

## SPONSORSHIP AGREEMENT (SONOMA WATER)

THIS SPONSORSHIP AGREEMENT is made as of the date of the last signature below by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California constitutional corporation, on behalf of the Center for Water Energy Efficiency (CWEE) on its Davis campus (University) and SONOMA WATER (Sponsor).

The parties agree as follows:

1. **Sponsorship.** Sponsor agrees to be an industry partner sponsor of University's CWEE, and shall receive benefits for August 15, 2020 through August 14, 2021, as shown in Exhibit A, attached hereto and made part hereof.
2. **Payment.** Sponsor will send \$10,000.00 to the University for year one for a Sponsorship total of \$10,000.00.
3. **Endorsement disclaimer.** Nothing in this agreement shall be interpreted to indicate, imply, or otherwise suggest (i) that Sponsor supports, endorses, favors, or advances, any product or service offered, connected, or affiliated with University; or (ii) that Sponsor endorses, favors, supports, or opposes, any proposal, measure, program of action, campaign, or public appeal that is advocated, promoted, advanced, or opposed by any other person or entity with respect to the subject matter presented by University.
4. **Amendment.** This agreement may be amended at any time by amendment in writing and signed by the parties, and no other change in any term or condition shall be valid or binding unless made by amendment.
5. **Mutual Indemnification.** The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.
6. **Force Majeure.** Neither party shall be liable for delays due to causes beyond the party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, communicable disease outbreak, freight embargoes, and unusually severe weather).
7. **Relationship of the Parties.** The parties to this agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship under this agreement.
8. **Use of University's name.** Except as authorized in Exhibit A, Sponsor shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.
9. **Notice.** Notices shall be directed to the appropriate parties at the following addresses:

9.1. Regarding Contract. Correspondence or inquiries regarding contractual matters shall be directed to the appropriate party at the following addresses:

UNIVERSITY

Business & Revenue Contracts  
Attn: Paul Zhukotansky  
University of California, Davis  
One Shields Ave.  
Davis, CA 95616

E-mail: Pzhuk@ucdavis.edu

SPONSOR

Sonoma Water  
Attn: Dale Roberts  
404 Aviation Blvd,  
Santa Rosa, CA 95403

E-mail: Dale.Roberts@scwa.ca.gov

9.2. Payment. Correspondence or inquiries regarding the payment for services should be directed to the following addresses:

Eddie Brutsch  
CWEE  
University of California  
215 Sage St  
Davis, CA 95616

Telephone: (530) 219-2770  
E-mail: [ejbrutsch@ucdavis.edu](mailto:ejbrutsch@ucdavis.edu)

10. **Governing Law.** This agreement shall be construed pursuant to California law.

11. **Termination.** University may terminate this agreement at any time by giving Sponsor 30 calendar days' written notice of such action.

12. **Entire Agreement.** This agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

SONOMA WATER

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

By: \_\_\_\_\_  
(authorized signature)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Steven Kobayashi  
Associate Director  
Procurement and Contracting Services  
UC Davis

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Reviewed as to funds:

TW 19/20-118

By: \_\_\_\_\_  
Sonoma County Water Agency  
Division Manager - Administrative Services

Approved as to form:

By: \_\_\_\_\_  
Adam Brand, Deputy County Counsel

## **Access to our Network**

As an academic institution, CWEE's researchers and faculty have unique access to insights and newly published research findings, as well as to in-depth knowledge of the technical field. Sonoma Water will have opportunities for engagement throughout the year of sponsorship.

## **Strategic Planning**

Strategic planning activities strengthen CWEE's relationship with its partners and provide opportunities for mutual influence in direction and scope of future activities. Collaborative partners have access to CWEE's knowledge base for evaluation of current and prospective products, innovations and concepts. Strategic planning can help bring a new project or strategy into focus. CWEE will work with Sonoma Water, as requested, to advise on strategic initiatives and to support energy-efficiency within their service territory.

## **Policy Development**

CWEE is active in staying current with and analyzing new policies and regulations related to water efficiency, the water-energy nexus, energy efficiency, and climate change. CWEE engages with state agencies and stakeholders in identifying, understanding and analyzing policies that advance efficient technologies and water system practices. This support plays a critical role in the development and advancement of state policies that promote energy efficiency, water conservation, and address climate change. CWEE will work with Sonoma Water, as requested, on policy evaluation and/or development.

## **Outreach Activities**

CWEE's outreach team provides marketing and media tools, webinars, including guides, case studies, media releases, and reports. Staff members also help partners share news of new developments through newsletters, forums, conferences, and workshops. CWEE's facilities and conference room are often utilized by partners and affiliates for seminars, educational programs and events. These activities and resources are available for use by Sonoma Water.

## **Collaborate on Projects**

CWEE's researchers respond to several calls for proposals every year to state, federal, and private entities to pursue innovative applied research. Sonoma Water will have opportunities to collaborate on various proposed research projects.