

**COST SHARING AGREEMENT TO DEFRAY
EXPENSES ASSOCIATED WITH PREPARATION OF AN
STANISLAUS MULTI-AGENCY STORM WATER RESOURCE PLAN**

The parties to this Agreement are the Cities of Modesto, Oakdale, and Patterson, all of which are Municipal Corporations of the State of California, the Eastside Water District, and the County of Stanislaus (“the Parties). This Agreement is entered into this _____ day of _____, 2017, among the parties.

RECITALS:

WHEREAS, Stanislaus County, as lead agency, was successful in obtaining the Proposition 1 Planning Grant to develop the Stanislaus Multi-Agency Regional Storm Water Resource Plan (SWRP); and

WHEREAS, Stanislaus County has teamed with the City of Modesto, a broad range of other public agencies, along with non-profit and disadvantaged community stakeholders to prepare a SWRP that identifies and prioritizes multi-benefit storm water resource projects to improve regional water supply resilience and aid in the adaptation of infrastructure to climate change; and

WHEREAS, the local match for the Proposition 1 Planning Grant is \$499,840, which can be made up of money and labor-in-kind charges; and

WHEREAS, the Parties to this Agreement desire to work together to meet the local match requirement; and

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

1. The local match for the Proposition 1 Planning Grant to develop the Stanislaus

Multi-Agency Regional Storm Water Resource Plan shall be comprised of Labor-in-Kind work and direct labor paid by the Parties as set forth in “Exhibit 1” attached hereto.

2. Each of the Parties utilizing a “Plan” or “Study” as Labor-in-Kind authorizes the County of Stanislaus to use the value of that “Plan” or “Study” as part of the local match for the Proposition 1 Planning Grant to develop the Stanislaus Multi-Agency Regional Storm Water Resource Plan.

3. Each of the Parties utilizing direct labor authorizes the County of Stanislaus to use the value of that direct labor as part of the local match for the Proposition 1 Planning Grant to develop the Stanislaus Multi-Agency Regional Storm Water Resource Plan.

4. Each of the Parties utilizing either Labor-in-Kind work or direct labor shall provide the County of Stanislaus the necessary documentation sufficient to meet the requirements of the Proposition 1 Planning Grant to verify the value of the local match.

5. The County of Stanislaus shall submit invoices to the State of California utilizing the local match values set forth in “Exhibit 1” attached hereto. The County of Stanislaus shall use its best efforts to utilize Labor-in-Kind work for local match first.

6. Each of the Parties acknowledges and agrees that though they are providing the local match for the Stanislaus Multi-Agency Regional Storm Water Resource Plan, a broad range of other public agencies, along with non-profit and disadvantaged community stakeholders may participate without prejudice and will benefit from the SWRP.

7. The Parties agree that the County of Stanislaus will be the lead agency to employ Woodard and Curran, a mutually selected consultant by the Request for Proposals review team of the County of Stanislaus, the City of Modesto and the City of Patterson, to complete a scope

of services for the Stanislaus Multi-Agency Regional Storm Water Resource Plan and will retain all contractual obligations of the Professional Services Agreement per the County of Stanislaus's Standard Professional Services Agreement language.

8. The Parties agree that the County of Stanislaus will be the lead agency for the Proposition 1 Planning Grant and has entered into an Agreement with the State to receive grant funds and will manage the grant under the obligations set forth in an Agreement between the County of Stanislaus and the State.

9. The County of Stanislaus will manage the Professional Services Agreement without charge to any other local match partner to this cost-sharing agreement.

10. In the event there will be cost overruns by the consultant(s), 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 the County of Stanislaus should enter into an Additional Services agreement to fund such additional costs with the affirmative of all Parties.

11. 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.

12. Upon completion of the work to be performed by Woodard and Curran, each of the Parties hereto shall be entitled to copies of all deliverable documents created by Woodard and Curran.

13. 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.

14. 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:

Matt Machado	Ken Irwin	Joseph
Public Works Director	P. Lopez	Acting City Manager
County of Stanislaus	City Manager	City of
	City of Patterson	
	Modesto	
1716 Morgan Road	P.O. Box 667	P.O. Box 642
Modesto, CA 95358	Patterson, CA 95363	Modesto, CA
	95353	
Bryan Whitemyer	Al Rossini	
City Manager		Chairman
City of Oakdale		Eastside Water District
280 N. Third Avenue		P.O. Box 280
Oakdale, CA 95361		Denair, CA 95316

15. The Parties may terminate this Agreement upon mutual written agreement.

16. This Agreement and its Exhibits 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.

17. No waiver, 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.

18. 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.

19. This Agreement shall be governed according to the laws of the State of California.

20. 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.

21. This Agreement may be modified only through writing and signed by all the Parties.

22. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed an original.

23. Agreed as evidenced by the signatures below:

IN WITNESS WHEREOF, the County of Stanislaus has authorized the execution of this Cost Sharing Agreement for the Stanislaus Multi-Agency Storm Water Resources Plan in duplicate by its Public Works Director and attestation by its County Clerk under authority of Resolution No. 2017-_____ adopted by the Board of Supervisors of Stanislaus County on the ____ day of _____ 2017.

COUNTY OF STANISLAUS,
a political subdivision of the State of California,

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers:

By: _____
Matt Machado, Director
Department of Public Works

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: _____
Amanda DeHart
Deputy County Counsel

IN WITNESS WHEREOF, the City of Modesto has authorized the execution of this Cost Sharing Agreement for the Stanislaus Multi-Agency Storm Water Resources Plan in duplicate by its Acting City Manager and attestation by its City Clerk under authority of Resolution No. 2017-_____ adopted by the Council of the City of Modesto on the ____ day of _____ 2017.

CITY OF MODESTO,
a municipal corporation

By: _____
JOSEPH P. LOPEZ, Acting City Manager

ATTEST:

By: _____
STEPHANIE LOPEZ, City Clerk

(Seal)

APPROVED AS TO FORM:
ADAM U. LUNDGREN, City Attorney

By: _____
JOSE M. SANCHEZ, Assistant City Attorney

IN WITNESS WHEREOF, the City of Oakdale has authorized the execution of this Cost

Sharing Agreement for the Stanislaus Multi-Agency Storm Water Resources Plan in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. 2017-_____ adopted by the Council of the City of Oakdale on the ____ day of _____ 2017.

CITY OF OAKDALE,
a municipal corporation

By: _____
BRYAN WHITEMYER, City Manager

ATTEST:

By: _____
KATHY TEIXEIRA, City Clerk

(Seal)

APPROVED AS TO FORM:

By: _____
TOM HALLINAN, City Attorney

IN WITNESS WHEREOF, the City of Patterson has authorized the execution of this Cost Sharing Agreement for the Stanislaus Multi-Agency Storm Water Resources Plan in duplicate by

its City Manager and attestation by its City Clerk under authority of Resolution No. 2017-
_____ adopted by the Council of the City of Patterson on the ____ day of _____ 2017.

CITY OF PATTERSON,
a municipal corporation

By: _____
KEN IRWIN, City Manager

ATTEST:

By: _____
MARICELA L. VELA, City Clerk

(Seal)

APPROVED AS TO FORM:

By: _____
, City Attorney

IN WITNESS WHEREOF, the Eastside Water District has authorized the execution of
this Cost Sharing Agreement for the Stanislaus Multi-Agency Storm Water Resources Plan in

duplicate by its Chairman and attestation by its Clerk of the Board under authority of Resolution No. 2017-_____ adopted by the Board of Directors of the Eastside Water District on the ____ day of _____ 2017.

EASTSIDE WATER DISTRICT,
a municipal corporation

By: _____
AL ROSSINI, Chairman

ATTEST:

By: _____
, Clerk of the Board

(Seal)

APPROVED AS TO FORM:

By: _____
, Attorney for Eastside Water District

EXHIBIT 1			
STANISLAUS MULTI-AGENCY STORM WATER RESOURCE PLAN			
LOCAL MATCH SOURCES			
LABOR-IN-KIND			
LISTED IN GRANT APPLICATION			
	City of Oakdale SW Master Plan	\$ 25,565	
	City of Modesto Dry Well Study	\$ 64,000	
	City of Modesto Underground Stormwater Storage Study	\$ 70,000	
	Empire Low Impact Development Study	\$ 15,160	
	Eastside Water District Managed Aquifer Recharge Study	\$ 25,275	
	Stanislaus County Outreach	\$ 10,000	
			\$ 210,000
ADDITIONAL STUDIES			
	Eastside Water District Geologic, Hydrologic, Hydrogeologic Characterizations for Potential Managed Aquifer Recharge of Diffused Stormwater	\$ 200,000	
	City of Patterson Storm Drain Master Plan	\$ 181,060	
	City of Modesto Wastewater Collection System Master Plan	\$ 50,000	
	Stanislaus County Drainage Study for Crows Landing Industrial Business Park		\$ 431,060
LABOR			
	Stanislaus County	\$ 25,000	
	City of Modesto	\$ 20,000	\$ 45,000