

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

DEPT: Public Works

BOARD AGENDA: 4.C.1
AGENDA DATE: June 2, 2026

SUBJECT:

Approval to Enter Into a Memorandum of Understanding with the City of Modesto for Rock Well Maintenance at 1812 Torrid Avenue


BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2026-0281

On motion of Supervisor B. Condit ----- Seconded by Supervisor Withrow -----
and approved by the following vote,
Ayes: Supervisors: B. Condit, Withrow, Grewal, C. Condit, and Chairman Chiesa -----
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: MARY E. HARTSFIELD, Clerk of the Board of Supervisors

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

DEPT: Public Works

BOARD AGENDA:4.C.1
AGENDA DATE: June 2, 2026

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: NO

SUBJECT:

Approval to Enter Into a Memorandum of Understanding with the City of Modesto for Rock Well Maintenance at 1812 Torrid Avenue

STAFF RECOMMENDATION:

1. Approve a 10-year Memorandum of Understanding (MOU) with the City of Modesto for rock well maintenance at 1812 Torrid Avenue.
2. Authorize the Chief Executive Officer to sign the 10-year MOU with the City of Modesto for rock well maintenance at 1812 Torrid Avenue.

DISCUSSION:

Charles M. Sharp Park, located on Torrid Avenue, is a public park maintained by the City of Modesto. The street along the park is maintained by the County and is notorious for surface flooding during storm events. To address the recurring surface street flooding in the surrounding area, Stanislaus County installed two rock wells within the park's right-of-way.

Given the City's ongoing responsibility for park maintenance and its operational expertise, County staff have proposed that the City also assume maintenance duties for the rock wells. County staff support this collaborative approach, recognizing the City's capacity to effectively manage the infrastructure and ensure its continued functionality.

Under the terms of the Memorandum of Understanding (MOU), the City will assist the County by performing annual preventive maintenance, as well as corrective and emergency services as needed, on the two rock wells. The County will be responsible for reimbursing the City for the cost of annual maintenance. Capital improvements will be split 50/50 between the City and County based on actual expenditures. The City approved the MOU on March 3, 2026.

POLICY ISSUE:

Memorandums of Understanding (MOUs) fall under Government Code § 23005. A county may exercise its power through the board of supervisors or through agents and officers acting under authority of the board or authority conferred by law. Therefore, MOUs must be approved by the Board of Supervisors.

FISCAL IMPACT:

Scheduled maintenance for two identified rock wells in the City of Modesto's Sharp Park is estimated at \$1,280 annually beginning in Fiscal Year 2026 and escalating on an annual basis at 6.2% per year or at the current consumer price index. Expenses will be covered by the Public Works Road and Bridge legal budget unit. Should unexpected maintenance or capital improvement be deemed necessary by the City of Modesto, the County would be charged on an as-needed basis.

These costs are currently budgeted in the 2026 Adopted Road and Bridge budget. Future costs will be budgeted appropriately in later fiscal years.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Boards's priorities of *Delivering Efficient Public Services* and *Enhancing Community Infrastructure* by maintaining existing infrastructure.

STAFFING IMPACT:

Existing Public Works staff are overseeing this agreement

CONTACT PERSON:

David A. Leamon, Public Works Director
Telephone: (209) 525-4130

ATTACHMENT(S):

1. Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MODESTO AND
THE COUNTY OF STANISLAUS REGARDING ROCK WELL MAINTENANCE**

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into March 03, 2026 (the "Effective Date") between the County of Stanislaus (hereinafter referred to as "County") and the City of Modesto (hereinafter referred to as "City"), collectively hereinafter referred to as "Parties".

WHEREAS, The County has the need and desire to maintain and service two rock wells located at 1812 Torrid Ave known as Charles Sharp Park (the "Rock Wells"); and

WHEREAS, The City possesses the equipment, materials, and personnel to maintain and service existing rock wells and regularly performs similar repairs in the City.

NOW THEREFORE, the County and City agree as follows:

**ARTICLE I
PARTY RESPONSIBILITIES**

1. The above Recitals are made a part of this MOU agreement as if they were set forth herein.
2. The City, pursuant to the terms and conditions hereinafter set forth, hereby agrees to perform annual preventative maintenance, as well as corrective or emergency service on the Rock Wells as determined necessary by the City.
3. Annually or as needed, the City shall perform preventative maintenance on identified Rock Wells.
4. The City shall clean Rock Wells as needed and shall rejuvenate the Rock Wells no more than once every 10-years, if determined necessary in the City's discretion
5. The City may replace or upgrade either Rock Well to a drywell, as deemed necessary by City in its sole discretion.
6. The County shall reimburse the City for all work performed by the City pursuant to this MOU as specified in Exhibit A, attached hereto and incorporated herein.
7. Upon being invoiced for completed work, the County agrees to pay the invoice within 30 days.
8. Scope of Services (Exhibit A) referred to in this Agreement is attached hereto and incorporated herein by reference.

Memorandum of Understanding

**ARTICLE II
GENERAL PROVISIONS**

1. This MOU, including attachments, shall form the entire agreement and understanding between County and City. no other written or verbal statements, shall be binding upon the Parties or construed as modifying this MOU in any way.
2. The governing law of this MOU shall be the law of the State of California. The Parties agree that the County is the sole proper venue for the litigation of any and all disputes arising out of or relating to this MOU.
3. Each Party warrants and represents that in executing this MOU, it has received independent legal advice from its attorneys or the opportunity to seek such advice.
4. Headings or captions to the provisions of this MOU are solely for the convenience of the Parties, are not part of this MOU, and shall not be used to interpret or determine the validity of this MOU. Any ambiguity in this MOU shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this MOU.
5. Any notice, communication, amendment, addition, or deletion to this MOU, including change of address of either Party during the term of this MOU, which shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as follows:

Communications to the **County** shall be directed to:

David A. Leamon
Department of Public Works
1716 Morgan Road
Modesto, CA 95358

Communications to the **City** shall be directed to:

William Wong
Director of Utilities
City of Modesto
1010 Tenth Street, Suite 4600
Modesto, CA 95353

**ARTICLE III
TERM**

The term of this MOU shall be 10-years from the Effective Date until, unless sooner terminated as provided below. At the end of the initial term, the MOU shall renew for successive one (1) year periods, unless either Party terminates the MOU at least 90 days prior to the end of such term.

Memorandum of Understanding

**ARTICLE IV
INDEPENDENT CONTRACTOR STATUS**

This MOU is by and between two independent parties and is not intended to and shall not be construed to create the relationship of employer, employee, partnership, agent, servant, or joint venture with City or any persons employed by City including subcontractors or employees thereof. The City and County shall control the manner and means of accomplishing the performance of the MOU.

**ARTICLE VI
INDEMNIFICATION**

Neither Party, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of any act or failure to act by the other party under or in connection with any work delegated to that party under this MOU. The Parties further agree, pursuant to Governmental 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, (collectively, "Claims") 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 MOU. The City's foregoing indemnification obligations shall not apply to any Claims arising out of flooding caused by the alleged failure of the City to properly maintain the Rock Wells.

**ARTICLE VII
AMENDMENT**

This MOU may be modified, amended, changed, added to or subtracted from by the mutual consent of the Parties hereto if such amendment or change is in written form and executed with the same formalities as this MOU and attached to the original MOU agreement to maintain continuity.

**ARTICLE VIII
DISPUTES**

The Parties may pursue their respective remedies at law or equity for any claim, controversy, or dispute relating to this MOU.

**ARTICLE IX
NON-ASSIGNMENT**

Neither Party shall assign, transfer, or further subcontract this MOU, in whole or in part, without prior written approval of the other.

Memorandum of Understanding

**ARTICLE X
SEVERABILITY AND SURVIVAL**

If any portion of this MOU or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this MOU or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provision of this MOU are severable.

**ARTICLE XI
TERMINATION**

Each Party retains the right to terminate this MOU without cause upon thirty (30) days advance notice to the other. Each Party retains the right to terminate this MOU due to a breach of the MOU by the other Party, after providing notice and a reasonable opportunity to cure to the breaching Party.

**ARTICLE XII
ENTIRE DOCUMENT**

This MOU supersedes any and all other agreements, either oral or in writing, between any of the Parties herein with respect to the subject matter hereof and contains all the agreements between the Parties with respect to such matter. Each Party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other agreement, statement or promise not contained in this MOU shall be valid or binding.

**ARTICLE XIII
SIGNATURES**

1. The person signing this Agreement ("Signatory") represents and warrants that he or she is duly authorized and has legal capacity to execute this MOU. Signatory represents and warrants that the execution and delivery of the MOU and the performance of Parties' obligations hereunder has been duly authorized, and that the MOU is a valid and legal agreement binding on Parties and enforceable in accordance with its terms.
2. Each Party agrees that the electronic signatures (whether digital or encrypted) of the Parties included in this MOU are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record (including facsimile or email electronic signatures) pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code § 1633.1 et seq.) as amended from time to time.

[signatures appear on following page]

Memorandum of Understanding

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives, as follows:

COUNTY OF STANISLAUS


A political subdivision of the State of California

By: 
Jody Hayes
Chief Executive Officer


ATTEST: Mary E. Hartsfield

By: 
Deputy Clerk
Clerk of the Board of Supervisors
Of the County of Stanislaus,
State of California

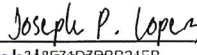
APPROVED AS TO CONTENT:
Department of Public Works

By: 
David A. Leamon, Director


APPROVED AS TO FORM:
Thomas E. Boze
County Counsel

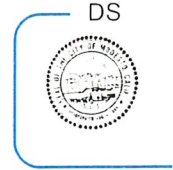
By: 
Mobin Bhatti
Deputy County Counsel

CITY OF MODESTO

Signed by:
By:  4/13/2026
Joseph Lopez
City Manager

ATTEST:

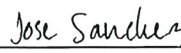
DocuSigned by:
By:  4/13/2026
Diane Nayares-Perez
City Clerk



APPROVED AS TO CONTENT:
Utilities Department

DocuSigned by:
By:  4/13/2026
William Wong, Director

APPROVED AS TO FORM:
Jose M. Sanchez
City Attorney

Signed by:
By:  4/13/2026
Jose M. Sanchez
City Attorney

Memorandum of Understanding

EXHIBIT A

**SCOPE OF SERVICES
ANNUAL ROCK WELL MAINTENANCE**

The City of Modesto (City) and Stanislaus County (County) define the maintenance program, cost allocation, invoicing procedures, and term under which the City of Modesto (City) will perform rock well maintenance.

Annual Rock Well Maintenance (cost) per Rock Well

- Location: 1812 Torrid Ave
- Cleaning: \$200/ per well/ year, as needed.
- Rejuvenation: \$440/ per well/year (funds a rejuvenation once every 10-years, at City's discretion)
- Estimated Annual Cost: \$640/ per well, escalating at 6.2% per year or current CPI.

Rock Wells

Rock Well Location	Rock Well Identifier
1812 Torrid Ave	East Well
1812 Torrid Ave	West Well

Capital Improvements

- City may replace or upgrade any rock well to a drywell, as deemed necessary by the City.
- Capital improvements will be split 50/50 between City and County based on actual expenditures.
- County will reimburse City for 50% of actual costs associated with replacement or upgrade.

Additional Maintenance

- Unscheduled service shall be billed at the annual cleaning rate (\$200) plus 6.2%, or current CPI, inflator per year.

Billing

Service	Billing	Lead Agency
Rejuvenation	Once/ten years as needed	City
Preventative	Annually as needed	City
Corrective	As needed	City
Emergency	As needed	City

Terms & Exit

- 10-year term
- Either party may exit the maintenance agreement for any reason with 30 days' notice