

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

DEPT: Public Works

BOARD AGENDA: 5.C.1  
AGENDA DATE: September 30, 2025

**SUBJECT:**

Approval of a Memorandum of Understanding Between the Stanislaus Council of Governments and Stanislaus County for the Local Partnership Program – Competitive Grant for the 7th Street Bridge Replacement Project

**BOARD ACTION AS FOLLOWS:**

**RESOLUTION NO. 2025-0504**

On motion of Supervisor Withrow Seconded by Supervisor Grewal  
and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, Grewal, C. Condit, and Chairman B. Condit

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

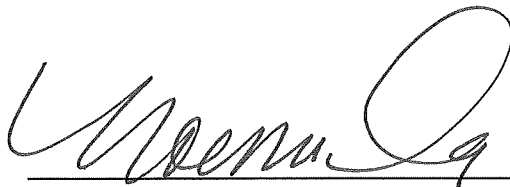
1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:



ATTEST: NOEMI LEON, Interim Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
AGENDA ITEM**

DEPT: Public Works

BOARD AGENDA:5.C.1  
AGENDA DATE: September 30, 2025

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

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**SUBJECT:**

Approval of a Memorandum of Understanding Between the Stanislaus Council of Governments and Stanislaus County for the Local Partnership Program – Competitive Grant for the 7th Street Bridge Replacement Project

**STAFF RECOMMENDATION:**

1. Approve a Memorandum of Understanding between the Stanislaus Council of Governments and Stanislaus County for \$15 million in Local Partnership Program – Competitive Grant funds for the 7th Street Bridge Replacement Project.
2. Authorize the Chief Executive Officer to execute the Memorandum of Understanding between the Stanislaus Council of Governments and Stanislaus County.
3. Authorize the Director of Public Works to take any appropriate action necessary to carry out the purpose and intent of these recommendations.

**DISCUSSION:**

Stanislaus County Public Works, in cooperation with the City of Modesto, California Department of Transportation (Caltrans), and the Federal Highway Administration (FHWA) is proposing to replace the 7th Street Bridge (No. 38C0023) over Tuolumne River and construct necessary roadway approach improvements to accommodate the bridge replacement.

The historic 7th Street Bridge over Tuolumne River was built in 1916 by Stanislaus County and consists of a series of “canticrete” type trusses supported on reinforced concrete piers and abutments all founded on concrete or timber piling. The entire bridge span is approximately 1,170 feet in length and the Average Daily Traffic (ADT) volume is approximately 15,700 vehicles per-day.

The 7th Street Bridge is listed on the Caltrans Local Agency Bridge List with an extremely low sufficiency rating (5.1 on a scale of 0 to 100) because of structural and functional deficiencies. Although the bridge is currently considered structurally sound, there is significant spalling, advanced signs of alkali silica reaction, exposed and deteriorating steel reinforcing and considerable deflection at the cantilevered sections. This bridge has been weight restricted to four tons gross load since 1979 and restricted from legal truck load weights since 1937.

The 7th Street Bridge Replacement Project (Project) has been identified as a necessary improvement to correct hydraulic deficiencies, remove load restrictions, improve mobility

along the 7th Street corridor, and improve safety for motorists, pedestrians, and bicyclists.

The completed Project will have two standard-width travel lanes in each direction, a Class I multi-use path on the west side of the bridge, a standard sidewalk on the east side of the bridge, and five-foot-wide shoulders on each side of the bridge that will serve as Class II bicycle lanes. The Project includes modifications at the 7th Street/B Street/Tuolumne Boulevard intersection and at Crows Landing Road at the 7th Street intersection. Additionally, the Project includes the development of a new pedestrian plaza that would connect the new bridge with the proposed Tuolumne River Regional Park's Gateway Parcel and to the Tuolumne River itself.

An Environmental Assessment (EA) and Section 4(f) Evaluation with Finding of No Significant Impact (FONSI) was approved by Caltrans in August of 2019, and re-validated in January and July of 2025, in compliance with the requirements of the National Environmental Policy Act (NEPA). An Environmental Impact Report (EIR) was certified by the County in May 2017, and approved by Caltrans in August of 2019, in compliance with the California Environmental Quality Act (CEQA). An EIR Addendum was adopted on April 15, 2025, by the Board of Supervisors.

Funding for this Project is from the Federal Highway Bridge Program (HBP), the Congestion Mitigation and Air Quality (CMAQ) Improvements Program, and the Local Partnership Program – Competitive (LPP-C), administered by Caltrans, with local matching funds from Stanislaus County and the City of Modesto.

The Project completed final design documents and achieved right-of-way certification in June 2025. The Project received authorization for the Construction (CON) phase in August 2025. Project pre-construction preparation activities will begin to take place in late 2025 and the Project construction could potentially begin in early 2026, contingent on funding allocations, final permits, and the bidding and award process.

The Stanislaus Council of Governments (StanCOG), as the Taxing Authority, nominated the 7th Street Bridge project in the California Transportation Commission (CTC) 2024 LPP-C cycle for funding.

On June 27, 2025, the 7th Street Bridge project was awarded \$15 million of LPP-C funds from the CTC. Staff is now preparing to request the funding at the CTC meeting to be held on December 4<sup>th</sup> and 5<sup>th</sup>, 2025. The \$15 million dollars will be divided evenly between the City of Modesto and Stanislaus County to supplement and reduce the amount of local match necessary to deliver this regionally important project. A construction phase Memorandum of Understanding (MOU) between City of Modesto and Stanislaus County will be brought to the Board for consideration prior to the start of construction.

The LPP-C guidelines state “if the project will be implemented by an agency other than the taxing authority, the allocation request must be signed by the implementing agency and include a copy of the MOU or Interagency Agreement between the project application (taxing authority) and implementing agency”.

This MOU between StanCOG and Stanislaus County will outline the County's responsibility and accountability for the project, expenditure of funds, and program guidelines.

**POLICY ISSUE:**

Local Partnership Program – Competitive guidelines require the execution of the Memorandum of Understanding. Furthermore, Government Code Section 23005 requires Board of Supervisors’ approval for agreements with other agencies.

**FISCAL IMPACT:**

Stanislaus County will receive \$15 million of LPP-C Funds from the California Transportation Commission to support the replacement of the Stanislaus County/City of Modesto 7th Street Bridge Replacement Project.

**BOARD OF SUPERVISORS’ PRIORITY:**

The recommended actions are consistent with the Board’s priority of *Delivering Efficient Public Services* and *Enhancing Community Infrastructure* by replacing a structurally deficient bridge that serves as a major arterial connector between the City of Modesto and Stanislaus County.

**STAFFING IMPACT:**

Existing Public Works staff is overseeing this Project.

**CONTACT PERSON:**

David A. Leamon, Public Works Director

Telephone: (209) 525-4130

**ATTACHMENT(S):**

1. Memorandum of Understanding - StanCOG

**MEMORANDUM OF UNDERSTANDING (MOU)**  
**BETWEEN**  
**THE STANISLAUS COUNCIL OF GOVERNMENTS**  
**AND**  
**STANISLAUS COUNTY**  
**FOR**  
**THE LOCAL PARTNERSHIP COMPETITIVE PROGRAM**

This Memorandum of Understanding (MOU) is entered into as of the 30<sup>th</sup> day of September, 2025 between the Stanislaus Council of Governments (StanCOG) and Stanislaus County (AGENCY) each of which is referred to herein individually as "Party" and jointly as "Parties."

**RECITALS**

**WHEREAS**, the State of California Transportation Commission (CTC) awarded Local Partnership Competitive Program (LPP-C) fund to the 7<sup>th</sup> Street Bridge Replacement Project (PROJECT) in June 2025; and

**WHEREAS**, AGENCY applied for LPP-C funds to provide \$15 million for the 7<sup>th</sup> Street Bridge Replacement Project; and

**WHEREAS**, StanCOG is an eligible applicant for LPP-C funds and StanCOG and AGENCY cooperated on the submittal of the grant application to allow the AGENCY to receive an award of LPP-C funds; and

**WHEREAS**, StanCOG will have no responsibility related to the delivery of the PROJECT or the use and expenditure of LPP-C funds; and

**WHEREAS**, the AGENCY will assume responsibility and accountability for the use and expenditure of program funds and compliance with all relevant federal and state laws, regulations, policies, and procedures.

**NOW, THEREFORE**, the Parties to this MOU agree as follows:

**I. STANCOG Responsibilities**

1.1 STANCOG submitted the LPP-C grant application on behalf of the AGENCY.

**II. AGENCY Responsibilities**

2.1 AGENCY prepared all grant application materials for the LPP-C grant application. (The application was approved for funding.)

2.2 AGENCY will:

- a. Enter into an agreement with the State of California for the use and expenditure of the LPP-C funds;
- b. Assume responsibility and accountability for the PROJECT including but not limited to design, right of way acquisition, construction administration, project cost overruns, and use and expenditure of LPP-C funds;
- c. Agree to comply with all relevant federal and state laws, regulations, policies, procedures; and
- d. Agree to comply with all LPP-C grant agreement and program requirements.

V. **Miscellaneous**

- A. **Indemnification.** AGENCY, its agents, officers, and employees shall defend, indemnify, and hold harmless StanCOG and its directors, officers, agents and employees from and against any and all suits, claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the performance of this MOU, including the negligent or wrongful acts in the performance of this MOU by AGENCY, or AGENCY's agents, officers, employees, contractors, or any of them. AGENCY'S obligation to defend, indemnify, and hold StanCOG, its agents, officers, and employees harmless applies to any actual or alleged injury to persons or property, death, or damage or destruction to tangible or intangible property including the loss of use, and any allegation that materials or services developed, provided or used for the PROJECT infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party. AGENCY's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any negligent or wrongful act or omission of the AGENCY, its agents, employees, or anyone directly or indirectly employed by them.

This indemnification shall survive termination or expiration of the MOU.

- B. **Waiver.** No waiver of any default or breach of any covenant of this MOU by either Party will be implied from any omission by either Party to take action on account of such default if such default persists or is repeated. Express waivers are limited in scope and duration to their express provisions. Consent to one action does not imply consent to any future action.
- C. **Events of Default.** The occurrence of any of the following events shall constitute an Event of Default under this MOU:
- i. A Party fails to perform any of its obligations under this MOU, and does not cure such failure within 30 days after written notice of such failure has been delivered to the defaulting Party; or
  - ii. A Party purports to revoke this MOU or this MOU becomes ineffective for any reason.
- D. **Termination.** This MOU shall terminate upon the earlier of: (i) failure to receive, revocation or rescission of the LPP-C award, or (ii) mutual agreement of the Parties

hereto to terminate the MOU.

- E. Assignment. No Party can assign, transfer or otherwise substitute its interest or obligations under this MOU without the written consent of the other Party.
- F. Governing Law. This MOU is governed by the laws of the State of California as applied to contracts that are made and performed entirely in California.
- G. Amendments. This MOU may only be amended in writing and must be executed by both Parties.
- H. Disputes. If a question arises regarding interpretation of this MOU or its performance, or the alleged failure of a Party to perform, the Party raising the question or making the allegation must give written notice thereof to the other Party. The Parties will promptly meet in an effort to resolve the issues raised. If the Parties fail to resolve the issues raised, alternative forms of dispute resolution, including mediation or binding arbitration, may be pursued by mutual MOU. It is the intent of the Parties to the extent possible that litigation be avoided as a method of dispute resolution.
- I. Attorneys' Fees. In the event legal proceedings are instituted to enforce any provision of this MOU, the prevailing Party in said proceedings will be entitled to its costs, including reasonable attorneys' fees, in addition to such other remedies to which it may be entitled.
- J. Relationship of the Parties. It is understood that this is an MOU by and between independent contractors and is not intended to and does not create the relationship of agent, servant, officer, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of independent contractor.
- K. Warranty of Authority to Execute MOU. Each Party to this MOU represents and warrants that each person whose signature appears hereon is duly authorized and has the full authority to execute this MOU on behalf of the entity that is a Party to this MOU.
- L. Severability. If any portion of this MOU, or the application thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining portions of this MOU, or the application thereof, will remain in full force and effect.
- M. Counterparts. This MOU may be executed in counterparts.
- N. Notices. Any notice, demands, and communications between the Parties, including change of address or primary contact shall be sufficiently given if provided in writing and may be personally served, mailed by prepaid, certified or registered mail or overnight courier, or transmitted by facsimile or electronic mail transmission to the principal offices of the Parties as follows:

StanCOG: StanCOG  
111 I Street, Suite 308  
Modesto, CA 95354  
Attn: Jean Foletta, [jfoletta@stancog.org](mailto:jfoletta@stancog.org)

AGENCY: Stanislaus County  
1716 Morgan Rd.  
Modesto, CA 95358  
Attn: David Leamon, [Leamond@stancounty.com](mailto:Leamond@stancounty.com)


- O. Entire MOU. This MOU constitutes the entire agreement between the Parties pertaining to its subject matter and supersedes any prior or contemporaneous written or oral MOU between the Parties on the same subject.

IN WITNESS WHEREOF, the Parties have entered into this MOU as of the date first noted above.

**Stanislaus County**

  
\_\_\_\_\_  
Jody Hayes  
Chief Executive Officer

Approved as to form:

  
\_\_\_\_\_  
Thomas Boze (Sep 24, 2025 13:42:24 PDT)  
Thomas Boze  
Attorney for AGENCY

**Stanislaus Council of Governments**

  
\_\_\_\_\_  
Jean Foletta  
Interim Executive Director

Approved as to form:

  
\_\_\_\_\_  
Monica Streeter  
Attorney for StanCOG