

Guidelines for Partnering with Community Organizations

Introduction

The Santa Clara County Parks Department values public support from individuals, foundations, corporations, non-profit organizations, service clubs, and other entities, and seeks to foster philanthropic contributions through recognition of community support. These *Guidelines for Park Partners* are intended to guide Park Managers and potential park partners through the project collaboration process to ensure that all projects and donations further a proper park purpose, are appropriate to the mission and strategic goals of the Parks Department and allow for consistent recognition and acknowledgment to those providing the service or donation.

It is the intent of this Program to actively encourage support for opportunities for community engagement, consistent with County policies, procedures and applicable laws. The following is a summary of relevant policies.

- **Acceptance of Donations Policy #329** – It is the policy of the Parks and Recreation Department to accept gifts that support park purposes from donors, consistent with various County and Department policies controlling the acceptance of gifts on behalf of the County. See Department policy #329 for detailed steps to follow when evaluating donation offers.
- **County Ordinance Code Section A2-17** – Generally, this ordinance controls the maximum amount the Director may accept on behalf of the County, without first obtaining approval from the Board of Supervisors.
- **Board Policy 7.15 – Recognition of Park Donations or Significant Contribution of Park Service** In addition to the maximum amount the Director may accept on behalf of the County, the Board has provided direction under Board Policy 7.15 related to the types of recognitions that will be associated with various types of donations and services.
- **Board Policy 3.46 and County Ordinance Code Section A36 – Corporate Sponsorship, Marketing and Advertising** This policy and ordinance provides direction for the development, implementation, and administration of activities and events that involve the use of County property for revenue purposes.
- When considering co-sponsoring grant applications with a park partner please refer to **BOS Policy 5.6.5.1(B)(3) which provides guidelines for grants** over \$250,000 (BOS approval required) and under \$250,000 (CEO approval required).

Department Volunteer Program Guidelines. These guidelines have been developed to ensure that the process for engaging volunteers is consistent and transparent, while recognizing contributions in ways that do not diminish the values and purposes of County Parks.

Purpose

Santa Clara County Parks and Recreation Department (the “Department”) has a long and successful history of partnerships with community-based organizations. These mutually beneficial relationships have resulted in improved delivery of the Department’s mission and in meaningful contributions to the improvement of recreational, stewardship and preservation activities within the park system. The primary intent of these partnerships is to assist the

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Department in meeting its mission to provide, protect and preserve regional parklands for the enjoyment, education and inspiration of this and future generations.

The Department is fortunate to have the Park Charter Fund provide consistent revenue for acquiring, developing and maintaining over 50,000 acres of parklands in Santa Clara County. As an aging system with growing capital and operating costs it is imperative the Department seek compatible, creative and innovative partnerships that bring new resources to the park system.

The Park Partner Program, along with other Department programs and efforts (e.g. Volunteer Program, Jr. Ranger Program, and special events, leases and licenses) provides a consistent and transparent approach for partnering with potential park partners for Department projects and programs. It fosters long term partnerships by addressing common goals, expectations and outcomes, as well as a clear template under which future relationships may occur.

Goals

The primary goals of the Park Partner Program are to:

- A. Establish a greater connection to the philanthropic community and the unique expertise of private sector funding.
- B. Foster alternative fundraising options to support development and enhancement of parks, open space, trails, programs and events in the Santa Clara County park system.
- C. Provide a framework for utilization of Memorandums of Understanding to establish expectations specific to each project or program in which Park Partners are involved.

Anticipated Outcomes

Park Partner partnerships allow the Department to enhance community engagement in park activities, projects and programs. The key outcomes are:

- a. Leverage of a broader than typical range of capital resources, especially philanthropy.
- b. Leverage of combined public and private sector expertise.
- c. Broader and deeper community engagement, commitment and support.
- d. Creation of a more robust park system to meet the needs of current and future generations.

Best Practices

1. Parks and potential partner organization mission alignment for long term collaboration is important.
2. Mutual trust, necessary for the completion of large-scale projects, is earned over time.
3. Shared responsibilities, priorities and activities leads to a more successful relationship.

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4. Clear and consistent communication between parks and park partners, both in meetings or informal lunches, leads to understanding.
5. A long-term commitment to the relationship works towards institutionalizing the partnership so that it is sustained beyond staff changes on both sides.
6. Create a culture of sharing and collaboration amongst park and park partner staff (or leadership) members to create staff “buy-in”.

Process for Initiating Park Partnership

Santa Clara County park partners can and do support activities, park projects and programs that are as diverse as the County’s system of parks. There is one thing in common – passion for County parks.

From raising funds to rehabilitating historic structures and supporting visitor facilities, to enhancing educational opportunities, hosting special programs and events, and supporting critical research and restoration projects, parks partner groups can benefit parks in so many ways.

Before a park partnership can be considered, potential park partners must submit a statement of interest package that includes the following information:

- Organization name, incorporation status, mission statement, contact information.
- Letter of support from park manager explaining how the project will benefit County parks.
- Answers to the following questions:
 1. Why do you want to partner with Santa Clara County Parks?
 2. How does your mission align with the Department’s mission?
 3. What specific projects and/or programs are you interested in supporting, enhancing or adding?
 4. How will your organization fulfill your partnership commitments?
 5. What proposed shared roles for both the park partner and the Department in relation to the proposed project do you see?

Ineligible partners/ships

- Activities that would duplicate the work of or replace a county employee
- Commercial activities
- Activities that create a conflict of interest for County staff or park partner staff, officers or volunteers
- Activities that conflict with Board Policy, County Ordinance, State or Federal law.

Contact: Melissa Hippard, Strategic Partnerships Manager

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Reporting

Annual reporting of any donations under \$10,000 by Park Partners will be integrated into the annual donation updates to the Board of Supervisors. Annual reporting on the program progress will be brought to the Housing, Land Use, Environment and Transportation committee of the Board of Supervisors, and to the Park and Recreation Commission as part of the Volunteer Program's annual report.

Each Park Partner annual update shall be submitted to the Volunteer Program Manager by June 30th and December 31st each calendar year, and at a minimum, should include the following information:

- Designated Park Partner leader information including name, address, contact phone number(s) and emails to use for correspondence
- Roster of active Park Partner members (if applicable) including their names, addresses, contact phone number(s) and emails to use for correspondence
- Projects completed during the reporting period
- Projects still in progress at the end of the reporting period
- Where applicable, total funds raised on behalf of the Department and what they are designated for
- Any barriers or constraints encountered during the past reporting period
- Any potential opportunities to be addressed for the next reporting period
- Any real or potential positive impacts realized through the efforts of the Park Partner during the past reporting period

Fundraising Activities

The primary purpose of fundraising by a park partner group is to support the 9 Strategic Goals identified in the Department's 2018 Strategic Plan.

However, the Department may accept any donations that comply with County guidelines.

Fundraising activities by park partners must comply with the following:

- For projects on park property, a fixed number of events or projects per year must be identified.
- Relevant permits will be required.
- Fundraising that involves the use of County's property, may require a Board of Supervisors approved marketing plan.
- Fundraising efforts will identify the specific nature of the donation sought and what it is intended to support (the purpose).

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Types of Fundraising

- Events may include such activities as fun-runs, community gatherings, lectures or educational offerings, etc.
- Individuals – specific donations from an individual or group
- Grants identifying the County as a co-grantee or involving use of County name or property – with necessary approval obtained by the Department and/or the Board of Supervisors (as applicable) prior to submission

Project Guidelines

Park projects come in all sizes. This matrix provides general guidelines for understanding the Department and County requirements for projects by scale (dollar value of project).

Project Size	Type	Approval Process
Small	<p>Eagle Scout project – bat boxes</p> <p>Donations <\$10,000—Director approval required. Donations > \$10,000—Board approval required.</p>	<ul style="list-style-type: none"> • Make the donation, propose a Project through SCCVolunteer or enter into an MOU with County • Park Manager approval required • Director approval of donation required (cash, materials, services)
Medium	<p>Donation of small structure (i.e. Ting pavilion at Casa Grande)</p> <p>Donations <\$10,000—Director approval required. Donations >\$10,000—Board approval required.</p>	<ul style="list-style-type: none"> • Make a donation, or enter into an MOU with the County • Department Staff will consult with the Department CFO to plan for budget impact – only if donation impacts ongoing expense (e.g. maint of structure) • Director or Board of Supervisors approval required for the MOU or donation (as determined by County) • After completion of project or donation, the Department may seek recognition (by resolution) which goes to the Park and Recreation



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		Commission review and Board of Supervisors.
Large	<p>Donation of funds for a significant structure (e.g. commercial kitchen/event center at Martial Cottle Park)</p> <p>Donations >\$10,000—Board approval is required</p>	<ul style="list-style-type: none"> • Make a donation, or enter into MOU with County • Department Staff will consult with the Department CFO to plan for budget impact • Director or Board of Supervisors approval required for the MOU or the Donation (as determined by County) • Where applicable, develop a marketing plan—subject to Board approval • After completion of project or donation, the Department may seek recognition (by resolution) which goes to the Park and Recreation Commission review and Board of Supervisors

Agreement Types

Depending on the type of relationship and activities intended, the terms and conditions of the MOU may be different. A template MOU is attached to this Program as Attachment A and does not authorize use of County real or personal property to carry out the purposes of the MOU. However, use of County property may be authorized by Park permit, license or lease, depending on the type of use intended and may require Board of Supervisors approval if it falls outside of any existing delegations of authority granted to the Department. With respect to the Park Partner MOU template, the delegation of authority is for five years allowing the Department to undertake the new program as a pilot project. Evaluation of the program will be ongoing during this period to assess its value to improving public service delivery, and identify any necessary amendments related to the completion of projects and the administration of the Park Partnership program.

In addition to an MOU, other requirements may apply for other Park Partner relationships or activities:

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1. Park Partner provides offsite services and fundraises using County name, but no on-site activities. A Marketing Plan and other approvals may apply.
2. Park Partner provides onsite services and fundraises using County name; uses County property for fundraising; uses office space located on County property; operates a gift shop or other concession on County property; or, use of Park Partner volunteers to host events or run educational interpretative programs on County property. A Marketing Plan and other contractual obligations may apply (e.g., lease, license, permit, or MOU amendment).

If an amendment to an MOU is needed for any of the above activities, the Amendment will be brought to the Board of Supervisors for. This Program may be amended to add additional template MOUs for these other park partnership activities, subject to Board approval.

Tracking Hours

Park Partners are not volunteers of the Parks and Recreation Department. Volunteers are managed through the SCC Volunteer system and participate in park sponsored volunteer opportunities. Park Partners are interested parties that care deeply about the Santa Clara County parks system and seek to support specific programs and projects. The Department values these relationships and wants to report on their impact. This section clarifies the distinction between a Department volunteer and a Park Partner.

- Park Partner projects are not tracked in SCC Volunteer. Park Partners are expected to track their donated time and donated in-kind expenditures in support for County parks specific projects and report them annually to the Volunteer Program for inclusion in the Department's overall reporting process (see Volunteer Guidelines for more information).
- Members of Park Partner groups are encouraged to volunteer for Department sponsored projects by registering in SCC Volunteer as individuals and participating in specific opportunities, but these activities will not be under an MOU and will not be considered Park Partner group activities.

Definitions

Park Manager – Park Senior Ranger, Park Program Coordinator, or similar designation that has oversight responsibility for park operations.

Park Partner – one whose mission aligns with the Parks and Recreation Department's mission, and who desires to collaborate with County Parks to bring resources to expand and/or enhance park operations and programming.

Donation (gift) – A gift is a transfer of personal property, made voluntarily, and without consideration. California Code, Civil Code - CIV § 1146

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Park Partner MOU – a memorandum of understanding approved by the Santa Clara County Board of Supervisors for defining the scope, expectation and outcomes of a specific relationship between the Parks Department and Park Partner.

Commercial Activity – transaction or undertaking intended for profit.

Advertising – Pursuant to Govt Code Section 26109, the County Board of Supervisors may, by ordinance, provide for and regulate the sale of advertising space on county real or personal property, for the sole purpose of raising revenue for the county. Ordinance Code A36 was adopted by the Board of Supervisors for this purpose.

Attachment A

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF SANTA CLARA AND _____**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the County of Santa Clara, a political subdivision of the state of California (“COUNTY”) and _____, with its principal place of business located at _____ (“COOPERATING PARTY”) and is effective as of the last date executed by all Parties herein below (“Effective Date”). COUNTY AND COOPERATING PARTY are each a “Party” and collectively the “Parties” to this MOU.



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RECITALS

WHEREAS COUNTY, through the Parks and Recreation Department (“County Parks”) manages and operates the park known as _____, located in the _____ (the “Park”) [IF MORE THAN ONE PARK, THEN LIST OTHER PARKS];

WHEREAS COOPERATING PARTY is dedicated to _____ and as such the promotion and support of County parks is consistent with this purpose;

WHEREAS COOPERATING PARTY and COUNTY are interested in formalizing a process to exchange ideas and to collaborate on ways to support public recreational experiences at the Park;

WHEREAS COOPERATING PARTY, brings unique skills and perspectives to the park and recreational experiences at the Park;

WHEREAS the Parties each recognize that these mutual interests in the Park can best be achieved through effective cooperation and communication which is the purpose of this MOU; and,

WHEREAS the Parties further recognize the obligations, roles, policies and regulations that guide and/or direct the relationship and the obligations of each of the Parties.

MEMORANDUM

1. The Parties agree that they share mutual goals to:
 - a. Support park and recreational experiences at the Park through programs, projects, and other means consistent with applicable laws;



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- b. Encourage and promote safe and appropriate uses of the Park for all ages and abilities;
 - c. Provide a consistent message to the public regarding the Park, including rules and regulations, and event and programming opportunities;
 - d. Respond to park and recreational trends as appropriate and as funding permits to provide periodic enhancements to the Park.
2. The Parties acknowledge the following roles and responsibilities:
- a. COUNTY. COUNTY is owner and operator of the Park, in accordance with applicable laws, including but not limited to County Ordinance Code B14. In this role,
 - i. Uses of the Park shall serve park and recreational purposes (including but not limited to the property’s historic integrity and significance, open space, natural, archeological and other resource protections, recreational uses and trails);
 - ii. Decisions concerning the use and operation of the Park rest solely with the COUNTY;
 - iii. Use of County facilities, land or structures at the Park are subject to the prior approval of the Director of County Parks, and may require, in some instances, the advance approval of the Santa Clara County Board of Supervisors. Nothing in this MOU obligates the COUNTY to make available any COUNTY real or personal property for any particular use or activity, including any uses or activities contemplated under this MOU; and,
 - iv. The COUNTY Coordinator for this MOU is _____ (“COUNTY Coordinator”). COUNTY may change the COUNTY Coordinator from time to time.
 - b. COOPERATING PARTY. COOPERATING PARTY will,
 - i. provide direct user input regarding the Park;

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- ii. assist with promotion of the Park;
 - iii. facilitate services and activities associated with the Park in coordination with the COUNTY's programs; and,
 - iv. The COOPERATING PARTY Coordinator for this MOU is _____ (“COOPERATING PARTY Coordinator”). COOPERATING PARTY may identify a new Coordinator, provided it gives COUNTY at least ten (10) days advance notice of the change.
3. COUNTY and COOPERATING PARTY both agree to undertake the following responsibilities in carrying out the objectives of this MOU:
- a. Participate in continued discussion and planning relevant to achieving the goals of this MOU;
 - b. Work collaboratively to achieve the goals of this MOU;
 - c. Provide skills and expertise that are uniquely available to each PARTY in advising about the Park;
 - d. Provide a consistent message to the public regarding the Park, including with respect to communications, rules, regulations and use requirements; and,
 - e. Designate one person as the main point of contact to form the “Working Team.” This team will serve as the primary point of contact for coordination and direction of the obligations between the COUNTY and COOPERATING PARTY under this MOU. The Working Team will meet as necessary, but not less than quarterly, to develop project and program priorities and to discuss and evaluate work performed under this MOU and proposed uses of funds raised.
 - f. Meet not less than once yearly to discuss past performance, budgets, and future projects.
4. COUNTY and COOPERATING PARTY agree to support active programs for the Park. To that end, COOPERATING PARTY will:



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- a. Ensure that the COOPERATING PARTY Coordinator serves as the primary contact for planning, coordination, and direction of COOPERATING PARTY' roles and activities under this MOU;
 - b. Plan and coordinate Park activities in conjunction with the COUNTY Coordinator; and,
 - c. Coordinate with COUNTY on opportunities to implement the suggested activities set out in Attachment 1 to this MOU (Park Support Opportunities).
5. The COUNTY and COOPERATING PARTY agree that this MOU is only intended to be an expression of intent with regard to the contemplated objectives stated herein and not a contract for services.
 6. This MOU will be in effect commencing on the Effective Date and expiring five (5) years from the Effective Date. COUNTY and COOPERATING PARTY contemplate a long-term relationship and to that end, no later than 180-days prior to the end of the term, the COUNTY and COOPERATING PARTY agree to commence discussions regarding an extension of this MOU. Any Party may terminate this MOU with or without cause at any time by providing at least thirty (30) days prior written notice to the other.
 7. This MOU may only be modified in writing with mutual consent and signatures of authorized representatives of both COUNTY and COOPERATING PARTY.
 8. Miscellaneous terms.
 - a. Relationship. The Parties acknowledge and agree that nothing set forth in this MOU shall be deemed or construed to render the Parties as joint venturers, partners, agents, a joint enterprise, employer-employee, lender-borrower or contractor. COOPERATING PARTY shall have no authority to employ any person as employee or agent on behalf of County for any purpose. Neither COOPERATING PARTY nor any person using or involved in or participating in any actions or inactions relating to the Park or this MOU shall be deemed an employee or agent of County, nor shall any such person or entity represent himself, herself or itself to others as an employee or agent of County.
 - b. Governing Law: Exclusive Jurisdiction. This MOU, and all the rights and duties of the Parties arising from or relating in any way to the subject matter of this MOU, shall be enforced, governed by and construed in accordance with the laws

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of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). COOPERATING PARTY expressly agrees that any and all disputes, lawsuits or proceedings arising out of, relating to or in connection with this MOU, including any and all mediation or other alternative dispute resolution proceedings or settlements or negotiations, shall be brought, disputed and litigated only in the Superior Court of the State of California in the County of Santa Clara (and in no other), and COOPERATING PARTY HEREBY CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, LOCATED IN SANTA CLARA COUNTY, CALIFORNIA.

c. Unfair or Deceptive Advertising or Trade Practices.

i. COOPERATING PARTY warrants, represents and agrees that at the Park and on all promotional materials, websites and social media (i) all offers, services, products and food (collectively, the “Offers”) sold or offered shall not be counterfeit, adulterated, misbranded, falsely or misleadingly labeled, marketed or advertised; (ii) all offers (including ingredients, price, terms and conditions of offer) shall not be in violation of any laws, ordinances, statutes, rules or regulations of the United States or any state or local government or any subdivision or agency thereof, including but not limited to: all laws and regulations relating to disclosures, misleading advertising, sweepstakes and contests, weights and measures, health, safety, environment, serial and identification numbers, labeling, toxic substances, and/or the requirements of California Proposition 65.

ii. COOPERATING PARTY warrants, represents and agrees that it shall not, nor shall it allow, permit or authorize anyone else, including its COOPERATING PARTY representatives, to engage in, support or conduct any unfair, deceptive or misleading business practices, promotions or advertising, including but not limited to the following:

1) COOPERATING PARTY and COOPERATING PARTY representatives shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom COOPERATING PARTY is doing business or proposing to do business, in accomplishing the work under the MOU;

2) COOPERATING PARTY and COOPERATING PARTY representatives shall not use for personal gain or make other improper use of privileged or confidential information that is acquired in connection with this MOU; and,

3) Neither COOPERATING PARTY nor any COOPERATING PARTY representatives shall offer gifts, gratuity, favors, or entertainment, directly or indirectly to County employees.

d. Conflict of Interest. If applicable, COOPERATING PARTY represents, warrants

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- and agrees that it shall comply, and require its concessions, contractors, employees, affiliates, agents and subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach or default under the MOU and is grounds for immediate termination of this MOU by the County. In accepting this MOU, COOPERATING PARTY covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this MOU. COOPERATING PARTY further covenants that, in the performance of this MOU, it will not employ any contractor or person having such an interest. COOPERATING PARTY, including but not limited to COOPERATING PARTY's agents, affiliates, employees, contractors and subcontractors may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this MOU, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.
- e. County Regulatory Authority. COOPERATING PARTY acknowledges and agrees that County, acting in its governmental regulatory or enforcement capacity, has certain discretionary regulatory or enforcement authorities or police powers. Nothing in this MOU binds or obligates the County to exercise or not exercise any of its discretionary regulatory or enforcement authorities or police powers in any particular manner. COOPERATING PARTY warrants, represents and agrees, in relation to this MOU, that COOPERATING PARTY shall at all times comply with all applicable laws in the performance of this MOU and that "all applicable laws" as used herein includes any legal requirement imposed by County acting its capacity as a governmental regulatory or enforcement body or in its policy power capacity. COOPERATING PARTY agrees that all costs in complying with applicable laws are the sole responsibility of COOPERATING PARTY.
- f. Third Party Intellectual Property. COOPERATING PARTY warrants, represents and agrees to save, defend, hold harmless and indemnify the County and the County agents, employees and representatives from, for and against any and all claims, fees, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, and/or exposure, however caused, for

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or on account of any software, metadata, system, hardware, design, device, material, program, trademark, trade name, trade dress, copyright, patented or unpatented invention, process or article (collectively and each the “Third Party Intellectual Property”) manufactured, supplied, or used by or on behalf of COOPERATING PARTY in connection with or related to this MOU or any of the actions of COOPERATING PARTY in relation to this MOU and (2) use of any and all monitoring, electrical or other technology, equipment or capabilities. If COOPERATING PARTY uses or relies upon any such Third Party Intellectual Property covered by, subject to or claimed to be the intellectual property of another, it is mutually agreed and understood, without exception, that all royalties and fees (including licensing and maintenance fees) owed or claimed for the use of such intellectual property shall be solely and exclusively paid by COOPERATING PARTY and not COUNTY.

- g. Compliance with All Other Laws. COOPERATING PARTY shall comply with all applicable local, state and federal laws, regulations, rules, and policies (collectively, “Laws”), including but not limited to the non-discrimination and equal opportunity Laws; more specifically, COOPERATING PARTY shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County’s policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, COOPERATING PARTY shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall COOPERATING PARTY discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.
- h. Wage Theft Prevention. These provisions are in relation to any work performed by COOPERATING PARTY or any of the COOPERATING PARTY representatives in relation to this MOU.

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i. Compliance with Wage and Hour Laws. COOPERATING PARTY and the COOPERATING PARTY representatives who are involved in any work or any use of the Premises must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance.

ii. Final Judgments, Decisions, and Orders. For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.

iii. Prior Judgments. BY SIGNING THIS MOU, COOPERATING PARTY AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS MOU—THAT COOPERATING PARTY OR ANY OF THE COOPERATING PARTY REPRESENTATIVES HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS.

iv. COOPERATING PARTY FURTHER AFFIRMS THAT IT AND/OR THE COOPERATING PARTY REPRESENTATIVES HAVE SATISFIED AND COMPLIED WITH—OR HAS REACHED MOU WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.

v. Judgments During Term of MOU. If at any time during the Term of this MOU, a court or investigatory government agency issues a final judgment, decision, or order finding that COOPERATING PARTY or any contractor it uses to perform work under this MOU has violated any applicable wage and hour law, or COOPERATING PARTY learns of such a judgment, decision, or order that was not previously disclosed, COOPERATING PARTY must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. COOPERATING PARTY and its contractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require COOPERATING

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PARTY to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.

vi. Material Breach. Failure to comply with any part of this Section constitutes a material breach of the MOU. Such breach may serve as a basis for termination of this MOU and/or any other remedies available under this MOU and/or law.

vii. Notice to County Related to Wage Theft Prevention. Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive—OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this MOU and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

- i. Counterparts; Electronic/Digital Signatures. This MOU may be executed in any number of counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original provided all of the Parties have fully executed this MOU. Unless otherwise prohibited by law or County policy, and provided all Parties have first executed this MOU, the Parties agree and intend that an electronic copy of the signed MOU, or an electronically signed MOU, has the same force and legal effect as if this MOU had been executed with an original ink signature. The term "electronic copy of the signed MOU" refers to a transmission of a copy of an original ink-signed MOU by facsimile, electronic mail (email), or other electronic or digital means in a portable document format. The term "electronically signed MOU" means this MOU is fully executed by all Parties each applying an electronic signature. An "electronic signature" means an electronic sound, symbol or process, attached to or logically associated with an electronic or digital record (e.g., DocuSign®), and executed or adopted by a person with the intent to sign the electronic or digital record. The Parties each represent, warrant and agree that the signatures, whether an ink-signed original or electronically signed MOU, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective agreement when so executed by all the Parties. The Parties further agree if a Party has evidenced its signature by forwarding an electronic copy of the signed MOU, it will confirm that signature by forwarding to the other Party within ten (10) days an ink-signed original of the MOU but the failure to so forward an ink-signed original will not affect in any way the validity or enforceability of this MOU.
- j. California Public Records Act. All documents and records provided to or made available to COOPERATING PARTY under this MOU become subject to the

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disclosure requirements of the California Public Records Act (“CPRA”). If proprietary information is contained in documents or information submitted to COUNTY, and COOPERATING PARTY expressly claims that such information or documents fall within one or more CPRA exemptions, COOPERATING PARTY must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the confidential information. In the event of a request for such information, the COUNTY will make reasonable efforts to provide notice to COOPERATING PARTY prior to such disclosure. If COOPERATING PARTY contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required at its own cost, liability and expense to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County at least two (2) days before the COUNTY deadline to respond to the CPRA request. If COOPERATING PARTY fails to obtain such a remedy before COUNTY responds to the CPRA request, COUNTY will disclose the requested information and shall not be liable or responsible for such disclosure.

- i. COOPERATING PARTY agrees that it shall defend, indemnify and hold COUNTY harmless for, from and against each and every loss, damage (whether general, punitive or otherwise), liability, action, administrative proceedings, claim, demand, lawsuit, cause of action, judgment, settlement amount, mediation cost, attorneys’ fees, court cost, litigation, injury, allegation and penalties (the “CPRA Claims”) that may or do result from denial by COUNTY of a CPRA request for any information arising from any representation, or any action (or inaction), by COOPERATING PARTY or the COOPERATING PARTY representatives.

- k. References to COOPERATING PARTY. As used in this MOU, any reference to “COOPERATING PARTY” shall also mean the following: (a) any reference to COOPERATING PARTY shall mean at all times that COOPERATING PARTY is responsible for and shall cause each and all COOPERATING PARTY representatives to comply with all terms and conditions of this MOU applicable to COOPERATING PARTY; and, (b) with regard to COOPERATING PARTY compliance with the terms and conditions of this MOU, any reference to COOPERATING PARTY includes COOPERATING PARTY representatives to the extent that such COOPERATING PARTY representatives are providing or performing, carrying out or conducting the Permitted Use, in whole or in part or are involved in compliance with any of the terms or conditions of this MOU. Notwithstanding the foregoing, under no circumstances shall COOPERATING PARTY representatives be eligible for or exercise, use or enjoy any rights or benefits of COOPERATING PARTY under the terms and conditions of this MOU. COOPERATING PARTY representatives are not third party beneficiaries to this MOU. For purposes of this MOU a “COOPERATING PARTY representative” or the “COOPERATING PARTY representatives” (as used interchangeably) means and includes COOPERATING

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PARTY's employees, volunteers, agents, officers, members, directors, board members, affiliates, partners, managers, representatives, contractors, subcontractors, consultants, subconsultants, supplies and manufacturers.

1. Notices. COOPERATING PARTY shall provide 48 hours advanced notice via email, phone call or by letter to the COUNTY Coordinator to advise of changes any schedule or activities performed or conducted under this MOU. For all other notices relating to this MOU, such notices shall be in writing and shall be delivered personally, sent by United States mail (first class postage prepaid), or by private messenger or courier service, to the addresses below:

To County:

With copy to:

AND

To COOPERATING PARTY:

AND



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with copy to:

Any change in address shall be sent by written notice to the other Party and delivered according to this Section.

- m. Signing Authority.** By signing this MOU, each signatory for a Party warrants and represents that he/she executed this MOU in his/her authorized capacity, that he/she has the authority to bind the entity or person for whom he/she signs to contractual obligations and that, by his/her signature, the entity or person on behalf of which he/she acted executed this MOU.

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///SIGNATURES FOLLOW ON NEXT PAGE///

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PARK PARTNER PROGRAM

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IN WITNESS WHEREOF, this MOU is executed by the Parties as of the last date shown below which is the “**Effective Date**” of this MOU:

COUNTY:

COOPERATING PARTY:

County of Santa Clara,
a political subdivision of the State of California

By: _____

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY:

By: _____

Deputy County Counsel