestamp Carbon Copy Events** Status **Timestamp** Sent: 5/1/2023 12:41:43 PM **Brad Eggleston** COPIED brad.eggleston@cityofpaloalto.org Security Level: Email, Account Authentication Electronic Record and Signature Disclosure: Not Offered via DocuSign Casey Leedom Sent: 5/1/2023 11:08:46 AM COPIED cleedom@losaltosca.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Sent: 5/1/2023 11:08:47 AM Chuck Muir COPIED Resent: 5/1/2023 12:41:42 PM chuck.muir@cityofpaloalto.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Sent: 5/1/2023 11:09:02 AM Clif Chew COPIED clifton.chew@cep.sccgov.org Viewed: 5/1/2023 11:09:52 AM Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Sent: 5/2/2023 7:49:20 AM Cynthia Iwanaga COPIED cynthia.iwanaga@morganhill.ca.gov Viewed: 5/2/2023 8:25:53 AM 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 Sent: 5/1/2023 11:09:01 AM Dave Staub

Dave Staub
dstaub@santaclaraca.gov

COPIED

Sent: 5/1/2023 11:09:01 AM
Viewed: 5/22/2023 1:00:43 PM
Security Level: Email, Account Authentication

(None)

(None)

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

Sent: 5/1/2023 11:08:59 AM

Hailey Gordon
hgordon@hfh-consultants.com

Security Level: Email, Account Authentication

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

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Sent: 5/1/2023 11:08:46 AM

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

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

COPIED

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Sent: 5/1/2023 11:08:52 AM Viewed: 5/1/2023 11:28:24 AM

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

COPIED

COPIED

Sent: 5/1/2023 11:08:57 AM Viewed: 5/1/2023 3:57:39 PM

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

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

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**WVSWMA** 

(None)

wvswma@hfh-consultants.com

Not Offered via DocuSign

Security Level: Email, Account Authentication

**Electronic Record and Signature Disclosure:** 

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

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

**Payment Events** 

Status

Timestamps

**Electronic Record and Signature Disclosure** 

### ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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### Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### How to contact City of Morgan Hill:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: michelle.bigelow@morganhill.ca.gov

### To advise City of Morgan Hill of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at michelle.bigelow@morganhill.ca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### To request paper copies from City of Morgan Hill

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to michelle.bigelow@morganhill.ca.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### To withdraw your consent with City of Morgan Hill

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

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..

### Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <a href="https://support.docusign.com/guides/signer-guide-signing-system-requirements">https://support.docusign.com/guides/signer-guide-signing-system-requirements</a>.

### Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

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- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Morgan Hill as described above, you consent to receive
  exclusively through electronic means all notices, disclosures, authorizations,
  acknowledgements, and other documents that are required to be provided or made
  available to you by City of Morgan Hill during the course of your relationship with City
  of Morgan Hill.