



Guadalupe-Coyote Resource Conservation District (GCRCD)

888 N. 1st Street, Suite 204, San Jose, CA 95112
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PARTNERSHIP AGREEMENT

This Partnership Agreement ("AGREEMENT") between Guadalupe-Coyote Resource Conservation District ("GCRCD"), a resource conservation district, and Veggielution Community Farm ("Veggielution"), a non-profit organization operating in Santa Clara County, is for implementation of their joint project, known as the *Xerces Monarch Butterfly and Pollinator Hedgerow Project* (Project"). GCRCD has received a grant of five pollinator kits from the Xerces Society (Exhibit A), which will be planted, maintained and monitored by Veggielution at their community farm site.

A. Term. This Agreement is effective as of September 1, 2020 and shall expire upon completion of the project installation and final report to the Xerces Society, which is due by June 30, 2020.

B. Scope of Work.

1. GCRCD is:
 - a. Providing in-kind staff time for grant application and administration, including submittal of final report to the Xerces Society.
 - b. Picking up and delivering the kits to Veggielution from the NRCS Plant Materials Center in Lockeford.
 - c. Providing \$2,000 for the purchase of irrigation supplies and interpretative/educational signage.
 - d. Providing additional staff time as needed for successful implementation of the project.
2. Veggielution is:
 - a. Providing the site for the planting.
 - b. Providing in-kind staff time for ground preparation, irrigation installation, planting, and hedgerow maintenance.
 - c. Conducting the monitoring and public outreach outlined in the Xerces grant agreement (Exhibit A) and application (Exhibit B).
 - d. Providing the monitoring, data and photos required under the Xerces grant agreement (Exhibit A) and application (Exhibit B) so that GCRCD can prepare and submit the final report.

C. Invoices and Payment.

1. Veggielution shall provide an invoice for the \$2,000.00 partner funding to GCRCD.
2. GCRCD shall provide payment of funding to Veggielution upon within 20 days of receipt of invoice.

D. Indemnity

1. GCRCD shall waive all claims and recourse against Veggielution, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this AGREEMENT, except claims arising from the concurrent or sole negligence of the GCRCD, its officers, agents, and employees.
2. Veggielution shall waive all claims and recourse against GCRCD, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way

connected with or incident to this AGREEMENT, except claims arising from the concurrent or sole negligence of the Veggielution, its officers, agents, and employees.

E. Project Termination

1. In the event of non-completion of Veggielution’s scope of work, GCRCD may request the return of any funding advanced or reimbursed.
2. In the event of non-completion of GCRCD’s scope of work, Veggielution may suspend the project.
3. Unless the provisions of this agreement provide otherwise, this agreement may be rescinded, modified or amended only by mutual written agreement between the partners.

F. Nondiscrimination

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.

G. Liability

GCRCD assumes no responsibility for assuring the safety of construction, site improvements or programs related to planting, irrigation and sign installation on the Veggielution site.

H. 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.

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408-288-5888
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Date: _____

Date: _____

EXHIBIT A:
Xerces Agreement (attached)

EXHIBIT B:
Xerces Society Application for Kits (attached)