REVISED 9/8/25

StanCOG
Stanislaus Council of Governments

City of Ceres • City of Hughson • City of Modesto • City of Newman • City of Oakdale • City of Patterson
City of Riverbank • City of Turlock • City of Waterford • County of Stanislaus

EXECUTIVE COMMITTEE MEETING
STANCOG BOARD ROOM
1111 I STREET, SUITE 308
MODESTO, CA 95354
MONDAY, SEPTEMBER 8, 2025
12:00 PM

In addition to in person attendance at the location identified above, the following options are available to members of the public to listen to this meeting and provide comments to the Executive Committee members during the meeting.

1. Join the Executive Committee meeting from your computer or tablet. Register in advance for this meeting at:

   After registering, you will receive a confirmation email containing information about joining the meeting.

   https://us06web.zoom.us/meeting/register/HcFdK-j9QS63KBk0hjZH2w

OR

2. For participation by teleconference only, please use the following telephone number and access codes.

   United States: +1 669 444-9171
   Meeting ID: 816 2696 6073
   Passcode: 968981

If you wish to make a comment on a specific agenda item, please use the "Raise Hand" icon in Zoom and you will be called on by the chair during the meeting. For those joining the meeting by telephone, please press *9 on your telephone keypad to raise your hand. To lower your hand, press *9 again.

Committee Agendas and Minutes: Committee agendas, minutes and copies of items to be considered by the StanCOG Executive Committee are available at least 72 hours prior to the meeting at the StanCOG offices located at 1111 "I" Street, Suite 308, Modesto, CA during normal business hours. The documents are also available on StanCOG's website at www.stancog.org.
Materials related to an item on this Agenda submitted to the Committee after distribution of the agenda packet are available for public inspection at the address listed above during normal business hours. These documents are also available on StanCOG's website, subject to staff's ability to post the documents before the meeting.

Reasonable Accommodations: This Agenda shall be made available upon request in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact Cindy Malekos at (209) 525-4600 during regular business hours at least 72 hours prior to the time of the meeting to enable StanCOG to make reasonable arrangements to ensure accessibility to this meeting.

Notice Regarding Non-English Speakers: StanCOG Committee meetings are conducted in English. Anyone wishing to address the Committee is advised to have an interpreter or to contact Cindy Malekos at (209) 525-4600 during regular business hours at least 72 hours prior to the time of the meeting so that StanCOG can provide an interpreter.

Aviso con Respecto a Personas que no Hablan el Idioma de Inglés: Las reuniónes de la Mesa Directiva del Consejo de Gobiernos de Stanislaus son conducidas en Inglés. Cualquier persona que desea dirigirse a la Mesa Directiva se le aconseja que traiga su propio intérprete o llame a Cindy Malekos al (209) 525-4600 durante horas de oficina regulares o a lo menos 72 horas antes de la reunión, para proporcionarle con un intérprete.

AGENDA

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PUBLIC COMMENTS**
   Members of the public may address the committee on any item not on the agenda. Comments shall be limited to five minutes unless the Chair of the Committee sets a different time limit.

4. **CONSENT CALENDAR**

   A. Motion to Approve the Executive Committee Meeting Minutes of August 11, 2025

   B. Motion to Recommend the Policy Board Accept the Measure L Funds Received and Investment Recap Report

5. **DISCUSSION/ACTION ITEM**

   A. Motion to Recommend the Policy Board Approve by Resolution the Memorandum of Understanding (MOU) for Local Partnership Competitive Program (LPP-C) for 7th Street Bridge Replacement Project (José Luis Cáceres)

   B. Motion to Recommend the Policy Board Adopt by Resolution the Measure L Regional Control Project Cooperative Agreement for Plans, Specifications, and Estimates for the Faith Home Road Expressway Project (José Luis Cáceres)

   C. Motion to Recommend the Policy Board Adopt by Resolution of Support for the Application to the StanCOG FFY 2027-2030 Fundng Round by StanCOG for SR 132 West Projects (José Luis Cáceres)

D. Motion to Recommend the Policy Board Adopt by Resolution an Amendment to the Employee Policies and Procedures Handbook **(Updated 9/8/2025)** (Monica Streeter/Cindy Malekos)

E. Motion to Recommend the Policy Board Approve by Resolution the FY 2025/26 Cost of Living Adjustments Effective July 1, 2025, as Budgeted for in the Approved FY 2025/26 Overall Work Program (OWP) and Budget, for StanCOG Staff Employed as of the Date the Policy Board Takes Action (Jean Foletta)

F. Draft September Policy Board Agenda (Jean Foletta)

6. INTERIM EXECUTIVE DIRECTOR REPORT

7. MEMBER REPORTS

8. ADJOURNMENT

Next Regularly-Scheduled Executive Committee Meeting:
October 6, 2025 @ 12:00 pm

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CONSENT CALENDAR

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StanCOG
Stanislaus Council of Governments

EXECUTIVE COMMITTEE MEETING
StanCOG Board Room
1111 I Street, Suite 308
Modesto, CA

Minutes of August 11, 2025 (Monday) 12:00 pm

In addition to in-person attendance at the location identified above, members of the public were able to join the meeting virtually or participate by teleconference to provide comments to the Executive Committee members during the meeting.

PRESENT:	Chair Buck Condit, Vito Chiesa (Stanislaus County); Sue Zwahlen (City of Modesto); Rachel Hernandez (arrived after Item 5A) (City of Riverbank)
ALSO PRESENT:	Cindy Malekos, Elisabeth Hahn, Monica Streeter, Jennifer Graham, Amandeep Kalkat (StanCOG); Noemi Badillo (Infinity Technologies); Adam Barth (StanRTA)

1. **CALL TO ORDER**
   Chair Buck Condit called the meeting to order at 12:00 pm.

2. **ROLL CALL**

3. **PUBLIC COMMENTS - NONE**

4. **CONSENT CALENDAR**

   A. **Motion to Approve the Executive Committee Meeting Minutes of June 12, 2025**

   B. **Motion to Recommend the Policy Board Accept the Measure L Funds Received and Investment Recap Report**

   ***By Motion (Member Vito Chiesa/Member Sue Zwahlen) and a unanimous vote,** the Executive Committee approved the Consent Calendar.

5. **DISCUSSION/ACTION ITEMS**

   A. **Motion to Recommend the Policy Board Approve by Resolution the Fiscal Year (FY) 2025/26 State of Good Repair Project List**
   Elisabeth Hahn provided an update on behalf of Jean Foletta. She stated that the bus stop maintenance project was a recommended project. Member Sue Zwahlen asked for

confirmation that there were over 800 bus stops in the region, and for clarification that the funding allocations to StanCOG would also be distributed to the operators. Adam Barth confirmed both.

***By Motion (Member Vito Chiesa/ Member Sue Zwahlen), and a unanimous vote,** the Executive Committee recommended the Policy Board approve by resolution the Fiscal Year (FY) 2025/26 State of Good Repair Project List.

B. Draft August Policy Board Agenda
Cindy Malekos reviewed the draft agenda. There were no suggested changes.

6. INTERIM EXECUTIVE DIRECTOR REPORT- NONE

7. MEMBER REPORTS – NONE

8. ADJOURN TO CLOSED SESSION
The Executive Committee adjourned to Closed Session at 12:12 pm.

A. Public Employee Recruitment: Pursuant to Government Code Section 54957
Title: Executive Director

B. Conference with Labor Negotiators: Pursuant to Government Code Section 54957.6
Agency Designated Representative: Chair Buck Condit
Unrepresented Employee: Executive Director

9. RECONVENE FROM CLOSED SESSION
The Policy Board reconvened from Closed Session at 1:08 pm.

A. Report from Closed Session
There was no reportable action.

10. ADJOURNMENT
Chair Buck Condit adjourned the meeting at 1:10 pm.

Next Regularly-Scheduled Executive Committee Meeting:
September 8, 2025 @ 12:00 pm

Minutes Prepared By:

Cindy Malekos

Cindy Malekos
Director of Administrative Services

StanCOG
Stanislaus Council of Governments

TO:	Executive Committee	**Staff Report** Motion
FROM:	Jean Foletta, Deputy Director of Operations Jennifer Graham Financial Services Specialist II	
DATE:	September 4, 2025	
SUBJECT:	Measure L Funds Received and Investment Recap Report	

Recommendation

By Motion:

Recommend the Policy Board accept the Measure L Funds Received and Investment Recap Report.

Background

The Measure L revenue projection per the expenditure plan is $38,000,000, annually. Measure L funds are received monthly from the State Board of Equalization (BOE). Monthly estimated allocations are made by the BOE using methodologies to estimate sales tax revenues based on past reports for the region. The actual amount for sales tax revenue is calculated in the month following the end of each quarter, at which time the BOE will deduct their administrative fees for the quarter and issue a final quarterly payment for the net amount based on the actual quarterly revenue received. Distributions made to jurisdictions for FY 2024/25 are based on receipts from August 1, 2024- July 31, 2025.

Discussion

As of July 31, 2025, StanCOG has received $61,349,606 for FY 2024/25. The attached schedules show the status of the Measure L receipts as of April 2025. Attachment 1 provides the total monthly allocation to date as compared to the total estimated for the Fiscal Year. The year-to-date comparison between FY 2023/24 and FY 2024/25 reflects an increase of Measure L revenue of $875,630.

Attachment 2 reports the allocation of Measure L funds by category and jurisdiction. Attachment 3 identifies the total breakdown by jurisdiction and/or project.

The Investment Recap report reflects the cash balance of $76,301,169 as of July 31, 2025. The pie chart on the report shows the percentage of Measure L funds by category.

Should you have any questions regarding this staff report, please contact Jean Foletta, Deputy Director of Operations, at 209-525-4600 or via e-mail at jfoletta@stancog.org.

Attachments:

1. Measure L Funds Received
2. Measure L Allocations Year to Date
3. Measure L Jurisdiction Allocations
4. Measure L Investment Recap

STANISLAUS COUNCIL OF GOVERNMENTS

FY 2016/17 - FY 2024/25

MEASURE L SALES TAX RECEIVED BY FISCAL YEAR

Fiscal Year	Measure L Estimate	*Advance Aug	*Advance Sept**	*Advance Oct	*Advance Nov	*Advance Dec**	*Advance Jan	*Advance Feb	*Advance Mar**	*Advance Apr	*Advance May	*Advance Jun**	*Advance Jul	Total Received	Over/(Under) Estimate
2016/17	$4,636,849											2,326,549	2,310,300	$4,636,849	0
2017/18	$38,000,000	3,080,400	4,816,568	2,406,400	3,208,500	5,375,999	2,727,300	3,636,400	4,541,240	2,622,200	4,385,509	3,234,554	3,515,464	$43,550,533	5,550,533
2018/19	$38,000,000	3,164,285	3,601,301	4,776,715	3,874,998	3,877,031	3,889,364	4,010,825	3,723,523	3,841,238	3,087,567	3,672,893	4,255,627	$45,775,367	7,775,367
2019/20	$38,000,000	3,688,980	3,778,330	4,528,919	3,750,070	3,731,211	3,800,255	5,056,882	3,272,027	3,277,683	2,928,768	3,187,560	4,741,960	$45,742,643	7,742,643
2020/21	$38,000,000	4,331,073	4,118,148	5,078,154	4,432,476	3,748,022	4,235,194	5,734,047	3,782,840	4,484,733	5,460,190	4,840,279	6,250,331	$56,495,485	18,495,485
2021/22	$38,000,000	4,839,766	4,841,475	5,836,529	4,943,816	4,778,829	4,877,930	6,185,953	4,619,347	4,583,947	5,639,815	4,991,201	6,046,435	$62,185,042	24,185,042
2022/23	$38,000,000	4,309,907	4,993,099	5,345,624	5,462,637	4,928,354	4,687,533	6,791,445	4,656,556	4,357,009	5,326,235	4,664,131	5,619,694	$61,142,226	23,142,226
2023/24	$38,000,000	5,069,116	4,834,300	5,191,044	5,524,692	4,727,437	4,570,379	6,219,510	4,699,646	4,337,563	5,335,401	4,710,643	5,254,244	$60,473,976	22,473,976
2024/25	$38,000,000	5,844,826	4,865,640	4,546,820	5,456,716	5,178,706	4,452,975	5,774,333	4,442,163	3,946,961	$6,034,035	$5,059,539	5,746,892	$61,349,606	23,349,606
Total		34,328,354	35,848,861	37,710,205	36,653,905	36,345,589	33,240,929	43,409,395	33,737,341	31,451,335	38,197,520	36,687,348	43,740,946	441,351,727	

FY 2024/25 MEASURE L FUND RECEIVED COMPARED TO FY 2023/24 MEASURE L FUNDS RECEIVED

Fiscal Year	Measure L Estimate	*Advance Aug	*Advance Sept**	*Advance Oct	*Advance Nov	*Advance Dec**	*Advance Jan	*Advance Feb	*Advance Mar**	*Advance Apr	*Advance May	*Advance Jun**	*Advance Jul	YTD MEASURE L
2023/24	$38,000,000	5,069,116	4,834,300	5,191,044	5,524,692	4,727,437	4,570,379	6,219,510	4,699,646	4,337,563	5,335,401	4,710,643	5,254,244	$60,473,976
2024/25	$38,000,000	5,844,826	4,865,640	4,546,820	5,456,716	5,178,706	4,452,975	5,774,333	4,442,163	3,946,961	6,034,035	5,059,539	5,746,892	$61,349,606
DIFFERENCE		775,709	807,049	162,826	94,850	546,119	428,715	(16,463)	(273,945)	(664,547)	34,086	382,983	875,630	875,630

** One advance payment is made each month, and the quarterly reconciliation and payment (cleanup) is distributed in conjunction with the first advance for the subsequent quarter.

STANISLAUS COUNCIL OF GOVERNMENTS
MEASURE L ALLOCATIONS
FY 2024/25 Year To Date
July 31, 2025

Total Allocation from BOE	**$61,349,606**
Less Outreach Program 1%	**613,496.06**
Less StanCOG Administration 1%	**613,496.06**
Remaining Allocations	**60,122,613.95**

2024/25	Allocation Percentages	Jurisdiction Categories/Funds	TOTAL CATEGORY	TOTAL JURISDICITON
Local Streets and Roads - 50%			**30,061,306.97**	
	6.36%	Ceres - Local Streets & Roads		1,911,899.12
	1.26%	Hughson - Local Streets & Roads		378,772.47
	35.79%	Modesto - Local Streets & Roads		10,758,941.77
	1.26%	Newman - Local Streets & Roads		378,772.47
	3.86%	Oakdale - Local Streets & Roads		1,160,366.45
	4.55%	Patterson - Local Streets & Roads		1,367,789.47
	3.42%	Riverbank - Local Streets & Roads		1,028,096.70
	15.26%	Turlock - Local Streets & Roads		4,587,355.44
	1.26%	Waterford - Local Streets & Roads		378,772.47
	26.98%	Stanislaus County - Local Streets & Roads		8,110,540.62
	100.00%			**30,061,306.97**
Traffic Management - 10%			**6,012,261.39**	
	6.36%	Ceres - Traffic Management		382,379.82
	1.26%	Hughson - Traffic Management		75,754.49
	35.79%	Modesto - Traffic Management		2,151,788.35
	1.26%	Newman - Traffic Management		75,754.49
	3.86%	Oakdale - Traffic Management		232,073.29
	4.55%	Patterson - Traffic Management		273,557.89
	3.42%	Riverbank - Traffic Management		205,619.34
	15.26%	Turlock - Traffic Management		917,471.09
	1.26%	Waterford -Traffic Management		75,754.49
	26.98%	Stanislaus County - Traffic Management		1,622,108.12
	100.00%			**6,012,261.39**
Bike and Pedestrian - 5%			**3,006,130.70**	
	6.36%	Ceres - Bike and Pedestrian		191,189.91
	1.26%	Hughson - Bike and Pedestrian		37,877.25
	35.79%	Modesto - Bike and Pedestrian		1,075,894.18
	1.26%	Newman - Bike and Pedestrian		37,877.25
	3.86%	Oakdale - Bike and Pedestrian		116,036.64
	4.55%	Patterson - Bike and Pedestrian		136,778.95
	3.42%	Riverbank - Bike and Pedestrian		102,809.67
	15.26%	Turlock - Bike and Pedestrian		458,735.54
	1.26%	Waterford - Bike and Pedestrian		37,877.25
	26.98%	Stanislaus County - Bike and Pedestrian		811,054.06
	100.00%			**3,006,130.70**

Regional Projects - 28%	Distribution By Project		**16,834,331.91**	
		StanCOG Undistributed - Regional Projects		16,834,331.91

Transit Providers - Other Transportation Programs and Services - 7%			**4,208,582.98**	
Point-To-Point Services for Seniors, Veterans and Persons With Disabilities - 30%				
		StanCOG Undistributed - Point-to-Point Services		
	100.00%	Move		**1,262,574.89**
Community Connections - 30%	Distribution By Project			
		StanCOG Undistributed - Community Connections		**1,262,574.89**
		Ceres - Community Connections		
		Hughson - Community Connections		
		Modesto - Community Connections		
		Newman - Community Connections		
		Oakdale - Community Connections		
		Patterson - Community Connections		
		Riverbank - Community Connections		
		Turlock - Community Connections		
		Waterford - Community Connections		
		Stanislaus County - Community Connections		
Transit Services - 20%				**841,716.60**
		StanCOG Undistributed -Transit Services		
	92.00%	StanRTA - Transit Services		774,379.27
	8.00%	Turlock - Transit Services		67,337.33
	100.00%			**841,716.60**
Rail Services - 20%	Distribution By Project			
		StanCOG Undistributed -Rail Services		**841,716.60**

Total Allocations	**61,349,606.07**	**61,349,606.07**
Total Allocation	61,349,606.07	$61,349,606.07
Variance	-	-

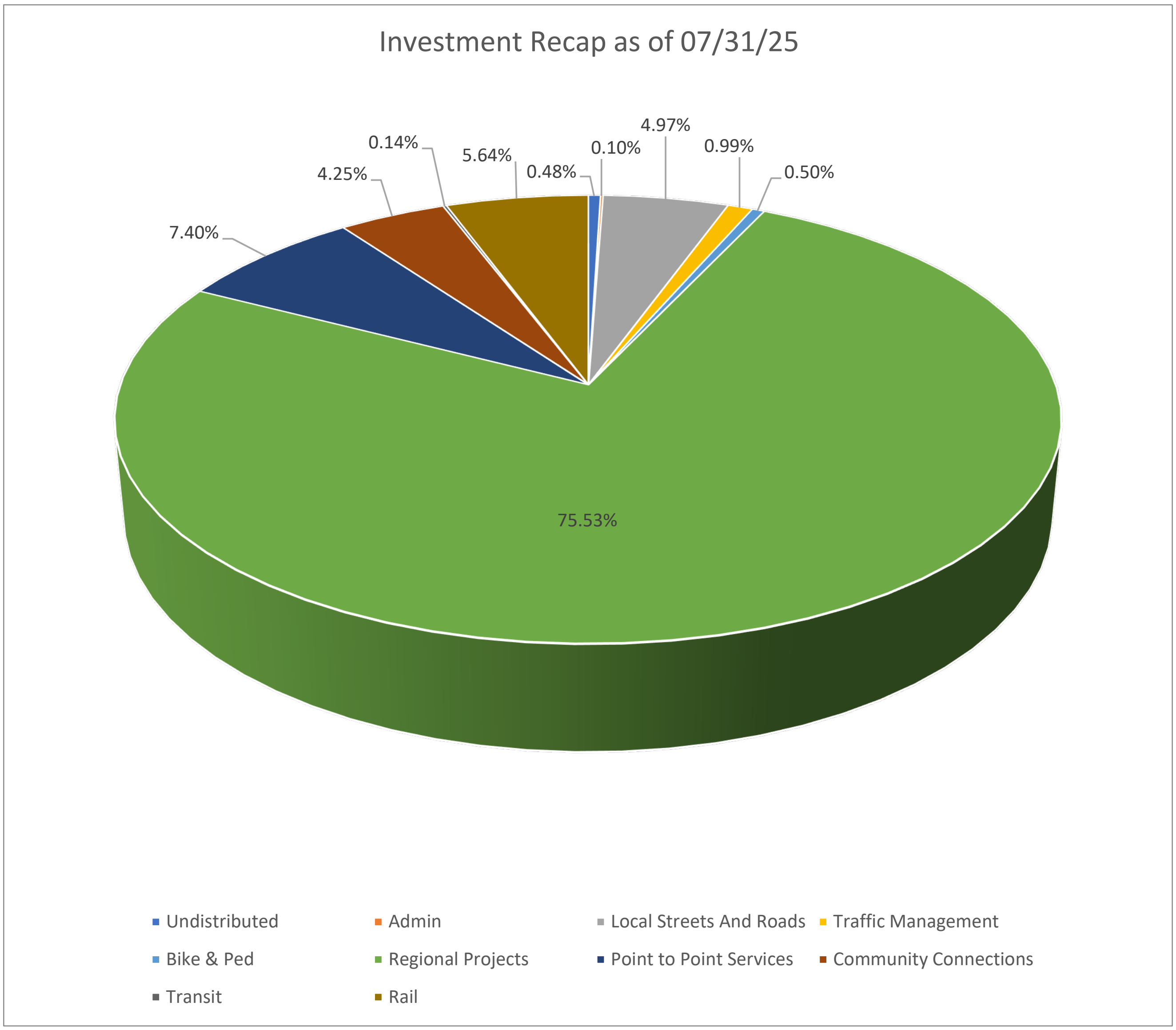
ATTACHMENT 3

STANISLAUS COUNCIL OF GOVERNMENTS
MEASURE L JURISDICTION ALLOCATIONS
FY 2024-25
Jul-25

Jurisdiction	Category	Amount
StanCOG	Administrative Fees	**613,496.06**
StanCOG	Outreach & Education	**613,496.06**
Ceres	Local Streets & Roads	1,911,899.12
Ceres	Traffic Management	382,379.82
Ceres	Bike & Pedestrian	191,189.91
	Total Ceres	**2,485,468.86**
Hughson	Local Streets & Roads	378,772.47
Hughson	Traffic Management	75,754.49
Hughson	Bike & Pedestrian	37,877.25
	Total Hughson	**492,404.21**
Modesto	Local Streets & Roads	10,758,941.77
Modesto	Traffic Management	2,151,788.35
Modesto	Bike & Pedestrian	1,075,894.18
	Total Modesto	**13,986,624.30**
Newman	Local Streets & Roads	378,772.47
Newman	Traffic Management	75,754.49
Newman	Bike & Pedestrian	37,877.25
	Total Newman	**492,404.21**
Oakdale	Local Streets & Roads	1,160,366.45
Oakdale	Traffic Management	232,073.29
Oakdale	Bike & Pedestrian	116,036.64
	Total Oakdale	**1,508,476.38**
Patterson	Local Streets & Roads	1,367,789.47
Patterson	Traffic Management	273,557.89
Patterson	Bike & Pedestrian	136,778.95
	Total Patterson	**1,778,126.31**
Riverbank	Local Streets & Roads	1,028,096.70
Riverbank	Traffic Management	205,619.34
Riverbank	Bike & Pedestrian	102,809.67
	Total Riverbank	**1,336,525.71**
Stanislaus County	Local Streets & Roads	8,110,540.62
Stanislaus County	Traffic Management	1,622,108.12
Stanislaus County	Bike & Pedestrian	811,054.06
	Total Stanislaus County	**10,543,702.81**
Turlock	Local Streets & Roads	4,587,355.44
Turlock	Traffic Management	917,471.09
Turlock	Bike & Pedestrian	458,735.54
Turlock	Transit Services	67,337.33
	Total Turlock	**6,030,899.41**
StanRTA	Transit Services	774,379.27
	Total StanRTA	**774,379.27**
Waterford	Local Streets & Roads	378,772.47
Waterford	Traffic Management	75,754.49
Waterford	Bike & Pedestrian	37,877.25
	Total Waterford	**492,404.21**
Undistributed	Point to Point Connections	**1,262,574.89**
Undistributed	Community Connections Project Based	**1,262,574.89**
Undistributed	Regional Projects -Project Based	**16,834,331.91**
Undistributed	Rail Services	**841,716.60**
	Total Undistributed Funds	**20,201,198.29**
	Total Year-To-Date	**61,349,606**

Stanislaus Council of Governments
Measure L
Investment Recap as of 07/31/2025

Investment Recap	Closing Market Value	Yield At Maturity
Oak Valley Community Bank	39,161,431	--
California Asset Management Program (CAMP)	37,139,738	0.10%
Less: Outstanding Checks	-	
Total Measure L Funds	**$ 76,301,169**	



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StanCOG
Stanislaus Council of Governments

DISCUSSION & ACTION ITEMS

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StanCOG
Stanislaus Council of Governments

TO:	Executive Committee	**Staff Report** Motion
FROM:	José Luis Cáceres, Director of Programming and Program Delivery	
DATE:	August 27, 2025	
SUBJECT:	Memorandum of Understanding (MOU) for Local Partnership Competitive Program (LPP-C) for 7th Street Bridge Replacement Project	

Recommendation

By Motion:

Recommend the Policy Board approve by resolution a Memorandum of Understanding (MOU) for the Local Partnership Competitive Program (LPP-C) funds programmed to the 7th Street Bridge Replacement Project.

Background

The California Transportation Commission (CTC) selected the 7th Street Bridge Replacement Project (Project) for $15 million in funding as part of the 2024 Local Partnership Competitive Program (LPP-C).

StanCOG and Stanislaus County must now request that the funds be "allocated" by the CTC. (Allocation is the authorization of the start of reimbursable work and the commitment of state budget authority for the funds.) As part of this process, the two agencies need to sign a Memorandum of Understanding (MOU), as required by the LPP-C Guidelines, to formalize the relationship between StanCOG as the eligible fund recipient and Stanislaus County as the lead agency.

Discussion

Should StanCOG not agree to the MOU, the CTC would not allocate the funds, and the Project's schedule would be delayed, or the Project could advance and forfeit the $15 million in LPP-C funding.

Should you have any questions regarding this staff report, please contact José Luis Cáceres, Director of Programming and Program Delivery, at 209-525-4645 or via e-mail at jcaceres@stancog.org.

Attachment:

1. Draft Resolution

STANISLAUS COUNCIL OF GOVERNMENTS

RESOLUTION
AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A MEMORANDUM OF UNDERSTANDING FOR SUBALLOCATION OF LOCAL PARTNERSHIP COMPETITIVE PROGRAM FUNDS

WHEREAS, the Stanislaus Council of Governments (StanCOG) is the Regional Transportation Planning Agency (RTPA) and Metropolitan Planning Organization (MPO) for the Stanislaus region, pursuant to State and Federal designation; and

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

WHEREAS, StanCOG applied on behalf of Stanislaus County for LPP-C funds to provide $15 million for the 7th Street Bridge Replacement Project; and

WHEREAS, StanCOG and Stanislaus County wish to cooperate on the allocation 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, Stanislaus County 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 BE IT RESOLVED that the Executive Director, or his or her designee, is authorized to negotiate and execute the Memorandum of Understanding with Stanislaus County for the LPP-C Suballocation funds.

BE IT FURTHER RESOLVED that the Executive Director is authorized to make administrative changes to the Memorandum of Understanding for the LPP-C Suballocation funds, as needed, to ensure that the PROJECT is implemented.

The foregoing Resolution was introduced at a regular meeting of the Stanislaus Council of Governments, on the 17th day of September 2025. A motion was made and seconded to adopt the foregoing Resolution. Motion carried and the Resolution was adopted.

MEETING DATE: **September 17, 2025**

____
MATTHEW "BUCK" CONDIT, CHAIR

ATTEST:

____

ELISABETH HAHN, INTERIM EXECUTIVE DIRECTOR

StanCOG
Stanislaus Council of Governments

TO:	Executive Committee	**Staff Report** Motion
FROM:	José Luis Cáceres, Director of Programming and Program Delivery	
DATE:	July 17, 2025	
SUBJECT:	Measure L Regional Control Project Cooperative Agreement with Stanislaus County for Faith Home Road Expressway Project	

Recommendation

Recommend that the Policy Board adopt by resolution the Measure L Regional Control Project Cooperative Agreement for plans, specifications, and estimates of the Faith Home Road Expressway (Hatch to Garner) Project.

Background

The Measure L Expenditure Plan designates 28% of Measure L funds for 16 regional projects as identified in the voter-approved Expenditure Plan. Funds for projects are appropriated from the Regional share of Measure L funds and allocated in the Measure L Strategic Plan. The Strategic Plan escalates the allocation amount for each project by the actual and projected rate of growth of Measure L revenues received each year.

Stanislaus County proposes to begin plans, specifications, and estimates on one of those 16 regional projects: Faith Home Road Expressway (Hatch to Garner) Project. The project scope consists of a two-lane expressway from the existing Faith Home Road and Hatch Road intersection north to Garner Road, and a bridge over the Tuolumne River.

The 2024 Measure L Strategic Plan includes $10 million in Measure L funds for plans, specifications, estimates, and right-of-way for the Faith Home Road Expressway (Hatch to Garner) Project in fiscal years 2025-26 through 2028-29, as shown in Table 1 below.

Table 1

2024 Measure L Strategic Plan Regional Project Cash Flow to Faith Home Road Expressway ($1,000s)				
25/26	**26/27**	**27/28**	**28/29**	**TOTAL**
1,500	1,500	3,000	4,000	10,000

Discussion

Stanislaus County has requested $8,000,000 of the Measure L Regional Project funding for the plans, specifications, and estimates of the Faith Home Road Expressway (Hatch to Garner) Project.

Measure L Regional Project Program funds will be disbursed to the County on a reimbursement basis if the cooperative agreement is approved by the Stanislaus County Board of Supervisors and the StanCOG Policy Board. This is the standard Measure L Regional Project cooperative agreement.

Should you have any questions regarding this report, please contact José Luis Cáceres, Director of Programming and Program Delivery, at 209.525.4645 or via e-mail at jcaceres@stancog.org.

Attachments:

1. Measure L Regional Control Project Cooperative Agreement for Plans, Specifications and Estimates for the Faith Home Road Expressway (Hatch to Garner) Project
2. Draft Resolution

MEASURE L
REGIONAL CONTROL PROJECT COOPERATIVE AGREEMENT
FOR PLANS, SPECIFICATIONS AND ESTIMATES FOR THE FAITH HOME ROAD EXPRESSWAY (HATCH TO GARNER) PROJECT

This Cooperative Agreement ("Agreement") is made and entered into on __________________ , 2025 by and between the County of Stanislaus ("Sponsor") and the STANISLAUS COUNCIL OF GOVERNMENTS, acting as the Local Transportation Authority ("Authority").

RECITALS

A. WHEREAS, Authority and Sponsor desire to enter into a Cooperative Agreement for funding of transportation improvements in Stanislaus County pursuant to the authority provided by Measure L: Local Roads First Transportation Funding Measure ("Measure L") which was approved by the voters of Stanislaus County on November 8, 2016; and

B. WHEREAS, Sponsor desires to receive funding from the Authority for the particular transportation improvement project work specified herein and described in the attached Exhibit "A" ("Project"); and

C. WHEREAS, the Project is eligible as Plans, Specifications and Estimates of the Faith Home Road Expressway (Hatch to Garner) Project in the Measure L Expenditure Plan; and

D. WHEREAS, the Authority is authorized to issue Measure L funds to Sponsor; and

E. WHEREAS, Authority shall issue Measure L reimbursement payments as provided in Section 2.1 to Sponsor pursuant to a request for reimbursement submitted by the Sponsor; however, the Sponsor understands that in no event shall reimbursement payments, when aggregated with the previously approved reimbursement requests, exceed $8,000,000; and

F. WHEREAS, any cost savings which result in less than $8,000,000 being spent on Plans, Specifications, and Estimates will be retained by the Authority and may be re-programmed for other Measure L eligible projects;

G. WHEREAS, Sponsor agrees to abide by the terms and conditions of the Authority as set forth herein for the receipt of Measure L funds; and

H. WHEREAS, Authority agrees to provide funding for the transportation improvements of the Sponsor's Project according to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein made and the mutual benefits to be derived therefrom, the parties hereto represent, covenant and agree as follows:

AGREEMENT

SECTION I
Covenants of Sponsor

1.1. Project Application. The complete Project description, scope of work, delivery schedule, estimate of cost by activity, anticipated amount and type of funds that will supplement Measure L funds, and the anticipated timing for release of Measure L funds are specified in the application, which is attached as Exhibit "A," and incorporated herein by this reference.

1.2. Change In Project Scope. A change in the Project scope as described in Exhibit "A" may not be implemented until it has been approved in writing by the Authority. Changes in scope implemented prior to Authority approval will not be eligible for reimbursement and in no event will a change in scope result in the Authority reimbursing more than $8,000,000.

1.3. Eligible Reimbursement Costs. Eligible reimbursement costs are the costs as specified in Exhibit "A" or as may be approved from time to time by the Authority pursuant to Section 1.2. In no event shall expenses incurred by Sponsor prior to the execution of this Agreement be considered eligible reimbursement costs.

1.4. Invoices and Progress Reports. Starting one month after the execution of this Agreement, Sponsor will submit monthly progress reports and invoices for activities conducted over the prior unbilled month. These documents will include the following specified information:

1.4.1. Invoices. Sponsor will provide the Authority with one (1) copy of all invoices submitted to Sponsor by every contractor, subcontractor, consultant, or subconsultant performing work related to the Project, timecards reflecting hours invoiced for reimbursement by Sponsor's employees and staff, and invoices supporting direct expenses billed to project by Sponsor.

1.4.2. Progress Reports. The monthly progress reports will include a brief description of the status of the Project including the work completed to date. This summary may be included on the invoices submitted to the Authority or be attached to those invoices.

1.5. Use of Funds. Sponsor will use existing Measure L funds consistent with the Project scope of work described in Exhibit "A" or approved by the Authority pursuant to Section 1.2. Sponsor shall encumber the funds no later than the Project schedule as listed in Exhibit "A." Sponsor may submit extension requests which will be considered and evaluated by Authority.

1.6. Submittal of Documents. Sponsor will provide copies to the Authority of all executed contracts which relate to the Project scope as described in Exhibit "A" or approved by the Authority pursuant to Section 1.2. Sponsor will retain records pertaining to the Project for a five (5) year period following completion of the Project.

1.7. Completion of Project. Sponsor will be responsible for the timely completion of the Project, including meeting any timely use of funds deadlines, if applicable, set forth in Exhibit "A" and provide management of consultant and contractor activities, including responsibility for schedule, budget and oversight of the services, consistent with the scope of work. When Sponsor is responsible for the construction management and oversight, any and all costs which exceed $8,000,000, as set forth in Exhibit "A" shall be the sole responsibility of Sponsor. This provision shall apply in all instances, including situations where a change in scope has been approved by the Authority pursuant to Section 1.2.

1.7.1. Letter of Completion. Sponsor will, within 45 days of the Project becoming operable, provide a letter of Project completion, which includes final cost, revenues, and schedule of completed and any future activities. This letter shall accompany the final invoice for payment from the Sponsor to provide notice of Agreement account closing by Authority.

1.8. Public Outreach. Sponsor will be responsible for the development and administration of a public outreach effort to ensure public awareness and involvement in the Project development and delivery process. Sponsor will provide a copy of the public outreach plan and all materials documenting the public outreach activities, including public notices, press releases, flyers, etc. to the Authority. The public outreach plan must accompany the first invoice for payment from the Sponsor. The materials documenting the public outreach activities must accompany the final invoice for payment from the Sponsor.

1.9. Provision of Signs. Sponsor shall install signs consistent with the Authority's Project Signs Guidelines and Specifications set forth in Exhibit "B" of this Agreement, attached hereto and incorporated herein by this reference.

1.10. Cost Savings and Excess Costs.

1.10.1. Cost Savings. After the Project has been accepted by the Authority as complete, any positive difference between the cost, as listed in Exhibit "A" or approved by the Authority pursuant to Section 1.2, and the total amount invoiced to the Authority shall be considered cost savings. One Hundred Percent (100%) of the cost savings will be re-credited to the Measure L program for re-programming by the Authority on other eligible projects.

1.10.2. Excess Costs. In the event the actual Project cost exceeds the estimate shown in Exhibit "A," this amount will be considered an excess cost. Sponsor is solely responsible for all costs over the amount identified in Section 1.2.

1.10.3. Reconciliation of Excess Costs. Excess project costs to complete a project are not eligible for reimbursement. The amount of Measure L funds as identified in Section 1.2 are the 'maximum' funds available for reimbursement to the Sponsor and will not be exceeded by the Sponsor without an approved amendment to this Agreement. The Sponsor shall request an amendment if needed for this purpose in writing to the Authority. Such amended Agreement shall be effective only if approved by the governing body of and signed by the duly authorized representatives of both the Authority and the Sponsor.

1.11. Errors and Omissions. Sponsor shall diligently monitor and manage all aspects of the Project and shall aggressively pursue any and all remedies, including full restitution and damages from any consultant, contractor or sub-contractor and their insureds and sureties suspected of any acts, errors, or omissions committed during business activities that economically or legally damage the project.

SECTION II

Covenants of Authority

2.1. Reimbursement Payments. The Authority shall make reimbursement payments to Sponsor for eligible Project costs as specified in Exhibit "A". To receive monthly reimbursement payments for work completed on the Project, Sponsor shall comply with the following reimbursement procedures:

2.1.1. Deadline to Submit Reimbursement Requests. All invoices and progress reports shall be submitted to Authority on or before 5:00 p.m. on the tenth (10th) calendar day of the month in which the Sponsor requests reimbursement payments. Copies of invoices must be complete and legible or the Reimbursement Request will be returned. Reimbursement requests should be accompanied by a cover letter stating the time period for which reimbursement is requested, name of the project, total amount requested and contact name and telephone number. Authority shall issue reimbursement payments to Sponsor on or before the last day of the month for all timely submittals. Invoices are deemed ineligible without the accompanying progress reports. The Authority reserves the right to stop reimbursement payments of invoices without progress reports.

2.1.2. Late Submittals. If Sponsor fails to submit documents to Authority as set forth in Section 2.1.1, above, then Authority may provide reimbursement payments for late submittals in the following calendar month.

2.1.3. Ineligible Costs. The Authority reserves the right to adjust current or future reimbursement payments to Sponsor if an invoice includes ineligible costs.

2.1.4. Reimbursement Amount. The amount of reimbursement payments to Sponsor shall not exceed $8,000,000 of eligible expenditures submitted to the Authority as specified in Exhibit "A".

2.1.5. Suspension of Reimbursement. If the Authority determines that any costs in an invoice are not allowable, or the lack of supporting documentation or progress reports, the Authority shall return the invoice to Sponsor, with an invoice dispute notice outlining the reason for the return and the proposed remedy, if one exists, which would make the invoice acceptable for payment. Sponsor may re-submit the invoice for payment after reviewing the invoice dispute notice and making any necessary corrections. Sponsor may also immediately submit a new invoice representing only the amounts which are not in dispute, while setting aside the disputed amounts for review in accordance with the provisions set forth in this Section 2.1.

2.1.5.1. Meeting. Once a dispute has occurred, the Authority shall arrange a meeting between the Authority and the Sponsor staff to discuss and attempt to resolve the dispute. If the invoice was received on or before 5:00 p.m. on the 10th day of the month, the meeting shall be held no later than the 20th day of the same month. If the invoice was received after this date and time, then the meeting shall be held no later than the 20th day of the following month.

2.1.5.2. Subregional Committee. If an agreement cannot be reached at the meeting, then the Sponsor or the Authority shall have the option to take the dispute to the Authority's Executive Committee, with the understanding that by doing so the reimbursement for the disputed cost item(s) will be delayed until a resolution of the matter is reached.

2.1.5.3. Authority's Board Decision. If the Sponsor or the Authority disagrees with the resolution by the Executive Committee then the dispute shall be submitted to the Authority's Board for resolution. If the Board determines that the disputed cost item(s) is ineligible, the Authority shall not provide reimbursement payment to the Sponsor for the disputed item(s). If the Board determines that the disputed cost item(s) is eligible, then the Authority shall provide reimbursement payment to the Sponsor for the disputed cost.

2.1.5.4. Reservation of Rights. By utilizing the above procedures, the Sponsor does not surrender any rights to pursue available legal remedies if the Sponsor disagrees with the Board decision.

2.1.5.5. Acceptance of Work Does Not Result In Waiver. Neither acceptance of the work nor issuance of reimbursement payments will result in a waiver of the right of the Authority to require fulfillment of all terms of this Agreement.

2.2. Right to Conduct Audit. The Authority shall have the right to conduct an audit of all Sponsors' records pertaining to the Project at any time during the course of construction and up to a five (5) year period after completion of the Project.

2.3. Maximum Obligation. Authority's maximum obligation for all costs under this Agreement shall not exceed Eight Million Dollars ($8,000,000), unless such maximum obligation is increased by an amendment to this Agreement. The parties agree that Measure L funds shall not be used for reimbursement of expenses incurred by Sponsor for the Project that are not covered by this Agreement.

SECTION III
Mutual Covenants

3.1. This Agreement shall remain in effect until discharged or terminated as provided in Section 3.2 or Section 3.15.

3.2. Discharge. This Agreement shall be subject to discharge as follows:

3.2.1. Termination by Mutual Consent. This Agreement may be terminated at any time by mutual consent of the parties.

3.2.2. Discharge Upon Completion of Project. Except as to any rights or obligations which survive discharge as specified in Section 3.14, this Agreement shall be discharged, and the parties shall have no further obligation to each other, upon completion of the Project as certified by the Authority.

3.3. Indemnity. It is mutually understood and agreed, relative to the reciprocal indemnification of Authority and Sponsor:

3.3.1. Sponsor shall fully defend, indemnify and hold harmless Authority, and any officer or employee of Authority, against any damage or liability occurring by reason of anything done or omitted to be done by Sponsor under the Agreement. It is also fully understood and agreed that, pursuant to Government Code Section 895.4, Sponsor shall fully defend, indemnify and hold the Authority harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by Sponsor under this Agreement or in connection with any work, authority, or jurisdiction delegated to Sponsor under this Agreement.

3.3.2. Authority shall fully defend, indemnify and hold harmless Sponsor, and any officer or employee of Sponsor, against any damage or liability occurring by reason of anything done or omitted to be done by Authority under or in connection with any work, authority or jurisdiction delegated to Authority under the Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, Authority shall fully defend, indemnify and hold the Sponsor harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by Authority under this Agreement or in connection with any work, authority, or jurisdiction delegated to Authority under this Agreement.

3.4. Liability. As Authority is not the primary or responsible agency for carrying out the Project herein identified, the Authority is not liable for any loss, cost, liability, damage, claim, lien, action, cause of action, demand or expense which may arise as a result of the acts or omissions of Sponsor or its agents, contractors, consultants, engineers, or representatives. Nor shall the Authority be liable for any loss, cost, liability, damage, claim, lien, action, cause of action, demand or expense which may arise as a result of Authority's provision of funds which may be utilized in, but not limited to the acquisition of, the design, implementation, or construction of the Project herein described.

3.5. Notices. Any notice which may be required under this Agreement shall be in writing and shall be given by personal service, or by certified or registered mail, return receipt requested, overnight courier, or transmitted by facsimile or electronic mail transmission, to the respective parties at the addresses set forth below:

TO AUTHORITY: 1111 “I” Street, Suite 308 Modesto, CA 95354 Attention: Interim Executive Director Email: ehahn@stancog.org	TO SPONSOR: 1716 Morgan Road Modesto, CA 95358 Attention: Sam Chrun Email: chruns@stancounty.com

Either party may change its address by giving notice of such change to the other party in the manner provided in this Section 3.5. All notices and other communications shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) business day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is faxed or sent electronically, provided that the sender has received confirmation of such fax or electronic transmission.

3.6. Additional Acts and Documents. Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of the Agreement.

3.7. Integration. This Agreement represents the entire Agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

3.8. Amendment. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

3.9. Independent Agency. Sponsor and Authority renders services under this Agreement each as an independent agency under the terms of this Agreement. None of the Sponsor's agents or employees shall be agents or employees of the Authority and none of the Authority's agents or employees shall be agents or employees of Sponsor.

3.10. Assignment. The Agreement may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent ofthe other party.

3.11. Binding on Successors. This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of the Authority or Sponsor, as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above.

3.12. Severability. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect;

provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

3.13. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Each party agrees that this Agreement and other documents delivered in connection herewith may be electronically signed, and that any electronic signature appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

3.14. Survival. The following provisions in this Agreement shall survive discharge:

3.14.1. Sponsor. As to Sponsor, the following sections shall survive discharge: Section(obligation to apply funds to Project), Section 1.8 (obligation to provide copies and retain records), Section 1.9 (obligation to continue to manage Project).

3.14.2. Authority. As to Authority, the following section shall survive discharge: Section 2.2 (right to conduct audit).

3.14.3. Both Parties. As to both parties, the following section shall survive discharge: Section 3.3. (mutual indemnities).

3.15. Limitation. All obligations of Authority under the terms of this Agreement are expressly contingent upon the Authority's continued authorization to collect and expend the sales tax proceeds provided by Measure L. If for any reason the Authority's right or ability to collect or expend such sales tax proceeds is terminated or suspended in whole or part so that it materially affects the Authority's ability to fund the Project, the Authority shall promptly notify Sponsor, and the parties shall consult on a course of action. If, after twenty-five (25) working days, a course of action is not agreed upon by the parties, this Agreement shall be deemed terminated by mutual or joint consent. Any future obligation to fund this Project or any other project or projects of Sponsor, not already specifically covered by separate Agreement, shall arise only upon execution of a new Agreement.

3.16. Attorneys' Fees. Should any litigation commence between the parties concerning the rights and duties of any party pursuant to, related to, or arising from, this Agreement, the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorneys' fees and costs of such litigation, or in a separate action brought for that purpose.

3.17. Time. Time is and shall be of the essence of this Agreement and each and all of its provisions in which performance is a factor.

3.18. Remedies Cumulative. No remedy or election of remedies provided for in this Agreement shall be deemed exclusive, but shall be cumulative with all other remedies at law or in equity. Each remedy shall be construed to give the fullest effect allowed by law.

3.19. Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of California.

3.20. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions of this Agreement and shall not affect the construction or interpretation of any of its provisions.

3.21. No Continuing Waiver. The waiver by any party of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same, or of any other provision of this Agreement.

3.22. No Rights in Third Parties. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any third party, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party to any party to this Agreement, nor shall any provision of this Agreement give any third party any right of subrogation or action over or against any party to this Agreement.

3.23. Signator's Warranty. Each party warrants to each other that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement as of the day and year first mentioned above upon the execution of this Agreement by each other party.

[Signatures contained on next page]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement, which shall become effective when executed by all parties.

"Sponsor"
County of Stanislaus

By: ______________________________
Buck Condit, Chair

Dated: ______________________________

ATTEST:

By: ______________________________
Liz King
Clerk of the Board

APPROVED AS TO FORM

By: ______________________________
Thomas Boze
County Counsel

Stanislaus Council of Governments, acting as the Local Transportation Authority

By: ______________________________
Buck Condit, Chair

Dated: ______________________________

ATTEST:

By: ______________________________
Elisabeth Hahn
Interim Executive Director

APPROVED AS TO FORM

By: ______________________________
Monica Streeter
General Counsel

EXHIBIT A

PROJECT SCOPE, COST, SCHEDULE AND FUNDING PLAN

Project Name: Faith Home Road Expressway (Hatch to Garner)

Project Contact: Sam Chrun

PROJECT SCOPE

Responsible Agency: **Stanislaus County**

Project Limits: Construct a two-lane expressway from the existing Faith Home Road and Hatch Road intersection north to Garner Road, including bridge over Tuolumne River.

Project Phase:

□ Phase 1 – Preliminary Engineering (Includes Preliminary Design/Engineering (PS&E) and Environmental

Project Phase Scope:
Preliminary Engineering for a two-lane expressway from the existing Faith Home Road and Hatch Road intersection north to Garner Road, including bridge over Tuolumne River.

Project Purpose:
The proposed Project is needed to alleviate traffic congestion on major local roads (e.g. SR 99, SR 132, and Mitchell Road) and increase the efficiency of the regional and interregional transportation network by constructing an approximately one-mile new road connecting Faith Home Road to Garner Road including a new Tuolumne River Crossing

Transportation Benefit:
This will alleviate traffic congestion on major local roads (e.g. SR 99, SR 132, and Mitchell Road) and increase the efficiency of the regional and interregional transportation network

Current Status:
The project report and environmental document have been completed.

PROJECT COST

Project Work Description	Cost
Preliminary Engineering	$8,000,000

Measure L
Local Roads First!

EXHIBIT A Continued

PROJECT SCOPE, COST, SCHEDULE AND FUNDING PLAN

Project Name: Faith Home Road Expressway (Hatch to Garner)

Project Contact: Sam Chrun

PROJECT SCHEDULE

Project Phase	Start	End	Timely Use of Funds Deadline (if applicable)
PS&E	9/1/2025	7/1/2028	N/A

PROJECT FUNDING PLAN

Fund Source	Fund Amount
Measure L Regional Funds	**$8,000,000**
Total	**$8,000,000**

EXHIBIT B

MEASURE L PROJECT SIGNS

The Agency Sponsor shall install 4' x 6' Measure L project signs that include the project title, Measure L logo, project completion date, project sponsor logo and Measure L website address.

The signs will be installed at strategic intervals to maximize public awareness of Measure L funds being utilized for the Project, including but not limited to each geographic end of the Project/construction corridor. The signs will be posted for the duration of the Project.

Sign specification example:

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STANISLAUS COUNCIL OF GOVERNMENTS
RESOLUTION
ADOPTING THE MEASURE L REGIONAL CONTROL COOPERATIVE AGREEMENT WITH STANISLAUS COUNTY FOR PLANS, SPECIFICATIONS, AND ESTIMATES FOR THE FAITH HOME ROAD EXPRESSWAY (HATCH TO GARNER) PROJECT

WHEREAS, the Stanislaus Council of Governments (StanCOG) is a Regional Transportation Planning Agency and a Metropolitan Planning Organization (MPO), pursuant to State and Federal designation; and

WHEREAS, StanCOG is the Local Transportation Authority for the Stanislaus region as designated by the Stanislaus County Board of Supervisors, pursuant to the Local Transportation Authority and Improvement Act set forth at California Public Utilities Code Section 180000 et seq.; and

WHEREAS, on November 8, 2016, the voters of Stanislaus County, approved the Measure L Ordinance and Expenditure Plan thereby authorizing StanCOG to administer the proceeds from a one-half cent transaction and use tax ("Measure L"); and

WHEREAS, 28% of Measure L funds are allocated to Regional Control projects identified in the Measure L Expenditure Plan; and

WHEREAS, the Faith Home Road Expressway Project is a Regional Control project in the Expenditure Plan; and

WHEREAS, the adopted 2024 Measure L Strategic Plan identifies a funding amount for Faith Home Road Expressway Project of $10 million; and

WHEREAS, Stanislaus County has submitted an application for a Cooperative Agreement for funding to Plans, Specifications, and Estimates for the Faith Home Road Expressway (Hatch to Garner) Project and is requesting reimbursement of $8 million; and

WHEREAS, in no event will the total amount of Measure L funds available under the Cooperative Agreement for Plans, Specifications and Estimates exceed $8 million and any and all costs that exceed $8 million of the total eligible Measure L costs will be the sole responsibility of Stanislaus County.

NOW, THEREFORE BE IT RESOLVED that the Measure L Cooperative Agreement with Stanislaus County for the Plans, Specifications and Estimates of the Faith Home Road Expressway (Hatch to Garner) Project is hereby adopted.

BE IT FURTHER RESOLVED that the Executive Director, or his or her designee, is authorized to execute the Measure L Cooperative Agreement with Stanislaus County for the Plans, Specifications and Estimates of the Faith Home Road Expressway (Hatch to Garner) Project.

BE IT FURTHER RESOLVED that the Executive Director, or his or her designee, is authorized to make administrative changes to the Measure L Cooperative Agreement, as needed, to ensure that the agreement is implemented in the most efficient and cost-effective manner possible.

The foregoing Resolution was introduced at a regular meeting of the Stanislaus Council of Governments, on the 17th day of September 2025. A motion was made and seconded to adopt the foregoing Resolution. Motion carried and the Resolution was adopted.

MEETING DATE:

September 17, 2025

BUCK CONDIT, CHAIR

ATTEST:

ELISABETH HAHN, INTERIM EXECUTIVE DIRECTOR

StanCOG
Stanislaus Council of Governments

TO:	Executive Committee	**Staff Report** Motion
FROM:	José Luis Cáceres, Director of Programming and Program Delivery	
DATE:	August 27, 2025	
SUBJECT:	Support for the Application to the StanCOG FFY 2027-2030 Funding Round for SR 132 West Projects	

Recommendation

By Motion:

Recommend the Policy Board approve by resolution the submittal of three SR 132 West projects for funding under the 2027-2030 StanCOG Surface Transportation Block Grant and Congestion Mitigation and Air Quality Improvement Program.

Background

On April 17, 2025, StanCOG released a Call for Projects for the Surface Transportation Block Grant (STBG) and Congestion Mitigation and Air Quality Improvement (CMAQ) Program for Federal Fiscal Years (FFY) 2027 through 2030, with applications due by September 19, 2025.

StanCOG's policy document for prioritizing projects for funding opportunities is the Measure L 2024 Strategic Plan, adopted by the Policy Board in September 2024. It lists State Route (SR) 132 West as the highest priority. StanCOG's policy document for regional planning is the 2022 Regional Transportation Plan/Sustainable Communities Strategy.

The funding round guidelines require applicants to demonstrate local commitment, which can be satisfied through the adoption of a governing board resolution supporting the proposed projects, affirming the required non-federal match, and committing to timely project delivery.

The funding round guidelines list StanCOG as an eligible applicant. They also prescribe that the Project Scoring Committee will be made up of 14 members, one of which will be a member of StanCOG staff, and that members of the Scoring Committee will not score their own agency's projects.

Discussion

StanCOG staff identified three candidates from the 2022 Regional Transportation Plan/Sustainable Communities Strategy for submission that are eligible, have sufficient non-federal match, are ready to begin construction, show strong performance benefits, and that implement the priorities of the Measure L Strategic Plan:

1. **State Route 132 West, Gates to Dakota**
   Construction of a two-lane expressway segment with independent utility, eliminating at-grade intersections, improving freight movement, and enhancing safety for western Stanislaus County.
   Total Request: $5 million STBG
2. **State Route 132 West, State Route 99/SR 132 Interchange**
   Completion of freeway-to-freeway connectors between SR 99 and SR 132, reconstruction of the Kansas Avenue Overcrossing, and local ramp reconfiguration to relieve congestion, improve safety, and reduce cut-through traffic in Modesto neighborhoods.
   Total Request: $5 million STBG
3. **State Route 132 West, Kansas Avenue Active Transportation Improvements**
   Reconstruction of the Kansas Avenue Overcrossing to provide sidewalks, Class II bike lanes, ADA ramps, and upgraded traffic signals, directly benefiting a disadvantaged community with safer multimodal access across SR 99.
   Total Request: $5 million CMAQ

State Route 132 West has long been a top priority of the region, and it is documented in the Measure L Strategic Plan as the region's top priority for securing discretionary funding. These projects are phases of the larger SR 132 West project, the first phase of which has already been completed. Because of Measure L funding and other sources of funding, they have more than sufficient amounts of non-federal funds as match. They are "shovel-ready," meaning that they have already cleared the environmental process and are progressing toward completion of design and right of way. They are ready to begin construction in the next year. All projects show strong performance in the areas of safety, goods movement, congestion reduction, air quality improvements, and state of good repair.

With the Policy Board's approval, StanCOG staff would apply for a total of $10 million in STBG and $5 million in CMAQ funds.

Should you have any questions regarding this staff report, please contact José Luis Cáceres, Director of Programming and Program Delivery, at 209-525-4645 or via e-mail at jcaceres@stancog.org.

Attachment:

1. Draft Resolution

RESOLUTION

RESOLUTION OF THE STANISLAUS COUNCIL OF GOVERNMENTS POLICY BOARD APPROVING THE SUBMITTAL OF THREE PROJECT APPLICATIONS FOR FUNDING UNDER THE FFY 2027–2030 SURFACE TRANSPORTATION BLOCK GRANT AND CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT PROGRAM

WHEREAS, the Stanislaus Council of Governments (StanCOG), as the federally designated Metropolitan Planning Organization (MPO), is responsible for programming federal funds to eligible projects that improve safety, mobility, air quality, and economic vitality throughout the Stanislaus Region; and

WHEREAS, StanCOG has released a Call for Projects for the Surface Transportation Block Grant (STBG) and Congestion Mitigation and Air Quality Improvement (CMAQ) Programs for Federal Fiscal Years (FFY) 2027 through 2030, with applications due by September 19, 2025; and

WHEREAS, the funding round guidelines require applicants to demonstrate local commitment through the adoption of a governing board resolution supporting the proposed projects, affirming the required non-federal match, and committing to timely project delivery; and

WHEREAS, StanCOG has identified three regionally significant candidate projects for submission:

- **State Route 132 West, Gates to Dakota Project**: Construction of a two-lane expressway segment with independent utility, eliminating at-grade intersections, improving freight movement, and enhancing safety for western Stanislaus County; and
- **State Route 132 West, State Route 99/SR 132 Interchange Project**: Completion of freeway-to-freeway connectors between SR 99 and SR 132, reconstruction of the Kansas Avenue Overcrossing, and local ramp reconfiguration to relieve congestion, improve safety, and reduce cut-through traffic in Modesto neighborhoods; and
- **State Route 132 West, Kansas Avenue Active Transportation Improvements Project**: Reconstruction of the Kansas Avenue Overcrossing to provide sidewalks, Class II bike lanes, ADA ramps, and upgraded traffic signals, directly benefiting a disadvantaged community with safer multimodal access across SR 99; and

WHEREAS, these projects are consistent with the 2022 StanCOG Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) and advance regional goals for safety, congestion relief, social equity, goods movement, and system preservation; and

WHEREAS, StanCOG affirms its commitment to completing these projects in a timely manner and providing the minimum 11.47% non-federal match.

NOW, THEREFORE, BE IT RESOLVED, that the StanCOG Policy Board approves the submittal of the following project applications to the FFY 2027–2030 STBG and CMAQ Programs:

- $5,000,000 STBG Large Project application for the SR 132 West, Gates to Dakota Project;
- $5,000,000 STBG Large Project application for the SR 132 West, SR 99/SR 132 Interchange Project;
- $5,000,000 CMAQ Large Project application for the State Route 132 West, Kansas Avenue Active Transportation Improvements Project.

BE IT FURTHER RESOLVED, that the StanCOG Policy Board commits to providing the required non-federal matching funds and to pursuing any additional funding necessary to fully deliver each project.

BE IT FURTHER RESOLVED, that the StanCOG Policy Board affirms the regional importance of these projects to safety, mobility, air quality, and economic vitality, and declares them priorities for the Stanislaus Region.

BE IT FURTHER RESOLVED, that the Executive Director, or designee, is authorized to execute and submit all applications, certifications, agreements, and supporting documents necessary to implement the intent of this resolution.

The foregoing Resolution was introduced at a regular meeting of the Stanislaus Council of Governments, on the 17th day of September 2025. A motion was made and seconded to adopt the foregoing Resolution. Motion carried and the Resolution was adopted.

MEETING DATE: **September 17, 2025**

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MATTHEW "BUCK" CONDIT, CHAIR

ATTEST:

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ELISABETH HAHN, INTERIM EXECUTIVE DIRECTOR

StanCOG
Stanislaus Council of Governments

TO:	Executive Committee	**Staff Report** Motion
FROM:	Cindy Malekos, Director of Administrative Services Monica Streeter, General Counsel	
DATE:	September 5, 2025	
SUBJECT:	Amendment to Employee Policies and Procedures Handbook	

Recommendation

By Motion:

Motion to recommend the Policy Board adopt by Resolution the amendment to the Employee Policies and Procedures Handbook.

Background

StanCOG maintains an Employee Policies and Procedures Handbook which is provided to all employees. The Handbook is designed to be a working guide for employees and supervisors in the day-to-day administration of StanCOG. It describes the StanCOG personnel policies, practices and employment guidelines.

Discussion

Periodically, the Handbook is updated to reflect changes in employment laws, and revisions to policies and procedures. This proposed amendment incorporates the rate of vacation accrual, previously summarized in an appendix, into the text of the Handbook, clarifies "out of class" pay, and sets forth the process for future amendments to the Handbook.

The Handbook was last presented to the Policy Board for adoption November 17, 2021. After that adoption, a new rate of vacation accrual was implemented but not approved by the Policy Board. This proposed amendment to the Handbook confirms the rate of vacation accrual adopted in 2021. If adopted by the Policy Board, the vacation accrual rates will go into effect October 4, 2025, to coincide with employee pay periods.

A provision in the Handbook addresses instances where an employee is assigned job tasks of a higher paid position for longer than 10 working days. The provision has been revised to address situations where the employee is assigned limited duties of a higher paid position. The increase in pay will be determined by the Executive Director for StanCOG employees and by the Policy Board for assignments that are hired by and report directly to the Policy Board.

Lastly, a new Article 14 has been added which sets forth the procedure to amend the Handbook. Any proposed amendment to the Handbook will be prepared in writing by the Executive Director, or designee, and presented to the StanCOG Policy Board for approval.

The proposed amendments have been reviewed by legal counsel. A future amendment may be presented to the Policy Board if there are any changes in the law which need to be incorporated into the Handbook to ensure statutory compliance in 2026.

Should you have any questions regarding this staff report, please contact Cindy Malekos, Director of Administrative Services, at 209-525-4634 or via e-mail at cmalekos@stancog.org.

Attachments:

1. Draft Resolution
2. Draft Employee Policies and Procedures Handbook **(added 9/8/25)**

   https://www.stancog.org/DocumentCenter/View/2338/StanCOG-Employee-Policies-Procedures-Handbook-updated-Redline-9625

STANISLAUS COUNCIL OF GOVERNMENTS
RESOLUTION
APPROVING THE AMENDED EMPLOYEES POLICIES AND PROCEDURES HANDBOOK

WHEREAS, the Stanislaus Council of Governments (StanCOG) is a Regional Transportation Planning Agency (RTPA) and a Metropolitan Planning Organization (MPO), pursuant to State and Federal designation; and

WHEREAS, StanCOG adopted the Employee Policies and Procedures Handbook by Resolution in November 2000; and

WHEREAS, the Employees Policies and Procedures Handbook has been amended since its adoption with the last amendment approved by the Policy Board at its November 17, 2021 meeting; and

WHEREAS, after that adoption, a new rate of vacation accrual was implemented but not approved by the Policy Board and this amendment to the Handbook confirms the rate of vacation accrual adopted in 2021; and

WHEREAS, if adopted by the Policy Board, the vacation accrual rates will go into effect October 4, 2025, to coincide with employee pay periods.

WHEREAS, the amendment also clarifies "out of class" pay and sets forth the process for future amendments to the Handbook.

NOW, THEREFORE, BE IT RESOLVED, that the Stanislaus Council of Governments hereby adopts and approves the amended Employee Policies and Procedures Handbook, attached hereto. The vacation accrual rates set forth in Section 3.2.2 of the attached Handbook shall go into effect October 4, 2025 and all other provisions of the Handbook shall become effective upon adoption of this Resolution.

BE IT FURTHER RESOLVED that all previous versions of the Employee Policies and Procedures Handbook are repealed.

THE FOREGOING RESOLUTION was introduced at a regular meeting of the Stanislaus Council of Governments, on the 17th day of September 2025. A motion was made and seconded to adopt the foregoing Resolution. Motion carried and the Resolution was adopted.

MEETING DATE: September 17, 2025

MATTHEW "BUCK" CONDIT, CHAIR

ATTEST:

ELISABETH HAHN, INTERIM EXECUTIVE DIRECTOR

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StanCOG
Stanislaus Council of Governments

TO:	Executive Committee	**Staff Report** Motion
FROM:	Jean Foletta, Deputy Director of Operations	
DATE:	September 3, 2025	
SUBJECT:	FY 2025/26 Cost of Living Adjustment (COLA)	

Recommendation

By Motion:

Recommend the Policy Board approve by resolution the FY 2025/26 Cost of Living Adjustment (COLA) effective July 1, 2025, as budgeted for in the approved FY 2025/26 Overall Work Program (OWP) and Budget, for Stanislaus Council of Government (StanCOG) staff employed as of the date the Policy Board takes this action.

Background

Each year as the Overall Work Program (OWP) and Budget are developed, management reviews the staffing needed to produce the work required to comply with state and federal mandates for which StanCOG receives grant funding. Market conditions are also assessed to ensure staff compensation maintains alignment with the economy, and to accommodate the recruitment and retention of qualified staff.

Potential salary adjustments are discussed as part of the budgeting process and are factored in the annual budget should funds be available. The FY 2025/26 OWP included a COLA budget estimate of 4%.

Prior to recommending potential COLAs, the Consumer Price Index (CPI) for the Stanislaus region issued by the U.S. Bureau of Labor Statistics is consulted.

Discussion

Based upon consultation of the CPI for the Stanislaus region, a 3% COLA is suggested. Only staff employed as of the date the Policy Board takes this action will be eligible for the cost-of-living adjustment.

The fiscal impact for the recommended FY 2025/26 COLA of 3% is $44,021.33. This amount is included in the FY 2025/26 budget approved by the Policy Board at its April 16, 2025, meeting.

Should you have any questions regarding this staff report, please contact Jean Foletta, Deputy Director of Operations, at 209-525-4891 or via e-mail at jfoletta@stancog.org.

Attachment:

1. Draft Resolution

STANISLAUS COUNCIL OF GOVERNMENTS
RESOLUTION
APPROVING FISCAL YEAR 2025/26 COST OF LIVING ADJUSTMENT EFFECTIVE JULY 1, 2025
FOR STAFF CURRENTLY EMPLOYED BY THE STANISLAUS COUNCIL OF GOVERNMENTS

WHEREAS, the Stanislaus Council of Governments (StanCOG) is a Regional Transportation Planning Agency (RTPA) and a Metropolitan Planning Organization (MPO), pursuant to State and Federal designation; and

WHEREAS, each year as part of the Overall Work Program (OWP) and Budget development, management reviews the staffing needed to produce the work required to comply with state and federal mandates for which StanCOG received grant funding; and

WHEREAS, Cost of Living Adjustments (COLA) are part of the annual budgeting process; and are factored in the annual budget should funds be available; and

WHEREAS, the FY 2025/26 OWP budgeted staff COLAs at 4%; and

WHEREAS, prior to recommending COLAs staff consults the Consumer Price Index (CPI) for the Stanislaus region issued by the U.S. Bureau of Labor Statistics ; and

WHEREAS, the recommended COLA for FY 2025/26 is 3% with a total fiscal impact of $44,0213.33 for all staff currently employed with StanCOG.

NOW, THEREFORE, BE IT RESOLVED, that the Stanislaus Council of Governments hereby approves the FY 2025/26 COLA of 3%, effective July 1, 2025, for staff employed by the Stanislaus Council of Governments as of the date the Policy Board takes this action.

THE FOREGOING RESOLUTION was introduced at a regular meeting of the Stanislaus Council of Governments, on the 17th day of September 2025. A motion was made and seconded to adopt the foregoing Resolution. Motion carried and the Resolution was adopted.

MEETING DATE: September 17, 2025

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MATTHEW "BUCK" CONDIT, CHAIR

ATTEST:

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ELISABETH HAHN, INTERIM EXECUTIVE DIRECTOR

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StanCOG
Stanislaus Council of Governments

City of Ceres • City of Hughson • City of Modesto • City of Newman • City of Oakdale • City of Patterson
City of Riverbank • City of Turlock • City of Waterford • County of Stanislaus

POLICY BOARD MEETING
STANCOG BOARD ROOM
1111 I STREET, SUITE 308
MODESTO, CA 95354

WEDNESDAY, SEPTEMBER 17, 2025
6:00 PM

In addition to in person attendance at the locations identified above, the following options are available to members of the public to listen to this meeting and provide comments to the Policy Board members during this meeting.

1. Join the Policy Board meeting from your computer or tablet. Register in advance for this meeting at:

   After registering, you will receive a confirmation email containing information about joining the meeting.

   https://us06web.zoom.us/meeting/register/AP8DkA_LS3SinDnNbKc1BQ
   OR

2. For participation by teleconference only, please use the following telephone number and access codes:

   Call in Number: +1 669 444 9171
   Meeting ID: 835 6253 6942
   Passcode: 476607

If you wish to make a comment on a specific agenda item, please use the "Raise Hand" icon in Zoom and you will be called on by the chair during the meeting. For those joining the meeting by telephone, please press *9 on your telephone keypad to raise your hand. To lower your hand, press *9 again.

Board Agendas and Minutes: Policy Board agendas, minutes and copies of items to be considered by the StanCOG Policy Board are available at least 72 hours prior to the meeting at the StanCOG offices located at 1111 "I" Street, Suite 308, Modesto, CA during normal business hours. The documents are also available on StanCOG's website at www.stancog.org.

Materials related to an item on this Agenda submitted to the Policy Board after distribution of the agenda packet are available for public inspection at the address listed above during normal business hours. These documents are also available on StanCOG's website, subject to staff's ability to post the documents before the meeting.

Reasonable Accommodations: This Agenda shall be made available upon request in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact Cindy Malekos at (209) 525-4600 during regular business hours at least 72 hours prior to the time of the meeting to enable StanCOG to make reasonable arrangements to ensure accessibility to this meeting.

Notice Regarding Non-English Speakers: StanCOG Policy Board meetings are conducted in English. Anyone wishing to address the Policy Board is advised to have an interpreter or to contact Cindy Malekos at (209) 525-4600 during regular business hours at least 72 hours prior to the time of the meeting so that StanCOG can provide an interpreter.

Aviso con Respecto a Personas que no Hablan el Idioma de Inglés: Las reuniónes de la Mesa Directiva del Consejo de Gobiernos de Stanislaus son conducidas en Inglés. Cualquier persona que desea dirigirse a la Mesa Directiva se le aconseja que traiga su propio intérprete o llame a Cindy Malekos al (209) 525-4600 durante horas de oficina regulares o a lo menos 72 horas antes de la reunión, para proporcionarle con un intérprete.

AGENDA

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENTS

Members of the public may address the Policy Board on any item not on the agenda. Comments shall be limited to three minutes unless the Chair of the Board sets a different time limit. The Policy Board cannot take action on matters not on the agenda, unless the action is authorized by Section 54954.2 of Government Code.

5. PRESENTATION

A. Measure L Website Update (Convey Inc.)

6. CONSENT CALENDAR

A. Motion to Approve the Policy Board Meeting Minutes of August 20, 2025

B. Motion to Accept the Measure L Funds Received and Investment Recap Report

C. Motion to Approve by Resolution the Professional Services Agreement with CPS HR Consulting for Executive Director Recruitment

7. DISCUSSION/ACTION ITEMS

A. Motion to Approve the MOVE Budget (Jean Foletta)

B. Motion to Approve by Resolution the Support for the Application to the StanCOG FFY 2027-2030 Funding Round for SR 132 West Projects (José Luis Cáceres)

C. Motion to Approve by Resolution the Measure L Regional Control Project Cooperative Agreement with Stanislaus County for Plans, Specifications, and Estimates for the Faith Home Road Expressway Project (José Luis Cáceres)

D. Motion to Approve by Resolution the Memorandum of Understanding for Local Partnership Competitive Program (LPP-C) for the 7th Street Bridge Replacement Project (José Luis Cáceres)

E. Motion to Recommend the Policy Board Adopt by Resolution an Amendment to the Employee Policies and Procedures Handbook (Monica Streeter/Cindy Malekos)

F. Motion to Recommend the Policy Board Approve by Resolution the FY 2025/26 Cost of Living Adjustments Effective July 1, 2025, as Budgeted for in the Approved FY 2025/26 Overall Work Program (OWP) and Budget, for StanCOG Staff Employed as of the Date the Policy Board Takes Action (Jean Foletta)

8. INFORMATION ITEMS

The following items are for information only.

A. Program Delivery Status Report

B. Special Measure L Oversight Committee Meeting Minutes of August 5, 2025

C. Valley Vision Stanislaus Steering Committee Meeting Minutes of August 14, 2025

D. Measure L Oversight Committee Meeting Minutes of September 2, 2025

E. Management and Finance Committee Meeting Minutes of September 3, 2025

F. Executive Committee Meeting Minutes of September 8, 2025

9. CALTRANS REPORT

10. INTERIM EXECUTIVE DIRECTOR REPORT

11. MEMBER REPORTS

12. ADJOURN TO CLOSED SESSION

A. Public Employee Appointment: Pursuant to Government Code Section 54957.6:
Title: Acting/Interim Executive Director

B. Conference with Labor Negotiators: Pursuant to Government Code Section 54957.6:
Unrepresented Employee: Acting/Interim Executive Director

C. Conference with Legal Counsel: Potential Litigation
Pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9: One Case

13. RECONVENE FROM CLOSED SESSION

A. Report from Closed Session

14. Motion to Approve the StanCOG Policy Board Response to All Findings and Recommendations contained in the 2024/2025 Stanislaus County Civil Grand Jury Report Case #25-06C

15. ADJOURNMENT

Next Regularly-Scheduled Policy Board Meeting:
October 15, 2025 @ 6:00 pm