

Recording Requested By and
Return to:
Santa Cruz County
Resource Conservation District
820 Bay Avenue, Suite 136 Capitola, California 95010

**RECHARGE NET METERING (ReNeM)
PROJECT IMPLEMENTATION AND LONG-TERM MONITORING AGREEMENT**

This Project Implementation and Long-Term Monitoring Agreement (“agreement”) is made and entered into by and between the Resource Conservation District of Santa Cruz County (RCD), University of California, Santa Cruz (“UCSC”), and _____ (“Landowner(s)”) on _____, 20__ (“Effective Date”).

Introduction

WHEREAS, Landowner(s) owns the Property located at _____, APN _____, more particularly described on Exhibit “A” (the “Property”), attached hereto and incorporated herein; and,

WHEREAS, Landowner(s) has completed the Stage 1 and 2 Assessment of the Recharge Net Metering (ReNeM) Program (Program), and has been invited by PV Water to apply for a rebate as a participant in the Program; and,

WHEREAS, Landowner(s) is authorizing the RCD and UCSC, collectively known as “Partners”, or their designated employees, agents, or anyone authorized to perform tasks on their behalf to implement and monitor a managed aquifer recharge (MAR) project on the Property (the “Project”). A description of the Project and monitoring plan is attached hereto as Exhibit “B” and incorporated herein; and,

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

1) Legal Framework. This agreement shall be read in conjunction with the following documents (collectively, “Contract Documents”) which constitute the legal framework of this Agreement and are incorporated herein by this reference:

- Exhibit A Legal Description of Landowner’s Property
- Exhibit B Project Description and Long-Term Monitoring Plan
- Exhibit C Participant Requirements and Maintenance Obligations
- Exhibit D List of Performance Obligations and Termination Dates
- Exhibit E Funding Requirements, if applicable
- Exhibit F Landowner Insurance
- Exhibit G PV Water Rebate Application

2) Authorization. Landowner(s) authorizes the Partners, their designated employees, agents, or anyone authorized to perform tasks on their behalf, to enter the Property to conduct activities outlined in Exhibit B. Access will be limited to those portions of the real property that are relevant to the Project and those additional portions of the real property that are reasonably necessary to gain access to perform the Project. The Partners, their designated agents or anyone authorized to perform tasks on their behalf, will give Landowner reasonable notice (at least 24 hours) prior to entering the Property. Reasonable and actual notice may be given by mail, in person, by email or by telephone. The Partners agree to joint and several liability for personal injury or property damage to the extent caused by their active negligence or willful misconduct.

If Landowner is an individual, I certify I hold legal title to the Property on which the Assessment is occurring and I am not aware of any easements or restrictions on the Property that would be in conflict with the Project. _____ (*Initial if applicable*)

If Landowner is not an individual, but is instead a legal entity such as a corporation, partnership, trust etc., I certify that such entity holds legal title to the Property and that I have the full authority, including written proof, to sign for the entity. _____ (*Initial if applicable*)

3) Term. This Agreement shall remain in effect from the date of this Agreement through _____.

4) Photographs. Landowner(s) agrees to allow for before and after photographs to be taken of the Project.

5) Landowner's Insurance. Landowner(s) shall take out and maintain during the construction, monitoring, and maintenance of the Project, general liability insurance with limits of no less than One Hundred Thousand Dollars (\$100,000) per incident, unless otherwise approved by the RCD and UCSC.

6) Defense and Indemnification. Landowner(s) shall indemnify, defend, and hold harmless the Partners, and their officers, agents, employees and volunteers from and against all damages, liability, losses, claims, suits, or actions of any kind and nature whatsoever, including attorneys' fees (collectively, "Claims") arising from or relating to the project, except for Claims caused by the negligence, errors, omissions or willful misconduct of the Partners.

Landowner(s) acknowledge that PV Water will not be involved in the construction, monitoring, or maintenance of the Project and that PV Water's participation in the ReNeM Program does not create any relationship of co-partner, joint venturer, principal and agent or employer and employee between Landowner(s) and PV Water. PV Water shall not be held liable for any costs, damage, injury, or other possible adverse effects relating to the Project or the Program except as caused by the active negligence, sole negligence, or willful misconduct of PV Water.

7) No Assumption of Risk. The Partners does not assume any risk or responsibility whatsoever for any costs, damage, liability, injury, or other possible adverse effects relating to the project, except as caused by the negligence, errors, omissions or willful misconduct of the Partners, its officers, agents, employees and volunteers.

8) No Recourse. Landowner shall have no recourse against the Partners for further financial support or assistance except as expressly set forth in the Contract Documents.

9) Dispute Resolution.

a) Mediation. The Partners and Landowner agree to mediate any dispute or claim arising between them out of this Agreement before resorting to arbitration. The mediation fees shall be divided equally between the parties.

b) Arbitration. Any dispute or claim in law or equity arising out of this agreement that is not settled through mediation shall be decided by neutral binding arbitration in accordance with Part III, Title 9, of the California Code of Civil Procedure (commencing with Section 1280), and not by court action except as provided by California law for judicial review of arbitration proceedings. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties shall have the right to discovery in accordance

with Code of Civil Procedure Section 1283.05. Whenever possible, the arbitrator shall be a retired Superior or Appellate Court Judge or Justice, or someone of equivalent knowledge and experience and the arbitration proceeding shall take place in Santa Cruz County. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedy, shall not constitute a waiver of the right to arbitrate under this provision.

10) Implementation. Landowner agrees to abide by the following general principles relating to the Project:

a) Reasonableness and Good Faith. Whenever this Agreement requires the Landowner(s) to give its consent or approval to any action on the part of the other, such consent or approval shall not be unreasonably withheld or delayed.

b) Cooperation. The parties shall take all appropriate and necessary measures to ensure fulfillment of the obligations and objectives arising out of the Contract Documents.

c) Information. The parties agree to provide all information necessary for the compliance with the Contract Documents and to apply the highest degree of transparency and accountability.

d) Adverse Circumstances. The parties shall promptly inform each other of any circumstances that interfere or threaten to interfere with the successful implementation of the Contract Documents.

e) Representation and communication. All communications to Landowner(s) concerning this Agreement shall be directed to the party who signs this Agreement on behalf of Landowner(s), unless otherwise instructed in writing by Landowner(s).

11) Entire Agreement; Amendments. This Agreement and all exhibits referred to in this Agreement constitute the final, complete, and exclusive statement of the terms of the Agreement between the parties relating to the Assessment and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement. This Agreement may be amended only by an agreement in writing signed by both the Landowner and the Partners.

12) Partial Invalidity. If a court or arbitrator of competent jurisdiction holds any agreement clause to be invalid or unenforceable in whole or in part for any reason, the validity and enforceability of the remaining clauses, or portions of them, shall not be affected.

13) Open Records. All books and records of the parties shall be open to inspection and audit upon reasonable notice for any purpose related to this Agreement.

14) Further Documents. At any time and from time to time during the term of this Agreement as well as following completion of the Project, each party shall execute and deliver (and acknowledge before a notary public where necessary) such documents as the other party may reasonably request or as are necessary to carry out and give effect to the purposes and intent of this Agreement.

15) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be a fully binding and enforceable contract and Agreement against the party signing such counterpart, but all such counterparts shall together constitute but one Agreement.

16) Negation of Agency or Partnership. This Agreement shall not be construed as making either party an agent, partner or joint venturer of the other party.

17) Governing Law and Venue. This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written:

RESOURCE CONSERVATION DISTRICT OF
SANTA CRUZ COUNTY

UNIVERSITY OF CALIFORNIA,
SANTA CRUZ

Date

Date

Signature

Signature

Lisa Lurie
Executive Director
820 Bay Ave, Suite 136
Capitola, CA 95010

Andrew T Fisher
Professor of Earth & Planetary Sciences
1156 High Street, E&M A232
Santa Cruz, CA 95064

LANDOWNER(S)

LANDOWNER(S)

Date

Date

Signature

Signature

Printed Name/Title

Printed Name/Title

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California §

County of _____ §

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California §

County of _____ §

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Exhibit A
Legal Description of Landowner's Property

APN

Exhibit B
Project Description and Long-Term Monitoring Plan

Exhibit C
Participant Requirements and Maintenance Obligations

Exhibit D

List of Performance Obligations and Termination Dates

Exhibit E
Funding Requirements, if applicable

Exhibit F
Landowner's Insurance Certificate

By initialing this page, landowner is confirming that the required insurance certification is attached. Please note that the RCD can not issue any payment without an insurance certification.

Exhibit G
PV Water Rebate Application