

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SAN JOSE
AND
GREAT OAKS WATER COMPANY**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between the CITY OF SAN JOSE, a municipal corporation (hereinafter “CITY”), and GREAT OAKS WATER COMPANY, a California corporation (hereinafter “GREAT OAKS”). For the purposes of this MOU, CITY and GREAT OAKS may be referred to hereafter as “Party” individually or “Parties” collectively. This MOU shall become effective on the date it is signed by both Parties (“Effective Date”).

RECITALS

WHEREAS, CITY and GREAT OAKS have a history of collaboration and cooperation in projects that benedit residents and workers in San José; and

WHEREAS, GREAT OAKS is engaged in the business of supplying and distributing potable water for domestic, commercial, industrial, municipal, and irrigation purposes in portions of San José and in contiguous territory in Santa Clara County, California; and

WHEREAS, GREAT OAKS desires to work together with the CITY and this MOU provides a framework for shared commitment to explore future pilot project partnerships;

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. TERMS AND CONDITIONS.

GREAT OAKS and the CITY mutually agree to pursue and discuss potential demonstration projects, including smart sensor pilot projects, that may help both parties to advance potable water efficiencies, resiliency, and climate action goals through a

separate partnership agreement in accordance with City Council Policy 0-40 Framework for Demonstration Partnership Agreements.

SECTION 2. DESIGNATED AUTHORIZED REPRESENTATIVE.

For the GREAT OAKS:

Tim Guster
Vice President and General Counsel
Great Oaks Water Company
PO Box 23490
San Jose, CA 95153
tguster@greatoakswater.com

For the CITY:

J. Guevara
Deputy Director
Public Works Department
City of San José
200 East Santa Clara Street
San Jose, CA 95113-1905
J.Guevara@sanjoseca.gov

SECTION 3. TERMS AND TERMINATION.

This MOU commences on the Effective Date and shall continue until terminated by either Party. Either Party may terminate this MOU for convenience by providing the other Party with at least ninety (90) days prior written notice.

SECTION 4. NON ASSIGNMENT.

Neither Party may assign its rights or delegate its duties under the MOU to any other Party without the prior written consent of the other Party. Any assignment in violation of this Section 11 shall constitute a default and is grounds for immediate termination of the MOU.

SECTION 5. AUTHORITY.

Each individual executing this MOU on behalf of their respective entity represents and warrants that the individual is duly authorized to execute and deliver this MOU on behalf of that entity in accordance with the entity's legal authority.

SECTION 6. COUNTERPARTS.

This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 7. NOTICES.

All notices pertaining to this MOU shall be in writing delivered to the Parties hereto personally by hand, courier service, Express Mail, or by first class mail, postage prepaid at the addresses set forth in Section 4. All notices shall be deemed given or delivered; (a) if sent by first class mail, such mail is not returned to the sender; (b) if delivered by hand, courier service or Express Mail, when delivered. The Parties may, by notice as provided above, designate a different address to which notice shall be given.

WITNESS THE EXECUTION HEREOF on the day and year first written above.

“CITY”

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal
corporation

Kevin Fisher
Assistant City Attorney

By _____
Toni Taber
City Clerk

“GREAT OAKS”

GREAT OAKS WATER COMPANY, a
California corporation

By _____
Tim Guster
Vice President and General Counsel