

CITY COUNCIL / LRA BOARD

Mayor/Chair

Rachel Hernandez

Council/Authority Members

District 1 — Luis Uribe

District 2 — Cindy Fosi

Vice Mayor, District 3 — John Pimentel

District 4 — Stacy Call



CITY OF RIVERBANK

Regular City Council and Local Redevelopment Authority Board Meetings

Council Chambers
6707 Third Street, Suite B
Riverbank, CA 95367



TUESDAY, APRIL 14, 2026 — 6:00 PM

(THE AGENDA PACKET IS ONLINE AT [HTTPS://RIVERBANKCA.PORTAL.CIVICCLERK.COM/](https://riverbankca.portal.civicclerk.com/))

1. **CALL TO ORDER**

2. **FLAG SALUTE**

3. **INVOCATION**

4. **ROLL CALL**

5. **AGENDA CHANGES**

6. **CONFLICT OF INTEREST**

Any Council/Authority Member who has a direct Conflict of Interest on any scheduled agenda item to be considered is to declare their conflict at this time. Pursuant to Government Code Section 84308 (Levine Act), any Council /Authority Member who has received a contribution of \$500 or more within the preceding 12 months from a party, participant, or their agent related to an item on the agenda must disclose that contribution on the record prior to participation in the discussion or decision on the item and may be required to recuse themselves, as applicable.

7. **PRESENTATIONS (Informational only)**

Item 7.1. Student Support Fund Scholarship Awards by Riverbank Sister Cities Committee

Item 7.2. Proclamation — National Arbor Day

Item 7.3. Proclamation — National Library Week

8. **PUBLIC COMMENTS (No action can be taken)**

At this time, members of the public may comment on any item not appearing on the agenda, and within the subject matter jurisdiction of the City Council/LRA Board. Individual comments will be limited to a maximum of 3 minutes (or as stated by the presiding Officer) and time cannot be yielded to another person. Under State law, matters presented during the public comment period cannot be discussed or acted upon.

IN PERSON COMMENTS: Please fill out a Comment Card and return it to the City Clerk.

9. CONSENT CALENDAR (No obligation to read aloud)

All items listed on the Consent Calendar are to be acted upon by a single action of the City Council/LRA Board unless requested by an individual Council/Authority Member or member of the public for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by motion of the City Council/LRA Board.

Item 9.1. Waiver of Readings

Item 9.2. Approval of the City Council and Local Redevelopment Authority Board Meeting Minutes for March 10, 2026, and Special Meeting Minutes for March 24, 2026.

Item 9.3. Resolution Approving the Fiscal Year 2024 and Fiscal Year 2025 Community Development Block Grant (CDBG) Funding Agreements with Stanislaus County

Item 9.4. Resolution Approving the Memorandum of Agreement for Implementation of the Pyrethroid Control Program; CASQA Group Membership & Our Water Our World (OWOW) Group Subscription with Stanislaus County – San Joaquin County Central Valley Agencies and Authorize the City Manager or Designee to Execute the Agreement on behalf of the City of Riverbank

Item 9.5. Resolution Adopting a List of Projects for Fiscal Year 2026-2027 Funded by SB 1: The Road Repair and Accountability Act of 2017

Item 9.6. Resolution to Award Contract for Jacob Myers Park Food Vendors to Ice Ice Baby Ice Cream

10. NEW BUSINESS

Item 10.1. Resolution Ratifying the Stanislaus Consolidated Fire Protection District Ordinance No. 2026-16, adopted on February 11, 2026, as required under Health and Safety Code section 13869.7

11. COUNCIL REFERRALS

Item 11.1. America's 250th Anniversary

12. COMMENTS/REPORTS

A brief report on notable attendance of a meeting or conference or other notable topics of City business shall be made. The Brown Act does not allow for discussion or action of items by the City Council/LRA Board during this time.

Item 12.1. Staff

Item 12.2. Council/Authority Member

Item 12.3. Mayor/Chair

13. CLOSED SESSION

The public will have a limit of 3 minutes to comment on Closed Session item(s) as set forth on the agenda prior to the City Council/LRA Board recessing to Closed Session

Item 13.1. LIABILITY CLAIMS

(Pursuant to Govt. Code §54961)
Claimant: Roderick Arellano-Carpenter & Zuckerman
Agency Claimed Against: City of Riverbank

Item 13.2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Pursuant to Govt. Code § 54956.8)
Property: 3300 Atchison Rd. (APN: 132-009-069)
Agency Negotiator: Marisela H. Garcia, City Manager
Property Negotiator: Del Rio City Center, LLC.
Under Negotiation: Price, terms of payment, or both

14. REPORT FROM CLOSED SESSION

Item 14.1. Report from Closed Session Item 13.1

LIABILITY CLAIMS
(Pursuant to Govt. Code § 54961)
Claimant: Roderick Arellano-Carpenter & Zuckerman
Agency Claimed Against: City of Riverbank

Item 14.2. Report from Closed Session Item 13.2

CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Pursuant to Govt. Code § 54956.8)
Property: 3300 Atchison Rd. (APN: 132-009-069)
Agency Negotiator: Marisela H. Garcia, City Manager
Property Negotiator: Del Rio City Center, LLC.
Under Negotiation: Price, terms of payment, or both

15. ADJOURNMENT The Next Regular City Council Meeting will be on Tuesday, April 28th at 6:00p.m.

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing agenda was posted at the meeting location, on the North City Hall public exterior bulletin board, South City Hall public exterior Bulletin, Riverbank Community Center exterior bulletin, and the City's website 72 hours prior to the meeting in accordance to the California Ralph M. Brown Act.
Posted this 9th Day of April, 2026

/s/Gabriela Hernandez, CMC, City Clerk



ADA COMPLIANCE STATEMENT

In compliance with the Americans with Disabilities Act, and the Governor’s Executive Order N-29-20, the City will make every effort to make reasonable modifications or accommodations from individuals with disabilities. Contact the Administration Dept. at (209) 863-7122 or the City Clerk at cityclerk@riverbank.org at least (48) hours prior to the meeting to enable the City to make reasonable arrangements for accessibility.

NOTICE REGARDING NON-ENGLISH SPEAKERS

Pursuant to California Constitution Article III, Section IV, establishing English as the official language for the State of California, and in accordance with California Code of Civil Procedures Section 185, which requires proceedings before any State Court to be in English, notice is hereby given that all proceedings before the City of Riverbank City Council/LRA Board shall be in English and anyone wishing to address the Council is required to have a translator present who will take an oath to make an accurate translation from any language not English into the English language.



How to Use Live Spanish Translation/ Como Usar Traducción en Español En Vivo

STEP 1/PASO 1



Scan QR Code

Escanea el código

STEP 2/PASO 2



Choose Spanish Language

Escoja el idioma Español

STEP 3/PASO 3



Read Captions on Device
Use Headset for Audio

Lea subtítulos en su aparato
Use auriculares para audio

<https://attend.wordly.ai/join/LHDA-5715>

TELECONFERENCE/VIRTUAL PLATFORM PUBLIC PARTICIPATION COMMENT PROCEDURES FOR CITY COUNCIL MEETING HELD IN CONFORMANCE WITH THE BROWN ACT

PUBLIC "LIVE" VIEWING

- Government Channels: Charter — 2 and AT&T U-VERSE — 99
- YouTube Live — City of Riverbank
- Via ZOOM Platform (See instructions below)

SUBMITTING PUBLIC COMMENTS FOR THE RECORD

Written comments must be received before 4:00 p.m. on the date of the meeting in order for them to be distributed to the Council prior to consideration of the matter.

Written comments will not be read aloud at the meeting, but will be reported as received for the record. If you do not receive an acknowledgement of receipt within an hour of submission or by 5:00 p.m., please call the City Clerk's Office at (209) 863-7198 or the Administration Dept. at (209) 863-7122.

ACCEPTABLE METHODS OF SUBMITTING COMMENTS BEFORE THE 5:00 PM DEADLINE

- **Via Mail Service:** Mail comments to City of Riverbank, Attn: City Clerk, 6707 Third Street, Suite A, Riverbank, CA 95367. (Call 209-863-7198 / 209-863-7122 to ensure they were received.)
- **Via Email:** cityclerk@riverbank.org
(*Note: This technology is not a guaranteed method.*)
 - Indicate Agenda Item # in the *subject line*. (Call 209-863-7198 / 209-863-7122 to ensure receipt.)
- **Oral Comments In-Person:** The Mayor will ask the public if anyone wishes to comment, at that time you may approach the podium.
- **Oral Comments Via Zoom:** The Mayor will announce when public comments may be made for a limit of 3 minutes on the agenda item being considered, at which time you will:
 - **Using a computer** — click on the “raise hand” feature in the webinar controls. This will alert staff that you wish to speak, and you will be unmuted.
 - **Using a Phone** — press *9 to “raise the hand”. This will alert staff that you wish to speak, and you will be unmuted.
 - (Please make sure the volume on your device is on and that any nearby device or any nearby device is turned down.)

Teleconference Phone Number: (This system is a backup for ZOOM technical difficulties only when providing oral comments.) If there are technical difficulties or disconnection with ZOOM

while making oral comments, please immediately call the teleconference phone number **(209) 863-7151** so that Council may receive your comments. Council will be waiting for your call.
Thank you.

JOIN THE MEETING VIA ZOOM PLATFORM

Join by this link: <https://us02web.zoom.us/j/81500912873>

Join by accessing website: <https://zoom.us/join> — enter Webinar ID: **894 4341 5826**

Join by telephone: 1 669 444 9171 OR 1 669 900 9128, plus Webinar ID: **894 4341 5826**

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RIVERBANK CITY COUNCIL / LRA BOARD

AGENDA ITEM NO. 7.1.

SECTION : PRESENTATIONS

Meeting Date:	4/14/2026
Subject:	Student Support Fund Scholarship Awards by Riverbank Sister Cities Committee
From:	Marisela H. Garcia, City Manager
Submitted by:	Marisela Garcia, City Manager

RECOMMENDATION

City Council to receive a presentation from Elizabeth Uribe, Secretary for the Riverbank Sister Cities Committee, regarding the Student Support Fund Scholarship Awards.

SUMMARY

The Riverbank Sister Cities Committee offered a Student Support Fund Scholarship opportunity to students in their final year of high school. Tonight's presentation will be an official award of these scholarships to the following students:

- Valeria Aguilar Vigil
- Alexya Jizelle Ruiz
- Enrique Adolfo Macias Mendoza
- Peyton Elizabeth Jane Shrider
- Kiana I. Chavez

STRATEGIC PLAN

This item is indirectly related to the City Council's Strategic Plan Goal to "Prioritize Community Education Partnerships."

BACKGROUND

FINANCIAL IMPACT

The Riverbank Sister Cities Committee has held several fundraisers throughout the 2025 calendar year for these scholarships. There are no City or taxpayer funds allocated for this item.

ATTACHMENTS

None

RIVERBANK CITY COUNCIL / LRA BOARD

AGENDA ITEM NO. 7.2.

SECTION : PRESENTATIONS

Meeting Date:	4/14/2026
Subject:	Proclamation — National Arbor Day
From:	Marisela H. Garcia, City Manager
Submitted by:	Jessica Campos, Administrative Assistant-Confidential

RECOMMENDATION

It is recommended that the City Council read the Proclamation for National Arbor Day 2026.

SUMMARY

National Arbor Day is essential because it raises awareness about the environmental, social, and economic benefits of trees. It promotes environmental sustainability by improving air quality, combating climate change, and providing wildlife habitats. Arbor Day also fosters community involvement, encourages education about nature, and inspires global efforts to protect and plant trees for a healthier future.

STRATEGIC PLAN

Although this does not directly impact the strategic plan, it is important to raise awareness of Arbor Day, as trees play a vital role in making cities healthier, safer, and more enjoyable places to live.

BACKGROUND

Arbor Day was established in 1872 by J. Sterling Morton in Nebraska City, Nebraska. By the 1920s, every state in the U.S. had enacted laws designating a specific day for observing Arbor Day.

National Arbor Day is celebrated annually on the last Friday in April and is a civic holiday in Nebraska. In 1885, Arbor Day was named a legal state holiday in Nebraska, and April 22 was selected as the date for its permanent annual observance. The traditional way to observe the day is by planting a tree. On the inaugural Arbor Day, April 10, 1872, approximately one million trees were planted.

FINANCIAL IMPACT

No financial impact.

ATTACHMENTS

1. Proclamation



CITY OF RIVERBANK
PROCLAMATION
NATIONAL ARBOR DAY 2026

WHEREAS; in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, and

WHEREAS; this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS; Arbor Day is now observed throughout the nation and the world, and

WHEREAS; trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, and

WHEREAS; trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, and

WHEREAS; trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS; trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE the City Council of the City of Riverbank hereby proclaims April 24, 2025 as Arbor Day in the City of Riverbank, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands. Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

April 14, 2026

Rachel Hernandez, Mayor

Riverbank City Council
District 1 – Luis Uribe, District 2 – Cindy Fosi, District 4 – Stacy Call,
Vice Mayor – John Pimentel, Mayor Rachel Hernandez

RIVERBANK CITY COUNCIL / LRA BOARD

AGENDA ITEM NO. 7.3.

SECTION : PRESENTATIONS

Meeting Date:	4/14/2026
Subject:	Proclamation — National Library Week
From:	Marisela H. Garcia, City Manager
Submitted by:	Jessica Campos, Administrative Assistant-Confidential

RECOMMENDATION

It is recommended that the City Council read and present the Proclamation for National Library Week to Mark Heinzinger from Friends of the Riverbank Library.

SUMMARY

A Friends of the Library group is made up of community members who support and advocate for the growth and well-being of the library. The Stanislaus County Library has 10 such groups, which work together to build community support, raise awareness of library needs, and help bring in cultural and educational programs.

Riverbank Friends of the Library are kicking off their group at the Riverbank Library with the help of Mark Heinzinger a retired teacher. Mark's vision and dedication to create a space for people to connect, share ideas, and enjoy literature, is strengthening our community in a meaningful way.

STRATEGIC PLAN

Although this doesn't directly impact the Strategic Plan, libraries play a vital role in building strong, connected, and informed communities. Their importance goes far beyond just books. They serve as inclusive spaces that support education, access, and community well-being.

BACKGROUND

First sponsored in 1958, National Library Week is a national observance sponsored by the American Library Association (ALA) and libraries across the country each April. It is a time to celebrate the contributions of our nation's libraries and librarians and to promote library use and support. National Library Week also highlights the valuable role of libraries, librarians, and library workers play in transforming lives and strengthening our communities.

FINANCIAL IMPACT

No financial impact.

ATTACHMENTS

1. Proclamation_National Library Week April 2026



CITY OF RIVERBANK PROCLAMATION NATIONAL LIBRARY WEEK 2026

WHEREAS, libraries provide the opportunity for everyone to pursue their passions and engage in lifelong learning, allowing them to live their best life;

WHEREAS, libraries have long served as trusted institutions for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status;

WHEREAS, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all;

WHEREAS, libraries adapt to the ever-changing needs of their communities, continually expanding their collections, services, and partnerships;

WHEREAS, libraries play a critical role in the economic vitality of communities by providing internet and technology access, literacy skills, and support for job seekers, small businesses, and entrepreneurs;

WHEREAS, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals;

WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week;

NOW, THEREFORE, be it resolved that the City Council of the City of Riverbank proclaim National Library Week, April 19-25, 2026. During this week, I encourage all residents to visit their library to explore the wealth of resources available.

April 14, 2026

Rachel Hernandez, Mayor

Riverbank City Council
District 1 – Luis Uribe, District 2 – Cindy Fosi, District 4 – Stacy Call
Vice Mayor – John Pimentel, Mayor Rachel Hernandez

RIVERBANK CITY COUNCIL / LRA BOARD

AGENDA ITEM NO. 9.1.

SECTION : CONSENT CALENDAR

Meeting Date:	4/14/2026
Subject:	Waiver of Readings
From:	Marisela H. Garcia, City Manager
Submitted by:	Gabriela Hernandez, City Clerk

RECOMMENDATION

It is recommended that the City Council / LRA Board approve the waiver of readings of any proposed ordinances and resolutions for consideration, except by title.

SUMMARY

In lieu of reading the entire text of a proposed ordinance or resolution that is introduced for consideration for adoption and approval, by majority vote, the City Council/LRA Board may waive the reading of the text and introduce the ordinance or resolution by title only for the record. The full text of the proposed ordinances and resolutions, and any related documents that are part of the agenda packet, are available for review by the public on the City's website and in the City Clerk's office at City Hall (North) upon distribution to a majority of the City Council/LRA Board; typically 72 hours prior to the scheduled date and time of the meeting

STRATEGIC PLAN

Waiver of reading supports the City's 2025–2030 Strategic Plan by promoting efficient and transparent decision-making

BACKGROUND

The full readings are being waived to allow the City Council/LRA Board to introduce and consider the items in a timely and efficient manner. The items have been provided to the City Council/LRA Board in advance of the meeting for review.

FINANCIAL IMPACT

There is no financial impact associated with this report.

ATTACHMENTS

None

RIVERBANK CITY COUNCIL / LRA BOARD

AGENDA ITEM NO. 9.2.

SECTION : CONSENT CALENDAR

Meeting Date:	4/14/2026
Subject:	Approval of the City Council and Local Redevelopment Authority Board Meeting Minutes for March 10, 2026, and Special Meeting Minutes for March 24, 2026.
From:	Marisela H. Garcia, City Manager
Submitted by:	Gabriela Hernandez, City Clerk

RECOMMENDATION

It is recommended that the City Council/ Local Redevelopment Authority Board approve the City Council/LRA Meeting Minutes of March 10, 2026 and Special Meeting Minutes for March 24, 2026.

SUMMARY

The Draft Minutes of the City Council and the Local Redevelopment Authority Board meeting have been prepared for review and approval.

STRATEGIC PLAN

Preparation and approval of the meeting minutes align with the City's 2025–2030 Strategic Plan core values of transparency and accountability.

BACKGROUND

The meeting minutes provide an official record of the actions taken and discussions held during the City Council Meetings. Staff prepares the minutes in accordance with applicable laws and established procedures, and they are presented for review and approval to ensure accuracy and transparency.

FINANCIAL IMPACT

There is no financial impact associated with this report.

ATTACHMENTS

1. Minutes_ CC-LRA Meeting 03-10-2026
2. Minutes_Special CC-LRA Meeting 03-24-2026

CITY COUNCIL / LRA BOARD

Mayor/Chair

Rachel Hernandez

Council/Authority Members

District 1 — Luis Uribe

District 2 — Cindy Fosi

Vice Mayor, District 3 — John Pimentel

District 4 — Stacy Call



CITY OF RIVERBANK

Regular City Council and Local Redevelopment Authority Board Meetings

Council Chambers
6707 Third Street, Suite B
Riverbank, CA 95367



MARCH 10, 2026 — 6:00 PM

(THE AGENDA PACKET IS ONLINE AT [HTTPS://RIVERBANKCA.PORTAL.CIVICCLERK.COM/](https://riverbankca.portal.civicclerk.com/))

1. **CALL TO ORDER**

Mayor / Chair Hernandez called the meeting to order at 6:00pm.

2. **FLAG SALUTE**

Councilmember Call led the pledge alliance.

3. **INVOCATION**

Reverend Randy Richardson provided the Invocation.

4. **ROLL CALL**

City Clerk Hernandez conducted Roll Call.

Members of the City Council / Local Redevelopment Authority Board present:

Council Member / Authority Member District 1 Luis Uribe

Council Member/ Authority Member District 2 Cindy Fosi

Council Member / Authority Member District 4 Stacy Call

Vice Mayor / Vice Chair District 3 John Pimentel- ABSENT

Mayor / Chair Rachel Hernandez

5. **AGENDA CHANGES**

No Agenda Changes.

6. **CONFLICT OF INTEREST**

None Declared.

7. **PRESENTATIONS**

Item 7.1. Proclamation-Government Finance Professionals Appreciation Week

Mayor Hernandez read and presented the proclamation recognizing Government Finance Professionals Week to the City of Riverbank Finance Department.

Item 7.2. Proclamation - Women's History Month Recognizing the Riverbank High School Cheer Team and Certificates of Recognition for Cheer Coaches

Mayor Hernandez read and presented the proclamation in honor of Women's History Month to the Riverbank High School Cheer Team and presented Certificates of Recognition to the Cheer Coaches.

Item 7.3. Strategic Plan Progress Report

City Manager Garcia gave a Powerpoint Presentation on the Strategic Plan Progress Report.

8. PUBLIC COMMENTS

Mayor Hernandez opened the Public Comment Period at 6:25 P.M.

Mark Heinzinger, Riverbank resident, spoke regarding the Riverbank Library and restarting the Friends of the Library program. The first meeting will be held on April 1st at 5:00pm at the Riverbank Library.

Mayor Hernandez Closed the Public Comment Period at 6:28 P.M.

9. CONSENT CALENDAR

Item 9.1. Waiver of Readings

Item 9.2. Approval of the City Council and Local Redevelopment Authority Meeting Minutes of February 24, 2026.

Item 9.3. Resolution to Award Bid for the Palmer Avenue Sidewalk Project to United Pavement Maintenance, Inc. and Authorize Execution of Future Change Orders

Resolution 2026-017

Item 9.4. Resolution Approving a Reimbursement Agreement for Eligible 12-Inch Water Main Improvements for the Countryside III Subdivision in a Not-To-Exceed Amount of \$260,120 Based on Actual Construction Costs and authorizing the City Manager to Execute the Agreement

Resolution 2026-018

There being no public comments, Mayor Hernandez brought the item back to City Council.

ACTION: *By motion moved and seconded (Uribe / Fosi 4/0) to approve Consent Calendar as presented.*

Motion carried by City Council and LRA Board roll call vote:

AYES: Uribe, Fosi, Call, and Mayor Hernandez

NAYS: None / ABSENT: Pimentel / ABSTAINED: None

10. COMMENTS/REPORTS

Item 10.1. Staff

City Manager Garcia:

- *Just a couple of comments for tonight from our Public Works department. Unfortunately, our street sweeper is still being serviced as the parts are on backorder. We are looking into alternative ways to ensure that our streets stay safe and clean. So we will be actively working on that.*
- *From the Planning department, the 4th draft of the housing element was submitted to the Department of Housing and Community Development on March 4th. A public hearing for the adoption and rezoning of several parcels in the city limits has been scheduled for March 31st at the Planning Commission. That is a special meeting as they did cancel their March 17th meeting. And then April 14th for our City Council consideration.*
- *From the Finance department, utility bills that were issued in January and remain unpaid were assessed late fees on February 10th and should have already received their 10-day notice of disconnect last week. So accounts not paid by Monday the 16th at 5:30 pm will be subject to disconnection beginning Tuesday, March 17th.*
- *From the City Clerks office, this is a comment once again about our Budget Advisory Committee. Help guide Riverbanks' financial future, we are recruiting residents to serve on the committee itself. The committee advises the City Council on the city's financial health, operating budget, and long-term fiscal sustainability. Applicants must reside within Riverbank city limits, and the application period is open until April 9th or until all the vacancies are filled. Please contact the City Clerk with any questions.*
- *From Parks and Recreation, on Saturday, March 21st, bring your pets to Jacob Myers Park dog park for photos with the Easter Bunny between 10am and 12pm.*
- *And then from my office, as I mentioned before, we did issue the Notice of Funding Availability of 1.5 million available for the construction of permanently affordable rental housing. The funding is available through a direct allocation from Senator Susan Eggman. The NOFA is available on the city's website on the City Manager's page.*

Item 10.2. Council/Authority Member

Councilmember Uribe:

- *So, on behalf of the Chamber of Commerce, they are going to be holding a mixer at Costco tomorrow morning from 7:00am - 8:30am it is open to the public, so all are welcome.*
- *On March 12th, I will be attending the Central Valley Division general membership meeting with the League of California Cities in Tracy. These are regional meetings that bring local elected officials across the Central Valley to discuss policy issues, best practices, and collaborate with each community.*
- *On March 17th at 3:00pm, we'll be hosting an informal meeting to discuss the possibility of a Blue Zone project here in Riverbank. So the idea behind the Blue Zone project is to look at simple ways that communities can support healthier lifestyles. So this is going to be the first meeting, small group discussion, hear ideas, and expectations, then see if it moves forward.*
- *On April 16th at 5:30pm, the Riverbank Sister Cities Committee will be hosting Tamazula night celebrating our Sister Cities relationship with Tamazula de Gordiano and Jalisco. So we are encouraging residents who are from that region, or anybody that's interested, to come connect with neighbors, share stories, share cultures, and traditions. We would like to implement some of that at our event in September. So we are hoping to get some feedback for the next event.*

- *Lastly, I would like to encourage my fellow Councilmembers to consider directing staff to begin reviewing the possibility of a speed hump policy for the City of Riverbank. Several more residents have reached out encouraging us to do something or to begin some kind of policy framework. So the suggestion would be to have the Traffic Committee start looking at what that could look like, and then bring those recommendations back to City Council.*

Councilmember Fosi:

- *On March 14th, the Historical Society is having a fundraiser at Red Robin. So please come over there on Saturday between 11:00am to 6:00pm we will have our fire engine there, so the kids can come and sit on it and take pictures. And then you can go in and have a great hamburger.*
- *On March 17th, the Women's group is meeting at Scout Hall at 6:30pm. I almost said, A.M., I wouldn't be there. We hope to see anybody who would like to show up.*

Councilmember Call:

- *First I wanted to start off, a couple of weeks ago or a week ago, Sergeant Hickman was celebrated at the Board of Supervisors meeting for his 25-year anniversary with the Stanislaus County Sheriffs Department. So I wanted to bring that to Riverbank as our Sergeant and acting Chief. So congratulations to you on your 25-year anniversary. And with that, I recently celebrated some anniversaries at a couple of our businesses and I reached out to the City Manager and I asked her how we celebrate milestone anniversaries here in the city, and I was thinking about my tenure here on City Council, although it's been short. We haven't had any milestone anniversaries celebrated here during City Council meetings. So I would like the Council's support in coming up with some sort of milestone process for the 1-year anniversary, 5 years, 10 years, 15, 20, because we do have a lot of long-standing employees, and I think it's important that the city knows people love working here, and they're here for a long time. So I'd really like Council support in finding a way to acknowledge those employees at future meetings.*
- *The speed hump policy. I would like a presentation from the traffic committee on traffic hotspots and other potential opportunities for speed humps.*
- *Coffee with a cop is tomorrow at Starbucks Target from 9:00am to 10:30am. It's a great opportunity to come and meet those who are policing our neighborhoods and some of the additional staff who come and help. So come out to that.*
- *Lastly, there's been a lot of conversation about the housing element and forced rezoning of some of these vacant properties, and I was just kind of pondering on solutions that could potentially help with this. So I'm looking for a sphere of influence adjustment to where the North County corridor is our southern boundary. Coffee becomes our western boundary. Roselle is our eastern, and then Patterson Rd becomes our northern boundary. So I would really like the Council's support in that as well.*

Item 10.3. Mayor/ Chair

Mayor Hernandez:

- *StanCOG is continuing to get to a new standard of normalcy after last year and the grand jury resolution. We are currently going through that. We just hired a new Executive Director. Her*

name is Amber Collins, we will double-check that. Amber is her first name, and so we're excited to welcome her.

- In 2016, Stanislaus County passed a half-cent sales tax that's for 25 years. I am part of a new ad hoc committee that is going to assess the oversight of the sales tax. So I think it's great to do some periodic check-ins to ensure that there's proper oversight of that measure.

11. CLOSED SESSION

Item 11.1. **LIABILITY CLAIMS**

(Pursuant to Govt. Code § 54961)
Claimant: Daymon Mayfield
Agency Claimed Against: City of Riverbank

Item 11.2. **LIABILITY CLAIMS**

(Pursuant to Govt. Code § 54961)
Claimant: DT California, LLC dba Aeriz
Agency Claimed Against: City of Riverbank

Item 11.3. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

(Pursuant to Govt. Code § 54956.8)
Property: 3300 Atchison Rd. (APN: 132-009-069)
Agency Negotiator: Marisela H. Garcia, City Manager
Property Negotiator: Del Rio City Center, LLC.
Under Negotiation: Price, terms of payment, or both

There being no public comments, Mayor Hernandez moved to Closed Session at 6:39 P.M.

Reconvened from Closed Session at 7:36 P.M.

12. REPORT FROM CLOSED SESSION

Item 12.1. **Report from Closed Session Item 11.1**

LIABILITY CLAIMS
(Pursuant to Govt. Code § 54961)
Claimant: Daymon Mayfield
Agency Claimed Against: City of Riverbank

DIRECTION: *Claim was Denied by a vote of 4/0*

Item 12.2. **Report from Closed Session Item 11.2**

LIABILITY CLAIMS
(Pursuant to Govt. Code § 54961)
Claimant: DT California, LLC dba Aeriz
Agency Claimed Against: City of Riverbank

DIRECTION: *Claim was Denied by a vote of 4/0*

Item 12.3. **Report from Closed Session Item 11.3**

CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Pursuant to Govt. Code § 54956.8)

Property: 3300 Atchison Rd. (APN: 132-009-069)
Agency Negotiator: Marisela H. Garcia, City Manager
Property Negotiator: Del Rio City Center, LLC.
Under Negotiation: Price, terms of payment, or both

DIRECTION: *No Direction has been provided to Staff.*

13. ADJOURNMENT

There being no further business, Mayor / Chair Hernandez adjourned the regular meeting at 7:36 P.M. to the next regular scheduled City Council / LRA Meeting of April 14, 2026.

ATTEST: (Adopted 00/00/0000)

APPROVED:

Gabriela Hernandez, CMC
City Clerk / LRA Recorder

Rachel Hernandez
Mayor/Chair

Not Approved

CITY COUNCIL / LRA BOARD

Mayor/Chair

Rachel Hernandez

Council/Authority Members

District 1 — Luis Uribe

District 2 — Cindy Fosi

Vice Mayor, District 3 — John Pimentel

District 4 — Stacy Call



CITY OF RIVERBANK

SPECIAL

City Council and Local Redevelopment Authority Board Meeting

Council Chambers

6707 Third Street, Suite B

Riverbank, CA 95367



SPECIAL MEETING AGENDA

TUESDAY, MARCH 24, 2026 — 6:00 PM

(THE AGENDA PACKET IS ONLINE AT [HTTPS://RIVERBANKCA.PORTAL.CIVICCLERK.COM/](https://riverbankca.portal.civicclerk.com/))

1. CALL TO ORDER

Mayor / Chair Hernandez called the meeting to order at 6:00 P.M.

2. FLAG SALUTE

Councilmember Call led the led the flag salute.

3. ROLL CALL

Members of the City Council /Local Redevelopment Authority Board present:

Council Member /Authority Member District 1 Luis Uribe Council

Member/ Authority Member District 2 Cindy Fosi

Council Member / Authority Member District 4 Stacy Call

Vice Mayor / Vice Chair District 3 John Pimentel - ABSENT

Mayor/Chair Rachel Hernandez

4. AGENDA CHANGES

No Agenda Changes.

5. CONFLICT OF INTEREST

None Declared.

6. NEW BUSINESS

Item 6.1. Resolution Authorizing the City Manager to Execute Supplemental Lease Amendment No. 6 to Army Lease DACA0505-1-21-508 Thereby Extending the Interim Lease Through March 31, 2066

City Manager Garcia gave a comprehensive staff report on the Supplemental Lease Amendment No.6 to Army Lease DACA0505-1-21-508, thereby extending the Interim Lease through March 31, 2066.

LRA Board discussed item with staff.

Public Comment:

Diego Hernandez, Riverbank resident, asked a question regarding if the wells are usable at the site.

There being no further public comment, Mayor/Chair Hernandez brought the item back to LRA Board.

ACTION: *By motion moved and seconded (Fosi / Uribe 4/0) to approve LRA Resolution 2026-002 authorizing the City Manager to execute the Supplemental Lease Amendment No.6 to Army Lease DACA0505-1-21-508, thereby extending the Interim lease through March 31, 2066.*

Motion carried by City Council and LRA Board roll call vote:

AYES: Uribe, Fosi, Call, Mayor Hernandez

NAYS: None /ABSENT: Pimentel / ABSTAINED: None

7. ADJOURNMENT

There being no further business, Mayor/Chair Hernandez adjourned the regular meeting at 6:15 P.M.to the next regular scheduled City Council/LRA Meeting of April 14th, 2026 at 6:00 P.M

ATTEST: (Adopted 04/14/2026)

APPROVED:

Gabriela Hernandez, CMC
City Clerk / LRA Recorder

Rachel Hernandez
Mayor/Chair

RIVERBANK CITY COUNCIL / LRA BOARD

AGENDA ITEM NO. 9.3.

SECTION : CONSENT CALENDAR

Meeting Date:	4/14/2026
Subject:	Resolution Approving the Fiscal Year 2024 and Fiscal Year 2025 Community Development Block Grant (CDBG) Funding Agreements with Stanislaus County
From:	Marisela H. Garcia, City Manager
Submitted by:	Leticia Ibanez Housing Specialist

RECOMMENDATION

Adopt a Resolution approving the Fiscal Year (FY) 2024 and FY 2025 Community Development Block Grant (CDBG) funding agreements with Stanislaus County and authorizing the City Manager to execute the agreements.

SUMMARY

In June 2019, the City became part of the Stanislaus County Urban County (“Urban County”) Consortium for a direct allocation of Community Development Block Grant (CDBG) funding from the federal Department of Housing and Urban Development (HUD). The County requires approval of the Funding Agreement which sets forth the stipulations on the allocation, administration, reporting, and use of the funds and designates the City of Riverbank as a subrecipient of said funds. Approval of the CDBG funding agreements is necessary for the City to access and utilize its allocated FY 2024 and FY 2025 CDBG funds. Execution of these agreements ensures compliance with HUD requirements and allows the City to proceed with implementation of the approved projects and programs.

STRATEGIC PLAN

This item supports the City's Strategic Plan goal of Infrastructure, demonstrating progress and alignment with established community goals. It reflects the City's commitment to infrastructure improvements, including the modernization of recreation facilities, enhancement of accessibility in compliance with the Americans with Disabilities Act (ADA), and the evaluation of aging infrastructure for rehabilitation.

BACKGROUND

The City of Riverbank, in partnership with Stanislaus County and the cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, and Waterford, participates in the Stanislaus Urban County for the purpose of receiving U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funding. Stanislaus County serves as the lead entity responsible for the administration and implementation of CDBG funding on behalf of all member jurisdictions.

As part of this partnership, Stanislaus County prepares and submits required planning documents to HUD, including the Consolidated Plan and Annual Action Plans (AAPs), which identify community

needs and allocate funding to eligible activities.

The City was allocated CDBG funding for Fiscal Years 2024 and 2025 through the approved Annual Action Plans. These funds are intended to support eligible activities that benefit low- and moderate-income residents and address community development needs, including public services, public infrastructure improvements, and housing-related activities.

The execution of the FY 2024 and FY 2025 funding agreements was delayed due to extended processing and approval timelines at the U.S. Department of Housing and Urban Development (HUD). As a result, both funding agreements are being presented together for Council consideration at this time.

The agreements outline the terms and conditions for the use of CDBG funds, including compliance with federal regulations, eligible use requirements, reporting obligations, and expenditure deadlines.

CDBG FUNDING

For Fiscal Year 2024, the City of Riverbank was allocated approximately **\$142,061.75** in CDBG funding.

For Fiscal Year 2025, the City of Riverbank was allocated approximately **\$138,373.00** in CDBG funding.

The City intends to utilize these funds for the following activities:

- **FY 2024:** Water and Sewer Line Replacement, Alley between Riverside Drive and High Street, from 3017 High Street to 4th Street
- **FY 2025:** Water and Sewer Line Replacement, Alley between Riverside Drive and High Street, from 3017 High Street to 4th Street
- **FY 2025:** Pioneer Park Improvements and ADA Updates, Located at the northwest corner of 1st Street and High Street
- **FY 2025:** Texas and Kansas Sewer Line Replacement Located at two locations: Sewer replacement at Texas–Kansas Alley (8th–Chief Tucker) and Texas Avenue (Terminal–8th), within 20’ alleys and a 50’ street.

All CDBG-funded activities must meet one of the national objectives established by HUD, which include:

1. Benefit to low- and moderate-income persons
2. Prevention or elimination of slums or blight
3. Meeting urgent community development needs

FINANCIAL IMPACT

The City will receive approximately **\$142,061.75** in FY 2024 CDBG funds and **\$138,373.00** in FY 2025 CDBG funds. These funds are federal pass-through funds administered by Stanislaus County and will be incorporated into the City’s budget for eligible activities.

There is no impact on the City’s General Fund associated with acceptance of these funds.

ATTACHMENTS

1. Resolution- FY 2024-2025 and FY 2025-2026 CDBG Funding
2. FY 2024-2025 Allocation Agreement-Final
3. FY 2025-2026 Allocation Agreement-Final

CITY OF RIVERBANK

RESOLUTION 2026-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, AUTHORIZING THE APPROVAL OF A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF RIVERBANK AND THE COUNTY OF STANISLAUS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FOR FY 2024-2025 AND FY 2025-2026

THE CITY OF RIVERBANK CITY COUNCIL (HEREAFTER REFERRED TO AS THE “CITY COUNCIL”) DOES HEREBY RESOLVE THAT:

WHEREAS, On May 28, 2019, the Riverbank City Council adopted a Resolution authorizing the City to participate in the CDBG Stanislaus County Urban County and HOME Consortium; and

WHEREAS, The City’s participation entitles Riverbank to a direct allocation of funds from the Department of Housing & Urban Development CDBG Program; and

WHEREAS, The County of Stanislaus desires to enter into an agreement designating the City of Riverbank as a Subrecipient of these funds; and

WHEREAS, The City agrees to abide by all stipulations set forth in the agreements for the administration, reporting, and use of the funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank approves the Subrecipient Agreement between the City of Riverbank and the County of Stanislaus for Fiscal Year 2024-2025 and Fiscal Year 2025-2026.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 14th day of April, 2026; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of _____ :

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Gabriela Hernandez, CMC
City Clerk

Rachel Hernandez
Mayor

Attachment: FY 2024-2025 CDBG Allocation Agreement and FY 2025-2026 CDBG Allocation Agreement

**STANISLAUS URBAN COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ALLOCATION
AGREEMENT**

This COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ALLOCATION AGREEMENT (“Agreement”) is made by and between the County of Stanislaus (“County”) and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank and Waterford (the “City” individually or “Cities” collectively) on July 1, 2025 (the “effective date”).

WITNESSETH

WHEREAS, County of Stanislaus has applied for and is qualified to receive an entitlement grant under the Community Development Block Grant (“CDBG”) program for Fiscal Year 2024-2025 (July 1, 2024 to June 30, 2025) in the amount \$2,305,008 as an “Urban County” as set forth under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, County has received such a CDBG grant award from the U.S. Department of Housing and Urban Development (“HUD”) under Title I of the Housing and Community Development Act of 1974, as amended (United States Code, title 42, section 5301 et seq. (hereinafter “42 U.S.C. § 5301 et seq. U.S.C. 24 CFR § 570.206”); the “Act”); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2024-0208 approved on April 30, 2024 (Agenda Item #6.6), County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Block Grant Program; and

WHEREAS, County and Cities desire to enter into this allocation Agreement for the purpose of designating each Urban County member City as a CDBG subrecipient; and

WHEREAS, the parties desire that CDBG entitlement funds received by County as an “Urban County” be shared proportionally, as determined by poverty and population formula, among the parties;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. INTERPRETATION

1.1 Multiple Parties; Separate Obligations. This Agreement is entered into by and between County and each of the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, and Waterford. References to “City” in this Agreement shall mean each City individually and severally. Each City’s obligations, rights, and liabilities under this Agreement are individual and separate, and no City shall be responsible for the obligations or liabilities of any other City.

1.2 Application of Terms. Where this Agreement refers to “City” in the singular, such reference shall apply to each City separately as to its own allocation, activities, and performance under this Agreement. Each City shall be deemed to have entered into a separate subrecipient agreement with County, the terms of which are set forth in this Agreement.

1.3 Joint Provisions. Notwithstanding Section 1.1, provisions of this Agreement that reference all Cities collectively, including but not limited to the allocation table in Section 2.1, shall apply to all Cities jointly as the context requires.

2. FUNDING PROVISIONS

2.1 County and each City shall receive an allocation based upon a population and poverty calculation as set forth below:

Jurisdiction	2024 Activity Funding
Stanislaus County	\$ 325,631.75
Ceres	\$ 215,620.75
Hughson	\$ 160,000.75
Newman	\$ 146,699.75
Oakdale	\$ 165,812.75
Patterson	\$ 178,635.75
Riverbank	\$ 142,061.75
Waterford	\$ 219,542.75
TOTAL	\$ 1,554,006.00

In the event that HUD reduces the Urban County CDBG allocation, each allocation will be reduced proportionately.

2.2 County shall also receive an amount not to exceed twenty (20%) percent per year of the total Fiscal Year 2024-2025 CDBG entitlement funds for eligible general administrative services as defined in the Code of Federal Regulation, Title 24, Part 570, Subpart 206 (hereinafter 42 USC 5301 et seq.; the “Act”)

(a) which amount shall be set aside prior to any allocation of funds to County and Cities under Section 2 of this Agreement.

(b) An amount not to exceed twenty percent (20%) of each City’s CDBG project budget, as per 24 CFR 570.200- 570.204, by County of the allocated Fiscal 2024-2025 funds shall be allowed as an activity delivery expenses for each City within their annual allocation amount as referenced in the table above.

(c) An amount not to exceed \$25,000 of the available administrative funding shall be allocated for Urban County Fair Housing activities, as defined in 24 CFR 570.206(c).

2.3 An amount not to exceed fifteen percent (15%) of the total Fiscal Year 2024-2025 CDBG entitlement funds, shall be allocated for eligible public services, as defined in 24 CFR 570.201, and related projects under the Urban County CDBG Public Service Grant Program.

2.4 Upon notification of a City’s intent to apply for grants available to Urban Counties under applicable law, County, as lead agency, shall apply for such grants on behalf of

that City once determined by the County that the grant is consistent with the Consolidated Plan and Annual Action Plan, and provided the County has the staffing capacity to undertake the application.

2.5 Activities proposed by the Cities insofar as they are consistent with applicable statutes and regulations, shall be processed for inclusion by County in the Consolidated Plan and Annual Action Plan.

2.6 Each party has the responsibility to ensure its activities comply with the HUD Certified Fiscal Year 2024-2025 Stanislaus Urban County Annual Action Plan.

2.7 Each party agrees to comply with reporting requirements set forth in 2 CFR 200.500 et seq. regarding standards for obtaining consistency and uniformity among federal agencies for the audit of state, local government expending federal awards.

2.8 Each party shall be strictly accountable for all CDBG entitlement funds allocated to that party.

3. SCOPE OF WORK

3.1 General Scope. City shall utilize CDBG funds to deliver its activities as described in the Fiscal Year 2024-2025 Stanislaus Urban County Annual Action Plan, as certified by HUD. The Annual Action Plan contains the description of the work to be performed, a schedule for completing the work, and the estimated budget.

3.2 Term. This Agreement shall be in effect from July 1, 2025, until June 30, 2026, or until all Fiscal Year 2024-2025 CDBG funds are disbursed to City. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which City remains in control of CDBG funds or other CDBG assets, including program income.

4. COMPENSATION

4.1 Allocation Amount. City shall be paid through reimbursements the total compensation amount as indicated in Sections 2.1 and 2.2 above for the CDBG-eligible activities.

4.2 Funding Drawdowns. All requests for grant fund drawdowns shall be requested as needed throughout the fiscal year by City. Drawdowns may be required and shall be provided as requested by County.

4.3 Certification of Expenses. In every case, draws will be disbursed to City subject to receipt of a Request for Funds (“RFF”) specifying and certifying that such expenses are in conformance with this Agreement, and that City is entitled to receive the amount requisitioned under the terms of this Agreement. With each RFF an official authorized to bind City shall certify that “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. § 1001; 31 U.S.C. §§ 3729-3730, 3801-3812).” City shall make such other certifications as

required by 2 CFR 200.415.

Grant fund draw requests will be dispersed upon request provided: (1) the RFF is returned with original authorized signatures; and (2) that all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant activity scope.

4.4 Authorized Personnel. Person executing this agreement on behalf of City shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.

4.5 Salaries. The salaries paid under this Agreement shall be in accordance with the following: 2 CFR 200.430 and 24 CFR 570.206. City shall submit time sheets to document expenses for staff. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 40-hour work week.

Fringe benefits, which includes taxes and insurance costs paid by the City on behalf of the staff person working on the grant, but does not include overhead costs, may be paid in accordance with 2 CFR 200.431. Paid Time-off (“PTO”), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered basic costs, not related to specific grant activity, and shall be covered by the City. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

5. USE OF FUNDS

5.1 General Use of Funds. Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Act, 24 CFR 570, and other regulations governing the Community Development Block Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.

5.2 Federal Funding Requirements. The CDBG allocation is funded by HUD. City must comply with all of the rules and regulations required by HUD, which are set forth throughout this Agreement and in the HUD CDBG Addenda, which is attached hereto as Attachment 2. City shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause County to be in violation of County’s agreement with HUD.

5.3 Compliance with Local Code. City agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.

5.4 Ineligible Uses of Funds. In the event that City is found to have expended

grant funds for ineligible activities, pursuant to 24 CFR 570.207 and 2 CFR 200.420-200.476, such funds shall be returned to the County.

5.5 Failure to Complete Project- Repayment Obligation. City acknowledges that CDBG funds are provided for the sole purpose of completing the approved activities identified in the HUD-certified Fiscal Year 2024-2025 Stanislaus Urban County Annual Action Plan and any County-approved amendments thereto.

In the event that City fails to move forward with, materially alters without County approval, abandons, or fails to complete an approved CDBG-funded project after funds have been expended and reimbursed by the County, City shall be financially liable to the County for the full amount of CDBG funds expended for that project, unless otherwise approved in writing by County.

Repayment shall be made to the County upon written demand and shall be treated as program income or returned funds, as determined by the County in accordance with HUD regulations. County's right to repayment shall survive expiration or termination of this Agreement. The repayment obligation described in Section 5.5 shall apply regardless of whether this Agreement is terminated or expires.

5.6 Timely Expenditure Requirement. City acknowledges that the County, as the HUD entitlement grantee, is subject to federal timeliness and expenditure requirements for CDBG funds, including requirements enforced by HUD to ensure funds are expended within a reasonable period of time. Consistent with those requirements, City agrees to expend all CDBG funds allocated under this Agreement within six (6) years from the effective date of this Agreement, unless otherwise approved in writing by the County.

5.7 Five Year Action Plan Requirement. If, at any time following five (5) years from the effective date of this Agreement, City has not fully expended its allocated CDBG funds, City shall, upon written request by the County, submit a written corrective action plan acceptable to the County. The action plan shall, at a minimum, identify barriers to expenditure, propose specific corrective actions, and include a realistic schedule demonstrating how all remaining funds will be fully expended within the six-year period.

5.8 Reversion of Funds After Six Years. If City fails to fully expend its allocated CDBG funds within six (6) years from the effective date of this Agreement, and absent written approval by the County for an extension, any unexpended CDBG funds shall automatically revert to the County for reallocation and use in accordance with HUD regulations and the current HUD approved Consolidated Plan ., City shall have no further claim to such reverted funds.

5.9 No Waiver of Other Remedies. The remedies set forth in this section are in addition to, and not in limitation of, any other rights or remedies available to the County under this Agreement, federal law, or HUD regulations, including termination, recapture, or repayment of funds, as applicable.

5.10 Program Income. Program income shall be handled in accordance with Section 24 CFR 570.504(c). City shall report to County any income generated by the expenditure of CDBG funds. Such program income may be retained by City to be used for CDBG eligible activities and must be accounted for and kept separately from other funds in compliance with CDBG regulations. County has the responsibility of monitoring and reporting to HUD on the use

of program income, thereby requiring appropriate record keeping and reporting by City as may be needed for this purpose. At the end of the Term, County may require remittance of all or part of any program income balances (including investments thereof) held by City (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs) pursuant to 24 CFR 570.503(b)(3).

5.11 Termination of Contract. Pursuant to 2 CFR 200.339, suspension or termination of this Agreement may occur if City materially fails to comply with any term of the grant agreement, or for convenience, as set forth in Section 15 below. City may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.

5.12 Reversion of Assets. Upon grant expiration, termination, or upon City becoming insolvent, City shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under City's control that was acquired or improved in whole or in part with grant funds (including grant funds provided to City in the form of a loan) shall be utilized in accordance with Section 5.1 (General Use of Funds), of this Agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose set forth in Section 5.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311(d). All returned grant funds or payments, if any, shall be treated by County as program income.

6. PROGRAM ACTIVITY ELIGIBILITY

6.1 General Eligibility. Eligibility of program activities shall be evaluated and documented by City prior to identifying in the Annual Action Plan to determine if activities meet the eligibility criteria established under 24 CFR 570.208. Eligibility of program activities, including an evaluation for consistency with an Urban County-approved and HUD-certified Annual Action Plan, shall be conducted prior to any release of funds by the County. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 42 U.S.C. 5304(b)(3), as amended, and 24 CFR 570.483.

6.2 Income Standards. City agrees to use the standards, in effect at the time of assistance, to determine income eligibility and the verification requirements for entry into the CDBG Program. The method of income eligibility must be determined based on the National Objective being met and scope of CDBG activity to be carried out.

6.3 Eligible Urban County Areas. Program beneficiaries must reside within the income eligible Urban County areas as defined by HUD and Stanislaus County. These areas include the CDBG eligible Census Block Groups within the cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, Waterford, and the unincorporated areas of Stanislaus County.

6.4 Environmental Review Record. City is responsible for preparing the environmental review record for any project assisted through this Agreement in compliance with the California Environmental Quality Act, the National Environmental Protection Act, and 24 CFR

58 et seq. A copy of any such review shall be sent to County for County's review, approval, and formal signature as the Responsible Entity, prior to City entering into a commitment of CDBG funds for the subject activity. The environmental review record shall include, but not be limited to, all documents which have been prepared, circulated, posted, or published to reflect an environmental determination made by City. City's CDBG activity delivery funds may be used to cover costs associated with environmental review compliance by County, if outside consulting services are required to be used by County. An estimate of costs associated with environmental review compliance shall be provided by County to City for review and approval prior to any expenditure. County shall be provided with costs associated with the City use of consulting services associated with environmental review compliance before any expenditure. Any CDBG funding used to cover costs associated with the environmental review record shall be an activity delivery cost. No project activity funds, beyond County-authorized activity delivery funds, shall be utilized or encumbered for any activity until County approval of the environmental record for said activity has occurred. The City shall be responsible for repayment of activity delivery fees used to cover environmental review costs for any project that does not move forward to completion within the time allowed under this agreement.

7. DATA COLLECTION, REPORTING AND MAINTENANCE OF RECORDS

7.1 Documentation. Implementation of program activities, including determinations of eligibility, evidence of eligible activity costs, fiscal management, and CDBG contract and subcontract records shall be documented. City shall maintain all records required by the federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to: (1) Records providing a full description of each activity undertaken; (2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program; (3) Records required to determine the eligibility of activities; (4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance; (5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program; (6) Financial records as required by 24 CFR 570.502 and 2 CFR 200.334; and (7) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

7.2 Quarterly/Closeout Reports. City agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG and 2 CFR 200.301, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter. In addition, City shall submit, no later than thirty (30) days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.344.

7.3 HUD Sponsored Research. Upon request, City shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the program.

7.4 Unique Entity Identifier (UEI) and SAM Registration. City shall maintain an active registration in the federal System for Award Management (SAM.gov) and shall maintain a valid Unique Entity Identifier (UEI) throughout the term of this Agreement. City shall ensure its SAM.gov registration is renewed annually and remains active in accordance

with federal requirements.

7.5 Data Required. City shall maintain activity beneficiary data such as area demographics, number of housing units, and number of people who will benefit from activities funded with grant funds. City also agrees to report the number of jobs created with CDBG funds, if applicable, in the quarterly report to be provided to County.

7.6 General Records. City shall keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. City agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County, HUD, and any authorized representatives shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by City. Further, County and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

7.7 Privacy Procedures. City shall develop and implement reasonable procedures to ensure: (1) the confidentiality of records pertaining to all program participants; and (2) that program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the City.

7.8 Audit Provision. City agrees to provide to County, at City's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by City, including the distribution of any CDBG Grant Funds for Fiscal Year 2024-2025 and previous fiscal years. City agrees to provide additional audits upon request.

8. UNIFORM ADMINISTRATIVE REQUIREMENTS

8.1 General Uniform Administrative Requirements. City shall comply with 24 CFR 570.502 and the requirements and standards of 2 CFR 200.420-200.475.

8.2 Reasonable Grant Costs. County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is reasonable. A cost is considered to be reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. In determining the reasonableness of a given cost, consideration shall be given to: (1) whether the cost is of a type generally recognized as ordinary and necessary for the operation of the City or the performance of the award; (2) the restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, federal and state laws and regulations, and terms and conditions of the award; (3) whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the City, its members, employees, and clients, the public at large, and the Federal Government; and (4) significant deviations from the established practices of the City which may unjustifiably increase the award costs.

8.3 Allocable Grant Costs. County reserves the right to determine whether or

not a request for CDBG grant fund reimbursement is allocable, consistent with applicable federal regulations. A cost is considered to be allocable if it: (1) is incurred specifically for the award; (2) benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) is necessary to the overall operation of the City, although a direct relationship to any particular cost objective cannot be shown.

8.4 Procurement.

(a) **Compliance.** City must follow federal procurement rules when purchasing services, supplies, materials, or equipment. The applicable federal regulations are contained in 2 CFR Sections 200.317-200.327 and 24 CFR Section 570.502 and 570.610 In addition to federal regulations, City shall comply with applicable laws and regulations adopted by the State of California or County ordinances regarding procurement. The procurement process shall include the following: (1) Identify and clearly specify standards for the goods or services; (2) When required, seek competitive offers to obtain the best possible quality at the best possible price; (3) Use a written agreement that clearly states the responsibilities of each party; (4) Keep and maintain reliable records; and (5) Have a quality assurance system that documents that funds were used in full compliance with this Agreement and applicable law.

(b) **Prohibition on certain telecommunications and video surveillance equipment or services.** City must comply with the prohibition on certain telecommunications and video surveillance equipment or services stated in 2 CFR Part 200.216.

9. HOLD HARMLESS AND INDEMNITY AGREEMENT

9.1 General Indemnification. City shall hold County, its agents, officers, employees, and volunteers, harmless from and save, defend, and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to claims arising from the City's breach or this Agreement or claims arising directly or indirectly out of any act or omission of City, whether or not the act or omission arises from the sole negligence or other liability of City, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

9.2 Liability and Fees. County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by City, its staff or program participants, and City hereby agrees to defend, hold harmless and indemnify County from and against any and all such liabilities for debts and obligations. No draw, however, final or otherwise, shall operate to release City from any obligations under this Agreement.

10. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

10.1 Compliance with Fair Housing and Civil Rights Laws. (1) During the performance of this Agreement, City and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. (2) City shall include

the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement. (3) City shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the City's delivery of services. (4) City agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable federal, state and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (Cal. Gov. Code Sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section B of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations. (5) City agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (6) City will, in all solicitations or advertisements for employees placed by or on behalf of City, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law. (7) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then City must establish additional procedures that will ensure that such persons are made aware of the services.

10.2 Small Business, Minority Business, Women's Business Enterprises, Veteran-Owned Businesses, and Labor Surplus Area Firms. City shall carry out applicable requirements of 24 CFR Section 200.321 in the award and administration of this Agreement. Failure by City to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as County deems appropriate. City must, at a minimum, take the following steps to consider the use of small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms: (a) Placing these qualified businesses on solicitation lists; (b) Assuring that these businesses are solicited whenever they are potential sources; (c) Dividing procurement transactions into separate procurements when economically feasible to permit maximum participation by these businesses; (d) Establishing delivery schedules that encourage participation by these businesses; and (e) Utilizing such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

10.3 Equal Participation of Religious Organizations. City agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization. City shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

10.4 HUD Section 3 Compliance. City agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C.1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low-income persons, particularly those recipients of government

assistance for housing, and to business concerns that provide economic opportunities to low and very-low-income persons.

10.5 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. City shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), which ensures that all federally funded facilities be designed, constructed, or altered to ensure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.

10.6 Labor Standards and Davis-Bacon and Related Act Requirements. City shall comply with all applicable federal labor standards, as set forth in Section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5310 et seq.) and Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5.

10.7 Whistleblower Protections. An employee of City must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 U.S.C. 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. City must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

10.8 Displacement, Relocation, Acquisition and Replacement of Housing. Consistent with 24 CFR 570.606 and the Stanislaus Urban County’s Anti-Displacement and Relocation Policy Plan, City shall take all reasonable steps to minimize the displacement of all persons as a result of project activities.

10.9 Eligibility Restrictions. City agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613.

11. CONSTRUCTION CONTRACTS

11.1 Contract Provisions. City and County agree to include the following contract provisions in any construction contracts utilizing funds received pursuant to this Agreement: (1) Equal Employment Opportunity. Except as otherwise provided under 41 CFR 60, all construction contracts shall include the equal opportunity clause provided under 41 CFR 60-1.4(b). (2) Davis-Bacon Act. All prime construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, 3146-3148). Contractors shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. City or County shall include a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. City or County shall report all suspected or reported violations to HUD. (3) Copeland “Anti-Kickback”

Act. All construction contracts shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 USC 874; 40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3), prohibiting the contractor from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. City shall report all suspected or reported violations to HUD. (4) Contract Work Hours and Safety Standards. Any construction contract in excess of \$100,000 that involves the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR 5), which require each contractor to compute the wages of mechanics and laborers on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for hours worked in excess of the standard 40-hour work week. In addition, no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous. (5) Byrd Anti-Lobbying Amendment. Any construction contract in excess of \$100,000 shall require the contractor to file the required Byrd Anti-Lobbying certification, certifying that the contractor will not and has not used federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a federal contract, grant, or award, the contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions. (6) Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD’s Notice, “Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.

11.2 Debarment and Suspension. No contract may be awarded to parties listed on the government-wide exclusions in the System for Award Management, in accordance with the OMB guidelines at 2 CFR 180.

12. CONFLICTS OF INTEREST

12.1 Hatch Act Incorporated. Neither City program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title V of the U.S.C.

12.2 Conflict of Interest. City shall comply with 2 CFR 200.112, and 24 CFR 570.611, and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of City from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of City and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or

who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

12.3 Lobbying and Disclosure Requirements. City certifies that no state or federally appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450 or the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, City shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12.4 Campaign Contribution Disclosure. City certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Cal. Gov. Code Section 84308) and has provided the appropriate disclosures to County.

13. DRUG-FREE WORKPLACE

13.1 Drug-free Workplace. City will maintain a drug free workplace and will comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and HUD’s implementing regulations at 24 CFR 2429.

14. ENVIRONMENTAL LAW COMPLIANCE

14.1 Lead Poisoning Prevention Act. City agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

14.2 Clean Air Act and Federal Water Pollution Control Act. Per 2 CFR Part 200 App. II(G) in carrying out this Agreement, City agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Federal Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended. Violations must be reported to the County, HUD, and the Regional Office of the EPA. City will include these

requirements in each subcontract exceeding \$150,000 that receives any federal funding.

14.3 National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) Compliance. City shall comply with all applicable standards, orders or regulations issued pursuant to NEPA (42 U.S.C. 4321 et seq.) and/or CEQA (Cal. Public Resources Code Sections 21000 et seq.).

14.4 Historic Preservation. City agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

14.5 Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), City shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

15. TERMINATION OF SERVICES AND REVERSION OF ASSETS

15.1 Termination of Contract and Reversion of Assets. It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. Such notice shall include the reasons for termination. (1) City may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount for cause, or if City fails to comply with the terms and conditions of an award, including: (a) failure of City to file required reports; (b) failure of City to meet project dates; (c) expenditure of funds under this Agreement for ineligible activities, services or items; or (d) failure to comply with written notice from County of substandard performance in scope of work under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) written warning to City by County including steps to bring project into compliance with time frame; (b) notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; and (c) written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, City shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

15.2 Insolvency. If the City becomes insolvent, all unused CDBG funds shall be returned to the County for disposition.

16. GENERAL TERMS AND CONDITIONS

16.1 Other program requirements. City agrees to carry out each activity in compliance with all federal laws and regulations described in subpart K of 24 CFR 570, except that City does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.

16.2 Assignment. Without written consent of County, this Agreement is not assignable by City, either in whole or in part.

16.3 Amendment. The County's Director of Planning and Community Development may amend, revise or supplement the Agreement by "Administrative Amendment" in order to maintain compliance with applicable laws and regulations upon written notice to the other parties. The Administrative Amendment shall be effective upon execution by the County's Director of Planning and Community Development and delivery to all parties. Amendments which modify the substantive terms of the Agreement shall be approved by the County's Director of Planning and Community Development and the City Manager of each of the Cities or his/her designee.

16.4 Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

16.5 Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

16.6 Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

16.7 Integration. This Agreement represents the entire understanding of County and City as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Sections 2.1, 16.3 or 16.4.

16.8 Notice. Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which City or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as follows:

To County: County of Stanislaus
Department of Planning and Community Development
Attention: Deputy Director of Community Development
1010 Tenth Street, Suite 3400
Modesto, CA 95354

To City: See Attachment 1 – Stanislaus Urban County Notice Information

16.9 Governing Law and Venue. This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

16.10 Authorization. City has authorized the undersigned person signing as officers on behalf of City, to enter into this Agreement on behalf of said City and to bind the same to this Agreement, and further that said City has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

16.11 Certification Regarding Economic Sanctions Pursuant to California State Executive Order N-6-22. (1) City and its subrecipients shall review their investments and contracts to ensure their compliance with economic sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions), and to take actions to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), not transferring technology to Russia or Russian entities, and by directly providing support to the government and people of Ukraine. (2) County shall terminate any contract with any individual or entity that is in violation of Executive Order N-6-22 or that is subject to economic sanctions therein and shall not enter a contract with any such individual or entity while the Order is in effect. (3) For contracts valued at \$5 million or more, City and its subrecipients shall provide a written report to the County regarding compliance with economic sanctions and steps taken in response to Russia’s action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect.

16.12 Debarment. City and its subrecipients shall represent and warrant, to the best of their knowledge and belief, that neither City, its subrecipients, nor any of their Principals (“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity) is presently debarred, suspended, proposed for debarment, voluntarily excluded, or involuntarily excluded from receiving a contract from any federal, state or local government or agency, nor has it been declared ineligible for the award of contracts by any federal, state, or local government or agency, nor does it appear on any federal, state or local government’s Excluded Parties List System. City and its subrecipients shall provide immediate written notice to County if at any time City and its subrecipients learns that this representation was erroneous when submitted or has become erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that City

and its subrecipients knowingly made a false representation, in addition to other remedies available to County, County may terminate this Agreement.


16.13 No Waiver. County's failure to act with respect to a breach by County does not waive its right to act with respect to subsequent or similar breaches. The failure of County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

16.14 Counterparts and Electronic Signatures. This Agreement may be signed in counterparts and shall bind each signatory to the Agreement. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement, or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.


[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

COUNTY OF STANISLAUS:

By: 
Jody Hayes (Mar 13, 2026 09:45:06 PDT)
Jody Hayes
Chief Executive Officer

03/13/2026
Dated

APPROVED AS TO CONTENT:
Angela Freitas, Director
Planning and Community Development Department

By: 
Angela Freitas (Mar 13, 2026 14:01:15 PDT)
Angela Freitas
Director

APPROVED AS TO FORM:
Thomas E. Boze
County Counsel

By: 
Robert J. Taro
Robert J. Taro
Assistant County Counsel

CITY OF CERES:

By: _____
Javier Lopez
Mayor

_____ Dated

ATTEST:

By: _____
Fallon Martin
City Clerk

APPROVED AS TO CONTENT:

By: _____
Douglas D. Dunford
City Manager

APPROVED AS TO FORM:

By: _____
Nubia Goldstein
City Attorney

CITY OF HUGHSON:

By: _____
George Carr
Mayor

_____ Dated

ATTEST:

By: _____
Dominique Romo
City Manager on behalf of City Clerk

APPROVED AS TO CONTENT:

By: _____
Dominique Romo
City Manager

APPROVED AS TO FORM:

By: _____
Andy J. Pinasco
City Attorney

CITY OF NEWMAN:

By: _____
Casey Graham
Mayor

_____ Dated

ATTEST:

By: _____
Mike Maier
City Clerk

APPROVED AS TO CONTENT:

By: _____
Michael E. Holland
City Manager

APPROVED AS TO FORM:

By: _____
Nubia Goldstein
City Attorney

CITY OF OAKDALE:

By: _____
Cherilyn Bairos
Mayor

_____ Dated

ATTEST:

By: _____
Patrick Mondragon
City Clerk

APPROVED AS TO CONTENT:

By: _____
Jerry Ramar
City Manager

APPROVED AS TO FORM:

By: _____
Tom Hallinan
City Attorney

CITY OF PATTERSON:

By: _____
Michael Clauzel
Mayor

_____ Dated

ATTEST:

By: _____
Aracely Alegre
City Clerk

APPROVED AS TO CONTENT:

By: _____
Fernando Ulloa
City Manager

APPROVED AS TO FORM:

By: _____
Nubia Goldstein
City Attorney

CITY OF RIVERBANK:

By: _____
Rachel Hernandez
Mayor

_____ Dated

ATTEST:

By: _____
Gabriela Hernandez
City Clerk

APPROVED AS TO CONTENT:

By: _____
Marisela H. Garcia
City Manager

APPROVED AS TO FORM:

By: _____
Tom Hallinan
City Attorney

CITY OF WATERFORD:

By: _____
Charlie Goeken
Mayor

_____ Dated

ATTEST:

By: _____
Patricia Krause
City Clerk

APPROVED AS TO CONTENT:

By: _____
Michael G. Pitcock
City Manager

APPROVED AS TO FORM:

By: _____
Corbett Browning
City Attorney

Attachment 1
Stanislaus Urban County Notice Information

City of Ceres
Department of Planning and Building
2220 Magnolia Street
Ceres, CA 95307

City of Hughson
Department of Community Development
P.O. Box 9
Hughson, CA 95326

City of Newman
Department of Community Development
P.O. Box 787
Newman, CA 95360

City of Oakdale
Department of Community Development
455 S. Fifth Street
Oakdale, CA 95361

City of Patterson
Department of Community Development
P.O. Box 667
Patterson, CA 95363

City of Riverbank
Department of Economic Development and Housing
6707 3rd Street
Riverbank, CA 95367

City of Waterford
City Manager's Office
P.O. Box 199
Waterford, CA 95386

Attachment 2

HUD CDBG Addenda

The following requirements are incorporated by reference into this Agreement. City agrees to comply with these requirements, as applicable to its use of CDBG funds. The Executive Orders and policy directives summarized in this Exhibit are currently being implemented by the U.S. Department of Housing and Urban Development (HUD) through guidance, notices, and related compliance measures. While an Executive Order may not yet be codified into federal regulation, HUD has directed grantees and subrecipients to comply with them.

Accordingly, as a condition of this Agreement, the City agrees to make every effort to work collaboratively with the County to address any issues that may arise as a result of these Executive Orders or related HUD directives, and to cooperate in identifying an agreeable and practicable method of achieving federal compliance. The City further agrees to adjust its practices, policies, or program implementation as reasonably required to ensure that the County, as the HUD grantee, remains in compliance with applicable federal requirements.

Addendum 1. Policy Requirements

If applicable:

- This Agreement shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008 or notice of funding opportunity requirements implementing Executive Orders that have been revoked.
- City must administer its program in accordance with immigration restrictions under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 U.S.C. 1601–1646), and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.
- City shall not use CDBG funds in a manner that subsidizes or promotes illegal immigration or that shields undocumented individuals from deportation.
- City must use the SAVE system or another federally approved verification system to ensure federal public benefits are not provided to ineligible aliens.
- Faith-based organizations may serve as subrecipients on the same basis as any other organization, and no applicant may be discriminated against on the basis of religious character, affiliation, or exercise.

Addendum 2. Program-Specific Requirements

- Environmental Review – City agrees to provide required documentation to the County for the County to comply with all environmental review requirements at 24 CFR Part 58.
- City shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport, or highway projects as well as utility projects that benefit or

serve the general public (including energy-, communication-, water-, and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. Law No. 107–118) shall be considered a public use for purposes of eminent domain.

- Violence Against Women Act Compliance – City must comply with the right to report crime and emergencies protections at 34 U.S.C. § 12495, ensuring protections for victims of domestic violence, dating violence, sexual assault, and stalking.

By signing the Agreement, City certifies compliance with the above Addenda, which are incorporated as material terms and conditions of this Agreement.

2001135.2

2023297.1

**STANISLAUS URBAN COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ALLOCATION
AGREEMENT**

This COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ALLOCATION AGREEMENT (“Agreement”) is made by and between the County of Stanislaus (“County”) and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank and Waterford (the “City” individually or “Cities” collectively) on July 1, 2025 (the “effective date”).

WITNESSETH

WHEREAS, County of Stanislaus has applied for and is qualified to receive an entitlement grant under the Community Development Block Grant (“CDBG”) program for Fiscal Year 2025-2026 (July 1, 2025 to June 30, 2026) in the amount \$2,302,867 as an “Urban County” as set forth under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, County has received such a CDBG grant award from the U.S. Department of Housing and Urban Development (“HUD”) under Title I of the Housing and Community Development Act of 1974, as amended (United States Code, title 42, section 5301 et seq. (hereinafter “42 U.S.C. § 5301 et seq. U.S.C. 24 CFR § 570.206”); the “Act”); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2025-0237 approved on May 13, 2025 (Agenda Item #7.1), County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Block Grant Program; and

WHEREAS, County and Cities desire to enter into this allocation Agreement for the purpose of designating each Urban County member City as a CDBG subrecipient; and

WHEREAS, the parties desire that CDBG entitlement funds received by County as an “Urban County” be shared proportionally, as determined by poverty and population formula, among the parties;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. INTERPRETATION

1.1 Multiple Parties; Separate Obligations. This Agreement is entered into by and between County and each of the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, and Waterford. References to “City” in this Agreement shall mean each City individually and severally. Each City’s obligations, rights, and liabilities under this Agreement are individual and separate, and no City shall be responsible for the obligations or liabilities of any other City.

1.2 Application of Terms. Where this Agreement refers to “City” in the singular, such reference shall apply to each City separately as to its own allocation, activities, and performance under this Agreement. Each City shall be deemed to have entered into a separate subrecipient agreement with County, the terms of which are set forth in this Agreement.

1.3 Joint Provisions. Notwithstanding Section 1.1, provisions of this Agreement that reference all Cities collectively, including but not limited to the allocation table in Section 2.1, shall apply to all Cities jointly as the context requires.

2. FUNDING PROVISIONS

2.1 County and each City shall receive an allocation based upon a population and poverty calculation as set forth below:

Jurisdiction	2025 Activity Funding
Stanislaus County	\$ 349,773.00
Ceres	\$ 205,497.00
Hughson	\$ 154,744.00
Newman	\$ 142,606.00
Oakdale	\$ 160,047.00
Patterson	\$ 171,748.00
Riverbank	\$ 138,373.00
Waterford	\$ 209,076.00
TOTAL	\$ 1,531,864.00

In the event that HUD reduces the Urban County CDBG allocation, each allocation will be reduced proportionately.

(a) In accordance with 24 CFR §§ 570.200–570.204, each City may use up to \$5,000 of their total allocation for administrative expenses and up to twenty percent (20%) of its total allocation for activity delivery costs. Activity delivery expenditures shall not exceed twenty percent (20%) of the total amount allocated to each City as identified in the table above.

2.2 County shall also receive an amount not to exceed twenty percent (20%) per year of the total Fiscal Year 2025-2026 CDBG entitlement funds for eligible general administrative services as defined in the Code of Federal Regulation, Title 24, Part 570, Subpart 206 (hereinafter 42 USC 5301 et seq.; the “Act”)

2.3 which amount shall be set aside prior to any allocation of funds to County and Cities under Section 2 of this Agreement.

(a) An amount not to exceed \$25,000 of the available administrative funding shall be allocated for Urban County Fair Housing activities, as defined in 24 CFR 570.206(c).

2.4 An amount not to exceed fifteen percent (15%) of the total Fiscal Year 2025-2026 CDBG entitlement funds, shall be allocated for eligible public services, as defined in 24 CFR 570.201, and related projects under the Urban County CDBG Public Service Grant Program.

2.5 Upon notification of a City’s intent to apply for grants available to Urban Counties under applicable law, County, as lead agency, shall apply for such grants on behalf of

that City once determined by the County that the grant is consistent with the Consolidated Plan and Annual Action Plan, and provided the County has the staffing capacity to undertake the application.

2.6 Activities proposed by the Cities insofar as they are consistent with applicable statutes and regulations, shall be processed for inclusion by County in the Consolidated Plan and Annual Action Plan.

2.7 Each party has the responsibility to ensure its activities comply with the HUD Certified Fiscal Year 2025-2026 Stanislaus Urban County Annual Action Plan.

2.8 Each party agrees to comply with reporting requirements set forth in 2 CFR 200.500 et seq. regarding standards for obtaining consistency and uniformity among federal agencies for the audit of state, local government expending federal awards.

2.9 Each party shall be strictly accountable for all CDBG entitlement funds allocated to that party.

3. SCOPE OF WORK

3.1 General Scope. City shall utilize CDBG funds to deliver its activities as described in the Fiscal Year 2025-2026 Stanislaus Urban County Annual Action Plan, as certified by HUD. The Annual Action Plan contains the description of the work to be performed, a schedule for completing the work, and the estimated budget.

3.2 Term. This Agreement shall be in effect from July 1, 2025, until June 30, 2026, or until all Fiscal Year 2025-2026 CDBG funds are disbursed to City. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which City remains in control of CDBG funds or other CDBG assets, including program income.

4. COMPENSATION

4.1 Allocation Amount. City shall be paid through reimbursements the total compensation amount as indicated in Sections 2.1 and 2.3 above for the CDBG-eligible activities.

4.2 Funding Drawdowns. All requests for grant fund drawdowns shall be requested as needed throughout the fiscal year by City. Drawdowns may be required and shall be provided as requested by County.

4.3 Certification of Expenses. In every case, draws will be disbursed to City subject to receipt of a Request for Funds (“RFF”) specifying and certifying that such expenses are in conformance with this Agreement, and that City is entitled to receive the amount requisitioned under the terms of this Agreement. With each RFF an official authorized to bind City shall certify that “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. § 1001; 31 U.S.C. §§ 3729-3730, 3801-3812).” City shall make such other certifications as

required by 2 CFR 200.415.

Grant fund draw requests will be dispersed upon request provided: (1) the RFF is returned with original authorized signatures; and (2) that all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant activity scope.

4.4 Authorized Personnel. Person executing this agreement on behalf of City shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.

4.5 Salaries. The salaries paid under this Agreement shall be in accordance with the following: 2 CFR 200.430 and 24 CFR 570.206. City shall submit time sheets to document expenses for staff. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 40-hour work week.

Fringe benefits, which includes taxes and insurance costs paid by the City on behalf of the staff person working on the grant, but does not include overhead costs, may be paid in accordance with 2 CFR 200.431. Paid Time-off (“PTO”), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered basic costs, not related to specific grant activity, and shall be covered by the City. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

5. USE OF FUNDS

5.1 General Use of Funds. Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Act, 24 CFR 570, and other regulations governing the Community Development Block Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.

5.2 Federal Funding Requirements. The CDBG allocation is funded by HUD. City must comply with all of the rules and regulations required by HUD, which are set forth throughout this Agreement and in the HUD CDBG Addenda, which is attached hereto as Attachment 2. City shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause County to be in violation of County’s agreement with HUD.

5.3 Compliance with Local Code. City agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.

5.4 Ineligible Uses of Funds. In the event that City is found to have expended

grant funds for ineligible activities, pursuant to 24 CFR 570.207 and 2 CFR 200.420-200.476, such funds shall be returned to the County.

5.5 Failure to Complete Project- Repayment Obligation. City acknowledges that CDBG funds are provided for the sole purpose of completing the approved activities identified in the HUD-certified Fiscal Year 2025-2026 Stanislaus Urban County Annual Action Plan and any County-approved amendments thereto.

In the event that City fails to move forward with, materially alters without County approval, abandons, or fails to complete an approved CDBG-funded project after funds have been expended and reimbursed by the County, City shall be financially liable to the County for the full amount of CDBG funds expended for that project, unless otherwise approved in writing by County.

Repayment shall be made to the County upon written demand and shall be treated as program income or returned funds, as determined by the County in accordance with HUD regulations. County's right to repayment shall survive expiration or termination of this Agreement. The repayment obligation described in Section 5.5 shall apply regardless of whether this Agreement is terminated or expires.

5.6 Timely Expenditure Requirement. City acknowledges that the County, as the HUD entitlement grantee, is subject to federal timeliness and expenditure requirements for CDBG funds, including requirements enforced by HUD to ensure funds are expended within a reasonable period of time. Consistent with those requirements, City agrees to expend all CDBG funds allocated under this Agreement within six (6) years from the effective date of this Agreement, unless otherwise approved in writing by the County.

5.7 Five Year Action Plan Requirement. If, at any time following five (5) years from the effective date of this Agreement, City has not fully expended its allocated CDBG funds, City shall, upon written request by the County, submit a written corrective action plan acceptable to the County. The action plan shall, at a minimum, identify barriers to expenditure, propose specific corrective actions, and include a realistic schedule demonstrating how all remaining funds will be fully expended within the six-year period.

5.8 Reversion of Funds After Six Years. If City fails to fully expend its allocated CDBG funds within six (6) years from the effective date of this Agreement, and absent written approval by the County for an extension, any unexpended CDBG funds shall automatically revert to the County for reallocation and use in accordance with HUD regulations and the current HUD approved Consolidated Plan., City shall have no further claim to such reverted funds.

5.9 No Waiver of Other Remedies. The remedies set forth in this section are in addition to, and not in limitation of, any other rights or remedies available to the County under this Agreement, federal law, or HUD regulations, including termination, recapture, or repayment of funds, as applicable.

5.10 Program Income. Program income shall be handled in accordance with Section 24 CFR 570.504(c). City shall report to County any income generated by the expenditure of CDBG funds. Such program income may be retained by City to be used for CDBG eligible activities and must be accounted for and kept separately from other funds in compliance with CDBG regulations. County has the responsibility of monitoring and reporting to HUD on the use

of program income, thereby requiring appropriate record keeping and reporting by City as may be needed for this purpose. At the end of the Term, County may require remittance of all or part of any program income balances (including investments thereof) held by City (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs) pursuant to 24 CFR 570.503(b)(3).

5.11 Termination of Contract. Pursuant to 2 CFR 200.339, suspension or termination of this Agreement may occur if City materially fails to comply with any term of the grant agreement, or for convenience, as set forth in Section 15 below. City may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.

5.12 Reversion of Assets. Upon grant expiration, termination, or upon City becoming insolvent, City shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under City's control that was acquired or improved in whole or in part with grant funds (including grant funds provided to City in the form of a loan) shall be utilized in accordance with Section 5.1 (General Use of Funds), of this Agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose set forth in Section 5.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311(d). All returned grant funds or payments, if any, shall be treated by County as program income.

6. PROGRAM ACTIVITY ELIGIBILITY

6.1 General Eligibility. Eligibility of program activities shall be evaluated and documented by City prior to identifying in the Annual Action Plan to determine if activities meet the eligibility criteria established under 24 CFR 570.208. Eligibility of program activities, including an evaluation for consistency with an Urban County-approved and HUD-certified Annual Action Plan, shall be conducted prior to any release of funds by the County. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 42 U.S.C. 5304(b)(3), as amended, and 24 CFR 570.483.

6.2 Income Standards. City agrees to use the standards, in effect at the time of assistance, to determine income eligibility and the verification requirements for entry into the CDBG Program. The method of income eligibility must be determined based on the National Objective being met and scope of CDBG activity to be carried out.

6.3 Eligible Urban County Areas. Program beneficiaries must reside within the income eligible Urban County areas as defined by HUD and Stanislaus County. These areas include the CDBG eligible Census Block Groups within the cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, Waterford, and the unincorporated areas of Stanislaus County.

6.4 Environmental Review Record. City is responsible for preparing the environmental review record for any project assisted through this Agreement in compliance with the California Environmental Quality Act, the National Environmental Protection Act, and 24 CFR

58 et seq. A copy of any such review shall be sent to County for County's review, approval, and formal signature as the Responsible Entity, prior to City entering into a commitment of CDBG funds for the subject activity. The environmental review record shall include, but not be limited to, all documents which have been prepared, circulated, posted, or published to reflect an environmental determination made by City. City's CDBG activity delivery funds may be used to cover costs associated with environmental review compliance by County, if outside consulting services are required to be used by County. An estimate of costs associated with environmental review compliance shall be provided by County to City for review and approval prior to any expenditure. County shall be provided with costs associated with the City use of consulting services associated with environmental review compliance before any expenditure. Any CDBG funding used to cover costs associated with the environmental review record shall be an activity delivery cost. No project activity funds, beyond County-authorized activity delivery funds, shall be utilized or encumbered for any activity until County approval of the environmental record for said activity has occurred. The City shall be responsible for repayment of activity delivery fees used to cover environmental review costs for any project that does not move forward to completion within the time allowed under this agreement.

7. DATA COLLECTION, REPORTING AND MAINTENANCE OF RECORDS

7.1 Documentation. Implementation of program activities, including determinations of eligibility, evidence of eligible activity costs, fiscal management, and CDBG contract and subcontract records shall be documented. City shall maintain all records required by the federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to: (1) Records providing a full description of each activity undertaken; (2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program; (3) Records required to determine the eligibility of activities; (4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance; (5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program; (6) Financial records as required by 24 CFR 570.502 and 2 CFR 200.334; and (7) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

7.2 Quarterly/Closeout Reports. City agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG and 2 CFR 200.301, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter. In addition, City shall submit, no later than thirty (30) days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.344.

7.3 HUD Sponsored Research. Upon request, City shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the program.

7.4 Unique Entity Identifier (UEI) and SAM Registration. City shall maintain an active registration in the federal System for Award Management (SAM.gov) and shall maintain a valid Unique Entity Identifier (UEI) throughout the term of this Agreement. City shall ensure its SAM.gov registration is renewed annually and remains active in accordance

with federal requirements.

7.5 Data Required. City shall maintain activity beneficiary data such as area demographics, number of housing units, and number of people who will benefit from activities funded with grant funds. City also agrees to report the number of jobs created with CDBG funds, if applicable, in the quarterly report to be provided to County.

7.6 General Records. City shall keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. City agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County, HUD, and any authorized representatives shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by City. Further, County and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

7.7 Privacy Procedures. City shall develop and implement reasonable procedures to ensure: (1) the confidentiality of records pertaining to all program participants; and (2) that program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the City.

7.8 Audit Provision. City agrees to provide to County, at City's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by City, including the distribution of any CDBG Grant Funds for Fiscal Year 2025-2026 and previous fiscal years. City agrees to provide additional audits upon request.

8. UNIFORM ADMINISTRATIVE REQUIREMENTS

8.1 General Uniform Administrative Requirements. City shall comply with 24 CFR 570.502 and the requirements and standards of 2 CFR 200.420-200.475.

8.2 Reasonable Grant Costs. County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is reasonable. A cost is considered to be reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. In determining the reasonableness of a given cost, consideration shall be given to: (1) whether the cost is of a type generally recognized as ordinary and necessary for the operation of the City or the performance of the award; (2) the restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, federal and state laws and regulations, and terms and conditions of the award; (3) whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the City, its members, employees, and clients, the public at large, and the Federal Government; and (4) significant deviations from the established practices of the City which may unjustifiably increase the award costs.

8.3 Allocable Grant Costs. County reserves the right to determine whether or

not a request for CDBG grant fund reimbursement is allocable, consistent with applicable federal regulations. A cost is considered to be allocable if it: (1) is incurred specifically for the award; (2) benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) is necessary to the overall operation of the City, although a direct relationship to any particular cost objective cannot be shown.

8.4 Procurement.

(a) **Compliance.** City must follow federal procurement rules when purchasing services, supplies, materials, or equipment. The applicable federal regulations are contained in 2 CFR Sections 200.317-200.327 and 24 CFR Section 570.502 and 570.610. In addition to federal regulations, City shall comply with applicable laws and regulations adopted by the State of California or County ordinances regarding procurement. The procurement process shall include the following: (1) Identify and clearly specify standards for the goods or services; (2) When required, seek competitive offers to obtain the best possible quality at the best possible price; (3) Use a written agreement that clearly states the responsibilities of each party; (4) Keep and maintain reliable records; and (5) Have a quality assurance system that documents that funds were used in full compliance with this Agreement and applicable law.

(b) **Prohibition on certain telecommunications and video surveillance equipment or services.** City must comply with the prohibition on certain telecommunications and video surveillance equipment or services stated in 2 CFR Part 200.216.

9. HOLD HARMLESS AND INDEMNITY AGREEMENT

9.1 General Indemnification. City shall hold County, its agents, officers, employees, and volunteers, harmless from and save, defend, and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to claims arising from the City's breach or this Agreement or claims arising directly or indirectly out of any act or omission of City, whether or not the act or omission arises from the sole negligence or other liability of City, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

9.2 Liability and Fees. County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by City, its staff or program participants, and City hereby agrees to defend, hold harmless and indemnify County from and against any and all such liabilities for debts and obligations. No draw, however, final or otherwise, shall operate to release City from any obligations under this Agreement.

10. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

10.1 Compliance with Fair Housing and Civil Rights Laws. (1) During the performance of this Agreement, City and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. (2) City shall include

the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement. (3) City shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the City's delivery of services. (4) City agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable federal, state and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (Cal. Gov. Code Sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section B of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations. (5) City agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (6) City will, in all solicitations or advertisements for employees placed by or on behalf of City, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law. (7) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then City must establish additional procedures that will ensure that such persons are made aware of the services.

10.2 Small Business, Minority Business, Women's Business Enterprises, Veteran-Owned Businesses, and Labor Surplus Area Firms. City shall carry out applicable requirements of 2 CFR Section 200.321 in the award and administration of this Agreement. Failure by City to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as County deems appropriate. City must, at a minimum, take the following steps to consider the use of small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms: (a) Placing these qualified businesses on solicitation lists; (b) Assuring that these businesses are solicited whenever they are potential sources; (c) Dividing procurement transactions into separate procurements when economically feasible to permit maximum participation by these businesses; (d) Establishing delivery schedules that encourage participation by these businesses; and (e) Utilizing such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

10.3 Equal Participation of Religious Organizations. City agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization. City shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

10.4 HUD Section 3 Compliance. City agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C.1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low-income persons, particularly those recipients of government

assistance for housing, and to business concerns that provide economic opportunities to low and very-low-income persons.

10.5 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. City shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), which ensures that all federally funded facilities be designed, constructed, or altered to ensure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.

10.6 Labor Standards and Davis-Bacon and Related Act Requirements. City shall comply with all applicable federal labor standards, as set forth in Section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5310 et seq.) and Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5.

10.7 Whistleblower Protections. An employee of City must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 U.S.C. 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. City must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

10.8 Displacement, Relocation, Acquisition and Replacement of Housing. Consistent with 24 CFR 570.606 and the Stanislaus Urban County's Anti-Displacement and Relocation Policy Plan, City shall take all reasonable steps to minimize the displacement of all persons as a result of project activities.

10.9 Eligibility Restrictions. City agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613.

11. CONSTRUCTION CONTRACTS

11.1 Contract Provisions. City and County agree to include the following contract provisions in any construction contracts utilizing funds received pursuant to this Agreement: (1) Equal Employment Opportunity. Except as otherwise provided under 41 CFR 60, all construction contracts shall include the equal opportunity clause provided under 41 CFR 60-1.4(b). (2) Davis-Bacon Act. All prime construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, 3146-3148). Contractors shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. City or County shall include a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. City or County shall report all suspected or reported violations to HUD. (3) Copeland "Anti-Kickback"

Act. All construction contracts shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 USC 874; 40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3), prohibiting the contractor from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. City shall report all suspected or reported violations to HUD. (4) Contract Work Hours and Safety Standards. Any construction contract in excess of \$100,000 that involves the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR 5), which require each contractor to compute the wages of mechanics and laborers on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for hours worked in excess of the standard 40-hour work week. In addition, no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous. (5) Byrd Anti-Lobbying Amendment. Any construction contract in excess of \$100,000 shall require the contractor to file the required Byrd Anti-Lobbying certification, certifying that the contractor will not and has not used federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a federal contract, grant, or award, the contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions. (6) Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD’s Notice, “Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.

11.2 Debarment and Suspension. No contract may be awarded to parties listed on the government-wide exclusions in the System for Award Management, in accordance with the OMB guidelines at 2 CFR 180.

12. CONFLICTS OF INTEREST

12.1 Hatch Act Incorporated. Neither City program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title V of the U.S.C.

12.2 Conflict of Interest. City shall comply with 2 CFR 200.112, and 24 CFR 570.611, and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of City from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of City and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or

who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

12.3 Lobbying and Disclosure Requirements. City certifies that no state or federally appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450 or the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, City shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12.4 Campaign Contribution Disclosure. City certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Cal. Gov. Code Section 84308) and has provided the appropriate disclosures to County.

13. DRUG-FREE WORKPLACE

13.1 Drug-free Workplace. City will maintain a drug free workplace and will comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and HUD’s implementing regulations at 24 CFR 2429.

14. ENVIRONMENTAL LAW COMPLIANCE

14.1 Lead Poisoning Prevention Act. City agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

14.2 Clean Air Act and Federal Water Pollution Control Act. Per 2 CFR Part 200 App. II(G) in carrying out this Agreement, City agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Federal Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended. Violations must be reported to the County, HUD, and the Regional Office of the EPA. City will include these

requirements in each subcontract exceeding \$150,000 that receives any federal funding.

14.3 National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) Compliance. City shall comply with all applicable standards, orders or regulations issued pursuant to NEPA (42 U.S.C. 4321 et seq.) and/or CEQA (Cal. Public Resources Code Sections 21000 et seq.).

14.4 Historic Preservation. City agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

14.5 Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), City shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

15. TERMINATION OF SERVICES AND REVERSION OF ASSETS

15.1 Termination of Contract and Reversion of Assets. It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. Such notice shall include the reasons for termination. (1) City may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount for cause, or if City fails to comply with the terms and conditions of an award, including: (a) failure of City to file required reports; (b) failure of City to meet project dates; (c) expenditure of funds under this Agreement for ineligible activities, services or items; or (d) failure to comply with written notice from County of substandard performance in scope of work under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) written warning to City by County including steps to bring project into compliance with time frame; (b) notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; and (c) written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, City shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

15.2 Insolvency. If the City becomes insolvent, all unused CDBG funds shall be returned to the County for disposition.

16. GENERAL TERMS AND CONDITIONS

16.1 Other program requirements. City agrees to carry out each activity in compliance with all federal laws and regulations described in subpart K of 24 CFR 570, except that City does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.

16.2 Assignment. Without written consent of County, this Agreement is not assignable by City, either in whole or in part.

16.3 Amendment. The County's Director of Planning and Community Development may amend, revise or supplement the Agreement by "Administrative Amendment" in order to maintain compliance with applicable laws and regulations upon written notice to the other parties. The Administrative Amendment shall be effective upon execution by the County's Director of Planning and Community Development and delivery to all parties. Amendments which modify the substantive terms of the Agreement shall be approved by the County's Director of Planning and Community Development and the City Manager of each of the Cities or his/her designee.

16.4 Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

16.5 Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

16.6 Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

16.7 Integration. This Agreement represents the entire understanding of County and City as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Sections 2.1, 16.3 or 16.4.

16.8 Notice. Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which City or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as follows:

To County: County of Stanislaus
Department of Planning and Community Development
Attention: Deputy Director of Community Development
1010 Tenth Street, Suite 3400
Modesto, CA 95354

To City: See Attachment 1 – Stanislaus Urban County Notice Information

16.9 Governing Law and Venue. This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

16.10 Authorization. City has authorized the undersigned person signing as officers on behalf of City, to enter into this Agreement on behalf of said City and to bind the same to this Agreement, and further that said City has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

16.11 Certification Regarding Economic Sanctions Pursuant to California State Executive Order N-6-22. (1) City and its subrecipients shall review their investments and contracts to ensure their compliance with economic sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions), and to take actions to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), not transferring technology to Russia or Russian entities, and by directly providing support to the government and people of Ukraine. (2) County shall terminate any contract with any individual or entity that is in violation of Executive Order N-6-22 or that is subject to economic sanctions therein and shall not enter a contract with any such individual or entity while the Order is in effect. (3) For contracts valued at \$5 million or more, City and its subrecipients shall provide a written report to the County regarding compliance with economic sanctions and steps taken in response to Russia’s action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect.

16.12 Debarment. City and its subrecipients shall represent and warrant, to the best of their knowledge and belief, that neither City, its subrecipients, nor any of their Principals (“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity) is presently debarred, suspended, proposed for debarment, voluntarily excluded, or involuntarily excluded from receiving a contract from any federal, state or local government or agency, nor has it been declared ineligible for the award of contracts by any federal, state, or local government or agency, nor does it appear on any federal, state or local government’s Excluded Parties List System. City and its subrecipients shall provide immediate written notice to County if at any time City and its subrecipients learns that this representation was erroneous when submitted or has become erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that City

and its subrecipients knowingly made a false representation, in addition to other remedies available to County, County may terminate this Agreement.


16.13 No Waiver. County's failure to act with respect to a breach by County does not waive its right to act with respect to subsequent or similar breaches. The failure of County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

16.14 Counterparts and Electronic Signatures. This Agreement may be signed in counterparts and shall bind each signatory to the Agreement. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement, or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

COUNTY OF STANISLAUS:

By: 
Jody Hayes (Mar 13, 2026 09:43:46 PDT)
Jody Hayes
Chief Executive Officer

03/13/2026

Dated

APPROVED AS TO CONTENT:
Angela Freitas, Director
Planning and Community Development Department

By: *Angela Freitas*
Angela Freitas (Mar 13, 2026 16:01:07 PDT)
Angela Freitas
Director

APPROVED AS TO FORM:
Thomas E. Boze
County Counsel

By: *Robert J. Taro*
Robert J. Taro
Assistant County Counsel

CITY OF CERES:

By: _____
Javier Lopez
Mayor

_____ Dated

ATTEST:

By: _____
Fallon Martin
City Clerk

APPROVED AS TO CONTENT:

By: _____
Douglas D. Dunford
City Manager

APPROVED AS TO FORM:

By: _____
Nubia Goldstein
City Attorney

CITY OF HUGHSON:

By: _____
George Carr
Mayor

_____ Dated

ATTEST:

By: _____
Dominique Romo
City Manager on behalf of City Clerk

APPROVED AS TO CONTENT:

By: _____
Dominique Romo
City Manager

APPROVED AS TO FORM:

By: _____
Andy J. Pinasco
City Attorney

CITY OF NEWMAN:

By: _____
Casey Graham
Mayor

_____ Dated

ATTEST:

By: _____
Mike Maier
City Clerk

APPROVED AS TO CONTENT:

By: _____
Michael E. Holland
City Manager

APPROVED AS TO FORM:

By: _____
Nubia Goldstein
City Attorney

CITY OF OAKDALE:

By: _____
Cherilyn Bairos
Mayor

_____ Dated

ATTEST:

By: _____
Patrick Mondragon
City Clerk

APPROVED AS TO CONTENT:

By: _____
Jerry Ramar
City Manager

APPROVED AS TO FORM:

By: _____
Tom Hallinan
City Attorney

CITY OF PATTERSON:

By: _____
Michael Clauzel
Mayor

_____ Dated

ATTEST:

By: _____
Aracely Alegre
City Clerk

APPROVED AS TO CONTENT:

By: _____
Fernando Ulloa
City Manager

APPROVED AS TO FORM:

By: _____
Nubia Goldstein
City Attorney

CITY OF RIVERBANK:

By: _____
Rachel Hernandez
Mayor

_____ Dated

ATTEST:

By: _____
Gabriela Hernandez
City Clerk

APPROVED AS TO CONTENT:

By: _____
Marisela H. Garcia
City Manager

APPROVED AS TO FORM:

By: _____
Tom Hallinan
City Attorney

CITY OF WATERFORD:

By: _____
Charlie Goeken
Mayor

_____ Dated

ATTEST:

By: _____
Patricia Krause
City Clerk

APPROVED AS TO CONTENT:

By: _____
Michael G. Pitcock
City Manager

APPROVED AS TO FORM:

By: _____
Corbett Browning
City Attorney

Attachment 1
Stanislaus Urban County Notice Information

City of Ceres
Department of Planning and Building
2220 Magnolia Street
Ceres, CA 95307

City of Hughson
Department of Community Development
P.O. Box 9
Hughson, CA 95326

City of Newman
Department of Community Development
P.O. Box 787
Newman, CA 95360

City of Oakdale
Department of Community Development
455 S. Fifth Street
Oakdale, CA 95361

City of Patterson
Department of Community Development
P.O. Box 667
Patterson, CA 95363

City of Riverbank
Department of Economic Development and Housing
6707 3rd Street
Riverbank, CA 95367

City of Waterford
City Manager's Office
P.O. Box 199
Waterford, CA 95386

Attachment 2

HUD CDBG Addenda

The following requirements are incorporated by reference into this Agreement. City agrees to comply with these requirements, as applicable to its use of CDBG funds. The Executive Orders and policy directives summarized in this Exhibit are currently being implemented by the U.S. Department of Housing and Urban Development (HUD) through guidance, notices, and related compliance measures. While an Executive Order may not yet be codified into federal regulation, HUD has directed grantees and subrecipients to comply with them.

Accordingly, as a condition of this Agreement, the City agrees to make every effort to work collaboratively with the County to address any issues that may arise as a result of these Executive Orders or related HUD directives, and to cooperate in identifying an agreeable and practicable method of achieving federal compliance. The City further agrees to adjust its practices, policies, or program implementation as reasonably required to ensure that the County, as the HUD grantee, remains in compliance with applicable federal requirements.

Addendum 1. Policy Requirements

If applicable:

- This Agreement shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008 or notice of funding opportunity requirements implementing Executive Orders that have been revoked.
- City must administer its program in accordance with immigration restrictions under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 U.S.C. 1601–1646), and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.
- City shall not use CDBG funds in a manner that subsidizes or promotes illegal immigration or that shields undocumented individuals from deportation.
- City must use the SAVE system or another federally approved verification system to ensure federal public benefits are not provided to ineligible aliens.
- Faith-based organizations may serve as subrecipients on the same basis as any other organization, and no applicant may be discriminated against on the basis of religious character, affiliation, or exercise.

Addendum 2. Program-Specific Requirements

- Environmental Review – City agrees to provide required documentation to the County for the County to comply with all environmental review requirements at 24 CFR Part 58.
- City shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport, or highway projects as well as utility projects that benefit or

serve the general public (including energy-, communication-, water-, and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. Law No. 107–118) shall be considered a public use for purposes of eminent domain.

- Violence Against Women Act Compliance – City must comply with the right to report crime and emergencies protections at 34 U.S.C. § 12495, ensuring protections for victims of domestic violence, dating violence, sexual assault, and stalking.

By signing the Agreement, City certifies compliance with the above Addenda, which are incorporated as material terms and conditions of this Agreement.

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RIVERBANK CITY COUNCIL / LRA BOARD

AGENDA ITEM NO. 9.4.

SECTION : CONSENT CALENDAR

Meeting Date:	4/14/2026
Subject:	Resolution Approving the Memorandum of Agreement for Implementation of the Pyrethroid Control Program; CASQA Group Membership & Our Water Our World (OWOW) Group Subscription with Stanislaus County – San Joaquin County Central Valley Agencies and Authorize the City Manager or Designee to Execute the Agreement on behalf of the City of Riverbank
From:	Marisela H. Garcia, City Manager
Submitted by:	Kathleen Cleek, Capital Projects/Regulatory Compliance Manager

RECOMMENDATION

It is recommended that the City Council approve the Memorandum of Agreement for Implementation of the Pyrethroid Control Program; CASQA Group Membership & OWOW Group Subscription with Stanislaus County – San Joaquin County Central Valley Agencies and Authorize the City Manager to Designate Kathleen Cleek, Capital Projects/Regulatory Compliance Manager to Execute the Agreement on behalf of the City of Riverbank.

SUMMARY

For several months the City of Riverbank, along with other Stanislaus & San Joaquin County agencies, have been working closely to help address compliance with State-mandated Pyrethroids Management Plan and Pesticide Basin Plan Amendments by implementing Best Management Practices (BMPs) to reduce pesticide runoff in stormwater. The City's Plan was completed and submitted to the State in 2021 and approved in 2022.

A Pyrethroid Management Plan is the framework used to guide the responsible use, application, and mitigation of pyrethroid pesticides to minimize their environmental impact. The Pyrethroids Management Plan framework was developed by Larry Walker Associates in collaboration with 20+ other agencies that are under the same Stormwater MS4 Phase II permit requirements. The partnership meets monthly and has an existing Cost-Share Agreement in place that allows for collaboration on finding the most cost-effective ways to comply with all the programs and requirements of the State while also providing consistency with stormwater program standards, and policies among local jurisdictions, as well as the ability to bring professional consulting services for more complex tasks and increase efficiency on a regional basis.

The Pyrethroids Management Plan is composed of various management practices and activities that include 1. Education & Outreach (Residential/Businesses, Point of Purchase, Pest Control/Landscape Professionals, and Landscape & Irrigation Practices); 2. Pesticide Pollution Prevention; and 3. Progress Reports and Adaptive Management.

The City has been able to comply with the mandates and continues to implement the Pyrethroids

Management Plan requirements. The City, along with the partnership, has come up with ways to leverage resources and collaboratively develop programs that are effective and save on costs. Among these efforts include paying for memberships and subscriptions and contracting a stormwater consultant to manage all outreach/education materials that are needed for each agency.

Over the past three to four years, the efforts have been successful, and the group will form the “Stanislaus County – San Joaquin County Regionwide Program.” The City of Riverbank has seen the benefits grow over the years, and staff is ready to bring forward this item that will formalize the group and describe the efforts through the attached Memorandum Agreement.

It is recommended that the City Council review this item and approve the Memorandum of Agreement for Implementation of the Pyrethroid Control Program, so the City can continue working with this collaborative group to meet our stormwater requirements. The effective date of this agreement is retroactive to April 1, 2026 and will be ongoing.

STRATEGIC PLAN

Meets the Core Value of Collaboration and Innovation.

BACKGROUND

FINANCIAL IMPACT

The total cost for the CASQA (California Stormwater Quality Association) Group Membership is \$41,250 and the Subscription annual costs to Our Water our World (OWOW) is \$9,375 for 2026. Both the CASQA membership and OWOW subscription are required to be able to access proprietary resources (in-store educational materials, less-toxic products lists, label files used in Outreach and Education program efforts).

The costs for each participating agency are based on the population. The City’s population used is 24,865. Therefore, the City’s share cost breakdown is as follows:

CASQA Group Membership \$3,894
OWOW Subscription \$843
Grand Total = \$4,737 (Partnership saving the City over 50%).

The annual costs associated with this item are allocated and approved as part of the City’s annual budget under Stormwater Fund 101-413.

ATTACHMENTS

1. Resolution
2. Stanislaus County - San Joaquin County Memorandum of Agreement

CITY OF RIVERBANK

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK
APPROVING THE STANISLAUS COUNTY – SAN JOAQUIN COUNTY CENTRAL
VALLEY AGENCIES MEMORANDUM OF AGREEMENT FOR IMPLEMENTATION OF
THE PYRETHROID CONTROL PROGRAM & AUTHORIZE THE CITY MANAGER OR
HER DESIGNEE TO EXECUTE THE AGREEMENT**

WHEREAS, the City of Riverbank has worked with agencies across the Stanislaus County and San Joaquin County Central Valley to help address compliance with state-mandated Pyrethroids Management Plan and Pesticide Basin Plan Amendments; and

WHEREAS, the City of Riverbank has established a working partnership with various agencies to develop the Pyrethroids Management Plan framework that will help with the implementation of Best Management Practices (BMPs) to reduce pesticide runoff in stormwater; and

WHEREAS, the City of Riverbank completed the Pyrethroids Management Plan in 2021 and the Plan was approved by the State Water Resources Control Board in 2022; and

WHEREAS, the City of Riverbank along with the participating agencies is collaboration on these efforts as a cost-effective strategy to comply with program and state requirements; and

WHEREAS, the City of Riverbank is seeking approval from the City Council to enter into a formal Memorandum Agreement that would allow for a regional approach. The partnership would work closely to leverage resources and collaboratively develop programs that are effective, save on costs and provide resources and consistency across the central valley; and

WHEREAS, the Memorandum of Agreement would be effective as of April 1, 2026 and costs would be paid for utilizing population-based cost distribution methodology; and

NOW, THEREFORE, BE IT RESOLVED, in consideration of the terms and conditions identified in the Memorandum of Agreement, the City Council of the City of Riverbank hereby approves the said Agreement as presented in Attachment and authorizes the City Manager or her Designee to execute the agreement.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 14th day of April 2026; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:
NAYS:
ABSENT:
ABSTAIN:

ATTEST:

Gabriela Hernandez, CMC
City Clerk

APPROVED:

Rachel Hernandez
Mayor

Attachment: Stanislaus County – San Joaquin County Memorandum of Agreement for Implementation of the Pyrethroid Control Program: CASQA Group Membership and OWOW Group Subscription

**STANISLAUS COUNTY – SAN JOAQUIN COUNTY
MEMORANDUM OF AGREEMENT
FOR
IMPLEMENTATION OF THE PYRETHROID CONTROL PROGRAM:
CASQA GROUP MEMBERSHIP AND OWOW GROUP SUBSCRIPTION**

**Stanislaus County – San Joaquin County Memorandum of Agreement for the
Implementation of the Pyrethroid Control Program
is by and between the Agencies Named Below**

This Memorandum of Agreement (“MoA” or “Agreement”) is jointly entered into by the cities of Ceres, Lodi, Manteca, Modesto, Newman, Patterson, Riverbank, Stockton, Tracy, and Turlock; the community of Mountain House, and the County of San Joaquin and Stanislaus County (collectively referred to as “parties”; sometimes individually referred to herein as “permittee” or “agency” or “group”). It is dated as April 1, 2026.

Recitals

A. On June 8, 2017, the Central Valley Regional Water Quality Control Board (Regional Water Board) adopted Resolution R5-2017-0057, the Basin Plan Amendment (BPA) for the Control of Pyrethroid Pesticide Discharges. The BPA was subsequently approved by the State Water Resources Control Board (State Water Board) on July 10, 2018, and the Office of Administrative Law (OAL) on February 19, 2019. With these approvals, the BPA became effective. All municipal stormwater permittees (Phase I and Phase II) are subject to the conditional prohibition.

B. The BPA established a Pyrethroids Control Program that includes a variety of actions including, but not limited to, the development of a Pyrethroid Management Program (PMP).

C. In 2020, a Central Valley regional group of about 20 agencies was formed to leverage resources and collaboratively develop both a baseline PMP template for use by the parties in developing their own PMPs as well as several outreach materials and tools that would assist the parties in implementing the PMPs.

D. The PMPs included a set of management practices that, taken as a whole, may reasonably be expected to effectively reduce pyrethroid levels in municipal stormwater discharges. The PMP includes a series of required activities including, but not limited to, the need to have point-of-purchase outreach, which is described as...*Make available point-of-purchase outreach materials to pesticide retailer(s) in or near the Permittee’s jurisdiction. These materials shall provide targeted information on proper pesticide use and disposal, potential adverse impacts on water quality, and less toxic methods of pest prevention and control*¹.

E. The primary point-of-purchase program that is being used by the parties for this outreach is Our Water – Our World (OWOW). OWOW is a statewide California Stormwater Quality Association (CASQA) program specifically designed to address water quality impacts of urban use pesticides and has an OWOW IPM Advocate who provides outreach at local store(s). The IPM Advocate is responsible for setting up and maintaining in-store racks containing OWOW outreach materials. These materials and literature provide customers with information

¹ Attachment 1, Resolution R5-2017-0057, page 16

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regarding the potentially adverse impacts of pesticides on water quality, proper pesticide use and disposal, and less toxic methods of pest control.

F. In order to participate in OWOW the parties must have a) a current CASQA membership, b) a valid CASQA OWOW subscription, and c) a valid contract with an OWOW IPM Advocate to assist with the implementation of the point-of-purchase program within each of the jurisdictions.

G. In 2024, the Central Valley regional group (22 agencies) joined together to purchase a CASQA Areawide MS4 membership as well as an OWOW group subscription. Joining together in this manner allowed the regional group to leverage their resources (and achieve cost savings) while meeting their regulatory requirements.

H. Effective January 1, 2026, CASQA restructured their membership dues and redefined what constitutes an Areawide MS4 membership. The changes included, but were not limited to, a requirement that the agencies purchasing an Areawide membership were located within the same County or within two adjacent counties and that there be a legally established cost-sharing agreement amongst all entities that are a part of the membership.

I. The parties within this MoA are located within two adjacent counties and have the ability to leverage their resources and continue as an Areawide MS4 “group” so that they can cost effectively purchase a CASQA group membership as well as a OWOW group subscription to assist in meeting their regulatory requirements.

J. The purpose of the MoA is to formally document the roles and responsibilities of each of the parties within the Stanislaus County – San Joaquin County group. The MoA does not, in and of itself, commit any agency financially to the implementation of the Pyrethroid Control Program. Each agency will need to continue to contract directly and individually with the Group Lead (Larry Walker Associates or LWA) to complete the work required.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Group Activities Delineation.

Group Lead - LWA

LWA will function as the Group Lead and be responsible for the following:

- Maintaining the CASQA Group Membership and OWOW Group Subscription list (for each agency - primary and secondary contact names, emails, phone numbers) in an Excel or other format
- Responding to questions from CASQA and the parties, as needed
- Renewing the CASQA Group Membership and OWOW Group Subscription on an annual basis (April of every year)
- Participating in the CASQA quarterly OWOW calls/meetings and providing a summary of key topics and action items to the group
- Coordinating and placing the group bulk OWOW Order each year with CASQA (typically December/January) and following up as needed to ensure that the materials are delivered

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- Coordinating and communicating with the Group as needed
- Contracting with and invoicing each agency (twice per fiscal year)

Group - Parties

- Respond to information requests from the Group Lead including information such as voting members, bulk orders, etc. in a timely manner.
- Enter into a contract with LWA each fiscal year for the services conducted as Group Lead on behalf of each entity.

B. Termination.

This Agreement will remain in place until formally amended or repealed by the parties.

Should an individual Permittee want to terminate its obligations under this Agreement, the following conditions must be met:

1. The Permittee shall provide written notice to the Group Lead of its intention to terminate its participation in the Agreement no later than 30 days before 5:00 PM June 30 prior to the commencement of the following fiscal year of which it is seeking to terminate its obligations (July 1 – June 30).
2. The Permittee shall be committed to fulfill all of its financial obligations outlined in this Agreement to the end of the current fiscal year (June 30).
3. The Permittee shall fulfill all of its individual obligations for projects, studies, and other programs and activities undertaken on behalf of Group through the duration of any such studies, programs, and activities.

If an individual Permittee opts to terminate its obligations under this Agreement consistent with the terms above, the remaining parties will be provided 30 days to determine if they would like to continue to participate in the Agreement.

C. Participation and Program Costs

1. It is acknowledged that each of the parties will pay the Group Lead through individual, agency-specific contracts and that the Group Lead will submit payment to CASQA on behalf of the group as a whole to satisfy the annual membership and OWOW subscription requirements.
2. It is acknowledged that the Regular Areawide MS4 [CASQA membership dues](#) and the group OWOW subscription are based on the total group population size and/or the type of permit (Phase I or Phase II).
3. It is acknowledged that CASQA operates on a Calendar year, though the language below will utilize fiscal year arrangements due to most, if not all, permittees operating on fiscal year schedules and billing cycles.

4. The Agreement will begin April 2026 and remain in place until formally amended or repealed by the parties.
5. All CASQA group membership, OWOW group subscription, and LWA Group Lead costs shall be allocated amongst the permittees. The OWOW Orders and any jurisdiction specific assistance shall be allocated directly to the applicable Permittees.

D. Indemnity

Each party to this Agreement agrees to protect, indemnify and hold harmless the other parties and their officers, officials, employees and volunteers from and against all claims, demands and causes of action by third parties on account of personal injuries or death or on account of property damages to the extent arising out of the work to be performed under this Agreement and resulting from the negligent act or omission of the party, its contractors, agents, employees, or subcontractors.

E. Attorney's Fees; Venue; Governing Law

If any party commences any legal action against another party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

F. Modification

This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

G. Severability

If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

H. Integrated Agreement

This is an integrated Agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole. It may be executed in counterparts.

(SIGNATURES ON FOLLOWING PAGES)

CITY OF CERES

Dated: _____

By: Samir Royal

Its: Public Works Director

APPROVED AS TO FORM:

By: _____

Legal Counsel

Stanislaus County – San Joaquin County MoA for the Pyrethroid Control Program

CITY OF LODI

Dated: _____

By: Sean Nathan

Its: Interim Public Works Director

APPROVED AS TO FORM:

By: Katie Lucchesi

City Attorney

CITY OF MANTECA

Dated: _____

By: George Montross

Its: Director of Utilities

APPROVED AS TO FORM:

By: Kousha McKeenejad

Deputy City Attorney

CITY OF MODESTO

Dated: _____

By: Angie Smigleski

Its: Environmental Regulatory Compliance Superintendent

APPROVED AS TO FORM:

By: _____

Legal Counsel

CITY OF MOUNTAIN HOUSE

Dated: _____

By: Steven J. Pinkerton

Its: City Manager

APPROVED AS TO FORM:

By: _____

Legal Counsel

CITY OF NEWMAN

Dated: _____

By: Thomas Spankowski
Its: Public Works Director

APPROVED AS TO FORM:

By: _____

Legal Counsel

CITY OF PATTERSON

Dated: _____

By: Sonia Delgado
Its: Interim Public Works Director

APPROVED AS TO FORM:

By: _____

Legal Counsel

CITY OF RIVERBANK

Dated: _____

By: Kathleen Cleek
Its: Capital Projects/Regulatory Compliance Manager

APPROVED AS TO FORM:

By: _____
Legal Counsel

COUNTY OF SAN JOAQUIN

Dated: _____

By: XXX

Its: XXX

APPROVED AS TO FORM:

By: _____

Legal Counsel

COUNTY OF STANISLAUS

Dated: _____

By: Vito Chiesa

Its: Chairman, Board of Supervisors

APPROVED AS TO FORM:

By: _____

Legal Counsel

CITY OF STOCKTON

Dated: _____

By: Johnny Ford

Its: City Manager

APPROVED AS TO FORM:

By: _____

Legal Counsel

CITY OF TRACY

Dated: _____

By: Anush Nejad

Its: Public Works Director

APPROVED AS TO FORM:

By: _____

Legal Counsel

CITY OF TURLOCK

Dated: _____

By: Christopher Fisher

Its: Municipal Services Department Director

APPROVED AS TO FORM:

By: _____

Legal Counsel

RIVERBANK CITY COUNCIL / LRA BOARD

AGENDA ITEM NO. 9.5.

SECTION : CONSENT CALENDAR

Meeting Date:	4/14/2026
Subject:	Resolution Adopting a List of Projects for Fiscal Year 2026-2027 Funded by SB 1: The Road Repair and Accountability Act of 2017
From:	Marisela H. Garcia, City Manager
Submitted by:	Kathleen Cleek, Capital Projects/Regulatory Compliance Manager

RECOMMENDATION

It is recommended that the City Council approve a Resolution adopting a list of projects for Fiscal Year 2026-2027 funded by SB 1: The Road Repair and Accountability Act of 2017.

SUMMARY

On April 28, 2017, Governor Brown signed Senate Bill (SB) 1, which is known as the Road Repair and Accountability Act of 2017. The primary focus of the Bill is to address basic road maintenance, rehabilitation, and critical safety needs on both the state highways and local streets and roads system. Prior to receiving new Fiscal Year apportionments of Road Maintenance and Rehabilitation Account (RMRA) funds from the California State Controller, the city must adopt a list of projects proposed to be funded with these funds by resolution and submitted to the State by July 1 of each year.

The City is projected to receive \$732,047 in RMRA funding for Fiscal Year 2026-2027 from SB 1. The City's approximate balance at the end of Fiscal Year 2025-2026 will be \$92,571. The total amount the City will have available for projects is \$824,618.

For Fiscal Year 2026-2027 the projects the City has scheduled for this year are as follows:

1. Panorama Road & Lynch Road Overlay and Storm Drain Improvements

Estimated Project Schedule Start 5/2026 and Complete 7/2027
Estimated Cost \$550,000

2. Patch Truck

Estimated Cost of Equipment - \$200,000 – Purchase 7/2026

3. Crosswalk Lighting Improvements – Various Locations

Estimated Project Cost - \$10,000

4. Bike Lane Striping Throughout City – Various Locations

Estimated Project Cost - \$64,678

STRATEGIC PLAN

Recommendation for approval of the Fiscal Year 2026-2027 list of roads to be maintained is in line with the 2025-2030 City Council Strategic Plan Goal to improve Infrastructure by evaluating aging infrastructure to rehabilitate and Support Public Safety by improving intersections for safety and installing lighting and traffic control measures at key locations

BACKGROUND

FINANCIAL IMPACT

SB-1 Streets & Roads funded projects totaling approximately \$732,047.

The RMRA funds do require a Maintenance of Effort (MOE) from the City based on General Fund spending for street, road and highway purposes. City staff is continuing to work with the State to comply with the MOE requirements.

ATTACHMENTS

1. Resolution
2. City of Riverbank 2026-27 SB-1 Project List

CITY OF RIVERBANK

RESOLUTION 2026-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2026-2027
FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

**THE CITY OF RIVERBANK CITY COUNCIL (HEREAFTER REFERRED TO AS
THE “CITY COUNCIL”) DOES HEREBY RESOLVE THAT:**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Riverbank are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Riverbank must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project’s completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Riverbank, will receive an estimated \$732,047 in RMRA funding in Fiscal Year 2026-2027 from SB 1; and

WHEREAS, this is the 6th year in which the City of Riverbank is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community’s transportation priorities/the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City rehabilitate two roads and improve storm drain issues at two locations this year and continue to crack seal and slurry seal roads into the future; and

WHEREAS, the 2021 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in good condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into excellent condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND that the City Council of the City of Riverbank, State of California, hereby orders and declares as follows:

1. The foregoing recitals are true and correct.
2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2026-2027 Road Maintenance and Rehabilitation Account revenues:

Panorama Road & Lynch Road Overlay and Storm Drain Improvements – FY 2026-2027 Funds \$550,000, Start FY 2026, Complete FY 2027, Estimated Useful Life Minimum 15 Years, Estimated Useful Life Maximum 20 Years.

Equipment Purchase – Patch Truck – FY 2026-2027 Funds \$200,000, Start FY 2026, Complete FY 2026, Estimated Useful Life Minimum 7 Years, Estimated Useful Life Maximum 10 Years.

Crosswalk Lighting Improvements – FY 2026-2027 Funds \$10,000, Start FY 2026, Complete FY 2027, Estimated Useful Life Minimum 7 Years, Estimated Useful Life Maximum 10 Years.

Bike Lane Striping Improvements – FY 2026-2027 Funds \$64,678, Start FY 2026, Complete FY 2027, Estimated Useful Life Minimum 7 Years, Estimated Useful Life Maximum 10 Years.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 14th day of April 2026; motioned by Councilmember District _____, seconded by Councilmember District _____, and upon roll call was carried by the following City Council vote of _____.

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Gabriela Hernandez,CMC
City Clerk

Rachel Hernandez
Mayor

Attachment: Exhibit A – City of Riverbank SB-1 Project List FY 2026/2027 Funding

Exhibit "A" City of Riverbank SB-1 Project List FY 2026/2027 Funding

Type	Projects	Description	Budget	Started	Completed	Estimated Useful Life Minimum	Estimated Useful Life Maximum
Local Streets and Roads							
Overlay & Storm Improvements	Panorama & Lynch Road Overlay	Overlay Panorama & Lynch Road & Improve Storm Drain System - Current PCI is at 50	\$550,000	FY2026	FY2027	15 Years	20 Years
Equipment	Patch Truck	Patch Truck will be used to repair pot holes	\$200,000	FY2026	FY2026	7 Years	10 Years
Crosswalk Lighting Improvements	Crosswalk Lighting Improvements	Improve lighting at various Crosswalks	\$10,000	FY2026	FY2027	7 Years	10 Years
Bike Lane Striping	Bike Lane Striping	Improve bike lane striping throughout City	\$64,678	FY2026	FY2027	7 Years	10 Years

RIVERBANK CITY COUNCIL / LRA BOARD

AGENDA ITEM NO. 9.6.

SECTION : CONSENT CALENDAR

Meeting Date:	4/14/2026
Subject:	Resolution to Award Contract for Jacob Myers Park Food Vendors to Ice Ice Baby Ice Cream
From:	Marisela H. Garcia, City Manager
Submitted by:	Michael Patton, Director of Parks & Recreation

RECOMMENDATION

It is recommended that the City Council consider awarding a contract to Ice Ice Baby Ice Cream to sell food items and products at Jacob Myers Park for the 2026 season.

SUMMARY

The City of Riverbank Parks and Recreation Department is seeking to provide responsible and qualified vendors to sell food products at Jacob Myers Park for the 2026 season. Doing so would add value to the park by providing a feature that park users can enjoy and generate additional revenue through charging rent and receiving a portion of the vendor's gross revenue.

STRATEGIC PLAN

According to the City of Riverbank Parks and Recreation Master Plan approved by City Council, to fund the goals, objectives, and priorities outlined throughout, the City should create partnerships with "government entities, public agencies, or private businesses. Partners jointly develop revenue-producing park and recreation facilities and share risk, operational costs, responsibilities, and asset management based on the strength of each partner." Receiving additional revenue would aid in offsetting the operational costs at Jacob Myers Park.

BACKGROUND

On January 12, 2026, the Riverbank Parks and Recreation Department published a request for proposals calling for responsible and qualified vendors to provide food services at Jacob Myers Park during the operational months of April through September. The purposes of doing this are to:

- Limit the total number of food vendors that sell items at the park without permission. In previous years, the park would see multiple vendors capitalize on the popularity and usage of the park. These vendors would take up parking spaces designated for park users and operate in unsafe areas of the park such as fire lanes. This also allows the city to ensure that insured vendors with all of their permits and approvals are on the premises to sell.
- Generate additional revenue for the park. In providing this service and limiting the number of vendors, the city is seeking to charge a monthly flat rate rent to be able to park their operations in the park. The City will also be charging a percentage of the vendor's total revenue. These charges are to support the operations of the park.

- Create additional value in the park. Providing an approved vendor to sell food products creates an additional amenity for park users to enjoy during their visit. It also creates a sense of trust from park users that the business has been approved by the city, county, and local health departments to be able to sell edible products.

With the release of the request for proposals, the city hosted a site visit with all interested vendors on February 4th, 2026 to show the park, locations of vendor set up, and address any questions that interested vendors may have. The Parks and Recreation Department accepted proposals until March 4, 2026, at 5:00 PM. The Parks and Recreation Director and staff reviewed proposals based on how each proposal fully met the requirements outlined in the RFP, including obtaining the necessary permits and licenses, providing insurance, a copy of the of their application with a listed menu, etc. After review, the proposals were presented to the Parks and Recreation Advisory Committee for review and a recommendation on March 18th, 2026. The Parks and Recreation Advisory Committee motioned (4-0) to recommend Ice Ice Baby Ice Cream to be the selected food vendor for Jacob Myers Park. The contract has been agreed upon between the vendor and the department. The contract is available to the City Council for approval.

FINANCIAL IMPACT

The approval of the contract for Ice Ice Baby Ice Cream will generate revenue for Jacob Myers Park. The terms of the contract are \$200.00 per month to be paid to the City of Riverbank for a flat rate rent. The party also agreed upon 5% of the vendor's gross revenue to be paid to the City by the first day of each month. The terms of this contract are from May 2026 to September 2026.

ATTACHMENTS

1. CC Resolution
2. Ice Ice Baby Ice Cream Proposed Contract

CITY OF RIVERBANK

RESOLUTION 2026-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA AWARDING ICE ICE BABY ICE CREAM CONTRACT TO BECOME
THE SELECTED FOOD VENDOR AT JACOB MYERS PARK FOR THE 2026 PARK
SEASON**

**THE CITY OF RIVERBANK CITY COUNCIL (HEREAFTER REFERRED TO AS
THE "CITY COUNCIL") DOES HEREBY RESOLVE THAT:**

WHEREAS, Jacob Myers Park is a cherished recreational area for the city of Riverbank, providing a space for community gatherings, outdoor activities, and leisure; and

WHEREAS, the City Council of Riverbank is committed to enhancing the park experience for residents and visitors by offering a diverse selection of high-quality food options; and

WHEREAS, after careful consideration and evaluation of various proposals, the City Council has determined that Ice Ice Baby Ice Cream demonstrates the capacity to deliver exceptional food services that align with the standards and expectations of Jacob Myers Park patrons; and

WHEREAS, it is in the best interest of the community to establish a partnership with a reputable and capable food vendor to operate within Jacob Myers Park during the 2026 park season.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Riverbank hereby awards a contract to Ice Ice Baby Ice Cream to become the approved food vendor at Jacob Myers Park for the 2026 park season, subject to the terms and conditions outlined in the agreements, herein attached, between the City and the respective vendor; and

BE IT FURTHER RESOLVED, that the City Council authorizes the necessary actions to finalize the contractual arrangements and facilitate a smooth transition for Ice Ice Baby Ice Cream to commence operations within Jacob Myers Park by May 1, 2026.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the ___ day of _____, 2026; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of _____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Gabriela Hernandez,CMC
City Clerk

Rachel Hernandez
Mayor

Attachments: **1. Contract Agreement between the City of Riverbank & Ice
Ice Baby Ice Cream**

Contract Agreement between the City of Riverbank and Ice Ice Baby Ice Cream

This Agreement is entered into on April 14, 2026 between the City of Riverbank, hereinafter referred to as the "City," and Ice Ice Baby Ice Cream, hereinafter referred to as the "Vendor."

Purpose of Agreement

The City agrees to grant the Vendor the right to sell food products at Jacob Myers Park for the 2026 park season, commencing on May 1st and concluding on September 30th.

Payment Terms

The Vendor shall pay the City a monthly rent of \$200.00 for the usage of the designated area at Jacob Myers Park.

In addition to the rent, the Vendor shall pay the City 5% of all sales revenue generated from the sale of items at Jacob Myers Park.

Payments shall be made on the first day of each month throughout the park season.

Compliance with Request for Proposals

The Vendor agrees to abide by all terms and conditions outlined in the request for proposals (RFP) attached to this contract.

Operating Hours

The Vendor agrees to be onsite during park hours on Fridays, Saturdays, Sundays, and holidays throughout the park season. Should the Vendor elect to sell products on different days, they are subject to the same terms and conditions as outlined herein.

Regulatory Compliance

The Vendor shall possess and maintain a valid California Food Handler's Permit throughout the duration of the park season.

The Vendor shall obtain and keep up-to-date all necessary permits and licenses required by the State of California and the San Joaquin County Health Department.

The Vendor shall maintain liability insurance in the amount of \$2,000,000, with the City of Riverbank listed as an additional insured.

Termination

Either party may terminate this Agreement with written notice to the other party if there is a material breach of any provision herein. In the event of termination, the Vendor shall vacate Jacob Myers Park within a reasonable time frame as determined by the City.

Governing Law

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

Maintenance and Cleanliness

The Vendor agrees to maintain the designated area in Jacob Myers Park in a clean and sanitary condition at all times during operating hours.

The Vendor shall be responsible for the removal and proper disposal of all waste generated from their operations.

Product Standards and Quality

The Vendor agrees to sell only food products that meet all applicable health and safety standards set forth by the State of California, the San Joaquin County Health Department, and proposed in the proposal to the City. Any additional items that the Vendor wants to sell will need written approval from the City prior to selling said items.

The Vendor shall ensure that all food products sold are fresh, safe for consumption, and of satisfactory quality.

Compliance with Laws and Regulations

The Vendor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the sale of food products at Jacob Myers Park.

The Vendor shall promptly provide proof of compliance with any requested documentation or inspection by relevant authorities.

Worker's Compensation

If the Vendor has employees, the Vendor shall provide and maintain a valid Worker's Compensation Insurance policy as required by the State of California. Proof of Worker's Compensation Insurance shall be submitted to the City prior to the commencement of operations at Jacob Myers Park.

Advertising and Promotion

The Vendor agrees to promote their presence and offerings at Jacob Myers Park through appropriate means, subject to the approval of the City.

The City reserves the right to include the Vendor's information in its promotional materials related to Jacob Myers Park.

Dispute Resolution

In the event of any disputes arising under this Agreement, both parties agree to first attempt to resolve the matter amicably through good faith negotiations. If a resolution cannot be reached, either party may pursue appropriate legal remedies available under the laws of the State of California.

Assignment and Subletting

The Vendor shall not assign, sublicense, or otherwise transfer its rights or obligations under this Agreement to any third party without the prior written consent of the City.

Force Majeure

Neither party shall be held liable or responsible for any delay or failure to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, or government regulations.

Entire Agreement

This Agreement constitutes the entire understanding between the parties concerning the subject matter herein and supersedes all prior agreements, whether written or oral, relating thereto.

Modifications

No modification or amendment to this Agreement shall be valid unless made in writing and signed by both parties.

Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

Indemnification

The Vendor agrees to indemnify, defend, and hold harmless the City of Riverbank, its officers, agents, and employees, from and against any and all claims, suits, losses, damages, liabilities, costs, and expenses, including reasonable attorney fees, arising out of or resulting from the Vendor's activities at Jacob Myers Park.

Waiver

The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision herein.

In witness whereof, the parties hereto have executed this Agreement as of the date first above written.

City of Riverbank

Ice Ice Baby

Signature

Signature

Printed Name

Printed Name

Date

Date

RIVERBANK CITY COUNCIL / LRA BOARD

AGENDA ITEM NO. 10.1.

SECTION : NEW BUSINESS

Meeting Date:	4/14/2026
Subject:	Resolution Ratifying the Stanislaus Consolidated Fire Protection District Ordinance No. 2026-16, adopted on February 11, 2026, as required under Health and Safety Code section 13869.7
From:	Marisela H. Garcia, City Manager
Submitted by:	Joshua Mann, Director of Community Development

RECOMMENDATION

That the City Council adopt a Resolution ratifying Stanislaus Consolidated Fire Protection District Ordinance No. 2026-16 adopting the 2025 California Fire Code with local amendments to be applicable within the City of Riverbank, find the action exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15321 and the Common Sense Exemption under Section 15061(b)(3), and direct staff to take all actions necessary to implement the City Council's action.

SUMMARY

Stanislaus Consolidated Fire Protection District provides fire protection and fire code enforcement services within the City of Riverbank. In that capacity, the Fire District adopted Ordinance No. 2026-16 adopting the 2025 California Fire Code together with local amendments tailored to local climatic, geological, and topographical conditions within its jurisdiction.

The ordinance includes administrative provisions and amendments addressing matters such as fire access, hydrants, premises identification, fire protection systems, hazardous materials, vegetation abatement, fireworks and enforcement. These provisions are intended to support consistent fire prevention standards, plan review, inspections, permit administration and enforcement throughout the Fire District's service area, including within the City of Riverbank.

The City's action is not to separately adopt the fire code text by ordinance. Instead, the proposed action is adoption of a City Resolution ratifying the Fire District's ordinance as adopted by the District Board. Ratification by the City Council is required for the ordinance to become effective within the City and provides a clear local record supporting administration and enforcement of the updated fire code regulations within Riverbank.

Ratification of the Fire District ordinance helps maintain consistency between the fire and life safety standards enforced by the Fire District and the City's local regulatory framework. It also supports continued coordination between the City and the Fire District regarding fire code plan review, inspections, operational permits, and enforcement activities within Riverbank.

ENVIRONMENTAL REVIEW

The proposed action is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15321 relating to actions by regulatory agencies for the adoption of ordinances and regulations to implement state law. In addition, the action is exempt under CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that ratification of the Fire District ordinance will not result in a direct or reasonably foreseeable physical change in the environment.

STRATEGIC PLAN

This item is consistent with the City's Strategic Plan goals related to public safety, effective governance, and delivery of high-quality municipal services. Ratification of the Stanislaus Consolidated Fire Protection District's 2025 California Fire Code ordinance helps ensure that fire prevention and life safety regulations applicable within Riverbank remain current, locally responsive, and aligned with State law. This action also supports coordinated service delivery between the City and the Fire District by providing a clear and consistent regulatory framework for fire code plan review, inspections, permit administration and enforcement within the City.

BACKGROUND

The purpose of this item is for the City Council to consider adoption of a Resolution ratifying Stanislaus Consolidated Fire Protection District Ordinance No. 2026-16. The Fire District adopted the ordinance to adopt the 2025 California Fire Code together with local amendments applicable within the District's service area, including the City of Riverbank. Adoption of the proposed Resolution will formally ratify the Fire District's ordinance for application within the City and help ensure that fire prevention and life safety regulations enforced in Riverbank remain current and consistent with State law and the Fire District's adopted standards.

FINANCIAL IMPACT

There is no immediate fiscal impact to the City's General Fund beyond normal staff time associated with coordination and implementation. Fire code administration, permit processing, inspections, and enforcement will continue to be carried out by Stanislaus Consolidated Fire Protection District in accordance with its adopted ordinance, fee schedule, and applicable service authority.

ATTACHMENTS

1. CC Reso. No. 2026-XXX
2. SCFPD Ordinance 2026-16

CITY OF RIVERBANK

RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK RATIFYING STANISLAUS CONSOLIDATED FIRE PROTECTION DISTRICT ORDINANCE NO. 2026-16 ADOPTING THE 2025 CALIFORNIA FIRE CODE AND PROVIDING MODIFICATIONS THERETO

THE CITY OF RIVERBANK CITY COUNCIL (HEREAFTER REFERRED TO AS THE “CITY COUNCIL”) DOES HEREBY RESOLVE THAT:

WHEREAS, on February 11, 2026, the Board of Directors of the Stanislaus Consolidated Fire Protection District enacted Ordinance No. 2026-16 adopting the 2025 California Fire Code and providing modifications thereto, prescribing regulations governing conditions hazardous to life and property from fire and explosion, providing for the issuance of permits and collection of fees, and establishing regulations for fire prevention and protection within the District’s jurisdiction, including the City of Riverbank; and:

WHEREAS, Stanislaus Consolidated Fire Protection District Ordinance No. 2026-16 includes the express findings required by State law in support of local amendments to the California Fire Code based upon local climatic, geological and topographical conditions; and

WHEREAS, Health and Safety Code section 13869.7 requires the City Council to ratify the action of the fire protection district in order for the fire code regulations adopted by the District to become effective within the City of Riverbank; and

WHEREAS, following ratification by the City Council, a copy of this Resolution and the ratified ordinance shall be filed with the California Department of Housing and Community Development as required by State law.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Riverbank as follows:

1. The City Council hereby ratifies Stanislaus Consolidated Fire Protection District Ordinance No. 2026-16 adopting the 2025 California Fire Code and providing modifications thereto, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference.
2. The City Council hereby ratifies the express findings contained in Stanislaus Consolidated Fire Protection District Ordinance No. 2026-16 in support of the local amendments to the 2025 California Fire Code, as required by State law.

3. The City Council hereby directs City staff to transmit a copy of this Resolution, together with the attached exhibit, to the California Department of Housing and Community Development.
4. This Resolution shall take effect immediately upon its adoption

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 14th day of April, 2026; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of ____:____.

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Gabriela Hernandez, CMC
City Clerk

Rachel Hernandez
Mayor

Attachments:

Exhibit A – Stanislaus Consolidated Fire Protection District Ordinance No. 2026-16

STANISLAUS CONSOLIDATED FIRE PROTECTION DISTRICT
ORDINANCE NO. 2026-16
ORDINANCE FOR ADOPTION OF THE 2025 CALIFORNIA FIRE CODE
AND PROVIDING THE MODIFICATION THEREOF

An ordinance of the Stanislaus Consolidated Fire Protection District adopting the 2025 edition of the California Fire Code, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in the Stanislaus Consolidated Fire Protection District; providing for the issuance of permits and collection of fees therefore; repealing Ordinance No. 13 of the Stanislaus Consolidated Fire Protection District and all other ordinances and parts of the ordinances in conflict therewith.

Findings and Adoption of the 2025 California Fire Code

The Board of Directors of the Stanislaus Consolidated Fire Protection District does ordain as follows:

1. That the International Code Council is a private organization, which has been in existence for at least Fifteen (15) years.
2. That the California Fire Code, 2025 Edition, and 2025 California Fire Code Standards, published by said organization, are nationally recognized compilations of proposed rules, regulations, and standards of said organization;
3. That said 2025 California Fire Code and Fire Code Standards have been printed and published as a code in book form within the meaning of Section 50022.2 et seq., of the Government Code;
4. That one (1) copy of the 2025 California Fire Code and one (1) copy of the International Fire Code Standards, certified by the Clerk to be true copies, have been adopted by reference Appendix Chapter 4, and Appendices B, BB, C, CC, D, E, F, G, H, I, N and P with errata, have been filed for use and examination by the public in the office of the Clerk;
5. The adoption of secondary codes. The current edition of the National Fire Codes published by the National Fire Protection Association (NFPA) is adopted as a secondary code and by this reference is incorporated herein as though set forth in full.
6. That the sections of said 2025 California Fire Code and California Fire Code Standards may be referred to by the number used in said published compilation, preceded by the words "California Fire Code Section" or "Fire Code Section" and may also be referred to by additional reference to Municipal Code and sections therein pertaining to said 2025 California Fire Code and Fire Code Standards;
7. That the additional requirements and standards established herein are needed to properly protect the health, safety, and welfare of the existing and future residents and workers of the Stanislaus Consolidated Fire Protection District;

8. Said requirements and standards are reasonably necessary because of local climatic, geological, and topographical conditions, and comply with existing state laws and regulations.

9. That the Board is informed and finds that it is reasonably necessary to amend certain portions of the 2025 California Fire Code to meet the particular local, climatic, geological and/or topographical conditions existing in the District and provide more stringent standards for fire extinguishing systems, fire hazard and hazardous materials controls as necessary to serve the public interest by reducing the risk to life and property of the citizens of Stanislaus Consolidated Fire Protection District because of the following conditions:

(a) Summer weather conditions are very dry, hot and windy, causing ordinary combustibles to be easily ignited and fires to be fast spreading;

(b) Very dense fog conditions occur in winter. Reduced visibility causes delays in fire response; and

(c) Fire response is delayed by railroad tracks.

10. Additional amendments, deletions and additions to the 2025 California Fire Code are administrative or procedural in nature and reasonable and necessary to safeguard life and property within the District.

Therefore, for the above reasons taken individually and cumulatively and in accordance with the authority granted in Sections 17958.5 and 17958.7 of the California Health and Safety Code, the Board of the Stanislaus Consolidated Fire Protection District expressly finds there are local climatic and topographical conditions that make the increased fire protection requirements set forth in this article reasonably necessary.

Any and all amendments herein are permitted and authorized by the organizations and associations publishing the 2025 California Fire Code and the secondary codes and publications.

The 2025 California Building Code, Title 24, California Code of Regulations, Part 9 (California Fire Code), incorporating the International Fire Code, 2024 Edition, with errata, published by the International Code Council, including Chapter 1 with Divisions I and II but deleting Sections 112.1 through 112.4 and adopting Sections 104.1, 303, 305, 306, 307, 308.1.6, 309, 311, 321, 403.10.5, 503, 510.3, 805, 806, 807, 808, 1103.2, 1106, and chapter 26, save and except such portions as hereinafter deleted, modified, or amended, are hereby adopted pursuant to the District's powers provided for in the California Constitution, Article 11, Section 7, to legislate for the public health and safety.

Section 1

That a certain document, one (1) copy of which is on file in the office of the Stanislaus Consolidated Fire Protection District, being marked and designated as the California Fire Code, 2025 edition, including Chapter 1, Appendix Chapter 4, Appendices B, BB, C, CC, D, E, F, G, I and K and Division I and II Administration as published by the International Code Council, be and is hereby adopted as the Fire Code of the Stanislaus Consolidated Fire Protection District, in the State of California regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the office of the Stanislaus Consolidated Fire Protection District are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertion, deletions and changes, if any, prescribed in Section 2 of this ordinance.

Section 2 That the following sections of the 2025 California Fire Code are hereby amended:

Administration Scope and General Requirements

Section 101.1 These regulations shall be known as the Fire Code of: Stanislaus Consolidated Fire Protection District, hereinafter referred to as "this code."

Administration Board of Appeals

Section 112.1 of the 2025 California Fire Code is hereby amended to read as follows:

Applicant may appeal the decision of the Fire Chief to the Board of the Stanislaus Consolidated Fire Protection District within thirty (30) days from the date of the decision being appealed whenever the Chief:

1. Disapproves an application for use of alternate materials, methods and/or types of construction,
2. Disapproves of an application for permit or refuses to grant a permit applied for,
3. When it is claimed that the provisions of the code do not apply, or
4. That the true intent and meaning of the code have been misconstrued or wrongly interpreted.

Administration Violations- Compliance with Orders and Notices.

Section 113.4 of the 2025 California Fire Code is hereby amended to read as follows:

Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than \$1,000 dollars or by imprisonment not exceeding 180 days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 113.4.2 of the 2025 California Fire Code is hereby added to read as follows:

113.4.2 Criminal Violations.

It shall be unlawful for any person to violate any provision or to fail to comply with any of the requirements of this chapter. A violation of any of the provisions or failing to comply with any of the mandatory requirements of this chapter shall constitute a misdemeanor; except that notwithstanding any other provision of this code, any such violation constituting a misdemeanor under this code may, in the discretion of the Stanislaus County District Attorney, City of Riverbank Attorney or City of Waterford Attorney, be charged and prosecuted as an infraction. Any person convicted of a misdemeanor under the provisions of this chapter, unless provision is otherwise herein made, shall be punishable by a fine of not more than one thousand dollars (\$1,000.00) or by imprisonment in the county jail for a period of not more than 180 days or by both fine and imprisonment. Any person convicted of an

infraction under the provisions of this code, unless provision is otherwise herein made, shall be punishable by a fine only as follows: Upon a first conviction, by a fine of not exceeding two hundred fifty dollars (\$250.00) and for a second conviction or any subsequent conviction within a period of one year, by a fine of not exceeding five hundred dollars (\$500.00). Each such person shall be charged with a separate offense for each and every day during any portion of which any violation of any provision of this code is committed, continued or permitted by such person and shall, upon conviction, be punished accordingly.

Section 113.4.3 of the 2025 California Fire Code is hereby added to read as follows:

113.4.3 Additional Remedies.

In addition to any other remedies set forth in this chapter, fines may be imposed against any person for violating any of the requirements set forth in this code or who are in violation of Section 12676 or 12677 of the California Health and Safety Code. Any fines assessed shall be as follows:

1. For violations of this Code or Section 12676 or 12677 of the California Health and Safety Code, Possession, Sale, Use or Discharge of Dangerous Fireworks, the administrative penalty shall be five hundred dollars (\$500.00) for each specific act found to be in violation of that section.
2. For all violations of this chapter, Possession, Sale, Use or Discharge of Dangerous Fireworks, the amount of the administrative penalty shall be one hundred dollars (\$100.00) for the first violation, two hundred dollars (\$200.00) for a second violation within any twelve (12) month period and five hundred dollars (\$500.00) for any subsequent violations within any twelve (12) month period.

Administration Stop Work Order- Failure To Comply

Section 114.4 of the 2025 California Fire Code is hereby amended to read as follows:

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than five hundred dollars (\$500) or more than one thousand dollars (\$1,000).

Administration Fees

Section 108.1 of the 2025 California Fire Code is hereby amended to read as follows:

1. Permit Fee. The Board of the Stanislaus Consolidated Fire Protection District may, by resolution adopt from time to time, charge a fee for any permit issued pursuant to the Fire Code.
2. Plan Check Fee. When a plan is required to be submitted, the plan-checking fee shall be paid at the time of submitting plans and specifications for checking as applicable. Where plans are incomplete or changed so as to require an additional plan check, an additional plan-check fee shall be charged at a rate shown in a schedule setting forth fees as adopted from time to time by resolution of the Stanislaus Consolidated Fire Protection District.

Section 103.1 of the 2025 California Fire Code is hereby amended to read as follows:

Stanislaus Consolidated Fire Protection District official in charge shall be known as the fire code official. The function of the agency shall be the implantation, administration and enforcement of the provisions of this code.

Section 103.3 of the 2025 California Fire Code is hereby amended to read as follows:

The Fire Chief, Division Chiefs, Fire Marshal, and members of the Fire Department conducting Prevention Bureau and/or Fire Investigation unit duties shall have the powers of a Police Officer in performing their duties under this Code.

Administration Permits

Section 106.2.1.1 of the 2025 California Fire Code is hereby added to read as follows:

An 8 ½" x 11" document *and* an electronically submitted "detail" page for emergency responder data files shall be submitted to and approved by fire department before final inspection. Detail page shall include site plan showing:

- a. Property, site layout
- b. Roads, fire access lanes, and building access points
- c. Premises Identification (address, building identification, suites, room numbers, etc.)
- d. Hydrants and FDC locations
- e. Knox product locations
- f. Fire alarm control locations
- g. Fire riser locations
- h. Hose valve locations
- i. "Main Electrical" and "Main Gas Disconnect" locations
- j. Hazardous materials storage

Operational Permits - LP Gas

Section 105.5.30, item number 1 of the 2025 California Fire Code is hereby amended as follows:

Distributors shall not fill an LP-gas container for which a permit is required unless the fire code official has issued a permit for installation for that location.

Exceptions:

1. Containers do not exceed five (5) gallon water capacity, used for "barbecue" cooking, when used and stored outside of buildings.
2. Approved containers not exceeding sixteen and four-tenths (16.4) ounces when displayed for sale in mercantile occupancies.
3. Factory installed containers for recreational vehicles not exceeding ten (10) gallon water capacity.
4. Factory installed tanks that are permanently attached to recreational vehicles.

Section 105.5.18, item number 3 of the 2025 California Fire Code is hereby amended as follows:

To store, handle or use Class II, Class III-A and Class III-B liquids in excess of twenty-five (25) gallons in a building or in excess of fifty-five (55) gallons outside a building.

Vegetation Abatement

Sections 304.1.2 and 304.1.3 of the 2025 California Fire Code are hereby deleted and replaced entirely by the following:

304.1.2 Vegetation Abatement.

Vegetation abatement shall comply with Stanislaus County Code Title 9, Chapter 9.20, Riverbank Municipal Code Title IX Chapter 97 and Waterford Municipal Code Title 8 Chapter 8.12.

The Fire District may recover, from a property owner, those costs associated with the suppression costs incurred in fighting a fire and for providing rescue or emergency medical services should a fire occur on said property after the owner has been notified to abate such public nuisance and has failed to do so.

Open Burning, Recreational Fires, and Portable Outdoor Fireplaces

Section 307.1 of the 2025 California Fire Code is hereby amended as follows:

No person shall kindle, conduct, or maintain any burning of grass, weeds, agricultural trimmings, or other combustibles or authorize any such fire to be kindled, conducted, or maintained without a permit as required by the San Joaquin Valley Unified Air Pollution Control District and compliance with all safeguards pursuant thereto. Any such permitted burning shall be restricted to agricultural purposes and confined to areas in the city limits in which agricultural uses are lawful or as regulated or prohibited by other municipal codes.

Section 307.4.1 (Bonfires) of the 2025 California Fire Code is hereby deleted.

Section 307.4.2 of the 2025 California Fire Code is hereby amended as follows:

Recreational fires shall be prohibited except for religious ceremonies and shall comply with other regulations or prohibitions of other city municipal codes or uses, including obtaining a permit as required.

Section 307.4.3 of the 2025 California Fire Code is hereby amended as follows:

Portable outdoor fireplaces shall be used in accordance with the manufacturer's instructions, shall not be operated within 15 feet (3048mm) of a structure or combustible material and shall comply with other regulations or prohibitions of other city municipal codes or uses.

Section 307.5 of the 2025 California Fire Code is hereby amended as follows:

Open burning, recreational fires, and use of portable outdoor fireplaces as used (including at one and two-family dwellings) shall be constantly attended until the fire is extinguished. Not fewer than one portable fire extinguisher complying with section 906 with a 4A minimum rating and a water hose, water truck or medium of dirt/sand shall be immediately available.

Vehicle Impact Protection

Section 309 of the 2025 California Fire Code is amended by adding Section 309.5.1 to read as follows:

309.5.1 Forklifts.

All LPG or natural gas driven equipment which operate inside shall have a minimum 1A:10BC fire extinguisher mounted to the equipment and shall comply with Section 906.

Section 312.2 of the 2025 California Fire Code is hereby amended to read as follows:

Guard posts or other approved means shall be provided to protect storage tanks and connected piping, valves and fittings; dispensing areas; and use areas subject to vehicular damage. When guard posts are installed, the posts shall be:

1. Constructed of steel not less than six inches in diameter and concrete-filled;
2. Spaced not more than three (3) feet between posts on center;
3. Set not less than three feet deep in a concrete footing of not less than a fifteen-inch diameter;
4. Set with the top of the posts not less than three feet above ground; and
5. Located not less than five feet from the protected object.

Premises Identification and Access

Section 505.1 of the 2025 California Fire Code is hereby amended by adding the following:

Residential numbers shall be illuminated from dusk to dawn.

Section 505.1.1 of the 2025 California Fire Code is hereby added as follows:

505.1.1 Commercial buildings.

New commercial buildings, commercial buildings undergoing occupancy change and commercial buildings undergoing renovation shall have a minimum of 6-inch Arabic numerals or alphabet letters indicating the building's street address. The numerals and letters are to have a 3/4-inch stroke and contrast with their background. The address shall be internally or externally illuminated from dusk until dawn. The address shall face the street or road facing the property. Buildings which are set back from the road or street over 100 feet may be required to have larger numerals/letters as required by the Fire Chief. Rear addresses may be required due to property configuration.

Section 503.2.3 of the 2025 California Fire Code is hereby amended by adding the following:

To support all-weather driving capabilities, access roads shall be concrete or asphalt only.

Fire Hydrants

Section 507.5 of the 2025 California Fire Code is hereby amended to read as follows:

Fire hydrant systems shall comply with sections 507.5.1 through 507.5.6 and Appendix C or by an approved method. Fire hydrants shall be located on the supply side of the fire suppression system check valve and accessible from the apparatus roads in compliance with Section 503.1 and Appendix D. Fire hydrants shall not be on the fire pump supply system unless municipal pressures are inadequate for fire flow requirements. The fire code official may require a looped underground fire service for large projects when deemed necessary.

Section 507.5.1 of the 2025 California Fire Code is hereby amended to read as follows:

When a portion of the facility or building here after constructed or moved into or within the jurisdiction is more than 300 feet from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.

Exception: For Group R-3 and Group U occupancies equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3. The distance requirement shall be not more than 500 feet.

Section 507.5.1.1 of the 2025 California Fire Code is hereby amended to read as follows:

Buildings equipped with a standpipe system installed in accordance with section 903 shall have a fire hydrant within 75 feet of the fire department connection.

Section 507.5.1.2 of the 2025 California Fire Code is hereby added to read as follows:

507.5.1.2 Spacing.

Fire hydrants shall be spaced nominally every 500 liner feet in residential areas and 300 liner feet in commercial or industrial areas and shall comply with city building standards. Divided streets shall have hydrants on both sides of the street and shall, where applicable, be installed in alternative or staggered positions so that hydrants will not be directly opposite from each other.

Section 912.2.2 of the 2025 California Fire Code is hereby added to read as follows:

912.2.2 Location.

A fire hydrant shall be located within 75' of all required fire department connections (FDC).

Electrical Equipment, Wiring, and Hazards

Section 603.4.1 of the 2025 California Fire Code is hereby added to read as follows:

The main electrical service to any commercial building must be accessible for emergency shut off from the outside of the building. This may be accomplished by providing a (one) main disconnect or a shunt trip device. If a generator system activates automatically when the shunt trip or main disconnect is shut down, a control to stop the generator must be located with the main disconnect or shunt trip. Photovoltaic (PV) power disconnects shall be located with the main electrical disconnect. Shunt trips or main disconnects, PV and generator controls shall be identified by signs approved by the Fire Chief. All disconnects shall not be separated by obstruction or fences. Exception: Electrical control room with a marked door that is accessible from the outside of the building.

Automatic Sprinkler Systems

Section 903.7 of the 2025 California Fire Code is hereby added by adding the following:

1. An approved automatic fire sprinkler system is required in all new buildings and structures constructed on or after the effective date of this ordinance, notwithstanding the use and occupancy thereof, when any fire area, as defined in the California Fire Code, exceeds five thousand (5,000) square feet.
 - a. Fire area calculations shall include all floors, mezzanine, basements and any attached projections greater than four (4) feet.
 - b. Structures which are within six (6') feet of each other as measured from the outside walls, or any projection therefrom, or are attached by a breezeway or a covered walkway, the measured floor area of each shall be aggregated.
 - c. Buildings three (3) stories or more, irrespective of height; including basements, cellars and or mezzanines.
 - d. Any Group A occupancy as defined in the California Building Code or modified for Group A use.
 - e. CFC 901.4.4 may not be exercised to add fire walls to avoid the installation of fire sprinklers in new buildings or to existing buildings during remodel/ addition.

2. Condominium /apartment buildings up to 4 stories may be approved with NFPA 13R fire sprinkler systems with full attic protection. Attic protection shall consist of quick-response sprinklers spaced throughout the attic in accordance with NFPA 13. Attic hydraulic calculations shall be based on flowing a minimum of four sprinklers. Piping in the attic shall be listed steel piping. Listed CPVC piping may be utilized under attic insulation with special application sprinklers installed in accordance with their listing and the manufacturer's guidelines.

3. The sprinklers are to have interior warning devices approved by the Fire Chief.

4. Existing buildings and structures shall have approved automatic fire sprinklers installed when any of the following exist:
 - a. When doing a remodel or addition the value of additions, alterations or repairs that exceed fifty (50) percent of the current county assessed valuation for improvements only in the existing building or structure that exceeds five thousand (5,000) square feet.
 - b. The remodel or addition causes the building to exceed five thousand (5,000) square feet as outlined in this code above.

5. Nothing in this subsection is intended to provide a lesser degree of protection than that required in the presently adopted version of the California Building Code or provide for a waiver of its provisions unless such provision of this subsection provides sprinkler protection in an area or areas not required in the building.

Section 905.3.1 of the 2025 California Fire Code is amended to read as follows:

Occupancies three or more stories in height shall be provided with a Class 1 standpipe system approved by the Fire Chief. (Except Group R-3 and R-3.1)

Garden type apartment complexes may be required to install Class 1 standpipe systems approved by the Fire Chief.

Fire Alarm and Detection System

Section 907.2 of the 2025 California Fire Code is hereby amended by adding the following:

1. All new fire alarm/ monitoring systems shall be UL certified for which permits are required, on or after 1/1/2026.
2. Any existing fire alarm system in a commercial occupancy wherein the fire alarm control panel and alarm system components require replacement, shall be considered newly installed for the purposes of this section and shall require the system to be UL certified on or after 1/1/2026.
3. When UL certification is required by this code, it shall be maintained for commercial fire alarm/monitoring systems throughout the life of the alarmed/monitored building.
4. . Central Station Service in accordance with NFPA 72 is required on all fire alarm/ monitoring systems, existing or new.

Exceptions:

4. Supervisory service is not required for:
Automatic sprinkler systems in one and two-family dwellings.

False Alarms

Section 907.1.6 of the 2025 California Fire Code is hereby added to read as follows:

907.1.6 False alarms.

It shall be unlawful for a person to give, signal or transmit a false fire alarm. The Board may adopt by resolution reasonable fees to recover the costs associated with responses to buildings or similar structures that have excessive false fire alarms. Excessive false alarms shall be defined as more than three (3) false alarms in twelve (12) consecutive months.

Outdoor Storage of Pallets

Section 1106.2 of the 2025 California Fire Code is hereby added to read as follows:

1106.2 Pallet storage.

Existing pallet manufacturing and recycling facilities shall comply with section 2810 of the California Fire Code.

Section 2810.7 of the 2025 California Fire Code is hereby amended to read as follows:

Stacks of pallets shall not be stored within 25 feet of any important building onsite, or shall comply with 2810.11.

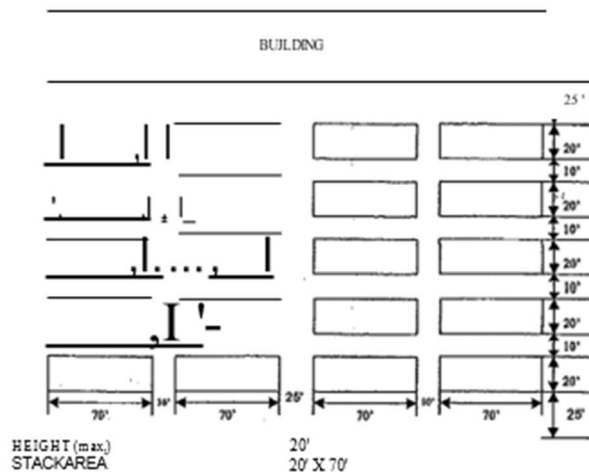
Section 2810.12 of the 2025 California Fire Code is hereby added to read as follows:

2810.12 Additional requirements.

Additional requirements for outdoor storage of pallets at pallet manufacturing and recycling facilities are as follows:

1. Open yards required by the California Building Code shall be maintained around structures.
2. The maximum dimensions of a stack of pallets shall not exceed 20 feet by 70 feet.
3. There shall be 10 feet of aisleway between stacks.
4. Stacks shall be placed in grids not to exceed 140 feet by 150 feet.
5. Each grid shall be separated by an approved fire apparatus access road.
6. Permanent pallet storage areas shall be surrounded by an approved fence. Fences shall a minimum of six (6) feet in height above grade.
7. When required by the fire chief or their designee a noncombustible solid fence shall be installed around the pallet yard.

Note: Pallets shall not obstruct fire apparatus roadways or access to water supplies.



Spray Booths, Welding, and Other Hot Works

Section 2401.1 of the 2025 California Fire Code is hereby amended by adding the following:

6. Flammable spraying, combustible spraying, bedliner spraying and powder coating operations shall be conducted in a listed spray booth. Existing operations are to be upgraded at change of occupancy.

Section 3504.2.6 of the 2025 California Fire Code is hereby amended to read as follows:

Not less than one portable fire extinguisher complying with section 906 and with a minimum 2-A:20BC rating shall be provided with ready access within 30 feet of the location where the hot works is being performed and without climbing stairs.

Fuel- Fired Appliances

Section 4103.1 of the 2025 California Fire Code is hereby amended to read as follows:

Portable unvented fuel-fired heating equipment which produces carbon monoxide (CO) shall be prohibited in any occupancy or building.

Exception:

Buildings or structures under construction as outlined in Chapter 33 of the 2025 California Fire Code.

Hazardous Materials - General Requirements

Section 5001.2 of the 2025 California Fire Code is hereby amended to read as follows:

Hazardous materials are those chemicals or substances which are physical hazards or health hazards as defined and classified in Chapter 50, or as defined in the California Health and Safety Code, Division 20, Chapter 6.95, commencing with Section 25500, whether the materials are in useable or waste condition.

NFPA 704 placards shall be required on all commercial buildings/structures with hazardous materials as required by the Fire Chief.

Section 5003.3.1.4 of the 2025 California Fire Code is hereby amended to read as follows:

Responsibility for Cleanup. The person, firm or corporation responsible for an unauthorized discharge shall initiate and complete all actions necessary to remedy the effects of such unauthorized discharge, whether sudden or gradual, at no cost to the jurisdiction. When deemed necessary by the Fire Code Official, cleanup may be initiated by the Fire Department or by an authorized individual or firm. Costs associated with such cleanup shall be borne by the owner, operator or other person responsible for the unauthorized discharge. The remedy provided by this section shall be in addition to any other remedies provided by law.

For purposes of this section, costs incurred by the Stanislaus Consolidated Fire District shall include, but shall not necessarily be limited to, the following: actual labor costs of district personnel, including worker's compensation benefits, administrative overhead; cost of equipment operation; cost of materials obtained directly by the district; and cost of any contract labor and materials. The authority to recover costs under this section shall not include actual fire suppression services that are normally or usually provided by the Fire Department.

Explosives and Fireworks Display

Section 5608.1.2 of the 2025 California Fire Code is hereby added to read as follows:

The provisions of Stanislaus County Code Chapter 9.84 (FIREWORKS)- are incorporated herein by reference and shall also apply to unincorporated areas of the county as identified in Section 9.84.110.

Section 5605.1 of the 2025 California Fire Code is hereby amended to read as follows:

The manufacturing, assembly and testing of explosives, ammunition, blasting agents and fireworks are prohibited within the District's boundaries and any city limits or county areas or the District.

Flammable and Combustible Liquids

Section 5704.2.9.5 of the 2025 California Fire Code is hereby amended by adding the following:

Storage of Class I, II, and III A/B flammable and combustible liquids in aboveground tanks inside of buildings shall also be in an approved double walled/protected tank. The tank shall be approved by the Fire Chief and installed per the CFC/NFPA.

Section 5704.2.9.6.1 of the 2025 California Fire Code is hereby amended by adding the following:

Storage of Class I, II and III A/B flammable and combustible liquids in above-ground tanks outside a building is prohibited.

Exception: Protected/ double walled above-ground tanks shall be approved by the Fire Chief. Above-ground tanks shall be installed per the CFC/NFPA.

Section 5705.3.3 of the 2025 California Fire Code is hereby amended to read as follows:

Heating, lighting or cooking appliances which utilize Class I, II or III liquids shall not be operated within a building or structure within the city limits.

Section 5504.3.1.1.3 of the 2025 California Fire Code is hereby amended by adding the following:

Storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited within the limits established by law (table 5504.3.1.1). All R-1, R-2 and R-3 zoning designations as identified in the municipal code.

Section 5706.5.1.1 of the 2025 California Fire Code is hereby amended to read as follows:

Tank Vehicles delivering to or receiving from flammable and combustible liquid tanks shall stand entirely on private property. Dispensing into any Tank Truck cargo tank with service station dispensing facilities is prohibited.

Section 5706.5 of the 2025 California Fire Code is hereby amended by adding the following:

Bulk transfer and process transfer operations shall be in approved locations. Tank cars shall be unloaded only on private sidings or railroad siding facilities equipped for transferring flammable or combustible liquids. Tank vehicle and tank car transfer facilities shall be separated from buildings, aboveground tanks, combustible materials, property lines, streets, alleys or public ways by a distance of twenty (25) feet (7620 mm) for Class I liquids and fifteen (15) feet (4572 mm) for Class II and III liquids measured from the nearest position of any loading or unloading valve.

Tank vehicles and tank cars shall be unloaded as soon as possible after arrival at point of delivery and shall not be used as storage tanks. Unless otherwise approved, a tank car shall not be allowed to remain on a siding at the point of delivery for more than twenty-four (24) hours while connected for transfer operations.

Liquefied Petroleum Gases Location of LP-Gas Containers

Section 6101.2 of the 2025 California Fire Code is hereby amended to read as follows:

Permits shall be required as set forth in Sections 105.6 and 105.7.

Exceptions:

1. Containers not exceeding a five (5) gallon water capacity, used for "barbecue" cooking, when used and stored outside of buildings.
2. Approved containers not exceeding 16.4 ounces when displayed for sale in mercantile occupancies.
3. Factory-installed containers for recreational vehicles not exceeding ten-gallon water capacity.
4. Factory-installed tanks that are permanently attached to recreational vehicles.

Distributors shall not fill an LP-gas container for which a permit is required unless the Fire Code Official has issued a permit for installation for that location.

Section 6103.1.1 of the 2025 California Fire Code is hereby added to read as follows:

6103.1 Prohibited.

LP-gas installations pertinent to systems are not permitted in any residential (R) zones regardless of water capacity.

Section 6104.2 of the 2025 California Fire Code is hereby amended to read as follows:

Within the limits established by law restricting the storage of liquefied petroleum gas for the protection of heavily populated or congested commercial areas, the aggregate capacity of any one installation shall not exceed 2,000-gallon water capacity.

The storage of liquefied petroleum gases is restricted to those areas of the City zoned Commercial-Industrial zone; M-1 and M-2 Industrial zones and in addition thereto to properties used as Automotive Service Stations located in the areas of the City zoned for commercial use.

Whenever the Fire Chief, in his discretion, determines the storage of liquefied petroleum gases is necessary in other areas, the aggregate capacity of any such installation shall not exceed 2,000 gallon water capacity, except that in particular installations this capacity limit may be altered at the discretion of the Fire Chief, after consideration of special features such as topographical condition, nature of occupancy and proximity of buildings, capacity of proposed tanks, degree of private fire protection to be provided and facilities of the local Fire Department. The storage of liquefied petroleum gas shall conform to the provisions of the local zoning ordinance.

Fire Access Roadways

Appendix D Section D101.1 of the 2025 California Fire Code is hereby amended by adding the following:

Appendix D shall only be enforced on private roadways, property and streets not public roadways.

Appendix D Section D103.5, item 1, of the 2025 California Fire Code is hereby amended by adding the following:

1. Where a fire apparatus road consists of a divided roadway, the gate width shall not be less than 15 feet.

Key Boxes

Section 506.3 of the 2025 California Fire Code is hereby added as follows:

506.3 Commercial projects.

All commercial projects (new, remodel, addition and change of occupancy, or occupancy inspection) in the district may be required to provide a Knox Box (key box). A Knox Box capable of containing Material Data Safety Sheets (MSDS) and Hazardous Materials plans will be required at commercial sites with significant amounts of hazardous materials. The Fire Chief may require additional Knox Boxes and padlocks for large buildings or projects.

Access Gates

Appendix D Section D103.5, item 6, of the 2025 California Fire Code is hereby amended by adding:

Manual access gates may not be locked with a chain and padlock unless a Knox padlock is installed in the chain or a Knox Box with keys to the gate is added to the gate location. Dual keyed access for the Police Department shall be required.

Appendix D Section D103.5, item 5, of the 2025 California Fire Code is hereby amended by adding:

Electric gates shall be operable by means of a Knox key switch accessible by both police and fire. Electric gates at housing complexes, gated communities or rental storage facilities shall also be dual equipped with Opticom strobe light system or as required by the Fire Chief. All Gate shall automatically open upon power failure.

Section 3

That the geographic limits referred to in certain sections of the 2025 California Fire Code are hereby established as follows:

Section 5704.2.9.6.1

All R-1, R-2, and R-3 zoning designations as identified by the Title 21 of Stanislaus County Code; or Title 15 of Riverbank Municipal Code; or Title 17 of Waterford Municipal Code.

Section 5706.2.4.4

All R-1, R-2, and R-3 zoning designations as identified by Title 21 of Stanislaus County Code; or Title 15 of Riverbank Municipal Code; or Title 17 of Waterford Municipal Code.

Section 6104.2

The incorporated boundary within the Stanislaus Consolidated Fire Protection District.

Section 4

That Ordinance No. 2025-16 of the Stanislaus Consolidated Fire Protection District entitled Ordinance for Adoption of the 2025 California Fire Code and Providing for the Modification Thereof and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5

That if any section, subsection, sentence, clause or phrase of this legislation is, for any reason, held to be unconstitutional; such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Directors hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 6

That nothing in this legislation or in the Fire Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action

acquired or existing, under any act or ordinance hereby repealed as cited in Section 4 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this legislation.

Section 7

That the Stanislaus Consolidated Fire Protection District is hereby ordered and directed to cause notification of this proposed ordinance to be published.

Section 8

That this law and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect on January 1, 2026, from and after the date of its final passage and adoption.

Section 9

The Board of Directors of the Stanislaus Consolidated Fire Protection District finds its adoption of the 2025 Edition of the California Fire Code as set forth in this ordinance to be exempt from review under provisions of the California Environmental Quality Act (Public Resources Codes Section 21000 et seq., "CEQA") consistent with, among other things, the provisions of CEQA guidelines Section 15321 (Class 21) which exempts review of the adoption of a general rule of enforcement under CEQA.

I HEREBY CERTIFY that the foregoing Ordinance was duly adopted by the Stanislaus Consolidated Fire Protection District Board of Directors by the following vote:

AYES: 4 Directors: Rivers, Bernardi, Stanfield, Neal

NOES:

ABSENT: 1 Directors: Murdock

ABSTAIN:

Dated: February 11, 2026



Brandon Rivers, SCFPD Board President

ATTESTED

The foregoing is certified to be a correct copy of the original on file in this office which has not been revoked and is now in full force and effect.


Amanda McCormick, Clerk of the Board

APPROVED AS TO CONTENT



Clint Bray, Fire Chief

APPROVED AS TO FORM



Frank Splendorio, District Counsel

RIVERBANK CITY COUNCIL / LRA BOARD

AGENDA ITEM NO. 11.1.

SECTION : COUNCIL REFERRALS

Meeting Date:	4/14/2026
Subject:	America's 250th Anniversary
From:	Marisela H. Garcia, City Manager
Submitted by:	Stacy Call, Councilmemembr

RECOMMENDATION

It is recommended that the City Council receive a PowerPoint presentation from Councilmember District 4 Stacy Call, regarding the 250th Anniversary Celebration of our country.

SUMMARY

Councilmember Stacy Call has asked for an opportunity to request a future discussion item regarding the 250th Anniversary of our country.

STRATEGIC PLAN

This item is not related to the City's Strategic Plan.

BACKGROUND

As per the adopted City Council Rules and Procedures, any Councilmember may place an item on the agenda prior to the posting of the agenda by bringing the matter to the attention of the City Manager. The City Council, after considering the referral, may do any of the following:

- (1) Reject the request.
- (2) Refer the matter to staff to schedule as a future City Council agenda item.

The City Council will not discuss this item but would provide direction on the above-mentioned options.

FINANCIAL IMPACT

There is no financial impact associated with this report at this time.

ATTACHMENTS

None