

# PARTNERSHIP AGREEMENT BETWEEN THE NORTH SANTA CLARA RESOURCE CONSERVATION DISTRICT AND THE CITY OF PALO ALTO

## I. PARTIES

- North Santa Clara Resource Conservation District (“DISTRICT”), an independent special district located in the northern Santa Clara County and whose jurisdiction includes lands located within the City of Palo Alto.
- City of Palo Alto (“CITY”), a charter city located in northwestern Santa Clara County and whose jurisdiction includes lands located within the DISTRICT.

## II. PURPOSE

The Parties recognize the importance of natural resource conservation to ensure the resilience and health of California’s water, soil, wildlife habitat, and other natural resources, and to mitigate and adapt to the impacts of climate change. DISTRICT is authorized by the State of California to develop and implement projects and programs for these purposes (see Division 9, Public Resources Code). The CITY has adopted goals and priorities for the protection of natural resources and environmental features that sequester carbon, reduce stormwater runoff, promote infiltration, prevent soil erosion, and increase ecosystem biodiversity, and has established a Code Enforcement Division (“DIVISION”) to ensure permit and regulatory compliance by landowners in developing and managing their built and natural environments. This Partnership Agreement (“AGREEMENT”) will facilitate the provision of technical assistance to the CITY by the DISTRICT to assist in the development of natural resource conservation and restoration recommendations for properties of concern to the DIVISION. This AGREEMENT does not and should not be interpreted to limit or in any way affect the CITY’s exclusive authority and responsibility for permitting decisions under [relevant authority - City Code].

## III. COMMON UNDERSTANDING OF THE PARTIES

The Parties intend to engage collaboratively by leveraging their individual and pooled expertise and resources. The Parties have determined that the DISTRICT is capable of providing technical services at a level that is consistent with the level of service contemplated by the City, and that the DISTRICT’S provision of technical services to the City under this AGREEMENT will serve as an efficient and cost-effective alternative to the CITY independently providing such services. Relevant activities of the Parties under this AGREEMENT may include but are not limited to administrative and technical support; data collection and analysis; and development of habitat restoration recommendations for DIVISION cases. DISTRICT may subcontract with a third party to provide services for this project as needed.

## IV. SCOPE OF WORK:

DISTRICT agrees to:

- Provide natural resource technical assistance and/or habitat restoration recommendations to the CITY on active DIVISION cases upon request if DISTRICT is available and confirms such assistance falls within its areas of expertise.
- Provide timely responses to requests for services on DIVISION cases.
- Provide in-house initial consultations on new cases as an in-kind service.

- Provide a proposed scope of services and estimated budget after initial site visit, if requested.
- Limit fees billed to the CITY to actual DISTRICT costs to provide services, with DISTRICT indirect costs capped at 10%.

CITY agrees to:

- Provide a reasonable amount of time for DISTRICT to respond to requests for services on DIVISION cases.
- Provide access to DIVISION case information in order for DISTRICT to provide relevant services and responsive recommendations.
- Facilitate reasonable and timely access to property for DISTRICT to conduct site visits and collect information necessary to provide technical services.
- Reimburse the DISTRICT for its costs to provide services, including reimbursement of third-party expenditures.

## V. PAYMENT

- [outline City procedures for payments]

## VI. 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 AGREEMENT. Nothing in this AGREEMENT shall: a) be construed as obligating either Party to the delivery of services or to the expenditures of funds not outlined in the AGREEMENT; 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 environmental laws and regulations, including but not limited to those relating to endangered species, clean water, and cultural and historic resources, in the performance of activities in this AGREEMENT.

Mutual Indemnification. DISTRICT agrees to indemnify, defend, and hold CITY, 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 DISTRICT's performance or failure to perform under this AGREEMENT. CITY agrees to indemnify, defend, and hold DISTRICT 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 CITY's performance or failure to perform under this AGREEMENT.

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 AGREEMENT.

Information Sharing. In their shared efforts to implement the PROJECT, the Parties may elect to share with each other information that is in the public domain and considered non-confidential. CITY agrees to mark any confidential or sensitive information that it may share with

DISTRICT so that DISTRICT is aware of the confidential or sensitive nature of such information (“CONFIDENTIAL INFORMATION”). Parties acknowledge 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 them through this AGREEMENT if a request is made that is not otherwise subject to exemption under State law. Notwithstanding the foregoing, the Parties will provide prompt notice of any CPRA request or requirement that includes CONFIDENTIAL INFORMATION so that a protective order or other appropriate remedy may be sought. If, in the absence of a protective order or other remedy, the Parties are nonetheless, based on the advice of counsel, legally compelled to disclose the CONFIDENTIAL INFORMATION, Parties may, without liability, disclose only that portion of the CONFIDENTIAL INFORMATION which such counsel advises is legally required to be disclosed, provided that the Parties exercise reasonable efforts to preserve the confidentiality of the information, including, without limitation, by cooperating in the other Party’s efforts to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the CONFIDENTIAL INFORMATION.

**VII. NOTICES**

Any notice required or desired to be given under this AGREEMENT 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	[insert name/title of City representative]
North Santa Clara RCD	City of Palo Alto
1560 Berger Drive, Suite 211	[insert address]
San José, CA 95112	[insert city/state/zip]
408-288-5888	[insert phone number]
<a href="mailto:smoreno@gcrccd.org">smoreno@gcrccd.org</a>	[insert email]
<a href="http://www.rcdsantaclara.org">www.rcdsantaclara.org</a>	[insert website address]

**VIII. DURATION, TERMINATION, AND MODIFICATION**

This AGREEMENT shall become effective when signed by both Parties, and continue in force until March 30, 2026. All modifications shall be in writing and approved by each Party. AGREEMENT may be renewed or extended at any time. The AGREEMENT 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 AGREEMENT as of the effective date set forth in Section VII.

Signed: \_\_\_\_\_

Stephanie Moreno, Executive Director  
DISTRICT  
1560 Berger Drive, Room 211  
San Jose, CA 95112  
8361-235-1799

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

[insert name/title of authorized signatory]  
CITY  
[insert mailing address]  
[insert city, state, zip]  
[insert phone number]

Date: \_\_\_\_\_