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

DEPT: Parks and Recreation

BOARD AGENDA: 7.1
AGENDA DATE: March 3, 2026

**SUBJECT:**
Approval to Enter Into a Joint Powers Agreement Between California State Parks, Turlock Irrigation District (TID) and Stanislaus County, a Lease Agreement Between TID and Stanislaus County, and a Public Entity Agreement Between the State of California and Stanislaus County for Turlock Lake State Recreation Area, and Related Matters

**BOARD ACTION AS FOLLOWS:** **RESOLUTION NO. 2026-0092**

**On motion of Supervisor** B. Condit **Seconded by Supervisor** Withrow
**and approved by the following vote,**
**Ayes: Supervisors:** B. Condit, Withrow, Grewal, C. Condit, and Chairman Chiesa
**Noes: Supervisors:** None
**Excused or Absent: Supervisors:** None
**Abstaining: Supervisor:** None

1) X **Approved as recommended**
2) _____ **Denied**
3) _____ **Approved as amended**
4) _____ **Other:**

**MOTION:**

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

File No. J-10-1; DI-03-31

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

DEPT: Parks and Recreation BOARD AGENDA:7.1
AGENDA DATE: March 3, 2026

CONSENT ☐

CEO CONCURRENCE: YES 4/5 Vote Required: Yes

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**SUBJECT:**

Approval to Enter Into a Joint Powers Agreement Between California State Parks, Turlock Irrigation District (TID) and Stanislaus County, a Lease Agreement Between TID and Stanislaus County, and a Public Entity Agreement Between the State of California and Stanislaus County for Turlock Lake State Recreation Area, and Related Matters

**STAFF RECOMMENDATION:**

1. Approve a Joint Powers Agreement between California Department of Parks and Recreation, County of Stanislaus, and Turlock Irrigation District, for Turlock Lake Recreation Area.
2. Authorize the Chairman of the Board of Supervisors to enter into and sign the Joint Powers Agreement for Turlock Lake State Recreation Area.
3. Approve the Lease of Real Property for Parks and Recreation purposes with Turlock Irrigation District and authorize the General Services Agency Director/Purchasing Agent to enter into and sign the lease.
4. Approve the use of $90,000 of District 2 Community Development Funds for the Turlock Lake State Recreation Area.
5. Adopt a resolution and authorize the Director of Parks and Recreation to execute a Public Entity Agreement with the State of California for the Turlock Lake State Recreation Area improvements and start-up recreation operational costs in the amount of $8,174,009.40.
6. Direct the Auditor-Controller to establish an interest-bearing fund for Turlock Lake State Recreation Area and set revenue and appropriations at $8,174,009 in the Turlock Lake State Recreation Area budget, as shown in the attached budget journal.

**DISCUSSION:**

Turlock Lake State Recreation Area (SRA) located at 2260 Lake Road in La Grange features a lake with 26 miles of shoreline and foothill country that has been leased by California State Parks (State) from Turlock Irrigation District (TID) since 1950. The State recreation area offers water-oriented outdoor activities. The heaviest period of use is Memorial Day weekend through Labor Day.

In 2020, California State Parks and TID approached Stanislaus County Parks and Recreation (County) to provide recreational services at Turlock Lake when the previous concessionaire left. Turlock Lake SRA has been closed since.

In 2023, the State and TID agreed to a facility improvement assessment paid for by the State and conducted by the County. In assessing the conditions of the buildings, parking areas, recreation areas, and accessory buildings, the architect identified those items that need repair and/or replacement. The assessment included lake day-use areas, restrooms, parking areas, boat launch, pump house, secondary pump house and tank, and maintenance and operation facilities. The facility assessment was concluded in 2024 with a total estimated cost for improvements of $7.5 million.

In recognition of the importance of Turlock Lake SRA for regional park and recreation-related activities, and the mutual benefit of ensuring continued public access and quality recreational opportunities, the State, TID, and the County propose to enter into a Joint Powers Agreement (Attachment 1). Under this agreement, TID is the owner of the property, while the State agrees to provide funding for necessary park improvements identified in the completed facility assessment. The County, in turn, will receive funding from the State to carry out these improvements and manage recreational operations. Additionally, the State will provide future funding to address Americans with Disability Act (ADA) improvements at Turlock Lake SRA.

The County and TID propose entering into a lease agreement for the County to operate recreation at Turlock Lake SRA (Attachment 2). The term of the lease shall be ten years, with an option to extend the lease in increments of ten years, with an annual lease payment of $1. The County's future operations at Turlock Lake SRA will provide family-friendly recreation experiences to include fishing and day-use recreation activities, along with special events and waterfowl hunting during the off-season.

The TID Board will consider both the Joint Powers Agreement and Turlock Lake Lease Agreement for approval at their March 3, 2026, meeting.

Upon approval of the attached resolution (Attachment 3), the County will enter into a Public Entity Agreement with the State to receive nearly $8.2 million of funding for the Turlock Lake SRA facility improvements (draft agreement provided in Attachment 4). Of the $8.2 million, $7.5 million will be allocated as described by the facility assessment, $556,000 will be issued for start-up costs for the first two years of operations, and $143,000 will be provided to fund a security surveillance trailer. Included in the agreement is a requirement that advanced funds be placed in an interest-bearing account and all interest earned be used for Turlock Lake SRA. Upon approval, the Department of Parks and Recreation will contract project management services to manage the engineering and construction phases of the agreed upon facility improvements. These activities are anticipated to be completed in three phases to include lake day-use areas, three restroom facilities, parking area, pump house and tank, maintenance and operations, and accessory buildings.

By agreeing to operate the Turlock Lake SRA, the County intends to establish family-friendly recreation with a waterpark and non-motorized watercraft rentals. Seasonal day-use recreation would take place from May 1 through September 30, and waterfowl hunting and special event opportunities would occur from October 1 through April 30. Motorized boats will be limited to small-engine boats with a five to ten mile-per-hour speed on the lake, and alcohol will be banned from the State Recreation Area. Enhanced law enforcement services provided by the Sheriff's department currently assigned to Woodward Reservoir will transfer to Turlock Lake SRA due to the termination of the license agreement with South San Joaquin Irrigation District.

A preliminary staffing plan has been created for operating the Turlock Lake SRA, which includes four full-time positions: one Park Supervisor, one Park Maintenance Worker III, and two Park Maintenance Worker I/II positions, along with seasonal extra-help staffing. The full-time positions' time and costs would be split between Turlock Lake SRA and the La Grange Area and Off Highway Vehicle (OHV) Park based on seasonal operations.

The Year 1 budget is estimated at approximately $899,000, with funding sources including $385,000 in projected department revenue, $424,000 in State funding, and $90,000 from District 2 Community Development funds. In Year 2, the budget will be supported by department revenue and an additional $275,000 in State funding. By Year 3, operations are expected to be self-sustaining; funded entirely through department-generated revenue.

Opening of Turlock Lake SRA to the public will be dependent on the completion of facility improvements and providing a safe and secure facility for the community to enjoy. Due to the timing of anticipated construction of phase one facility improvements, Turlock Lake SRA will not be open for recreation during the 2026 summer season. It is anticipated that some recreation may be available in 2027.

**POLICY ISSUE:**

Pursuant to Government Code Section 23005, Board of Supervisors' approval is required to enter into the Lease Agreement with the Turlock Irrigation District and the Public Entity Agreement with the State of California. The Joint Powers Agreement with the State of California and Turlock Irrigation District is being made under the authority set forth in the Joint Exercise of Powers Act (Section 6500 et seq. of the California Government Code) and requires Board approval.

Furthermore, the Public Entity Agreement stipulates that any accumulated interest constitutes Agreement moneys and shall be spent on project purposes. Therefore, it is necessary to establish an interest-bearing fund, requiring Board approval pursuant to the County's Interest Revenue Policy. California Government Code Section 29125 provides that transfers and revisions to the adopted appropriations may be made by an action formally adopted by the Board of Supervisors at a regular or special meeting by a four-fifths vote.

Finally, the Community Development Fund Policy requires approval by the Board for any requests above $5,000.

**FISCAL IMPACT:**

Annual lease rent is $1 and is payable to TID beginning on January 1, 2027, payable on the first day of each calendar year. The County will receive up to $8,174,009 in advance from the State. This includes $7,475,009 for facility improvements, $556,000 for years 1 and 2 one-time start-up costs, and $143,000 for a three-year lease of a security surveillance trailer. The surveillance will assist with securing the property during construction and outside of operational hours and will act to deter prohibited activities during operations. Interest earned on the funds advanced from the State and from operational retained earnings will be accounted for in the fund.

Fiscal projections indicate that operations will require a one-time $90,000 contribution from the Community Development Fund to balance the budget in the first year of

operations, will reach a break-even point in the second year of operations, and will reach self-sustainability in year three. The Turlock Lake SRA Enterprise Fund budget will be established to receive State funding and will include the project budget for facilities improvement and one-time equipment purchases. The operations budget will be established in a future budget cycle.

| Turlock Lake Projected Revenue and Expenses | | | |
|---|---|---|---|
| | **Year 1** | **Year 2** | **Year 3** |
| Charges for Service | $ 385,000 | $ 472,500 | $ 580,000 |
| One-Time State Revenue | 424,000 | 275,000 | - |
| Total Revenue | 809,000 | 747,500 | 580,000 |
| Community Development Fund | 90,000 | - | - |
| **Total Funding Sources** | **$ 899,000** | **$ 747,500** | **$ 580,000** |
| Salaries and Benefits | $ 390,362 | $ 402,073 | $ 454,152 |
| Services and Supplies | 301,860 | 70,576 | 75,193 |
| Capital Outlays | 206,500 | 275,000 | - |
| **Gross Costs** | **$ 898,722** | **$ 747,649** | **$ 529,345** |
| **Net** | **$ (278)** | **$ 149** | **$ (50,655)** |

As previously noted, a $90,000 contribution from the Community Development Fund is recommended to balance the budget in the first year of operations. This contribution would come from District 2, which has balance of $640,695. The Community Development Fund has a combined balance of $1,991,543.

**BOARD OF SUPERVISORS' PRIORITY:**

The recommended actions are consistent with the Board of Supervisors' priorities of *Supporting a Healthy Community* and *Enhancing Community Infrastructure* by providing outdoor recreation at Turlock Lake SRA for the community to enjoy.

**STAFFING IMPACT:**

To operate Turlock Lake SRA, four new positions are needed: one Park Supervisor, one Park Maintenance Worker III, and two block-budgeted Park Maintenance Worker I/II positions. These positions and associated budget appropriations will be addressed in a future budget cycle. Additionally, seasonal extra-help staff will be employed to support peak season recreation operations.

The existing department position allocation will be evaluated due to the withdrawal of recreation operations at Woodward Reservoir, with potential re-assignment to support recreation operations at Turlock State SRA.

**CONTACT PERSON:**

Tera Chumley, Director of Parks and Recreation 209.525.6750

**ATTACHMENT(S):**

1. Turlock Lake SRA Joint Powers Agreement
2. Turlock Lake Lease Agreement
3. Resolution for Public Entity Agreement
4. Draft Public Entity Agreement
5. Budget Journal

JOINT POWERS AGREEMENT

Between

CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

And

COUNTY OF STANISLAUS

And

TURLOCK IRRIGATION DISTRICT

For

TURLOCK LAKE STATE RECREATION AREA

STATE OF CALIFORNIA – RESOURCES AGENCY
DEPARTMENT OF PARKS AND RECREATION
PARTNERSHIPS OFFICE
715 P STREET, 13TH FLOOR
SACRAMENTO, CA 95814

JOINT POWERS AGREEMENT

for

COUNTY of Stanislaus and Turlock Irrigation DISTRICT

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JOINT POWERS AGREEMENT

between

STATE of California, Department of Parks and Recreation

and

COUNTY of Stanislaus

and

Turlock Irrigation DISTRICT

THIS JOINT POWERS AGREEMENT ("Agreement"), is by and among STATE OF CALIFORNIA, acting through the Department of Parks and Recreation, hereinafter referred to as "STATE", COUNTY of Stanislaus, hereinafter referred to as "COUNTY", and Turlock Irrigation DISTRICT, hereinafter referred to as "DISTRICT". Said entities may each be referred to as a "Party" or collectively as the "Parties" for purposes of this Agreement.

**RECITALS:**

**Whereas**, pursuant to the provisions of section 5003 of the California Public Resources Code, STATE is authorized to administer, protect, develop, and interpret the property under its jurisdiction for the use and enjoyment of the public; and

**Whereas**, the mission of STATE is to provide for the health, inspiration and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation; and

**Whereas,** DISTRICT owns, and uses the real property known as Turlock Lake, located in the COUNTY of Stanislaus, said Turlock Lake being more particularly described in **Exhibit A** attached to and made part of this Agreement; and

**Whereas,** on February 15, 2000, DISTRICT and STATE entered into a lease for the STATE to operate and maintain Turlock Lake as part of Turlock Lake State Recreation Area (SRA) for park and recreational purposes; and

**Whereas,** DISTRICT recognizes the importance and value of the park and recreation-related usage of Turlock Lake SRA; and

**Whereas**, STATE desires to terminate its lease with DISTRICT but desires to keep Turlock Lake SRA as a State Recreation Area; and

**Whereas,** STATE recognizes the importance and value of collaborating with the DISTRICT and COUNTY to help ensure Turlock Lake SRA is accessible by the public and remains in good and safe condition to help ensure the opportunity of quality recreational opportunities for the public; and

**Whereas**, the Turlock Lake SRA requires major expenditures to bring the Turlock Lake SRA into operational condition; and

**Whereas,** COUNTY has completed a Park Improvements Assessment to determine the work that needs to be done to bring the Turlock Lake SRA up to operational condition ("Scope of Work") and the costs to complete the Scope of Work ("Restoration Costs"); and

**Whereas,** DISTRICT shall not provide any funding for the Restoration Costs or for the ongoing maintenance and operation of the Turlock Lake SRA, and neither the STATE nor COUNTY expects DISTRICT to provide such funding; and

**Whereas**, DISTRICT and COUNTY intend to enter into a lease for the COUNTY to operate and maintain Turlock Lake SRA for park and recreational purposes; and

**Whereas**, STATE has interest in supporting development, operation, and maintenance of the Turlock Lake SRA to support STATE's mission and has indicated its willingness to pay for, through a Public Entity Agreement with the COUNTY for use of COUNTY contractors, all Restoration Costs of bringing the Turlock Lake SRA day use area up to an operational condition; and

**Whereas,** the Tucker Consent Decree requires STATE to improve architectural and programmatic access to its programs, services, activities, and facilities for persons with disabilities under both state and federal law, and access barriers were identified at Turlock Lake SRA that STATE has interest in addressing; and

**Whereas**, STATE, DISTRICT, and COUNTY desire to execute and enter into this Agreement pursuant to the authority set forth in the Joint Exercise of Powers Act (Section 6500 et seq. of the California Government Code); and

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, the mutual covenants hereinafter contained, and for other valuable consideration, the sufficiency of which is acknowledged, the parties hereto agree as follows:

## 1. PREMISES

This Agreement sets forth the promises and obligations of the Parties for the development, improvement, operation, control and maintenance of certain real property known as Turlock Lake SRA or "Premises" as set forth in **Exhibit A**, which is attached and made part of this Agreement. The Parties agree that the Premises shall be known as the Turlock Lake State Recreation Area and be part of the California State Parks system for the term of this Agreement.

## 2. TERM

The term of this Agreement shall be for a period of ten (10) years with an option to be renewed for up to an additional ten (10) years only upon mutual agreement of all three parties, and shall commence on the first of the month following approval by the California Department of General Services.

## 3. DETERMINATION OF RESTORATION COSTS; AGREEMENT FOR PAYMENT

The Parties agree that **Exhibit B** ("Parks Improvements Assessment"), attached and made part of this Agreement, defines the complete Scope of Work to restore Turlock Lake SRA day use area to operational condition, and the Restoration Costs to complete said work. COUNTY shall be responsible for completing the Scope of Work. STATE shall be responsible for the payment of all Restoration Costs, not to exceed seven million four hundred seventy-five thousand and nine dollars and 40/100 cents ($7,475,009.40). DISTRICT shall not be responsible for any Restoration Costs or any of the restoration work.

STATE agrees to provide additional funding for one-time improvements ("One-Time Costs"), as documented in **Exhibit B.1** ("One-Time Costs Budget Worksheet"), which is attached and made part of this Agreement, and which include park equipment and vehicle, picnic tables, trash cans, park signage, pay kiosks, and picnic shelter that total $556,000, along with $143,000 funding of a three-year lease for a mobile security surveillance trailer. The total STATE payment to the COUNTY for the One Time Costs is $8,174,009.40.

STATE agrees to pay for all Restoration Costs as determined in Exhibit B and all One-Time Costs as determined in Exhibit B.1 pursuant to execution of a Public Entity Agreement between STATE and COUNTY, which will become **Exhibit D** and made a part of this Agreement. COUNTY may request an advance payment from STATE for immediate cash needs related to approved Agreement activities. This request, subject to STATE's approval and Government Code (GC) Section 11019.3, must be in writing and include an itemized budget, spending timeline, and workplan in a format specified by STATE and include supporting documentation for the request. COUNTY shall submit to State Parks annual progress reports detailing project expenditures. Per GC Section

11019.3, COUNTY will deposit any funds received in an advance payment into a federally insured account of COUNTY'S choice that provides the ability to track interest earned and withdrawals. Any accumulated interest is considered to be grant or contract moneys and shall be spent on project purposes. If funds, including interest earned, exceed project needs, funds, including interest earned, may be used on another STATE project compatible with the funding source, and only upon receiving written approval by STATE.

**4. USE OF PREMISES**

A. COUNTY and DISTRICT shall execute a lease ("the Lease") substantially similar to **Exhibit C**, which is attached to this Agreement, authorizing COUNTY to develop, operate, control, maintain, and provide maintenance services to the Premises as a "State Recreation Area," a classification defined by California Public Resources Code §5019.56, with related concessions and/or other facilities for the use and enjoyment of the general public. Development and operation of the Premises shall be conducted in accordance with COUNTY's standards and principles. COUNTY agrees to follow any and all applicable federal, State, and local government statutes, laws, and regulations.

B. Upon execution of the Lease, COUNTY shall complete the Scope of Work as documented in **Exhibit B** ("Park Improvements Assessment"), such that Turlock Lake SRA returns to operational condition. STATE agrees that if costs are escalated higher than originally estimated, the COUNTY and STATE will confer and agree to reduce the scope of the facility improvements to stay within the funded level provide by the STATE.

C. This Agreement is contingent on successful execution of the Lease. The Parties agree that the term of the Lease shall be for ten (10) years, with an option to renew, and shall run concurrently with this Agreement.

D. COUNTY acknowledges STATE is a party to the Tucker Consent Decree and by entering into this Agreement, COUNTY agrees to operate Premises as a State Recreation Area, making the Consent Decree applicable to said Premises. The scope of work required to ensure compliance with the Tucker Consent Decree Transition Plan is attached as **Exhibit B.2** ("Turlock Lake SRA ADA Scoping Summary"), and is accompanied by **Exhibit B.3** ("Turlock Lake SRA ADA Beach Access Concept Drawing."), which is also attached and made part of this Agreement.

E. Upon completion of the Scope of Work as documented in **Exhibit B**, COUNTY shall ensure that remaining items that need to be addressed, according to **Exhibit B.2** are completed, to ensure the Premises is compliant with the Tucker Consent Decree. STATE reserves the right to inspect the ADA work for compliance with ADA guidelines. The ADA scope of work, including funding, will be finalized in a public entity agreement to be executed at a later date. STATE is responsible to provide funding for Tucker Consent Decree requirements.

F. COUNTY shall use its best efforts to ensure that ADA improvements completed by COUNTY as required in **Exhibit B**, **Exhibit B.2**, and **Exhibit B.3**, are maintained in usable condition. The COUNTY shall schedule ongoing, regular inspections of ADA features and promptly repair ADA features. These inspections and repairs may be performed as part of COUNTY'S regular maintenance program.

## 5. CONSIDERATION

A. All revenue derived from COUNTY's control and operation of the Premises shall be used only for the development, renovation, operation, and maintenance of the Premises.

B. STATE agrees to pay for all Restoration Costs and One-Time Costs as stated in Section 3, and all costs incurred as result of compliance with Tucker Consent Decree and as set forth in **Exhibits B.2** and **B.3**.

C. STATE shall be under no further obligation to transfer the funds described in Section 3 and Subsection 5.B. above to COUNTY if any of the following events occur: (1) the Premises are no longer known as a "State Recreation Area" as set forth in Section 4; (2) a Party elects to terminate this Agreement pursuant to the terms herein; or (3) COUNTY or DISTRICT elect to terminate the Lease pursuant to the terms of the Lease. However, STATE shall reimburse COUNTY for any Restoration Costs incurred prior to

the occurrence of any of the events in clauses (1), (2) or (3) set forth above in this Subsection 5.C.

D. COUNTY and DISTRICT acknowledge that although STATE is not a party to the Lease, STATE shall be a third-party beneficiary to the Lease with regard to State Recreation Area naming rights.

E. COUNTY and STATE acknowledge that DISTRICT will not be responsible for performing or paying for any ongoing maintenance and repairs for operation of the Premises known as Turlock Lake SRA.

## 6. RECORDS AND ACCOUNTS

COUNTY shall maintain satisfactory financial accounts, documents, and records of the funding provided by STATE pursuant to Section 5.B of this Agreement and make them available to STATE for auditing at reasonable times. All records shall be kept by COUNTY for a period of at least four (4) years.

## 7. INSURANCE

It is understood that at the time of signing of this Agreement, that the Parties are each insured or self-insured. Parties will be insured or self-insured at not less than five million dollars ($5,000,000.00) per claim and no less than a ten million dollar ($10,000,000.00) aggregate per year and will ensure that licensees, permittees, assignees, sublessees, agents and/or concessionaires are responsibly insured for any work performed on the Premises pursuant to or related to this Agreement or **Exhibit B**.

## 8. HOLD HARMLESS AGREEMENT

A. COUNTY agrees to indemnify, defend and hold harmless the STATE and the DISTRICT, their officers, agents and employees from any and all claims and losses accruing, arising from or resulting from COUNTY's performance and exercise of any of its rights or obligations under the Lease to be executed between COUNTY and DISTRICT. In no event shall COUNTY be obligated to defend or indemnify STATE, with respect to the negligence or willful misconduct of State Parks, its employees, or agents.

B. COUNTY waives all claims and recourse against both the STATE and the DISTRICT, their officers, employees and/or agents, including the right to contribution, for any and all loss, injury, death or damage to persons or property, caused by, arising out of, or in any way connected with or incident to the condition or use of Turlock SRA, except those arising out of the negligence or willful misconduct of STATE or DISTRICT.

**9. PROHIBITIONS AGAINST ASSIGNING, SUBLETTING**

This Agreement and/or any interest therein or thereunder shall not be assigned, delegated, mortgaged, hypothecated, or transferred by COUNTY without obtaining the prior consent of DISTRICT and STATE.

**10. NOTICES**

Any notice and/or report required to be given or that may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States Postal Service, postage prepaid, and addressed as follows:

STATE: Department of Parks and Recreation
Central Valley Office
22708 Broadway Street
Columbia, CA 95310
Phone/209-536-5930

COUNTY: Director
Stanislaus County
Department of Parks and Recreation
3800 Cornucopia Way, Suite D
Modesto, CA 95358
Phone/209- 525-6750

DISTRICT: Turlock Irrigation District
333 East Canal Drive

Post Office Box 949
Turlock, CA 95381
Phone/209-883-8300

Copy to: Department of Parks and Recreation
Partnerships Office
P.O. Box 942896
Sacramento, California 94296-0001
Phone/916-653-7733
E-Mail/ Partnerships@parks.ca.gov

## 11. DEFAULTS AND REMEDIES

A. Any failure of any Party to comply with the terms and conditions of this Agreement, if not cured within 30 days after receiving written notice from the other Party that a cure is necessary, shall constitute default and breach of this Agreement, provided, however, if the nature of the failure to comply with this Agreement is such that it cannot be reasonably cured within the thirty (30) day period, the offending party shall not be deemed to be in default if an effective cure is commenced within the thirty (30) day period and thereafter diligently pursued to completion.

B. In the event of default or breach of this Agreement by any Party, which remains uncured within the applicable cure period, the other Parties shall have the right to terminate this Agreement by providing written notice to the other Parties, or at their option, keep this Agreement in effect and initiate an action to recover all damages flowing from such breach. If any Party elects to terminate this Agreement early for any reason, COUNTY shall return to the STATE any unspent funds disbursed by the STATE in furtherance of the purpose of this Agreement. COUNTY shall have no later than 90 days to return said unspent funds after it receives notice from STATE to return said funds.

C. Any default under this Agreement by STATE or DISTRICT shall be deemed a default under the DISTRICT Lease with COUNTY, giving COUNTY the right to terminate the Lease. This provision shall be made a part of the DISTRICT Lease with COUNTY.

## 12. TERMINATION

Notwithstanding the provisions of Section 11, DEFAULTS AND REMEDIES, any Party may terminate this Agreement by giving at least one year's prior written notice of termination to all other parties. Such notice shall be given in writing and shall be effective on the date given in the notice as the scheduled date for the termination of the Agreement. Closure of the Premises at termination of this Agreement shall be subject to the Lease and at the discretion of the DISTRICT and COUNTY, but it is agreed that the Premises shall not be known as a "state recreation area" and will cease to be part of the state park system. COUNTY and DISTRICT shall immediately remove all signage designating it as such.

## 13. NONDISCRIMINATION

A. During the performance of this Agreement and every contract on lands that are subject to this Agreement shall expressly prohibit discrimination against any person because of sex, sexual orientation, race, color, religious creed, marital status, ancestry, national origin, medical condition, age (40 and above), and disability (mental and physical) including HIV and AIDS.

B. Parties shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.) and the applicable regulations promulgated thereunder (CA Code Regs, tit. 2, div. 4, ch.2.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), are incorporated into this agreement by reference and made a part hereof as if set forth in full (CA Code of Regs, tit. 2, div, 4, ch.2). Parties shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

C. Parties shall include the non-discrimination and compliance provisions of this clause in all contracts to perform work under and/or in connection with this agreement.

## 14. DISABILITY ACCESS LAWS

A. With regard to all operations and activities that are the responsibility of COUNTY under this Agreement, and without limiting COUNTY's responsibility under this Agreement for compliance with all laws, COUNTY shall be solely responsible for complying with the requirements of the Americans with Disabilities Act of 1990 (ADA) (Public Law 101-336, commencing at Section 12101 of Title 42, United States Code, including Titles I, II, and III of that law), the Rehabilitation Act of 1973, the California Unruh Civil Rights Act (California Civil Code Section 51) and all related regulations, guidelines, and amendments to both laws.

B. With regard to facilities for which COUNTY is responsible for operation, maintenance, construction, restoration, or renovation under this Agreement, COUNTY also shall be responsible for compliance with Government Code Section §4450, et seq. Access to Public Buildings by Physically Handicapped Persons, and Government Code §7250, et seq., Facilities for Handicapped Persons, and any other applicable laws, regulations, guidelines and successor statutes. Such compliance shall be at COUNTY's sole cost and expense. Approval from STATE is required prior to implementation of any plans to comply with accessibility requirements.

## 15. INTELLECTUAL PROPERTY RIGHTS

A. Clarify Ownership of Pre-existing Intellectual Property Rights: Other than as specifically identified and authorized in this Agreement, no names, logos, trademarks or copyrighted materials belonging to and/or associated with the Parties shall be used, circulated, or published without the express written consent of the Party that owns it. Further, no such use, even if permitted herein, or otherwise, shall be deemed to instill in any Party any rights of ownership on such names, logos, trademarks, copyrights or other materials, and any rights to such use shall not, under any circumstances, continue beyond the term of the Agreement. Any and all materials provided to COUNTY by the STATE to aid their performance under this Agreement shall be used by COUNTY for the exclusive benefit of the STATE and for the authorized purposes under this Agreement only. Such materials shall be treated as proprietary by COUNTY, for the benefit of the STATE. In the event that COUNTY wishes to use materials provided by

the STATE for any other purpose, COUNTY must obtain a separate license from the STATE that specifically identifies the licensed material and rights granted in connection therewith.

Any trademarks and/or copyrights belonging to COUNTY prior to the commencement of the Agreement shall remain in COUNTY's sole ownership upon termination of the Agreement.

During the term of this Agreement, COUNTY shall use the name, Stanislaus County Department of Parks and Recreation. Any additional and/or different names may be used only upon written agreement of STATE.

B. Ownership of New Logos and Trademarks Developed During Agreement: Any names, logos, and/or trademarks developed during and/or pursuant to this Agreement that in any way associate with, identify or implicate an affiliation with STATE and/or are funded by STATE shall be approved in writing by STATE, shall belong to STATE upon creation, subject to express written agreement otherwise, and shall continue in STATE's exclusive ownership upon termination of the Agreement. Further, all goodwill and other rights in said marks shall inure to the benefit of the STATE as the mark owner.

Ownership of new Copyrights and Intellectual Property Rights, Developed by COUNTY for STATE, Absent a Separate Written Agreement: All copyrighted materials developed and created by COUNTY for STATE during the term of this Agreement shall be deemed to be "works for hire" under the United States Copyright Act 17 USC §101 et seq. and shall, unless otherwise agreed to in writing, belong to STATE upon creation, and continue in STATE's exclusive ownership upon termination of this Agreement. Unless otherwise agreed to in writing, COUNTY intends and agrees to assign to STATE all rights, title, and interest in and all works created pursuant to this Agreement as well as all related intellectual property rights.

COUNTY agrees to cooperate with STATE and to execute any document reasonably necessary to give the foregoing provisions full force and effect including, but not limited to, an assignment of copyright.

D. COUNTY Rights in Separately Created Works: Any copyrighted materials and/or trademarks developed and created by COUNTY separate and apart from this

Agreement shall belong to COUNTY and shall continue in COUNTY exclusive ownership upon termination of this Agreement. In the event that any trademarks and/or copyrights are created by COUNTY during the term of this Agreement and same are proposed for use in connection with COUNTY performance under the Agreement, COUNTY shall promptly notify STATE in writing of its intention to retain ownership in the specific trademarks and/or copyrights.

## 16. CHILD SUPPORT COMPLIANCE ACT

A. COUNTY recognizes the importance of child and family support relating to child and family support enforcement, including but not limited to, disclosure of information and compliance with earnings assignment orders as obligations and shall fully comply with all applicable state and federal laws provided in Chapter 8 (commencing with §5200) of Part 5 of Division 9 of the Family Code.

B. To the best of its knowledge, COUNTY is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

## 17. GRANT OF STATE'S TRADEMARK LICENSE

A. STATE hereby grants COUNTY, and COUNTY hereby accepts a non-exclusive, non-assignable license to use the State Park Logo (sometimes referred to as the "Trademark" or "Mark"), created and owned by STATE, in accordance with the terms and conditions of the License/Permission for Use of Trademarks which is attached hereto as **Exhibit E** and is incorporated herein by this reference. After signature by both COUNTY and STATE, this License shall authorize the use of the Trademark and associated goodwill, in connection with this Agreement only.

B. A record of each authorized use by COUNTY of the Trademark shall be maintained by COUNTY and by STATE.

C. COUNTY and STATE will use the State Park name, Trademark, and brand consistent with the State Parks License/Permission for Use of Trademark-Exhibit A, which is attached hereto as "**Exhibit E, Attachment 1**" and incorporated herein by

reference, and the State Park Brand Standards Handbook, available at https://www.parks.ca.gov/pages/735/files/brandhandbookjanuary2007.pdf.

D. The State Park Name, Trademark and brand will not be used on COUNTY social media pages.

**18. DISPUTES**

In the event of any dispute related to this Agreement, the Parties agree that they will promptly meet and confer and make all reasonable and good faith efforts towards resolving such dispute. The Parties shall continue with any and all responsibilities under this Agreement during any dispute.

**19. LIMITATION**

This Agreement is subject to all valid and existing contracts, leases, licenses, encumbrances, and claims of title that may affect the Premises.

**20. SECTION TITLES**

The section titles in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect this Agreement.

**21. AGREEMENT IN COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed an original.

**22. AGREEMENT IN WRITING**

This Agreement, including attachments, contains and embraces the entire Agreement between the parties hereto with respect to the subject matter hereof and neither it nor any part of it may be changed, altered, modified, limited, or extended orally or by any agreement between the parties unless such agreement be expressed in writing, signed, and acknowledged by the STATE, DISTRICT and COUNTY or their successors in interest.

## 23. SUCCESSORS IN INTEREST

Unless otherwise provided in this Agreement, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto, all of whom shall be jointly and severally liable hereunder.

## 24. PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

## 25. TIME OF ESSENCE

Time shall be of the essence in the performance of this Agreement.

## 26. WAIVER OF RIGHTS, CLAIMS, AND AGREEMENT TERMS

Unless otherwise provided by this Agreement, no waiver by either party at any time of any of the terms, conditions, or covenants of this Agreement shall be deemed as a waiver at any time thereafter of the same or of any other term, condition, or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure, or omission of the STATE to reenter the Premises or of either party to exercise any right, power, or privilege, or option arising from any breach shall impair any such right, power, privilege, or option, or be construed as a waiver of such breach or relinquishment of any right or acquiescence therein. No notice to the COUNTY shall be required to restore or revive time as of the essence after the waiver by the STATE of any breach. No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given to either party by this Agreement shall be deemed cumulative.

## 27. INTERPRETATION OF AGREEMENT

This Agreement is made under and is subject to the internal laws of the State of California in all respects as to interpretation, construction, operation, effect, and performance.

## 28. INDEPENDENT CONTRACTOR

In the performance of this Agreement, all Parties are deemed to be acting in an independent capacity and not as officers or employees or agents of each Party.

## 29. MODIFICATIONS AND APPROVAL OF AGREEMENT

Notwithstanding any of the provisions of this Agreement, the parties may hereafter, by mutual consent expressed in writing, agree to modifications thereof, additions thereto, or terminations thereof, which are not forbidden by law. This Agreement, amendments, modifications, or termination thereof shall not be effective until approved by STATE 's relevant control agencies.

## 30. GENERATIVE ARTIFICIAL INTELLIGENCE

A. “Generative AI (GenAI)” means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

1) COUNTY shall immediately notify the STATE in writing if it: (1) intends to provide GenAI as a deliverable to the STATE; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a STATE system, (ii) risk to the STATE, or (iii) Agreement performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
2) Notification shall be provided to the STATE designee identified in this Agreement.

3) At the direction of the STATE, COUNTY shall discontinue the provision to the STATE of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the STATE, or Agreement performance, as determined by the STATE.

4) If the use of previously undisclosed GenAI is approved by the STATE, then COUNTY will update the Deliverable description, and the Parties will amend the Agreement accordingly, which may include incorporating the GenAI Special Provisions into the Agreement, at no additional cost to the STATE.

5) The STATE, at its sole discretion, may consider COUNTY's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Agreement when such failure results in a material impact to the functionality of the System, risk to the STATE, or Agreement performance. The STATE is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the Agreement.

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**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

**COUNTY OF STANISLAUS**

By: _____
Chairman of the Board of Supervisors

Date: 3/3/26

Approved as to Form:
Stanislaus County Counsel, Thomas E. Boze

By: _____
Shaun Wahid, Deputy County Counsel

Date: 3/3/26

Approved as to Content:

By: _____
Tera Chumley, Director
Parks and Recreation

**TURLOCK IRRIGATION DISTRICT**

By: _____
Signed by:
A231C648A530434...
Board Director

Date: 3/11/2026

Approved as to Form:

By: _____
DocuSigned by:
5C7AF628EFDD41D...
Joseph H. Fagundes
Turlock Irrigation District Legal Counsel

Date: 3/11/2026

Approved as to Content:

By: _____
DocuSigned by:
AC372BCB794A4BA...
Brad Koehn, General Manager

Docusign Envelope ID: CFFC0418-7CFD-4343-854D-D19FCBA14E16

**STATE OF CALIFORNIA**
**DEPARTMENT OF PARKS AND RECREATION**

By: DocuSigned by: Armando Quintero 8037383B53AB4CD...

Armando Quintero, Director

Date: 3/13/2026

**APPROVED:**

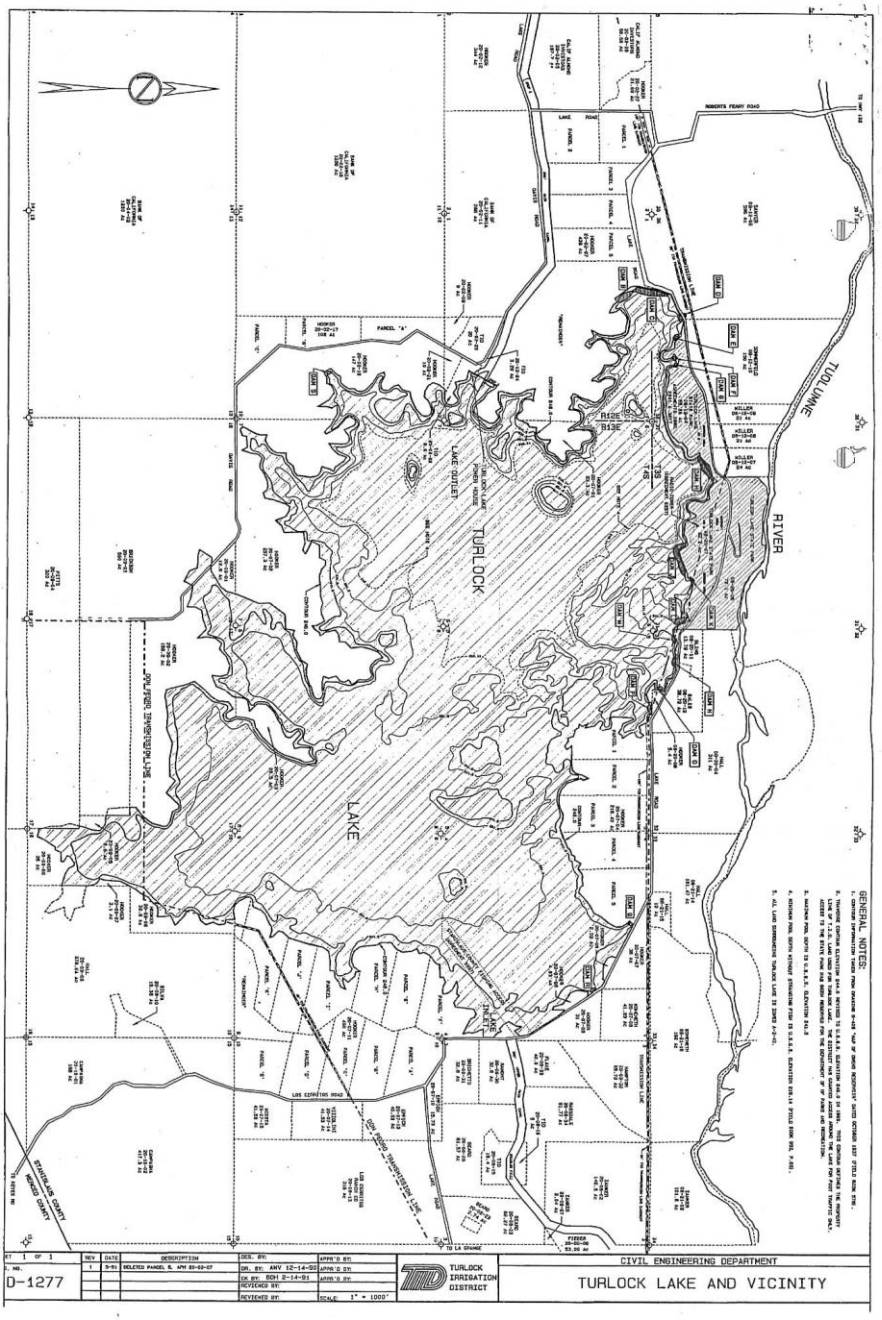
**STATE DEPARTMENT OF GENERAL SERVICES**

By: _____

Title: _____

## EXHIBIT A – PREMISES LEGAL DESCRIPTION

## (Stanislaus COUNTY)



## EXHIBIT B – PARK IMPROVEMENTS ASSESSMENT

*See attached*

## EXHIBIT B.1 – ONE-TIME COSTS BUDGET WORKSHEET

*See attached*

## EXHIBIT B.2 – TURLOCK LAKE SRA ADA SCOPING SUMMARY

*See attached*

## EXHIBIT B.3 – TURLOCK LAKE SRA ADA BEACH ACCESS CONCEPT DRAWING

*See attached*

**EXHIBIT C – LEASE**

*See attached*

## EXHIBIT E – License/Permission for Use of Trademarks

**LICENSE/PERMISSION FOR USE OF TRADEMARKS**

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

REQUESTER NAME

**County of Stanislaus** hereafter called the "Licensee."

Subject to the terms and conditions of this Agreement, the California Department of Parks and Recreation (the "Department") grants permission to use certain trademarks (the "Mark"), created and owned by the Department, in accordance with the terms and conditions of this License, identified as follows:

**California State Parks logo USPTO Reg. No. 2437051**

See Attachment 1" for additional provisions regarding use of the logo, including specifications, registration, and logo usage guidelines.

The Department hereby grants to the Licensee the non-exclusive, non-transferable, non-sublicenseable right and license to use, reproduce, duplicate and distribute the Mark pursuant to the terms and conditions of this license for a term of **10 year(s)** from the date of execution by both parties but not to exceed the duration of the **Joint Powers Agreement** between the Department, Licensee, and Turlock Irrigation District. This License is intended to run concurrently with the **Joint Powers Agreement** and shall automatically terminate upon early termination of said agreement. Licensee shall own all right, title and interest in and to the new works created; provided, however, that the Department shall retain all right, title and interest in and to the Mark provided hereunder.

This license shall authorize the use of the Mark and associated goodwill, in connection with the following only:

**Joint Powers Agreement # P23OT010 for the management of Turlock Lake SRA**

Any additional use shall require written permission and/or the payment of fees. This permission is non-transferable and non-sublicenseable (except as described above). This is not an exclusive privilege to the user, and the Department reserves the right to make the Mark available to others.

One copy of any published work or product using the Mark pursuant to this grant of license must be provided to the Department at no cost to the Department unless agreed otherwise in writing. Licensee shall not modify or alter the Mark in any way without prior written approval from the Department.

All uses of the California State Parks logo must be accompanied by the trademark symbol ®.

IN NO EVENT SHALL THE DEPARTMENT BE LIABLE FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT. THE DEPARTMENT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PERMISSION TO USE THE MARK IS GRANTED "AS IS."

Licensee agrees to indemnify, protect, hold harmless, and defend the Department from and against any liability that might arise from any and all use of the Mark by Licensee, its licensees, successors or assigns.

Licensee agrees to pay the Department, upon acceptance of this Agreement, all expenses as follows:

**No additional charge.**

Goodwill and Quality Control

A. Licensee recognizes the great value and goodwill associated with the Mark and acknowledges that such goodwill belongs to the Department. Licensee further acknowledges that the Mark have acquired a secondary meaning among the public. Licensee agrees not to take any action that could be detrimental to the goodwill associated with the Mark or to the Department.
B. The Department shall have the right to approve the quality of any reproduction of the Mark on any materials, as well as the associational use or co-joining of the Mark with any event, cause, or third party. The Department shall not unreasonably withhold such approval.
C. Licensee agrees to inspect and approve its own sponsored uses of the Mark to ensure quality and content of materials, consistent with the good will represented by the Mark.

Third Party Infringement

The Department, at its sole discretion, shall take whatever action it deems advisable in connection with any unauthorized use of the Mark by a third party. The Department shall bear the entire cost and expense associated with any such action, and any recovery or compensation that may be awarded or otherwise obtained as a result of any such action shall belong to the Department.

**The provisions above constitute page 1 of 2 of this agreement. Page 2 must be initialed by both parties for this agreement to be valid.**

**AGREED AND ACCEPTED**

| State of California<br>Department of Parks and Recreation | | LICENSEE<br>Stanislaus County | |
|---|---|---|---|
| BY<br>▷ | DATE | BY<br>▷ | DATE |
| PRINTED NAME OF PERSON SIGNING<br>Armando Quintero | | PRINTED NAME AND TITLE OF PERSON SIGNING | |
| TITLE<br>Director | DISTRICT/SECTION<br>California State Parks | ADDRESS<br>3800 Cornucopia Way, Suite D, Modesto, CA 95358 | |
| PHONE NO.<br>916 653-8380 | EMAIL | PHONE NO.<br>209-525-6750 | EMAIL |

03/2005

**The provisions below constitute page 2 of 2 of this agreement. This page must be initialed by both parties for this agreement to be valid.**

Ownership Rights
Licensee acknowledges the Department's exclusive right, titles and interest in and to the Mark. Licensee further covenants that it shall not at any time challenge or contest the validity, ownership, title and registration of the Department in and to the intellectual property or the validity of this License. Licensee's use of the Mark shall inure to the benefit of the Department. If Licensee acquires any trade rights, trademarks, equities, titles, or other rights in and to the Mark, by operation of law, usage, or otherwise, Licensee shall, upon the expiration of this License, assign and transfer the same to the Department without any consideration other than the consideration of the License.
All rights not specifically transferred by this License are reserved to the Department.

Termination
A. The Department shall have the right to terminate the License without cause upon sixty (60) days notice, whereupon all rights granted herein shall revert immediately to the Department.
B. Upon early termination by the Department or by expiration of the License, the License shall terminate, Licensee's rights shall cease immediately and Licensee shall discontinue all use of the Mark and/or other licensed property at once. Licensee shall dispose of all goods, works and materials bearing or relating to the Mark in accordance with the Department's instructions.

No Partnership or Agency Created
Nothing herein shall be construed to constitute the parties hereto as partners or joint venturers, nor shall any similar relationship be deemed to exist between them. Further, nothing in this License shall make one party the agent of the other, and neither party has power or authority to bind the other.

Applicable Law
This License shall be construed in accordance with the laws of the State of California; Licensee consents to jurisdiction of the courts of Sacramento, California.

Integration
This License, the **Joint Powers Agreement**, and Attachment 1, attached hereto constitute the entire agreement between the parties hereto and shall not be modified, amended, or changed in any way except by written agreement signed by both parties hereto. This License shall be binding upon and shall inure to the benefit of the parties, their successors, and assigns.

Notices
All notices and reports to be sent to the Department shall be in writing and shall be mailed or delivered to California Department of Parks and Recreation, Partnerships Office, PO Box 942896, Sacramento, CA 94296-0001. All notices to be sent to Licensee shall be mailed or delivered to the address specified on the first page of the License form. All notices and reports shall be deemed delivered immediately upon personal delivery , or, if mailed, three (3) days after being deposited in the United States mail system, postage prepaid, first class mail, and properly addressed. The Department and Licensee shall provide notice to the other of any change in address.

Modifications
This License may not be modified except by a written instrument, signed by both parties, making specific reference to this License by date, parties and subject matter.

Severability
The invalidity or unenforceability of any provision of this License, or the invalidity or unenforceability of any provision of this License as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any of the other provisions of this License or any other applications of such provisions, as the case may be.

Attorneys Fees
If litigation becomes necessary to secure compliance with the terms and conditions of this License, to recover damages and/or to terminate the License, the prevailing party in any legal action shall be entitled to recover reasonable attorney fees and expenses incurred.

**AGREED AND ACCEPTED**

| LICENSOR'S INITIALS | DATE | LICENSEE'S INITIALS | DATE |
|---|---|---|---|
| ▷ | | ▷ | |

# EXHIBIT E, Attachment 1– License/Permission for Use of Trademarks

**California State Parks License/Permission for Use of Trademarks - Exhibit A**

**Logo Use by External Entities**

Use of the logo is restricted to Department publications and activities, unless the Department allows otherwise. Use of the logo by external entities must not be allowed unless any association created through use of the logo is consistent with promoting the goodwill of the Department and the Department's goals. Logo use by external entities must be documented with specific licensing language, signed by both parties, either as part of a contract or as a stand-alone licensing agreement. When the Department allows the logo to be used by an external entity on material not copyrighted to the Department, the following policies apply:

- A written license agreement must be executed by the Department and the third party entity, confirming the terms and conditions of use. This may be incorporated into an existing agreement (e.g., a cooperating association contract, concession contract, or donor agreement) or may be crafted as a separate license agreement. Separate license agreements must be approved by the Interpretation and Education Division.
- The logo may not be the most prominent design element (unless the license agreement states otherwise, such as when the logo is used on uniforms and merchandise).
- The logo may not be used in a manner that implies editorial content has been authored by or represents the views or opinions of the Department.
- The logo may not be used in any venue that displays adult content, promotes gambling, involves the sale of tobacco or alcohol, or otherwise violates applicable law.
- The logo may not be used in a manner that is determined by the Department in its sole discretion to be misleading, defamatory, infringing, libelous, disparaging, obscene, or otherwise objectionable.
- For each specific use of the logo (except in the cases of use by cooperating associations and concessionaires), advance approval must be obtained from the Chief of the Interpretation and Education Division.

1. **Visual Display of the Logo**

Unless otherwise authorized by the Chief of the Interpretation and Education Division, use the logo only as represented in these Guidelines.

Registration Symbol

- Because the logo is a trademark registered with the U.S. Patent and Trademark Office, the registration symbol ® must be used in connection with each use of the logo, unless it is infeasible from a design or fabrication standpoint (such as for patches or decals).

Logo Components

- Do not alter the logo components or use the components of the logo separately. For instance, the bear cannot be used alone or replaced with another element and/or the lettering cannot be used without the bear or replaced with different words.
- The font used for the text in the logo is Lithos. The text in the logo has been converted so that users do not need to have this font loaded on their computers in order to reproduce the logo.

Colors

- It is best to reproduce the logo using the Pantone (PMS) colors shown below. When reproducing these colors in four-color process inks (CMYK), or on screen (RGB), the screen tints listed below should be used. The following Pantone colors are used in the design of the logo: PMS 123-Yellow,

PMS 281-Blue, PMS 364-Green, PMS 490-Brown, PMS 4715 Brown (outline). The yellow background is a gradation of PMS 123. No other colors may be used in the four-color version of the logo.

| | | |
|---|---|---|
| PMS 123-Yellow | CMYK: C-0, M-21, Y-88, K-0 | RGB: R-253, G-200, B-47 |
| PMS 281-Blue | CMYK: C-100, M-85, Y-5, K-20 | RGB: R-0, G-38, B-100 |
| PMS 364-Green | CMYK: C-73, M-9, Y-94, K-39 | RGB: R-66, G-119, B-48 |
| PMS 490-Brown | CMYK: C-29, M-85, Y-54, K-72 | RGB: R-91, G-43, B-47 |
| PMS 4715-Brown | CMYK: C-13, M-47, Y-43, K-38 | RGB: R-150, G-109, B-91 |

- Do not convert the four-color logo to grayscale. Instead use the black-and-white version of the logo.
- Do not copy the four-color logo on a black ink photocopier (except in the case of providing printouts of presentations that use the logo). Instead the black-and-white version of the logo should be used.
- The logo, in both four-color and black-and-white, may be used on colored paper and fabric.
- When printing in one or two colors, use the black-and-white version of the logo in a color being used for printing. When printing in two colors, the logo should be printed in the darker of the two colors.
- When embroidering the logo or screening it onto fabric, use the four-color version of the logo or reproduce the logo in any single color. Do not reproduce the logo in any two- or three-color combinations.

Appearance

- The logo must always appear clear and crisp. In order to meet this requirement, it should be printed at a minimum of 300 DPI.
- Do not tilt, skew, or distort the logo.
- In order to maintain clarity, do not use the logo at a size smaller than 5/8” in diameter.
- Reproduce the logo only from camera-ready proofs or electronic printing files. Do not redraw or trace the logo.
- Do not download and use the logo from the Department’s web site. It is not suitable due to its low resolution.

Placement

- Do not crop, overprint, screen or superimpose the logo or print it behind art or copy.
- To make sure the logo stands out clearly, it must be placed within an area of unobstructed space. This also applies to the placement of the logo relative to the edge of a page or screen. There are two ways to determine the clear zone around the logo:

  1. The space must be the height of the letter “I” in the word “CALIFORNIA” in the logo.

  2. The space must be approximately 1/8 of the width of the logo. For example, if the logo is 2 inches across, then the clear zone would measure 1/4 of an inch.



# ATTACHMENTS

# EXHIBIT B TO JPA # P23OT010 - PARK IMPROVEMENTS ASSESSMENT

STANISLAUS COUNTY
PARKS & RECREATION

# TURLOCK LAKE
# STATE RECREATION AREA

2260 LAKE ROAD, LA GRANGE, CA 95329



## PARK IMPROVEMENTS ASSESSMENT

RED INC ARCHITECTS

STANISLAUS COUNTY
PARKS & RECREATION

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RED INC ARCHITECTS

# TURLOCK LAKE INTRODUCTION

## Background:

This report provides the findings, recommendations and estimates from the site visit assessment conducted on August 8th, 2023. In assessing the condition of the buildings, parking areas, recreation areas, and accessory buildings, RED Inc Architects identified those items that are in need of repair and/or replacement. The repair and/or replacement was determined by the severity of the existing condition of the building or the unsafe condition it may have become.
Elements that were observed and assessed included those listed below:

## Architectural Elements:

Visual examinations of exterior and interior conditions of the building were conducted. Exterior walls, doors, windows, and roof materials were visually observed for deficiencies and life safety concerns. Accessibility throughout the area is non-compliant and many access barriers were observed and will need to be mitigated.

## Mechanical/Electrical/Plumbing Elements:

Visual examinations of mechanical, electrical, and plumbing systems were conducted. Most of the systems visually observed had been vandalized and/or removed from the building and could not be verified.

## Life Safety:

The buildings are not occupiable at this time and present a safety hazard in current condition.

## Evaluation and Findings:

We broke out the site into 4 different areas as follows:
Area A – Day Use Area (1&2) and Boat Launch
Area B – Restroom #2 Lower Parking area and Pump House
Area C – Restroom #3 and Parking Area
Area D – Maintenance and Operations and Secondary Pump House/Tank

**Area A** - The assessment of Area A resulted in a renovation to the existing restroom structure that currently exists. The structure has been vandalized but appears to be in fair enough condition for an extensive renovation to bring it to a usable state. The Entry building is being recommended to be demolished and replaced. This can be replaced with a prefabricated pre-engineered Entry Building. The entire area would be cleared and grubbed with new irrigation and general tree cleanup and maintenance. Along the frontage of Area A and Area B, the existing damaged wood split rail fence will be removed and replaced with a chain-link fence and vehicular gate at the vehicle entrance. The entire parking and paving area would be renovated by grind/overlay/slurry seal and striping. ADA accessible parking stalls and accessible paths would need to be created. There is a portion of the retaining wall system that seems to be failing and would be removed and the area would be backfilled and re-graded. The perimeter guard railing at the remainder of the retaining wall would be removed and replaced. The existing boat dock would be removed and replaced.

**Opinion of Probable Costs for Area A: $1,490,026** (preliminary opinion of probable construction costs with detailed breakdown is included in Exhibit C of this report)*

**Area B** - The assessment of Area B resulted in Clear and grub the entire area and replant and trim trees. The fire department connection needs to be replaced. The restrooms should be demolished and replaced with a new prefabricated restroom. The pump house looks to be in a condition that can be renovated. The parking and paving area would be renovated by grind/overlay/slurry seal and striping. ADA accessible parking stalls and accessible paths would need to be created.

**Opinion of Probable Costs for Area B: $1,100,366** (preliminary opinion of probable construction costs with detailed breakdown is included in Exhibit C of this report)*

**Area C** - The assessment of Area C resulted in clear and grub the entire area trim and address overgrown trees. The restrooms should be demolished and replaced with a new pre-fabricated restroom building. The parking and paving area would be renovated by grind/overlay/slurry seal and striping. ADA accessible parking stalls and accessible paths would need to be created.

**Opinion of Probable Costs for Area C: $512,870** (preliminary opinion of probable construction costs with detailed cost breakdown is included in Exhibit C of this report)*

**Area D** - The assessment of Area D resulted in clear and grub the entire area. Trim and address overgrown tree canopies. The warehouse and shop buildings along with the Pump House, appear to be heavily damaged and vandalized. The buildings appear to be salvageable with an extensive renovation and repair of each. The parking and paving area would be renovated by grind/overlay/slurry seal and striping. ADA accessible parking stalls and accessible paths would need to be created.

**Opinion of Probable Costs for Area D: $751,017** (preliminary opinion of probable construction costs with detailed cost breakdown is included in Exhibit C of this report)*

** All the opinions of probable costs presented in this assessment report are for construction only. An opinion of probable costs does not take into account items such as; project management, design and engineering fees, legal, inspection services, consulting services, permitting, code review/plan check fees, impact fees, hazardous material testing and abatement, soil testing, owner contingency, and construction contingency. These items are typically an additional 35% of the overall construction cost amount and will need to be added to the project budget.*

STANISLAUS COUNTY
PARKS & RECREATION

# EXHIBIT A

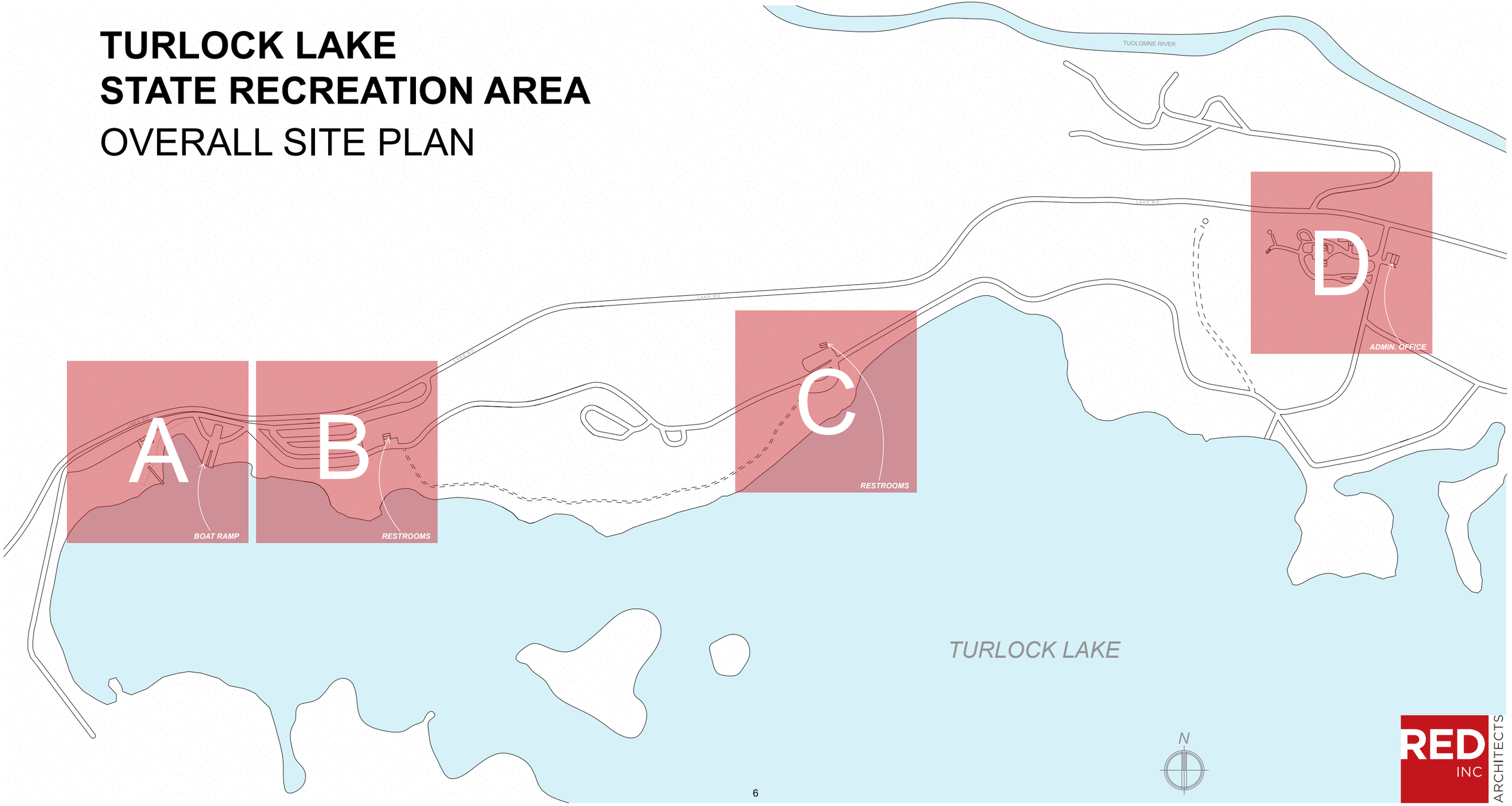
# SITE PLANS

RED INC ARCHITECTS

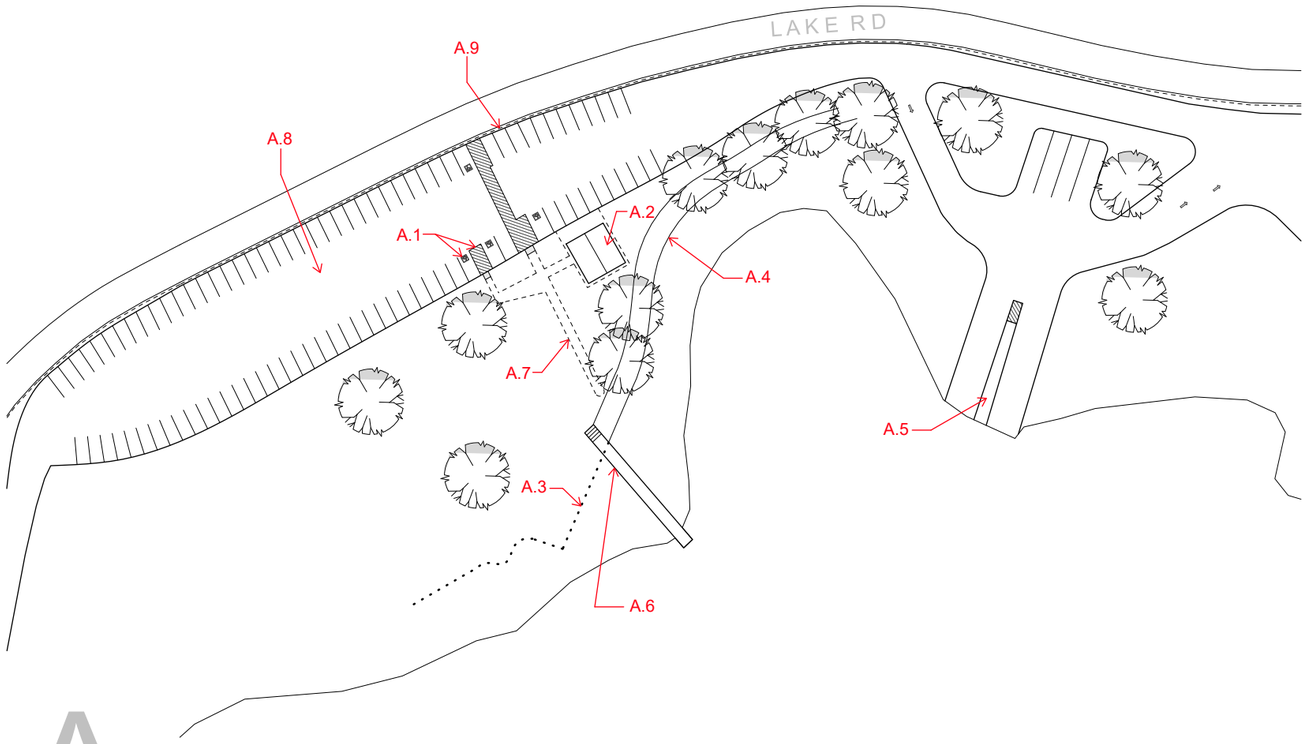
STANISLAUS COUNTY
PARKS & RECREATION

Stanislaus County

# TURLOCK LAKE
# STATE RECREATION AREA
## OVERALL SITE PLAN




RED INC ARCHITECTS




A

*GENERAL NOTES: CLEAN AND GRUB ALL LANDSCAPE AREAS, PRUNE EXISTING TREES AND REMOVE DEAD TREES AND SHRUBS*

A.1 PROVIDE NEW CONCRETE PAD AT ACCESSIBLE PARKING STALLS AND LOADING ZONE MEETING MAX. 2% CROSS SLOPE EACH DIRECTION - PROVIDE NEW STRIPING - RELOCATE 1 ACCESSIBLE STALL
A.2 RESTROOM BUILDING RENOVATION - SEE PAGE 2
A.3 REMOVE SECTION OF EXISTING CONCRETE RETAINING WALL SHOWN DASHED - REGRADE SOIL
A.4 DEMO EXISTING GALV. PIPE RAILING ALONG LENGTH OF RETAINING WALL - REPLACE WITH NEW 42" HIGH GUARDRAIL
A.5 DEMO AND REPLACE EXISTING BOAT DOCK - SEE PAGE 3
A.6 PROVIDE NEW CMU RETAINING WALL SLOPING WITH NEW ADJACENT GRADE - PROVIDE NEW 42" GUARD RAIL ON TOP OF WALL
A.7 DEMO AND REPLACE EXISTING WALKWAY WITH NEW CONCRETE WALKWAY WITH MAX. 5% RUNNING SLOPE AND 2% CROSS SLOPE
A.8 GRIND AND SEAL ENTIRE PARKING LOT AND DRIVEWAYS - PROVIDE NEW STRIPING THROUGHOUT
A.9 REMOVE SPLIT RAIL FENCING ALONG ENTIRETY OF FRONTAGE AT DAY USE AREA PARKING LOT AND REPLACE WITH NEW CHAIN LINK FENCE WITH SLIDING GATE AT ENTRY


A.1 EXISTING ADA PARKING STALLS

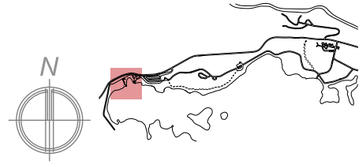

A.7 EXISTING WALK WAY

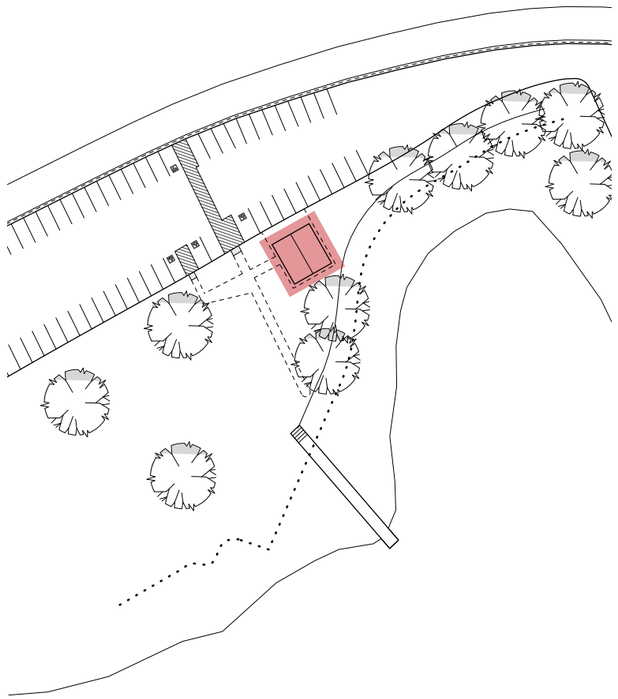

A.3 EXISTING RETAINING WALL


A.4 EXISTING RAILING


A.3 & A.4 EXISTING RAILING AT RETAINING WALL


A.9 EXISTING FENCE





# A.2

*EXISTING STRUCTURE HOLDS A TOTAL OF SIX RESTROOMS. PIPE WELL WAS BROKEN INTO, ALL COPPER WATER SUPPLY WAS VANDALIZED AND REMOVED. WATER IS SUPPLIED BY THE WELL AND PUMP STATION ON SITE LOCATED AT THE LOWER LEVEL PUMPHOUSE. WASTE IS CONNECTED TO* ADJACENT SEPTIC



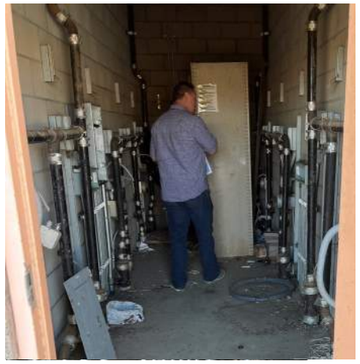
A.2.1 EXISTING RESTROOM EXTERIOR



A.2.7 EXISTING RESTROOM INTERIOR



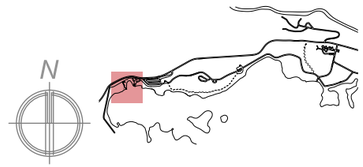
A.2.6 EXISTING RESTROOM ELECTRICAL PANEL

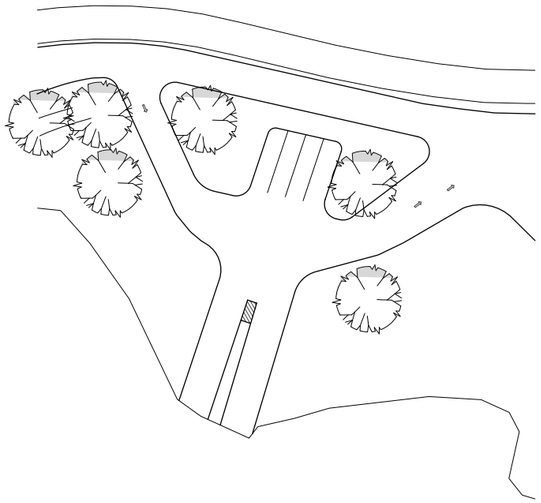


A.2 EXISTING RESTROOM PIPEWELL

A.2 RESTROOM BUILDING RENOVATION:

A.2.1 REMOVE GRAFFITTI AND REPAINT EXTERIOR DOORS AND FRAMES
A.2.2 PROVIDE NEW BACKFLOW PREVENTER
A.2.3 INSPECT AND FLUSH OUT EXISTING SEWER LINES
A.2.4 RE-WIRE EXISTING ELECTRICAL AND LIGHTING
A.2.5 PROVIDE NEW LED LIGHT FIXTURES THROUGHOUT BUILDING
A.2.6 PROVIDE NEW MAIN ELECTRICAL MAIN PANEL AND METERS AND SUB PANEL
A.2.7 REMOVE ALL FIXTURES AND FINISHES AT RESTROOM INTERIORS AND REPLACE IN-KIND







A.3 EXISTING BOAT RAMP



A.3.1 EXISTING PAVING



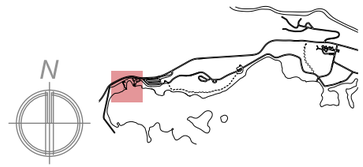
A.3 EXISTING BOAT RAMP

# A.3

*EXISTING BOAT RAMP BOARDS ARE SUN BEATEN, SPLINTERED AND NEED REPAIR. RUST WAS NOTED ON FLOATING FOUNDATION. THE PAVING AND CONCRETE TRANSITION TO THE BOAT RAMP IS DETERIORATING.SYSYTEM. BACKFLOW WAS VANDALIZED AND REMOVED.*

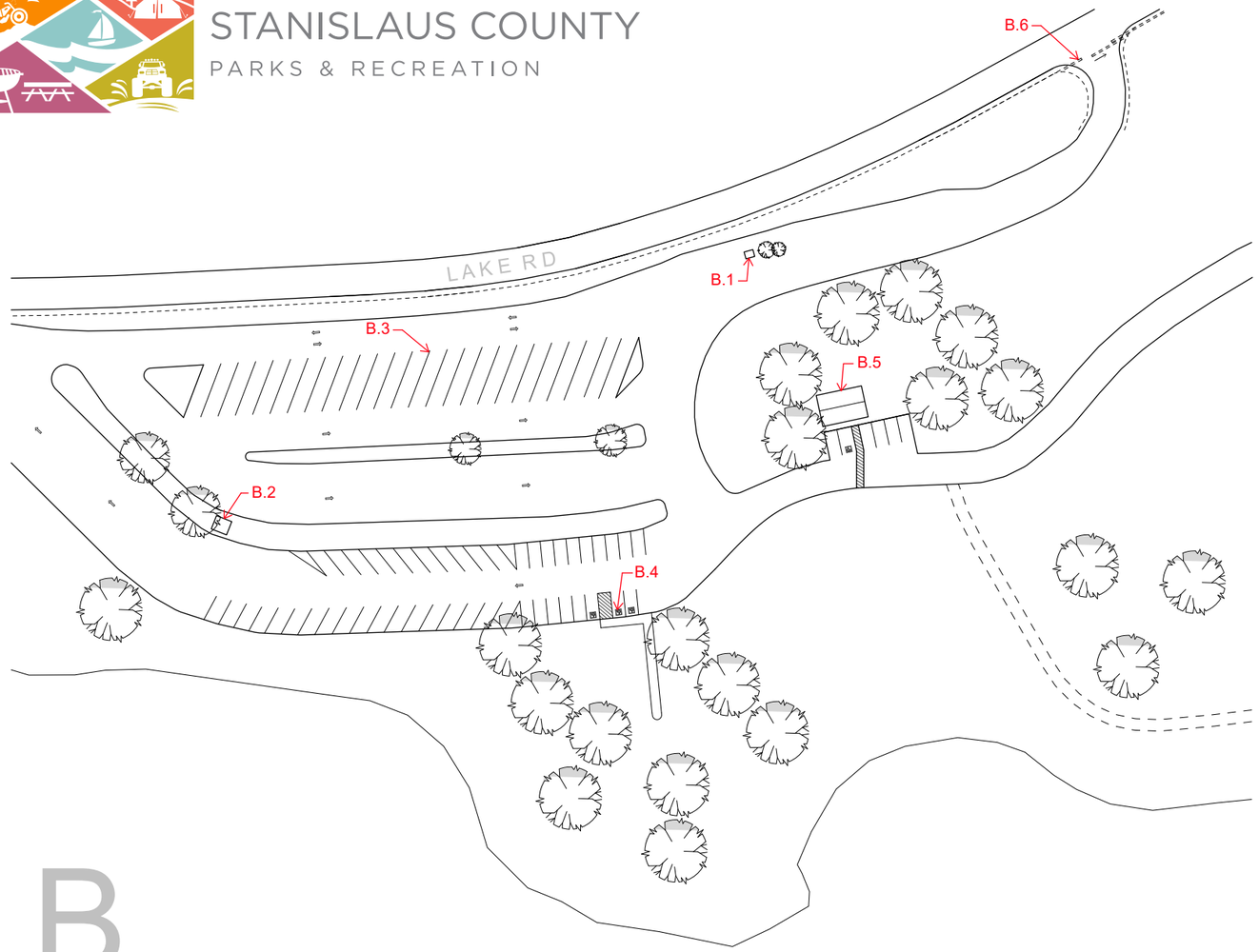
A.3 DEMO AND REPLACE EXISTING BOAT RAMP

A.3.1 GRIND AND SEAL ENTIRE PARKING LOT AND DRIVEWAYS - PROVIDE NEW STRIPING THROUGHOUT



STANISLAUS COUNTY
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Stanislaus County




B

*GENERAL NOTES: CLEAN AND GRUB ALL LANDSCAPE AREAS, PRUNE EXISTING TREES AND REMOVE DEAD TREES AND SHRUBS*

B.1 DEMO EXISTING ENTRY STATION BUILDING AND SLAB - PROVIDE NEW CONCRETE SLAB AND UTILITIES FOR NEW PRE-FABRICATED ENTRY BUILDING

B.2 PROVIDE NEW ROOF AND DOOR AT EXISTING PUMPHOUSE - ENCLOSE EXISTING WINDOW - REPAINT EXTERIOR

B.3 GRIND AND SEAL ENTIRE PARKING LOT AND DRIVEWAYS - PROVIDE NEW STRIPING THROUGHOUT

B.4 PROVIDE NEW CONCRETE PAD AT ACCESSIBLE PARKING STALLS AND LOADING ZONE MEETING MAX. 2% CROSS SLOPE EACH DIRECTION - PROVIDE NEW STRIPING - RELOCATE 1 ACCESSIBLE STALL

B.5 DEMO EXISTING RESTROOM BUILDING AND SLAB - LOCATE AND CAP ALL UTILITIES. PROVIDE NEW CONCRETE SLAB AND UTILITIES FOR NEW PRE-FABRICATED RESTROOM BUILDING "THE PUBLIC RESTROOM COMPANY SS-242 OR EQUAL.

B.6 REMOVE SPLIT RAIL FENCING ALONG ENTIRETY OF FRONTAGE AT DAY USE AREA PARKING LOT AND REPLACE WITH NEW CHAIN LINK FENCE WITH SLIDING GATE AT ENTRY




B.1 EXISTING ENTRY STATION



B.2 EXISTING PUMP HOUSE



B.3 EXISTING PARKING LOT



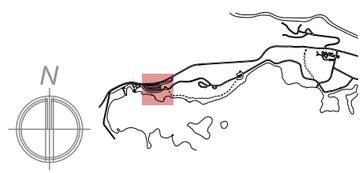
B.4 EXISTING ADA PARKING STALLS



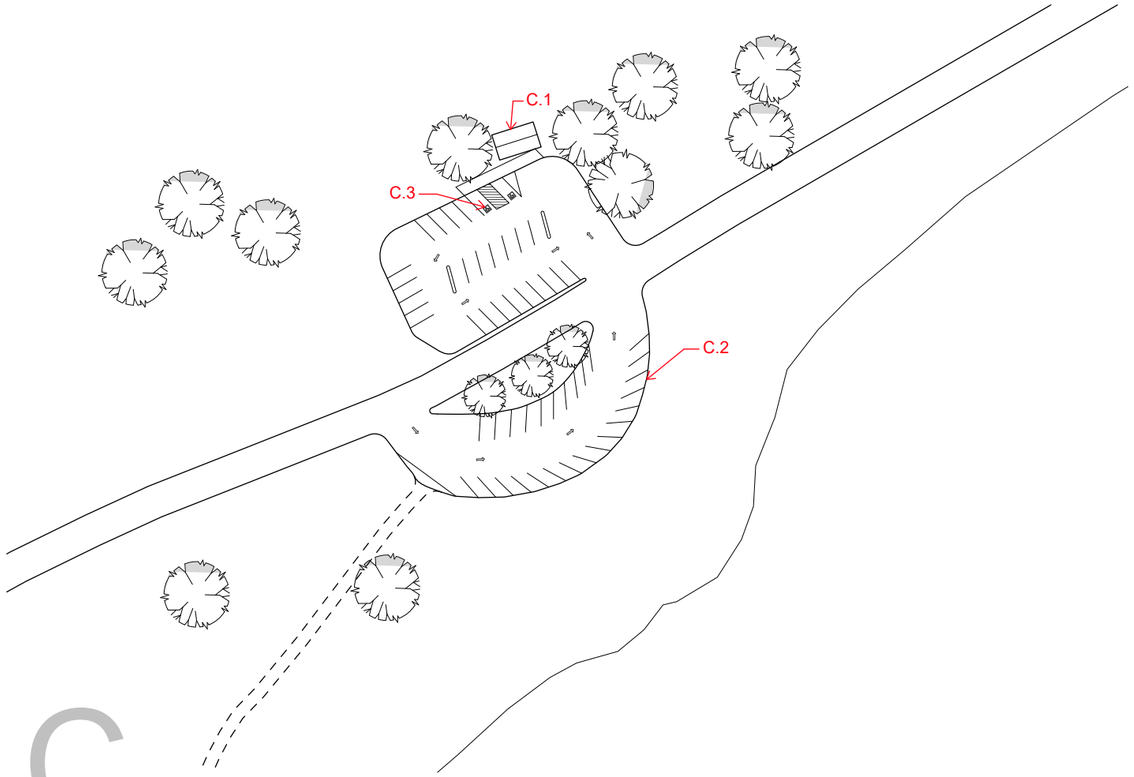
B.5 EXISTING RESTROOMS




B.5 NEW RESTROOM DESIGN




RED INC ARCHITECTS

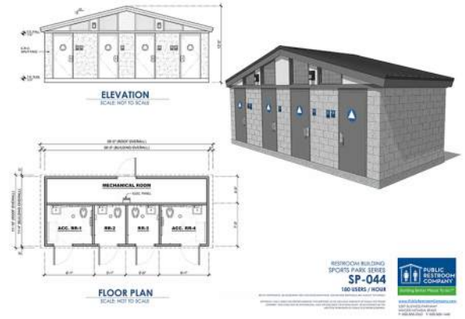



C

*GENERAL NOTES: CLEAN AND GRUB ALL LANDSCAPE AREAS, PRUNE EXISTING TREES AND REMOVE DEAD TREES AND SHRUBS*



C.1 EXISTING RESTROOMS




C.1 NEW RESTROOM DESIGN

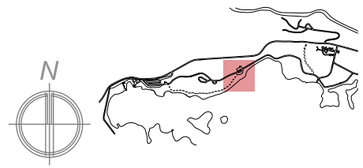


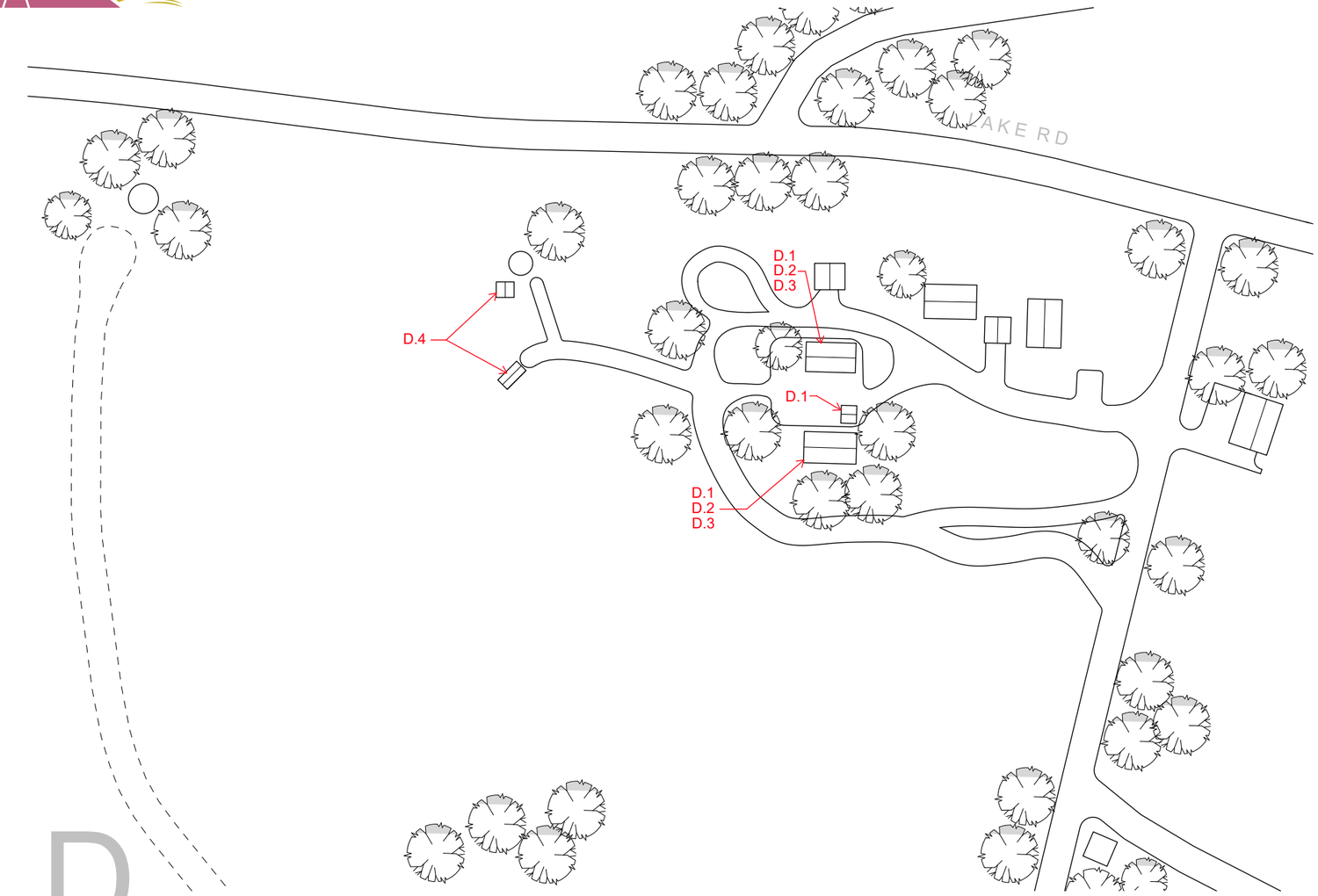
C.2 EXISTING PARKING LOT

C.1 DEMO EXISTING RESTROOM BUILDING AND SLAB - LOCATE AND CAP ALL UTILITIES. PROVIDE NEW CONCRETE SLAB AND UTILITIES FOR NEW PRE-FABRICATED RESTROOM BUILDING "THE PUBLIC RESTROOM COMPANY SP-044 OR EQUAL.

C.2 GRIND AND SEAL ENTIRE PARKING LOT AND DRIVEWAY - PROVIDE NEW STRIPING THROUGHOUT

C.3 PROVIDE 2 NEW ACCESSIBLE PARKING STALLS AND LOADING ZONE MEETING MAX. 2% CROSS SLOPE EACH DIRECTION- PROVIDE ACCESSIBLE CONCRETE WALKWAY TO NEW RESTROOM BUILDING






D

*GENERAL NOTES: CLEAN AND GRUB ALL LANDSCAPE AREAS, PRUNE EXISTING TREES AND REMOVE DEAD TREES AND SHRUBS*



D.1 EXISTING WAREHOUSE



D.2 EXISTING SHED



D.3 EXISTING LAKE SHOP



D.4 EXISTING SECONDARY PUMP HOUSE

D.1 REPAIR SIDING, TRIM AND WINDOWS AT EXISTING WAREHOUSE, LAKESHOP AND SHED. REMOVE AND REPLACE ROOFING WITH NEW COMPOSITION SHINGLES AND NEW GUTTER/DOWNSPOUTS

D.2 REMOVE AND REPLACE ROLL-UP DOORS AT EXISTING WAREHOUSE AND LAKESHOP BUILDINGS

D.3 PROVIDE NEW ELECTRICAL POWER AND LIGHTING AT EXISTING WAREHOUSE AND LAKESHOP BUILDINGS

D.4 REPAIR ELECTRICAL AND REPLACE PANELS AT EXISTING SECONDARY PUMPHOUSE



STANISLAUS COUNTY
PARKS & RECREATION

# EXHIBIT B

# SITE PHOTOS

RED INC ARCHITECTS

## Area A: Perimeter Fencing



## Area A: Parking Lot



## Area A: Picnic Area/Site Furnishings



## Area A: Retaining Wall



## Area A: Retaining Wall



## Area A: Day-Use Restrooms



## Area A: Day-Use Restrooms





## Area A: Boat Launch/Ramp





## Area B: Entry Station




## Area B: Pump House/Restrooms/Changing Rooms





## Area C: Ski beach Restrooms/Changing Rooms





## Area D: Workshop/Storage Warehouse





STANISLAUS COUNTY
PARKS & RECREATION

# EXHIBIT C

# OPINION OF PROBABLE COSTS

RED INC ARCHITECTS

## PREFACE TO OPINION OF PROBABLE COST

The Opinion of Probable Cost hereunder has been compiled from drawings and specifications believed to be an accurate portrayal of the project as drawn and indicated by the architect and/or engineers on drawings. If said drawings and specifications are incomplete, the project cost engineer has included those items which would usually appear in final drawings and specifications for a complete project in a manner ordinarily prudent under the circumstances. Specialty items unknown to the cost engineer will not normally be included unless communicated through the architect and/or engineers.

The user is cautioned that changes in the scope of the project or the drawings and specifications after the Opinion of Probably Cost has been submitted can cause cost changes and the cost engineer should be notified for appropriate addenda to be issued to the Opinion of Probable Cost.

Escalation has been added to the Opinion of Probable Cost to the anticipated midpoint of construction on the whole project. The escalation is based on a starting date believed to be accurate; however, unwarranted delays should be cause for added escalation at the current rate.

The Opinion of Probable Cost has also been adjusted for geographical location based on local material and labor rates as well as local construction practice in a prevailing wage environment.

In the current Seller's market for construction, our experience shows the following results on competitive bids, as a differential from final Opinion of Probable Cost.

| | |
|---|---|
| 1 Bid, (Sole Sourced or Negotiated) | + 15% to +38% |
| 2 - 3 Bids | + 8% to +12% |
| 4 - 5 Bids | + 4% to - 4% |
| 6 - 7 Bids | - 5% to - 7% |
| 8 or more bids | - 8% to - 20% |

***Accordingly, it is extremely important that the owner maintain continuous contact with the bidders during the bid period to assure a minimum of 4 - 5 Bids***

**Opinion of Probable Cost**

An Opinion of Probable Cost of cost shall be construed as an indefinite evaluation of cost based on similar structures, produced from plans and/or criteria during early stages of design commonly indicated as schematic or concept level. The cost engineer will add items which are not on the plans and use judgment but cannot know in total what the architect/engineer will later include.

In providing Opinion of Probable Costs, the Client understands that the consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's Opinion of Probable Costs are made on the on the basis of the Consultant's professional judgment and experience and historical costs and data as the basis of pricing. The Consultant makes no warranty, express or implied than the bids or the negotiated cost of the work will not vary from the Consultant's Opinion of Probable Cost.

The Opinion of Probable Cost is comprised of a survey of the quantities measured from the plans and specifications beyond the schematic stage commonly known as design development or working drawings. The estimator will add those items which may not appear on the plans but which he deems may latter be included by the Architect & Engineers.
The total cost is based on the work being performed by a single prime contractor in a continuous phase with construction.

The Opinion of Probable Cost will make the assumption that the following will be covered separately or not required for this project, unless specifically noted.

1. Hazardous abatement
2. Offsite work
3. Utility company fees, unless otherwise noted.
4. Any unforeseen subterranean conditions or objects

**CONTINGENCY**

The Owner and the Consultant agree that certain costs and changes may be required, and therefore, the final construction cost of the Project may exceed the Opinion of Probable Cost.

**BID**

An offer to enter into a contract at a fixed price good for a limited length of time.

**County of Stanislaus**
**Turlock Lake**
**Park Improvements Report**

Sierra West Group
CONSTRUCTION CONSULTANTS

**SITE SUMMARY**

AC: 14.97

**ARCHITECT:** **RED Inc, Architects**

DATE: 22-Feb-24

| DESCRIPTION | | | AREA COST | COST PER ACRE | TOTAL AREA COST |
|---|---|---|---|---|---|
| AREA 'A' | SUBTOTAL-DAY USE AREA (1&2) AND BOAT LAUNCH | | $1,490,026 | $99,548 | **2,140,566** |
| AREA 'B' | SUBTOTAL-RESTROOM #2, LOWER PARKING AND PUM | | $1,100,366 | $73,515 | **1,580,782** |
| AREA 'C' | SUBTOTAL-RESTROOM #3 AND PARKING | | $512,870 | $34,265 | **736,787** |
| AREA 'D' | SUBTOTAL- M&O AND SECONDARY PUMP HOUSE & T/ | | $751,017 | $50,175 | **1,078,908** |
| **TOTAL SUBCONTRACT COST** | | | **$3,854,279** | **$257,504** | |
| 19.0 | GENERAL CONDITIONS | 8.0% | $308,342 | | |
| 20.0 | CONTINGENCY - UNDOCUMENTED NEEDS | 15.0% | $624,393 | | |
| 22.0 | OVERHEAD & PROFIT | 5.0% | $239,351 | | |
| 23.0 | BONDS AND INSURANCE | 2.0% | $100,527 | | |
| **SUBTOTAL MARK UPS** | | | **$1,272,614** | | |
| **SUBTOTAL CONSTRUCTION - TODAY'S DOLLARS** | | | **$5,126,893** | | |
| | | | Annual Inflation | | |
| 20.0 | Escalation - 8% Annual | 1 YR | $410,151 | | |
| **TOTAL HARD CONSTRUCTION** | | | **$5,537,044** | **$369,929** | |

**SOFT COSTS - Not included in Current Cost Estimate**

These costs are related to those items in a project that are necessary to prepare and complete the non-construction needs of the project. Soft costs include the architect's fees, the construction management services, the engineering reports and fees, the appraisal fee, the toxic report fee, owner contingencies, inspections, bidding/ award costs, any government fees - including the plan check fee, the cost of the building permit, any assessments, any sewer and water hook-up fees. These costs are related to those items in a project that are necessary to prepare and complete the non-construction needs of the project. Soft costs do not include construction, telecommunications, furnishings, fixed equipment, and expenditures for any other permanent components of the project.

RED INC ARCHITECTS

**County of Stanislaus**
**Turlock Lake**
**Park Improvements Report**

Sierra West Group
CONSTRUCTION CONSULTANTS

**ARCHITECT: RED Inc, Architects**

ACRES: 15
DATE: 9-Feb-24
BY: J. Moreno

## SITE WORK

| | DESCRIPTION | QUAN. | UNIT | UNIT COST | TOTAL |
|---|---|---|---|---|---|
| GENERAL | CLEAR AND GRUB | 180,000 | SF | $0.30 | $54,000 |
| GENERAL | IRRIGATION REPAIRS | 180,000 | SF | $1.00 | $180,000 |
| GENERAL | TRIM TREES | 1 | LOT | $10,000.00 | $10,000 |
| GENERAL | PARK DIRECTORY | 3 | EA | $5,000.00 | $15,000 |
| GENERAL | REPLACE 2.5" IRRIGATION BFPD | 2 | EA | $6,500.00 | $13,000 |
| GENERAL | ADA PICNIC TABLE W. DG PATHWAY | 2 | LOT | $7,500.00 | $15,000 |
| GENERAL | REPLACE ADA DRINKING FOUNTAIN | 2 | EA | $9,500.00 | $19,000 |
| GENERAL | ADD - SOLAR LIGHT POLES | 4 | EA | $5,500.00 | $22,000 |
| GENERAL | ADD -TRASH/ RECYCLE RECEPTACLES | 6 | EA | $2,500.00 | $15,000 |
| | **A.1 ADA PARKING STALLS/ CROSSINGS** | | | | |
| | SAWCUT AC PAVING | 200 | LF | $7.50 | $1,500 |
| | REMOVE AC PAVING | 2,200 | SF | $3.00 | $6,600 |
| | HEAVY DUTY PCC PAVING | 2,200 | SF | $25.00 | $55,000 |
| | ADA SIGNAGE/ STRIPING/ BULK STRIPING | 1 | LOT | $10,000.00 | $10,000 |
| | **A.2 RESTROOM BLDG RENOVATION** | | | | |
| | REPLACE ELECTRICAL MAIN SERVICE | 800 | AMP | $65.00 | $52,000 |
| | REPLACE BLDG DISTRIBUTION PANEL | 225 | AMP | $50.00 | $11,250 |
| | REPLACE PANEL FEEDERS | 60 | LF | $175.00 | $10,500 |
| | REPLACE LIGHTING | 360 | BLDGSF | $15.00 | $5,400 |
| | REPLACE CONVENIENCE DEVICES | 360 | BLDGSF | $10.00 | $3,600 |
| | EXTERIOR/ INTERIOR PAINT | 360 | BLDGSF | $20.00 | $7,200 |
| | REPLACE ALL P-FIXTURES W. TOP OUT PIPING | 12 | FIX | $4,500.00 | $54,000 |
| | REPLACE TOILET FITMENTS | 6 | STALLS | $750.00 | $4,500 |
| | REPLACE DOOR HARDWARE | 7 | EA | $750.00 | $5,250 |
| | SIGNAGE | 7 | EA | $200.00 | $1,400 |
| | MISC. VANDALISM REPAIRS ALLOWANCE | 360 | BLDGSF | $25.00 | $9,000 |
| | **A.3 REMOVE RETAINING WALL/ GRADING** | | | | |
| | REMOVE RETAINING WALL/ FOUNDATION | 150 | LF | $80.00 | $12,000 |
| | BACKFILL/ COMPACT | 24 | CYDS | $30.00 | $720 |
| | GRADING | 3,000 | SF | $1.50 | $4,500 |
| | GROUND COVER | 3,000 | SF | $2.50 | $7,500 |
| | **A.4 REMOVE AND REPLACE GUARD RAILING** | 300 | LF | $265.00 | $79,500 |
| | **A.5 REMOVE AND REPLACE BOAT DOCK** | 400 | SF | $100.00 | $40,000 |
| | **A.6 NEW RETAINING WALL W. RAILINGS** | | | | |
| | FOUNDATION | 29 | CYDS | $1,200.00 | $34,560 |
| | CMU WALL | 421 | SF | $75.00 | $31,590 |
| | WATERPROOFING | 421 | SF | $15.00 | $6,318 |
| | BACKFILL W. DRAINAGE PIPE | 86 | CYDS | $45.00 | $3,888 |
| | RAILINGS | 90 | LF | $225.00 | $20,250 |

RED INC ARCHITECTS

**County of Stanislaus**
**Turlock Lake**
**Park Improvements Report**

Sierra West Group
CONSTRUCTION CONSULTANTS

**ARCHITECT: RED Inc, Architects**

ACRES: 15
DATE: 9-Feb-24
BY: J. Moreno

## SITE WORK

| | | DESCRIPTION | QUAN. | UNIT | UNIT COST | TOTAL |
|---|---|---|---|---|---|---|
| | **A.7** | **REMOVE AND REPLACE WALKWAY** | 2,000 | SF | $25.00 | $50,000 |
| | **A.8** | **GRIND, OVERLAY, SLURRY SEAL & STRIPE** | 44,000 | SF | $5.75 | $253,000 |
| | | ADD - BOAT LAUNCH | 18,000 | SF | $5.75 | $103,500 |
| | **A.9** | **REPLACE SPLIT RAIL FENCING W. C.L.** | 2,100 | LF | $125.00 | $262,500 |
| | | **SUBTOTAL-DAY USE AREA (1&2) AND BOAT LAUNCH** | | | | **$1,490,026** |
| GENERAL | | CLEAR AND GRUB | 120,000 | SF | $0.30 | $36,000 |
| GENERAL | | TRIM TREES | 1 | LOT | $10,000.00 | $10,000 |
| GENERAL | | PARK DIRECTORY | 1 | EA | $5,000.00 | $5,000 |
| GENERAL | | REPLACE FIRE DEPARTMENT CONNECTION (FDC) | 1 | EA | $2,850.00 | $2,850 |
| GENERAL | | ADD - SOLAR LIGHT POLES | 2 | EA | $5,500.00 | $11,000 |
| GENERAL | | ADD -TRASH/ RECYCLE RECEPTACLES | 1 | EA | $2,500.00 | $2,500 |
| | **B.1** | **REPLACE RESTROOM BLDG** | | | | |
| | | DEMOLISH (E) R/R W. SLAB | 260 | SF | $15.00 | $3,900 |
| | | EXCAVATION/ PAD PREP | 340 | SF | $60.00 | $20,400 |
| | | UTILITY CONNECTIONS - WATER/ SEWER/ POWER | 40 | LF | $400.00 | $16,000 |
| | | NEW PRE-FAB RESTROOM BLDG | 1 | LOT | $305,000.00 | $305,000 |
| | | COORDINATE ADA PARKING WITH IMPROVEMENTS | 1 | LOT | $10,000.00 | $10,000 |
| | **B.2** | **PUMP HOUSE IMPROVEMENTS** | | | | |
| | | REPLACE MISSING WELL PUMP - 7.5HP | 1 | EA | $12,250.00 | $12,250 |
| | | REPLACE CHLORINATION FEEDER | 1 | LOT | $3,750.00 | $3,750 |
| | | REPLACE HYDRPNEUMATIC TANK - 250GAL | 1 | EA | $10,500.00 | $10,500 |
| | | PRESSURE SWITCH/ ROUGH IN PIPIG | 1 | LOT | $5,000.00 | $5,000 |
| | | DEMOLITION ROOF/ VANDALISM | 130 | SF | $5.00 | $650 |
| | | FASCIA | 70 | BF | $12.00 | $840 |
| | | FASCIA FLASHING | 50 | LF | $12.00 | $600 |
| | | GUTTERS & DOWNSPOUTS | 21 | LF | $30.00 | $630 |
| | | STANDING SEAM ROOFING | 130 | SF | $40.00 | $5,200 |
| | | SELF ADHERED WATERPROOF MEMBRANE | 130 | SF | $10.00 | $1,300 |
| | | EXTERIOR GYPSUM BOARD UNDERLAYMENT- 5/8" | 260 | SF | $5.00 | $1,300 |
| | | EXT. DOOR, FRAME & HARDWARE- HM 3070 | 1 | EA | $2,800.00 | $2,800 |
| | | GYPSUM BOARD TO CEILING | 100 | SF | $6.00 | $600 |
| | | PAINT INTERIOR & EXTERIOR | 774 | SF | $4.00 | $3,096 |
| | | PAINT TO DOORS | 1 | EA | $250.00 | $250 |
| | | DOOR SIGNAGE | 1 | EA | $75.00 | $75 |
| | | REPLACE PANEL- 240/120V N3R | 225 | AMP | $50.00 | $11,250 |
| | | PANEL FEEDER- 100A | 30 | LF | $80.00 | $2,400 |
| | | PANEL FEEDER- 60A | 20 | LF | $60.00 | $1,200 |

RED INC ARCHITECTS

**County of Stanislaus**
**Turlock Lake**
**Park Improvements Report**

Sierra West Group
CONSTRUCTION CONSULTANTS

**ARCHITECT: RED Inc, Architects**

ACRES: 15
DATE: 9-Feb-24
BY: J. Moreno

## SITE WORK

| | | DESCRIPTION | QUAN. | UNIT | UNIT COST | TOTAL | |
|---|---|---|---|---|---|---|---|
| | | MOTOR CONNECTION TO PUMP CONTROLLER- 7.5 HP | 1 | EA | $885.00 | $885 | |
| | | PUMP FEEDER- 70A | 20 | LF | $24.00 | $480 | |
| | | EQUIPMENT FEEDERS- 30A | 70 | LF | $24.00 | $1,680 | |
| | | BUILDING DISCONNECT- 60A WP | 1 | EA | $1,250.00 | $1,250 | |
| | | FUSED DISCONNECTS- 30A | 3 | EA | $900.00 | $2,700 | |
| | | LIGHT FIXTURE 'L'- EXT WALL PACK- 14W LED | 1 | EA | $850.00 | $850 | |
| | | INTERIOR LIGHT FIXTURES | 2 | EA | $350.00 | $700 | |
| | | OCCUPANCY SENSOR SWITCH | 1 | EA | $285.00 | $285 | |
| | | DUPLEX OUTLETS- WP GFI | 1 | EA | $285.00 | $285 | |
| | | WEATHERHEAD | 1 | EA | $850.00 | $850 | |
| | | RECONNECT (E) OVERHEAD SERVICE | 1 | EA | $1,200.00 | $1,200 | |
| | | DEVICE CONDUIT AND WIRE | 120 | LF | $14.00 | $1,680 | |
| | **B.3** | **GRIND, OVERLAY, SLURRY SEAL & STRIPE** | 100,000 | SF | $5.75 | $575,000 | |
| | **B.4** | **ADA PARKING STALLS/ CROSSINGS** | | | | | |
| | | SAWCUT AC PAVING | 120 | LF | $7.50 | $900 | |
| | | REMOVE AC PAVING | 760 | SF | $3.00 | $2,280 | |
| | | HEAVY DUTY PCC PAVING | 760 | SF | $25.00 | $19,000 | |
| | | ADA SIGNAGE/ STRIPING/ BULK STRIPING | 1 | LOT | $4,000.00 | $4,000 | |
| | | **SUBTOTAL-RESTROOM #2, LOWER PARKING AND PUMPHOUSE** | | | | **$1,100,366** | |
| GENERAL | | CLEAR AND GRUB | 40,000 | SF | $0.30 | $12,000 | |
| GENERAL | | TRIM TREES | 1 | LOT | $10,000.00 | $10,000 | |
| GENERAL | | PARK DIRECTORY | 1 | EA | $5,000.00 | $5,000 | |
| GENERAL | | ADD - SOLAR LIGHT POLES | 2 | EA | $5,500.00 | $11,000 | |
| GENERAL | | ADD -TRASH/ RECYCLE RECEPTACLES | 1 | EA | $2,500.00 | $2,500 | |
| | **C.1** | **REPLACE RESTROOM BLDG** | | | | | |
| | | DEMOLISH (E) R/R W. SLAB | 200 | SF | $15.00 | $3,000 | |
| | | EXCAVATION/ PAD PREP | 260 | SF | $60.00 | $15,600 | |
| | | UTILITY CONNECTIONS - WATER/ SEWER/ POWER | 40 | LF | $400.00 | $16,000 | |
| | | NEW PRE-FAB RESTROOM BLDG | 1 | LOT | $235,000 | $235,000 | |
| | | COORDINATE ADA PARKING WITH IMPROVEMENTS | 1 | LOT | $10,000.00 | $10,000 | |
| | **C.2** | **GRIND, OVERLAY, SLURRY SEAL & STRIPE** | 30,000 | SF | $5.75 | $172,500 | |
| | **C.3** | **ADA PARKING STALLS/ CROSSINGS** | | | | | |
| | | SAWCUT AC PAVING | 100 | LF | $7.50 | $750 | |
| | | REMOVE AC PAVING | 590 | SF | $3.00 | $1,770 | |
| | | HEAVY DUTY PCC PAVING | 590 | SF | $25.00 | $14,750 | |
| | | ADA SIGNAGE/ STRIPING/ BULK STRIPING | 1 | LOT | $3,000.00 | $3,000 | |
| | | **SUBTOTAL-RESTROOM #3 AND PARKING** | | | | **$512,870** | |

RED INC ARCHITECTS

**County of Stanislaus**
**Turlock Lake**
**Park Improvements Report**

Sierra West Group
CONSTRUCTION CONSULTANTS

**ARCHITECT: RED Inc, Architects**

ACRES: 15
DATE: 9-Feb-24
BY: J. Moreno

## SITE WORK

| | | DESCRIPTION | QUAN. | UNIT | UNIT COST | TOTAL |
|---|---|---|---|---|---|---|
| GENERAL | | CLEAR AND GRUB | 120,000 | SF | $0.30 | $36,000 |
| GENERAL | | TRIM TREES | 1 | LOT | $10,000.00 | $10,000 |
| | **D.1-3** | **WAREHOUSE/ SHOP AND SHED IMPROVEMENTS** | | | | |
| | | DEMOLITION ROOF/ VANDALISM | 3,500 | SF | $5.00 | $17,500 |
| | | FASCIA | 240 | BF | $12.00 | $2,880 |
| | | FASCIA FLASHING | 240 | LF | $12.00 | $2,880 |
| | | GUTTERS & DOWNSPOUTS | 240 | LF | $30.00 | $7,200 |
| | | ASPHALT COMPOSITITION ROOFING | 3,500 | SF | $6.50 | $22,750 |
| | | SELF ADHERED WATERPROOF MEMBRANE | 3,500 | SF | $3.50 | $12,250 |
| | | REPLACE ROLL UP DOORS | 8 | EA | $7,500.00 | $60,000 |
| | | GYPSUM BOARD TO CEILING | 100 | SF | $6.00 | $600 |
| | | PAINT INTERIOR & EXTERIOR | 774 | SF | $4.00 | $3,096 |
| | | PAINT TO DOORS | 1 | EA | $250.00 | $250 |
| | | DOOR SIGNAGE | 1 | EA | $75.00 | $75 |
| | | REPLACE BLDG DISTRIBUTION PANEL | 450 | AMP | $50.00 | $22,500 |
| | | REPLACE PANEL FEEDERS | 120 | LF | $175.00 | $21,000 |
| | | REPLACE LIGHTING | 3,500 | BLDGSF | $10.00 | $35,000 |
| | | REPLACE CONVENIENCE DEVICES | 3,500 | BLDGSF | $5.00 | $17,500 |
| | **D.4** | **PUMP HOUSE IMPROVEMENTS** | | | | |
| | | REPLACE POTABLE WATER STORAGE TANK | 50,000 | GAL | $5.00 | $250,000 |
| | | REPLACE MISSING WELL PUMP - 7.5HP | 1 | EA | $12,250.00 | $12,250 |
| | | REPLACE CHLORINATION FEEDER | 1 | LOT | $3,750.00 | $3,750 |
| | | REPLACE HYDRPNEUMATIC TANK - 250GAL | 1 | EA | $10,500.00 | $10,500 |
| | | PRESSURE SWITCH/ ROUGH IN PIPIG | 1 | LOT | $5,000.00 | $5,000 |
| | | DEMOLITION ROOF/ VANDALISM | 130 | SF | $5.00 | $650 |
| | | FASCIA | 70 | BF | $12.00 | $840 |
| | | FASCIA FLASHING | 50 | LF | $12.00 | $600 |
| | | GUTTERS & DOWNSPOUTS | 21 | LF | $30.00 | $630 |
| | | STANDING SEAM ROOFING | 130 | SF | $40.00 | $5,200 |
| | | SELF ADHERED WATERPROOF MEMBRANE | 130 | SF | $10.00 | $1,300 |
| | | EXTERIOR GYPSUM BOARD UNDERLAYMENT- 5/8" | 260 | SF | $5.00 | $1,300 |
| | | EXT. DOOR, FRAME & HARDWARE- HM 3070 | 1 | EA | $2,800.00 | $2,800 |
| | | GYPSUM BOARD TO CEILING | 100 | SF | $6.00 | $600 |
| | | PAINT INTERIOR & EXTERIOR | 774 | SF | $4.00 | $3,096 |
| | | PAINT TO DOORS | 1 | EA | $250.00 | $250 |
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| | | REPLACE PANEL- 240/120V N3R | 225 | AMP | $50.00 | $11,250 |
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RED INC ARCHITECTS

**County of Stanislaus**
**Turlock Lake**
**Park Improvements Report**

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**ARCHITECT: RED Inc, Architects**

ACRES: 15
DATE: 9-Feb-24
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## SITE WORK

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| DUPLEX OUTLETS- WP GFI | 1 | EA | $285.00 | $285 |
| WEATHERHEAD | 1 | EA | $850.00 | $850 |
| RECONNECT (E) OVERHEAD SERVICE | 1 | EA | $1,200.00 | $1,200 |
| DEVICE CONDUIT AND WIRE | 120 | LF | $14.00 | $1,680 |
| **NEW MODULAR TRAILER** | | | | |
| DEMOLISH (E) BLDG | 600 | SF | $15.00 | $9,000 |
| EXCAVATION/ PAD PREP | 1,000 | SF | $10.00 | $10,000 |
| UTILITY CONNECTIONS - WATER/ SEWER/ POWER | 40 | LF | $400.00 | $16,000 |
| NEW MODULAR TRAILER W/ RAMP | 480 | SF | $225.00 | $108,000 |
| COORDINATE ADA PARKING WITH IMPROVEMENTS | 1 | LOT | $10,000.00 | $10,000 |
| **SUBTOTAL- M&O AND SECONDARY PUMP HOUSE & TANK** | | | | **$751,017** |
| BLDG SUBTOTAL | | | | $3,854,279 |
| GENERAL CONDITIONS | | 8.0% | | $308,342 |
| CONTINGENCY - UNDOCUMENTED NEEDS | | 15.0% | | $624,393 |
| OVERHEAD & PROFIT | | 5.0% | | $239,351 |
| BONDS AND INSURANCE | | 2.0% | | $100,527 |
| SUBTOTAL OF MARK UP | | | | $1,272,614 |
| Escalation - 8% Annual | | | | $410,151 |
| **TOTAL HARD CONSTRUCTION** | | | | **$5,537,044** |

## ROUGH ORDER OF MAGNITUDE COST

TOTAL HARD CONSTRUCTION = $5,537,044.00
TOTAL SOFT COSTS @ 35% = $1,937,965.40
**GRAND TOTAL = $7,475,009.40**

THE ROUGH ORDER OF MAGNITUDE COST, AS PRESENTED, SHOULD NOT BE CONSIDERED AS A FINAL COST. IF THE COUNTY AGREES TO PROCEED, THERE ARE STILL VARIOUS TASKS THAT WILL NEED TO TAKE PLACE IN ORDER TO DEVELOP A FINAL COST ESTIMATE. THE FOLLOWING FACTORS, INCLUDING BUT NOT LIMITED TO, COULD AFFECT THE PRESENTED ROUGH ORDER OF MAGNITUDE COST: FULL DETAILED EVALUATION OF THE SITE, INVESTIGATION OF THE SITE, PROGRAM, DESIGN, GENERAL CODE REVIEW, LOCAL AND STATE JURISDICTION REVIEW, AND FILE MARSHAL REVIEW.

RED INC ARCHITECTS

**EXHIBIT B.1 TO JPA # P23OT010 - ONE-TIME COSTS BUDGET WORKSHEET**

STANISLAUS COUNTY
PARKS & RECREATION

**Turlock Lake SRA - Day-use Recreation**

May 1 - Sep 30 (5 months) Open recreation season

Oct 1 - April 30 (7 months) Closed for recreation (maintenance, special event only)

| Operations Budget (EF) | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|
| **Staffing** | | | | | |
| FT Staff Positions | 252,166.67 | 259,731.67 | 267,523.62 | 275,549.33 | 283,815.80 |
| Seasonal EH Staff (lake) | 138,195.20 | 142,341.06 | 146,611.29 | 151,009.63 | 155,539.92 |
| Seasonal EH (river) | - | - | 40,017.12 | 41,217.63 | 42,454.16 |
| **Staffing Total** | **$ 390,361.87** | **$ 402,072.72** | **$ 454,152.02** | **$ 467,776.59** | **$ 481,809.88** |
| **Services & Supplies** | | | | | |
| Office Establishment | 15,840 | - | - | - | - |
| Materials | 16,220 | 16,707 | 17,208 | 17,724 | 18,256 |
| Services | 52,300 | 53,869 | 57,985 | 59,725 | 61,516 |
| Small Equipment | 7,500 | - | - | - | - |
| Security Surveillance Trailer | 143,000 | | | | |
| Signs | 2,000 | - | - | - | - |
| Picnic Tables/ Trash Cans | 65,000 | - | - | - | - |
| **Services & Supplies Total** | **$301,860.00** | **$ 70,575.60** | **$ 75,192.87** | **$ 77,448.65** | **$ 79,772.11** |
| **Capital Expenses** | | | | | |
| Vehicles (2) | 132,500 | - | - | - | - |
| Equipment (mower, etc) | 44,000 | - | - | - | - |
| Pay Park Meters | 30,000 | | | | |
| Picnic Shelter | | 275,000 | | | |
| **Subtotal Capital Expenses** | **206,500** | **275,000** | **-** | **-** | **-** |
| **Total Expenditures** | **$ 898,722** | **$ 747,648** | **$ 529,345** | **$ 545,225** | **$ 561,582** |
| **Revenue** | | | | | |
| Charges for Services | 350,000 | 437,500 | 525,000 | 612,500 | 700,000 |
| Concessions | 20,000 | 20,000 | 30,000 | 30,000 | 40,000 |
| Special Event Revenue | | | 5,000 | 10,000 | 15,000 |
| Picnic Shelter Rental | | | 5,000 | 5,000 | 5,000 |
| Water Fowl Blinds/Permits | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 |
| **Total Estimated Revenue** | **$ 385,000** | **$ 472,500** | **$ 580,000** | **$ 672,500** | **$ 775,000** |
| **State Funded Start-up Costs** | **$ 424,000** | **$ 275,000** | | | |
| **Stanislaus County** | **($ 89,722)** | **($ 148)** | **$ 50,655** | **$ 127,275** | **$ 213,418** |

Blue Highlights identify one-time start-up costs funded by State Parks

**EXHIBIT B.2 TO JPA # P23OT010 - TURLOCK LAKE SRA ADA SCOPING SUMMARY**

## Scope of ADA Project Work

| | | | |
|---|---|---|---|
| **Park:** | Turlock Lake State Recreation Area | **Date of Original ADA Survey:** | 2001 |
| **Current ADA Survey:** | 3/8/2022 (Revised 5/29/25) | **Person Conducting Current Survey:** | SN and MP |

| Location/Element | Description: |
|---|---|
| Swim Beach Picnic Area | 1) Construct 3 new accessible concrete picnic pads with table and BBQ 2) Construct 3 new accessible concrete parking stalls 3) Construct concrete path of travel from parking to picnic sites 4) Install 1 new water spigot 5) Install new information shelter and panel. |
| Beach Wheelchair | Provide two new beach wheelchairs |
| Beach Access Route | 1) Construct concrete beach access route (Outdoor Recreational Access Route) with accessible beach mat (Mobi-Mat) extension to seasonal waterline. |
| | |
| | |
| | |
| | |
| | |

**EXHIBIT B.3 TO JPA # P23OT010 - TURLOCK LAKE SRA ADA BEACH ACCESS CONCEPT DRAWING**




ACQUISITION &
DEVELOPMENT DIVISION
One Capitol Mall
Sacramento, CA
95814-3229

LICENSED LANDSCAPE ARCHITECT
Signature
Renewal Date
Date
STATE OF CALIFORNIA

CALIFORNIA STATE FIRE MARSHAL- APPROVED

Approval of this plan does not authorize or approve any omission of deviation from applicable regulations. Final approval is subject to field inspection. One set of approved plans shall be available on the project site at all times.

Reviewed by Date

DPR ACCESS COMPLIANCE REVIEW
ACCESSIBILITY SECTION
CERTIFICATION #

Reviewed by Date

ACCESSIBILITY COMPLIANCE AND STATE FIRE MARSHAL SIGNED ORIGINALS ARE ON FILE AT THE DEPARTMENT OF PARKS AND RECREATION, NORTHERN SERVICE CENTER

| | |
|---|---|
| DESIGNED: | S. NAWRATH |
| DRAWN: | S. NAWRATH |
| CHECKED: | |
| DATE: | 5/27/2025 |

| REVISIONS | |
|---|---|
| | DATE |
| | |
| | |
| | |

TURLOCK LAKE SRA
PICNIC AND BEACH ACCESSIBILITY IMPROVEMENTS

# CONCEPT DRAWING

DRAWING NO.
XXXXX.XXX

SHEET NO.
L-1
1 OF 1

File: S:\NSC\Accessibility\Design Projects\21-22 Projects\Turlock Lake SRA\Turlock Lake SRA ADA 5-27-25.dwg Layout: L-1 Layout Sheet Date: May 29 2025 - 3:02 pm User: snawrath

**EXHIBIT C TO JPA # P23OT010 - LEASE**

# LEASE OF REAL PROPERTY FOR

# PARK AND RECREATION PURPOSES

This lease ("Lease") is made as of March 19, 2026, at Turlock, California, between Stanislaus County (herein called "Operator") and the Turlock Irrigation District (herein called "District"), an irrigation district organized and existing under the laws of the State of California.

This Lease is made with reference to the following facts:

(a) District, pursuant to Section 22505 of the Water Code of the State of California, is authorized to lease any of its property to a county whenever such lease is in the best interests of the District.

(b) District has, by resolution dated March 3, 2026, determined that this Lease is in the best interests of the District and will not interfere with the use of the real property hereinafter described by the District for District purposes.

(c) The hereinafter described real property was acquired by the District for the purposes of constructing, maintaining and operating Turlock Lake, also known as Owen Reservoir, built in 1913, consisting partly of the said real property, 17 levees and dams, an inlet canal, an outlet canal, gate, powerhouse and other works and the waters thereof, and to protect and maintain the same to safeguard the interests of the District therein.

NOW, THEREFORE, in consideration of the mutual benefits, agreements and covenants herein contained, it is agreed between the parties as follows:

1. Description of Lease.

District leases to Operator and Operator leases from District for park and recreational purposes, and those purposes alone, all that real property, the location and extent of which are depicted as "Turlock Lake State Park" "Stanislaus County Fishing Access" and the inundated portions of Turlock Lake shown on the map which is attached hereto and made a part hereof as Exhibit "A" (Premises"). A legal description of the real property shown in Exhibit "A" is available for inspection at the Turlock Irrigation District, 333 East Canal Drive, Turlock, California 95381.

2. Term.

The term of this Lease shall be for ten (10) years, commencing on March 19, 2026, provided that either party shall have the right to terminate this Lease by giving at least one year's prior written notice of termination to the other party, which notice may not, however, be given prior to March 19, 2030, in addition to termination rights in Section 16 of this Lease. The parties, at their mutual option, may extend this lease in increments of ten (10) years.

3. Exclusive Control and Security of Premises.

So far as is necessary in the light of the purposes for which the Premises are leased, and except as is otherwise herein set forth, Operator shall have the exclusive care, maintenance and control of the Premises, except as to District facilities, for the use and enjoyment of the general public. The Premises shall be maintained by Operator as a public recreation area, open to all persons, subject to reasonable regulations of Operator, including payment of reasonable fees for entry into and/or use of the facilities of said park. The Premises shall be maintained in accordance with all rules and regulations adopted by the Operator as to control and prevention of the rise of unsightly conditions. Operator is solely responsible for the safety and security of the Premises and persons using the Premises at all times.

4. Taxes.

Operator agrees to pay all taxes, assessments or charges which at any time may be lawfully levied by the State, County or any other tax or assessment levying body upon any interest in this Lease or any possessory right which Operator may have in or to the Premises or the improvements thereon by reason of its use or occupancy thereof as well as all taxes, assessments, and charges on goods, merchandise, fixtures, appliances, equipment and property owned by it in or about the Premises.

5. Rights of District.

It is understood and agreed by and between the parties that District is now using and will continue to use Turlock Lake and the surrounding real property owned by District for water storage, water flow regulation, water distribution, electric generation and transmission, which function is vital to and is a material and integral part of District's overall system. For this reason, it is further understood and agreed by and between the parties that this Lease and the use of the Premises by Operator shall be subject at all times during the term of this Lease or any extension or renewal thereof, to the following rights of the District:

(a) The right of District to keep, maintain, and improve, as District sees fit, District's dams, reservoirs, levees and all other facilities of District used by District in such impounding, storage and distribution of water, and District shall have the right at all such times to enter upon the Premises for the purpose of keeping, inspecting, maintaining, and improving such dams, reservoirs, levees, and facilities.

(b) Rights of way in favor of District for maintenance by District of existing power lines and other rights of way in favor of District for construction and maintenance of future power lines, said other rights of way to be located by mutual agreement of the parties herein. It is further agreed that District shall have the right at all times during the term hereof or any extension or renewal thereof to obtain and use dirt and cut and remove trees as District in its sole discretion deems necessary or advisable in District's maintenance and operation of its property and facilities. District agrees to provide at least seven (7) days' notice in writing, to Operator prior to engaging in such activities where activities would impair Operator's use of the Premise, except in the case of emergency as determined by District.

(c) The right to raise or lower the water level in Turlock Lake to any extent District deems fit in District's use of its reservoir and facilities for District's purposes.

(d) Right to maintain, improve, modify, add to and operate power generation, transmission and storage facilities, the reservoir and its appurtenant facilities consisting of the said real property, levees and dams, an inlet canal, an outlet canal or canals, spillways, gates, powerhouses and other works and the waters thereof, and any additional facilities that may be necessary or useful.

(e) The right to restrict access to portions of the reservoir for any reason.

(f) The right to utilize contractors, agents, employees, assigns, consultants, or partners in the performance of any of these or other rights, now or in the future.

(g) Subject to seven (7) days written notice to Operator, the right to enter and inspect the recreation area facilities at all reasonable times for the purpose of determining the condition of the recreation area facilities and the premises.

The District agrees to consider the effect on the Operator's operation of the Premises when exercising the rights listed in this section, however, the District's discretion in operating its own facilities shall in no way be restricted by this consideration.

6. Operator Shall Not Restrict District's Use of Premises.

It is further understood and agreed that Operator shall in no manner restrict, interfere with or impede or permit any restriction or interference with, or impediment to, the District's use of the Premises for District's purposes.

7. Off-Road Vehicles Prohibited.

Use and operation by the public of off-road vehicles, all-terrain vehicles ("ATV's"), motorcycles, dune buggies, and other motorized vehicles is prohibited upon the Premises, except upon paved, graveled, or graded roads intended for driving upon. Operator shall take all necessary actions to enforce this prohibition.

8. Improvements.

Operator shall have the right during the term of this Lease to make any and all necessary or desirable alterations, improvements or additions upon the Premises consistent with the purposes of this Lease. Proposed changes to, additions to, and removal of existing facilities and improvements shall be submitted to District for review so that the future rights of District are protected. No changes to, additions to, or removal of existing facilities or improvements shall be performed without prior written approval of District. District agrees to review and respond to any proposed changes within a reasonable time. Any such alterations, improvements, or additions, so placed in or upon or attached to the Premises by Operator shall be decommissioned consistent with the terms of paragraph 16 upon expiration of this agreement. Operator shall not be required to remove any structures that cannot be lawfully removed, such as historic structures.

9. No Recreation Improvements Below Elevation of 242 Feet.

Operator shall not install nor cause to be installed, permanent improvements, with the exception of access facilities required under the Americans with Disabilities Act and boat ramps below an NGVD 1929 elevation of 242 feet in the lake drainage area, it being understood that the area below such elevation shall be subject to inundation from time to time. It is understood that the District will notify Operator when unusual lake level changes are made.

10. District Facilities: Removal of Earth.

Existing levees, dams or other installations of District or access thereto shall not be altered, disturbed or interfered with by Operator. Operator shall not alter the contour of Premises, nor shall it remove any earth therefrom without first having obtained written permission from the District. Operator shall not drill, trench, or perform any ground disturbance of any kind within 100 feet of any dams or levees.

11. Concessions.

Operator shall have exclusive control of the operation, leasing and contracting of all concessions for the sale of fishing licenses, refreshments, food, rentals of boats and other equipment, mooring space and related recreational activities. Concessions may be awarded in accordance with applicable laws, and the manner selected by Operator.

12. District Control of Fees, Rates, Charges, and Items Sold.

District shall have access to and reserves the right to review and comment, prior to County Board of Supervisors approval, the schedule of fees, prices and rates for use of the Premises, merchandise sold and all services rendered or performed within the Premises. Operator shall post fees, prices and rates for use of the Premises, merchandise sold, and all services provided in such places as may be designated by District in addition to any places designated by Operator. District reserves the right to prohibit the sale or rental of any item, which it deems objectionable, or beyond the scope of merchandise deemed necessary for proper service to the public.

13. Swimming and Boating Areas.

Swimming and boating areas in Turlock Lake shall be agreed upon by the parties. Such areas when designated shall be under the control of Operator, and Operator will provide necessary warning signs, buoys and lines of demarcation for such swimming and boating areas and prominently mark known hazards. Operator shall place, or cause to be placed, sufficient buoys or other devices to mark hazards. As the surface of Turlock Lake is subject to frequent and significant changes in surface elevation, Operator shall place and relocate such buoys or other devices consistent with these changing conditions.

14. Water and Water Rights.

District reserves to itself all water and water rights in and relating to the Premises.

15. District Signs.

District reserves the right to post signs within the Premises providing public information regarding the Turlock Lake facilities and the Turlock Irrigation District.

16. Termination and Expiration.

District reserves the right to terminate this Lease in the event Operator, in the opinion of the District, ceases to operate and maintain the Premises, in the event Operator does not fulfill Operator's responsibilities under the terms of this Lease, or in the event Operator otherwise abandons the Premises for the purposes for which it is leased under this Lease. In the event District intends to terminate this lease, District shall provide Operator with written notice of termination, effective no later than one (1) calendar year from the date of notice. In the event of termination or expiration for any reason the Operator shall decommission the facilities. Such decommissioning shall be completed in a manner that ensures the continued safe and functional operation of the facilities, subject only to reasonable wear and tear incurred during the Lease Term. The Parties acknowledge that "normal wear and tear" shall not include damage resulting from neglect, misuse, or failure to maintain the facilities in accordance with industry standards during the Lease Term.

17. Operation and Maintenance: Compliance with Law.

Operator shall maintain the Premises, its facilities and roads within the Premises in good order and repair during the term and perform any required maintenance and repairs at its own expense. Operator shall at all times during the term and at its own expense maintain and operate its facilities and immediately adjacent areas in a clean, safe, wholesome and sanitary condition, free of trash, or obstruction of any kind. For example, parking lots and roads must be free of potholes and adequately marked, restrooms must be clean and regularly serviced, and structures must be attractive, kept in good repair and painted as needed. The Premises must be operated in compliance with any and all present and future laws, general rules or regulations of any governmental authority now or at any time during the term of this Lease in force. Operator shall be responsible for operating, maintaining and making any improvements to its facilities and the Premises as necessary to comply with the Americans with Disabilities Act. Prior to termination of this Lease for any reason, including under Section 16 of this lease, Operator shall perform any and all maintenance and repair to comply with this section. If Operator fails to perform any removal, repair or remediation of facilities under this section, District reserves the right to perform all such work and bill Operator for any and all associated costs. This section is not be construed as an obligation for District to perform such work.

18. Health and Sanitation Improvements.

Operator shall provide health and sanitation improvements and facilities for the use of the general public, and will maintain the Premises in a clean, safe and sanitary condition.

19. Development.

Operator shall not be obligated to develop as a recreation site each and every part of the Premises but shall be obligated to police and maintain the entire Premises in a clean, safe and sanitary condition. Operator shall have discretion concerning specific areas of the Premises to be improved as recreation sites, except as otherwise limited in this Lease.

20. No Hazardous Materials on Premises.

Except to the extent commonly and lawfully used in the day-to-day operation of the Premises, Operator shall not cause, permit or suffer any Hazardous Materials to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used upon, about or beneath the Premises or any portion thereof by Operator, its agents, employees, contractors, tenants or invitees, or any other person without the prior written consent of District. Any request by Operator shall be in writing and shall demonstrate to the reasonable satisfaction of District that such Hazardous Materials are necessary to the business of Operator and will be stored, used and disposed of in a manner that complies with all laws applicable to such Hazardous Materials. Such consent shall not be unreasonably withheld, but District shall in no case be obligated to consent to the presence of any Hazardous Materials which will increase the likelihood or magnitude of liability for environmental damages or to any treatment, storage or disposal of which requires a permit or variance under the Federal Resource Conservation and Recovery Act (42 U.S.C. section 6901 et seq.), or state analogues thereto, and District shall in no case be obligated to execute any application for such a permit or variance.

"Hazardous Materials" as used herein shall include, without limitation, whether now or subsequently listed in any governmental listing or publication defining hazardous materials, common household items containing substances now or subsequently listed as a hazardous material or substance, chemicals, drugs, any materials used for laboratory analysis, nuclear and/or radioactive materials, toxic substances, Hazardous Substances ("Hazardous Substance" means any substance, material or waste [including petroleum and petroleum products] which is or becomes designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant," or which is or becomes similarly designated, classified or regulated, under any federal, state or local law, regulation or ordinance), hazardous wastes, contaminated or polluting substances, materials or waste.

21. Indemnity.

This Lease is made upon the express condition that District is to be free from all liability and claims for damages by reason of any injury to and/or the death of any person or persons, or injury to property of any kind whatsoever and to whomsoever belonging, arising from the use of the Premises by Operator pursuant to this Lease or the construction, operation or maintenance of any facilities or equipment, and Operator hereby agrees to indemnify and hold District, its directors, officers, employees and agents, harmless from any and all claims, damages, loss, liability, expenses, and/or costs for injury to or the death of any person or persons and/or damage to any property proximately resulting from or arising out of the use of

the Premises or the construction, operation or maintenance of any facilities or equipment under this Lease by Operator, Operator's licensees, permittees, assignees, sublessees, agents, and/or concessionaires.

District hereby agrees to indemnify and hold Operator, its directors, officers, employees and agents, harmless from any and all claims, damages, loss, liability, expenses, and/or costs for injury to or the death of any person or persons and/or damage to any property proximately resulting from or arising out of the District's use of the Premises or the construction, operation or maintenance of District's facilities or equipment by District, District's licensees, permittees, assignees, sublessees, agents, and/or concessionaires.

22. Insurance.

It is understood that at the time of signing of this agreement, that District and Operator are both insured. Operator will be insured at not less than five million dollars ($5,000,000.00) per claim and no less than a ten million dollar ($10,000,000.00) aggregate per year and will ensure that Operator's licensees, permittees, assignees, sublessees, agents and/or concessionaires are responsibly insured for any work performed on the Premises. Any insurance policy required of Operator by this section shall include the following special endorsements:

1. The Turlock Irrigation District, its directors, officers, employees, agents, and representatives are hereby declared to be additional insureds under the terms of this policy as to the Operator's duties and obligations contained in this Lease.

2. This insurance shall be primary insurance as respects the interests of the additional insureds, and other insurance maintained by the additional insureds shall be excess and not contributing insurance with the insurance.

3. Insured hereby waives the right of subrogation by the insurer against Turlock Irrigation District.

All policies of insurance shall also contain provisions or endorsements stating that such insurance applies to the liability assumed by Operator under this Lease, including without limitation that set forth in Section 21, Indemnity, and that such insurance applies separately to each insured against whom claim is made or suit is brought, except with regards to the limits of the insurer's liability.

Operator will endeavor to provide District with thirty (30) days' notice prior to the cancellation of any policy required herein. Operator shall furnish a certificate of insurance and any amendatory endorsements evidencing coverage required by this Lease upon request form the District or within thirty (30) days after the renewal of the term of each such policy. Any failure with reporting provisions of the policies, including breaches of warranties, shall not affect the indemnity or other obligations of Operator to the District under the terms of this Lease.

The foregoing requirements as to the types, limits and District's approval of insurance coverages to be maintained by Operator are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Operator under the Lease.

23. Lease Subject to Deeds, Leases and other Agreements.

Operator is hereby notified that use of the Premises under this Lease may be subject to restrictions pertaining to the watering of cattle, apiary purposes, or other District leases or operations in certain areas of the reservoir. Operator is hereby advised that these uses may constitute a safety hazard.

24. Underlying Materials.

District reserves to itself all underlying fossil deposits, minerals, oil, and gas formations; provided, however, that any exploration, excavation, construction or removal of fossils, minerals, oil, and gas as performed by District, its agents or assigns shall not interfere with or destroy any improvements made or operation and maintenance being carried on by Operator.

25. Operator is Responsible for Security of the Premises.

Operator has the duty and responsibility to patrol, police and control the activity of recreationers other than persons employed by, acting as agents of, or otherwise authorized by District in the performance of their duties for District. District further agrees not to grant, consent to or acquiesce in the exercise of any rights in, to or upon the surface of Turlock Lake persons other than its own agents and employees, or as hereinabove granted to Operator and members of the public lawfully entering the same.

26. "Party" and "Parties".

As used in this Lease the term "party" means Operator or District and the term "parties" means Operator and District.

27. Use of County Recreational Facilities.

As part of the consideration of this Lease, the Operator agrees to allow the District use of its recreation facilities at no cost for official District purposes. District agrees to make prior arrangements for any usage. The visiting public shall not be unreasonably impacted or displaced by District use of Operator's recreational facilities.

28. Parties Agree to Renegotiate.

If, before the term of this Lease has expired, either party desires to amend any of the provisions of this Lease, the other party agrees to negotiate in good faith with the goal of reaching a mutually agreeable amendment to this Lease.

29. Rent.

Operator shall pay District rent each year of the term and for any extension as follows:

a. A fixed rent of one dollar ($1.00) per year, beginning on January 1, 2027 and continuing to and including the last day of the last year of the term (as extended, if at all).

b. Rent shall be due and payable on the first day of each calendar year as provided in this Lease. All rent payments due under the terms of this Lease shall be delivered to District at the address set forth in this Lease.

30. Entire Lease Agreement; Modification; Waiver.

This Lease constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification or amendment of this Lease shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Lease shall be deemed or shall constitute a waiver of any other provision, whether or not similar. No waiver shall be binding unless executed in writing by the party making the waiver.

31. Attorney's Fees.

In the event either party shall bring any action or proceeding under or by virtue of this Lease or arising out of this Lease or the use of the Premises, then the prevailing party in such action shall be entitled to recover as part of any judgment hereunder, reasonable attorney's fees and court costs as fixed by the court.

32. Counterparts.

This Lease may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same lease.

33. Severability.

Each provision of this Lease is severable from any and all other provisions of this Lease. Should any provision(s) of this Lease be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

34. Authority.

District has the power and authority to enter into this Lease and render full performance hereunder. Operator also has the power and authority to enter into this Lease and to render full performance hereunder. The execution and delivery of this Lease and performance of the obligations hereunder by the parties will not require the consent or approval of another person or entity and will not constitute a default under any indenture, loan agreement, mortgage, deed of trust or other instrument.

35. Notices.

All notices and demands shall be given in writing by personal delivery, express mail, or by certified mail, postage prepaid, and return receipt requested. Notices shall be considered given on the earlier of: (a) receipt, if personally delivered or express mailed to the addressee, or (b) forty-eight (48) hours following deposit in the United States mail, or (c) verified delivery by facsimile, provided any such "fax" or facsimile is followed by delivery in accordance with (a) or (b) herein. Notices shall be addressed as appears immediately below for the respective parties, provided that if any party gives notice of a change of name or address, notices to such party thereafter shall be given as specified in that notice.

a. Turlock Irrigation District
PO Box 949
Turlock, California 95381
Attn: AGM Water Resources

b. Stanislaus County
Department of Parks and Recreation
3800 Cornucopia Way
Suite D
Modesto, CA 95358
Attn: Director

36. Time of the Essence; Dates.

Time is of the essence for the purpose of this Lease. In the event that any date specified in this Lease falls on a Saturday, Sunday or a public holiday, such date shall be deemed to be the succeeding day on which the public agencies and major banks are open for business.

37. Binding on Successors.

The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable

hereunder.

38. Rules of Construction.

This Lease was drafted by the parties and any provision thereof that is found by a court of proper jurisdiction to be ambiguous or inconsistent, either internally or in relation to other provisions contained herein, shall be construed in accordance with a fair and ordinary meaning so as to effectuate the intent of the parties to this Lease.

39. Governing Law.

This Lease shall be governed by and construed in accordance with the laws of the State of California.

40. Holding Over.

In the event the Operator remains in possession of the Premises after the expiration of the lease term, or any extension thereof, this Lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

41. Execution.

IN WITNESS WHEREOF, this Lease has been executed by the parties hereto on the day and year first above written.

**Turlock Irrigation District**

**Brad Koehn**
**General Manager**

**Approved as to Form:**

Joseph Fagundes (Mar 11, 2026 12:38:39 PDT)

**Joseph H. Fagundes**
**Turlock Irrigation District Legal Counsel**

**Stanislaus County**

**Andrew Johnson**
**General Services Agency Director**

**Approved as to Content:**

Tera Chumley

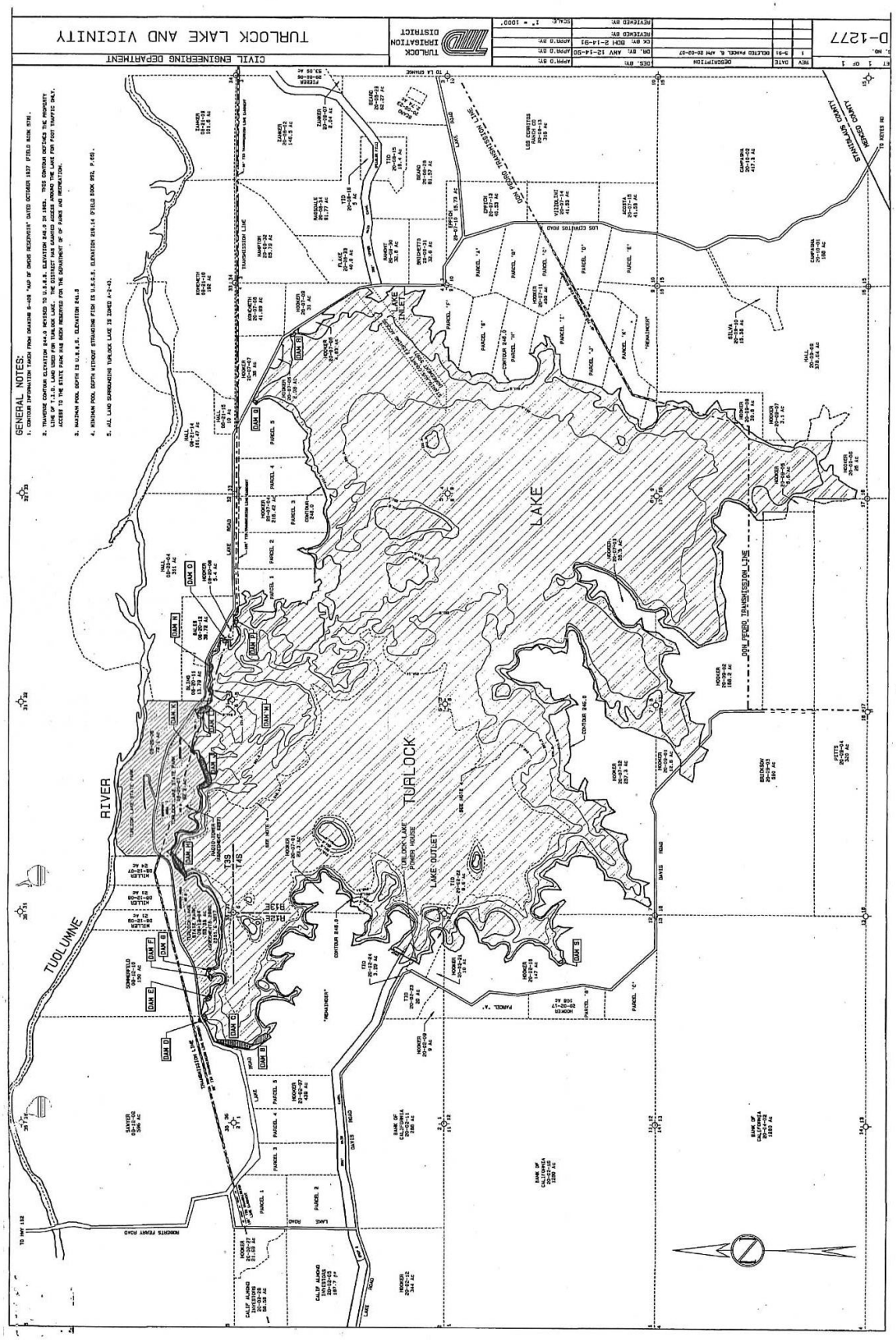
**Tera Chumley, Director**
**Parks and Recreation**

**Approved as to Form:**
**Thomas E. Boze, County Counsel**

Shaun Wahid

**Shaun Wahid, Deputy County Counsel**

EXHIBIT "A"


TURLOCK LAKE AND VICINITY
CIVIL ENGINEERING DEPARTMENT
TURLOCK IRRIGATION DISTRICT
D-1277
GENERAL NOTES:
LAKE
RIVER
TUOLUMNE
TURLOCK
LAKE OUTLET
TURLOCK LAKE POWER HOUSE
DAM A
DAM B
DAM C
DAM D
DAM E
DAM F
DAM G
DAM H
DAM K
DAM M
DAM N
DAM O
DAM R
DAM S
T3S
R13E
R14E
DON PEDRO TRANSMISSION LINE
LAKE INLET
LAKE ROAD
DAVIS ROAD
LOS CUENTOS ROAD
STANISLAUS COUNTY
MERCED COUNTY

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS**
**STATE OF CALIFORNIA**

Date: March 3, 2026 2026-0092

On motion of Supervisor B. Condit Seconded by Supervisor Withrow
and approved by the following vote,
Ayes: Supervisors: B. Condit, Withrow, Grewal, C. Condit, and Chairman Chiesa
Noes: Supervisors: None
Excused or Absent: Supervisors: None
Recused: Supervisor: None

**THE FOLLOWING RESOLUTION WAS ADOPTED:** Item # 7.1

# A RESOLUTION OF THE COUNTY OF STANISLAUS (COUNTY) BOARD OF SUPERVISORS APPROVING AND AUTHORIZING THE STANISLAUS COUNTY DIRECTOR OF PARKS AND RECREATION TO EXECUTE AN INTERAGENCY AGREEMENT WITH THE STATE OF CALIFORNIA (STATE), ACTING THROUGH THE DEPARTMENT OF PARKS AND RECREATION FOR THE TURLOCK LAKE STATE RECREATION AREA IMPROVEMENTS

WHEREAS, Turlock Irrigation District (DISTRICT) owns and uses the real property known as Turlock Lake, located in the COUNTY of Stanislaus, said Turlock Lake being more particularly described in Exhibit A attached to and made part of this Agreement; and,

WHEREAS, on February 15, 2000, the DISTRICT and STATE entered a lease for the STATE to operate and maintain Turlock Lake State Recreation Area (SRA) for park and recreational purposes; and,

WHEREAS, the mission of the STATE is to provide for the health, inspiration and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation; and,

WHEREAS, pursuant to the provisions of Section 5003 of the California Public Resources Code, the STATE is authorized to administer, protect, develop, and interpret the property under its jurisdiction for the use and enjoyment of the public; and,

WHEREAS, the DISTRICT recognizes the importance and value of the park and recreation-related usage of Turlock Lake SRA; and,

WHEREAS, the STATE desires to terminate its lease with the DISTRICT but desires to keep Turlock Lake SRA as a State Recreation Area; and,

WHEREAS, the Turlock Lake SRA requires major expenditures to bring the Turlock Lake SRA into an operational condition; and,

WHEREAS, the STATE recognizes the importance and value of collaborating with the DISTRICT and the COUNTY to help ensure Turlock Lake SRA is accessible by the public and remains in good and safe condition to help ensure the opportunity of quality recreational opportunities for the public; and,

WHEREAS, the COUNTY has completed a Park Improvements Assessment to determine the work that needs to be done to bring the Turlock Lake SRA up to an operational condition ("Scope of Work") and the costs to complete the Scope of Work ("Restoration Costs"); and,

WHEREAS, the DISTRICT and COUNTY intend to enter a lease for the COUNTY to operate and maintain Turlock Lake SRA for park and recreational purposes; and,

WHEREAS, the STATE has interest in supporting the development, operation, and maintenance of the Turlock Lake SRA to support the STATE's mission and has indicated its willingness to pay for, through a Public Entity Agreement with the COUNTY, for use of the COUNTY contractors and all costs of bringing the Turlock Lake SRA day use area up to an operational condition ("State Cost Reimbursement and Payment Obligations"); and,

WHEREAS, the STATE, DISTRICT, and COUNTY desire to execute and enter into an Agreement pursuant to the authority set forth in the Joint Exercise of Powers Act (Section 6500 et seq. of the California Government Code); and,

WHEREAS, the DISTRICT and COUNTY shall enter into a mutually agreeable lease at the same time as entering into this Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the County of Stanislaus Board of Supervisors hereby approves the Public Entity Agreement with the State of California, acting through the Department of Parks and Recreation, for the Turlock Lake State Recreation Area improvements and authorizes the County of Stanislaus Director of Parks and Recreation to execute the agreement.

ATTEST: **MARY E. HARTSFIELD, Clerk**
**Stanislaus County Board of Supervisors,**
**State of California**

**SCO ID:** 3790-C25730002

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
**STANDARD AGREEMENT**
STD 213 (Rev. 04/2020)

| AGREEMENT NUMBER | PURCHASING AUTHORITY NUMBER (If Applicable) |
|---|---|
| C25730002 | |

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of Parks and Recreation

CONTRACTOR NAME
County of Stanislaus

2. The term of this Agreement is:

START DATE
November 1, 2025 or Upon DGS Approval, whichever is later

THROUGH END DATE
October 31, 2035 or 10 Years after DGS Approval, whichever is later

3. The maximum amount of this Agreement is:
$8,174,009.40 Eight Million One Hundred Seventy-Four Thousand Nine Dollars and Forty Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits | Title | Pages |
|---|---|---|
| Exhibit A | Scope of Work | 1 |
| Exhibit A | Attachment 1 - Detailed Scope of Work | 27 |
| Exhibit B | Budget Detail and Payment Provisions | 2 |
| Exhibit B | Attachment 1 - Budget Breakdown | 1 |
| Exhibit C * | General Terms and Conditions | GTC 02/2025 |
| Exhibit D | Special Terms and Conditions | 3 |
| | | |

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*Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.*
*These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources*

*IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.*

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
County of Stanislaus

| CONTRACTOR BUSINESS ADDRESS | CITY | STATE | ZIP |
|---|---|---|---|
| 3800 Cornucopia Way, Suite D | Modesto | CA | 95358 |

| PRINTED NAME OF PERSON SIGNING | TITLE |
|---|---|
| Tera Chumley | |
| CONTRACTOR AUTHORIZED SIGNATURE | DATE SIGNED |
| | |

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
**STANDARD AGREEMENT**
STD 213 (Rev. 04/2020)

| AGREEMENT NUMBER | PURCHASING AUTHORITY NUMBER (If Applicable) |
|---|---|
| C25730002 | |

**STATE OF CALIFORNIA**

| CONTRACTING AGENCY NAME | | | |
|---|---|---|---|
| Department of Parks and Recreation | | | |
| **CONTRACTING AGENCY ADDRESS** | **CITY** | **STATE** | **ZIP** |
| 715 P Street | Sacramento | CA | 95814 |
| **PRINTED NAME OF PERSON SIGNING** | **TITLE** | | |
| Kristal Simpson | Chief, Business Management Services | | |
| **CONTRACTING AGENCY AUTHORIZED SIGNATURE** | **DATE SIGNED** | | |
| | | | |
| **CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL** | **EXEMPTION (If Applicable)** | | |
| | | | |

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# EXHIBIT B
# (Standard Agreement)

## BUDGET DETAIL AND PAYMENT PROVISIONS

### 1. Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in Budget Breakdown, marked Exhibit B, Attachment 1, which is attached hereto and made a part of this Agreement.

B. For advance services, advance payment may be requested. The request shall include an itemized budget, spending timeline, and workplan along with any supporting documents. Upon receipt and approval of requests, the State agrees advance payments to Contractor for the Agreement activities.

C. Invoices and Advance Payments Requests shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears to:

Kristi Nash
Staff Services Manager II
Central Valley District
227089 Broadway St.
Columbia, CA 95310
Phone: 209-536-5933

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### 2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

### 3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

### 4. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the project representative. Said invoice should be clearly marked "Final Invoice," thus indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the project representative prior to the expiration or termination date of this Agreement.

# EXHIBIT B
# (Standard Agreement)

## BUDGET DETAIL AND PAYMENT PROVISIONS

### 5 Disabled Veterans Participation Goals

A. Upon completion of an awarded contract in which a commitment to achieve a DVBE goal was made, the prime contractor that entered into a subcontract with a DVBE is required to complete and submit form STD. 817 within 60 days to certify payment information to the awarding department, in accordance with Military and Veterans Code (M&VC) Section 999.5.

B. For contracts awarded on or after January 1, 2021, pursuant to M&VC Section 999.7, the State shall withhold ten thousand dollars ($10,000) from the final payment, or the full final payment if less than ten thousand dollars ($10,000), until the prime contractor complies with the certification requirements of M&VC Section 999.5. Prime contractors that fail to comply with the certification requirements shall be given notice and allowed to cure the defect. If after 15 calendar days but not more than 30 calendar days from the date of the notice, the prime contractor fails to comply with the certification requirements, the State shall permanently deduct ten thoursand dollars ($10,000) from the final payment, or the full payment if less than ten thousand dollars ($10,000). The withholding applies to all contracts with a DVBE subcontractor.

C. Notwithstanding any other law, an awarding department shall not withhold more than the amount specified on the final payment of any disabled veteran business enterprise contract for the purposes of ensuring compliance with the certification requirements of M&VC 999.5.

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# EXHIBIT B, ATTACHMENT I
# BUDGET BREAKDOWN

## TURLOCK LAKE STATE RECREATION AREA
## Park Improvements Project

For services satisfactorily performed, and in accordance with the terms of the agreement, State agrees to pay as follows:

| Description | Total |
|---|---|
| Area A - Day Use Area (1&2) and Boat Launch | $ 1,490,026.00 |
| Area B - Restroom #2, Lower Parking and Pump House | $ 1,100,366.00 |
| Area C - Restroom #3 and Parking | $ 512,870.00 |
| Area D - M&O and Secondary Pump House & Tank | $ 751,017.00 |
| General Conditions | $ 308,342.00 |
| Contingency | $ 624,393.00 |
| Overhead & Profit | $ 239,351.00 |
| Bonds and Insurance | $ 100,527.00 |
| Escalation – 8% Annual | $ 410,151.00 |
| Soft Cost (Fee) | $ 1,937,965.40 |
| Equipment | $ 556,000.00 |
| Security Surveillance Trailer | $ 143,000.00 |
| **Total Budget*** | **$ 8,174,009.40 ** ** |

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*Contractor may request an advance payment from Department of Parks and Recreation (DPR) for immediate cash needs related to approved Agreement activities. This request, subject to DPR's approval and Government Code (GC) Section 11019.3, must be in writing and include an itemized budget, spending timeline, and workplan in a format specified by DPR and include supporting documentation for the request. Contractor shall submit to DPR annual progress reports detailing project expenditures. Per GC Section 11019.3, Contractor will deposit any funds received in an advance payment into a federally insured account of Contractor's choice that provides the ability to track interest earned and withdrawals. Any accumulated interest is considered to be Agreement moneys and shall be spent on project purposes. If funds, including interest earned, exceed project needs, funds, including interest earned, may be used on another DPR project compatible with the funding source, and only upon receiving written approval by DPR.

** For consistency and rounding, per TOTAL HARD CONSTRUCTION costs as documented on page 27 of Exhibit A, Attachment 1, Detailed Scope of Work

State of California – Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

# GOVERNMENT CODE SECTION 19130(b) JUSTIFICATION (Supplement to STD 215)

Pursuant to California Civil Code of Regulations, Title 2, Section 547.60, whenever an agency executes a personal services contract under Government Code section 19130, subdivision (b), the agency must document the reasons why the contract satisfies one or more of the conditions specified. As part of this justification, please complete the following form in its entirety and attach to the STD 215.

| CONTRACT AND CONTACT INFORMATION | | |
|---|---|---|
| CONTRACT NUMBER | CONTRACTOR (If known) | CONTRACT TITLE |
| C25730002 | County of Stanislaus | Park Improvements |

BRIEF DESCRIPTION OF SERVICES BEING PROVIDED

Contractor agrees to repair and restore the buildings, parking areas, recreation areas, and accessory buildings to bring up to operational condition for TURLOCK LAKE STATE RECREATION AREA.

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**GOVERNMENT CODE SECTION 19130(b) – select appropriate subsection(s)**

- ☐ (1) The functions contracted are exempted from civil service by Section 4 of Article VII of the California Constitution, which describes exempt appointments.
- ☐ (2) The contract is for a new state function and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
- ☑ (3) The services contracted are not available within civil service, cannot be performed satisfactorily by civil service employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the civil service system.
- ☐ (4) The services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as “service agreements,” shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.
- ☐ (5) The legislative, administrative, or legal goals and purposes cannot be accomplished through the utilization of persons selected pursuant to the regular civil service system. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.
- ☐ (6) The nature of the work is such that the standards of this code for emergency appointments apply. These contracts shall conform with Article 8 (commencing with Section 19888) of Chapter 2.5 of Part 2.6.
- ☐ (7) State agencies need private counsel because a conflict of interest on the part of the Attorney General’s office prevents it from representing the agency without compromising its position. These contracts shall require the written consent of the Attorney General, pursuant to Section 11040.

# GOVERNMENT CODE SECTION 19130(b) JUSTIFICATION (Continued)

**GOVERNMENT CODE SECTION 19130(b) – select appropriate subsection(s), continued**

☐ (8) The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the state in the location where the services are to be performed.

☐ (9) The contractor will conduct training courses for which appropriately qualified civil service instructors are not available, provided that permanent instructor positions in academies or similar settings shall be filled through civil service appointment.

☐ (10) The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under civil service would frustrate their very purpose.

JUSTIFICATION OF HOW YOUR CONTRACT APPLIES TO THE SELECTED SUBSECTION(S)

DRAFT

**CIVIL SERVICE VERIFICATION**

1.A Civil Service Database Verification (Refer to spreadsheet on Contract Services Intranet page):

◉ Requested services are not available (Proceed to 1.B below)

○ Requested services are available (Proceed to 2 below)

1.B CalCareers Verification (https://www.calcareers.ca.gov/CalHRPublic/CivilServiceClassifications)

◉ Requested services are not available (No further information needed)

○ Requested services are available (Proceed to 2 below)

2. Other State Agency Verification:

Available Civil Service Classification(s): _____

Department(s) Contacted *(attach additional page(s) if needed)*:

| | |
|---|---|
| Department: _____ | Department: _____ |
| Contact Name: _____ | Contact Name: _____ |
| Title: _____ | Title: _____ |
| Date Contacted: _____ | Date Contacted: _____ |
| Outcome: | Outcome: |
| ○ Classification(s) available for on-loan assignment/IA | ○ Classification(s) available for on-loan assignment/IA |
| ○ Requested services cannot be provided by_____ | ○ Requested services cannot be provided by_____ |

# EXHIBIT A
# (Standard Agreement)

**SCOPE OF WORK**

1. Contractor agrees to provide to the Department of Parks and Recreation (DPR) Restoration services as described herein:

   Contractor agrees to repair and restore the buildings, parking areas, recreation areas, and accessory buildings to bring up to operational condition for TURLOCK LAKE STATE RECREATION AREA. For details, see Exhibit A, Attachment 1.

DRAFT

2. The services shall be performed at:
   Turlock Lake Day use area located at 22600 Lake Road, La Grange, CA 95329

3. The services shall be provided during:
   Monday through Friday, 8:00 am to 5:00 pm, except State and County holidays. The schedule of work and times shall be approved by the State's Representative prior to the commencement of work.

4. The project representatives during the term of this Agreement will be:

| | | | |
|---|---|---|---|
| State Agency: | Department of Parks and Recreation | Contractor: | County of Stanislaus |
| Section/Unit: | Turlock Lake SRA | Section/Unit: | Parks and Recreation |
| Attention: | Danielle Gerhart | Attention: | Tera Chumley |
| Address: | 5290 Millerton Road | Address: | 3800 Cornucopia Way |
| City/State/Zip Code: | Friant CA, 93626 | City/State/Zip Code: | Modesto, CA 95358 |
| Phone: | (209) 207-2696 | Phone: | (209) 525-6750 |
| Fax: | | Fax: | |
| E-mail Address: | danielle.gerhart@parks.ca.gov | E-mail Address: | TChumley@parksrec.org |

# EXHIBIT D — PUBLIC ENTITY
# (Standard Agreement)

## SPECIAL TERMS AND CONDITIONS

### 1. Insurance Requirements

When Contractor submits a signed agreement to State, Contractor shall furnish to State a Certificate(s) of Insurance and endorsements in compliance with the following requirements:

A. Policy

**The Certificate of Insurance shall:** (a) be in a form acceptable to State; (b) be written by an insurer acceptable to State; (c) be maintained at Contractor's sole expense; (d) be in full force for the complete term of the agreement; (e) be primary, and not in excess to any insurance carried by State; (f) be furnished to State within fifteen (15) days, upon request.

B. Coverage *(Additional coverage beyond the following, when required, shall be identified through an attachment to this exhibit.)*

**General Liability Insurance:** Contractor shall procure commercial general liability insurance covering liability arising out of premises operations, products/completed operations, independent contractors, personal/advertising injury and liability assumed under an insured contract with limits not less than $1,000,000 each occurrence, $2,000,000 general aggregate and $2,000,000 products/completed operations aggregate. Said policy shall apply separately to each insured against whom any claim is made or suit is brought subject to Contractor's limits of liability.

**Motor Vehicle Liability Insurance:** Contractor shall maintain motor vehicle liability insurance with limits not less than $1,000,000 combined single limit each accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in use by Contractor, including, but not limited to, Contractor owned, hired, and non-owned motor vehicles.

**Worker's Compensation and Employer's Liability Insurance:** Contractor shall maintain statutory worker's compensation and employer's liability insurance for all of Contractor's employees who will be engaged in the performance of work on the property, including special coverage extensions where applicable.

C. Endorsements ***(The following must appear on the Endorsement Page.)***

**Additional Insured:** That the State of California, its officers, agents, employees and servants are included as additional insured, but only insofar as the operations under this agreement are concerned. The endorsements are to be provided for the general liability and motor vehicle liability policies.

**Waiver of Subrogation:** When work is performed on State-owned or controlled property the Workers' Compensation and Employers' Liability policy shall be endorsed with a waiver of subrogation endorsement in favor of the State. This endorsement shall also be provided.

DRAFT

**2. Disputes**

Unless otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which cannot be resolved informally shall be decided by the following two-step procedures.

Contractor must provide written notice of the particulars of such disputes to the Project Manager or his/her duly appointed representative. The Project Manager must respond in writing within ten (10) working days of receipt of the written notice of dispute. Should Contractor disagree with the Project Manager's decision, Contractor may appeal to the second level. Pending the decision on appeal, Contractor shall proceed diligently with the performance of this agreement in accordance with the Project Manager's decision. The second level appeal must indicate why the Project Manager's decision is unacceptable, attaching to it Contractor's original statement of the dispute with supporting documents, along with a copy of the Project Manager's response. The second level appeal shall be sent to the Deputy Director of Administrative Services or his/her duly appointed representative. The second level appeal must be filed within fifteen (15) working days of receipt of the Project Manager's decision. Failure to submit an appeal within the period specified shall constitute a waiver of all such right to an adjustment of this agreement. The Deputy Director or designee shall meet with Contractor to review the issues raised. A written decision signed by the Deputy Director or designee shall be returned to Contractor within fifteen (15) working days of the receipt of the appeal.

**3. Termination for Convenience**

State reserves the right to terminate this agreement subject to 30 days written notice to Contractor. Contractor may submit a written request to terminate this agreement only if State should substantially fail to perform its responsibilities as provided herein.

DRAFT

**4. Force Majeure**

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

**5. Forced, Convict, and Indentured Labor**

No foreign-made equipment, materials, or supplies furnished to State pursuant to this agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to State or accepting a purchase order, Contractor agrees to comply with this provision of this agreement.

**6. Potential Subcontractors**

Nothing contained in this agreement or otherwise, shall create any contractual relation between State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from State's obligation to make payments to Contractor. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

**7. Priority Hiring Considerations for Contracts with a Value of $200,000**

If the resulting agreement will have a total value of $200,000 or more, Contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by the resulting agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

**8. Intellectual Property**

Any works developed during and/or pursuant to this agreement by Contractor, including all related copyrights and other proprietary rights therein, as may now exist and/or which hereafter come into existence, shall belong to State upon creation, and shall continue in State's exclusive ownership upon termination of this agreement. Contractor further intends and agrees to assign to State all right, title and interest in and to such materials as well as all related copyrights and other proprietary rights therein.

Contractor agrees to cooperate with State and to execute any document or documents that may be found to be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of copyright.

Contractor agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining State's prior written permission, and (b) granting to or obtaining for State a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.

DRAFT

**9. Contractor's Duties, Obligations and Rights**

Contractor is hereby apprised that California Public Contract Code Section 10335 through 10381 are applicable relative to Contractor's duties, obligations, and rights in performing the agreement.

**10. Executive Order N-6-22 – Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

STANISLAUS COUNTY
PARKS & RECREATION

Stanislaus County

**EXHIBIT A, ATTACHMENT I**
**DETAILED SCOPE OF WORK**

# TURLOCK LAKE STATE RECREATION AREA

2260 LAKE ROAD, LA GRANGE, CA 95329



## PARK IMPROVEMENTS ASSESSMENT

RED INC ARCHITECTS

STANISLAUS COUNTY
PARKS & RECREATION

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RED INC ARCHITECTS

# TURLOCK LAKE INTRODUCTION

## Background:

This report provides the findings, recommendations and estimates from the site visit assessment conducted on August 8th, 2023. In assessing the condition of the buildings, parking areas, recreation areas, and accessory buildings, RED Inc Architects identified those items that are in need of repair and/or replacement. The repair and/or replacement was determined by the severity of the existing condition of the building or the unsafe condition it may have become.
Elements that were observed and assessed included those listed below:

## Architectural Elements:

Visual examinations of exterior and interior conditions of the building were conducted. Exterior walls, doors, windows, and roof materials were visually observed for deficiencies and life safety concerns. Accessibility throughout the area is non-compliant and many access barriers were observed and will need to be mitigated.

## Mechanical/Electrical/Plumbing Elements:

Visual examinations of mechanical, electrical, and plumbing systems were conducted. Most of the systems visually observed had been vandalized and/or removed from the building and could not be verified.

## Life Safety:

The buildings are not occupiable at this time and present a safety hazard in current condition.

## Evaluation and Findings:

We broke out the site into 4 different areas as follows:
Area A – Day Use Area (1&2) and Boat Launch
Area B – Restroom #2 Lower Parking area and Pump House
Area C – Restroom #3 and Parking Area
Area D – Maintenance and Operations and Secondary Pump House/Tank

**Area A** - The assessment of Area A resulted in a renovation to the existing restroom structure that currently exists. The structure has been vandalized but appears to be in fair enough condition for an extensive renovation to bring it to a usable state. The Entry building is being recommended to be demolished and replaced. This can be replaced with a prefabricated pre-engineered Entry Building. The entire area would be cleared and grubbed with new irrigation and general tree cleanup and maintenance. Along the frontage of Area A and Area B, the existing damaged wood split rail fence will be removed and replaced with a chain-link fence and vehicular gate at the vehicle entrance. The entire parking and paving area would be renovated by grind/overlay/slurry seal and striping. ADA accessible parking stalls and accessible paths would need to be created. There is a portion of the retaining wall system that seems to be failing and would be removed and the area would be backfilled and re-graded. The perimeter guard railing at the remainder of the retaining wall would be removed and replaced. The existing boat dock would be removed and replaced.

**Opinion of Probable Costs for Area A: $1,490,026** (preliminary opinion of probable construction costs with detailed breakdown is included in Exhibit C of this report)*

**Area B** - The assessment of Area B resulted in Clear and grub the entire area and replant and trim trees. The fire department connection needs to be replaced. The restrooms should be demolished and replaced with a new prefabricated restroom. The pump house looks to be in a condition that can be renovated. The parking and paving area would be renovated by grind/overlay/slurry seal and striping. ADA accessible parking stalls and accessible paths would need to be created.

**Opinion of Probable Costs for Area B: $1,100,366** (preliminary opinion of probable construction costs with detailed breakdown is included in Exhibit C of this report)*

**Area C** - The assessment of Area C resulted in clear and grub the entire area trim and address overgrown trees. The restrooms should be demolished and replaced with a new pre-fabricated restroom building. The parking and paving area would be renovated by grind/overlay/slurry seal and striping. ADA accessible parking stalls and accessible paths would need to be created.

**Opinion of Probable Costs for Area C: $512,870** (preliminary opinion of probable construction costs with detailed cost breakdown is included in Exhibit C of this report)*

**Area D** - The assessment of Area D resulted in clear and grub the entire area. Trim and address overgrown tree canopies. The warehouse and shop buildings along with the Pump House, appear to be heavily damaged and vandalized. The buildings appear to be salvageable with an extensive renovation and repair of each. The parking and paving area would be renovated by grind/overlay/slurry seal and striping. ADA accessible parking stalls and accessible paths would need to be created.

**Opinion of Probable Costs for Area D: $751,017** (preliminary opinion of probable construction costs with detailed cost breakdown is included in Exhibit C of this report)*

** All the opinions of probable costs presented in this assessment report are for construction only. An opinion of probable costs does not take into account items such as; project management, design and engineering fees, legal, inspection services, consulting services, permitting, code review/plan check fees, impact fees, hazardous material testing and abatement, soil testing, owner contingency, and construction contingency. These items are typically an additional 35% of the overall construction cost amount and will need to be added to the project budget.*

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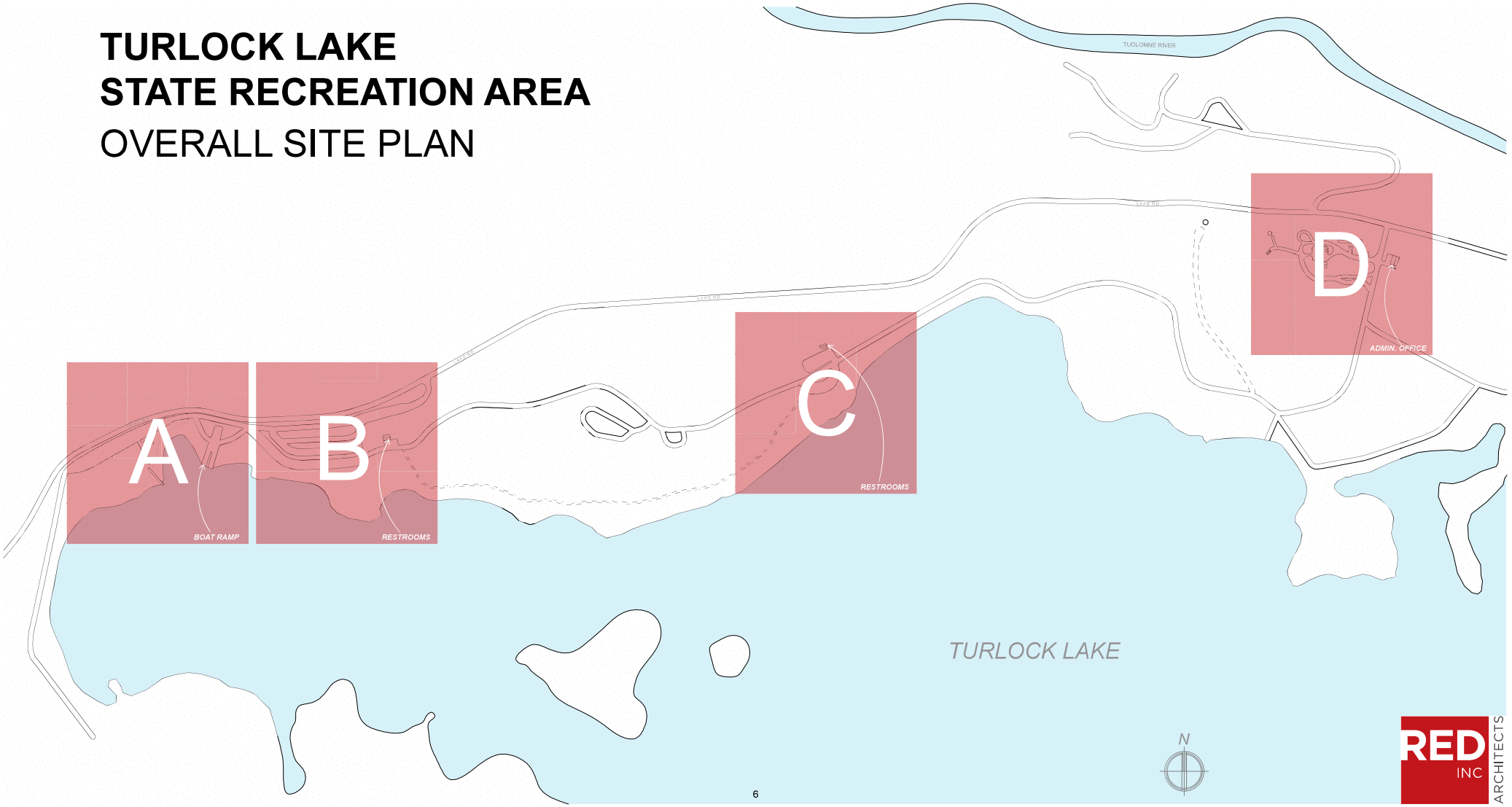
# EXHIBIT A

# SITE PLANS

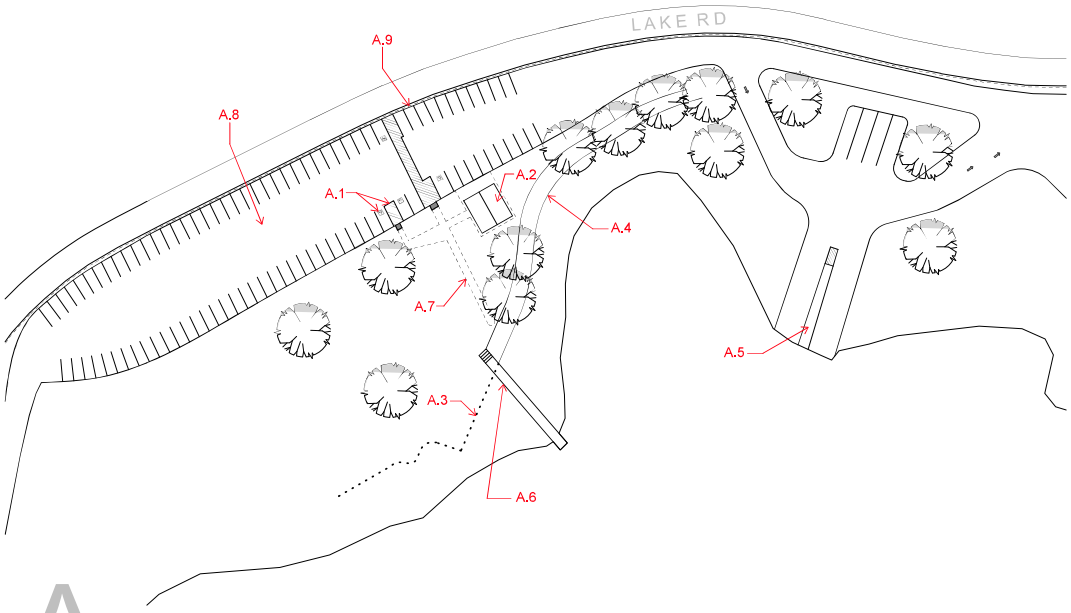
RED INC ARCHITECTS

STANISLAUS COUNTY
PARKS & RECREATION

# TURLOCK LAKE
# STATE RECREATION AREA
## OVERALL SITE PLAN




RED INC ARCHITECTS




# A

*GENERAL NOTES: CLEAN AND GRUB ALL LANDSCAPE AREAS, PRUNE EXISTING TREES AND REMOVE DEAD TREES AND SHRUBS*

A.1 PROVIDE NEW CONCRETE PAD AT ACCESSIBLE PARKING STALLS AND LOADING ZONE MEETING MAX. 2% CROSS SLOPE EACH DIRECTION - PROVIDE NEW STRIPING - RELOCATE 1 ACCESSIBLE STALL

A.2 RESTROOM BUILDING RENOVATION - SEE PAGE 2

A.3 REMOVE SECTION OF EXISTING CONCRETE RETAINING WALL SHOWN DASHED - REGRADE SOIL

A.4 DEMO EXISTING GALV. PIPE RAILING ALONG LENGTH OF RETAINING WALL - REPLACE WITH NEW 42" HIGH GUARDRAIL

A.5 DEMO AND REPLACE EXISTING BOAT DOCK - SEE PAGE 3

A.6 PROVIDE NEW CMU RETAINING WALL SLOPING WITH NEW ADJACENT GRADE - PROVIDE NEW 42" GUARD RAIL ON TOP OF WALL

A.7 DEMO AND REPLACE EXISTING WALKWAY WITH NEW CONCRETE WALKWAY WITH MAX. 5% RUNNING SLOPE AND 2% CROSS SLOPE

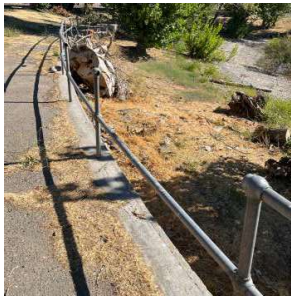
A.8 GRIND AND SEAL ENTIRE PARKING LOT AND DRIVEWAYS - PROVIDE NEW STRIPING THROUGHOUT

A.9 REMOVE SPLIT RAIL FENCING ALONG ENTIRETY OF FRONTAGE AT DAY USE AREA PARKING LOT AND REPLACE WITH NEW CHAIN LINK FENCE WITH SLIDING GATE AT ENTRY


A.1 EXISTING ADA PARKING STALLS


A.7 EXISTING WALK WAY

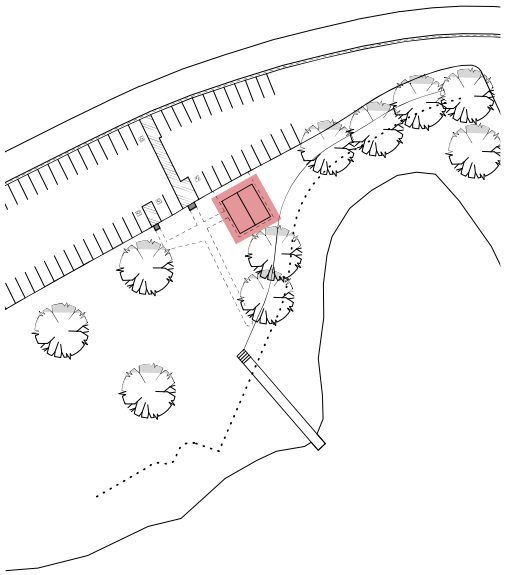

A.3 EXISTING RETAINING WALL


A.4 EXISTING RAILING


A.3 & A.4 EXISTING RAILING AT RETAINING WALL


A.9 EXISTING FENCE





# A.2

*EXISTING STRUCTURE HOLDS A TOTAL OF SIX RESTROOMS. PIPE WELL WAS BROKEN INTO, ALL COPPER WATER SUPPLY WAS VANDALIZED AND REMOVED. WATER IS SUPPLIED BY THE WELL AND PUMP STATION ON SITE LOCATED AT THE LOWER LEVEL PUMPHOUSE. WASTE IS CONNECTED TO* ADJACENT SEPTIC



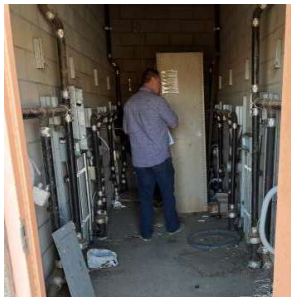
A.2.1 EXISTING RESTROOM EXTERIOR



A.2.7 EXISTING RESTROOM INTERIOR



A.2.6 EXISTING RESTROOM ELECTRICAL PANEL

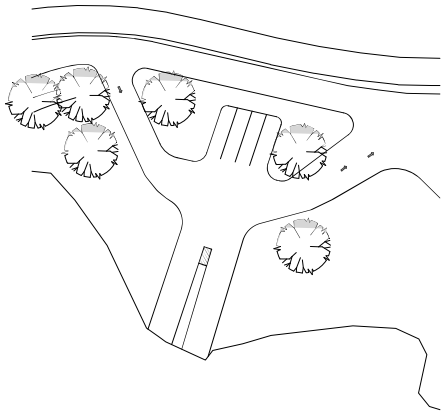


A.2 EXISTING RESTROOM PIPEWELL

A.2 RESTROOM BUILDING RENOVATION:

A.2.1 REMOVE GRAFFITTI AND REPAINT EXTERIOR DOORS AND FRAMES
A.2.2 PROVIDE NEW BACKFLOW PREVENTER
A.2.3 INSPECT AND FLUSH OUT EXISTING SEWER LINES
A.2.4 RE-WIRE EXISTING ELECTRICAL AND LIGHTING
A.2.5 PROVIDE NEW LED LIGHT FIXTURES THROUGHOUT BUILDING
A.2.6 PROVIDE NEW MAIN ELECTRICAL MAIN PANEL AND METERS AND SUB PANEL
A.2.7 REMOVE ALL FIXTURES AND FINISHES AT RESTROOM INTERIORS AND REPLACE IN-KIND







A.3 EXISTING BOAT RAMP



A.3.1 EXISTING PAVING



A.3 EXISTING BOAT RAMP

# A.3

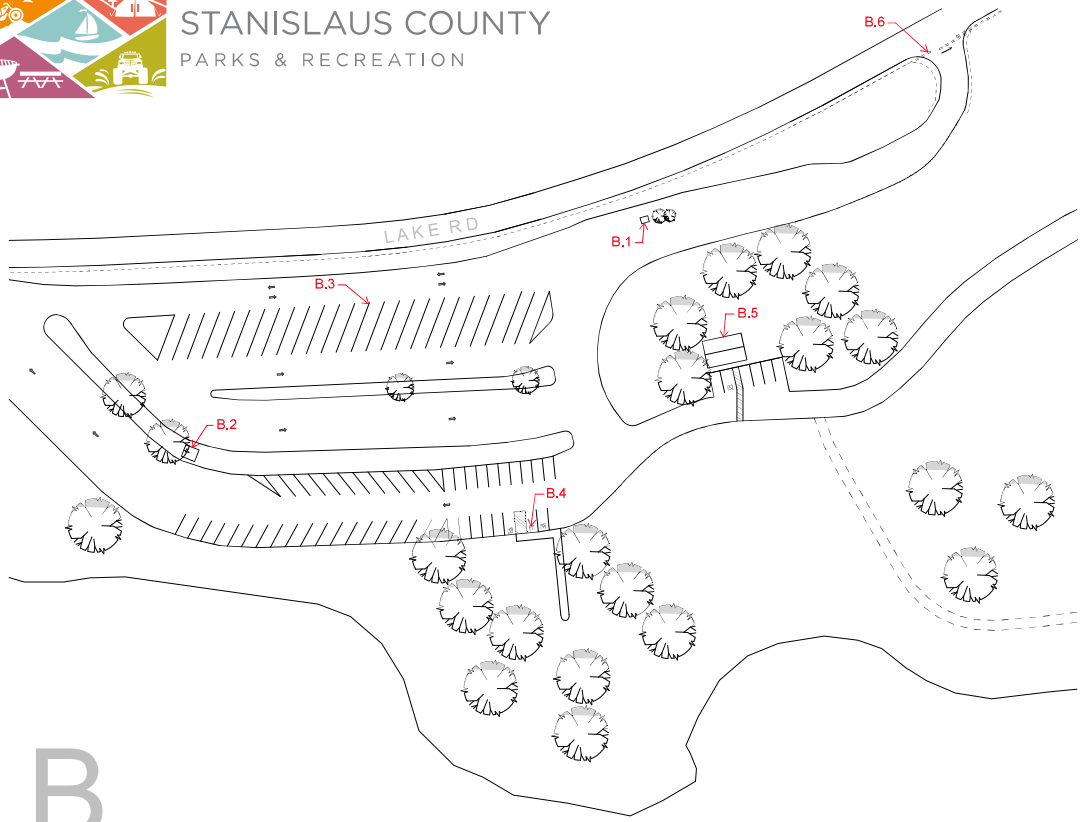
*EXISTING BOAT RAMP BOARDS ARE SUN BEATEN, SPLINTERED AND NEED REPAIR. RUST WAS NOTED ON FLOATING FOUNDATION. THE PAVING AND CONCRETE TRANSITION TO THE BOAT RAMP IS DETERIORATING.SYSYTEM. BACKFLOW WAS VANDALIZED AND REMOVED.*

A.3 DEMO AND REPLACE EXISTING BOAT RAMP

A.3.1 GRIND AND SEAL ENTIRE PARKING LOT AND DRIVEWAYS - PROVIDE NEW STRIPING THROUGHOUT



STANISLAUS COUNTY
PARKS & RECREATION




# B

*GENERAL NOTES: CLEAN AND GRUB ALL LANDSCAPE AREAS, PRUNE EXISTING TREES AND REMOVE DEAD TREES AND SHRUBS*

B.1 DEMO EXISTING ENTRY STATION BUILDING AND SLAB - PROVIDE NEW CONCRETE SLAB AND UTILITIES FOR NEW PRE-FABRICATED ENTRY BUILDING
B.2 PROVIDE NEW ROOF AND DOOR AT EXISTING PUMPHOUSE - ENCLOSE EXISTING WINDOW - REPAINT EXTERIOR
B.3 GRIND AND SEAL ENTIRE PARKING LOT AND DRIVEWAYS - PROVIDE NEW STRIPING THROUGHOUT
B.4 PROVIDE NEW CONCRETE PAD AT ACCESSIBLE PARKING STALLS AND LOADING ZONE MEETING MAX. 2% CROSS SLOPE EACH DIRECTION - PROVIDE NEW STRIPING - RELOCATE 1 ACCESSIBLE STALL
B.5 DEMO EXISTING RESTROOM BUILDING AND SLAB - LOCATE AND CAP ALL UTILITIES. PROVIDE NEW CONCRETE SLAB AND UTILITIES FOR NEW PRE-FABRICATED RESTROOM BUILDING "THE PUBLIC RESTROOM COMPANY SS-242 OR EQUAL.
B.6 REMOVE SPLIT RAIL FENCING ALONG ENTIRETY OF FRONTAGE AT DAY USE AREA PARKING LOT AND REPLACE WITH NEW CHAIN LINK FENCE WITH SLIDING GATE AT ENTRY


B.1 EXISTING ENTRY STATION


B.2 EXISTING PUMP HOUSE


B.3 EXISTING PARKING LOT


B.4 EXISTING ADA PARKING STALLS


B.5 EXISTING RESTROOMS



B.5 NEW RESTROOM DESIGN

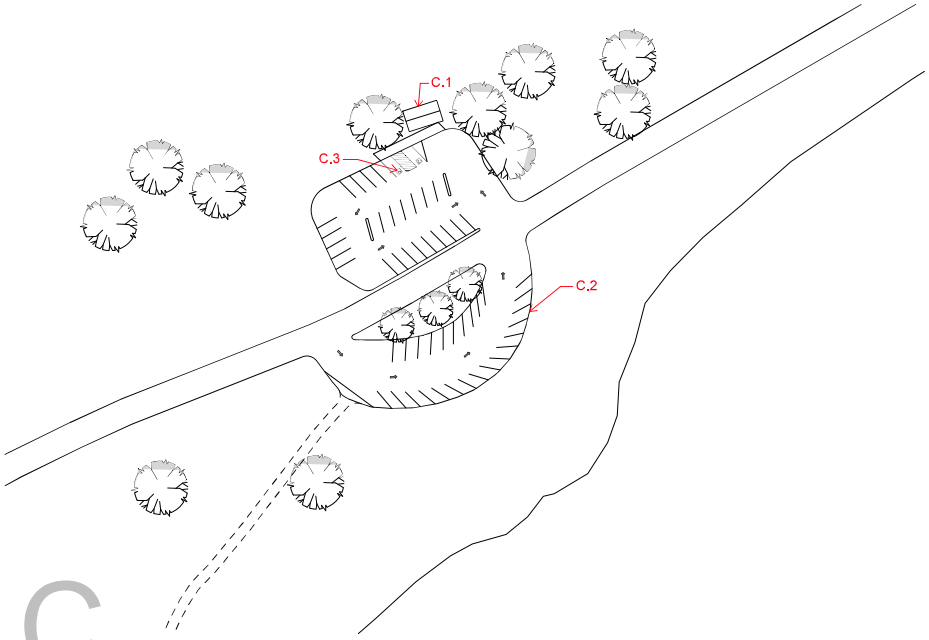



TURLOCK LAKE STATE RECREATION AREA : PARK IMPROVEMENTS AREA B



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C

*GENERAL NOTES: CLEAN AND GRUB ALL LANDSCAPE AREAS, PRUNE EXISTING TREES AND REMOVE DEAD TREES AND SHRUBS*



C.1 EXISTING RESTROOMS




C.1 NEW RESTROOM DESIGN

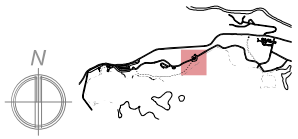


C.2 EXISTING PARKING LOT

C.1 DEMO EXISTING RESTROOM BUILDING AND SLAB - LOCATE AND CAP ALL UTILITIES. PROVIDE NEW CONCRETE SLAB AND UTILITIES FOR NEW PRE-FABRICATED RESTROOM BUILDING "THE PUBLIC RESTROOM COMPANY SP-044 OR EQUAL.

C.2 GRIND AND SEAL ENTIRE PARKING LOT AND DRIVEWAY - PROVIDE NEW STRIPING THROUGHOUT

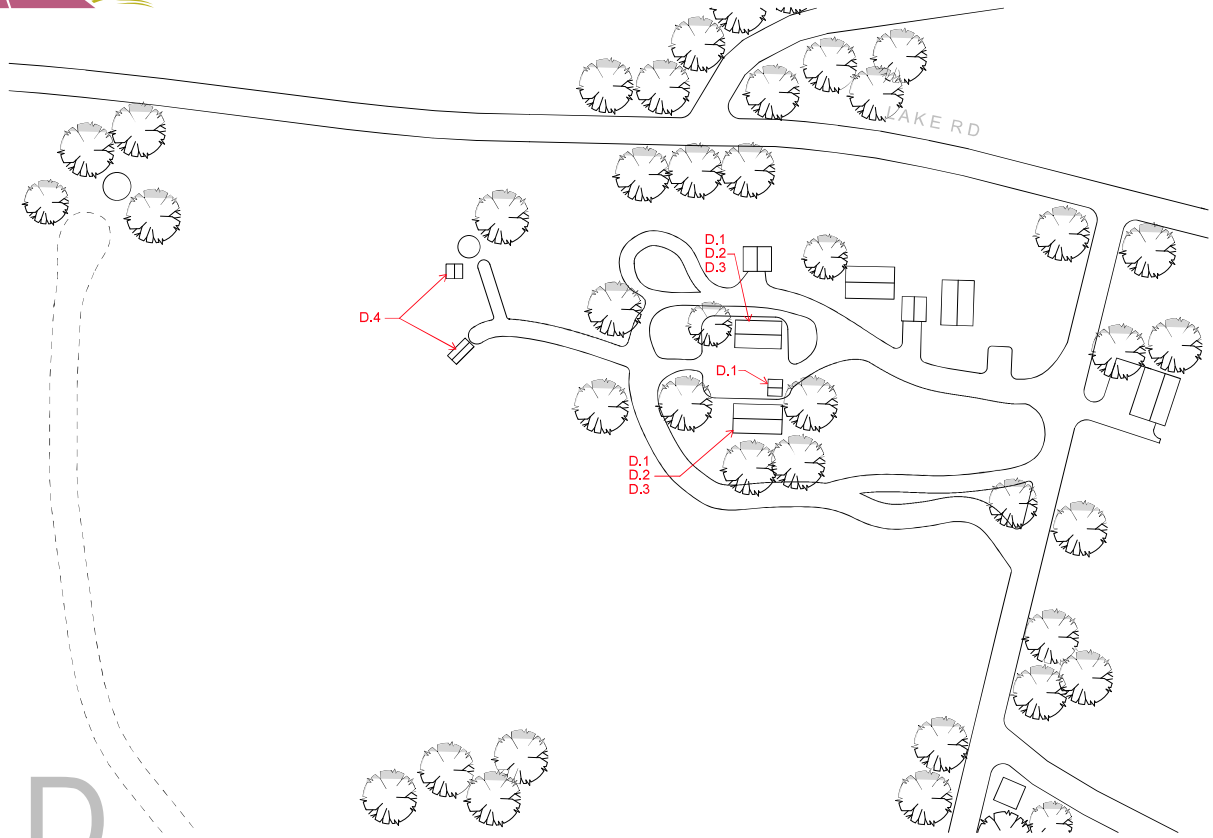
C.3 PROVIDE 2 NEW ACCESSIBLE PARKING STALLS AND LOADING ZONE MEETING MAX. 2% CROSS SLOPE EACH DIRECTION- PROVIDE ACCESSIBLE CONCRETE WALKWAY TO NEW RESTROOM BUILDING






RED INC ARCHITECTS

STANISLAUS COUNTY
PARKS & RECREATION




D

*GENERAL NOTES: CLEAN AND GRUB ALL LANDSCAPE AREAS, PRUNE EXISTING TREES AND REMOVE DEAD TREES AND SHRUBS*


D.1 EXISTING WAREHOUSE


D.2 EXISTING SHED


D.3 EXISTING LAKE SHOP


D.4 EXISTING SECONDARY PUMP HOUSE

D.1 REPAIR SIDING, TRIM AND WINDOWS AT EXISTING WAREHOUSE, LAKESHOP AND SHED. REMOVE AND REPLACE ROOFING WITH NEW COMPOSITION SHINGLES AND NEW GUTTER/DOWNSPOUTS
D.2 REMOVE AND REPLACE ROLL-UP DOORS AT EXISTING WAREHOUSE AND LAKESHOP BUILDINGS
D.3 PROVIDE NEW ELECTRICAL POWER AND LIGHTING AT EXISTING WAREHOUSE AND LAKESHOP BUILDINGS
D.4 REPAIR ELECTRICAL AND REPLACE PANELS AT EXISTING SECONDARY PUMPHOUSE






RED INC ARCHITECTS

STANISLAUS COUNTY
PARKS & RECREATION

# EXHIBIT B
# SITE PHOTOS

RED INC ARCHITECTS

## Area A: Perimeter Fencing



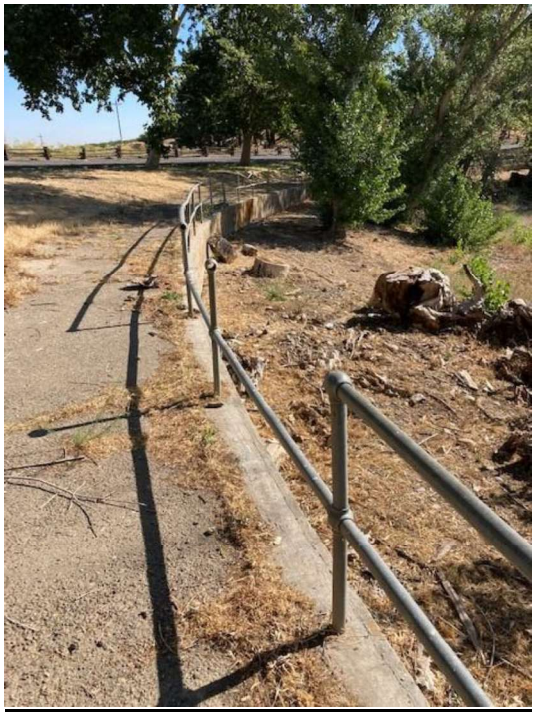
## Area A: Parking Lot



## Area A: Picnic Area/Site Furnishings



## Area A: Retaining Wall



## Area A: Retaining Wall



## Area A: Day-Use Restrooms



## Area A: Day-Use Restrooms





## Area A: Boat Launch/Ramp





## Area B: Entry Station




## Area B: Pump House/Restrooms/Changing Rooms





## Area C: Ski beach Restrooms/Changing Rooms





## Area D: Workshop/Storage Warehouse





STANISLAUS COUNTY
PARKS & RECREATION

# EXHIBIT C

# OPINION OF PROBABLE COSTS

RED INC ARCHITECTS

## PREFACE TO OPINION OF PROBABLE COST

The Opinion of Probable Cost hereunder has been compiled from drawings and specifications believed to be an accurate portrayal of the project as drawn and indicated by the architect and/or engineers on drawings. If said drawings and specifications are incomplete, the project cost engineer has included those items which would usually appear in final drawings and specifications for a complete project in a manner ordinarily prudent under the circumstances. Specialty items unknown to the cost engineer will not normally be included unless communicated through the architect and/or engineers.

The user is cautioned that changes in the scope of the project or the drawings and specifications after the Opinion of Probably Cost has been submitted can cause cost changes and the cost engineer should be notified for appropriate addenda to be issued to the Opinion of Probable Cost.

Escalation has been added to the Opinion of Probable Cost to the anticipated midpoint of construction on the whole project. The escalation is based on a starting date believed to be accurate; however, unwarranted delays should be cause for added escalation at the current rate.

The Opinion of Probable Cost has also been adjusted for geographical location based on local material and labor rates as well as local construction practice in a prevailing wage environment.

In the current Seller's market for construction, our experience shows the following results on competitive bids, as a differential from final Opinion of Probable Cost.

| | |
|---|---|
| 1 Bid, (Sole Sourced or Negotiated) | + 15% to +38% |
| 2 - 3 Bids | + 8% to +12% |
| 4 - 5 Bids | + 4% to - 4% |
| 6 - 7 Bids | - 5% to - 7% |
| 8 or more bids | - 8% to - 20% |

***Accordingly, it is extremely important that the owner maintain continuous contact with the bidders during the bid period to assure a minimum of 4 - 5 Bids***

**Opinion of Probable Cost**

An Opinion of Probable Cost of cost shall be construed as an indefinite evaluation of cost based on similar structures, produced from plans and/or criteria during early stages of design commonly indicated as schematic or concept level. The cost engineer will add items which are not on the plans and use judgment but cannot know in total what the architect/engineer will later include.

In providing Opinion of Probable Costs, the Client understands that the consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's Opinion of Probable Costs are made on the on the basis of the Consultant's professional judgment and experience and historical costs and data as the basis of pricing. The Consultant makes no warranty, express or implied than the bids or the negotiated cost of the work will not vary from the Consultant's Opinion of Probable Cost.

The Opinion of Probable Cost is comprised of a survey of the quantities measured from the plans and specifications beyond the schematic stage commonly known as design development or working drawings. The estimator will add those items which may not appear on the plans but which he deems may latter be included by the Architect & Engineers.
The total cost is based on the work being performed by a single prime contractor in a continuous phase with construction.

The Opinion of Probable Cost will make the assumption that the following will be covered separately or not required for this project, unless specifically noted.

1. Hazardous abatement
2. Offsite work
3. Utility company fees, unless otherwise noted.
4. Any unforeseen subterranean conditions or objects

**CONTINGENCY**

The Owner and the Consultant agree that certain costs and changes may be required, and therefore, the final construction cost of the Project may exceed the Opinion of Probable Cost.

**BID**

An offer to enter into a contract at a fixed price good for a limited length of time.

**County of Stanislaus**
**Turlock Lake**
**Park Improvements Report**

Sierra West Group
CONSTRUCTION CONSULTANTS

**SITE SUMMARY**

AC: 14.97

**ARCHITECT:** **RED Inc, Architects**

DATE: 22-Feb-24

| DESCRIPTION | | AREA COST | COST PER ACRE | TOTAL AREA COST |
|---|---|---|---|---|
| AREA 'A' | SUBTOTAL-DAY USE AREA (1&2) AND BOAT LAUNCH | $1,490,026 | $99,548 | **2,140,566** |
| AREA 'B' | SUBTOTAL-RESTROOM #2, LOWER PARKING AND PUM | $1,100,366 | $73,515 | **1,580,782** |
| AREA 'C' | SUBTOTAL-RESTROOM #3 AND PARKING | $512,870 | $34,265 | **736,787** |
| AREA 'D' | SUBTOTAL- M&O AND SECONDARY PUMP HOUSE & TA | $751,017 | $50,175 | **1,078,908** |
| **TOTAL SUBCONTRACT COST** | | **$3,854,279** | **$257,504** | |
| 19.0 GENERAL CONDITIONS | 8.0% | $308,342 | | |
| 20.0 CONTINGENCY - UNDOCUMENTED NEEDS | 15.0% | $624,393 | | |
| 22.0 OVERHEAD & PROFIT | 5.0% | $239,351 | | |
| 23.0 BONDS AND INSURANCE | 2.0% | $100,527 | | |
| **SUBTOTAL MARK UPS** | | **$1,272,614** | | |
| **SUBTOTAL CONSTRUCTION - TODAY'S DOLLARS** | | **$5,126,893** | | |
| | | Annual Inflation | | |
| 20.0 Escalation - 8% Annual | 1 YR | $410,151 | | |
| **TOTAL HARD CONSTRUCTION** | | **$5,537,044** | **$369,929** | |

**SOFT COSTS - Not included in Current Cost Estimate**

These costs are related to those items in a project that are necessary to prepare and complete the non-construction needs of the project. Soft costs include the architect's fees, the construction management services, the engineering reports and fees, the appraisal fee, the toxic report fee, owner contingencies, inspections, bidding/ award costs, any government fees - including the plan check fee, the cost of the building permit, any assessments, any sewer and water hook-up fees. These costs are related to those items in a project that are necessary to prepare and complete the non-construction needs of the project. Soft costs do not include construction, telecommunications, furnishings, fixed equipment, and expenditures for any other permanent components of the project.

RED INC ARCHITECTS

**County of Stanislaus**
**Turlock Lake**
**Park Improvements Report**

Sierra West Group
CONSTRUCTION CONSULTANTS

**ARCHITECT: RED Inc, Architects**

ACRES: 15
DATE: 9-Feb-24
BY: J. Moreno

## SITE WORK

| | DESCRIPTION | QUAN. | UNIT | UNIT COST | TOTAL |
|---|---|---|---|---|---|
| GENERAL | CLEAR AND GRUB | 180,000 | SF | $0.30 | $54,000 |
| GENERAL | IRRIGATION REPAIRS | 180,000 | SF | $1.00 | $180,000 |
| GENERAL | TRIM TREES | 1 | LOT | $10,000.00 | $10,000 |
| GENERAL | PARK DIRECTORY | 3 | EA | $5,000.00 | $15,000 |
| GENERAL | REPLACE 2.5" IRRIGATION BFPD | 2 | EA | $6,500.00 | $13,000 |
| GENERAL | ADA PICNIC TABLE W. DG PATHWAY | 2 | LOT | $7,500.00 | $15,000 |
| GENERAL | REPLACE ADA DRINKING FOUNTAIN | 2 | EA | $9,500.00 | $19,000 |
| GENERAL | ADD - SOLAR LIGHT POLES | 4 | EA | $5,500.00 | $22,000 |
| GENERAL | ADD -TRASH/ RECYCLE RECEPTACLES | 6 | EA | $2,500.00 | $15,000 |
| | **A.1 ADA PARKING STALLS/ CROSSINGS** | | | | |
| | SAWCUT AC PAVING | 200 | LF | $7.50 | $1,500 |
| | REMOVE AC PAVING | 2,200 | SF | $3.00 | $6,600 |
| | HEAVY DUTY PCC PAVING | 2,200 | SF | $25.00 | $55,000 |
| | ADA SIGNAGE/ STRIPING/ BULK STRIPING | 1 | LOT | $10,000.00 | $10,000 |
| | **A.2 RESTROOM BLDG RENOVATION** | | | | |
| | REPLACE ELECTRICAL MAIN SERVICE | 800 | AMP | $65.00 | $52,000 |
| | REPLACE BLDG DISTRIBUTION PANEL | 225 | AMP | $50.00 | $11,250 |
| | REPLACE PANEL FEEDERS | 60 | LF | $175.00 | $10,500 |
| | REPLACE LIGHTING | 360 | BLDGSF | $15.00 | $5,400 |
| | REPLACE CONVENIENCE DEVICES | 360 | BLDGSF | $10.00 | $3,600 |
| | EXTERIOR/ INTERIOR PAINT | 360 | BLDGSF | $20.00 | $7,200 |
| | REPLACE ALL P-FIXTURES W. TOP OUT PIPING | 12 | FIX | $4,500.00 | $54,000 |
| | REPLACE TOILET FITMENTS | 6 | STALLS | $750.00 | $4,500 |
| | REPLACE DOOR HARDWARE | 7 | EA | $750.00 | $5,250 |
| | SIGNAGE | 7 | EA | $200.00 | $1,400 |
| | MISC. VANDALISM REPAIRS ALLOWANCE | 360 | BLDGSF | $25.00 | $9,000 |
| | **A.3 REMOVE RETAINING WALL/ GRADING** | | | | |
| | REMOVE RETAINING WALL/ FOUNDATION | 150 | LF | $80.00 | $12,000 |
| | BACKFILL/ COMPACT | 24 | CYDS | $30.00 | $720 |
| | GRADING | 3,000 | SF | $1.50 | $4,500 |
| | GROUND COVER | 3,000 | SF | $2.50 | $7,500 |
| | **A.4 REMOVE AND REPLACE GUARD RAILING** | 300 | LF | $265.00 | $79,500 |
| | **A.5 REMOVE AND REPLACE BOAT DOCK** | 400 | SF | $100.00 | $40,000 |
| | **A.6 NEW RETAINING WALL W. RAILINGS** | | | | |
| | FOUNDATION | 29 | CYDS | $1,200.00 | $34,560 |
| | CMU WALL | 421 | SF | $75.00 | $31,590 |
| | WATERPROOFING | 421 | SF | $15.00 | $6,318 |
| | BACKFILL W. DRAINAGE PIPE | 86 | CYDS | $45.00 | $3,888 |
| | RAILINGS | 90 | LF | $225.00 | $20,250 |

RED INC ARCHITECTS

**County of Stanislaus**
**Turlock Lake**
**Park Improvements Report**

Sierra West Group
CONSTRUCTION CONSULTANTS

**ARCHITECT: RED Inc, Architects**

ACRES: 15
DATE: 9-Feb-24
BY: J. Moreno

## SITE WORK

| | | DESCRIPTION | QUAN. | UNIT | UNIT COST | TOTAL |
|---|---|---|---|---|---|---|
| | **A.7** | **REMOVE AND REPLACE WALKWAY** | 2,000 | SF | $25.00 | $50,000 |
| | **A.8** | **GRIND, OVERLAY, SLURRY SEAL & STRIPE** | 44,000 | SF | $5.75 | $253,000 |
| | | ADD - BOAT LAUNCH | 18,000 | SF | $5.75 | $103,500 |
| | **A.9** | **REPLACE SPLIT RAIL FENCING W. C.L.** | 2,100 | LF | $125.00 | $262,500 |
| | | **SUBTOTAL-DAY USE AREA (1&2) AND BOAT LAUNCH** | | | | **$1,490,026** |
| GENERAL | | CLEAR AND GRUB | 120,000 | SF | $0.30 | $36,000 |
| GENERAL | | TRIM TREES | 1 | LOT | $10,000.00 | $10,000 |
| GENERAL | | PARK DIRECTORY | 1 | EA | $5,000.00 | $5,000 |
| GENERAL | | REPLACE FIRE DEPARTMENT CONNECTION (FDC) | 1 | EA | $2,850.00 | $2,850 |
| GENERAL | | ADD - SOLAR LIGHT POLES | 2 | EA | $5,500.00 | $11,000 |
| GENERAL | | ADD -TRASH/ RECYCLE RECEPTACLES | 1 | EA | $2,500.00 | $2,500 |
| | **B.1** | **REPLACE RESTROOM BLDG** | | | | |
| | | DEMOLISH (E) R/R W. SLAB | 260 | SF | $15.00 | $3,900 |
| | | EXCAVATION/ PAD PREP | 340 | SF | $60.00 | $20,400 |
| | | UTILITY CONNECTIONS - WATER/ SEWER/ POWER | 40 | LF | $400.00 | $16,000 |
| | | NEW PRE-FAB RESTROOM BLDG | 1 | LOT | $305,000.00 | $305,000 |
| | | COORDINATE ADA PARKING WITH IMPROVEMENTS | 1 | LOT | $10,000.00 | $10,000 |
| | **B.2** | **PUMP HOUSE IMPROVEMENTS** | | | | |
| | | REPLACE MISSING WELL PUMP - 7.5HP | 1 | EA | $12,250.00 | $12,250 |
| | | REPLACE CHLORINATION FEEDER | 1 | LOT | $3,750.00 | $3,750 |
| | | REPLACE HYDRPNEUMATIC TANK - 250GAL | 1 | EA | $10,500.00 | $10,500 |
| | | PRESSURE SWITCH/ ROUGH IN PIPIG | 1 | LOT | $5,000.00 | $5,000 |
| | | DEMOLITION ROOF/ VANDALISM | 130 | SF | $5.00 | $650 |
| | | FASCIA | 70 | BF | $12.00 | $840 |
| | | FASCIA FLASHING | 50 | LF | $12.00 | $600 |
| | | GUTTERS & DOWNSPOUTS | 21 | LF | $30.00 | $630 |
| | | STANDING SEAM ROOFING | 130 | SF | $40.00 | $5,200 |
| | | SELF ADHERED WATERPROOF MEMBRANE | 130 | SF | $10.00 | $1,300 |
| | | EXTERIOR GYPSUM BOARD UNDERLAYMENT- 5/8" | 260 | SF | $5.00 | $1,300 |
| | | EXT. DOOR, FRAME & HARDWARE- HM 3070 | 1 | EA | $2,800.00 | $2,800 |
| | | GYPSUM BOARD TO CEILING | 100 | SF | $6.00 | $600 |
| | | PAINT INTERIOR & EXTERIOR | 774 | SF | $4.00 | $3,096 |
| | | PAINT TO DOORS | 1 | EA | $250.00 | $250 |
| | | DOOR SIGNAGE | 1 | EA | $75.00 | $75 |
| | | REPLACE PANEL- 240/120V N3R | 225 | AMP | $50.00 | $11,250 |
| | | PANEL FEEDER- 100A | 30 | LF | $80.00 | $2,400 |
| | | PANEL FEEDER- 60A | 20 | LF | $60.00 | $1,200 |

RED INC ARCHITECTS

**County of Stanislaus**
**Turlock Lake**
**Park Improvements Report**

Sierra West Group
CONSTRUCTION CONSULTANTS

**ARCHITECT: RED Inc, Architects**

ACRES: 15
DATE: 9-Feb-24
BY: J. Moreno

## SITE WORK

| | | DESCRIPTION | QUAN. | UNIT | UNIT COST | TOTAL |
|---|---|---|---|---|---|---|
| | | MOTOR CONNECTION TO PUMP CONTROLLER- 7.5 HP | 1 | EA | $885.00 | $885 |
| | | PUMP FEEDER- 70A | 20 | LF | $24.00 | $480 |
| | | EQUIPMENT FEEDERS- 30A | 70 | LF | $24.00 | $1,680 |
| | | BUILDING DISCONNECT- 60A WP | 1 | EA | $1,250.00 | $1,250 |
| | | FUSED DISCONNECTS- 30A | 3 | EA | $900.00 | $2,700 |
| | | LIGHT FIXTURE 'L'- EXT WALL PACK- 14W LED | 1 | EA | $850.00 | $850 |
| | | INTERIOR LIGHT FIXTURES | 2 | EA | $350.00 | $700 |
| | | OCCUPANCY SENSOR SWITCH | 1 | EA | $285.00 | $285 |
| | | DUPLEX OUTLETS- WP GFI | 1 | EA | $285.00 | $285 |
| | | WEATHERHEAD | 1 | EA | $850.00 | $850 |
| | | RECONNECT (E) OVERHEAD SERVICE | 1 | EA | $1,200.00 | $1,200 |
| | | DEVICE CONDUIT AND WIRE | 120 | LF | $14.00 | $1,680 |
| | **B.3** | **GRIND, OVERLAY, SLURRY SEAL & STRIPE** | 100,000 | SF | $5.75 | $575,000 |
| | **B.4** | **ADA PARKING STALLS/ CROSSINGS** | | | | |
| | | SAWCUT AC PAVING | 120 | LF | $7.50 | $900 |
| | | REMOVE AC PAVING | 760 | SF | $3.00 | $2,280 |
| | | HEAVY DUTY PCC PAVING | 760 | SF | $25.00 | $19,000 |
| | | ADA SIGNAGE/ STRIPING/ BULK STRIPING | 1 | LOT | $4,000.00 | $4,000 |
| | | **SUBTOTAL-RESTROOM #2, LOWER PARKING AND PUMPHOUSE** | | | | **$1,100,366** |
| GENERAL | | CLEAR AND GRUB | 40,000 | SF | $0.30 | $12,000 |
| GENERAL | | TRIM TREES | 1 | LOT | $10,000.00 | $10,000 |
| GENERAL | | PARK DIRECTORY | 1 | EA | $5,000.00 | $5,000 |
| GENERAL | | ADD - SOLAR LIGHT POLES | 2 | EA | $5,500.00 | $11,000 |
| GENERAL | | ADD -TRASH/ RECYCLE RECEPTACLES | 1 | EA | $2,500.00 | $2,500 |
| | **C.1** | **REPLACE RESTROOM BLDG** | | | | |
| | | DEMOLISH (E) R/R W. SLAB | 200 | SF | $15.00 | $3,000 |
| | | EXCAVATION/ PAD PREP | 260 | SF | $60.00 | $15,600 |
| | | UTILITY CONNECTIONS - WATER/ SEWER/ POWER | 40 | LF | $400.00 | $16,000 |
| | | NEW PRE-FAB RESTROOM BLDG | 1 | LOT | $235,000 | $235,000 |
| | | COORDINATE ADA PARKING WITH IMPROVEMENTS | 1 | LOT | $10,000.00 | $10,000 |
| | **C.2** | **GRIND, OVERLAY, SLURRY SEAL & STRIPE** | 30,000 | SF | $5.75 | $172,500 |
| | **C.3** | **ADA PARKING STALLS/ CROSSINGS** | | | | |
| | | SAWCUT AC PAVING | 100 | LF | $7.50 | $750 |
| | | REMOVE AC PAVING | 590 | SF | $3.00 | $1,770 |
| | | HEAVY DUTY PCC PAVING | 590 | SF | $25.00 | $14,750 |
| | | ADA SIGNAGE/ STRIPING/ BULK STRIPING | 1 | LOT | $3,000.00 | $3,000 |
| | | **SUBTOTAL-RESTROOM #3 AND PARKING** | | | | **$512,870** |

RED INC ARCHITECTS

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ACRES: 15
DATE: 9-Feb-24
BY: J. Moreno

## SITE WORK

| | | DESCRIPTION | QUAN. | UNIT | UNIT COST | TOTAL | |
|---|---|---|---|---|---|---|---|
| GENERAL | | CLEAR AND GRUB | 120,000 | SF | $0.30 | $36,000 | |
| GENERAL | | TRIM TREES | 1 | LOT | $10,000.00 | $10,000 | |
| | **D.1-3** | **WAREHOUSE/ SHOP AND SHED IMPROVEMENTS** | | | | | |
| | | DEMOLITION ROOF/ VANDALISM | 3,500 | SF | $5.00 | $17,500 | |
| | | FASCIA | 240 | BF | $12.00 | $2,880 | |
| | | FASCIA FLASHING | 240 | LF | $12.00 | $2,880 | |
| | | GUTTERS & DOWNSPOUTS | 240 | LF | $30.00 | $7,200 | |
| | | ASPHALT COMPOSITITION ROOFING | 3,500 | SF | $6.50 | $22,750 | |
| | | SELF ADHERED WATERPROOF MEMBRANE | 3,500 | SF | $3.50 | $12,250 | |
| | | REPLACE ROLL UP DOORS | 8 | EA | $7,500.00 | $60,000 | |
| | | GYPSUM BOARD TO CEILING | 100 | SF | $6.00 | $600 | |
| | | PAINT INTERIOR & EXTERIOR | 774 | SF | $4.00 | $3,096 | |
| | | PAINT TO DOORS | 1 | EA | $250.00 | $250 | |
| | | DOOR SIGNAGE | 1 | EA | $75.00 | $75 | |
| | | REPLACE BLDG DISTRIBUTION PANEL | 450 | AMP | $50.00 | $22,500 | |
| | | REPLACE PANEL FEEDERS | 120 | LF | $175.00 | $21,000 | |
| | | REPLACE LIGHTING | 3,500 | BLDGSF | $10.00 | $35,000 | |
| | | REPLACE CONVENIENCE DEVICES | 3,500 | BLDGSF | $5.00 | $17,500 | |
| | **D.4** | **PUMP HOUSE IMPROVEMENTS** | | | | | |
| | | REPLACE POTABLE WATER STORAGE TANK | 50,000 | GAL | $5.00 | $250,000 | |
| | | REPLACE MISSING WELL PUMP - 7.5HP | 1 | EA | $12,250.00 | $12,250 | |
| | | REPLACE CHLORINATION FEEDER | 1 | LOT | $3,750.00 | $3,750 | |
| | | REPLACE HYDRPNEUMATIC TANK - 250GAL | 1 | EA | $10,500.00 | $10,500 | |
| | | PRESSURE SWITCH/ ROUGH IN PIPIG | 1 | LOT | $5,000.00 | $5,000 | |
| | | DEMOLITION ROOF/ VANDALISM | 130 | SF | $5.00 | $650 | |
| | | FASCIA | 70 | BF | $12.00 | $840 | |
| | | FASCIA FLASHING | 50 | LF | $12.00 | $600 | |
| | | GUTTERS & DOWNSPOUTS | 21 | LF | $30.00 | $630 | |
| | | STANDING SEAM ROOFING | 130 | SF | $40.00 | $5,200 | |
| | | SELF ADHERED WATERPROOF MEMBRANE | 130 | SF | $10.00 | $1,300 | |
| | | EXTERIOR GYPSUM BOARD UNDERLAYMENT- 5/8" | 260 | SF | $5.00 | $1,300 | |
| | | EXT. DOOR, FRAME & HARDWARE- HM 3070 | 1 | EA | $2,800.00 | $2,800 | |
| | | GYPSUM BOARD TO CEILING | 100 | SF | $6.00 | $600 | |
| | | PAINT INTERIOR & EXTERIOR | 774 | SF | $4.00 | $3,096 | |
| | | PAINT TO DOORS | 1 | EA | $250.00 | $250 | |
| | | DOOR SIGNAGE | 1 | EA | $75.00 | $75 | |
| | | REPLACE PANEL- 240/120V N3R | 225 | AMP | $50.00 | $11,250 | |
| | | PANEL FEEDER- 100A | 30 | LF | $80.00 | $2,400 | |
| | | PANEL FEEDER- 60A | 20 | LF | $60.00 | $1,200 | |

RED INC ARCHITECTS

**County of Stanislaus**
**Turlock Lake**
**Park Improvements Report**

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CONSTRUCTION CONSULTANTS

**ARCHITECT: RED Inc, Architects**

ACRES: 15
DATE: 9-Feb-24
BY: J. Moreno

**SITE WORK**

| | | DESCRIPTION | QUAN. | UNIT | UNIT COST | TOTAL | |
|---|---|---|---|---|---|---|---|
| | | MOTOR CONNECTION TO PUMP CONTROLLER- 7.5 HP | 1 | EA | $885.00 | $885 | |
| | | PUMP FEEDER- 70A | 20 | LF | $24.00 | $480 | |
| | | EQUIPMENT FEEDERS- 30A | 70 | LF | $24.00 | $1,680 | |
| | | BUILDING DISCONNECT- 60A WP | 1 | EA | $1,250.00 | $1,250 | |
| | | FUSED DISCONNECTS- 30A | 3 | EA | $900.00 | $2,700 | |
| | | LIGHT FIXTURE 'L'- EXT WALL PACK- 14W LED | 1 | EA | $850.00 | $850 | |
| | | INTERIOR LIGHT FIXTURES | 2 | EA | $350.00 | $700 | |
| | | OCCUPANCY SENSOR SWITCH | 1 | EA | $285.00 | $285 | |
| | | DUPLEX OUTLETS- WP GFI | 1 | EA | $285.00 | $285 | |
| | | WEATHERHEAD | 1 | EA | $850.00 | $850 | |
| | | RECONNECT (E) OVERHEAD SERVICE | 1 | EA | $1,200.00 | $1,200 | |
| | | DEVICE CONDUIT AND WIRE | 120 | LF | $14.00 | $1,680 | |
| | | **NEW MODULAR TRAILER** | | | | | |
| | | DEMOLISH (E) BLDG | 600 | SF | $15.00 | $9,000 | |
| | | EXCAVATION/ PAD PREP | 1,000 | SF | $10.00 | $10,000 | |
| | | UTILITY CONNECTIONS - WATER/ SEWER/ POWER | 40 | LF | $400.00 | $16,000 | |
| | | NEW MODULAR TRAILER W/ RAMP | 480 | SF | $225.00 | $108,000 | |
| | | COORDINATE ADA PARKING WITH IMPROVEMENTS | 1 | LOT | $10,000.00 | $10,000 | |
| | | **SUBTOTAL- M&O AND SECONDARY PUMP HOUSE & TANK** | | | | **$751,017** | |
| | | BLDG SUBTOTAL | | | | $3,854,279 | |
| | | GENERAL CONDITIONS | | 8.0% | | $308,342 | |
| | | CONTINGENCY - UNDOCUMENTED NEEDS | | 15.0% | | $624,393 | |
| | | OVERHEAD & PROFIT | | 5.0% | | $239,351 | |
| | | BONDS AND INSURANCE | | 2.0% | | $100,527 | |
| | | SUBTOTAL OF MARK UP | | | | $1,272,614 | |
| | | Escalation - 8% Annual | | | | $410,151 | |
| | | **TOTAL HARD CONSTRUCTION** | | | | **$5,537,044** | |

## ROUGH ORDER OF MAGNITUDE COST

TOTAL HARD CONSTRUCTION = $5,537,044.00
TOTAL SOFT COSTS @ 35% = $1,937,965.40
**GRAND TOTAL = $7,475,009.40**

THE ROUGH ORDER OF MAGNITUDE COST, AS PRESENTED, SHOULD NOT BE CONSIDERED AS A FINAL COST. IF THE COUNTY AGREES TO PROCEED, THERE ARE STILL VARIOUS TASKS THAT WILL NEED TO TAKE PLACE IN ORDER TO DEVELOP A FINAL COST ESTIMATE. THE FOLLOWING FACTORS, INCLUDING BUT NOT LIMITED TO, COULD AFFECT THE PRESENTED ROUGH ORDER OF MAGNITUDE COST: FULL DETAILED EVALUATION OF THE SITE, INVESTIGATION OF THE SITE, PROGRAM, DESIGN, GENERAL CODE REVIEW, LOCAL AND STATE JURISDICTION REVIEW, AND FILE MARSHAL REVIEW.

RED INC ARCHITECTS

ORACLE

# Budget Adjustment Template

**Budget Entry Identifier (For department tracking only)** JV13244

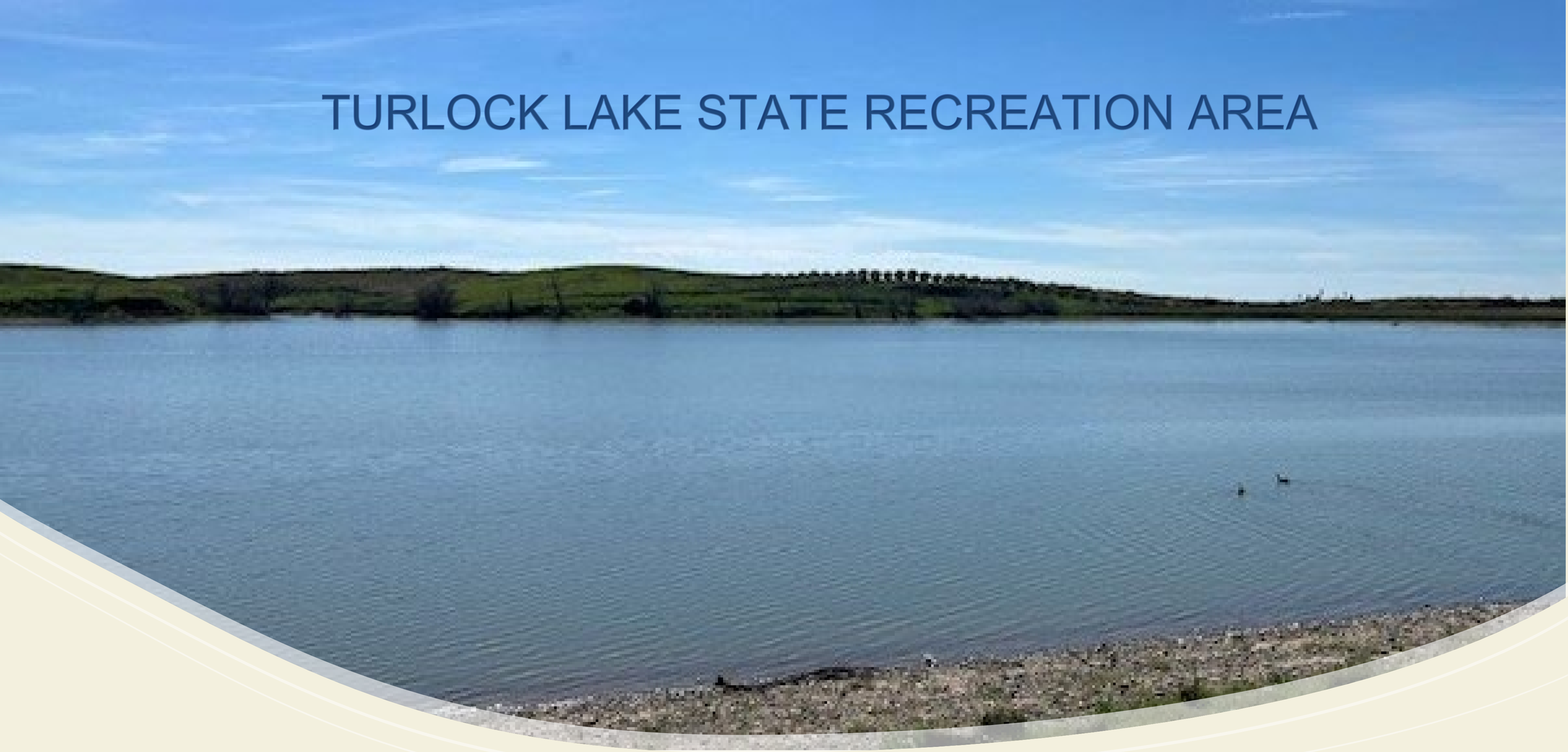
| *SC_FUND[..] (4 char) | *SC_COST CENTER[..] (7 char) | *SC_ACCOUNT[..] (5 char) | *SC_PROJECT[..] (7 char) | *SC_LOCATION[..] (6 char) | *SC_MISC[..] (6 char) | *SC_INTERFUND[..] (4 char) | *SC_FUTURE[..] (5 char) | Increase to Expense, Decrease to Revenue | Decrease to Expense, Increase to Revenue | Net Increase/(Decrease) | Comment |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 4015 | 0035901 | 25000 | 0000000 | 000000 | 000000 | 0000 | 00000 | | 8,174,009 | 8,174,009 | Incr Other State rev |
| 4015 | 0035901 | 63000 | 0000000 | 000000 | 000000 | 0000 | 00000 | 2,000,000 | | 2,000,000 | Incr pro services |
| 4015 | 0035901 | 80300 | 0000000 | 000000 | 000000 | 0000 | 00000 | 5,125,009 | | 5,125,009 | Incr struct & improv |
| 4015 | 0035901 | 81000 | 0000000 | 000000 | 000000 | 0000 | 00000 | 706,000 | | 706,000 | Incr Equipment |
| 4015 | 0035901 | 65100 | 0000000 | 000000 | 000000 | 0000 | 00000 | 143,000 | | 143,000 | Inc rent equip |
| 4015 | 0035901 | 62990 | 0000000 | 000000 | 000000 | 0000 | 00000 | 100,000 | | 100,000 | incr equp non asset |
| 4015 | 0035901 | 73537 | 0000000 | 000000 | 000000 | 0000 | 00000 | 100,000 | | 100,000 | Incr cap proj labor |
| | | | | | | | | | | - | |
| | | | | | | | | | | - | |
| Total | | | | | | | | 8,174,009 | 8,174,009 | 16,348,018 | |

Explanation: Establish state revenue budget for $8.2m

Establish appropriations for: professional services for $2m, struct & improv for $5.1m, equipment for $700k, security cameras for $143k, non asset equp for $100k, and cap proj labor for $100k

| Requesting Department | CEO | Auditor-Controller's Office |
|---|---|---|
| Vinal Chand | Patrick Cavanah | Christopher L Barnes |
| Prepared by | Approved By | Approved By |
| 5/30/2025 | 12/12/2025 | 12/22/2025 |
| Date | Date | Date |

# TURLOCK LAKE STATE RECREATION AREA



STANISLAUS COUNTY
PARKS & RECREATION

Stanislaus County

WATER & POWER
Serving Central California since 1887

CALIFORNIA STATE PARKS
SINCE 1864

STANISLAUS COUNTY
PARKS & RECREATION

# TURLOCK LAKE STATE RECREATION AREA



Photo credit California State Parks

- TID leased to California State Parks since 1950
  - Closed in 2020
- Facility Improvement Assessment
  - Completed in 2024
  - Assessment of Lake Day-use area
  - Identified $7.5 million in Improvements

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# FAMILY-FRIENDLY RECREATION

## Seasonal Day-use Recreation

May 1 – September 30

- Family Friendly Recreation
- Waterpark, Picnicking, Swimming
- Non-motorized and Small-engine motorized boating
- Alcohol not permitted

## Off-season Recreation

October 1 – April 30

- Fishing Access
- Waterfowl Hunting
- Community Events
- Special Events

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| Turlock Lake Projected Revenue and Expenses | | | |
|---|---|---|---|
| | Year 1 | Year 2 | Year 3 |
| Charges for Service | $ 385,000 | $ 472,500 | $ 580,000 |
| One-Time State Revenue | 424,000 | 275,000 | - |
| Total Revenue | 809,000 | 747,500 | 580,000 |
| Community Development Fund | 90,000 | - | - |
| **Total Funding Sources** | **$ 899,000** | **$ 747,500** | **$ 580,000** |
| Salaries and Benefits | $ 390,362 | $ 402,073 | $ 454,152 |
| Services and Supplies | 301,860 | 70,576 | 75,193 |
| Capital Outlays | 206,500 | 275,000 | - |
| **Gross Costs** | **$ 898,722** | **$ 747,649** | **$ 529,345** |
| **Net** | **$ (278)** | **$ 149** | **$ (50,655)** |

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# PARTNERSHIP AGREEMENTS

- Joint Powers Agreement
  - State, TID, and County
  - State funded future Americans with Disabilities Act Improvements
- Lease of Real Property for Park and Recreation
  - TID and County
- Public Entity Agreement
  - State and County
  - $8,174,009 for Park Improvements and One-time Start-up Costs

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PARKS & RECREATION

# STAFF RECOMMENDATIONS

1. Approve a Joint Powers Agreement between California Department of Parks and Recreation, County of Stanislaus and Turlock Irrigation District.
2. Authorize the Chairman of the Board of Supervisors to enter into and sign the Joint Powers Agreement for Turlock Lake State Recreation Area.
3. Approve the Lease of Real Property for Park and Recreation purposes with Turlock Irrigation District and authorize the General Services Agency Director/Purchasing Agent to enter into and sign the lease.

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# STAFF RECOMMENDATIONS CONT'D

4. Approve the use of $90,000 of District 2 Community Development Funds for the Turlock Lake State Recreation Area.
5. Adopt a resolution and authorize the Director of Parks and Recreation to execute a Public Entity Agreement with the State of California for the Turlock Lake State Recreation Area improvements and start-up recreation operational costs in the amount of $8,174,009.40.
6. Direct the Auditor-Controller to establish an interest-bearing fund for Turlock Lake State Recreation Area and increase revenue and appropriations by $8,174,009 in the Turlock Lake State Recreation Area Budget, as shown in the attached budget journal.

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# TURLOCK LAKE STATE RECREATION AREA



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