

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

DEPT: Public Works

BOARD AGENDA: 4.C.3
AGENDA DATE: June 2, 2026

SUBJECT:

Approval to Enter Into a Memorandum of Understanding Between Stanislaus County and City of Patterson for Maintenance Repairs on Old Las Palmas Road

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2026-0283

On motion of Supervisor C. Condit ----- Seconded by Supervisor B. Condit -----
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:

This item was removed from the consent calendar for discussion and consideration.



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.3
AGENDA DATE: June 2, 2026

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: NO

SUBJECT:

Approval to Enter Into a Memorandum of Understanding Between Stanislaus County and City of Patterson for Maintenance Repairs on Old Las Palmas Road

STAFF RECOMMENDATION:

1. Approve Memorandum of Understanding (MOU) between Stanislaus County and City of Patterson for maintenance repairs on Old Las Palmas Road.
2. Authorize Chief Executive Officer to sign MOU between Stanislaus County and City of Patterson for maintenance repairs on Old Las Palmas Road.

DISCUSSION:

Old Las Palmas Road, located east of Poplar Avenue, is in need of significant maintenance and repair. The total length of Old Las Palmas Road is 2,875 feet. Of this, 1,445 feet, or 50.26%, fall within the City of Patterson's jurisdiction, while the remaining 1,430 feet, or 49.74%, are under Stanislaus County's jurisdiction. The City of Patterson has approached Stanislaus County Public Works to explore a partnership opportunity to include this roadway segment in the County's annual Force Account project. This collaboration would allow the City to address critical roadway deficiencies in a cost-effective and timely manner by utilizing County forces and scheduled maintenance work.

Both the City and the County are committed to completing the necessary maintenance and have established a partnership through a Memorandum of Understanding (MOU), to carry out the repairs. The estimated project cost totals \$141,585, which includes site prep, overlay, and finishing work. The City will be responsible for reimbursing the County for 50.26% of the actual cost of the work.

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:

The maintenance for Old Las Palmas is included in the 2027 Force Account work program, which is scheduled to be presented to the Board on July 7, 2027. Funding for this project will be provided through the 2027 Adopted Budget for Public Works - Road

and Bridge. The total cost is estimated to be \$141,585, which includes a 10% contingency. The City of Patterson will reimburse the County for 50.26% of the actual cost. The County's portion will be funded with Road Maintenance and Rehabilitation Account (RMRA) funds.

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 will oversee 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 PATTERSON AND
THE COUNTY OF STANISLAUS REGARDING FORCE ACCOUNT WORK ON OLD
LAS PALMAS ROAD**

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into March 3, 2026 (the "Effective Date") between the County of Stanislaus (hereinafter referred to as "County") and the City of Patterson (hereinafter referred to as "City"), collectively hereinafter referred to as "Parties".

WHEREAS, Old Las Palmas Road, located east of Poplar Ave, is in need of repair, as of the 2022 Pavement Management Program Update Old Las Palmas Road has a PCI of 15 classifying this road as failed and

WHEREAS, the length of Old Las Palmas Road is 2,875 feet and partially falls within the City (1,445 feet) and partially within the County (1,430 feet); and

WHEREAS, the City and County both have the need and desire to have maintenance performed on Old Las Palmas Road; and

WHEREAS, the County possesses the equipment, materials, and personnel to provide an overlay on Old Las Palmas Road, and the County regularly performs similar maintenance in the County; and

WHEREAS, the County anticipates repairing Old Las Palmas Road as part of the Fiscal Year 2027 Force Account Work; and

WHEREAS, the City and County agree to share the cost of repairing Old Las Palmas Road as outlined in this MOU.

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 County, pursuant to the terms and conditions hereinafter set forth, hereby agrees to perform force account maintenance by County personnel on Old Las Palmas Road, as outlined in Exhibit A. Exhibit A is attached hereto and incorporated herein.
3. The length of the Old Las Palmas Road is 2,875 feet. The City portion of Old Las Palmas Road is 1,445 feet, or 50.26%, with the County's portion being 1,430 feet, or 49.74%. The Parties agree that City will pay 50.26% of actual costs for the maintenance to be performed on Old Las Palmas Road outlined in Exhibit A.

Memorandum of Understanding

4. The City shall reimburse the County for 50.26% of all work performed by the County pursuant to this MOU as specified in Exhibit A.
5. After the County completes all work contemplated in Exhibit A, County shall send City an invoice for 50.26% of the actual cost of the work. The City agrees to pay the invoice within thirty (30) days of receipt.

**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 of Stanislaus 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. Subject to Article VI below, any notice, communication, amendment, addition or deletion to this MOU, including change of address of either Party during the term of this MOU, shall be in writing and must either be personally served or 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:
Michael Willett
Assistant City Manager/Public Works Director
City of Patterson
1 Plaza
PO Box 667
Patterson, CA 95363

**ARTICLE III
TERM**

The term of this MOU shall be from the Effective Date until work is completed in Fiscal Year 2027, but no later than June 30, 2027, unless sooner terminated as provided in this MOU.

**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 County or any persons employed by City or County including subcontractors or employees thereof. The City and County shall each control the manner and means of accomplishing their respective performance of the MOU. Neither Party shall have any authority or right to assume or create any obligation of any kind or nature, express or implied, on behalf of, or in the name of the other Party, nor bind the other Party in any respect, without the specific prior written authorization of the other Party. The obligations of the Parties shall be several and not joint, notwithstanding, subject to Article V.

**ARTICLE V
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, 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. This Article V shall survive termination of this MOU.

**ARTICLE VI
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 VII
DISPUTES**

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

recover its reasonable attorney's fees, costs of court and reasonable expense of litigation, in addition to any other relief which such Party may be entitled.

**ARTICLE VIII
NON-ASSIGNMENT**

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

**ARTICLE IX
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 X
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. If this MOU is terminated prior to completion of all work in Exhibit A, City shall pay County 50.26% of the actual cost of work performed prior to the termination date.

**ARTICLE XI
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 XII
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.

Memorandum of Understanding

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

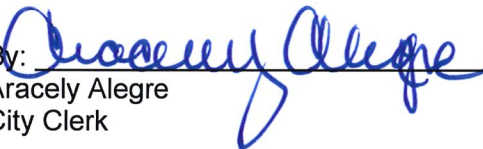
CITY OF PATTERSON

By: 
Fernando Ulloa
City Manager

ATTEST: Mary E. Hartsfield

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

ATTEST:

By: 
Aracely Alegre
City Clerk


APPROVED AS TO CONTENT:
Department of Public Works

By: 
David A. Leamon, Director

APPROVED AS TO CONTENT:
Public Works Department

By: 
Michael Willett
Assistant City Manager

APPROVED AS TO FORM:
Thomas E. Boze
County Counsel

By:  04.16.2026
Mobin Bhatti
Deputy County Counsel

APPROVED AS TO FORM:
City Attorney

By: 
Nubia Goldstein
City Attorney

EXHIBIT A

**SCOPE OF SERVICES
2027 FORCE ACCOUNT WORK**

Stanislaus County (County) and the City of Patterson (City) agree that the County will perform the following work on Old Las Palmas Road

2027 Force Account Work

- Location: Old Las Palmas Road
- Length: 2,875 ft
- Width: 22'

Work to be Performed

- **PREP**
 - County crews will patch road deficiencies as necessary, \$0 (reflected in overlay cost)
 - In areas as determined by County, expose shoulders
- **OVERLAY \$108,725**
 - **15/100**
- **FINISH**
 - In areas as determined by County backfill shoulders \$26,720
 - Paint edge lines, replace stop legend and bar \$6,140

Cost Estimates –

- Total Cost - \$141,585 includes 10% Contingency for unexpected cost increases

Terms

- Work to be completed by June 30,2027