

COST-SHARING AGREEMENT

THIS COST-SHARING AGREEMENT is made and entered into this _____ day of _____ 2022, by and between the City of Merced, a California Charter Municipal Corporation (hereinafter referred to as “City”) and the Daniel R. Martin Family Foundation, Inc., a California Nonprofit Corporation (hereinafter referred to as “Foundation”).

WHEREAS, City recognizes the value of the Applegate Park Zoo (hereinafter referred to as “Zoo”) as an important part of the quality of life in this community;

WHEREAS, City submitted a proposal for funding to the Foundation on June 24, 2021, as set forth in Exhibit “A” attached hereto and incorporated herein by this reference; and,

WHEREAS, the Foundation is willing to make contributions to City to defray the cost to employ an additional Zookeeper for the Zoo.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. The term of this Agreement shall be three (3) years and shall commence on _____, 2022 and end on _____, 2025.
2. City shall conduct a recruitment to fill the position for a full-time Zookeeper for the Zoo. City shall comply with the standard of care regarding all applicable Federal, State and municipal laws and regulations. No discrimination shall be made by City in the employment of persons to work under this Agreement because of race, color, national origin, ancestry, disability, sex, or religion of such person.
3. The Foundation shall share the cost of the Zookeeper by providing payment to the City in the amount of \$37,965.72 annually for the salary for the Zookeeper position.
4. City shall employ Zookeeper and the position shall be entitled to all benefits of a permanent City employee, including, but not limited to a cafeteria medical plan, vacation and sick leave, holiday pay, social security contributions, retirement and disability.

5. WAIVER. In the event that either City or Foundation shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

6. VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Merced.

7. AMENDMENT. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

8. INTEGRATION. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

9. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

10. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal Corporation

BY: _____
City Manager

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

DRAFT

DANIEL R. MARTIN FAMILY
FOUNDATION, INC.,
A California Nonprofit Corporation

BY: _____

Title: _____

Print Name: _____

Taxpayer I.D. No. _____

ADDRESS: _____

TELEPHONE: _____

FACSIMILE: _____

E-MAIL: _____