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

DEPT: Public Works

BOARD AGENDA: 5.C.1
AGENDA DATE: November 3, 2026

SUBJECT:
Approval of a Contribution Agreement Between the City of Turlock and Stanislaus County for the City of Turlock Montana Park Multi-Sport Court Project

BOARD ACTION AS FOLLOWS: **RESOLUTION NO. 2026-0585**

On motion of Supervisor Grewal **Seconded by Supervisor** C. 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) X **Approved as recommended**
2) _____ **Denied**
3) _____ **Approved as amended**
4) _____ **Other:**

MOTION:

ATTEST: MARY E. HARTSFIELD, Clerk of the Board of Supervisors

File No. C-5-G-15

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Public Works

BOARD AGENDA:5.C.1
AGENDA DATE: November 3, 2026

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: NO

SUBJECT:

Approval of a Contribution Agreement Between the City of Turlock and Stanislaus County for the City of Turlock Montana Park Multi-Sport Court Project

STAFF RECOMMENDATION:

1. Approve the Contribution Agreement between the City of Turlock and Stanislaus County for the City of Turlock Montana Park multi-sport court project.
2. Approve the contribution of $150,000 of Supervisorial District 2 Building Community Infrastructure Funds to the City of Turlock Montana Park multi-sport court project.
3. Authorize the Chief Executive Officer to execute the Contribution Agreement between the City of Turlock and Stanislaus County for the City of Turlock Montana Park multi-sport court project.

DISCUSSION:

On September 20, 2022, through Resolution No. 2022-0511, the Stanislaus County Board of Supervisors (Board) adopted the Fiscal Year 2023 Budget for the Two-Year Budget Period ending June 30, 2024, and established the Building Community Infrastructure Fund (BCIF) using County General Fund savings generated at Fiscal Year 2022 year-end close. BCIF was designed to provide each member of the Board access to a funding source to address community infrastructure projects in their respective districts.

The funding was budgeted in the Public Works Department, which provides oversight, technical expertise, and guidance to manage projects and identify opportunities to leverage external funding for additional community benefit. Funds may be used for public-benefit projects in unincorporated areas, including sidewalks, roads, and related infrastructure improvements.

On February 28, 2023, through Resolution No. 2023-0089, the Board approved an initial list of BCIF-funded projects for each district, with $3 million allocated per supervisorial district.

The City of Turlock is developing the Montana Park Project, a multigenerational community park designed to provide recreational opportunities for residents of all ages. Planned features include an ADA-accessible playground, swings, fitness amenities, nine pickleball courts, six basketball courts, and a multi-sport court.

Supervisorial District 2 proposes contributing $150,000 in BCIF funding to support the Montana Park Project. This contribution will help offset construction costs for the multi-sport court, enhancing recreational opportunities and promoting community wellness.

POLICY ISSUE:

The BCIF Policy, adopted on September 20, 2022, through the 2023 Adopted Budget, provides a dedicated funding stream for each member of the Board to access to address community infrastructure project of priority in their respective districts. Support is provided by Public Works and/or other County departments to provide the appropriate oversight/technical expertise and guidance on the potential for leveraging external funding streams.

FISCAL IMPACT:

The Board approved a $15 million investment in BCIF funding for community infrastructure projects to align with the BCIF Policy in the Fiscal Year 2023 Adopted Budget. Housed in the Public Works Community Infrastructure Projects budget unit, $3 million was allocated to each of the County's five supervisorial districts. Supervisorial District 2 proposes contributing $150,000 to the City of Turlock to support the Montana Park Project, which will leave a remaining balance of $493,864 for District 2. The balance of unspent BCIF funds, maintained in a capital projects fund, roll forward from one fiscal year to the next so no budget adjustment is needed at this time.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priorities of *Delivering Efficient Public Services* and *Enhancing Community Infrastructure* by providing funding for projects that address community infrastructure needs.

STAFFING IMPACT:

Existing Public Works staff will oversee the account.

CONTACT PERSON:

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

ATTACHMENT(S):

1. Contribution Agreement
2. Building Community Infrastructure Fund Policy - September 20, 2022

CONTRIBUTION AGREEMENT BETWEEN THE COUNTY OF STANISLAUS AND THE CITY OF TURLOCK FOR THE CONTRIBUTION OF FUNDS FOR THE CITY OF TURLOCK MONTANA PARK PROJECT

This Contribution Agreement ("Agreement"), is made and entered into by and between the County of Stanislaus ("County") AND THE City of Turlock (the "City") on November 3, 2026 (the "Effective Date") by and between the City of Turlock, a California municipal corporation ("City") and the County of Stanislaus, a political subdivision of the State of California ("County"). City and County may be individually referred to herein as a "Party" or collectively as the "Parties."

RECITALS:

A. The City of Turlock is developing the Montana Park Project which is a multigenerational community park designed to provide recreational opportunities for residents of all ages.

B. The City of Turlock is proposing to construct an ADA -accessible playground, swings, dedicated outdoor fitness amenities, twelve pickleball courts, six basketball courts, and a multi-sport court.

C. County Supervisorial District 2 desires to contribute $150,000 in Building Community Infrastructure Funds (BCIF) towards the Montana Park Project multi-sport court.

NOW, THEREFORE, it is agreed as follows:

1. **Recitals.** The Recitals listed above are incorporated herein by this reference.

2. **Scope of Agreement.** The Parties agree that the Project will be completed by the City of Turlock. This Agreement is intended solely as a mechanism for the County to contribute a portion of the project cost. The County agrees to contribute $150,000 of Supervisorial District 2 BCIF for the Montana Park Project multi-sport court ("Contribution"). The City shall use the Contribution strictly for the Montana Park Project as set forth herein. The City shall adhere to the site plans and specifications to complete the Montana Park Project.

3. **Payment.** The County shall remit to the City the Contribution within sixty (60) days of receiving verified invoices and proof of construction from the City. The City shall make all necessary information available at any time during the completion of the Montana Park Project upon request and to the satisfaction of the County.

4. **Contribution – Fixed Amount.** The Contribution is a fixed amount of $150,000 and the City shall be solely responsible for all remaining construction costs, including any cost overrun or otherwise, since the City controls the Montana Park Project.

5. **Term.** The term of this Agreement will commence as of the date first written above and shall remain in effect until the County's payment obligation for the Contribution is fulfilled subject to Article 2 as set out herein.

6. **Indemnification.** The Parties 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, judgements, 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.

7. **Amendments.** This Agreement may be amended, or provisions contained herein may be altered or changed by mutual written agreement signed and approved by the respective approving authorities of County and City. No oral understanding or agreement, not incorporated herein, shall be binding on any of the Parties hereto.

8. **Notice.** 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 addresses set forth below:

To City:
Will Richards
Interim Municipal Services Director
City of Turlock
156 S. Broadway, Ste. 270
Turlock, CA 95380

To County:
David A. Leamon
Public Works Director
Stanislaus County Public Works Department
1716 Morgan Road
Modesto, CA 95358

9. **Termination.** Except as provided elsewhere in this Agreement, the Parties may not terminate this Agreement during the Term unless upon mutual agreement signed and approved by the respective authorities of County and City subject to

other provisions herein. This Agreement will automatically terminate upon the full payment of the Contribution by the County to the City. Notwithstanding, County's right to request and inspect information on the progress and completion of Montana Park Project, which shall survive Termination.

10. **Attorney's Fees and Costs.** In any action which a Party brings to enforce its rights hereunder, the unsuccessful Party shall pay all costs incurred by the prevailing party, including reasonable attorney fees.

11. **Entire Agreement.** This Agreement contains the entire understanding between the Parties. All previous proposals, offers, and other communications relative to this Agreement, whether oral or written, are hereby superseded except to the extent that they have been incorporated into this Agreement.

12. **Waiver.** No waiver of or exception to any of the terms, conditions, and provisions of this Agreement shall be considered valid unless specifically agreed to in writing by both Parties, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any proceeding or succeeding breach of the same or any other covenant, term, or condition.

13. **Severability.** If any provision of the Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and shall be construed to give effect to the intent of this Agreement.

14. **Time is of the Essence.** Time is and shall be of the essence in this Agreement.

15. **Compliance.** Both Parties agree to comply at all times, in its performance of this Agreement, with all applicable local and state laws.

16. **Counterparts.** This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the County of Stanislaus, a California municipal corporation, has authorized the execution of this Agreement in duplicate by its Board of Supervisors and attestation by its County Clerk of the Board under authority of Resolution No. 2026-0585, adopted by the Stanislaus County Board of Supervisors on the 3rd day of November, 2026 and the City has authorized the execution of this Agreement in duplicate by the City of Turlock's City Manager under the authority of Resolution No. 2026-124, adopted by the City Council of the City of Turlock on the 22nd day of September 2026.

(SIGNATURE PAGE FOLLOWS)

COUNTY OF STANISLAUS
a political subdivision of the State of California

By: _____
Jody Hayes
Chief Executive Officer

ATTEST

By: _____
Mary E. Hartsfield
Clerk of the Board of Supervisors

APPROVED AS TO CONTENT
Department of Public Works

By: _____
David A. Leamon
Director of Public Works

APPROVED AS TO FORM
Thomas E. Boze, County Counsel

By: Mobin Bhatti (Oct 14, 2026 13:41:20 PDT)
Mobin Bhatti
Deputy County Counsel

CITY OF TURLOCK
a California municipal corporation

By: _____
John J. Murphy, DPA, ICMA-CM
City Manager

ATTEST

By: _____
Nichole Fiez
City Clerk

APPROVED AS TO CONTENT
Municipal Services

By: _____
Will Richards
Interim Municipal Services Director

APPROVED AS TO FORM

By: _____
Katie O. Lucchesi
City Attorney

Building Community Infrastructure Fund Policy
September 20, 2022

Purpose

The Building Community Infrastructure Fund (BCIF) will provide a dedicated funding stream for each member of the Board of Supervisors to access to address community infrastructure projects of priority in their respective districts. Support will be provided by the County Public Works Department and/or other County departments to provide the appropriate oversight/technical expertise and guidance on the potential for leveraging external funding streams. The BCI Fund will position the Board of Supervisors for capacity to address specific community projects in the future. For ease of nomenclature, this funding may be referred to as "District Dollars".

Process and Uses

Each Board member can work with the Public Works Director, or designee, to identify project(s) on which the BCIF funds can be expended. Examples of projects could include, but are not limited to, sidewalks, roads, and related infrastructure projects. The use of funds must be of public benefit to and located in the unincorporated community. All expenses associated with this Fund shall be consistent with County policy and business practice.

Budget

Commencing with the 2023 Adopted Budget, and thereafter, a portion of the actual County General Fund savings generated at Fiscal Year 2022 year-end close (or in subsequent years, the immediate prior fiscal year-end close) may be dedicated to the Building Community Infrastructure Fund. The contribution amount will be at the discretion of the Chief Executive Officer and will be determined through analysis of the financial position of the County organization at the time and relevant long-range modeling updates. The funds will be equally distributed among the five supervisorial districts.

Staff have identified an initial investment amount of $15 million to align with the new policy upon approval of the 2023 Adopted Budget. Any balance of unspent funds at the end of Fiscal Year 2023 and succeeding years will roll forward for use in subsequent budget year(s).