

Partnership Agreement Between the North Santa Clara Resources Conservation District and the Santa Clara County Fire Safe Council

This Partnership Agreement (“Agreement”) by and between the North Santa Clara Resource Conservation District (“RCD”), formerly known as the Guadalupe-Coyote Resource Conservation District, an independent special district located in Santa Clara County, and the Santa Clara County Fire Safe Council, (“FSC”), a California public benefit corporation operating in Santa Clara County (each individually, a “Party,” and collectively, the “Parties”) is entered into for implementation of the *Los Gatos Creek Watershed Collaborative Forest Health Grant Project*.

1. **Purpose.** FSC has been awarded and entered into a Grant Agreement with the State of California, Department of Forestry and Fire Protection (CALFIRE) (the “Grant Agreement”) for Project Title 2021 – Los Gatos Creek Watershed Collaborative Forest Health Grant Project – Grant 8GG20604 (the “Grant Project”). The Grant Agreement is attached as Exhibit A. Part of the Project involves preparing a Project-Specific Analysis and Addendum (“PSA”) pursuant to the California Vegetation Treatment Program (“CalVTP”) Program Environmental Impact Report (“Program EIR”) for western Santa Clara County. This Agreement outlines how RCD and FSC will work together to determine if the proposed treatments are within the scope of the CalVTP Program EIR and to prepare an environmental document complete-related activities to demonstrate that meets the requirements of compliance with the California Environmental Quality Act (“CEQA”) (“PSA Project”). This Agreement does not cover portions of the Grant Project unrelated to the PSA Project.

2. **Common Understandings of the Parties.** The Parties intend to engage collaboratively in the PSA Project by leveraging their individual and pooled expertise and resources. The Parties may subcontract with third parties to perform services for the PSA Project as applicable.

3. **Term.** This Agreement is effective as of _____ and is scheduled to expire upon RCD’s certification of the CEQA document for approval of the PSA and expiration of any related statute of limitation without litigation, estimated to be on or before _____.

4. **Scope of Work.**

a. RCD shall:

i. _____ Serve as lead agency to prepare and consider for approval an environmental document for PSA for vegetation treatment in western Santa Clara County, pursuant to that is consistent with the CalVTP and complies with CEQA on, pursuant to the timeline attached as Exhibit B.

i. ~~Provide sufficient input to consultants and subcontractors engaged in the PSA Project to enable the exercise of RCD’s independent judgment with respect to all CEQA documents.~~

ii. Comply with all ~~applicable~~ terms of the Grant Agreement applicable to the PSA Project.

iii. Provide staff time for PSA Project management, ~~manage necessary consultants and subcontractors (including by soliciting, evaluating, and executing agreements with same), and~~ and prepare related invoices for FSC.

iv. Allow input from FSC on PSA Project planning and implementation strategies. Provide timely responses to requests for input from FSC on same.

v. Coordinate with FSC and other project partners as needed to complete the CEQA document for the PSA Project.

b. FSC shall:

i. Administer the Grant Agreement and manage the completion of the overall Grant Project, of which the PSA Project is a part, including the involvement of affected landowners and other parties.

ii. Provide RCD with sufficient opportunity for input and consultation with consultants, subcontractors, affected landowners, and other parties engaged in the PSA Project to enable the exercise of RCD's independent judgment with respect to all CEQA documents.

iii. Manage necessary consultants and subcontractors (including by soliciting, evaluating, and executing agreements with same), while ensuring that RCD's input to consultants and subcontractors is sought and incorporated into PSA Project documents.

~~i~~iv. Provide timely responses to requests for input from RCD on PSA Project planning and implementation strategies.

~~ii~~v. Comply with all terms of the Grant Agreement.

~~iii~~vi. Pay RCD invoices for the PSA Project, up to a total of _____.

~~iv~~vii. Coordinate with RCD and other project partners as needed to complete the Grant Project, including by inviting the RCD to participate in all meetings and other communications with regulatory agencies, including those that may be considered responsible or cooperating agencies for purposes of CEQA.

5. Invoices and Payment.

a. RCD shall provide a detailed invoice, including supporting documentation, to FSC for reimbursement of its staff time, subcontractors, and other direct costs allowed for the PSA Project under the Grant Agreement, on a monthly basis.

b. FSC shall reimburse RCD within 30 days of its receipt of the RCD invoice and supporting documentation, provided the invoice and supporting documentation request payment for allowed activities and expenses under this Agreement and the Grant Agreement.

6. **Project Termination.**

a. In the event of non-completion RCD's scope of work or termination of the Grant Agreement, FSC may suspend or termination the PSA Project by providing written notice to RCD. Upon such notice, RCD shall immediately suspend further work on the PSA Project and transmit any materials prepared pursuant to this Agreement to FSC. FSC shall pay for work completed by RCD or its consultants, but shall be under no further obligation to pay RCD or its consultants for work related to the PSA Project occurring on or after the date of notice.

b. Unless the provisions of this Agreement provide otherwise, this Agreement may be rescinded, modified or amended only by mutual written agreement between the Parties.

7. Mutual Indemnification. RCD agrees to indemnify, defend, and hold FSC, and its Board, officers, employees, representatives, agents, contractors and successors, heirs and assigns of same ("Indemnified Parties") harmless from and against all claims, causes of action, liabilities, damages, judgments, and other costs and expenses, including reasonable attorneys fees ("Claims") suffered or incurred by any of them arising solely from RCD's performance or failure to perform under this Agreement. FSC agrees to indemnify, defend, and hold RCD and its Indemnified Parties harmless from and against all Claims suffered or incurred by any of them arising solely from FSC's performance or failure to perform under this Agreement. The duty to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778 with counsel reasonably acceptable to the Indemnified Parties. ~~In no instance shall FSC be obligated to indemnify, defend, or hold harmless RCD, or otherwise participate, in litigation related to RCD's consideration or approval of the PSA under CEQA.~~

8. **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.

~~9.~~ **Nondiscrimination.** 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. ~~Partners shall not discriminate against any person on the basis of sex, race, religion (creed), color, national origin, age, ancestry, sexual orientation, disability, medical condition, or marital status in the performance of project activities included in the scope of work.~~

10.9. 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 nonconfidential. Each Party agrees to mark any confidential or sensitive information that it may share with the other Party so that they are each aware of the confidential or sensitive nature of such information (“Confidential Information”). Parties acknowledge that as public agencies, RCD is 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, RCD will provide prompt notice to FSC of any CPRA request or requirement that relates to any FSC 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, RCD are nonetheless, based on the advice of counsel, legally compelled to disclose FSC Confidential Information, RCD may, without liability, disclose only that portion of the FSC Confidential Information which such counsel advises is legally required to be disclosed, provided that RCD exercises reasonable efforts to preserve the confidentiality of the information, including, without limitation, by cooperating in FSC’s efforts to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the to the Confidential Information.

11.—No failure by either party hereto at any time to give notice of any breach by the other party of, or to require compliance with, any condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. ~~Waiver. Any failure by a party to enforce its rights under this agreement, in the event of a breach, shall not be construed as a waiver of said rights; and the waiver of any breach under this Agreement shall not be construed as a waiver of any subsequent breach.~~

IN WITNESS HEREOF, the parties hereto have executed this agreement as of the date of last signatory.

Signed: _____

Signed: _____

Date: _____

Date: _____

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