

COST-SHARING AGREEMENT

This Cost-Sharing Agreement ("AGREEMENT") is made and entered into this 30th day of July, 2024 by and between the **COUNTY OF TULARE** (hereinafter referred to as the "COUNTY"), and **VF GOSHEN, INC.** (hereinafter referred to as the "VF GOSHEN"). An individual signatory agency in this AGREEMENT is referred to as a "Party." Collectively, the signatory agencies in this AGREEMENT are referred to as the "Parties."

RECITALS

WHEREAS, the COUNTY is the lead agency on the Road 67 Operational Improvements Project; and

WHEREAS, to accommodate projected increases in traffic resulting from development in the area, the PROJECT consists of widening the Betty Drive/Road 67 intersection to accommodate dual eastbound left-turn lanes, and eastbound right-turn lanes. The Project also includes traffic signal modifications, drainage improvements, a concrete retaining wall (spanning approximately 200 feet along the north side of Betty Drive), the addition of six (6) streetlights between Road 67 and Robinson Road, and concrete/asphaltic improvements. The concrete improvements involve the construction of curb and gutter, sidewalk, driveways, and median curbs.; and

WHEREAS, the PROJECT is scheduled for construction in fiscal year 2024/2025; and

WHEREAS, VF GOSHEN is located in the vicinity of the PROJECT area; and

WHEREAS, VF GOSHEN stands to benefit from the planned improvements and wishes to contribute monetarily in order to participate in mitigation of traffic impacts associated with Valley Fuel Travel Plaza; and

WHEREAS, COUNTY wishes to accept the funds offered by VF GOSHEN.

NOW, THEREFORE, it is mutually understood and agreed by Parties as follows:

1. VF GOSHEN agrees to contribute monetarily, voluntarily and of its own accord, to the planned improvements in an amount of three hundred thousand dollars (\$300,000).
2. COUNTY agrees to construct all planned improvements in one single phase and shall not phase the project.
3. By this agreement, it is agreed that VF GOSHEN will pay the COUNTY three hundred thousand dollars (\$300,000) prior to the commencement of Work. All funds received by

the COUNTY, until used or applied herein provided, shall be held in trust for the purposes for which they were received.

4. The COUNTY hereby accepts VF GOSHEN's contribution in whole, with the understanding that VF GOSHEN agrees that no authorization, oversight, input, or requirement other than the authority conferred by this AGREEMENT shall be necessary from VF GOSHEN to authorize and enable COUNTY to carry out the PROJECT.
5. This AGREEMENT automatically shall terminate upon the COUNTY's acceptance of VF GOSHEN'S payment hereunder, unless the Parties agree through an amendment to this AGREEMENT to an extension of time.
6. Neither the COUNTY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by VF GOSHEN under or in connection with any work, authority, or jurisdiction delegated to VF GOSHEN under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, VF GOSHEN shall fully indemnify and save harmless the COUNTY and its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code section 810.8) occurring by reason of anything done or omitted to be done by VF GOSHEN under or in connection with any work, authority, or jurisdiction delegated to VF GOSHEN under this AGREEMENT.
7. Neither VF GOSHEN nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the COUNTY under or in connection with any work, authority or jurisdiction delegated to the COUNTY under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, the COUNTY shall fully indemnify and save harmless VF GOSHEN and its officers and employees from all claims, suits, or actions of every name, kind and description brought for or on account of injury (as defined by Government Code section 810.8) occurring by reason of anything done or omitted to be done by the COUNTY under or in connection with any work, authority, or jurisdiction delegated to the COUNTY under this AGREEMENT.
8. This AGREEMENT represents the entire AGREEMENT between VF GOSHEN and the COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this AGREEMENT may be modified without the written consent of both Parties.

9. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by electronic mail, or sent by first class mail, postage prepaid and addressed as follows:

COUNTY: Resource Management Agency Director:
5961 S Mooney Blvd
Visalia, CA 93277
Fax No.: (559) 615-3005/
Phone No. (559) 624-7000

VF District Office Manager:
GOSHEN: 6603 Betty Dr
Visalia, CA 93291
Fax No.:(559) 757-3459
Phone No.:(559) 757-3878

Notice delivered personally or sent by electronic mail is deemed to be received upon receipt. Notice sent by first class mail shall be deemed received on the fourth day after the date of mailing. Either Party may change the above address by giving written notice pursuant to this paragraph.

10. This AGREEMENT reflects the contributions of both Parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.
11. Unless specifically set forth, the Parties to this AGREEMENT do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
12. This AGREEMENT shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. Any litigation arising out of this AGREEMENT shall be brought in Tulare County, California. VF GOSHEN waives the removal provisions of California Code of Civil Procedure Section 394.
13. The failure of either Party to insist on strict compliance with any provision of this AGREEMENT shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the AGREEMENT by the other Party.
14. The Recitals and the Exhibits to this AGREEMENT are fully incorporated into and are integral parts of this AGREEMENT.

15. This AGREEMENT is subject to all applicable laws and regulations. If any provision of this AGREEMENT is found by any court or other legal authority, or is agreed by the Parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the AGREEMENT to either Party is lost, then the AGREEMENT may be terminated at the option of the affected Party. In all other cases the remainder of the AGREEMENT shall continue in full force and effect.

16. Each Party agrees to execute any additional documents and to perform any further acts which may be reasonably required to effect the purposes of this AGREEMENT.


17. This AGREEMENT becomes effective when executed by both Parties.

THE PARTIES, having read and considered the above provisions, indicate their AGREEMENT by their authorized signatures below.

----- SEE NEXT PAGE FOR SIGNATURES -----

VF GOSHEN, INC.

Date 06/27/2024

By 
Gurpreet Thandi (President)

COUNTY OF TULARE

Date 7/30/2024

By 
Chair, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By 
Deputy Clerk



Approved as to Form:
County Counsel

By Patrick Beck
Deputy

Matter No. 2024393