

**MODESTO CITY COUNCIL
RESOLUTION NO. 2026-55**

**RESOLUTION APPROVING THE UPDATED CITY COUNCIL DISTRICT MAP
TO INCLUDE ANNEXED TERRITORY KNOWN AS FOUNDERS POINT EAST
TO DISTRICT 5 PURSUANT TO CALIFORNIA ELECTION CODE SECTION
21625(A)**

WHEREAS, on October 22, 2025, the Founders Point East annexation was approved by the Stanislaus County Local Agency Formation Commission (“LAFCO”); and

WHEREAS, this annexed property is located northeast of Pelandale Avenue and Tully Road, south of Kiernan Avenue (State Highway 219) and added approximately 245 acres and 11 residents to the City of Modesto; and

WHEREAS, like many cities throughout California, Modesto utilizes a district-based system of electing Council Members. After each decennial U.S. census, cities with district-based systems must “redistrict” to adjust the boundaries of the Council Members’ districts using the new census data; and

WHEREAS, every ten (10) years, Council Member Districts must be examined and potentially redrawn so that each district is substantially equal in population. Redistricting determines which neighborhoods and communities are grouped together into a district for the purpose of electing a Council Member; and

WHEREAS, in September 2021, following the completion of the 2020 U.S. Census, the City of Modesto began the redistricting process. Under Section 501(b)(2) of the City Charter (“Charter”), the City Council was required to appoint a Citizens’ Districting Commission (“Commission”) tasked with the function of

recommending to the Council the districts from which Council Members shall be elected; and

WHEREAS, Charter Section 501(b)(3) required the City Council to appoint a Commission consisting of nine (9) qualified electors residing within the City, reflecting the demographic and geographic diversity of the City. On September 28, 2021, by Resolution No. 2021-389, the Council appointed nine (9) members to the Commission; and

WHEREAS, on March 8, 2022, by Resolution No. 2022-140, Council approved the Final Council District Maps recommended by the Citizens' Districting Commission; and

WHEREAS, on August 13, 2024, by Resolution No. 2024-273, the Council approved an updated Council Map that included the Fairview Village No. 2 annexation into District 2; and

WHEREAS, the City is required to adjust its approved Council District Map to include the newly annexed property; and

WHEREAS, Pursuant to the California Election Code Section 21625(a), after redistricting, a city council shall not adopt new council district boundaries until after the next federal decennial census, except under the following circumstances: a court orders the council to redistrict; the council is settling a legal claim that its boundaries violate the U.S. Constitution, the federal Voting Rights Act of 1965, or the Elections Code; the boundaries of the city change by the addition of territory due to annexation or by subtraction of territory; the number of council members by districts is increased or decreased; or an

independent redistricting commission is established to adopt new council districts between federal decennial census; and

WHEREAS, since the annexation took place after the City completed its redistricting process, Section 21623(a) of the California Election Code allows the City Council to add the new territory to the nearest existing Council district without changing the boundaries of other Council districts; and

WHEREAS, as part of adding this new territory to District 5, City staff engaged the demographer who assisted with the redistricting process in 2022 to confirm that this annexation did not impact the City's 2022 redistricting efforts; and

WHEREAS, according to the analysis by the demographer, the annexed area did not meaningfully impact the Latino Citizen Voting Age Population ("CVAP") for district 5 or the other five Council district boundaries; and

WHEREAS, upon Council approval, the City Clerk will transmit the newly approved City Council Districts to the Stanislaus County Registrar of Voters ("ROV") for their records and use in the 2026 election.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Modesto hereby approves the updated City Council District Map to include annexed territory known as Founders Point East to District 5, **attached** hereto as **Exhibit A**, pursuant to California Election Code Section 21625(a).

BE IT FURTHER RESOLVED, that the City Clerk, or her designee is hereby directed to provide a certified copy of this Resolution and the District Map to the Stanislaus County Register of Voters.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 3rd day of March, 2026, by Vice-Mayor Williams, who moved its adoption, which motion being duly seconded by Councilmember Escutia-Braaton, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Alvarez, Bavaro, Escutia-Braaton, Ricci, Williams, Wright, Mayor Zwahlen

NOES: Councilmembers: None

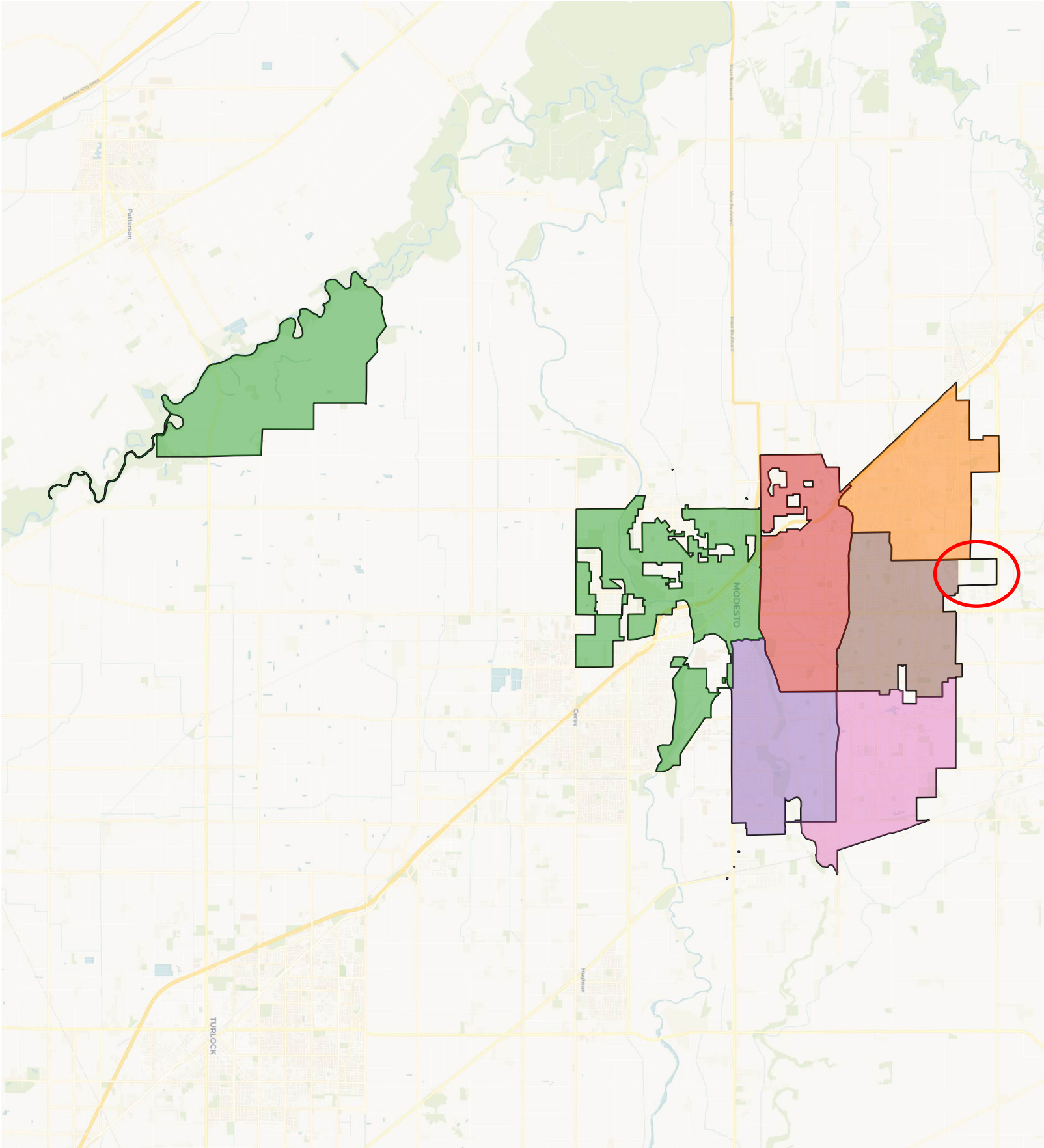
ABSENT: Councilmembers: None

ATTEST: 
DIANE NAYARES-PEREZ, CMC,
City Clerk

(SEAL)

APPROVED AS TO FORM:

BY: 
JOSE M. SANCHEZ, City Attorney



**MODESTO CITY COUNCIL
RESOLUTION NO. 2026-56**

RESOLUTION DIRECTING STAFF TO PREPARE AND FILE THE FISCAL YEAR 2026-27 ENGINEER'S ANNUAL REPORT FOR CITY OF MODESTO LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 1 (DRY CREEK MEADOWS SUBDIVISIONS NOS. 1-6) AND DESIGNATING THE CITY ENGINEER AS THE ENGINEER OF WORK

WHEREAS, Resolution No. 88-935 adopted by the Council of the City of Modesto on December 13, 1988, initiated proceedings for the formation of Landscape Assessment District No. 1 (LMAD No. 1) to provide funding for the landscape maintenance in the public right-of-way, street medians and adjacent to the access control walls in Dry Creek Meadows Subdivisions Nos. 1-6; and

WHEREAS, on December 13, 1988, by Resolution No. 88-936, LMAD No. 1 was formed in accordance with the Landscaping and Lighting Act of 1972 (Streets and Highways Code Sections 22500 through 22679), and comprised of 749 single-family residential lots and three (3) public agency owned parcels; and

WHEREAS, Section 22620 et. seq. of the Streets and Highways Code requires the legislative body (the City Council) adopt a resolution which shall generally describe any proposed new improvements or any substantial changes in existing improvements and orders the preparation and filing of the report; and

WHEREAS, the annual assessment for LMAD No. 1 has remained the same since 1996 at \$26.00 per parcel; and

WHEREAS, staff does not anticipate any new improvements or substantial changes in existing improvements.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that staff is hereby directed to prepare and file the Fiscal Year 2026-27 Engineer's Annual Report for City of Modesto Landscape Maintenance District No. 1 (Dry Creek Meadows Subdivision Nos. 1-6).

BE IT FURTHER RESOLVED, that the City Engineer is designated as the Engineer of Work.


The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 3rd day of March, 2026, by Vice-Mayor Williams, who moved its adoption, which motion being duly seconded by Councilmember Escutia-Braaton, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Alvarez, Bavaro, Escutia-Braaton, Ricci, Williams, Wright, Mayor Zwahlen

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST:



DIANE NAYARES-PEREZ, CMC,
City Clerk

(SEAL)

APPROVED AS TO FORM:

BY: 

JOSE M. SANCHEZ, City Attorney

**MODESTO CITY COUNCIL
RESOLUTION NO. 2026-57**

RESOLUTION DIRECTING STAFF TO PREPARE AND FILE THE FISCAL YEAR 2026-27 ENGINEER'S ANNUAL REPORT FOR CITY OF MODESTO LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2 (DRY CREEK MEADOWS SUBDIVISIONS NOS. 7-10, CREEKWOOD MEADOWS SUBDIVISION AND YOSEMITE MEADOWS SUBDIVISIONS UNITS 1 AND 2) AND DESIGNATING THE CITY ENGINEER AS THE ENGINEER OF WORK

WHEREAS, Resolution No. 89-460, adopted by the Council of the City of Modesto on April 4, 1989, initiated proceedings for the formation of Landscape Maintenance Assessment District No. 2 (LMAD No. 2) to provide funding for the landscape maintenance in the public right-of-way, street medians, and areas adjacent to the access control walls in Dry Creek Meadows Subdivisions Nos. 7 through 10, Creekwood Meadows Subdivision, and Yosemite Meadows Subdivisions Units 1 and 2; and

WHEREAS, on April 4, 1989, by Resolution No. 89-460, LMAD No. 2 was formed in accordance with the Landscaping and Lighting Act of 1972 (Streets and Highways Code Sections 22500 through 22679); and

WHEREAS, Section 22620 of the Streets and Highways Code requires the legislative body (the City Council) to adopt a resolution which shall generally describe any proposed new improvements or any substantial changes in existing improvements and direct staff to prepare and to file a report accordingly; and

WHEREAS, the annual assessment for LMAD No. 2 has gradually increased along with the cost of services since July 2000; and

WHEREAS, staff does not anticipate any new improvements or substantial changes in existing improvements.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that staff is hereby directed to prepare and file the Fiscal Year 2026-27 Engineer's Annual Report for City of Modesto Landscape Maintenance District No. 2 (Dry Creek Meadows Subdivision Nos. 7-10, Creekwood Meadows Subdivision and Yosemite Meadows Subdivisions Units 1 and 2).

BE IT FURTHER RESOLVED, that the City Engineer is hereby designated as he Engineer of Work.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 3rd day of March, 2026, by Vice-Mayor Williams, who moved its adoption, which motion being duly seconded by Councilmember Escutia-Braaton, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Alvarez, Bavaro, Escutia-Braaton, Ricci, Williams, Wright, Mayor Zwahlen

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST:

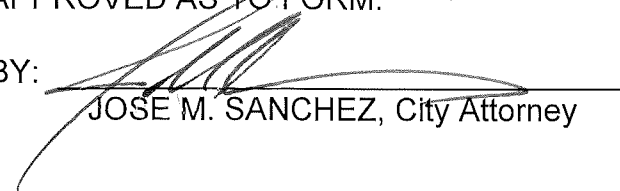


DIANE NAYARES-PEREZ, CMC,
City Clerk

(SEAL)

APPROVED AS TO FORM:

BY:



JOSE M. SANCHEZ, City Attorney

**MODESTO CITY COUNCIL
RESOLUTION NO. 2026-58**

**RESOLUTION DIRECTING STAFF TO PREPARE AND FILE THE FISCAL
YEAR 2026-27 ENGINEER'S ANNUAL REPORT FOR CITY OF MODESTO
SHACKELFORD LANDSCAPE AND LIGHTING DISTRICT AND
DESIGNATING THE CITY ENGINEER AS THE ENGINEER OF WORK**

WHEREAS, on June 29, 1999, the County of Stanislaus formed the Shackelford Landscape and Lighting District (Shackelford LLD) for the purpose of administering the maintenance and service of six (6) 95-watt and seventy-six (76) 200-watt high-pressure sodium streetlights; and

WHEREAS, the Shackelford LLD was formed in accordance with the Landscaping and Lighting Act of 1972 (Streets and Highways Code Sections 22500 through 22679); and

WHEREAS, the Shackelford LLD is comprised of approximately 153 acres, includes 487 lots with both residential and commercial development and 7 lots that are publicly owned, and is bounded by Crows Landing Road on the west, East Hatch Road on the south, Union Pacific Railroad on the east, and State Route 99 on the north; and

WHEREAS, on April 24, 2012, by Resolution No. 2012-142, the City of Modesto assumed jurisdiction of the Shackelford Landscape and Lighting District from the County of Stanislaus; and

WHEREAS, Section 22620 of the Streets and Highways Code requires the legislative body (the City Council) to adopt a resolution which shall generally describe any proposed new improvements or any substantial changes in existing improvements and direct staff to prepare and to file a report accordingly; and

WHEREAS, the annual assessment for the Shackelford LLD has gradually increased since June 1999; the method used to calculate the annual assessment is the total cost to operate and maintain the Shackelford LLD divided equally by the number of parcels located within the district which does not require an annual inflationary adjustment. If the costs to maintain the streetlights increased, then the levy would increase; and

WHEREAS, staff does not anticipate any new improvements or substantial changes.

NOW, THEREFORE, BE IT RESOLVED that staff is hereby directed to prepare and file the Fiscal Year 2026-27 Engineer's Annual Report for City of Modesto Shackelford Landscape and Lighting District.

BE IT FURTHER RESOLVED, that the City Engineer is hereby designated as the Engineer of Work.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 3rd day of March, 2026, by Vice-Mayor Williams, who moved its adoption, which motion being duly seconded by Councilmember Escutia-Braaton, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Alvarez, Bavaro, Escutia-Braaton, Ricci, Williams, Wright, Mayor Zwahlen

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST: 
DIANE NAYARES-PEREZ, CMC,
City Clerk

(SEAL)

APPROVED AS TO FORM:

BY: 
JOSE M. SANCHEZ, City Attorney

**MODESTO CITY COUNCIL
RESOLUTION NO. 2026-59**

RESOLUTION APPROVING COMMUNITY/SPECIAL EVENT AND PROGRAM GRANTS PROVIDING \$2,500 IN IN-KIND SUPPORT AND \$5,000 IN GRANT FUNDING FOR ELIGIBLE EVENTS AND AUTHORIZING \$5,000 IN IN-KIND SUPPORT AND \$10,000 IN FINANCIAL FUNDING SUPPORT THROUGH THE CITY'S CO-SPONSORSHIP PROGRAM DURING THE SECOND HALF OF FISCAL YEAR 2025-2026

WHEREAS, the City of Modesto recognizes the importance of community and special events and programs in enhancing quality of life and fostering economic benefits; and

WHEREAS, Administrative Directive 3.8 establishes guidelines for awarding Community/Special Event and Program Grants to promote fiscal responsibility, transparency, and public engagement; and

WHEREAS, the Parks, Recreation and Neighborhoods Department has reviewed and recommended approval of grant applications for events scheduled during the second half of Fiscal Year 2025-2026; and

WHEREAS, the Finance Committee reviewed this item on January 26, 2026, and recommended forwarding it to the City Council for approval; and

WHEREAS, the Parks, Recreation and Neighborhoods Department reviewed grant applications for events scheduled during the second half of Fiscal Year 2025-2026 and conducted additional eligibility verification following Finance Committee review; and

WHEREAS, although certain applicants were determined ineligible for funding under Administrative Directive 3.8, the City intends to support those events through the City's co-sponsorship program administered under

Administrative Directive 3.7, which operates under separate eligibility requirements and approval procedures; and

WHEREAS, the City Council desires to act upon the revised recommendations presented in this staff report, which supersede the funding recommendations previously considered by the Finance Committee; and

WHEREAS, the proposed Community/Special Event and Program Grant awards under Administrative Directive 3.8 include \$2,500 in in-kind support and \$5,000 in grant funding, as detailed below:

Applicant	Event	In-Kind (Value)	Grant Funding	Total Award
South Modesto Businesses United	Christmas Posada & Toy Giveaway	N/A	\$5,000	\$5,000
King-Kennedy Memorial Center Board of Directors	Juneteenth Celebration	\$2,500	\$2,500	\$5,000
		\$2,500	\$7,500	\$10,000

WHEREAS, certain applicants determined ineligible under Administrative Directive 3.8 qualify for support under Administrative Directive 3.7 – Co-Sponsorships for Designated City Partners’ Events and Programs, which operates under separate criteria and approval procedures; and

WHEREAS, the proposed co-sponsorship support under Administrative Directive 3.7 is as follows:

Applicant	Event	In-Kind (Value)	Financial Funding	City Support Value
NAACP	2026 Freedom Fund Banquet & Community Service Awards	N/A	\$5,000	\$5,000
West Modesto Community Collaborative	7th Annual Crab Feed	\$5,000	\$5,000	\$10,000
TOTAL		\$5,000	\$10,000	\$15,000


NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Modesto that it hereby approves the Community/Special Event and Program Grants under Administrative Directive 3.8 providing \$2,500 in in-kind support and \$5,000 in grant funding for eligible events and programs listed above; and, providing \$5,000 in in-kind support and \$10,000 in financial funding through the City’s co-sponsorship program administered under Administrative Directive 3.7 for the events listed above; with funding sourced from the General Fund and allocated within the Parks, Recreation and Neighborhoods Department budget.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 3rd day of March, 2026, by Vice-Mayor Williams, who moved its adoption, which motion being duly seconded by Councilmember Escutia-Braaton, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Alvarez, Bavaro, Escutia-Braaton, Ricci, Williams, Wright, Mayor Zwahlen

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST: 
DIANE NAYARES-PEREZ,
CMC, City Clerk

(SEAL)

APPROVED AS TO FORM:

BY: 
JOSE M. SANCHEZ, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2026-60

RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MODESTO AND STANISLAUS COUNTY FOR THE PROVISION OF ROCK WELL MAINTENANCE SERVICES AT CHARLES M. SHARP PARK, 1812 TORRID AVENUE, MODESTO, CA AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, Stanislaus County (County) owns and operates two (2) rock wells located at Charles M. Sharp, which is in a county pocket within the City of Modesto (City) city limits; and

WHEREAS, the street along the park floods during storm events; and

WHEREAS, the County has requested the City's assistance in providing preventative maintenance, corrective, and emergency services for these rock wells; and

WHEREAS, the City's Wastewater Division, possesses the necessary equipment, materials, and personnel to perform such services and regularly maintains similar infrastructure within its jurisdiction; and

WHEREAS, the City is willing to assist the County under the terms of the Memorandum of Understanding, and services described in **Exhibit A**, which is **attached** as a component thereof.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Memorandum of Understanding between the City of Modesto and Stanislaus County for the provision of rock well maintenance services at Charles M. Sharp Park, 1812 Torrid Avenue, Modesto, CA.

BE IT FURTHER RESOLVED that the City Manager, or his designee, are hereby authorized to execute the agreement, in a form approved by the City

Attorney.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 3rd day of March, 2026, by Vice-Mayor Williams, who moved its adoption, which motion being duly seconded by Councilmember Escutia-Braaton, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Alvarez, Bavaro, Escutia-Braaton, Ricci, Williams, Wright, Mayor Zwahlen

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST:



DIANE NAYARES-PEREZ, CMC,
City Clerk

(SEAL)

APPROVED AS TO FORM:

BY:



JOSE M. SANCHEZ, City Attorney

**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 _____, 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.

**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.

**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.

**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]

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:

By: _____
Noemi Leon
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: _____
Thomas E. Boze
County Counsel

CITY OF MODESTO

By: _____
Joseph Lopez
City Manager

ATTEST:

By: _____
Diane Nayares-Perez
City Clerk

APPROVED AS TO CONTENT:
Utilities Department

By: _____
William Wong, Director

APPROVED AS TO FORM:
Jose M. Sanchez
City Attorney

By: _____
Jose M. Sanchez
City Attorney

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