

COST SHARING AGREEMENT RELATED TO THE EXPENSES ASSOCIATED WITH
THE IMPLEMENTATION OF THE STANISLAUS COUNTY GROUNDWATER
MANAGEMENT ACTION PLAN

The parties to this Agreement are those identified on Attachment 1 of this document.

This Agreement is entered into this day of BLANK, 2014, among the parties.

RECITALS:

WHEREAS, Stanislaus County Water Advisory Committee has proposed to the parties that they provide cost-share financial assistance related to the implementation of certain elements of the Groundwater Management Action Plan (GMAP) accepted by the Stanislaus County Board of Supervisors on June 10, 2014; and

WHEREAS, the parties deem it in their best interest to employ consultants in the development of these specific GMAP elements; and

WHEREAS, the parties have agreed to the cost sharing formula attached hereto as Attachment 2; and

WHEREAS, the parties will receive "not to exceed" cost quotations from consultants relating to development of the specific elements of the GMAP;

NOW, THEREFORE, the parties on the terms and conditions herein set forth, agree as follows:

1. Each of the parties shall ultimately contribute their percentage share of the cost of work proposed to be done by consultants as set forth in Attachment 2 attached hereto. In the event that other entities are made

parties to this Agreement they will do so on condition that they pay a share of the GMAP costs agreed upon by the previous parties to the Agreement.

2. The parties agree to employ a consultant to undertake and complete the scope of services set forth in the documents attached hereto as Attachment 3 (TO BE ATTACHED). The parties further agree that the consultant shall be retained by means of the Agreement for Consultant Services attached hereto as Attachment 4 (TO BE ATTACHED).
3. Stanislaus County will manage the consultant agreement(s) and agrees to receive and maintain the funding from the other parties, and to do all the foregoing without charge.
4. In the event that it appears to Stanislaus County that there will be cost overruns by the consultants, or that it would be prudent to fund additional services, then, and in that event, the parties agree to meet and determine whether or not they should enter into a second agreement to fund such additional costs.
5. In the event that monies remain following completion of the work by consultant(s) and full payment therefore, such monies shall be redistributed to the parties in accordance with their percentage share in Attachment 2.
6. In the event that any Planning Grant monies are awarded toward the GMAP effort, such monies shall be applied as recoverable cost to the GMAP for each of the parties in accordance with the percentage share shown in Attachment 2.

7. Each of the parties agrees to defend, indemnify and hold the others harmless from the consequences of their own tortuous, negligent or intentional wrongdoing arising out of or relating to its performance of this Agreement.
8. Upon completion of the work to be performed by consultant(s), and upon payment therefore in full of that party's proportionate share of costs, as set forth above, each of the parties hereto shall be entitled to copies of all deliverable documents created by consultant(s).
9. To the extent reasonably required, each party to this Agreement shall, in good faith, cooperate and assist each of the other parties in meeting their obligations under this Agreement.
10. All notices permitted or required to be given hereunder shall be effective upon being delivered by hand or by facsimile transmission or five (5) days after delivery into the United States First Class Mail if such mail is registered or certified. Each such notice shall be sent to the parties at the addresses respectively indicated below.
11. The parties may terminate this contract upon mutual written agreement. In the event that they do so, and funds remain in the account that was provided pursuant to this Agreement, such funds shall be redistributed to the parties in accordance with Attachment 2.
12. This Agreement and its Attachments contain the entire understanding between the parties. All previous proposals, offers and other communications relative to this Agreement, whether oral

or written, are hereby superseded except to the extent that they have been incorporated into this Agreement.

13. No waiver of or exception to any of the terms, conditions, and provisions of this Agreement shall be considered valid unless specifically agreed to in writing by all the parties.
14. If any provision of this Agreement is held by a court to be invalid, void, or otherwise unenforceable, the remaining provisions shall nevertheless continue in full force.
15. This Agreement shall be governed according to the laws of the State of California. Each of the parties represent to the other that the person or persons who have executed this document on their behalf have been authorized to do so in accordance with governing law, and that this Agreement is a binding legal obligation on each of the parties upon its execution by them.
16. This Agreement may be modified only through a writing signed by all the parties.
17. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed an original.

County:

- Stanislaus County

Municipal:

- Modesto
- Turlock
- Ceres
- Riverbank
- Oakdale
- Patterson
- Newman
- Waterford
- Hughson

Special Water District:

- Central California ID
- Del Puerto WD
- Eastside WD
- Eastin WD
- El Solyo WD
- Modesto ID
- Oakdale ID
- Oak Flat WD
- Rock Creek WD
- Patterson ID
- Turlock ID
- West Stanislaus ID
- Western Hills WD

Private Business:

- ?

BUSINESS SECTOR	ENTITY	PERCENT SHARE SECTOR	DOLLAR AMOUNT
COUNTY	Stanislaus County	100%	\$45,000.00
Sub-Total			\$45,000.00
MUNICIPAL	Modesto	49.8	\$22,401.31
	Turlock	16.9	\$7,597.50
	Ceres	11.2	\$5,033.40
	Riverbank	5.6	\$2,517.95
	Oakdale	5.2	\$2,322.84
	Patterson	5.0	\$2,266.51
	Newman	2.6	\$1,155.68
	Waterford	2.1	\$933.71
	Hughson	1.7	\$771.00
Sub-Total			\$45,000.00
WATER DISTRICT			
	Central California ID	7.7	\$3,461.54
	Del Puerto WD	7.7	\$3,461.54
	Eastside WD	7.7	\$3,461.54
	Eastin WD	7.7	\$3,461.54
	El Solyo WD	7.7	\$3,461.54
	Modesto ID	7.7	\$3,461.54
	Oakdale ID	7.7	\$3,461.54
	Oak Flat WD	7.7	\$3,461.54
	Rock Creek WD	7.7	\$3,461.54
	Patterson ID	7.7	\$3,461.54
	Turlock ID	7.7	\$3,461.54
	West Stanislaus ID	7.7	\$3,461.54
	Western Hills WD	7.7	\$3,461.54
Sub-Total			\$45,000.00
PRIVATE BUSINESS			
	?	10	\$4,500.00
	?	10	\$4,500.00
	?	10	\$4,500.00
	?	10	\$4,500.00
	?	10	\$4,500.00
	?	10	\$4,500.00
	?	10	\$4,500.00
	?	10	\$4,500.00
	?	10	\$4,500.00
	?	10	\$4,500.00
Sub-Total			\$45,000.00
TOTAL			\$180,000.00

Attachment 2

Further Attachments to be added (Work Scope, Contract for Services)

DRAFT