

A JOINT POWERS AGREEMENT OF THE SUPER CO-OP

This is a Joint Powers Agreement ("Agreement") pursuant to the provision of Title 1, Division 7, Chapter 5, Article 1 of the Government Code of the State of California (commencing with Section 6500) relating to the joint exercise of common powers. This Agreement is entered into and among those public school districts duly formed and operating within the boundaries of the State of California which are or may hereafter become parties to this Agreement for the purposes set forth herein.

Each of the school districts executing this Agreement shall individually be referred to as a "Member" and/or "Member District" or collectively referred to as "Members" or "Member Districts."

RECITALS

WHEREAS, it is to the mutual benefit of the Members and in the best public interest of said Members to join together to establish this Joint Powers Agreement to accomplish the purposes hereinafter set forth; and

WHEREAS, the Members are each empowered, pursuant to the Act to execute agreements with other public agencies to jointly exercise powers commonly held by each of the contracting public agencies and other powers applicable to joint powers agencies by the law; and

WHEREAS, each of the Members has the powers necessary to accomplish the purposes of this Agreement and the foregoing purposes will be accomplished and the common powers exercised in the manner hereinafter set forth; and

WHEREAS, the Members agree that it would be mutually beneficial to join together to establish and operate a cooperative program to be known as the Super Co-Op ("Authority") (hereinafter referred to as the "Authority"), a separate legal entity, to allow for the purchase of food and food service related materials, supplies, equipment, and services; and

WHEREAS, it is in the mutual interest of the Members to this Agreement to coordinate their acquisition, and the acquisition by other school districts, of U.S.D.A. Foods Commodities and other related foodstuffs and to coordinate and cooperate in arranging and contracting for storage, processing and distribution of raw and processed commodities and foodstuffs; and

WHEREAS, each of the public educational agencies which is a party to this Agreement has the power to purchase food service related materials, supplies, equipment, and services pursuant to one or more of the following: Education Code Sections 35160, 35160.1, 39873, and 39644, and Public Contracts Code Sections 20111 et seq. 20118, and 20650, et seq; and

NOW, THEREFORE, for and in consideration of the mutual benefits, promises and agreements set forth herein, the parties hereto AGREE as follows:

ARTICLE I

DEFINITIONS

Section 1: Definition of Terms

1.1 In addition to the other terms defined herein, the following terms, shall have the meanings stated:

1.1.1 Agreement: this Super Co-Op Joint Powers Agreement or any amendments thereto.

1.1.2 Assignment: the "Assignment of USDA Food Commodities" entered into between the Lead District and all participants which assignments are required by the Food Distribution Program of the California Department of Education.

1.1.3 Authority: Super Co-Op Joint Powers Authority, a public entity separate and apart from the Members.

1.1.4 Board of Directors: controls the Authority and instructs the Lead District on the administration of the Authority.

1.1.5 Director of the Board: individual approved by a Member's governing board to represent a Member District.

1.1.6 Fiscal Year: the one year period of time commencing on July 1 and ending on the following June 30.

1.1.7 Lead District: Designated as the assignee under the Participants' Assignments, runs the day-to-day administration of the Authority and implements directions given by the Board of Directors.

1.1.8 Member: a regional district that executes this Agreement.

1.1.9 Member District: a party to this Agreement.

1.1.10 Participants: a public education agency /school district that takes part in the Authority and assignor of the Assignment to the Lead District.

1.2 List of abbreviations:

- 1.2.1 ADP: Average Daily Participation
- 1.2.2 Authority: Super Co-Op Joint Powers Authority
- 1.2.3 CDE: California Department of Education
- 1.2.4 FDP: Food Distribution Program
- 1.2.5 FNS: Food and Nutrition Services
- 1.2.6 USDA: United States Department of Agriculture

ARTICLE II

THE AUTHORITY

Section 2: Purpose and Formation

2.1 The Members, all acting by and through their governing boards, enter into this Agreement for the purpose of exercising their powers to provide food and related services to students. This purpose shall include the purchasing or provision of food, food service related materials, supplies, equipment and services, in part, by jointly combining the purchasing requirements of each of the Participants and thereby enabling them to order materials, supplies, and/or services from contracts awarded through the Authority. This purpose will be accomplished and said common powers exercised in the manner set forth in this Agreement.

2.2 Pursuant to section 6507 of the Act, there is hereby created a public entity known as the Authority. Said separate public entity shall possess the full authority for the purposes of exercising the common powers of the Members relating to the purposes and powers set forth herein. The Authority shall be a public entity separate and apart from the Members.

Section 3: Powers

3.1 The Authority shall have no other powers other than to exercise all the powers to do or cause to be done those things necessary to accomplish the powers provided herein and the purposes of this Agreement as set forth in section 2 hereof. The Authority is hereby authorized and empowered, in its own name, to do or cause to be done all acts necessary for the exercise of said limited power, including but not limited to any or all of the following:

3.1.1 To make and enter into contracts of every kind with a Participant, the United States, any state or political subdivision thereof, and any individual, firm, association, partnership, corporation, or any other organization of any kind.

3.1.2 To enter into assignment agreements with Participants as to their entitlement to, and fair share of, USDA Donated Foods Program.

3.1.3 To employ employees, agents, and independent contractors.

3.1.4 To incur indebtedness, liabilities, or obligations which do not constitute a debt, liability, or obligation of any single Member.

3.1.5 To sue and be sued in its own name.

3.1.6 To receive, accept, and expend or disburse funds by contract or otherwise, for purposes consistent with the provisions hereof and shall have the duty to maintain at all times a complete and accurate system of accounting for said funds.

3.1.7 To exercise any other power permitted by the Act reasonably and necessary to carry out the purposes of this Agreement.

3.1.8 Pursuant to section 6509 of the Act, all common powers exercised by the Authority shall be exercised in the manner provided in the law, and except as expressly provided herein, subject only to such restrictions upon the manner of exercising such powers as are imposed upon the Lead District.

Section 4: Term of Agreement

4.1 This Agreement shall become effective and binding on the Members upon the approval of each Member's governing board and the authorized execution of this Agreement by the duly authorized agent of each Member. This Agreement shall continue from fiscal year to fiscal year thereafter, unless terminated by agreement of the Members as provided herein.

4.2 A school district or public educational agency not a party to this Agreement may be added as a party to this agreement without affecting the term of this Agreement. In the event of a reorganization of any party, successors in interest to the obligations of any such reorganized district shall be substituted as a party or as parties to this Agreement.

4.3 The Agreement may be terminated and the Authority dissolved with two-thirds (2/3) consent of all Members, to be effective at the end of the following fiscal year or at such shorter time as the Members decide, but in no case earlier than the end of the then-current fiscal year. In the event of the termination of this Agreement and the dissolution of the Authority, any property interest remaining in the Authority following a discharge of all obligations, shall be disposed of as the Board of Directors shall then determine.

Section 5: Membership

5.1 The Authority shall be composed of the Members who execute this Agreement.

5.2 Where this Agreement requires approval or consent of the Members, such approval or consent shall be given by each Member's governing board.

5.3 Additional Members may be added to this Agreement by written amendment among all of the then-current Members.

5.4 This Agreement shall be binding upon all and shall inure to the benefit of the successors of the Members. If a Member is reorganized under the Education Code, its obligations under this Agreement shall become the obligations of its successor under Education Code sections 35560 and 35736, and the surviving school district shall be substituted as a Member of this Agreement.

5.5 A party may cease to be a Member and withdraw from this Agreement in the manner herein provided.

5.5.1 To effect withdrawal from this Agreement, a Member by its governing board shall adopt a resolution of intention to withdraw.

5.5.2 A Member that intends to withdraw shall cause to be sent to all Members a true copy of the resolution of its governing board stating its intention to withdraw.

5.5.3 Not later than the first day of October before the close of the fiscal year, a Member that intends to withdraw shall serve its notice of intention to withdraw upon all parties to this Agreement, in the manner provided herein for the giving of such notice.

5.5.4 The effective date of a Member's withdrawal shall be at the end of the fiscal year in which it gave the notice of intention to withdraw.

5.6 A Member may be involuntarily terminated from this Agreement at any time upon vote of two-thirds (2/3) of the Board of Directors. Grounds for involuntary termination include, but are not limited to the failure or refusal of a Member to abide by this Agreement or any other agreement with the Authority.

5.6.1 Before the Board of Directors votes to consider involuntary termination, the Authority must first notify the Member being considered for involuntary termination in writing, of the following.

5.6.1.1 Grounds for consideration of involuntary termination.

5.6.1.2 Actions which must be taken to remedy the deficiencies noted.

5.6.1.3 The date of the Authority meeting at which the Board of Directors plans to consider involuntary termination.

5.6.1.4 Opportunity for the Member to address the Board of Directors.

5.6.2 Involuntary termination shall have the effect of eliminating the Member as a signatory of this Agreement, effective at the end of the fiscal year in which the action is taken or upon such other date as the Board of Directors may specify. The Authority shall provide notice to the Member which has been involuntarily terminated.

5.7 A Member may remain a Participant after withdrawing or being involuntarily terminated from this Agreement.

5.8 Each Member shall:

5.8.1 Be a Participant.

5.8.2 Actively participate as needed to promote the efforts of the Authority and secure the benefits thereto.

5.8.3 Designate a Director to the Board of Directors, whom shall be approved by the Member's governing board, and shall be willing and able to attend Board of Director meetings, to vote as needed, and to inform the Member of relevant proceedings.

5.8.4 Designate an alternate, whom shall be approved by the Member's governing board, to serve as a Director at a meeting of the Board of Directors if the Director designated by the Member is unavailable. For purposes of such meetings, the alternate shall be considered the Director designated by the Member.

5.8.5 May receive a reduction in fees or payments otherwise due to the Authority or other discounts as determined by majority vote of the Board of Directors.

ARTICLE III

BOARD OF DIRECTORS

Section 6: Board of Directors

6.1 The Authority shall be controlled by the Board of Directors. The Board of Directors shall instruct the Lead District on the administration of the Authority.

6.2 The Board of Directors may exercise and shall be vested with all powers of the Authority insofar as not inconsistent with law or this Agreement.

6.3 The Board of Directors shall consist of one (1) Director from each of the Member Districts, and one (1) Director from the Lead District.

Section 7: Officers

7.1 The Board of Directors shall have the following officers: chairperson, vice chairperson, and clerk.

7.1.1 The chairperson shall be appointed by the Lead District's Director.

7.1.2 The Board of Directors shall elect a Director to serve as vice chairperson at their first meeting of each fiscal year.

7.1.3 The Board of Directors shall elect a Director to serve as clerk at their first meeting of each fiscal year.

7.2 The chairperson, or in the chairperson's absence, the vice chairperson, shall preside at and conduct all meetings of the Board. In the absence or the inability of the chairperson to act, the vice chairperson shall act as chairperson.

7.3 The clerk shall insure that all meeting notices and agendas are posted as required by law, provide copies of the minutes of each meeting of the Board of Directors to the Directors pursuant to section 8.4, and take action to fulfill any additional notice requirements.

7.4 Each Director shall have one vote on all matters calling for a vote.

7.5 When a quorum is present at a meeting of the Board of Directors, a majority vote shall decide any question brought before such meeting, and such decision shall be deemed to be the action of the Board of Directors. Unless otherwise provided in this Agreement, an affirmative vote of a majority of all Directors regardless of the number of Directors in attendance at a particular meeting, shall be required to take any action by the Board of Directors.

7.6 Directors, including the Chairperson, may receive compensation from the Authority for service on the Board of Directors provided such compensation is included in the Authority's budget as set forth in section 13.

Section 8: Meetings

8.1 All meetings of the Board of Directors, including, without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held, and conducted in accordance with the provisions of the Brown Act or any successor legislation hereinafter enacted. Directors may attend the meeting by electronic means pursuant to the Brown Act.

8.2 The Board of Directors shall hold regular meetings. The date, time, and place of the Board of Directors' regular meetings shall be fixed by resolution of the Board of Directors at its first meeting. The Board of Directors may change the date, time, and place of any regularly scheduled meeting by resolution. The Board of Directors must provide a copy of any resolution establishing or changing the date, time, or place of any Board of Directors meeting to each Member.

8.3 Special meetings of the Board of Directors may be called in accordance with the provisions of section 54956 of the California Government Code.

8.4 The Board of Directors shall cause to be kept minutes of the meetings of the Board of Directors, both regular and special, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

8.5 The presence of any six Directors, shall constitute a quorum for the transaction of business including any members attending electronically/telephonically pursuant to the provisions of the Brown Act, except that, if less than a majority is present at a meeting, any Director who is present may adjourn the meeting.

ARTICLE IV

ADMINISTRATION OF THE AUTHORITY

Section 9: Administrative Discretion

9.1 The Board of Directors desires to be proactive in communicating priorities and expectations for the Authority, clarifying the roles and responsibilities of Board officers. However, the Board of Directors realize that in the course of operating the Authority or implementing Authority programs, situations may arise which may not be immediately addressed by the Board of Directors. In addition to authority to provide for day-to-day administration of the Authority, in such situations when immediate action is needed, the Lead Agency Director, or designee, shall have the authority to act on behalf of the Authority in a manner that is consistent with this Agreement.

9.2 As necessary, the Lead Agency Director, or designee, shall consult with other Members and legal counsel regarding the exercise of this authority.

9.3 As appropriate, the Lead Agency Director, or designee, shall notify the Board of Directors as soon as practicable after any exercise of the authority granted under this Section 9. The chairperson of the Board and the Lead Agency Director shall schedule a review of the action at the next regular Board meeting.

Section 10: Lead District

10.1 The San Mateo-Foster City School District is hereby designated as the initial Lead District for purposes of administering this Agreement on behalf of the Authority, pursuant to section 6506 of the Act.

Section 11: Successor Lead District

11.1 The Lead District may withdraw as Lead District upon approval of a resolution to this effect by the Lead District's governing board.

11.2 The Lead District shall give notice of its intent to withdraw as the Lead District not less than 120 days before the effective date of the withdrawal. The Lead District shall be obligated to continue as Lead District to the end of the fiscal year in which the intent to withdraw is given unless the Successor Lead District submits a copy of a resolution by its governing board agreeing to assume the duties of the Lead District before the end of the fiscal year, and such resolution is accepted by the Authority.

11.3 In the event that the Lead District elects to withdraw as Lead District, the Successor Lead District shall be a Member elected by a vote of two-thirds (2/3) of the Board of Directors. However, the Successor Lead District shall only become the Lead District following adoption of a resolution by the Successor Lead District's governing board accepting designation as the Lead District. If the Successor Lead District's governing board fails to adopt such a resolution within 90 days of the Board of Director's vote, the Board of Director shall vote to elect another Successor Lead District.

11.4 The Successor Lead District shall assume all duties of the Lead District, including but not limited to, rights, interests, contracts, employees, and insurance, exercised by the Lead District. No Successor Lead District shall be liable or responsible for any act, omission or default of a predecessor Lead District, provided that such Successor Lead District does not have actual knowledge of facts which might reasonably be expected to put that Lead District on notice of such acts, omissions or defaults.

11.5 A withdrawing Lead District shall forward all Authority records to the Successor Lead District. Each Lead District shall meet or exceed all State and Federal recordkeeping requirements.

11.6 Notwithstanding Section 4.3, if at any time no Member is willing and able to serve as Lead District, the Authority will dissolve at the end of the fiscal year in which the last Lead District withdraws as Lead District.

Section 12: Duties of the Lead District

12.1 As described in those provisions, and herein, the Lead District shall:

12.1.1 Implement directions given by the Board of Directors.

12.1.2 Provide day-to-day administration of the Authority consistent with this Agreement.

12.1.3 Disseminate information to and soliciting input from the Members;

12.1.4 Coordinate the efforts of the Members relative to this Agreement;

12.1.5 Conduct the selection, direction, monitoring, supervision and evaluation of any consultants or contractors under contract with the Authority in the manner prescribed by law and in accordance with Lead District policies and procedures and standard practices.

12.1.6 Oversee authority recordkeeping and the maintenance of Authority records, including records for audit per CDE, FNS and FDP requirements. Certify records, documents, and reports prepared by the Administrative Services Contractor on behalf of the Authority if such certification is required by law.

12.1.7 Prepare any specifications, requests for proposals, or contracts and implement any contracts consistent with the Authority's purpose.

12.1.8 Prepare specifications for the Administrative Services Contractor in the manner required by law and direct to the Administrative Services Contractor to prepare specifications for all other Authority contractors and subcontractors in the manner required by law.

12.1.9 Prepare bids and bid specifications, for commodities, goods, and service contracts in the manner required by law and direct the Administrative Services Contractor to obtain quotes for goods, commodities, and services, and obtain quotes for the processing of goods and commodities. The Administrative Services Contractor shall also assist the Lead District with offering the fair share of USDA Foods to each member; to track each individual Member's entitlement and USDA Foods inventories; to collect State and other applicable fees.

12.1.10 Maintain liaison with CDE and forward reports on inter-district exchange of commodities to CDE, except as otherwise provided by law or regulation. At its discretion, the Lead District may direct the Administrative Services Contractor to maintain liaison with CDE and/or to forward reports on inter-district exchange to CDE.

12.1.11 Mediate any dispute which may arise between any Participant and any successful bidder or contractor and disputes that may arise between Participants.

12.1.12 Notify Participants in writing of their:

12.1.12.1 Failure or refusal to abide by this Agreement or any other agreement with the Authority.

12.1.12.2 Failure or refusal to pay any debts, obligations, liabilities, and/or assessments provided for in this Agreement or any other agreement with the Authority.

12.1.12.3 Any actions needed on the part of the Participant to remedy noted deficiencies.

Section 13: Authority Funds

13.1 The Lead District shall develop and submit a fiscal year budget to the Board of Directors, for its approval, prior to the start of each fiscal year. The budget shall include funds for the expenses of the Authority, reimbursement of the Lead District as detailed herein, and a fee schedule for Participants.

13.1.1 The costs of Authority advertising, bidding, the letting of contracts, legal consultations, litigation proceedings, the Lead District's overhead and expenses and the pro-rated portion of any salary and benefits of Lead District employees assigned to perform Authority related duties, and any other costs incidental to the operation of Authority, including but not limited to compensation of Directors, not covered by another provision of this Agreement shall be included in the budget.

13.1.2 The fees to be paid by Participants shall be sufficient to fund the Authority's expenses and shall be included in the budget. The amount of fees to be paid by each Participant shall be determined by the Board of Directors.

13.2 The Authority, and Lead District on behalf of the Authority, may disburse funds and assess and collect fees and other payments pursuant to the adopted budget. Additionally, the Authority, or the Lead District on behalf of the Authority, may incur expenses in excess of the approved budget, but such expenses shall not exceed 10% of approved budget without prior approval of the Board of Directors.

13.3 The Lead District may delegate work to be done to one or more Participants upon mutual agreement of the Lead District and such Participant. In such case, the costs or work performed under mutual agreement may be credited against the Participant's fees pursuant to approval by the Board of Directors.

13.4 The Authority shall maintain a reserve equal to 15% of the current fiscal year's budget, unless this requirement is waived for a specific fiscal year by two-thirds (2/3) vote of the Board of Directors.

Section 14: Treasurer

14.1 The treasurer of the Authority shall be the chief business officer of the Lead Agency.

14.2 The treasurer of the Authority shall receive and have custody of, and disburse Authority Funds and shall make disbursements required by this Agreement and any other agreement with the Authority. The treasurer of the Authority shall invest Authority Funds in accordance with the general law. All interest collected on Authority Funds shall be accounted for and deposited to the account of said funds. The treasurer shall have all other powers, duties, and responsibilities of such office as specified in section 6505.5 of the Act.

14.3 The chief business officer of the Lead Agency shall also act as the Auditor of the Authority pursuant to section 6505.5 of the Act.

14.4 Pursuant to section 6505.6 of the Act, the Authority shall cause independent audits to be made in compliance with section 6505 of the Act by an outside independent auditor. The Board of Directors shall select the independent auditor to perform this audit.

14.5 The Lead Agency may provide the services of its chief business officer without charge to the Authority.

14.6 The Authority and its officers shall comply with the bonding requirements of section 6505.1 of the Act where applicable.

Section 15: Authority Revolving/General Fund

15.1 The Lead District shall establish a Revolving Fund/General Fund in the County School Service Fund of San Mateo County in which shall be placed all monies received pursuant to this Agreement or any other agreement with the Authority. Only bona fide and appropriate costs in performing the purposes and services hereunder shall be charged to and expensed against such Revolving Fund/General Fund. The Lead District further agrees to make an annual accounting to each of the Members of activity in and status of this Revolving Fund/General Fund and provide annually for an independent audit of the Revolving Fund/General Fund. If a successor to the initial Lead District operates in a county other than San Mateo County, the Lead District agrees to transfer funds, upon the request of the Successor Lead District, from the Revolving Fund/General Fund in the County School Service Fund of San Mateo County to the corresponding Revolving Fund established in the Successor Lead District's county.

15.2 The Lead District shall receive, deposit, and account for payments to and from the Revolving Fund/General Fund.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 16: Independent Authority of Members

Nothing contained in this Agreement shall be construed as limiting the power of the Members from taking action within their respective jurisdictions.

Section 17: Amendments

This Agreement may be amended with approval of all Members, provided that any amendment is to further carry out the purposes of the Agreement. Any such amendment shall be effective upon the date of approval.

Section 18: Enforcement of Authority

The Authority is hereby authorized to take any or all legal or equitable actions, including but not limited to injunction and specific performance, necessary or permitted by law to enforce this Agreement.

Section 19: Breach

If the Authority or any Member shall breach any term, covenant, or condition contained in this Agreement, such party shall be deemed to be in default under this Agreement, and the non-defaulting parties shall each have the right to enforce all of its rights and remedies regarding such default which are provided under State or federal laws.

Section 20: Liability, Indemnity, and Defense

20.1 Pursuant to section 6508.1 of the Act, the debts, liabilities, and obligations of the Authority shall be its own and shall not be or constitute debts, liabilities, and obligations of the Members.

20.2 The Authority shall defend and hold harmless the Lead District and Members from all liability and damages resulting from actions by the Authority, its Board of Directors, officers, employees, or agents, when acting on behalf of the Authority.

20.3 Each Member is solely liable for any claims, suits, and liability, including payment of any judgment and attorneys' fees and costs, caused solely by that Member and/or its governing body and members thereof, officers, employees, or agents except when a Member or its officers, employees, or agents are acting on behalf of the Authority or the Lead District.

20.4 No member, officer or employee of the Authority or the Members shall be individually or personally liable for any claims, losses, damages, costs, injury and liability of every kind, nature and description arising from the actions of the Authority or the actions undertaken pursuant to this Agreement, and the Authority shall defend such members, officers or employees against any such claims, losses, damages, costs, injury and liability. Without limiting the generality of the foregoing, no member, officer or employee of the Authority or of any Member shall be personally liable on any bonds or other debts or obligations be subject to any personal liability or accountability by reason of the issuance of bonds or other debts or obligations pursuant to the Act and this Agreement. To the full extent permitted by law, the Board of Directors shall provide for indemnification by the Authority of any person who is or was a member of the Board of Directors, or an officer, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a member of Board of Directors, or an officer, employee or other agent of the Authority, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in the course and scope of his or her office, employment or agency. In the case of a criminal proceeding, the Board may provide for indemnification and defense of a member of the Board of Directors, or an officer, employee or other agent of the Authority to the extent permitted by law.

Section 21: No Third Party Beneficiaries

This Agreement and the obligations hereunder are not intended to benefit any party other than the Authority and its Members, except as expressly provided otherwise herein. No entity not a signatory to this Agreement shall have any rights or causes of action against any other party to this Agreement as a result of that party's performance or non-performance under this Agreement, except as expressly provided otherwise herein.

Section 22: Severability

If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 23: Successors; Assignment

This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members. Except to the extent expressly provided herein, neither Member may assign any right or obligation hereunder without the consent of the other.

Section 24: Notices

Notices to the Members hereunder shall be sufficient if delivered to the superintendents of each of the Members, respectively.

Section 25: Filing of Notice of Agreement

25.1 Within 30 days after this Agreement becomes effective, the Lead Agency shall file with the Secretary of State the notice of Agreement required by section 6503.5 of the Act.

25.2 Within 30 days after this Agreement becomes effective, the Lead Agency shall file with the State Controller the notice of Agreement required by section 6503.6 of the Act.

25.3 Within 70 days after this Agreement becomes effective, the Lead Agency shall file with the Secretary of State and the County Clerk of the County of San Mateo the notice required by section 53051 of the California Government Code.

Section 26: Conflict of Interest

If allowable by applicable law, the Authority shall waive any conflict of interest as to representation by counsel if that conflict arises or may arise in connection with counsel's representation of one of the Members. The Authority shall, by resolution, adopt a conflict of interest code to the extent required by law.

Section 27: Section Headings

All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referenced to or to define or limit the scope of any provision of this Agreement.

Section 28: Governing Law

California's laws govern this Agreement's construction and interpretation. Unless this Agreement provides otherwise, any reference to laws, ordinances, rules, or regulations include their later amendments, modifications, and successor legislation.

Section 29: No Drafting Party & Acknowledgement of Prudent Review

The Members have jointly drafted, reviewed with counsel, and approved this Agreement so no presumption against any Member arising from the drafting of this Agreement may affect its interpretation. Each Member declares it has had an opportunity to review and understand the contents, rights, and responsibilities herein. The Members have further had the opportunity to seek independent legal advice regarding this Agreement.

Section 30: Entire Agreement

This Agreement constitutes the entire agreement and understanding between the Members and is a complete and exclusive statement of the terms of the Members' agreement pursuant to section 1856 of the California Code of Civil Procedure.

Section 31: Execution of Counterparts

This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed originals and shall together constitute but one and the same instrument.

Region 1

SAN JUAN UNIFIED SCHOOL DISTRICT

By: _____ Date: _____
Kent Kern, Superintendent

Region 2

SAN MATEO-FOSTER CITY SCHOOL DISTRICT

By: _____ Date: _____
Joan Rosas, Ed.D., Superintendent

SANTA CRUZ ELEMENTARY SCHOOL DISTRICT

By: _____ Date: _____
Kris Munro, Superintendent

Region 3

CENTRAL UNIFIED SCHOOL DISTRICT

By: _____ Date: _____
Andrew G. Alvarado, Superintendent

Region 4

SANTA CLARITA VALLEY FOOD SERVICES AGENCY

By: _____ Date: _____
Lynette Hodson, President SCVSFSA JPA Board

Region 5

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

By: _____ Date: _____
Michael D. Matthews, Ed.D., Superintendent

Region 6

SOUTH PASADENA UNIFIED SCHOOL DISTRICT

By: _____ Date: _____
Dr. Geoff Yantz, Superintendent

Region 7

WHITTIER UNION HIGH SCHOOL DISTRICT

By: _____ Date: _____
Martin J. Plourde, Superintendent

Region 8

POMONA UNIFIED SCHOOL DISTRICT

By: _____
Richard Martinez, Superintendent

Date: _____

Region 9

PALM SPRINGS UNIFIED SCHOOL DISTRICT

By: _____
Brian J. Murray, Ed.D., Assistant Superintendent, Business Services

Date: _____