

MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN BENITO RESOURCE CONSERVATION DISTRICT AND THE NORTH SANTA CLARA RESOURCE CONSERVATION DISTRICT

I. PARTIES

- San Benito Resource Conservation District (“SBRCD”) an independent special district of the State of California.
- North Santa Clara Resource Conservation District (“NSRCD”), an independent special district of the State of California.

II. PURPOSE

The Parties are government entities authorized by Division 9 of the California Public Resources Code, with locally appointed or elected Boards of Directors that are accountable to their constituents and responsible for the delivery of natural resource conservation services within their respective boundaries. The parties address similar resource and conservation issues due to their common statutory purpose and proximity, which creates opportunities for joint and collaborative initiatives across district boundaries from time to time. They have chosen to sign this Memorandum of Understanding (“MOU”) to formalize a mutual initiative to collaborate on agricultural programs, watershed restoration and enhancement projects, community outreach, and public education.

III. COMMON UNDERSTANDING OF THE PARTIES

The Parties are interested in engaging in collaborative projects that provide benefits to both jurisdictions by leveraging individual and pooled expertise and resources. Relevant activities of the Parties under this MOU 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 agreement that identifies specific 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 agreement for a special project may reference this MOU as appropriate.

IV. RESOURCE OBLIGATIONS

This MOU describes the Parties’ broad interest in and intent to collaborate in areas of mutual interest. All activities that may be undertaken under this MOU are subject to the availability of personnel, resources, and funds. This MOU does not create binding, enforceable obligations against any Party. This MOU 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 MOU. 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 MOU. Nothing in this MOU 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 MOU.

Mutual Indemnification. NSCRCD agrees to indemnify, defend, and hold SBRCD 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 solely from NSCRCDs performance or failure to perform under this MOU. SBRCD agrees to indemnify, defend, and hold NSCRCD 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 solely from SBRCD's performance or failure to perform under this MOU.

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 MOU.

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. SBRCD and NSCRCD agree to mark any confidential or sensitive client information that it may share so that the other Party is aware of the confidential or sensitive nature of such information ("Confidential Information"). The Parties acknowledges that as public agencies, they are subject to the California Public Records Act ("CPRA"), and may be required to disclose Confidential Information that is provided to it through this MOU 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 MOU 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
NSCRCD
1560 Berger Drive, Rm 211, San Jose CA 95112
408-288-5888
smoreno@gcrd.org

Karminder Brown, Executive Director
SBRCD
2337 Technology Parkway, Suite C
Hollister CA 95023
831-524-3816
karminder@rcdsanbenito.org

VII. DURATION, TERMINATION, AND MODIFICATION

This MOU 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 MOU 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 MOU as of the effective date set forth in Section VII.

Signed: _____

Susan Hare, Board President
NSCRCD
1560 Berger Drive, Rm 211, San Jose CA 95112
408-288-5888
gcrd@gcrd.org

Signed: _____

Cameron Wright, Board President
SBRCD
2337 Technology Parkway, Suite C
Hollister CA 95023
831-524-3816
karminder@rcdsanbenito.org

Date: _____

Date: _____