



## STAFF REPORT

### City Council

Meeting Date: 10/12/2021

Staff Report Number: 21-200-CC

### Consent Calendar:

**Adopt Resolution No. 6675 authorizing the city manager to enter into a memorandum of understanding with the South Bayside Waste Management Authority to implement Senate Bill 1383 Short-Lived Climate Pollutants regulations**

### Recommendation

City staff recommends that the City Council adopt Resolution No. 6675 (Attachment A) authorizing the city manager to enter into a memorandum of understanding (MOU) with the South Bayside Waste Management Authority (Attachment B) to implement Senate Bill 1383 Short-Lived Climate Pollutants regulations.

### Policy Issues

On November 3, 2020, CalRecycle completed formal adoption of regulations pursuant to Senate Bill (SB) 1383 Short-Lived Climate Pollutants, requiring cities to reduce greenhouse gas emissions in California. To accomplish these statewide goals, SB 1383 regulations include prescriptive requirements for jurisdictions related to recycling and organics collection, inspection, and enforcement policies and programs and edible food recovery. The South Bayside Waste Management Authority (SBWMA) and its member agencies must comply with nearly all SB 1383 requirements by January 1, 2022, with the significant exception that enforcement actions do not need to commence until January 1, 2024.

### Background

On September 21, the City Council directed city staff to prioritize resources to meet the January 1, 2022 implementation deadline (Attachment C.) As a result, city staff and the City Attorney's Office identified the adoption of a resolution to join a multiagency MOU with SBWMA to meet the regulatory requirements of SB 1383 as a priority.

### Analysis

The SBWMA Board of Directors approved the SBWMA SB 1383 Compliance Plan (Attachment D) November 19, 2020, which outlines anticipated SB 1383 requirements of SBWMA and its member agencies. SBWMA drafted an Implementation of SB 1383 MOU detailing the roles and responsibilities of the SBWMA and its member agencies to efficiently execute SB 1383 requirements. The draft MOU was provided to the SBWMA Technical Advisory Committee at their May 13 and June 10 meetings. The SBWMA Board considered the MOU at its June 24, 2021, regular meeting and recommended its approval by member agencies.

SB 1383 allows a jurisdiction to designate a public or private entity to fulfill its SB 1383 responsibilities. As detailed in the SBWMA SB 1383 Compliance Plan, the SBWMA will take on a significant portion of the SB

1383 program responsibilities. These responsibilities have been detailed in the MOU between SBWMA and all 11 member agencies.

The MOU identifies six important areas of technical support that, once approved, SBWMA staff would execute on behalf of its member agencies:

1. Education and outreach  
The SBWMA shall provide educational materials and community outreach to organic waste generators in English, Spanish, and Chinese that explain and provide information on the requirements of the SB 1383 regulations.
2. Procurement  
The SBWMA shall annually notify each member agency of its organic waste product procurement target, as required and determined by CalRecycle. Before CalRecycle releases the official procurement targets for each Jurisdiction January 1, 2022 and every five years thereafter, the SBWMA shall assist the Jurisdictions in calculating estimates of the procurement targets.
3. Reporting and recordkeeping  
The SBWMA will be the primary record-keeper for all the information and documents required in the Implementation Record. Each Member Agency will be given access to their own set of records through a cloud-based software.
4. Organics waste processing capacity and diversion planning  
The SBWMA will work with the County of San Mateo to estimate existing organics processing and edible food recovery capacities available in the service area, and if either are found lacking, SBWMA will assist member agencies in creating an implementation plan to expand capacity.
5. Model tools  
The SBWMA will revise the Model tools (draft franchise amendments, waste disposal reduction ordinance and procurement), which were created by CalRecycle and HF&H to aid the SB 1383 implementation process, to better fit the member agencies' needs. The SBWMA will assist the member agencies in tailoring the language further as necessary, although it will ultimately be the member agencies' responsibility to use or adopt them.
6. Complaints and waivers  
The SBWMA will support the member agencies in complaint and violation investigations. They will also collect and forward complaints alleging non-compliance to member agencies, including the names and associated contact information of generators who repeatedly refuse to comply with the regulations, and will support member agencies in complaint investigation.

SB 1383 allows for the ability of public entities to waive organic waste collection for de minimus volumes and physical space limitations. The SBWMA will administer the waiver program on behalf of the member agencies, including collecting waiver requests, verifying waiver eligibility and approving waivers.

Member agencies, such as City of Menlo Park, would be responsible for:

1. All other parts of the SB 1383 regulations not detailed in the MOU  
For example, while SB 1383 allows for delegation of responsibilities to others, it states that, "a jurisdiction shall remain ultimately responsible for compliance with the requirements of this chapter." It also states that a jurisdiction may not delegate its authority to impose civil penalties, or to maintain an action to impose civil penalties, to a private entity.
2. Sharing of information  
Sharing information with the SBWMA as information is available including all data, documents, contact information and other necessary information for the SBWMA to carry out responsibilities in the MOU.

3. Staff and funding

The SBWMA has hired one full-time program manager II to manage the SB 1383 program on the participating member agency's behalf. Additional costs shall be jointly shared by member agencies through the garbage tipping fee rate. Budget changes related to the MOU will be integrated into the Agency's regular budget process, as approved by the SBWMA Board.

**Impact on City Resources**

Implementation costs of SB 1383 are paid by ratepayers and not general taxes. There may be some cost in city staff time associated to implementing and enforcing SB 1383, which may impact some work capacity for other projects.

**Environmental Review**

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

**Public Notice**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

**Attachments**

- A. Resolution No. 6675
- B. MOU with SBWMA
- C. Hyperlink – September 21 City Council study session staff report: [menlopark.org/DocumentCenter/View/29675/H1-20210921-CC-SB1383](http://menlopark.org/DocumentCenter/View/29675/H1-20210921-CC-SB1383)
- D. Hyperlink – SBWMA SB 1383 Compliance Plan: [rethinkwaste.org/wp-content/uploads/2020/11/8\\_B\\_Attachment-A\\_WEBONLY-SBWMA-SB-1383-Plan\\_Board-111920\\_v3\\_HFH-without-Notes.pdf](http://rethinkwaste.org/wp-content/uploads/2020/11/8_B_Attachment-A_WEBONLY-SBWMA-SB-1383-Plan_Board-111920_v3_HFH-without-Notes.pdf)

Report prepared by:  
Joanna Chen, Management Analyst I

Report reviewed by:  
Nick Pegueros, Assistant City Manager

**RESOLUTION NO. 6675****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF  
UNDERSTANDING (MOU) WITH THE SOUTH BAYSIDE WASTE  
MANAGEMENT AUTHORITY (SBWMA) REGARDING THE IMPLEMENTATION  
OF SENATE BILL 1383 REGULATIONS**

WHEREAS, the State of California passed SB 1383 (Chapter 395, Statutes of 1383), which required the California Department of Resources Recycling and Recovery (CalRecycle) to adopt regulations to reduce organic waste by 50 percent from its 2014 baseline level by 2020 and 75 percent by 2025, and

WHEREAS, CalRecycle has finalized regulations and revised Chapter 12 (Short-lived Climate Pollutants) of Division 7 of Title 14 of the California Code of Regulations ("SB 1383 Regulations"), and

WHEREAS, the SB 1383 Regulations require local agencies or jurisdictions, among other things, to implement programs requiring organic waste generators and waste haulers to meet minimum standards for organic waste collection services, inspect waste containers for prohibited contamination of materials, provide education and outreach information to organic waste generators, report to CalRecycle on compliance with SB 1383 Regulations, and maintain records of compliance with SB 1383 Regulations, and

WHEREAS, jurisdictions may designate a public or private entity to fulfill its requirements of Chapter 12: Short-lived Climate Pollutants, including utilizing a Joint Powers Authority, except that the Jurisdictions shall remain ultimately responsible for compliance, and

WHEREAS, the SBWMA developed an Implementation of SB 1383 Memorandum of Understanding (MOU) detailing the roles and responsibilities between SBWMA and its Member Agencies, and

WHEREAS, the SBWMA Board of Directors considered the Implementation of SB 1383 MOU to its Member Agencies at its regularly scheduled meeting held June 24, 2021, and adopted Resolution 2021-17 recommending that Member Agencies approve the MOU, and

WHEREAS, the City of Menlo Park agrees with the roles and responsibilities detailed in the Implementation of SB 1383 MOU, and

WHEREAS, Environmental review is not required because adoption of the MOU is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline 15378 (b)(5) (organizational or administrative activities of governments not project).

NOW, THEREFORE, BE IT RESOLVED, by the Menlo Park City Council that:

The City manager is authorized to enter into a Memorandum of Understanding (MOU) with the SBWMA Member Agencies regarding the implementation of Senate Bill 1383 regulations.

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the twelfth day of October, 2021, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this \_\_\_ day of October, 2021.

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Judi A. Herren, City Clerk

**Memorandum of Understanding  
Between the Jurisdictions of Belmont, Burlingame, East Palo Alto, Foster City,  
Hillsborough, Menlo Park, Redwood City, San Carlos, San Mateo, West Bay  
Sanitary District, and the County of San Mateo and  
The South Bayside Waste Management Authority  
Regarding Implementation of SB 1383 Regulations**

This Memorandum of Understanding (“MOU”) is made this \_\_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”) by and between the **COUNTY OF SAN MATEO**, a political subdivision of the State of California, the **CITIES OF BELMONT, BURLINGAME, EAST PALO ALTO, FOSTER CITY, HILLSBOROUGH, MENLO PARK, REDWOOD CITY, SAN CARLOS, SAN MATEO**, each a municipal corporation of the State of California, the **WEST BAY SANITARY DISTRICT**, a California independent district, (the County and Cities and West Bay Sanitary District are referred to individually herein as a “Jurisdiction”) and the **SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY**, a California joint powers authority (“Agency”) (collectively the “Parties”).

**RECITALS**

**WHEREAS**, the Agency is a joint powers authority established pursuant to the California Joint Exercise of Powers Act (Gov. Code section 6500 *et seq.*); and

**WHEREAS**, each of the Jurisdictions is a member of the Agency, and the Agency operates certain core programs on behalf of and for the benefit of the Jurisdictions, including but not limited to providing education regarding recycling, composting, and other methods of waste diversion to the Jurisdictions and the public, and conducting, preparing, and submitting all monitoring and reporting pursuant to the Integrated Waste Management Act (California Public Resources Code §§40000 *et seq.*); and

**WHEREAS**, the State of California passed SB 1383 (Chapter 395, Statutes of 1383), which required the California Department of Resources Recycling and Recovery (CalRecycle) to adopt regulations to reduce statewide disposal of organic waste by 50 percent from its 2014 baseline level by 2020 and 75 percent by 2025; and

**WHEREAS**, CalRecycle has finalized SB 1383 Regulations that among other things created new Chapter 12 (Short-lived Climate Pollutants) of Division 7 of Title 14 of the California Code of Regulations (“SB 1383 Regulations”); and

**WHEREAS**, the SB 1383 Regulations require local agencies or jurisdiction to implement Edible Food Recovery programs; to promote consistency within jurisdictions throughout San Mateo County and leverage economies of scale, the County has offered to lead the creation of a County-wide Edible Food Recovery Program on behalf of the unincorporated areas of the county and all the cities in the county and has developed a separate MOU to be entered into by the cities in conjunction with that program;

**WHEREAS**, in addition, the SB 1383 Regulations require local agencies or jurisdictions, among other things, to implement programs requiring organic waste generators and waste haulers to meet minimum standards for organic waste collection services, inspect waste containers for prohibited contamination of materials, provide education and outreach information to organic waste generators, report to CalRecycle on compliance with SB 1383 Regulations, and maintain records of compliance with SB 1383 Regulations; and

**WHEREAS**, Jurisdictions may designate a public or private entity to fulfill the requirements of Chapter 12: Short-lived Climate Pollutants, except that the Jurisdictions shall remain ultimately responsible for compliance; and

**WHEREAS**, the Parties are entering into this MOU to designate certain roles and responsibilities that the Agency shall assume on behalf of the Jurisdictions to implement the SB 1383 Regulations (excluding the Edible Food Recovery Program requirements undertaken by the County in the separate MOU) that will take effect on January 1, 2022 under the terms and conditions as set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing, the Parties hereby agree as follows:

## **AGREEMENT**

1. **Term.** This MOU shall commence on the Effective Date and remain in full force and effect until terminated as set forth in Section 6 of this MOU.

2. **Definitions.**

(a) "Agency" means the South Bayside Waste Management Authority.

(b) "CalRecycle" or "Department" means the California State Department of Resources Recycling and Recovery.

(c) "City" means one of the cities or towns that is a member of the Agency.

(d) "County" means the County of San Mateo.

(e) "Edible Food" means food intended for human consumption.

(f) "Generator" means a person or entity that is responsible for the initial creation of organic waste.

(g) "Hauler" means a person or entity who collects material from a Generator and delivers it to a reporting entity, end user, or a destination outside of the state. "Hauler" includes public contract haulers, private contract haulers, food waste

self-haulers, and self-haulers. A person who transports material from a reporting entity to another person is a transporter, not a hauler.

(h) “Implementation Record” means all records, physical or electronic, that must be stored in one central location and are required by Chapter 12: Short-lived Climate Pollutants.

(i) “Jurisdiction” means a City, or West Bay Sanitary District, or the County, each of which provides solid waste collection services within their jurisdictional boundaries.

(j) “Local Enforcement Agency” or “LEA” means the San Mateo County Department of Health Services, Solid Waste Local Enforcement Agency.

(k) “Organics,” or “Organic Waste” are materials that originate from living organisms and their metabolic waste products, including but not limited to, food, green material, landscape and pruning waste, organic textiles, paper products, printing and writing paper, vegetables, grain, meat, bones, paper towels, leaves, and wood.

(l) “Route review” means a visual inspection of containers along a hauler route for the purpose of determining container contamination, and may include mechanical inspection methods such as the use of cameras.

(m) “SB 1383 Regulations,” “Regulations,” or “Chapter” means, for the purposes of the MOU, Chapter 12 (Short-lived Climate Pollutants) of Division 7 of Title 14 of the California Code of Regulations. Regulatory references to specific sections listed in the MOU shall be to the SB 1383 Regulations, unless specifically noted otherwise.

(n) “Waste evaluation” means collecting samples from garbage, recycling, and organics from different areas in the jurisdiction so that the samples are representative of the jurisdiction’s waste stream.

### 3. **Responsibilities of the Agency.**

(a) **General.** The Agency shall conduct the services described in this Section for the Jurisdictions. The Jurisdictions are delegating certain responsibilities related to Chapter 12 to the Agency as described in this Section. The Agency shall conduct the services described in this Section for the Jurisdictions in a manner in which each Jurisdictions receives services in an equitable manner.

(b) **Education and outreach.** The Agency shall provide educational materials and community outreach to organic waste Generators in English, Spanish, and Chinese that explain and provide information on the requirements of the SB 1383 Regulations, as more specifically described below, and will be consistent with the scope of work listed in the three-year Public Education and Recycling Technical Assistance Plan.

(i) Prior to February 1, 2022, the Agency will make available to Generators, through print and/or electronic media, information regarding §§ 18984.9, 18984.10, 18985.1, 18985.2, 18988.3, 18991.3, 18991.4, and 18991.5 of the Regulations. This information shall be maintained and updated at least annually.

(ii) The Agency shall send letters to residential and commercial Generators who have not subscribed to Recyclable Materials or Organics Collection Services and those who are found to have prohibited container contaminants. The letters shall provide information and resources to comply with the Regulations related to the collection and recovery of Recyclable Materials and Organic Waste. The Agency shall work with each individual Jurisdiction and the franchise Hauler to tailor the letters to the Jurisdiction's needs.

(c) **Procurement.** The Agency shall annually notify each Jurisdiction of its Organic Waste product procurement target, as required and determined by CalRecycle. Before CalRecycle releases the official procurement targets for each Jurisdiction on January 1, 2022 and every five years thereafter, the Agency shall assist the Jurisdictions in calculating estimates of the procurement targets. (§18993.1)

(d) **Reporting and recordkeeping.**

(i) The Agency shall submit reports for Organics processing capacity and Edible Food recovery planning requirements according to the County within 120 days of the County's request as required by Article 11 of Chapter 12 (§ 18992.3).

(ii) The Agency will be the primary recordkeeper for all the information and documents required in the Implementation Record. (§ 18995.2) Each Jurisdiction will be given access to their own set of records through a cloud-based software. Agency staff will upload documents within the 60-day timeframe as required in the Chapter, provided that the information is made available to the Agency by the necessary parties in a timeframe that allows for such uploading.

(iii) Upon request by a CalRecycle representative or the public through a Public Records Act request, either the Agency or the Jurisdiction will provide access to the Implementation Record. Agency and Jurisdiction shall notify the other of the request and coordinate a response.

(iv) The Agency shall submit the Initial Jurisdiction Compliance Report and Jurisdiction Annual Reports to CalRecycle as detailed in §§ 18994.1, 18994.2.

(e) **Organic waste processing capacity and diversion planning.** The Agency shall work with the County of San Mateo to estimate existing Organics processing and Edible Food recovery capacities available in the service area (§§ 18992.1, 18992.2). If it is found that either are lacking, the Agency shall assist the Jurisdictions in creating an implementation plan to expand capacity.

(f) **Model Tools.** The Agency shall revise three Model Tools, which were created by CalRecycle and HF&H, to better fit the Jurisdictions' needs. The Agency shall assist the Jurisdictions in tailoring the language further if necessary, although it will ultimately be the Jurisdictions' responsibility to use or adopt them. The Model Tools are:

- (i) Model Franchise Agreement Amendment and Exhibits with Recology;
- (ii) Model Mandatory Organic Waste Disposal Reduction Ordinance; and
- (iii) Model Procurement Policy

(g) **Complaints and violations.** Agency shall forward to the Jurisdictions all complaints alleging non-compliance with the Regulations for investigation. The Agency shall also provide to the Jurisdictions the names and associated contact information of Generators who repeatedly refuse to comply with the Regulations. The Agency shall notify the Jurisdictions of these complaints and violations within 10 business days of receipt of such complaints by the Agency.

(h) **Waivers.**

(i) Since the authority to issue waivers cannot be delegated to a private entity, the Agency shall approve or deny each waiver request, with support from Jurisdiction as needed, except as otherwise provided herein. Waivers may be granted by the Agency for de minimis volumes and physical space limitations. (§ 18984.11). Eligibility for waivers will be reviewed by the Agency every 5 years after written verification of eligibility is provided by the Commercial Business or property owner. The Agency will provide Jurisdictions with a list of Generators who are approved and denied a waiver.

(1) The Agency will create a standardized waiver request form for Jurisdictions and Haulers to distribute or make available to Generators. This form will be a printable document maintained on the Agency's website.

(2) De Minimis Waivers: The Agency may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Recyclable Materials and Organic Waste requirements of each Jurisdiction's ordinance if the Commercial Business provides documentation that the business' total Solid Waste, Recyclable Materials, and Organic Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in the Organic Waste Container comprises less than 20 gallons per week or the Paper Products and Printing and Writing Paper subject to collection in the Recyclable Materials Container; or if the total Solid Waste, Recyclable Materials, and Organic Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in the Green Container comprises less than 10 gallons per week or

the Paper Products and Printing and Writing Paper subject to collection in the Recyclable Materials Container.

(3) **Physical Space Waivers:** The Agency may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the Agency has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Recyclable Materials and Organic Waste collection requirements specified in each Jurisdictions' ordinance or municipal code.

(4) Since weekly pickup of solid waste is required by the LEA, Collection Frequency Waivers will not be granted to Generators in any of the Jurisdictions.

(i) **Emergency Circumstances – Waivers for Jurisdiction**

(i) The Agency will notify CalRecycle and apply for a waiver to landfill organics if any of the Jurisdictions experience a natural disaster, uses a recyclable materials or organic waste processing facility that has a temporary operational failure, or unforeseen operational restrictions have been imposed upon it by a regulatory agency. (§18984.13)

4. **Responsibilities of the Jurisdictions.**

(a) The Jurisdictions shall assume responsibility for all other requirements specified for Jurisdictions in the Regulations not expressly stated to be covered by the Agency in this MOU.

(b) **Sharing of information.** Within thirty (30) days of request by the Agency, or as soon as such information is available to the Jurisdictions, the Jurisdictions shall share with the Agency all data, documents, contact information for Generators within the Jurisdiction, or any other information necessary for the Agency to carry out the responsibilities listed in this MOU.

(c) **Staff and funding.** In order for the Agency to carry out its responsibilities in connection with the administration and implementation of the SB 1383 Regulations as specified in this MOU, costs shall be jointly shared by participating Jurisdictions through the garbage tipping fee rate. Budget changes related to this MOU will be integrated into the Agency's regular budget process, as approved by the Board of Directors.

5. **Indemnification/Hold Harmless.** Agency shall indemnify, defend, and hold harmless the Jurisdictions, their legislative bodies, officials, consultants, agents, and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses, including reasonable attorney's fees, arising from Agency's performance of this MOU, with the exception of matters that are based upon the negligent or

intentional acts or omissions of the Jurisdictions, their legislative bodies, officials, consultants, agents and employees.

6. **Withdrawal of Jurisdictions; Termination by Agency.** Any Jurisdiction may withdraw as a Party to this MOU upon giving one hundred and eighty (180) calendar days' prior written notice to the other Parties. Further, the Agency may terminate this MOU upon giving three hundred and sixty-five (365) days' prior written notice to the Jurisdictions.

(a) Upon termination of this MOU, the Agency shall have no further obligations to carry out the Agency Responsibilities as described in this MOU. The Agency will provide the Jurisdiction all records related to the Implementation Record (§ 18995.2). If a Jurisdiction withdraws from this MOU, the Jurisdiction will be required to pay the Agency, for its full portion of expense and consultant contract costs, to conduct the services described in Section 3 under this MOU including costs generated through the end of the Agency's fiscal year of the Jurisdiction withdrawal.

(b) The costs of services under the MOU will be reapportioned to the remaining Jurisdictions. Reapportioned costs will be brought to the SBWMA Board of Directors through the regular budgeting process.

7. **Notice.** During the Term of this MOU, all notices shall be made in writing and either served personally, sent by first class mail, or sent by email provided confirmation of delivery is obtained at the time of email transmission, addressed as follows:

To: Agency  
South Bayside Waste Management Authority  
Attention: Executive Director  
610 Elm Street, Suite 202  
San Carlos, CA 94070  
Telephone Number:  
Email:

To City of Belmont:  
City of Belmont  
Attention: City Manager  
\_\_\_\_\_  
Belmont, CA \_\_\_\_\_  
Telephone Number:  
Email:

To City of Burlingame:  
City of Burlingame  
Attention: City Manager  
\_\_\_\_\_

Burlingame, CA \_\_\_\_\_  
Telephone Number:  
Email:

To City of East Palo Alto: City of East Palo Alto  
Attention: City Manager

\_\_\_\_\_  
East Palo Alto, CA \_\_\_\_\_  
Telephone Number:  
Email:

To City of Foster City: City of Foster City  
Attention: City Manager

\_\_\_\_\_  
Foster City, CA \_\_\_\_\_  
Telephone Number:  
Email:

To Town of Hillsborough: Town of Hillsborough  
Attention: City Manager

\_\_\_\_\_  
Hillsborough, CA \_\_\_\_\_  
Telephone Number:  
Email:

To City of Menlo Park: City of Menlo Park  
Attention: City Manager

\_\_\_\_\_  
Menlo Park, CA \_\_\_\_\_  
Telephone Number:  
Email:

To City of Redwood City: City of Redwood City  
Attention: City Manager

\_\_\_\_\_  
Redwood City, CA \_\_\_\_\_  
Telephone Number:  
Email:

To City of San Carlos: City of San Carlos  
Attention: City Manager  

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San Carlos, CA \_\_\_\_\_  
Telephone Number:  
Email:

To City of San Mateo: City of San Mateo  
Attention: City Manager  

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San Mateo, CA \_\_\_\_\_  
Telephone Number:  
Email:

To County of San Mateo: County of San Mateo  
Attention: County Manager  

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Redwood City, CA \_\_\_\_\_  
Telephone Number:  
Email:

To West Bay San. District: West Bay Sanitary District  
Attention: District Manager  

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Menlo Park, CA \_\_\_\_\_  
Telephone Number:  
Email:

Any Party may change the address to which notice is to be given by providing the other Parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

Service of notices shall be deemed complete on the date of receipt if personally served or if served using email provided confirmation of delivery is obtained at the time of email transmission. Service of notices sent by first class mail shall be deemed complete on the fifth (5<sup>th</sup>) day following deposit in the United States mail.

**8. Governing Law and Venue.** This MOU shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Venue in any proceeding or action among the participating Jurisdictions arising out of this MOU shall be in San Mateo County, California.

9. **Amendment.** This MOU and the exhibits hereto may only be amended in writing signed by all Parties, and any purported amendment shall be of no force or effect. This MOU may be amended to both extend the term and conditions, as well as to add tasks. Agency shall not begin new tasks without express written permission of the Cities.

10. **Entire Agreement.** This MOU and its exhibits constitute the entire agreement between the Jurisdictions and the Agency and supersedes all prior negotiations, representations, or agreements, whether written or oral.

[Signatures on following page]

**SIGNATURE PAGE FOR MEMORANDUM OF UNDERSTANDING**  
**Between the Jurisdictions of Belmont, Burlingame, East Palo Alto, Foster City,**  
**Hillsborough, Menlo Park, Redwood City, San Carlos, San Mateo, West Bay**  
**Sanitary District, and the County of San Mateo and**  
**The South Bayside Waste Management Authority**  
**Regarding Implementation of SB 1383**

**IN WITNESS WHEREOF**, the Parties hereto have executed this agreement in duplicate on the day and year first above written.

**CITY OF BELMONT**, A Municipal Corporation of the State of California

By: \_\_\_\_\_

City Manager

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

**CITY OF BURLINGAME**, A Municipal Corporation of the State of California

By: \_\_\_\_\_

City Manager

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

**CITY OF EAST PALO ALTO**, A Municipal Corporation of the State of California

By: \_\_\_\_\_

City Manager

APPROVED AS TO FORM:

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City Attorney

**CITY OF FOSTER CITY**, A Municipal Corporation of the State of California

By: \_\_\_\_\_

City Manager

APPROVED AS TO FORM:

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City Attorney

**TOWN OF HILLSBOROUGH**, A Municipal Corporation of the State of California

By: \_\_\_\_\_

City Manager

APPROVED AS TO FORM:

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City Attorney

**CITY OF MENLO PARK**, A Municipal Corporation of the State of California

By: \_\_\_\_\_

City Manager

APPROVED AS TO FORM:

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City Attorney

**CITY OF REDWOOD CITY**, A Municipal Corporation of the State of California

By: \_\_\_\_\_

City Manager

APPROVED AS TO FORM:

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City Attorney

**CITY OF SAN CARLOS**, A Municipal Corporation of the State of California

By: \_\_\_\_\_

City Manager

APPROVED AS TO FORM:

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City Attorney

**CITY OF SAN MATEO**, A Municipal Corporation of the State of California

By: \_\_\_\_\_

City Manager

APPROVED AS TO FORM:

City Attorney

**COUNTY OF SAN MATEO**, A Municipal Corporation of the State of California

By: \_\_\_\_\_

County Administrator

APPROVED AS TO FORM:

\_\_\_\_\_

County Counsel

**WEST BAY SANITARY DISTRICT**, An Independent District of the State of California

By: \_\_\_\_\_

District Manager

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

District Counsel

**SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY**, A California Joint Powers Authority

By: \_\_\_\_\_

Executive Director

APPROVED AS TO FORM:

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Agency Counsel

