

**MEMORANDUM OF UNDERSTANDING
To Provide Local Law Enforcement Agency Access
to the
California Identification System**

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Signature Pages

**MEMORANDUM OF UNDERSTANDING
To Provide Local Law Enforcement Agency Access
to the
California Identification System**

This AGREEMENT is made and entered into this _____ day of _____ 2013, by and between the COUNTY OF SANTA CLARA, a county in the State of California (hereinafter "County"), THE CITY OF CAMPBELL, a municipal corporation, THE CITY OF CUPERTINO, a municipal corporation, THE CITY OF GILROY, a municipal corporation, THE CITY OF LOS ALTOS, a municipal corporation, THE TOWN OF LOS ALTOS HILLS, a municipal corporation, THE TOWN OF LOS GATOS, a municipal corporation, THE CITY OF MILPITAS, a municipal corporation, THE CITY OF MONTE SERENO, a municipal corporation, THE CITY OF MORGAN HILL, a municipal corporation, THE CITY OF MOUNTAIN VIEW, a municipal corporation, THE CITY OF PALO ALTO, a municipal corporation, THE CITY OF SAN JOSE, a municipal corporation, THE CITY OF SANTA CLARA, a municipal corporation, THE CITY OF SARATOGA, a municipal corporation, THE CITY OF SUNNYVALE, a municipal corporation (hereinafter collectively referred to as "Incorporated Cities").

1. RECITALS

Whereas, on April 26 1988, the County and Incorporated Cities entered into an "Agreement to Provide Local Law Enforcement Agency Access to the California Identification System" (Cal-ID) which Agreement has been amended from time to time (CAL-ID Agreement); and

Whereas, on May 20, 1997, the County and City of San Jose entered into a "Memorandum of Understanding Regarding the Acquisition and Operation of the Automated Fingerprint Identification System between the City of San José and the County of Santa Clara" (AFIS Agreement); and

Whereas, on October 8, 2002, the County and Incorporated Cities entered into a "Memorandum of Understanding Regarding the Operation of the Automated Fingerprint Identification System and to provide Local Law Enforcement Agencies access to the California Identification System" ("MOU") to set forth their respective obligations with respect to the cost and operation and maintenance of the Cal-ID and AFIS program ("Consolidated Program"); and

Whereas, on April 25, 2003, the County and Incorporated Cities entered into a "First Amendment to the Memorandum of Understanding Regarding the Operation of the Automated Fingerprint Identification System and to Provide Local Law Enforcement Agencies Access to the California Identification System"; and

Whereas, on March 5, 2009, the Santa Clara County Board of Supervisors Management Audit Division released its "Review of the Automated Fingerprint Identification System (AFIS) and California Identification System (Cal-ID) Memorandum of Understanding" recommending a change to the cost allocation methodology from one based upon population to one based upon usage; and

Whereas, on February 2, 2011, the County and Incorporated Cities entered into a "Second Amendment to the Memorandum of Understanding Regarding the Operation of the Automated Fingerprint Identification System and to Provide Local Law Enforcement Agencies Access to the California Identification System" in order to change the methodology for allocating costs among participating agencies from one based upon population to one based upon historical usage; and

Whereas, on March 25, 2013 the Cal-ID Random Access Network Board (Cal-ID RAN) approved the transfer of the Cal ID operations, equipment, and assets to the management, and operation of the County; and

Whereas the City of San Jose, as the agency with the largest number of sworn officers and highest activity levels in the County, intends to maintain its own latent print unit requiring the ability to retain equipment ¹and access to the AFIS database for the purpose of registering latent prints and managing San Jose Police Department cases; and

Whereas the City of San Jose will continue to be a member of the Cal-ID Program and retain all benefits associated with being an active member including access to equipment, system upgrades and enhancements, and funding in support of San Jose's on-going contributions to the AFIS database;

NOW, THEREFORE, County and Incorporated Cities hereby agree as follows:

2. PURPOSE

The Cal-ID Program provides participating law enforcement agencies with access to the computerized fingerprint database AFIS which includes the 10-print function, latent print identification, mobile identification and the mugshot system.

Livescan devices, used to capture fingerprints taken at the time a person is booked following arrest, are located at the Office of the Sheriff and each city police department in the County. The Livescan devices electronically transmit fingerprints obtained during the booking process

¹ As provided for in Section 11 B. 1 of the Amended and Restated Agreement to Provide Local Law Enforcement Agency Access to the California Identification System, 2000

directly to AFIS. The AFIS computer searches and compares the prints to prints already in the database. Once local processing is complete, records are electronically sent to the California Department of Justice ("DOJ"). The DOJ searches and registers these booking prints in their databases and transmits the prints and records to the Federal Bureau of Investigation ("FBI")'s database.

The AFIS has the ability to identify deceased persons for the Medical Examiner Coroner's office and persons who have given false information to law enforcement officers about their identity.

In addition, the CAL-ID Program provides latent print identification services to participating agencies consistent with priorities outlined in this Agreement. Cal-ID also supports federal, state and other local agencies with these services.

3. SCOPE

This Agreement sets forth the terms and conditions for oversight, operation, and management of the Cal-ID function in the County of Santa Clara, State of California.

4. POLICIES AND LOCAL POLICY BOARD

1. Pursuant to California Penal Code Section 11112.4, a local, remote access network board, known as the "Santa Clara County CAL-ID RAN Policy Board" ("Local Policy Board"), has been established, which Local Policy Board is currently composed of the following members: a member of the Board of Supervisors, the Sheriff, the District Attorney, the Chief of Police of the department having the largest number of sworn personnel within the County, a Chief of Police selected by all of the Police Chiefs within the County, a Mayor selected by the City Selection Committee established pursuant to California Government Code Section 50270, and a member-at-large chosen by the other members.
2. Pursuant to California Penal Code Section 11112.4, the Local Policy Board shall:
 - a. Establish policies and procedures necessary to implement the purposes of this Agreement.
 - b. Establish a budget and approve expenditures consistent with the terms of this Agreement.
 - c. Determine and coordinate the purchase, acceptance, placement, installation, use, maintenance, replacement, disposition of, and all other matters concerning the local AFIS and all local RAN equipment within the County, adhering to the policy guidelines

and procedures adopted by the California Department of Justice. Pursuant to California Penal Code Section 11112.4, the Local Policy Board shall consider the placement of equipment on the basis of the following criteria:

- (1) The crime rate of the jurisdiction or jurisdictions served by the agency.
- (2) The number of criminal offenses reported by the agency or agencies to the California Department of Justice.
- (3) The potential number of fingerprint cards and latent fingerprints processed.
- (4) The number of sworn personnel of the agency or agencies.

d. Develop procedures to regulate the ongoing use and maintenance of the local AFIS and the local RAN equipment adhering to the policy guidelines and procedures adopted by the DOJ; and

e. Determine the placement of personnel funded by the CAL-ID Program

5. EMPLOYEES

The County shall provide such employees as the Local Policy Board considers necessary for the efficient operation of the CAL-ID Program. The salary and benefit costs incurred by the County in the employment of persons provided pursuant to this section shall be paid for out of the payments made by the County and Incorporated Cities pursuant to this Agreement at the time these costs are due and payable.

6. EQUIPMENT

All of the Equipment used to provide the services described in this Agreement shall be owned by the County. From time to time some pieces of equipment will be replaced and new equipment will be obtained pursuant to this Agreement. All equipment used in the provision of services pursuant to this Agreement shall remain the property of the County.

- a. In the event that the local RAN equipment and/or AFIS equipment, or any portion thereof, is destroyed or damaged beyond repair, replacement equipment shall be purchased by County as purchasing agent for the program. Except as provided in Subsection B, the cost of replacement equipment shall be allocated among all parties, based upon each party's Allocated Percentage as set forth in Section 8, "Cost of Services" below.
- b. In the event local RAN equipment and/or AFIS equipment, or any portion thereof, is destroyed or damaged beyond repair due to the willful misconduct of an employee or agent of the County and/or any Incorporated City(s), its officers, agents, or employees, in

which event, the replacement cost shall be borne by the County or responsible Incorporated City(s), whichever entity is responsible for the damage

7. SYSTEM ADMINISTRATION

The County agrees to operate the CAL-ID Program in accordance with the provisions described below.

A. PRIMARY OPERATION RESPONSIBILITY

The Office of the Sheriff shall be primarily responsible for the overall operation and maintenance of the CAL-ID Program consistent with the budget and overall direction mutually established.

B. COUNTY'S RESPONSIBILITIES

County shall provide the following services:

1. County shall be responsible for maintaining the AFIS statistical file database, including but not limited to the 10-print files and latent print files.
2. County shall receive and verify all 10-print files from all remote sites in Santa Clara County.
3. County shall provide continuing quality control (editing) on incoming fingerprint images with existing database records.
4. County shall perform comparative analysis of fingerprints received from the District Attorney's Office and testify in court when requested, with reasonable notice.
5. County shall provide statistics annually within a Fiscal Year to the Local Policy Board. These statistics shall include, but not be limited to the following: 10-print database size; unsolved latent file size; number of 10-print and latent queries, verifications and identifications by agency, hit rates of each, number and types of record purges, information on frequency and circumstance of maintenance calls and their resolution, and other data as may be available via Cal ID's statistical reporting capability. The Local Policy Board has the ability to audit performance statistics at any time upon reasonable notice to the County.
6. County shall provide, within limitations of the approved Operating Budget, 24-hour coverage 365 days a year to receive and process electronic images of fingerprints from Livescan sites within Santa Clara County. County shall notify Cal-ID users of any significant and unplanned period of time when coverage is not available.

7. County shall provide power and space for AFIS equipment housed at County facilities, costs to be allocated among all Parties to the Agreement, in accordance with the provisions of the Agreement.
8. County shall act as point of contact with the AFIS vendor in assuring vendor compliance with the terms of the maintenance agreement and shall assure that the operating system, hardware and all related components will be available in a state that the operating purposes of this Agreement are supported at the agreed-upon level. A process for 24 hour per day/7day per week notification and response will be established
9. County is responsible for preparing, on an annual basis, a list that outlines service priorities that will be equally applicable to all agencies that use the services described in this Agreement. The list will recognize that the primary purposes of the system are to assure timely identification of persons being booked into custody.
10. County shall provide and maintain the County's Criminal Justice Information Control (CJIC) interface to AFIS.
11. County shall maintain and perform corrections to CJIC databases and consolidate multiple person files.
12. County shall provide and maintain all the communication lines between County and all remote access sites of the County.

C. INCORPORATED CITIES' RESPONSIBILITIES

Incorporated Cities shall provide the following services:

1. Each Incorporated City shall provide space and power for their City's operated equipment which is linked to the County.
2. Each Incorporated City shall provide personnel that shall be responsible for rolling fingerprints at their Livescan sites.
3. Each Incorporated City shall be responsible for installation of any future communication lines and shall be responsible for maintaining current and future communications lines between County and the Incorporated City.

D. CITY OF SAN JOSE RESPONSIBILITIES

The City of San José shall continue to operate its own latent finger print unit. Specifically, the City of San José will:

1. Be responsible for all latent case work for the San José Police Department unless specific approval is received from the Police Department to use the services of the Sheriff's Office;
2. Not be charged for latent print services, including any review the County may initiate on City generated reverse hits, unless the City formally submits a case to the County with the appropriate approvals from the City's Police Department;
3. Retain physical possession of at least one (1) local AFIS workstation, a NEC Workstation, and a FORAY workstation for the purpose of registering latent prints and managing San Jose Police Department cases. The City shall be responsible for all ongoing and future costs associated with operating and maintaining the AFIS, NEC and FORAY workstations.
4. Not be charged for the use, maintenance or upgrades of local, state or federal AFIS equipment or access to the AFIS network and databases when such upgrades are initiated by the County and/or the Local Policy Board;
5. Be responsible for personnel costs to operate the City's unit;
6. Be responsible for costs associated with training except where the County would normally provide training to Cal-ID Program participants; and,
7. Have continued access to AFIS and the Cal-ID network, in support of the City's mobile ID technology as long as the City is a member of Cal-ID.

8. COST OF SERVICES

County and Incorporated Cities agree to share the costs of the CAL-ID Program operation, with the exception of the costs to be borne by the City of San Jose under Section 7.D.4. and the rest of the provisions in this Section 8.

A. ADMINISTRATION

The County shall be the general administering agency for the Cal-ID Program. The County shall provide fiscal management of the Cal-ID Program fund and expenditures, including but not limited to: (1) establishing interest-bearing accounts into which shall be deposited all funds received under this Agreement and from which shall be paid all costs and expenses incurred under this Agreement; (2) billing each party for that party's share of the costs under this Agreement; (3) providing each of the parties and the Local Policy Board with periodic reports and an annual financial report at the end of each fiscal year; and (4) payment of all Local Policy Board expenses.

B. ANNUAL BUDGET AND COUNTY REIMBURSEMENT

1. Prior to the commencement of any fiscal year, the County shall estimate the costs for that fiscal year. The estimated annual budget shall be approved, disapproved or amended by the Local Policy Board.
2. On or before May 1 of the preceding fiscal year, the County shall notify each party of its share of the estimated costs for the succeeding year, which shall be allocated among the parties in the manner in the "Allocated Percentages" section below.
3. Payments required to be paid under this Section shall be paid to the order of the County of Santa Clara, Office of the Sheriff and delivered to the County of Santa Clara, Office of the Sheriff, Fiscal Unit, 55 West Younger Ave., San Jose, CA 95117, on or before July 15 of the fiscal year for which the payment is due.
4. Payments made pursuant to this Agreement shall be nonrefundable and shall not be returned to any party unless all parties agree to terminate this Agreement and to discontinue the Cal-ID Program in Santa Clara County.
5. Payments shall be deposited in interest bearing trust accounts maintained by the County for benefit of the Cal-ID Program, with any earned interest being applied to the account. The County shall serve as the trustee of the accounts and shall have the authority to deposit and withdraw funds from the accounts to pay for costs according to the annual budget approved by the Local Policy Board.
6. CAL ID RESERVE. The Local Policy Board has maintained in a separate interest bearing trust account a reserve fund ("Reserve") that has accrued from budget surpluses and interest accrued on the corpus of the fund. The Reserve funds shall be held in interest bearing trust account for benefit of the CAL-ID Program. The County shall serve as the trustee of the account and shall have the authority to deposit and withdraw funds from the account. The Local Policy Board shall develop written policies regarding the maintenance and use of the Reserve. The Local Policy Board shall have the authority to maintain this Reserve and to use funds from it for the purpose of paying any of the costs required under this Agreement.

C. BUDGET ADJUSTMENTS

If, in any fiscal year, the actual annual costs are higher than as previously determined by the Local Policy Board, the Local Policy Board, with the assistance of the County, shall determine the additional amount needed to meet the costs for that fiscal year. Each party shall contribute its proportionate share of the additional amount based on the usage methodology described in the "ALLOCATED PERCENTAGES" section below. The additional payments shall be paid to

the order of the County and delivered to the Office of the Sheriff within thirty (30) days of billing.

D. COSTS

Cost components of the Cal-ID Program in Santa Clara County include: (i) new equipment costs; (ii) annual operating costs, and (iii) miscellaneous costs related to the operation of the CAL-ID Program not included in Subparagraphs (i) and (ii). For purposes of this Agreement, "annual operating costs" shall include, but not be limited to, the cost of personnel, supplies, materials, utilities, maintenance, repair, training, and other costs incurred in the annual operation of the Cal-ID Program.

E. ALLOCATED PERCENTAGES

All costs of the Cal-ID Program as set forth in this Agreement shall be allocated among the parties to the Agreement based upon a usage methodology, as set by the Local Policy Board. Participating agencies will be charged an annual amount based upon that municipality's average usage of Cal-ID services over the preceding three-year period. At the time of transfer of the program from the City of San José to the County the "preceding three-year period" shall be based on the previous three (3) years for only the agencies which will transfer latent work to the County. The City of San José will not transfer any latent work to the County and will retain all of its own latent work, thus the latent work average for San José for the "preceding three (3) year period" will be zero (0) at the time of transfer. The Office of the Sheriff will be similarly assessed for the unincorporated areas of the County. Usage is defined two ways; first, based on the percentage of bookings attributable to a given participating agency; second, based on the percentage of latent fingerprints submitted for analysis by a given participating agency. The County will continue to contribute AB109 funds for up to half the total cost for 10 print and latent fingerprint services. starting with the costs for the 10-print service The Santa Clara County Information Services Department will be charged for the usage percentages attributable to non-participating agencies.

F. RESIDUAL COSTS

Each of the parties acknowledges and agrees that the allocated costs outlined herein are due and payable to the County under the Cal-ID Agreement.

G. NEW USERS

A non-participating agency seeking to participate in the Cal-ID Program shall be allowed to become a party to this Agreement only with the approval of the Local Policy Board. In addition, new participating agencies may be required to execute an addendum or amendment to the Agreement by which the new agency agrees to be a party to this Agreement and to be

subject to all of its terms and conditions. If the addendum or amendment does not require any greater expenditure by the County after approval of the Local Policy Board, it may be executed by the Santa Clara County Board of Supervisors, which is authorized to execute the addendum or amendment on behalf of the parties to this Agreement.

9. FINANCIAL REPORTING & RIGHT TO AUDIT

- a. The County shall establish and maintain, in accordance with the Government Accounting Standards Board (GASB), a complete record of all financial transactions related to this Agreement.
- b. The County and the Incorporated Cities agree that any duly authorized representative of any of the parties, upon reasonable advance notice, shall have access and the right, to audit, examine, and make excerpts or transcripts of or from the records, and to make audits of all contracts, subcontracts, invoices, payrolls, conditions of employment, materials, and all other data or financial records relating to matters covered by this Agreement. County and Incorporated Cities agree that any party's authorized representatives, at any time, upon reasonable advance notice, during normal business hours, shall have access to and right to examine the offices and facilities engaged in performance of this Agreement.
- c. County and Incorporated Cities further agree that the right to examine or audit shall continue for three (3) years after the expiration or termination of this Agreement, or for such longer period, if any, as is required by applicable law. County and Incorporated Cities shall preserve and make available records (a) until the expiration of three (3) years from the date of expiration or sooner termination of this Agreement, or (b) for such longer period, if any, as is required by applicable law.

10. TERM

The Effective Date of this Agreement shall be the date that it has been executed by both the County of Santa Clara and the City of San Jose, and as to the other Incorporated Cities as of the date that each individual Incorporated City has executed this Agreement. The Agreement shall continue in effect until it has been terminated by the agreement of the parties.

11. TERMINATION AND WITHDRAWAL

This Agreement shall be additionally binding as to each of the Incorporated Cities. The Agreement shall continue in effect until terminated by the parties, either as a whole, or by any Incorporated City individually.

Any party may terminate their participation in this Agreement by providing written notice of termination to the County. Termination of this Agreement by an Incorporated City shall not

terminate the Agreement as to the County or any of the other remaining Incorporated Cities. The termination shall be effective sixty (60) calendar days after the County's receipt of such notice. Termination does not relieve any Incorporated City from paying costs to June 30 of the fiscal year of termination as commitments have been made to all uses of the shared operation costs for the fiscal year.

12. CHANGES

All of the terms and conditions of this Agreement shall remain in full force and effect unless and until amended as agreed by all parties to the Agreement.

13. NOTICE

All notices required by this Agreement will be deemed given when in writing and delivered personally or deposited in the United States mail, postage prepaid, return receipt requested. Notices given to the County shall be given at the address set forth below. Notices given to any of the Incorporated Cities shall be sent to the person and address indicated on the Incorporated Cities Signature pages.

Santa Clara County Sheriff
Sheriff's Identification Unit
55 West Younger Avenue
San Jose, CA 95110

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 County and the Incorporated Cities 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 by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of 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 occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this

Agreement. For purposes of this paragraph, "agents" does not include another party to this Agreement.

15. EXECUTION, EFFECTIVENESS, AND DISPUTE RESOLUTION

This Agreement shall be binding on the County and Incorporated Cities from the Effective Date. This Agreement shall be additionally binding as to the parties as of the date that each individual Incorporated City has executed a signature on their designated signature space below.

Any dispute among the parties regarding the interpretation or application of any term of this Agreement or any Exhibit thereto may be brought to the Local Policy Board. The Local Policy Board shall meet within sixty 60 days of such notification by an interested party, or parties, and shall make their best efforts to render a determination regarding the dispute.

16. COUNTY CONTRACTING REQUIREMENTS

A. County No Smoking Policy. The parties to this Agreement shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

B. Beverage Nutritional Criteria. The parties to this Agreement shall not use County funds to purchase beverages that do not meet the County's nutritional beverage criteria. The six categories of nutritional beverages that meet these criteria are (1) water with no additives; (2) 100% fruit juices with no added sugars, artificial flavors or colors (limited to a maximum of 10 ounces per container); (3) dairy milk, non-fat, 1% and 2% only, no flavored milks; (4) plant derived (i.e., rice, almond, soy, etc.) milks (no flavored milks); (5) artificially-sweetened, calorie-reduced beverages that do not exceed 50 calories per 12-ounce container (teas, electrolyte replacements); and (6) other non-caloric beverages, such as coffee, tea, and diet sodas. These criteria may be waived in the event of an emergency or in light of medical necessity.

C. Budget Contingency. This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.

17. AMENDMENTS, COUNTERPARTS, SEVERABILITY, WAIVERS, GOVERNING LAW, ENTIRE AGREEMENT

A. AMENDMENTS

This Agreement may be amended only by an instrument signed by the parties.

B. COUNTERPARTS

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

C. SEVERABILITY

If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

D. WAIVERS

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing, and shall apply to the specific instance expressly stated in that writing.

E. GOVERNING LAW

This Agreement has been executed and delivered in, and will be construed and enforced in accordance with, the laws of the State of California.

F. ENTIRE AGREEMENT

This document represents the entire Agreement between the parties with respect to the subject matter hereof. All prior negotiations and written and/or oral agreements between the parties with respect to the subject matter of this Agreement are merged into this Agreement.

APPROVALS / EXECUTION DATE

PASSED AND ADOPTED by the Board of Supervisors, County of Santa Clara, State of California on _____, 2013 by the following vote:

AYES **Supervisors**
NOES **Supervisors**
Absent **Supervisors**

COUNTY OF SANTA CLARA

Ken Yeager, President
Board of Supervisors

Dated: _____

Gary A. Graves, Chief Operating Officer
County of Santa Clara

Dated: _____

ATTEST

Lynn Regadanz, Interim Clerk, Board of Supervisors

Dated: _____

SANTA CLARA COUNTY SHERIFF

Laurie Smith, Sheriff

Date: _____

Approved as to Form and Legality:

Cheryl A. Stevens, Deputy County Counsel

Dated: _____

THE CITY OF CAMPBELL

Printed Name, Title

Date

Signature

THE CITY OF CUPERTINO

Printed Name, Title

Date

Signature

THE CITY OF GILROY

Printed Name, Title

Date

Signature

THE CITY OF LOS ALTOS

Printed Name, Title

Date

Signature

THE TOWN OF LOS ALTOS HILLS

Printed Name, Title

Date

Signature

THE TOWN OF LOS GATOS

Printed Name, Title

Date

Signature

THE CITY OF MILPITAS

Printed Name, Title

Date

Signature

THE CITY OF MONTE SERENO

Printed Name, Title

Date

Signature

INCORPORATED CITIES – Page 2 of 2

THE CITY OF MORGAN HILL

Printed Name, Title

Date

Signature

THE CITY OF MOUNTAIN VIEW

Printed Name, Title

Date

Signature

THE CITY OF PALO ALTO

Printed Name, Title

Date

Signature

THE CITY OF SAN JOSE

Printed Name, Title

Date

Signature

APPROVED AS TO FORM

Carl B. Mitchell

Senior Deputy City Attorney

Date

Signature

THE CITY OF SANTA CLARA

Printed Name, Title

Date

Signature

THE CITY OF SARATOGA

Printed Name, Title

Date

Signature

THE CITY OF SUNNYVALE

Printed Name, Title

Date

Signature