

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Public Works

BOARD AGENDA # *C-1

Urgent Routine

AGENDA DATE December 15, 2015

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of the Amended and Restated Memorandum of Agreement Between the County of Stanislaus and the City of Riverbank for the Acquisition, Certification, and Construction Phase of the Claribel Road at Roselle Avenue Signalization Project

STAFF RECOMMENDATIONS:

1. Approve the Amended and Restated Memorandum of Agreement between the County of Stanislaus and City of Riverbank for the Acquisition, Certification, and Construction Phase of the Claribel Road at Roselle Avenue Signalization Project.
2. Authorize the Chief Executive Officer to execute the Amended and Restated Memorandum of Agreement.

FISCAL IMPACT:

The project is programmed in the Federal Transportation Improvement Plan under the Congestion Mitigation and Air Quality (CMAQ) Program and Toll Credits for \$300,000 for the Preliminary Engineering (PE) phase of the project, and \$300,000 for the Construction phase of the project. The County obligation for right of way (ROW), utility phase, and construction is estimated to be between \$1,597,500 and \$2,097,500 and will be funded by a combination of fuel tax and Public Facilities Fees. Funding is available in the Fiscal Year 2015-2016 Final Adopted Public Works Roads budget.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2015-635

On motion of Supervisor Chiesa, Seconded by Supervisor Monteith
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Monteith, DeMartini, and Chairman Withrow

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST:


CHRISTINE FERRARO TALLMAN, Clerk

File No. C-1-B-12

Approval of the Amended and Restated Memorandum of Agreement Between the County of Stanislaus and the City of Riverbank for the Acquisition, Certification, and Construction Phase of the Claribel Road at Roselle Avenue Signalization Project

FISCAL IMPACT (CONTINUED):

Maximum funding obligations for the project are allocated as follows:

	PE Phase	ROW and Utility Phase	Construction Phase	Total
County CMAQ	\$300,000	-	\$300,000	\$600,000
County Local	-	\$397,500	\$1,200,000 - \$1,700,000	\$1,597,500 - \$2,097,500
City Local	\$135,000	\$202,500	-	\$337,500
Total	\$435,000	\$600,000	\$1,500,000 - \$2,000,000	\$2,535,000 - \$3,035,000

DISCUSSION:

Engineering and Traffic Analysis

The Claribel Road/Roselle Avenue intersection is located in Stanislaus County on the southern city limits of Riverbank and north of the City of Modesto. The City of Riverbank is currently responsible for everything north of the centerline of Claribel Road and the County is responsible for everything south of the centerline. The intersection is non-signalized and controlled by an all-way stop. The intersection consists of an overhead flashing red beacon at the center of the intersection and “roll-over” curbs at all corners.

The purpose of this project is to improve regional air quality by installing traffic signals to reduce stop and start movements at the Claribel Road/Roselle Avenue intersection. The improvements to the intersection consist of the installation of traffic signals, widening the intersection to provide for truck turn movements, the addition of left turn lanes in all directions, an asphalt overlay, and restriping of the roadway at Claribel Road and Roselle Avenue. This project will also improve safety, efficiency, and capacity at the intersection.

A Traffic Capacity Analysis was prepared for the Claribel Road/Roselle Avenue intersection. The analysis determined the amount of pollution could be reduced by signalizing this intersection. Air quality calculations showed that the project scored well based on CMAQ Cost-Effective Standards at \$3.58/kg/day pollution reduction. Installation of signals for the proposed project will ensure that automobile traffic flows through the intersection will efficiently and effectively operate by making vehicles stop as little as possible while safely traversing the intersection. Thus, installation of signals at the project intersection will improve regional air quality.

Memorandum of Agreement

The Riverbank City limits extend to the centerline of Claribel Road; therefore, the City and County each own and are responsible for operating portions of the intersection.

Approval of the Amended and Restated Memorandum of Agreement Between the County of Stanislaus and the City of Riverbank for the Acquisition, Certification, and Construction Phase of the Claribel Road at Roselle Avenue Signalization Project

On April 23, 2013 the City and County entered into a Memorandum of Agreement (Attachment 1: Exhibit B) that provided for the cooperation between the two agencies for the preliminary engineering phase of the project.

This Amended and Restated Memorandum of Agreement between the City and County restates the cooperation between the two agencies for the preliminary engineering phase of the project as well as amends the original agreement to include cooperation between the two agencies for the design, right-of-way acquisition and certification, construction, and maintenance of the project. The Agreement has been approved and signed by the City of Riverbank.

POLICY ISSUES:

This action supports the Board's priorities of A Safe Community, A Healthy Community, and A Well Planned Infrastructure System by entering into a Memorandum with the City of Riverbank to improve safety, efficiency, and air quality at the Claribel Road and Roselle Avenue intersection.

STAFFING IMPACT:

Public Works staff will oversee the design and construction phases of this project.

CONTACT PERSON:

Matt Machado, Public Works Director. Telephone: (209) 525-4153.

ATTACHMENT:

1. Memorandum of Agreement

NT:djd

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AMENDED AND RESTATED MEMORANDUM OF AGREEMENT FOR THE CLARIBEL ROAD AT ROSELLE AVENUE SIGNALIZATION PROJECT ACQUISITION, CERTIFICATION, AND CONSTRUCTION PHASE

___THIS MEMORANDUM OF AGREEMENT (the “MOA”) is made and entered into by and between the County of Stanislaus (the “County”), a political subdivision of the State of California and the City of Riverbank (the “City”), a municipal corporation of the State of California on December 15 , 2015 (“Effective Date”). City or County may each be referred to herein individually as a “Party” or collectively as the “Parties”. There are no other parties to this MOA.

RECITALS

A. County and City are each responsible for half of the road of the intersection at Claribel Road/Roselle Avenue as shown on the map attached hereto as **Exhibit A** (the “Intersection”); and

B. Presently a non-signalized all-way stop with a flashing red beacon at the center of the intersection controls the Intersection; and

C. City and County have determined that the installation of a traffic signal at Intersection would improve regional air quality by reducing stop and start movements at the Intersection; and

D. The Parties agreed to cooperate for right-of-way acquisition and certification and construction of the intersection improvements at Claribel Road and Roselle Avenue (“Project”); and

E. On April 23, 2013 the Parties entered into the Memorandum of Agreement Between the County of Stanislaus and the City of Riverbank for the Preliminary Engineering Phase of Claribel Road at Roselle Avenue Signalization Project, which is attached hereto as **Exhibit B**; and

F. The City and County entered into an agreement on April 23, 2013 and terms for said agreement need to be expanded for future phases of work.

G. The purpose of this MOA is to facilitate cooperation between the City and County for design, right-of-way acquisition and certification, and construction of the intersection improvements at Claribel Road and Roselle Avenue Project; and

H. The Project will be funded with a combination of sources including Congestion Mitigation and Air Quality Improvement (“CMAQ”) funding, Public Facilities Fees, and other Local Funds; and

NOW, THEREFORE, it is agreed as follows:

SECTION 1. OBLIGATIONS OF THE COUNTY

1. Preliminary Engineering. The County shall act as the lead agency and provide design, environmental documentation, right of way certification, plans and specifications for the Project.
2. Right-of-way and Utility Engineering. The County shall act as the lead agency and provide right-of-way acquisition services and utility relocation coordination for the Project. The County shall be responsible for sixty-six percent (66%) of the cost of real property acquisition for public Right of Way.
3. Construction Engineering. The County shall act as the lead agency and provide construction inspection and administration for the Project.
4. Control of Project. Except as provided in Section 3 of this MOA, the County, through its designated representative, shall have exclusive control of the Project work.
5. Project Accountability. The County shall be accountable for all funds used to pay for the Project.
6. Lead Agency. The County shall be the "Lead Agency," as defined and used in Sections 15050 and 15367 of Title 14 of the California Code of Regulations, for purposes of compliance with the California Environmental Quality Act (Pub. Res. Code Section 21000, et seq.).
7. Funding Application. The County will apply for funding commitments for the Project from the Congestion Management and Air Quality Program and Toll Credits to reimburse up to the maximum limits for the participating costs of the Project.
8. Project Maintenance. The County shall maintain the proposed surface improvements along Roselle Avenue, south of Claribel Road and Claribel Road east of Roselle Avenue.
9. Funding Procedure. The County will invoice the City for funds required for right-of-way acquisition at the time the Board of Supervisors approve the real property acquisition. City shall remit payment within sixty (60) days of receipt of said invoice from County.

SECTION 2. OBLIGATIONS OF THE CITY

1. Cooperation. The City shall fully cooperate with the County in providing all requested information or data necessary to facilitate the acquisition of funding commitments for the Project for the CMAQ Program and Toll Credits to reimburse up to the maximum limits for the participating costs of the Project.
2. The City shall be responsible for all City staff costs associated with the Project.

3. Project Maintenance. The City shall maintain the proposed surface improvements along Roselle Avenue, north of Claribel Road, and along Claribel Road, west of Roselle Avenue. Traffic Signal and electrical equipment maintenance shall be maintained exclusively, and at the sole cost of the City.
4. Funding Procedure.- The City will pay the County for right of way acquisition pursuant to Section 1.9 of this Agreement. The City shall be responsible for up to thirty-four percent (34%) of the cost of real property acquisition for public right-of-way, but in no event shall City be responsible for more than the amount of obligation proscribed in Section 3, paragraph 5 of this MOA.

SECTION 3. MUTUAL OBLIGATIONS OF THE CITY AND THE COUNTY

1. Project Plans and Engineering. The City shall be entitled to review and comment upon any and all Project plans, specifications, and designs, and the County shall incorporate all reasonable requests to modify such plans, specifications, and designs for portions of the Project lying within the incorporated area of the City.
2. Right-of-Way Acquisition. The County shall, through their consultant, negotiate and acquire all Right-of-Way interests required for the construction of the intersection improvements. The cost for real property acquisition shall be split between the County and City as defined in Section 1 and Section 2.
3. Project Construction: Both the City and the County agree that an encroachment permit fee will not be required by the County or it's contractor at the time of construction. The County, or its contractor, shall provide the City with all documentation necessary to receive permission to work within City right-of-way. The City shall provide such permit with no fee required.
4. Project Maintenance. The City and County shall equally share the Maintenance burden of the proposed surface improvements, excluding electrical and traffic signal equipment, inside the intersection, defined as the area inscribed by the limit lines on Claribel Road and Roselle Avenue. Prior to any work within the intersection, both agencies shall agree to said maintenance activity and shall require concurrence by a signed and dated memorandum of both County and City staff.
5. The cost of any work referred to in this MOA shall include all direct and indirect costs (functional and administrative overhead assessment) attributable to the Project, applied in accordance with City and County standard accounting practice.

Funding identified as Local shall be at the discretion of the agency. Federal funding will not be allowed for the Right-of-Way and Utility Phase. The Parties agree that the maximum funding obligations for the Project are allocated as follows:

Preliminary Engineering Phase:

Total Cost: \$435,000
County CMAQ: \$300,000
City: \$135,000

Right of Way and Utility Phase:

Total Cost: \$600,000
County Local: \$397,500 (66%)
City Local: \$202,500 (34%)

Construction Phase:

Total Cost: \$1,500,000 - \$2,000,000
County CMAQ: \$300,000
County Local: \$1,200,000-\$1,700,000

SECTION 4. PAYMENT

1. County's total spending authority for Project contract is approved by the Board of Supervisors and includes the cost of the contracted services plus a contingency amount designated for any additions or changes to the contract if needed. County will provide written notice to City when the sum of all the task orders or contract change orders executed for any Project contract reaches seventy-five percent (75%) of the Board of Supervisor-approved contingency. County will provide written notice to City prior to increasing the total spending authority for any Project contract that has been considered and approved by the Stanislaus County Board of Supervisors.

SECTION 5. AMENDMENTS

1. Any amendments to this agreement including, but not limited to, changes in scope, responsibility, or cost, shall be mutually agreed upon and executed by agents of the CITY and COUNTY, and approved by City Council and the County Board of Supervisors.

SECTION 6. TERMINATION

1. Either party may terminate this MOA upon thirty (30) days' written notice to the other party.
2. This MOA shall be terminated at the time the improvements have been accepted by both the City and the County and at the start of the construction warranty period.

SECTION 7. INDEMNITY

Neither Party, nor any of its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives ("Party Agents"), shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the other Party or any of its Party Agents under or in connection with any work delegated to that Party under this MOA.

The Parties further agree, pursuant to Government Code Section 895.4, that each Party shall fully indemnify and hold harmless the other Party and its Party Agents from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken, or omitted to be taken by such Party or its Party Agents under this MOA.

In the event a third party commences any legal action or special proceeding challenging the Project or this MOA, the Parties agree to cooperate with each other in defending such action.

SECTION 8. CORRESPONDENCE

Any notice required hereunder between City and County must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given when delivered to the party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (1) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (2) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by federal express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any party hereto may at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

If to City:

Kathleen Cleek
Development Services
Administration Manager
City of Riverbank
6607 Third Street (Mailing)
6617 Third Street (Office)
Riverbank, CA 95367

With courtesy copy to:

Douglas L. White
Churchwell White LLP
1414 K Street, Third Floor

Sacramento, California 95814

If to County:

Andrew Malizia, PE
Associate Civil Engineer
Stanislaus County Public Works
1716 Morgan Road
Modesto, CA 95358

With courtesy copy to:

John Doering, Esq.
Stanislaus County Counsel
1010 10th Street, Ste 6400
Modesto, CA 95354

SECTION 9. GENERAL PROVISIONS

1. Authority. All Parties and signatories to this MOA warrant and represent that they have the power and authority to enter into this MOA and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into the MOA have been fully complied with. Further, by entering into this MOA, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.
2. Drafting and Ambiguities. Each Party acknowledges that it has reviewed this MOA with its own legal counsel, and based upon the advice of that counsel, freely entered into this MOA. Each Party has participated fully in the review and revision of this MOA. Any rule of construction that ambiguities are to be resolved against the drafting Party does not apply in interpreting this MOA.
3. Governing Law. This MOA shall be governed by and construed in accordance with the laws of the State of California.
4. Venue. Venue for all legal proceedings where the dispute or resolution procedure herein does not apply shall be the Superior Court of California for the County of Stanislaus.
5. Severability. If this MOA in its entirety is determined by a court to be invalid or unenforceable, this MOA shall automatically terminate as of the date of final entry of judgment. If any provision of this MOA shall be determined by a court to be invalid and unenforceable, or if any provision of this MOA is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the

Effective Date of this MOA, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this MOA.

6. Counterparts. This MOA may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
7. Headings. Headings used in this MOA are for reference purposes only and shall not be considered in construing this MOA.
8. Necessary Acts and Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this MOA.
9. Time is of the Essence. Time is of the essence in this MOA for each covenant and term of a condition herein.

[SIGNATURES ON PAGE 8]

IN WITNESS WHEREOF, the City of Riverbank, a California municipal corporation, authorized the execution of this MOA in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. 2015- N/A, adopted by the City Council of the City of Riverbank on the 28th day of July, 2015, and the County of Stanislaus, a Political Subdivision of the State of California, authorized the execution of this MOA in duplicate under authority of Resolution No. 2015-635, adopted by the Board of Supervisors of Stanislaus County on the 15th day of December, 2015.

CITY:
City of Riverbank, a California Municipal Corporation

COUNTY:
County of Stanislaus, a Political Subdivision of the State of California

By Jill Anderson
Jill Anderson, City Manager

By Stan Resen
Stan Resen, Chief Executive Officer

Date 7/29/15

Date 12/15/15

ATTEST:
By Annabelle Aguilar
Annabelle Aguilar, City Clerk

ATTEST:
By Christine Ferraro Tallman
Christine Ferraro Tallman, Clerk of County Board of Supervisors

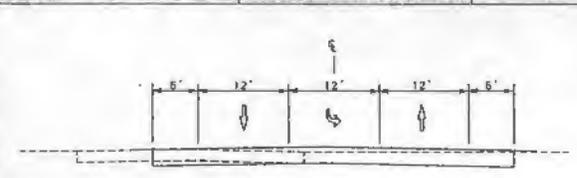
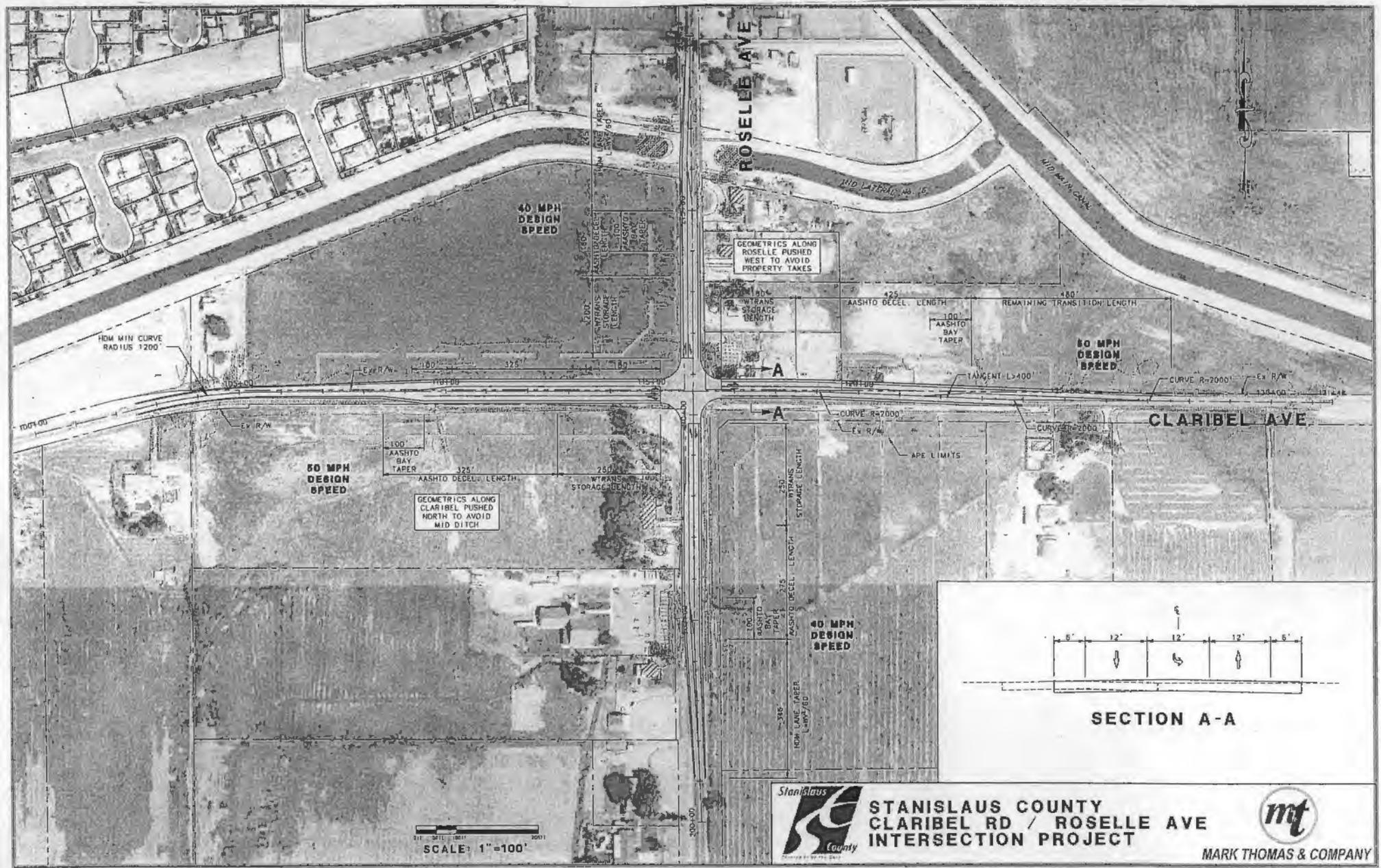
(SEAL)
Date 07/29/15

(SEAL)
Date 12/15/15

APPROVED AS TO FORM:
By Tom Halinan
Tom Halinan, City Attorney
Date 7/29/15

APPROVED AS TO FORM:
By Thomas E. Boze
~~Thomas E. Boze, Assistant County Counsel~~ Amanda DeHart
Amanda DeHart, Deputy County Counsel
Date 12-3-15

EXHIBIT A
MAP



SCALE: 1" = 100'


STANISLAUS COUNTY
CLARIBEL RD / ROSELLE AVE
INTERSECTION PROJECT


MARK THOMAS & COMPANY

EXHIBIT B
PRELIMINARY ENGINEERING MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF AGREEMENT FOR THE CLARIBEL ROAD AT ROSELLE AVENUE SIGNALIZATION PROJECT PRELIMINARY ENGINEERING PHASE

This Memorandum of Agreement (the "AGREEMENT") is made and entered into by and between the County of Stanislaus (the "COUNTY") and the City of Riverbank (the "CITY") on April 23, 2013

INTRODUCTION

- A. The purpose of this Agreement is to facilitate cooperation between the CITY and the COUNTY for the preliminary design, including environmental documentation and right of way certification of the signalization and intersection improvements at Claribel Road and Roselle Avenue (PROJECT). The right of way acquisition and construction phase of work shall be the subject of a future agreements between the COUNTY and the CITY; and
- B. The improvements to the intersection consist of the installation of traffic signals, widening the intersection to provide for truck turn movements, the addition of left turn lanes in all directions, an asphalt overlay, and restriping of the roadway at Claribel Road and Roselle Avenue; and
- C. The PROJECT preliminary engineering phase will be funded at 100% Congestion Mitigation and Air Quality Improvement (CMAQ) funding; and

NOW, THEREFORE, it is agreed as follows:

SECTION 1. OBLIGATIONS OF THE COUNTY

- 1. Preliminary Engineering. The COUNTY shall act as the lead agency and provide design, environmental documentation, right of way certification, plans and specifications for the PROJECT.
- 2. Control of Project. Except as provided in Section 3 of this AGREEMENT, the COUNTY, through its designated representative, shall have exclusive control of the project work.
- 3. Project Accountability. The COUNTY shall be accountable for all funds used to pay for the PROJECT.
- 4. Lead Agency. The COUNTY shall be the "Lead Agency," as defined and used in Sections 15050 and 15367 of Title 14 of the California Code of Regulations, for purposes of compliance with the California Environmental Quality Act (Pub. Res. Code Section 21000, et seq.).

5. The COUNTY will apply for funding commitments for the PROJECT from the Congestion Management and Air Quality Program and Toll Credits to reimburse up to the maximum limits for the participating costs of the PROJECT.

SECTION 2. OBLIGATIONS OF THE CITY

1. The CITY shall fully cooperate with the COUNTY in providing all requested information or data necessary to facilitate the acquisition of funding commitments for the PROJECT for the Congestion Mitigation and Air Quality (CMAQ) Program and Toll Credits to reimburse up to the maximum limits for the participating costs of the PROJECT.
2. The CITY shall be responsible for all CITY staff costs associated with the PROJECT.

SECTION 3. MUTUAL OBLIGATIONS OF THE CITY AND THE COUNTY

1. Project Plans and Engineering. The CITY shall be entitled to review and comment upon any and all PROJECT plans, specifications, and designs, and the COUNTY shall incorporate all reasonable requests to modify such plans, specifications, and designs for portions of the PROJECT lying within the incorporated area of the CITY.
2. Project Maintenance. CITY and COUNTY shall enter into a separate Maintenance Agreement prior to PROJECT construction.
3. The cost of any work referred to in this AGREEMENT shall include all direct and indirect costs (functional and administrative overhead assessment) attributable to the PROJECT, applied in accordance with CITY and COUNTY standard accounting practice.

100% Congestion Mitigation and Air Quality Program and Toll Credit funding not to exceed the programmed amount of \$300,000.

4. All funds are subject to availability.

SECTION 4. PAYMENT

1. COUNTY's total spending authority for PROJECT contract is approved by the Board of Supervisors and includes the cost of the contracted services plus a contingency amount designated for any additions or changes to the contract if needed. COUNTY will provide written notice to CITY when the sum of all the task orders or contract change orders executed for any PROJECT contract reaches 75% of the Board of Supervisor-approved contingency. COUNTY will provide written notice to CITY prior to increasing the total spending authority for any PROJECT contract that has been considered and approved by the Stanislaus County Board of Supervisors.

SECTION 5. AMENDMENTS

1. Any amendments to this agreement including, but not limited to, changes in scope, responsibility, and/or cost, shall be mutually agreed upon and executed by agents of the CITY and COUNTY, and approved by CITY Council and the COUNTY Board of Supervisors.

SECTION 6. TERMINATION

1. Either party may terminate this AGREEMENT upon 30 days written notice to the other party.
2. This AGREEMENT shall be terminated at the time the improvements have been accepted by both the CITY and the COUNTY and at the start of the construction warranty period.

SECTION 7. INDEMNITY

1. Neither party, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the other party under or in connection with any work delegated to that party under this Agreement. The parties further agree, pursuant to Government Code Section 895.4, that each party shall fully indemnify and hold harmless the other party and its agents, officers, employees and contractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken, or omitted to be taken by such party under this Agreement.

SECTION 8. CORRESPONDENCE

1. Any notice which may be required under this AGREEMENT shall be in writing and shall be given by personal service, first-class mail, certified or registered mail return receipt requested, or overnight delivery to the addresses set forth below:

CITY

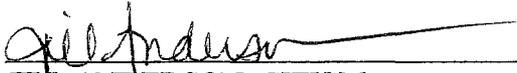
Kathleen Cleek
Sr. Management Analyst
City of Riverbank
6607 Third Street (Mailing)
6617 Third Street (Office)
Riverbank, CA 95367

COUNTY

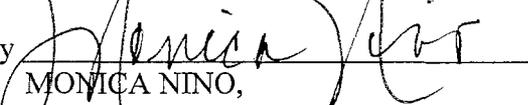
Aja Verburg, PE
Associate Civil Engineer
Stanislaus County Public Works

1716 Morgan Road
Modesto, CA 95358

CITY OF RIVERBANK,
a Municipal Corporation

By 
JILL ANDERSON, CITY Manager

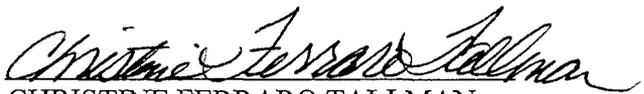
COUNTY OF STANISLAUS, a
Political Subdivision of the State of California

By 
MONICA NINO,
Chief Executive Officer

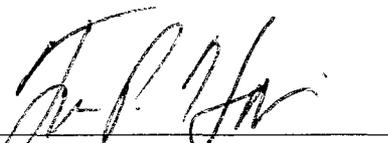
ATTEST:

By 
ANNABELLE AGUILAR, CITY Clerk

ATTEST:

By 
CHRISTINE FERRARO TALLMAN,
Clerk of the Board of Supervisors

APPROVED:

By 
TOM HALLINAN, CITY Attorney

APPROVED AS TO FORM:
JOHN DOERING, COUNTY Counsel

By 
THOMAS E. BOZE,
Deputy COUNTY Counsel