

**.VOLCANO COMMUNITY SERVICES DISTRICT  
PO BOX 72  
VOLCANO, CA 95689-0072**

**RESOLUTION 2024-04**

**Adoption of Confidentiality Agreement Policy #1060**

**WHEREAS**, it is the responsibility of the Volcano Community Services District (VCSD) to protect the confidentiality of the information received about its customers, and

**WHEREAS**, the VCSD Directors, Contractors and District Volunteers may in the course of their duties need to discuss or utilize personal identifiable information about VCSD customers, and

**WHEREAS**, in order to fulfill the VCSD's obligation to provide customer services and protect confidential information, Confidentiality Code Policy #1060 has been created to serve the purpose of creating a confidentiality policy.

**NOW THEREFORE, BE IT RESOLVED**, the VCSD Board of Directors approves and adopts VCSD Confidentiality Policy #1060, which establishes a confidentiality policy and agreement that must be signed and abided by all Directors, Contractors, and District Volunteers.

The foregoing resolution was duly passed and adopted by the VCSD, at a regular meeting hereof held on the fifteenth day of February, 2024, by the following vote:

**ADOPTED** this fifteenth day of February, 2024.

**AYES:** Corral, Korematsu, Norcross.

**NOES:** None.

**ABSENT:** Sorensen, Wolfbrandt.

**ABSTAINED:** None.



JANE NORCROSS

President, Volcano Community Services District

## Confidentiality Agreement

This Confidentiality Agreement (the "Agreement") is entered into by and between Volcano Community Services District (VCSD) with its principal offices at Volcano, California ("Disclosing Party") and \_\_\_\_\_, located at \_\_\_\_\_ ("Receiving Party") for the purpose of preventing the unauthorized use and disclosure of Confidential Information as defined below.

The parties agree to enter into a confidential relationship with respect to the use and disclosure of certain confidential information ("Confidential Information").

### 1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" shall include any customer personal information, material, data, water use, or customer financial information for the VCSD, including proprietary information that is not generally known to the public and that is disclosed, either written or orally, to be or appears to a reasonable person to be confidential. All water use information, financial information, and water customer information, is considered to be confidential. If Confidential Information is transmitted orally, Disclosing Party shall promptly provide notice indicating that such oral communication constituted Confidential Information.

### 2. Exclusions from Confidential Information

Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of Receiving Party; (b) is disclosed by Receiving Party with Disclosing Party's prior written approval; or (c) is disclosed as required or ordered by a court, administrative agency, or other governmental body.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
J. Norcross, Vice President  
(Disclosing Party)  
Volcano Community Services District

\_\_\_\_\_  
(Receiving Party)