

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
SANTA CLARA VALLEY WATER DISTRICT AND  
OUR CITY FOREST FOR THE LAWN BUSTERS PROGRAM**

This Memorandum of Understanding ("MOU"), effective as of July \_\_\_\_, 2021 ("Effective Date"), is made by and between Our City Forest, a non-profit 501(c)(3) organization incorporated in the State of California ("OCF"), and the Santa Clara Valley Water District, a special district created by the California Legislature ("VALLEY WATER"), regarding their understanding of obligations pertaining to the OCF's Lawn Busters Program ("Program").

**RECITALS**

WHEREAS Our City Forest implements the Lawn Busters Program, a water-efficient lawn conversion direct installation program that targets low-income, US Veteran, persons with a disability and senior citizens; and

WHEREAS the Program provides residents who qualify and schools in disadvantaged communities ("Target Audience") with direct installation services for water efficiency upgrades, and in-person technical expertise designed to reduce water demand in Santa Clara County; and

WHEREAS the Program also provides Do-It-Yourself (DIY) Lawn Busters trainings to residents; and

WHEREAS VALLEY WATER seeks to reimburse OCF for providing said efficiency upgrade installation services and trainings in an amount not-to-exceed \$290,000.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties expressed in this MOU, the parties agree to the following terms and conditions:

**1. OUR CITY FORESTS'S RESPONSIBILITIES**

- a. OCF shall administer the Lawn Busters Program, which includes the Lawn Busters Direct Installation Program and the Lawn Busters DIY Trainings.
- b. OCF shall develop all educational, marketing and outreach materials, which are subject to VALLEY WATER's approval, for the Program.
- c. OCF shall invoice VALLEY WATER for eligible amounts specified in Section 2(a) below on a bi-annual basis, by January 30<sup>th</sup> and July 30<sup>th</sup> of each year. Bi-annual invoices shall include a list of all participation information for which OCF is seeking payment (see Appendix A for details of required invoice data).

**2. VALLEY WATER'S RESPONSIBILITIES**

- a. Subject to the limitations, terms and conditions of this MOU, VALLEY WATER agrees to pay OCF the amounts specified below (not-to-exceed a total amount of \$290,000 during the term of this MOU) for certain water efficiency services within Santa Clara County that are undertaken through the Lawn Busters Program:
  - 1) \$4 per square foot for replacing turf with climate-appropriate landscaping. The total amount payable for turf replacement services shall not exceed 30,000 square feet of converted landscape per year. All Lawn Busters turf replacement projects must be located at residential sites belonging to low-income, US Veteran, persons with a disability and/or senior citizens, or schools located in the Disadvantaged Community. All turf conversions must meet all of VALLEY WATER's Landscape Conversion Rebate Program requirements.
  - 2) \$25,000 per year for monthly two-day Do-It-Yourself Lawn Busters trainings.

### **3. HOLD HARMLESS AND LIABILITY**

- a. Each party ("Indemnifying Party") agrees to indemnify, defend at its own expense, including attorneys' fees, and hold harmless the other party ("Indemnified Party") from and against all claims, costs, penalties, causes of action, demands, losses and liability of any nature whatsoever, including but not limited to liability for bodily injury, sickness, disease or death, property damage (including loss of use) or violation of law, caused by or arising out of or related to the negligence, or willful misconduct of that Indemnifying Party, its officers or employees, or any other agent acting on its behalf.
- b. The rights, duties, and obligations of the Indemnifying Parties as set forth above in this Section 3. Hold Harmless and Liability will survive termination, suspension, completion, and expiration of this MOU.

### **4. DOCUMENT REVIEW**

VALLEY WATER and OCF will, upon reasonable advance written notice, make available for inspection to the other party records, books and other documents relating to the PROGRAMS.

### **5. TERM**

The term of the Agreement is from July 1, 2021 to June 30, 2023, or until funds are depleted, whichever occurs first. The term of the Agreement may be extended by mutual consent of the Parties. This Agreement shall be contingent upon approval of program funding each fiscal year by both VALLEY WATER's Board of Directors and by OCF.

### **6. NOTICE**

Any notice, payment, credit or instrument required or permitted to be given hereunder shall be deemed received upon personal delivery or five (5) days after deposit in any United States mail depository, first class postage prepaid and addressed to the party for whom intended.

If to VALLEY WATER:

Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118  
Attn: Conservation Programs

If to OCF:

Rhonda Berry  
President & CEO, Our City Forest  
646 N. King Rd  
San Jose, CA 95133

Either party may change such address by notice given to the other party as provided in this Section 6.

### **7. ENTIRE MOU**

This MOU contains the entire MOU between VALLEY WATER and OCF relating to the PROGRAMS. Any prior agreements, promises, negotiations, or representations not expressly set forth in this MOU are of no force or effect.

### **8. AMENDMENTS**

The MOU may only be amended by written agreement executed by both parties.

## **9. ASSIGNMENT**

Neither party is allowed to assign, sublet, or transfer this MOU or any of the rights or interests in this MOU without the written consent of the other party.

## **10. WAIVER**

A Party's waiver of any term, condition, covenant, or breach of any term, condition, or covenant shall not be construed as a waiver of any other term, condition, or covenant, or breach of any other term, condition, or covenant.

## **11. SEVERABILITY**

The partial or total invalidity of one or more parts of this MOU will not affect the intent or validity or remaining parts of this MOU.

## **12. GOVERNING LAW**

This MOU is a contract under the laws of the State of California and for all purposes must be interpreted in accordance with such laws.

## **13. TERMINATION OF MOU**

This MOU may be terminated by either party hereto for any reason upon thirty (30) days written notice to the other party.

## **14. COUNTERPARTS**

This MOU may be executed in counterparts, each of which, when executed and delivered, will be deemed to be an original, and which taken together will be deemed to be one and the same instrument, and will be binding as executed.

## **15. SIGNATURES**

The individuals executing this MOU represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

(SIGNATURES FOLLOW ON NEXT PAGE)

In WITNESS WHEREOF, the parties have executed this MOU as of the EFFECTIVE DATE set forth above.

**OUR CITY FOREST**

APPROVED AS TO FORM:

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Rhonda Berry  
President and CEO  
Our City Forest

**SANTA CLARA VALLEY WATER DISTRICT**  
**a special district created by the California Legislature**

APPROVED AS TO FORM:

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Joseph D. Aranda  
Assistant District Counsel

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Tony Estremera  
Chair, Board of Directors

## **APPENDIX A**

### **Reporting Requirements**

Our City Forest shall include the following data for the Lawn Busters Program to Valley Water for each invoice:

#### **Lawn Busters Direct Installation Program**

- 1) Participants Full Name or Name of School
- 2) Contact information, including email and phone number
- 3) Site Address
- 4) Approximate turf conversion area
- 5) Single Family Home (yes/no)
- 6) Existing Irrigation System (yes/no)
- 7) First Contact Date
- 8) Conversion Date
- 9) Confirmed Lawn Size
- 10) How Qualified (Senior, Low-Income, Veteran, Disabled, School in DAC)
- 11) Verified Project Completion with site owner
- 12) Post Inspection: verified plant health; functioning irrigation system
- 13) Plant List for project site
- 14) Photos from sites, pre- and post-installation

#### **Lawn Busters DIY Trainings**

- 1) Participants Full Name
- 2) Contact Information
- 3) Participant's Address
- 4) Date of training
- 5) Photos from trainings

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