

**PACIFIC COAST COLLABORATIVE FOOD WASTE REDUCTION PROJECT  
TRUST AGREEMENT**

This Trust Agreement (Agreement) is made as of \_\_\_\_\_, 2020 (Effective Date) by and between \_\_\_\_\_, as Grantor(s); and Daniel J. Silver, not individually but solely in a representative capacity, as Trustee.

**RECITALS**

- A. The Grantor(s) and the Beneficiaries are members of the Pacific Coast Collaborative (PCC), whose mission includes reducing food waste. The Beneficiaries contribute funds to PCC, which in turn distributes the funds to non-governmental organizations (NGOs) implementing the West Coast Food Waste Reduction Project. PCC also uses funding from the Beneficiaries to pay Cascadia Policy Solutions, which manages PCC's food waste program, and its subcontractors.
- B. The Grantor(s) and the Beneficiaries have, along with Cascadia Policy Solutions, three NGOs, and certain other governmental entities not parties to this Agreement, entered into a Memorandum of Understanding to Implement the West Coast Regional Food Waste Reduction Project (MOU). A copy of the MOU is attached to this Agreement as Exhibit 1.
- C. This Agreement establishes the Pacific Coast Collaborative Food Waste Reduction Project Trust (Trust) to receive funds from the Beneficiaries, to manage such funds, to distribute funds to NGOs implementing the West Coast Food Waste Reduction Project, and to pay Cascadia Policy Solutions and its subcontractors to manage PCC's food waste program.
- D. Daniel J. Silver has agreed to serve as the initial Trustee of the Trust.

The Grantor(s) and Daniel J. Silver agree as follows:

**SECTION 1  
DEFINITIONS**

In addition to the terms defined elsewhere in this Agreement, the following terms shall have the meaning given below:

"Beneficiaries" means the following jurisdictions that transfer funds to the Trustee pursuant to this Agreement: State of Washington, the State of Oregon, the State of California, and City of Seattle, the City of Portland, the City of San Francisco, and the City of Oakland.

"Cascadia Policy Solutions" means the environmental consulting firm of that name based in Washington.

“Grantor(s)” means \_\_\_\_\_.

“Losses” means claims, causes of action, liabilities, obligations, losses, costs, judgments, damages, or expenses (including attorney fees).

“NGOs” means the World Wildlife Fund, ReFED (Rethink Food Waste through Economics and Data), WRAP (Waste and Resources Action Programme), and any other non-governmental organization to which Cascadia Policy Solutions instructs the Trustee to distribute funds under this Agreement.

## **SECTION 2 THE TRUST**

2.1 Establishment of Trust. The Grantor(s) and the Trustee hereby establish the Pacific Coast Collaborative Trust for the benefit of the Beneficiaries.

2.2 Purpose of Trust. The purpose of the Trust is to manage the Trust Assets and to make distributions to the NGOs and payments to Cascadia Policy Solutions, all as provided in this Agreement.

2.3 Funding Trust. The Beneficiaries may transfer funds to the Trustee at any time after the Effective Date. The Beneficiaries intend to transfer to the Trustee the following sums in 2020:

a. State of Washington	\$100,000.00
b. State of Oregon	\$100,000.00
c. State of California	\$250,000.00
d. City of Seattle	\$25,000.00
e. City of Portland	\$25,000.00
f. City of San Francisco	\$25,000.00
g. City of Oakland	\$25,000.00

This Trust shall continue to exist even if one or more Beneficiaries do not transfer to the Trustee the sums shown above, and the Trustee shall fulfill his duties under this Agreement to the extent of the sums received. All sums transferred to the Trustee in accordance with this Agreement, including the initial transfers described above and any subsequent transfers, together with all earnings and profits thereon, constitute the Trust Assets.

2.4 Method of Transfers to Trustee. The Beneficiaries shall make all transfers to the Trustee by check, wire transfer, or ACH transfer, following instructions provided by the Trustee.

2.5 Termination of Trust. The Trust will terminate when (a) all Trust Assets are exhausted and no Beneficiary is willing to transfer additional funds to the Trust;

or (b) Cascadia Policy Solutions delivers to the Trustee written notice that the Grantor(s) have terminated the Trust. If the Trust is terminated, the Trustee shall promptly fulfill any remaining obligations under this Agreement, including satisfying any financial obligations. The Trustee shall then prepare an accounting of all remaining Trust Assets, and shall distribute the remaining Trust Assets to the Beneficiaries *pro rata*, based on the contribution made by each Beneficiary.

2.6 Communications with Beneficiaries. Except as provided elsewhere in this Agreement, Cascadia Policy Solutions shall serve as the point of contact for the Beneficiaries, and the Trustee may rely on statements and directions from Cascadia Policy Solutions that Cascadia Policy Solutions represents are made on behalf of the Beneficiaries. However, any Beneficiary may communicate directly with the Trustee at any time.

### **SECTION 3 THE TRUSTEE**

3.1 Initial Trustee. Daniel J. Silver shall serve as the initial Trustee.

3.2 Fiduciary Duties. The Trustee's powers shall be exercised solely in a fiduciary capacity consistent with, and in furtherance of, the purposes of the Trust as set forth in this Agreement, and solely in the interest of the Beneficiaries. The Trustee shall seek to manage the Trust with that degree of judgment, skill, and care under the circumstances then prevailing that persons of prudence, discretion, and intelligence, who are familiar with such matters, exercise in the management of their own affairs. The Trustee shall have the authority to bind the Trust, and any successor Trustee, or any successor or assign of the Trust, but shall for all purposes under this Agreement act in its fiduciary capacity and not individually.

3.3 Powers. The Trustee is authorized to perform any and all acts necessary and desirable to accomplish the purposes of the Trust, including but not limited to, the following:

- a. Receive, manage, invest, supervise, and protect Trust Assets as provided in this Agreement;
- b. Make distributions and payments as provided in this Agreement;
- c. Pay taxes and other obligations of the Trust;
- d. Engage and compensate employees and professionals to assist the Trustee with respect to its responsibilities under this Agreement;
- e. Execute and deliver all agreements, instruments, or other documents necessary to carry out the Trust's purposes and the Trustee's responsibilities under this Agreement; and
- f. Rely and act upon any resolution, certificate, statement, instrument, opinion, report, notice, request, order, or other paper or document the Trustee believes (i) is genuine, and (ii) was signed or presented by the proper person or persons.

3.4 Third-Parties. The Trustee is authorized to retain and pay, with Trust Assets, such third-parties as the Trustee may deem necessary or appropriate to assist the Trustee in carrying out its powers and duties under this Agreement, including but not limited to (a) a public accounting firm to review or audit the Trust's financial records and to prepare and file any tax returns, and (b) legal counsel. The Trustee shall not be liable for any act or omission made in accordance with the advice of a third-party professional.

3.5 Delegation. The Trustee may delegate the performance of services and the fulfillment of its responsibilities under this Agreement to other persons or entities (Delegees), and may compensate and reimburse such Delegees as provided in Section 3.6.

3.6 Compensation. The Trustee is entitled to reasonable compensation for services rendered on behalf of the Trust. The Trustee will bill the Trust for actual time spent providing such services. The Trustee's initial hourly rate is \$200. The Trustee may raise this rate annually in an amount not to exceed 3%, or the rate of inflation as calculated by the Consumer Price Index, whichever is higher. The Trustee's employees and Delegees also are entitled to reasonable compensation for services rendered on behalf of the Trust, provided their hourly rate of compensation does not exceed the Trustee's rate. In addition, the Trustee, its employees, and any Delegees are entitled to reimbursement for actual out-of-pocket fees and expenses incurred in connection with the performance of services under this Agreement for which receipts are provided, including but not limited to, costs of necessary travel, postage, photocopying, messenger fees, and scanning (Trust Expenses). Alternatively, the Trustee may use Trust Assets to pay Trust Expenses directly. All compensation and reimbursements shall be paid from the Trust Assets.

3.7 Exculpation. Except for Losses to the extent arising from gross negligence, willful misconduct, or fraud, the Trustee, its employees, and Delegees shall not be liable for any Losses arising from the performance of the Trustee's duties under this Agreement.

3.8 Indemnity. Except for Losses to the extent arising from gross negligence, willful misconduct, or fraud, the Trust shall indemnify, defend, and hold harmless the Trustee, its employees, and Delegees from and against any and all Losses, except to the extent the Losses are covered by insurance, which shall in all events be primary over the liability of the Trust to indemnify and defend the Trustee; provided, however, that the Trust's obligation under this Section 3.8 shall be limited to the extent of the Trust Assets.

3.9 Termination or Resignation of Trustee. The Trustee may resign by giving not less than sixty (60) days prior written notice to Cascadia Policy Solutions. In addition, the Trustee shall be deemed to have resigned when Cascadia Policy Solutions receives written statements from two physicians licensed to practice medicine that in the opinion of such physicians, any natural person then serving as Trustee, as a result of illness, age, or other cause, no longer has the capacity to act prudently or effectively in managing the affairs of the Trust. The Trustee may be terminated for negligence, willful misconduct, or fraud, or for having violated the provisions of this Agreement. Termination shall be

effective immediately upon the Trustee's receipt of written notice of termination from Cascadia Policy Solutions.

3.10 Successor Trustee. If the Trustee resigns or is terminated, the Beneficiaries shall appoint a successor Trustee. If for any reason the Beneficiaries cannot or do not appoint a successor Trustee within forty-five (45) days after the Trustee resigns, the Trustee may apply to a court of competent jurisdiction to appoint a successor Trustee or for other instructions. Any successor Trustee who executes an instrument accepting such appointment shall immediately become vested with all of the estates, rights, powers, and duties of its predecessor, with like effect as if originally named herein.

3.11 No Bond. The Trustee shall serve without bond.

#### **SECTION 4 TRUST ASSETS**

4.1 Management of Funds. The Trustee shall invest and reinvest the principal and income, if any, of the Trust Assets in a single account that will preserve the principal value of the Trust Assets. Trust Assets may be held only in a checking account or money market savings account.

4.2 No Commingling. The Trustee shall not commingle the Trust Assets with any other funds.

#### **SECTION 5 DISTRIBUTIONS AND PAYMENTS**

5.1 Distributions to NGOs. The Trustee shall promptly make distributions to the NGOs as directed by Cascadia Policy Solutions.

5.2 Payments. The Trustee shall promptly make payments to Cascadia Policy Solutions and to its subcontractors on presentation of an invoice approved by the voting members of the PCC Food Waste Steering Committee, as defined in the MOU.

#### **SECTION 6 TAXES AND FINANCIAL REPORTING**

6.1 Accounting. The Trustee shall maintain books and records relating to the Trust Assets, distributions and payments made in accordance with Section 5, and any liabilities of and claims against the Trust in such detail and for such time as necessary to enable the Trustee to make full and proper accounting as required by this Agreement and to comply with applicable law, including payment of any and all taxes owed by the Trust. The Beneficiaries shall have the right, upon thirty (30) days' advance written notice, to inspect the Trust's financial books and records.

6.2 Annual Reports. As soon as practicable after the end of each calendar year, the Trustee shall submit to the Beneficiaries a written report including (a) financial statements of the Trust at the end of such year, and the Trust's receipts and its distributions and payments pursuant to Section 5 for such year; (b) a description of any action taken by the Trustee in performance of its duties that, as determined by legal counsel, accountants, or other professional advisors, materially and adversely affects the Trust, for which notice has not previously been given to the Beneficiaries; and (c) an accounting of all costs and expenses incurred by the Trust in that year. The Trustee shall promptly prepare and submit additional reports to the Beneficiaries whenever, as determined by legal counsel, accountants, or other professional advisors, an adverse material event or change occurs that affects the Trust. In addition, the Trustee shall, upon reasonable request of the Beneficiaries, provide documents to the Beneficiaries substantiating compliance with the terms of this Agreement.

## **SECTION 7 MISCELLANEOUS PROVISIONS**

7.1 Amendment. This Agreement may be amended only by a written instrument signed by the Grantor(s) and the Trustee.

7.2 Additional Beneficiaries. Additional persons may become Beneficiaries on terms established by the Grantor(s). Any new Beneficiary shall be identified as such in an amendment to this Agreement.

7.3 Notice. Any written notice or communication regarding this Agreement shall be sent by U.S. mail, postage prepaid, by a nationally-recognized overnight carrier, charges prepaid, or by electronic mail, to the appropriate address shown below; provided, however, that any notice described in Section 2.5 (Termination of Trust) or Section 3.9 (Termination or Resignation of Trustee) may not be sent by electronic mail:

Cascadia Policy Solutions:

Attention: Jay Manning and Meredith Marshburn  
606 Columbia Street NW, Suite 212  
Olympia, WA 98501  
(360) 786-5057  
[jmanning@cascadialaw.com](mailto:jmanning@cascadialaw.com)  
[mmarshburn@cascadialaw.com](mailto:mmarshburn@cascadialaw.com)

Trustee:

Daniel J. Silver  
606 Columbia Street NW, Suite 212  
Olympia, WA 98501  
(360) 754-9343  
[danieljsilver@msn.com](mailto:danieljsilver@msn.com)

7.3 Governing Law. This Agreement shall be administered and construed in accordance with the laws of the State of Washington, without giving effect to rules governing the conflict of laws that would require the law of another jurisdiction be applied.

7.4 Situs and Venue. The situs of the Trust shall be in Washington. Venue for any litigation regarding this Trust Agreement shall be in Washington.

7.5 Survival. The provisions of Sections 3.7 and 3.8 shall survive the termination of the Trust, and may not be amended in a manner that would deny the protection of those provisions to a previous or existing Trustee.

7.6 Headings. The section headings in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement.

7.7 Severability. If any provision of this Agreement or its application to any person or circumstance is finally determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to other persons or circumstances, shall not be affected, and such provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed and acknowledged the Pacific Coast Collaborative Food Waste Reduction Project Trust Agreement, or caused it to be executed and acknowledged on their behalf by their duly authorized officers, as set forth below.

NAME OF GRANTOR

\_\_\_\_\_  
*Date*

By \_\_\_\_\_  
*Name* \_\_\_\_\_  
*Title* \_\_\_\_\_  
*Address* \_\_\_\_\_  
*Phone Number* \_\_\_\_\_

DANIEL J. SILVER  
Solely in the fiduciary capacity of Trustee  
and not individually

\_\_\_\_\_  
*Date*

By \_\_\_\_\_  
*Name* Daniel J. Silver  
*Title* Trustee  
606 Columbia St NW  
Suite 212  
Olympia WA 98501  
(360) 754-9343  
\_\_\_\_\_