

PARTNERSHIP AGREEMENT BETWEEN THE GUADALUPE-COYOTE RESOURCE CONSERVATION DISTRICT AND THE SAN JOSE WATER COMPANY

I. PARTIES

- Guadalupe-Coyote Resource Conservation District (“GCRCD”), an independent special district of the State of California.
- San Jose Water Company (“SJWC”), an investor owned public utility operating in the greater San Jose metropolitan area.

II. PURPOSE

The Parties recognize the importance of natural resources conservation and environmental stewardship, and have chosen to sign this Partnership Agreement (“PA”) to formalize a mutual initiative to collaborate on watershed restoration and enhancement projects, community outreach, and public education.

III. COMMON UNDERSTANDING OF THE PARTIES

The Parties intend to engage in a number of collaborative projects leveraging their individual and pooled expertise and resources. Relevant activities of the Parties under this PA may include but are not limited to administrative and technical support; joint applications for grants and cooperative agreements; data collection and analysis; research publications; educational workshops; design and implementation of watershed projects; and public engagement. Before undertaking any specific project that would require the Parties to invest resources other than in-kind services, the Parties will enter into a written supplemental special project agreement that identifies project priorities, objectives, and schedule, and describes each Party’s responsibility for providing the financial or other resources needed to implement the project to meet the stated objectives. Any supplemental agreement for a special project may reference this PA as appropriate.

IV. RESOURCE OBLIGATIONS.

This PA describes the Parties’ broad interest in and intent to collaborate in areas of mutual interest. All activities that may be undertaken under this PA are subject to the availability of personnel, resources, and funds. This PA does not create binding, enforceable obligations against any Party. This PA does not affect or supersede any existing or future agreements or arrangements among the Parties and does not limit the Parties’ ability to enter other agreements or arrangements related to this PA. The Parties acknowledge that the terms and conditions of any such agreements shall comply with applicable law and regulations, and shall be negotiated and executed by appropriate representatives under procedures that comply with applicable laws and regulations that govern contracts between government agencies and non-government entities.

V. GENERAL PROVISIONS

Independent Entities. Each Party acknowledges that it will act within its separate authority and independent capacity in the performance of its respective functions under this PA. Nothing in this

PA shall: a) be construed as obligating either Party to the delivery of services or to the expenditures of funds; or b) create any third-party beneficiaries or otherwise confer any rights or remedies to any non-Party.

Assurances. The Parties agree to abide by all applicable Federal and State Statutes and orders relating to environmental laws and regulations and the Endangered Species Act, and Federal and State protection of rivers and waterways and historic and archeological preservation in the performance of activities in this PA.

Mutual Indemnification. GCRCD agrees to indemnify, defend, and hold SJWC, agents, successors, and assigns harmless from and against all claims, causes of action, liabilities, damages, judgments, and other costs and expenses suffered or incurred by any of them arising out of or on account of GCRCD's performance hereunder. SJWC agrees to indemnify, defend, and hold GCRCD harmless from and against all claims, causes of action, liabilities, damages, judgments, and other costs and expenses suffered or incurred by any of them arising out of or on account of SJWC's performance hereunder.

Non-Discrimination Policy. Parties shall not discriminate against any person on the basis of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, religion, gender, gender identity or gender expression, age, physical and invisible disability, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996) in the performance of activities included in this PA.

Information Sharing. In their shared efforts to educate and build consensus across government, academic, and community-based stakeholders, the Parties may elect to share with each other information that is in the public domain and considered non-confidential. SJWC acknowledges that as a public agency, GCRCD is subject to the California Public Records Act, and may be required to share information that is provided to it through this PA if a request is made that is not otherwise subject to exemption under State law.

VI. NOTICES

Any notice required or desired to be given under this PA shall be deemed given if in writing sent by first class or electronic mail to the addresses of the Parties as follows:

Stephanie Moreno, Executive Director
GCRCD
1560 Berger Drive, Suite 211
San Jose, CA 95112
408-288-5888
smoreno@gcrcd.org
www.rcdsantaclara.org

[insert authorized signatory's name/title]
SJWC
110 West Taylor St.
San Jose, CA 95110-2131
[insert phone number]
[insert email]
www.sjwater.com

VII. DURATION, TERMINATION, AND MODIFICATION

This PA shall become effective when signed by both Parties, and continue in force until terminated. All modifications shall be in writing and approved by each Party. The PA may be terminated at any time by mutual consent of all Parties, or by one party by giving sixty (60) days written notice to the other.

IN WITNESS HEREOF, the Parties hereto have executed this PA as of the effective date set forth in Section VII.

Signed: _____

Stephanie Moreno, Executive Director
GCRCD
1560 Berger Drive, Suite 211
San Jose, CA 95112
408-288-5888
smoreno@gcrcd.org
www.rcdsantaclara.org

Date: _____

Signed: _____

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Date: _____