

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, JANUARY 27, 2026 – 6:00 P.M.

(THE AGENDA PACKET IS ONLINE AT [HTTP://WWW.RIVERBANK.ORG/AGENDACENTER](http://www.riverbank.org/agendacenter))

1. CALL TO ORDER

2. FLAG SALUTE

3. INVOCATION

4. ROLL CALL

5. AGENDA CHANGES

6. CONFLICT OF INTEREST

Any Council/Authority Member or Staff who has a direct Conflict of Interest on any scheduled agenda item to be considered is to declare their conflict at this time.

7. PRESENTATIONS (Informational only)- NO ITEMS SCHEDULED.

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.

Refer to the last page of this agenda for the Public Comment Procedures via ZOOM.

IN PERSON COMMENTS

PLEASE FILL OUT A COMMENT CARD AND RETURN 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** **Waive Readings.** All Readings of ordinances and resolutions, except by title, are waived.
- Item 9.2** **Approval** of the City Council and Local Redevelopment Authority Board Minutes for January 13, 2026.
- Item 9.3** **Resolution** Approving the Award of a Pest Control Services Agreement to Clark Pest Control
- Item 9.4** **Resolution** to Approve and Adopt 2026 City of Riverbank Measure L Expenditure Plan Project List
- Item 9.5** **Second Reading by Title Only and Introduction of a Proposed Ordinance** Amending Chapters 150 (BUILDING REGULATIONS) and 157 (WATER EFFICIENT LANDSCAPE AND IRRIGATION) of Title XV: LAND USAGE, by Amending and Adopting by Reference the 2025 Edition of the California Building Standards Code (California Code of Regulations, Title 24, Parts 1, 2, 2.5, 3, 4, 5, 6, 8, 10, 11 & 12, Including Identified Appendices).

10. PUBLIC HEARING

The Public Notice for Item 10.1 was published on 01/14/2026 in the Riverbank Newspaper.

- Item 10.1** **A Resolution to Adopt the New Fee Schedule of Park Amenities, Rentals, Recreation Programs, and Events for the City of Riverbank-** It is recommended that the City Council consider adopting a Resolution to approve the fees for Park Amenities, Rentals, Recreation Programs, and Events for the City of Riverbank offered with associated fees that are highlighted in Exhibit A.

11. NEW BUSINESS

- Item 11.1** **Presentation by Chief Ridenour on Current Staffing Allocations and Five-Year Plan for Riverbank Police Services and to Consider a Resolution Authorizing the Reallocation of One Community Resource Deputy Position to a Patrol Deputy Position.-** It is recommended that the City Council receive a presentation from Chief Ridenour on the current staffing allocation for Riverbank Police Services and the proposed five-year staffing plan. The Council is asked to consider a Resolution reallocating the already approved Community Resource Deputy position to a Patrol Deputy. Alternatively, the Council may provide feedback and direction on reallocation and staffing requests, or request that staff research other options.
- Item 11.2** **Adoption of a Groundwater Use Management Program in the Modesto Groundwater Subbasin-** It is recommended that the City Council consider adopting a resolution authorizing collaboration with the Stanislaus and Tuolumne Rivers Groundwater Basin Association (STRGBA) Groundwater Sustainability Agency (GSA), its member agencies, consultants,

stakeholders and the County of Tuolumne GSA to take such actions as may be reasonably necessary to (1) approve and implement the Groundwater Use Management Program (GWUMP or Program) for the Modesto Subbasin to ensure long-term groundwater sustainability, and (2) develop action plans which ensure the demand management actions identified in the GWUMP are under implementation beginning January 31, 2027. Adoption of the GWUMP fulfills commitments made in prior Council actions and advances compliance with the Sustainable Groundwater Management Act (SGMA).

Item 11.3 **Adoption of a Well Mitigation Plan in the Modesto Groundwater Subbasin-** It is recommended that the City Council consider adopting a resolution authorizing collaboration with the Stanislaus and Tuolumne Rivers Groundwater Basin Association (STRGBA) Groundwater Sustainability Agency (GSA), its member agencies, stakeholders and the County of Tuolumne GSA to take such actions as may be necessary to approve and implement the Well Mitigation Plan developed for the Modesto Groundwater Subbasin. Adoption of the Well Mitigation Plan by the STRGBA GSA fulfills commitments made in prior Council actions and advances compliance with the Sustainable Groundwater Management Act (SGMA).

Item 11.4 **Resolution Approving a Consultant Services Agreement with JPW Communications, Inc. for the Preparation of a Community Engagement Strategy and Communications Plan.-** It is recommended that the City Council consider approving a Consultant Services Agreement with JPW Communications, Inc. for the preparation of a Community Engagement Strategy and Communications Plan for the City of Riverbank.

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- NO ITEMS SCHEDULED.

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

14. ADJOURNMENT

The Next Regular City Council Meeting will be on: **Tuesday, February 10, 2026**

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 22nd Day of January 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.



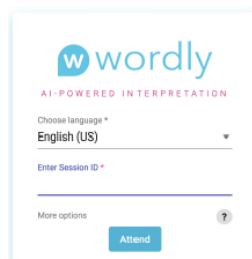
How to Use Live Spanish Translation/ Como Usar Traducción en Español En Vivo

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 Channel: Charter– 2 -NOT AVAILABLE AT THIS TIME**
- YouTube Live – City of Riverbank
- Via ZOOM Platform (See instructions below)

SUBMITTING PUBLIC COMMENTS FOR THE RECORD

Written comments must be received before 5:00 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 pm, 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:** Mail to 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:
(please make sure the volume on your video device or any nearby device is turned down.)
 - 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.

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/89443415826>

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**

Learn about using ZOOM - Visit <https://zoom.us/j/94943925973?status=success> for a free account or to download the app.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.1

SECTION 9: CONSENT CALENDAR

Meeting Date:	January 27, 2026
Subject:	Waiver of Readings
From:	Marisela H. Garcia, City Manager
Submitted by:	Gabriela Hernandez, City Clerk/LRA Secretary

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.

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENTS

There are no attachments to this report.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.2

SECTION 9: CONSENT CALENDAR

Meeting Date:	January 27, 2026
Subject:	Approval of the City Council and Local Redevelopment Authority Board Minutes for January 13, 2026.
From:	Marisela H. Garcia, City Manager
Submitted by:	Gabriela Hernandez, City Clerk/LRA Secretary

RECOMMENDATION

It is recommended that the City Council/ Local Redevelopment Authority Board approve the City Council/LRA Meeting Minutes of January 13, 2026.

SUMMARY

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

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENTS

1. City Council/LRA Meeting Minutes for January 13, 2026.
Exhibit A- Adopted_2026 List of Appointments for Intergovernmental Boards & Committees

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, JANUARY 13, 2026 – 6:00 P.M.

(THE AGENDA PACKET IS ONLINE AT [HTTP://WWW.RIVERBANK.ORG/AGENDACENTER](http://www.riverbank.org/agendacenter))

- 1. CALL TO ORDER** -Mayor / Chair Hernandez called the meeting to order at 6:00pm
- 2. FLAG SALUTE** –Vice Mayor Fosi led the pledge of allegiance.
- 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 3 John Pimentel
Council Member / Authority Member District 4 Stacy Call
Vice Mayor / Vice Chair District 2 Cindy Fosi
Mayor / Chair Rachel Hernandez

5. AGENDA CHANGES

No Agenda Changes.

6. CONFLICT OF INTEREST

Any Council/Authority Member or Staff who has a direct Conflict of Interest on any scheduled agenda item to be considered is to declare their conflict at this time.

Councilmember Uribe declared he had a conflict of interest with Item 12.5.

7. PRESENTATIONS (Informational only)

Item 7.1 **Recognition-Cardozo Middle School Girls Basketball Team-** It is recommended that the City Council present a Certificate of Recognition to the Cardozo Middle School Girls Basketball Team, Athletic Director Gary Granger, Coach Bargas, Assistant Nick Golding, and Mrs. Azevedo - Principal for their championship achievement.

Mayor Hernandez presented a Certificate of Recognition to the Cardozo Middle School Girls Basketball team and coaching staff for their championship achievement.

Item 7.2 **Riverbank Representative Update by Stanislaus Consolidated Fire Protection District Board Director Charles E. Neal and Chief Clint Bray-** It is recommended that the City Council receive an update by Director Charles E. Neal and Chief Clint Bray with Stanislaus Consolidated Fire Protection District.

Charles Neal, Stanislaus Consolidated Fire Protection District Board Director and Chief Clint Bray gave an update on the status of SCFPD Business.

Item 7.3 **Presentation- Parks and Recreation Financial Sustainability Study-** It is recommended that the City Council receive a presentation in regards to the Parks and Recreation Sustainability Study that has been completed from 110%, Inc and the Parks and Recreation Department.

Farell Buller, with 110% Inc., gave a PowerPoint presentation on the Financial Sustainability study that was completed for the Parks & Recreation Department.

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.

Mayor Hernandez opened the Public Comment Period at 6:35 P.M.

Sherry Fenn, Riverbank resident to express her concern regarding utility rate increase.

Tim Reed, Riverbank resident to express his concern regarding utility rate increase.

Diego Hernandez, Riverbank resident to express his concern regarding funds being spent from the 106 funds.

Michael Christie, Riverbank resident spoke about public safety relating to recent break-ins in the area. Mentioned the Polar Plunge hosted by Parks and Recreation department.

Josh, Riverbank resident suggested that Council hold off on spending more monies on Waste Water Treatment Plant.

Olivia Arambula, Riverbank Chamber of Commerce to share upcoming community events.

Rich Holmer, Stanislaus County resident would like to see an electric car charging station with in the City. Extend an invite for upcoming Riverbank Historical Society event.

Mayor Hernandez closed the Public Comment Period at 6:56 P.M.

9. CONSENT CALENDAR (No Obligation to Read Aloud)

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Item 9.1 **Waive Readings.** All Readings of ordinances and resolutions, except by title, are waived.

Item 9.2 **Approval** of the City Council and Local Redevelopment Authority Board Minutes for December 9, 2025.

Item 9.3 **Acceptance** of the Silverrock Road Overlay Project between Patterson Road and Oakdale Road and Authorization to File a Notice of Completion

Item 9.4 **Resolution 2026-001** to Amend the Parks and Recreation Advisory Committee Bylaws to Include Attendance and Absence Policy.

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

ACTION: *By motion moved and seconded (Uribe / Fosi 5/0) to approve Consent Calendar as presented.*

*Motion carried by unanimous City Council and LRA Board roll call vote:
AYES: Uribe, Pimentel, Call, Fosi and Mayor Hernandez
NAYS: None / ABSENT: None / ABSTAINED: None*

10. UNFINISHED BUSINESS

Item 10.1 **A Resolution to Approve a Contract Change Order for Value Engineering for the Regional Recycled Water Project – Phase I for KSN, Inc. and Authorize a Budget Appropriation in the amount of \$194,310.00 from the Sewer Fund 106-** It is recommended that the City Council award the contract change order for the Value Engineering phase of design for the Riverbank Regional Recycled Water Project – Phase I to KSN, Inc. to authorize the City Manager to execute a contract with said firm in the amount of \$194,310.00 and authorize a budget appropriation from Sewer Fund 106 for said contract.

Director of Public Works, Bridgewater gave a comprehensive staff report and PowerPoint Presentation on the contract change order for the Value Engineering phase design for the Riverbank Regional Recycled Water Project- Phase I with KSN.

City Council discussed item with staff.

Rich Holmer, Stanislaus County resident to express his opposition regarding Item 10.1.

Michael Christie, Riverbank resident to express his opposition regarding Item 10.1.

Diego Hernandez, Riverbank resident to express his opposition regarding Item 10.1.

Jami Aggers, Stanislaus County resident to express her opposition regarding Item 10.1.

Evelyn Halbert, Riverbank resident to seek clarification regarding Item 10.1.

There being no further public comment Mayor Hernandez brought the item back to city council.

MOTION: *By motion moved and seconded (Fosi/Hernandez 2/3) to not approve the item at this time. Motion Failed*

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

AYES: Fosi, Mayor Hernandez

NAYS: Uribe, Pimentel, Call / ABSENT: None / ABSTAINED: None

ACTION: *By motion moved and seconded (Uribe / Call 4/1) to approve **Resolution 2026-002** approving the Contract Change Order for the Value Engineering for the Riverbank Regional Recycled Water Project-Phase I with KSN in the amount of \$84,440.00 Option A.*

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

AYES: Uribe, Pimentel, Call, and Mayor Hernandez

NAYS: Fosi / ABSENT: None / ABSTAINED: None

Item 10.2 **A Resolution to Approve a Contract Change Order for Value Engineering for the Regional Recycled Water Project – Phase I for Brown and Caldwell, and Authorize a Budget Appropriation in the amount of \$138,475.00 from the Sewer Fund 106-** It is recommended that the City Council award the contract change order for the Value Engineering phase of design for the Riverbank Regional Recycled Water Project – Phase I to Brown and Caldwell, authorize the City Manager to execute a contract with said firm in the amount of \$138,475.00 and authorize a budget appropriation from Sewer Fund 106 for said contract.

Director of Public Works, Bridgewater gave a comprehensive staff report and PowerPoint Presentation on the contract change order for the Value Engineering phase design for the Riverbank Regional Recycled Water Project- Phase I with Brown and Caldwell.

City Council discussed item with staff.

Diego Hernandez, Riverbank resident to express opposition to Item 10.2.

There being no further public comment Mayor Hernandez brought the item back to city council.

ACTION: *By motion moved and seconded (Hernandez / Fosi 5/0) to deny the Contract Change Order for the Value Engineering for the Riverbank Regional Recycled Water Project-Phase I with Brown and Caldwell for \$138,475.00 from the Sewer Fund 106.*

*Motion carried by unanimous City Council and LRA Board roll call vote:
AYES: Uribe, Pimentel, Call, Fosi, and Mayor Hernandez
NAYS: None / ABSENT: None / ABSTAINED: None*

11. PUBLIC HEARING

The Public Notice for Item 11.1 was published on 12/17/2025 in the Riverbank Newspaper.

Item 11.1 **First Reading by Title Only and Introduction of a Proposed Ordinance Amending Chapters 150 (BUILDING REGULATIONS) and 157 (WATER EFFICIENT LANDSCAPE AND IRRIGATION) of Title XV: LAND USAGE,** by amending and adopting by reference the 2025 Edition of the California Building Standards Code (California Code of Regulations, Title 24, Parts 1, 2, 2.5, 3, 4, 5, 6, 8, 10, 11 & 12, including identified appendices). It is recommended that the City Council introduce and pass to a second reading an Ordinance amending Chapters 150 (Building Regulations) and 157 (Water Efficient Landscape and Irrigation) of Title XV (Land Usage) of the Riverbank Municipal Code to adopt by reference the 2025 Edition of the California Building Standards Code (California Code of Regulations, Title 24, Parts 1, 2, 2.5, 3, 4, 5, 6, 8, 10, 11, and 12, including

identified appendices), and authorize the City Building Official to administer and implement the adopted codes, including the determination of permit valuation in accordance with the California Building Code.

Director of Community Development Mann gave a comprehensive staff report and PowerPoint presentation on the first reading of the proposed ordinance amending the Building Standards Code.

City Council discussed item with staff.

Mayor Hernandez opened the public hearing at 7:59 P.M.

Mayor Hernandez Closed the public hearing at 8:00 P.M.

There being no further public comment Mayor Hernandez brought the item back to city council.

ACTION: *By motion moved and seconded (Uribe / Fosi 5/0) to approve the first reading of the proposed ordinance amending and adopting by reference the 2025 California Building Standards Code.*

*Motion carried by unanimous City Council and LRA Board roll call vote:
AYES: Uribe, Pimentel, Call, Fosi and Mayor Hernandez
NAYS: None / ABSENT: None / ABSTAINED: None*

12. NEW BUSINESS

Item 12.1 **Resolution Approving the Adoption of the Pension Stabilization Trust Participation and Member Agreements with Benefit Trust Company, Inc. (BTC) and the Chairman of the Board of Authority-** Staff recommends that the City Council approve a resolution adopting the Pension Stabilization Trust Participation Agreement with Benefit Trust Company, Inc. ("BTC") and a Member Agreement for the Retirement Board of Authority for the purpose of pre-funding pension liability obligations under GASB 68.

Assistant City Manager, Alcantor gave a comprehensive report and PowerPoint presentation on the Pension Stabilization Trust Participation and Member Agreements with Benefit Trust Company Inc.

City Council discussed item with staff.

There being no further public comment Mayor Hernandez brought the item back to city council.

ACTION: *By motion moved and seconded (Fosi / Uribe 5/0) to approve **Resolution 2026-003** adopting a Pension Stabilization Trust Participation and Member Agreements with Benefit Trust Company, Inc. (BTC) and the Chairman of the Board of Authority.*

*Motion carried by unanimous City Council and LRA Board roll call vote:
AYES: Uribe, Pimentel, Call, Fosi and Mayor Hernandez
NAYS: None / ABSENT: None / ABSTAINED: None*

Item 12.2 **Nomination and Appointment of the Vice Mayor to Serve for the Year 2026-** It is recommended that Mayor Hernandez nominate a Councilmember to serve as Vice Mayor for the year 2026 and, by roll call vote, the City Council shall approve the Appointment for a one-year term.

Mayor Hernandez nominated Councilmember Pimentel to serve as the Vice Mayor for the 2026 Year.

There being no further public comment Mayor Hernandez brought the item back to city council.

ACTION: *By motion moved and seconded (Uribe / Call 5/0) to approve Councilmember Pimentel as the Vice Mayor for the 2026 Year.*

*Motion carried by unanimous City Council and LRA Board roll call vote:
AYES: Uribe, Fosi, Call, Pimentel, and Mayor Hernandez
NAYS: None / ABSENT: None / ABSTAINED: None*

Item 12.3 **Adjustments to the 2026 City Council Meeting Schedule-** It is recommended that the City Council by roll call vote: 1.) Cancel the meetings of May 26th, July 14th, August 11th, November 24th, and December 22nd, for a modified summer schedule and to minimize conflicts with Holiday Activities.

ACTION: *By motion moved and seconded (Call / Pimentel 5/0) to approve the adjustments to City Council Meeting schedule. Canceling the meetings of March 24th, July 14th, August 11th, November 24th, December 22, 2026.*

*Motion carried by unanimous City Council and LRA Board roll call vote:
AYES: Uribe, Fosi, Call, Pimentel, and Mayor Hernandez
NAYS: None / ABSENT: None / ABSTAINED: None*

Item 12.4 **Annual Consideration of City Council Appointments to Intergovernmental Boards and Committees and Appointments to Internal City Committees for the Year 2026-** It is recommended that City Council: 1.) Review the appointment lists; and 2.) Volunteer or nominate a member of the Council to serve as the representative; and 3.) By roll call vote, ratify the appointments for the year 2026.

ACTION: *By motion moved and seconded (Fosi / Uribe 5/0) to approve the Appointments to the Internal City Committees and Intergovernmental Boards. (As Attached-Exhibit A)*

*Motion carried by unanimous City Council and LRA Board roll call vote:
AYES: Uribe, Fosi, Call, Pimentel, and Mayor Hernandez
NAYS: None / ABSENT: None / ABSTAINED: None*

Item 12.5 **City Flag Design Contest Review and Selection of Top Three-** It is recommended that the City Council select the top three designs to move forward for a public vote.

Councilmember Uribe recused himself from the dais at 8:48 P.M.

Olivia Arambula, Riverbank resident to provide her suggestions regarding Item 12.5.

Michael Christie, Riverbank resident to provide his suggestions regarding Item 12.5.

Edward Jones, Riverbank resident to provide his suggestions regarding Item 12.5.

ACTION: *By motion moved and seconded (Call / Fosi 4/0) to extend the Flag Contest an additional 60 days.*

*Motion carried by unanimous City Council and LRA Board roll call vote:
AYES: Uribe, Fosi, Call, Pimentel, and Mayor Hernandez
NAYS: None / ABSENT: None / ABSTAINED: None*

Councilmember Uribe returned to the dais at 9:14 P.M.

Brief Recess at 9:14 P.M.

Reconvened from Recess at 9:21 P.M.

Item 12.6 **VOLT Institute Resident Scholarship Program Guidelines-** It is recommended that the City Council provide feedback on the guidelines to establish a VOLT Institute Resident Scholarship Program as offered by Opportunity Stanislaus.

DIRECTION: *Direction was provided to staff.*

13. COUNCIL REFERRALS

Item 13.1 **Tot Time Program-**It is recommended that the City Council receive a verbal presentation from Councilmember District 1 Luis Uribe, regarding closure of the Tot Time Program.

Councilmember Uribe gave a comprehensive staff report on Tot Time Program options. No consensus reached to move forward with item being scheduled on a future agenda.

14. 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 14.1 Staff

City Manager:

- *The only comment we have for tonight is that city offices are closed this Friday, based on our 9/80 work schedule. And then they're closed on Monday for the Martin Luther King Junior holiday.*

Item 14.2 Council/Authority Member

Vice Mayor Pimentel:

- *First of all, thank you, Mayor and Council, for electing me. I really appreciate an opportunity like this, having lived here all my life you know, Riverbank is in my heart.*
- *I'm not sure how far back you go, but on the 13th, we had our Christmas parade. What I was impressed about was the large turnout this year. I've seen a lot of families and people just wanting to be out there in fellowship. And I think that was a great opportunity to get to know your neighbor.*
- *I attended the Latino mixer at the DoubleTree. Thank you, Olivia, for giving Riverbank a shout out at the event. It was very organized and it was a great night.*
- *The Polar Plunge, I joined the Mayor and I jumped in twice and it was a good turnout as well. And I was representing the book exchange in Riverbank. It's very important that we keep this going, the little book clubs. Thank you to all that donated books in December, I appreciate that.*
- *On January 9th, we had our first Sister City meeting for 2026. Thank you again to Timeless Real Estate for letting us use your location. And also, we want to welcome Bianca she was mentioned earlier as well. And Max he became the Vice President. And there's some exciting things coming up in 2026 with Sister City.*

- *I will be attending the Riverbank Chamber of Commerce Installation Awards dinner coming up soon.*
- *And if you want to know more about Riverbank, follow me and we're in for the ride.*

Councilmember Uribe:

- *First, I'm looking forward to 2026 working with all of Council, working with all of Staff and everybody. And I hope we have an even better year than we did in 2025.*
- *The only thing I will highlight today is just going to echo what Olivia had mentioned Installation Dinner. So, the Riverbank Chamber is doing their Installation Dinner Awards for Citizen of the year, Business of the year, Youth of the year. It's happening down the street right here at Antigua. It's at 6:00 pm. I mean, you guys are about to sell out on tickets, so please get your tickets as soon as possible. Reach out to Olivia. Doors open 5:30pm and see you guys there should be a fun time.*

Councilmember Fosi:

- *Welcome back Happy new Year. I will say I was in Ohio and it's much warmer here and I love seeing the sun, so I'm glad to be home.*
- *Historical Society is having their Installation Dinner and General Meeting at Perko's on Friday, February 6th from 6:00pm to 8:00pm.*
- *The Women's Club will have their first meeting this year on January 20th at Scout Hall at 6:30pm. I hope to see you there.*

Councilmember Call:

- *I first wanted to provide the Sierra House December day use facility stats 143 showers were had in 146 meals served in the month of December 91 of them were men and 62 were women. These numbers do represent a duplicated count between January 1st and December 31st of last year, we admitted 63 new individuals to the day use facility, admitted means they completed an intake form and received services from the day use facility at least once.*
- *Then I just wanted to touch on the Polar Plunge. I the first year I did it, I did it for efforts towards Foster Love 209 and we were very successful with that. And this year we chose Children's Crisis Center of Stanislaus County, which is near and dear to my heart. So, we were able to raise \$1,775 and it sounds like I got another \$500 commitment tonight. So, I actually went to the Children's Crisis Center house to deliver the funds. And I'm touching on this because it's a County effort and it impacts all of the children within our County. But Lieutenant Conda actually took me to the house that I attended as a child, and it was the most emotional experience I've ever seen. They served 32 children. Currently during the day, they have five overnight children. So, these homes house these children overnight to keep them safe from whatever situation they're in. So, I don't think*

they're listening, but I just want to thank Children's Crisis Center for all that they do for our youth in the County.

Item 14.3 Mayor/Chair

Mayor Hernandez:

- Did we mention the Library grand opening? Their opening this Saturday they have been temporarily housed at the Teen Center while they have been renovating. Just down the street from the Library. So, this Saturday at 10:00am they are going to do a grand opening, which is pretty exciting and an opportunity to reengage our community to visit the Library.*
- The Riverbank Youth Council is selling tickets for Applebee's this Saturday. Please contact me or any other youth that for tickets.*

15. 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 15.1 **LIABILITY CLAIMS**

(Pursuant to Govt. Code § 54961)

Agency Claimed Against: City of Riverbank

Claimant: Anthony Campos Martinez, A Minor, by and through, Alma Campos.

Item 15.2 **CONFERENCE WITH REAL PROPERTY NEGOTIATIONS**

(Pursuant to Govt. Code § 54956.8)

Property: 3313 Santa Fe St. (APN: 132-009-056)

Agency Negotiator: Marisela H. Garcia, City Manager

Property Negotiator: Lana Clayton

Under Negotiation: Price, terms of payment, or both

*There being no public comment, Mayor Hernandez motion to closed Session
9:53 P.M.*

Reconvened from Closed Session at 10:14 P.M.

16. REPORT FROM CLOSED SESSION

Item 16.1 **Report from Closed Session Item 15.1**

LIABILITY CLAIMS

(Pursuant to Govt. Code § 54961)

Agency Claimed Against: City of Riverbank

Claimant: Anthony Campos Martinez, A Minor, by and through, Alma Campos.

ACTION: *Claim was rejected by a Vote of 5/0.*

Item 16.2 **Report from Closed Session Item 15.2**
CONFERENCE WITH REAL PROPERTY NEGOTIATIONS
(Pursuant to Govt. Code § 54956.8)
Property: 3313 Santa Fe St. (APN: 132-009-056)
Agency Negotiator: Marisela H. Garcia, City Manager
Property Negotiator: Lana Clayton
Under Negotiation: Price, terms of payment, or both

DIRECTION: *Direction was provided to Staff.*

17. ADJOURNMENT OF THE REGULAR MEETING

There being no further business, Mayor / Chair Hernandez adjourned the regular meeting at 10:14 P.M. to the next regular scheduled City Council / LRA Meeting of January 27, 2026.

ATTEST: (Adopted 01/27/2026)

APPROVED:

Gabriela Hernandez, CMC
City Clerk / LRA Recorder

Rachel Hernandez
Mayor/ Chair

2026 List of Appointments

(Ratified on January 13, 2026)

BOARD / COMMITTEE	COUNCIL REPRESENTATIVE (2026 - Appointments)
<u>LEAGUE OF CALIFORNIA CITIES</u> <u>CENTRAL VALLEY DIVISION EXECUTIVE COMMITTEE</u> Meets: March 12, June 11, September 10, December 10, September 24 & 25 (Annual Conference) Location: It rotates among the Northern and Southern central valley cities, TBD. (Annual breakfast meeting of the year takes place at the League's Annual Conference in September) The Central Valley Division (CVD) is led by an executive committee made up of local government officials who provide overall guidance and direction for CVD activities. These activities provide a variety of avenues for individuals to take the opportunity to exchange ideas and information and share the advantages of cooperative advocacy.	CM Stacy Call (Primary) CM Luis Uribe (Alternate)
<u>San Joaquin Valley Air Pollution Control District</u> <u>Special City Selection Committee</u> Meets: At least once annually and as needed Location: Northern Region Office, 4800 Enterprise Way, Modesto This Committee's purpose is to appoint (5) Council Members to the San Joaquin Valley Air Pollution Control District's Governing Board.	CM Luis Uribe (Primary) Vice Mayor John Pimentel (Alternate)
<u>STANCOG – POLICY BOARD</u> Meets: The 3rd Wednesday of each month; 6:pm Location: 1111 I Street, Suite 308, Modesto To work together with local cities to enhance communication, cooperation and comprehensive planning in dealing with regional transportation issues.	Mayor Rachel Hernandez (Primary) CM Stacy Call (Alternate)
<u>STANISLAUS HOMELESS ALLIANCE BOARD</u> <u>(RESOLUTION NO. 2019-032)</u> Meets: 1st Wednesday of Each Month at 5:30 pm Location: Tenth Street Place, Board Chambers, 1010 10th Street (Basement), Modesto The Alliance Is a Collaborative Board formed to align Homeless Service, Planning, & Funding among Stakeholders in Stanislaus County. The Board consists of several Community Leaders of Governmental and Nongovernmental Entities. A Primary Voting Member Is appointed by the City Council annually. An Alternate Member may be an elected official or an executive-level administrative official in each government entity.	CM Cindy Fosi (Primary) Vice Mayor John Pimentel (Alternate)

2026 List of Appointments

(Ratified on January 13, 2026)

BOARD / COMMITTEE	COUNCIL REPRESENTATIVE (2026 - Appointments)
<u>STANISLAUS OFFICE OF EMERGENCY SERVICES</u> <u>DISASTER COUNCIL</u> Meets: April 30th & October 29th Location 1010 10th Street Place, Modesto Board of Supervisors Basement To make recommendations to local governing agencies on matters pertinent to development of mitigation, disaster preparedness, response & recovery plans, and programs for any potential local emergency.	Vice Mayor Cindy Fosi (Primary) Councilmember Stacy Call (Alternate) (*Note: The appointed Councilmember serves a 2-year term ending 12/2026)
<u>Project Resolve (PR)</u> Meets: Every other month starting at 8am. The first half hour is networking over breakfast with a 90-minute meeting starting at 8:30am. (1st Wednesday of the following months in 2026: February, April, June, August, October, December) Location: Residence Inn, 2902 Healthcare Way, Modesto A network resolved to build and sustain trust and strong relationships between law enforcement and community through our ongoing connection, learning, and testing of ideas.	CM Stacy Call (Primary) Mayor Rachel Hernandez (Alternate)
<u>Oakdale Ad Hoc Animal Shelter Subcommittee</u> Meets: As Necessary Location: City of Oakdale The Oakdale Police Department oversees animal services, its members help us improve services to our community and our four-legged friends.	CM Cindy Fosi (Primary) Markie Wallace (Alternate- Riverbank Resident)

2026 List of Appointments

(Ratified on January 13, 2026)

CITY / LRA COMMITTEES	COUNCIL / LRA LIAISON (2025 – Appointments)
<u>BUDGET ADVISORY COMMITTEE (BAC)</u> <u>Meets:</u> As needed <u>Location:</u> City Hall Council Chambers or City Hall South Conference Room This (6) resident member advisory committee, including (1) non-voting Council representative and a Council alternate, reviews and discusses the City’s operating budget and makes recommendations on projects, programs, and policies to the City Council.	CM Cindy Fosi (Primary) CM Luis Uribe (Alternate)
<u>SISTER CITY</u> <u>Meets:</u> As needed <u>Location:</u> TBD based on availability Formed for the purposes of establishing, maintaining, coordinating, and managing international relationships in cultural, educational, and economic areas, and promoting international friendship and goodwill. Riverbank’s two Sister Cities are Tamazula de Gordiano, Jalisco, Mexico and Fuyang, China.	CM Luis Uribe (Co-Primary) Vice Mayor John Pimentel (Co-Primary)
<u>YOUTH COUNCIL</u> <u>Meets:</u> 1st & 3rd Monday of each Month at 5:00pm (From August – May) <u>Location :</u> City Hall Council Chambers In June 2025, City Council established a Youth Council to provide high school students with opportunities to engage in local government, develop leadership skills, and represent the voice of youth in the community. Youth Council members will commit their time to attend meetings, participate in city-sponsored events, and contribute to the betterment of the Riverbank community.	Mayor Rachel Hernandez (Primary) CM Stacy Call (Alternate)

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.3

SECTION 9: CONSENT CALENDAR

Meeting Date:	January 27, 2026
Subject:	Resolution Approving the Award of a Pest Control Services Agreement to Clark Pest Control
From:	Marisela H. Garcia, City Manager
Submitted by:	Michael Patton, Parks and Recreation Director

RECOMMENDATION

It is recommended that the City Council approves the award and contract of the Pest Control Services Contract for City of Riverbank Buildings and Parks to Clark Pest Control in the amount of \$9,284.00 annually for three years.

SUMMARY

The Parks and Recreation Department issued a Request for Proposals (RFP) for pest control services for city-owned facilities and park buildings. The current arrangement for pest control services terminated after December 2025. The City of Riverbank issued a RFP on September 25, 2025 and closed on November 6, 2025. The city received only one response and the cost of the services far exceeded the previous annual payment. The city council provided direction to republish the RFP to gather additional proposals.

On December 6th, 2025, the department reissued the RFP. The RFP closed on January 12, 2026. The city received 4 proposals from local companies. After evaluating the proposals based on the criteria outlined in the RFP, which included experience and qualifications, cost, technical approach, and proposal quality, the department ranked Clark Pest Control as the highest ranked proposal.

BACKGROUND

In 2018, the City issued a Request for Proposals (RFP) for pest control services for City-owned facilities. Multiple proposals were received, and the most cost-effective bid came from Nortek Pest Control at \$3,984.00 annually. The City entered into an agreement with Nortek with the understanding that another RFP would be conducted after three years. However, the RFP process was never repeated, and Nortek continued providing services at the same annual rate without a new contract.

In 2025, while reviewing vendor agreements, staff discovered that the City no longer had a current, fully executed agreement with Nortek. Nortek also confirmed that no valid contract existed between the two parties. To secure an updated agreement and obtain current pricing—given that the existing rate dated back to 2018—staff began preparing a new RFP for pest control services.

The RFP was published on September 25, 2025, with proposals due November 6, 2025. Staff contacted five local pest control companies, inviting them to review the RFP and submit proposals. A pre-bid meeting was held on October 24, 2025, during which only one company, Dewey Services, Inc., attended and expressed interest.

When the proposal deadline arrived, the City received zero submissions. Staff contacted Dewey Services, Inc. to understand why they chose not to submit a proposal. The company explained that the RFP required prevailing wage, and the additional administrative and labor costs made the project financially unfeasible. Staff then consulted the City Attorney, who confirmed that pest control services are not subject to prevailing wage requirements. Staff also asked whether the RFP needed to be reissued to remove that requirement. The City Attorney advised that because a full RFP process had already been completed, the City could proceed with obtaining a proposal directly.

Staff relayed this clarification to Dewey Services, Inc., and the company subsequently submitted a proposal. Their proposal included an annual cost of \$10,590.00, representing an increase of \$6,606.00 compared to the City's current annual cost of \$3,984.00 for similar services.

On December 9, 2025, the Director of Parks and Recreation presented the City Council the Dewey Pest Control Services proposal with the options to accept the proposal or to reissue the RFP. The City Council provided the guidance to reissue the RFP. Parks and Recreation staff reissued the RFP on December 12, 2025. Staff contacted 9 different pest control companies in the area with the RFP in hopes to garner more submissions. The RFP deadline was scheduled for January 12, 2026.

The City had received four proposals from Dewey Pest Control, Clark Pest Control, Galatians Pest Control, and Allpro Pest Control. Staff reviewed the proposals based on criteria provided in the RFP which was:

1. Experience and Qualifications (30%),
2. Cost (30%),
3. Technical Approach (30%), and
4. Proposal Quality (10%)

After rating the proposals based on the criteria, the following are the scores:

1. Clark Pest Control: 8.8,
2. Allpro Pest Control: 8.6,
3. Galatians Pest Control: 6.6,
4. Dewey Pest Control: 6.2.

Based on the evaluation criteria, staff is prepared to recommend Clark Pest Control for the award of the pest control contract. Clark Pest Control received the highest rating due to their previous experience working for municipalities, submission of all requested documents, and strong outline of ability to provide the services requested.

STRATEGIC PLAN

A goal of the 2025–2030 City Strategic Plan is to prioritize financial stability, including the strategy to evaluate all contracts and partnerships for cost-effectiveness. Awarding this pest control contract supports that strategy by reviewing and updating the City's current agreements. While the recommended proposal is not the lowest annual cost, staff determined it offers the most comprehensive services, allowing for easier oversight and ensuring work is completed on time and to a high standard.

FINANCIAL IMPACT

The recommended proposal has an annual cost of \$9,284.00, compared to the City's current pest control cost of \$3,984.00, resulting in an increase of \$5,300.00. Of this amount, \$1,741.80 will be funded through the water and sewer enterprise accounts for facilities that support those operations. The remaining \$3,558.20 will be funded annually by the General Fund.

ATTACHMENTS

1. Resolution
2. Pest Control Services Agreement
3. Bid and Evaluation Sheets
4. Proposals from Clark Pest Control, Dewey Pest Control, Galatians Pest Control, and Allpro Pest Control.

CITY OF RIVERBANK

RESOLUTION 2026-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK
APPROVING THE AWARD OF A PEST CONTROL SERVICES AGREEMENT TO
CLARK PEST CONTROL**

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

WHEREAS, the City of Riverbank requires ongoing pest control services for City-owned facilities and park buildings to ensure safe, clean, and well-maintained public spaces; and

WHEREAS, the Parks and Recreation Department issued a Request for Proposals (RFP) for pest control services, which was reissued on December 12, 2025, and closed on January 12, 2026, resulting in four qualified proposals; and

WHEREAS, proposals were evaluated based on the criteria established in the RFP, including experience and qualifications, cost, technical approach, and proposal quality; and

WHEREAS, after evaluation, Clark Pest Control received the highest overall ranking due to its municipal experience, comprehensive proposal, and demonstrated ability to provide high-quality services; and

WHEREAS, the annual cost of the contract with Clark Pest Control is \$9,284.00 over three years.

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE
CITY OF RIVERBANK HEREBY:**

1. Approves the award of the Pest Control Services Agreement for City of Riverbank buildings and parks to Clark Pest Control in the annual amount of \$9,284.00; and
2. Authorizes the City Manager to execute the agreement and any related documents necessary to implement this Resolution.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 27th day of January, 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: Pest Control Services Agreement

**CITY OF RIVERBANK
PROJECT: PEST CONTROL SERVICES**

PEST CONTROL SERVICES AGREEMENT

THIS PEST CONTROL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of July, 2025, by and between the City of Riverbank, a California municipal corporation ("City") and Clark Pest Control, ("Contractor") (each individually a "Party" and collectively the "Parties"). There are no other parties to this Agreement.

RECITALS

- A. Contractor is a duly qualified, licensed contractor, with a California Department of Industrial Relations number 1000922429.
- B. The City Manager, as authorized under Riverbank Municipal Code section 33.16, finds that it is necessary and desirable to employ the services of Contractor to perform services on the above referenced project (the "Project").
- C. Contractor proposes to provide pest control services to City, a description of which is attached hereto as Exhibit A ("Services"). The Services shall include a schedule for providing the Services and a description of the rate and method of payment to Contractor for its performance of the Services under this Agreement ("Compensation").

NOW, THEREFORE, in consideration of the promises and covenants set forth below, the Parties agree as follows:

AGREEMENT

Section 1. Recitals. The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 19 of this Agreement, Sections 1 through 19 shall control.

Section 2. Term. The term of this Agreement shall be 3 years and will commence on the February 1, 2026 (Effective Date), as defined herein, and terminate on January 31, 2029 ("Term") unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement. The cost of living rate increase will be reviewed on an annual basis and adjustments will be made if agreed by both parties.

Section 3. Work.

(a) *Services.* Subject to the terms and conditions set forth in this Agreement, Contractor shall perform the Services described in Exhibit A. Contractor shall not receive additional

compensation for the performance of any services unless they are included in Exhibit A, or the Parties agree otherwise in writing.

(b) *Modification of Services.* Only the City Manager may authorize extra or changed work. Failure of Contractor to secure such a written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further waives any and all right or remedy by way of restitution or quantum meruit for any and all extra work performed without such express and prior written authorization from the Director of Parks and Recreation Director or Park and Facility Supervisor.

Section 4. Time of Performance. Contractor warrants that it will commence performance of the Services on the Effective Date.

Section 5. Payment. City shall pay Contractor for all Services described in Exhibit A which are to be performed by Contractor.

(a) *Amount, Time and Manner of Payment for Services.* City shall pay Contractor according to the rates and timing set forth in Exhibit B.

(b) *Subsequent Payments.* City shall make payments every other month in the amount invoiced by Contractor within thirty (30) calendar days of receiving such invoice. In the event that an amount of an invoice is in dispute, City shall inform Contractor of the amount and basis for the dispute and may withhold the amount which is in dispute until the dispute has been resolved.

(c) *Invoices.* Contractor shall provide City with invoices every other month sufficiently evidencing Contractor's expenses and completion of the Services. All invoices furnished to City by Contractor shall be in a form approved by City. The payments specified shall be the only payments made to Contractor for performance of the Services including compensation for any modification. Contractor shall submit all billings for Services to City within forty-five (45) days of the performance of such Services. City shall issue payment according to City's customary procedures and practices for issuing payments to independent contractors.

Section 6. Representations of Contractor. City relies upon the following representations by Contractor in entering into this Agreement:

(a) *Standard of Care.* City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that it is qualified to perform the Services provided in Exhibit A and that all of its work will be performed in compliance with all applicable federal, state and local laws.

(b) *Independent Contractor.* In performing the services hereinafter specified, Contractor shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of City, and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits City provides its employees. In the event City exercises its right to terminate this Agreement, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between City and Contractor.

(c) *Taxes.* Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold City harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case City is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish City with proof of payment of taxes on these earnings.

(d) *Authority.* Contractor represents that it possesses the necessary licenses, permits required to perform the Services or will obtain such licenses or permits prior to the time such licenses or permits are required. Contractor shall also ensure that all subcontractors are similarly licensed and qualified. Contractor represents and warrants to City that Contractor shall, at Contractor's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice Contractor's profession at the time the Services are rendered.

(e) *Warranty.* Contractor warrants that the work performed shall be free of defects for a period of one (1) year from project completion. If any installation fails as the result of the workmanship of Contractor, Contractor shall repair or replace the defective installation at no cost to City. Warranty work shall be performed within ten (10) business days of notice by City that such work is required.

(f) *Records Maintenance.* Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compassable under this Agreement and shall make such documents and records available to City for inspection at any reasonable time. Contractor shall maintain such records for a period of not less than five (5) years following completion of work hereunder.

(g) *No Conflict of Interest.* Contractor represents that no conflict of interest will be created under State or federal law by entering into or in carrying out this Agreement. Contractor further promises that in the performance of this Agreement, no person having such interest will be knowingly employed. If legally required or reasonably requested by City, Contractor shall complete and file, and shall cause any person doing work under this Agreement to complete

and file a Statement of Economic Interest with the Stanislaus County Clerk disclosing their financial interests.

(h) *Nondiscrimination.* Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability or national origin.

Section 7. Conformity with Law and Safety. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the American with Disabilities Act, any copyright, patent or trademark law and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor's failure to comply with any laws, ordinances, codes or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the City's risk manager by telephone. If any accident occurs in connection with this Agreement, Contractor shall promptly submit a written report to City, in such form as the City may require. This report shall include the following information: (a) name and address of the injured or deceased persons; (b) name and address of Contractor's subcontractor, if any; (c) name and address of Contractor's liability insurance carrier; and (d) a detailed description of the accident, including whether any of City's equipment, tools or materials were involved.

If a release of a hazardous material, substance, or waste occurs in connection with the performance of this Agreement, Contractor shall immediately notify City. Contractor shall not store hazardous materials or hazardous waste within the City limits without a proper permit from City.

Section 8. Assurance of Performance. If, at any time, City believes Contractor may not be adequately performing its obligations under this Agreement or may fail to complete the Services as required by this Agreement, City may submit a written request to Contractor for written assurances of performance and a plan to correct observed deficiencies in Contractor's performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

Section 9. Excusable Delays. Contractor shall not be in breach of this Agreement in the event that performance of Services is temporarily interrupted or discontinued due to a "Force Majeure" event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, explosion,

natural disasters such as floods, earthquakes, landslides, fires, strikes, lockouts and other labor disturbances or other catastrophic events, which are beyond the reasonable control of Contractor. Force Majeure does not include: (a) Contractor's financial inability to perform; (b) Contractor's failure to obtain any necessary permits or licenses from other governmental agencies; or (c) Contractor's failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Contractor.

Section 10. Assignment Prohibited. No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

Section 11. Ownership and Disclosure of Work Product. City shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, specifications, copies of correspondence, maps, or other pertinent data and information gathered or computed by Contractor ("Work Product") in the performance of and prior to termination of this Agreement by City or upon completion of the work pursuant to this Agreement. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of City, during the term of this Agreement and for a period of one hundred eighty (180) days following expiration of the term of the Agreement.

When this Agreement is terminated, Contractor agrees to return to City all documents, drawings, photographs and other written or graphic material, however produced, that it received from City, its contractors or agents, in connection with the performance of its Services under this Agreement. All materials shall be returned in the same condition as received.

Section 12. Termination by Default. If a Party should fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violates any of the terms of this Agreement (the "Defaulting Party"), the other Party shall give notice to the Defaulting Party and allow such Party ten (10) days to correct such deficiency. If the Defaulting Party does not correct such deficiency, the other Party may immediately terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, Contractor shall be entitled to receive payment for all services satisfactorily rendered, provided, however, there shall be deducted from such amount the amount of damage, if any, sustained by virtue of any breach of this Agreement by Contractor. If payment under this Agreement is based upon a lump sum in total or by individual task, payment for services satisfactorily rendered shall be an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total fee, provided, however, that there shall be deducted from such amount the amount of damage, if any sustained by City by virtue of any breach of this Agreement by Contractor.

(a) Contractor shall deliver copies of all Work Products prepared by it pursuant to this Agreement.

(b) If City terminates this Agreement before Contractor commences any Services hereunder, whichever last occurs, City shall not be obligated to make any payment to Contractor. If City terminates this Agreement after Contractor has commenced performance under this Agreement, City shall pay Contractor the reasonable value of the Services rendered by Contractor pursuant to this Agreement prior to termination of this Agreement. City shall not in any manner be liable for Contractor's actual or projected lost profits had Contractor completed the Services. Contractor shall furnish to City such financial information, as in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Contractor prior to termination.

(c) Except as provided in this Agreement, in no event shall City be liable for costs incurred by or on behalf of Contractor after the date of the notice of termination.

Section 13. Liability for Breach. Neither Party waives the right to recover damages against the other for breach of this Agreement including any amount necessary to compensate City for all detriment proximately caused by Contractor's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Contractor. City shall not in any manner be liable for Contractor's actual or projected lost profits had Contractor completed the Services required by this Agreement. In the event of Termination by either Party, copies of all finished or unfinished Work Product shall become the property of City. Notwithstanding the above, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

Section 14. Insurance Coverage. During the Term, the Contractor shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A M Best's rating of no less than A VII, and will provide the City with written proof of said insurance. Contractor shall maintain coverage as follows:

(a) *General Liability.* Contractor shall carry commercial general liability insurance in an amount no less than One Million Dollars (\$1,000,000.00) combined single limit for each occurrence, covering bodily injury and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Two Million Dollars (\$2,000,000.00). Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

"City of Riverbank, its officers and employees are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

"The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability."

"The insurance provided herein is primary coverage to the City of Riverbank with respect to any insurance or self-insurance programs maintained by City."

"This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the City of Riverbank, Attention: City Manager."

(b) *Worker's Compensation Insurance and Employer's Liability.* Contractor shall carry workers' compensation insurance as required by the State of California under the Labor Code. Said policy shall be endorsed with the following specific language:

"This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to City of Riverbank, Attention: City Manager."

(c) *Automobile Liability Insurance.* Contractor shall carry Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

"This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the City of Riverbank, Attention: City Manager."

(d) *Documentation.* The following documentation shall be submitted to City:

(i) Properly executed certificates of Insurance clearly evidencing all coverages, limits and endorsements required above ("Certificates"). Said Certificates shall be submitted prior to the execution of this Agreement.

(ii) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted prior to the execution of this Agreement.

(iii) Upon City's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of City's request.

(iv) Coverages shall contain no special limitations on the scope of protection afforded to the City, and shall contain standard separation of insured provisions.

(e) *Policy Obligations.* Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(f) *Material Breach.* If Contractor, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. City, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance. These remedies shall be in addition to any other remedies available to City.

Section 15. Indemnification. Contractor shall defend, indemnify hold harmless and release City, and City's elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents") from and against any and all actions, claims, loss, cost, damage, injury (including, without limitation, disability, injury or death of an employee of Contractor or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to or relate to any negligent or willful acts or omissions of Contractor, or any direct or indirect subcontractor, employee, contractor, representative or agent of Contractor, or anyone that Contractor controls (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify City and City's Agents shall apply to the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), but shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of City or City's Agents. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under Workers' Compensation acts, disability benefits acts or other employee benefit acts.

Section 16. Notices. Any notice or communication required hereunder between City and Contractor must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City: City of Riverbank
6707 3rd Street
Riverbank, California 95367
Attention: City Manager

With courtesy copy to: White Brenner LLP
1414 K Street, Third Floor
Sacramento, California, 95814
Attention: Douglas L. White, Esq.

If to Contractor: Clark Pest Control
480 E. Service Road, .
Modesto, CA. 95358

Section 17. Exhibits. All "Exhibits" referred to below or attached to herein are by this reference incorporated into this Agreement:

<u>Exhibit Designation</u>	<u>Exhibit Title</u>
Exhibit A:	Services
Exhibit B:	Proposal Cost

Section 18. General Provisions.

(a) *Modification.* No alteration, amendment, modification, or termination of this Agreement shall be valid unless made in writing and executed by all Parties.

(b) *Waiver.* No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

(c) *Authority.* Each Party warrants and represents that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with.

(d) *Drafting and Ambiguities.* Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement. As such, this Agreement shall be construed to be drafted by both Parties and the rule of construction that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

(e) *Governing Law*. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(f) *Venue*. Venue for all legal proceedings shall be in the Superior Court of California for the County of Stanislaus.

(g) *Severability*. If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

(h) *Counterparts*. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

(i) *Audit*. City shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Contractor's charges to City under this Agreement.

(j) *Entire Agreement*. This Agreement, together with its specific references, attachments and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof, and supersedes any and all prior negotiations, understanding and agreements with respect hereto, whether oral or written.

(k) *Mandatory and Permissive*. "Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

(l) *Headings*. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

(m) *Attorney's Fees and Costs*. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

(n) *Necessary Acts and Further Assurances*. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

(o) *Time is of the Essence.* Time is of the essence in this Agreement for each covenant and term of a condition herein.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, this Agreement has been entered into by and between City and Contractor as of the Effective Date.

CITY:

CITY OF RIVERBANK, a California
municipal corporation

By: _____
Marisela Garcia, City Manager

Date: _____

CONTRACTOR:

Clark Pest Control.

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Tom Hallinan, City Attorney

EXHIBIT A: SERVICES

Contractor shall perform and complete the following (or attached) Services in accordance with the details and specifications described in the proposal for the Request for Proposals and its Addendums.

The purpose of this contract is to ensure that all designated City of Riverbank facilities remain free from pest infestations that may pose health, safety, or property concerns. The contractor shall provide consistent, high-quality pest control services in accordance with industry best practices and in compliance with all applicable federal, state, and local regulations.

SERVICE LOCATIONS

The contractor shall provide pest control services at, but not limited to, the following facilities:

City Buildings: City Hall Buildings, Police Services Building, Community Center, Public Works Corporation Yard, Teen Center, Scout Hall, and other administrative offices as designated.

Parks & Recreation Facilities: Castleberg Park (snack bar, storage facilities, restrooms), Riverbank Sports Complex (snack bar, storage, restrooms), and the Riverbank Community Pool (locker rooms, restrooms, office, and surrounding perimeter).

Special Facilities: Wastewater Treatment Plant, and other City-owned operational facilities as designated by staff.

Additional Locations: Other City parks, facilities, or event spaces as may be added during the term of the contract.

SERVICE FREQUENCY

Every Other Month (Bi-Monthly): All standard facilities and locations.

Seasonal (May through September): Community Pool and associated facilities.

As Needed (On-Call): Emergency pest infestations or problem areas requiring immediate attention.

TARGET PESTS

Services shall address, but not be limited to, the control of the following pests:

Crawling Insects: ants, cockroaches, spiders, earwigs, silverfish, beetles.

Flying Insects: wasps, yellow jackets, mosquitoes, gnats.

Rodents: rats, mice, ground squirrels, gophers.

Termites and wood-destroying organisms (as needed and with prior approval).

SERVICE REQUIREMENTS

Interior and Exterior Treatments: Contractor shall apply treatments to building perimeters, entryways, and interiors where infestations or conditions warrant. Special attention shall be given to concession areas, restrooms, locker rooms, storage facilities, and office spaces.

Integrated Pest Management (IPM): Contractor shall utilize IPM techniques that minimize chemical use while maintaining effective control. This includes monitoring, sanitation recommendations, and mechanical control where appropriate.

Emergency Response: Contractor must respond to emergency service calls within 24 hours of notification by City staff.

Recordkeeping and Reporting: A written service report shall be provided following each visit, detailing the facility serviced, date, type of treatment performed, products used (including EPA registration numbers), and any recommended corrective actions.

Safety and Compliance: All chemical applications shall be performed in compliance with EPA, OSHA, and California Department of Pesticide Regulation standards. Contractor shall ensure that treatments are safe for public spaces, including playgrounds, parks, and community-use facilities.

Signage and Notification: Contractor shall post proper warning notices where required and communicate with City staff and residents prior to treatment in public areas.

CONTRACTOR QUALIFICATIONS

To ensure high-quality service and compliance with all applicable laws and regulations, the successful contractor must meet the following minimum qualifications:

Licensing & Certification: Possess a valid California Structural Pest Control License issued by the Structural Pest Control Board. Maintain all applicable California Department of Pesticide Regulation (DPR) licenses, certificates, and registrations. Ensure that all personnel applying pesticides hold current Qualified Applicator Certificates (QAC) or Qualified Applicator Licenses (QAL), as appropriate.

Experience: Demonstrated ability to perform pest control in diverse settings, including office buildings, community-use facilities, parks, pools, snack bars, and utility sites. Experience implementing Integrated Pest Management (IPM) practices, with examples of successful projects preferred.

Staffing & Training: Personnel must be clearly identifiable in clean company uniforms, trained, and knowledgeable about safety protocols and equipment. Any individual applying or handling chemicals must either possess a Qualified Applicator Certificate (QAC) issued by the California Department of Pesticide Regulation or be immediately trained by a staff member with this certification. They must be capable of adhering to and reporting in accordance with current MS-4 regulations. It is preferred that a certified arborist be available.

The selected contractor must ensure that sufficient staff is available to meet the needs throughout the duration of the contract. This includes providing personnel for regular maintenance services as well as accommodating any unforeseen or emergency needs.

Regular coordination with the City of Riverbank will be required to ensure that staffing levels are adequate for scheduled events, peak usage times, or any special requests that may arise during the course of the contract.

The selected contractor and subcontractors who submit a proposal are required to have a current license and be listed with the Department of Industrial Relations (DIR) in accordance with Bill 854 and are subject to verification through the Contractors State Licensing Board and DIR. (Pursuant to Labor Code section 1725.5).

Conduct ongoing staff training to ensure compliance with evolving regulations, safety standards, and IPM techniques.

Staff working at sensitive sites (City Hall, Police Services, Community Pool, etc.) must undergo background checks and be approved by the City prior to assignment.

Equipment: All vehicles must be clearly marked with the selected contractor's logo. Additionally, all equipment should be well-maintained, in good working condition, and suitable for the scope of work.

Safety: The selected contractor must prioritize the safety and well-being of all personnel, City staff, and the public throughout the duration of the contract. The contractor shall adhere to all applicable safety regulations, standards, and best practices, ensuring a safe work environment at all times.

All staff members working for the selected contractor must undergo safety training relevant to their job duties, including: Basic workplace safety training, including the use of personal protective equipment (PPE), specialized training for equipment operation, chemical handling, and hazardous materials, first aid/CPR certification for key personnel, and ongoing safety refresher courses throughout the duration of the contract

The selected contractor must ensure that all personnel are equipped with and wear appropriate PPE at all times while on-site.

The contractor must ensure that all equipment is maintained and operated in a safe manner, in compliance with safety regulations and standards.

Public Relations: The selected contractor is expected to maintain a positive relationship with the City of Riverbank, residents, and the public throughout the duration of the contract. Effective communication, transparency, and responsiveness to public inquiries are key components of this relationship. The contractor shall ensure that all interactions with the community are professional, respectful, and aligned with the City's values and objectives.

Communication and Coordination with the City: The contractor will designate a primary point of contact who will be responsible for all communication with the City of Riverbank's designated representative. This contact should be accessible and responsive to inquiries or concerns raised by the City. The contractor must provide the city with a routine schedule to complete the scope of work. Status updates to the City on the progress of the work, challenges, and any changes to the schedule. Prompt notification of any issues or delays that may impact the timeline or scope of work. Regular meetings as requested by the City to discuss progress, upcoming work, and any necessary adjustments.

Community Engagement and Public Notices: The contractor will be expected to coordinate with the City to ensure that the public is informed of any disruptions or changes to services, such as temporary closures, traffic diversions, or maintenance schedules. This may include posting notifications on City websites, social media, or other public platforms as directed by the City, providing advance notice for work that may cause noise, dust, or other disturbances to the surrounding community, engaging with residents, especially when work may impact high-traffic areas, and addressing their concerns in a timely and professional manner.

Performance Standards and Evaluation: The selected contractor will be expected to meet or exceed the performance standards outlined in this Request for Proposals. Performance will be monitored to ensure that work is completed according to the specified requirements, within the agreed-upon timelines, and with a high level of quality. The City of Riverbank will evaluate the contractor's performance based on the following criteria:

Quality of Work: All services must meet the specifications outlined in the RFP and contract. Work will be evaluated for adherence to quality standards, including consistency, attention to detail, and overall workmanship.

Timeliness and Adherence to Schedule: The contractor must complete all tasks within the agreed-upon timeframe. Delays or missed deadlines will be reviewed and may affect evaluation scores.

Safety Compliance: All work must be performed in accordance with the established safety protocols. Compliance with federal, state, and local safety regulations will be assessed.

Public Relations and Customer Service: The contractor must engage with the public and City staff in a professional, respectful manner. Responsiveness to inquiries, concerns, and complaints will be part of the performance evaluation.

Communication and Reporting: Regular updates to the City regarding work progress, challenges, and completion of milestones will be evaluated. Clear, timely communication with the City is essential.

Equipment and Resource Management: The contractor's management of equipment, materials, and personnel will be assessed to ensure optimal performance and minimal downtime.

Inspection and Quality Assurance: The City will conduct periodic inspections to evaluate the quality of work. These inspections will assess work completed in accordance with the project specifications, adherence to safety standards and the overall condition and cleanliness of the worksite. The contractor will be expected to promptly address any deficiencies identified during inspections. If work does not meet the required standards, the City may request rework or additional corrective actions at no extra cost to the City.

Performance Reviews: The contractor's performance will be formally reviewed on a regular basis, with the following provisions:

Periodic Reviews: Performance evaluations will be conducted periodically, depending on the scope, duration of the contract, and overall satisfaction of the City. These reviews will include feedback on the contractor's work quality, adherence to timelines, and safety practices.

Reports: The contractor must maintain reports detailing work completed, upcoming tasks, and any issues or delays that have occurred. These reports should be submitted in a timely manner upon request.

Feedback from City Staff and Public: Feedback from the City's designated representative, residents, and other stakeholders will be considered in the evaluation process. This may include responses to surveys, community concerns, or direct feedback regarding the contractor's performance.

Non-Compliance and Corrective Action: If the contractor fails to meet any performance standard or deadline, the City will provide written notice of the deficiency and request corrective action. The contractor will be given a reasonable amount of time to address the issue. If corrective actions are not satisfactorily implemented, the City reserves the right to:

Issue a performance warning or require additional oversight.

Apply financial penalties as specified in the contract.

Terminate the contract for non-performance if issues persist or are deemed significant enough to disrupt the contract.

Compliance & Safety Record: The selected contractor must have demonstrated record of regulatory compliance with the California Structural Pest Control Board, DPR, EPA, OSHA, and other relevant agencies, no history of significant violations, license suspensions, or contract terminations within the past five (5) years, and documented safety program, including hazard communication, emergency response, and proper storage/disposal of chemicals.

EXHIBIT B: PROPOSAL COST

City shall pay Contractor according to the rates submitted in Contractor's proposal.

ATTACHMENT B**PEST CONTROL SERVICES FOR CITY OF RIVERBANK BUILDINGS AND PARKS
BID FORM**

FACILITY	NUMBER OF SERVICES PER YEAR	FEE PER MONTH	ANNUAL TOTAL
Sports Complex 2119 Morrill Road	6	\$ 84	\$504
Castleberg Park 5845 8th Street	6	\$ 90	\$ 540
Community Pool 6601 7th Street	4	\$ 98	\$ 392
Community Center Building 3600 Santa Fe	6	\$ 118	\$ 708
City Hall South 6617 Third Street	6	\$ 115	\$ 690
City Hall North 6707 Third Street	6	\$ 120	\$720
Scout Hall 3017 High Street	6	\$ 90	\$ 540
Sheriffs Office Building 6727 Third Street	6	\$110	\$ 660
Historical Society Museum Building 3237 Santa Fe	6	\$ 90	\$ 540
Teen Center 3600 A Santa Fe	6	\$115	\$690
Parks Trailer 2901 High Street	6	\$ 115	\$690
Public Works Corporation Yard CNG Building 2901 High Street	6	\$ 90	\$540
Public Works Administration Office 3012 High St.	6	\$ 90	\$540
Waste Water Treatment Plant 23865 Santa Fe Road Escalon, CA 95320	6	\$140	\$ 840
Sierra House 3344 Sierra Street	6	\$ 115	\$690
TOTAL	88	\$1,580	\$9,284

City of Riverbank Pest Control Bid Sheet

Facilities	Dewey Pest Control	Clark Pest Control	Galatians Pest Control	Allpro Pest Control
Sports Complex	\$750.00	\$504.00	\$600.00	\$450.00
Castleberg Park	\$750.00	\$540.00	\$600.00	\$450.00
Community Pool	\$540.00	\$392.00	\$340.00	\$300.00
Community Center	\$750.00	\$708.00	\$750.00	\$450.00
City Hall South	\$750.00	\$690.00	\$900.00	\$450.00
City Hall North	\$750.00	\$720.00	\$510.00	\$450.00
Scout Hall	\$750.00	\$540.00	\$510.00	\$450.00
Sheriffs Office Building	\$750.00	\$660.00	\$600.00	\$450.00
Historical Society Museum	\$810.00	\$540.00	\$600.00	\$450.00
Teen Center	\$750.00	\$690.00	\$600.00	\$450.00
Parks Trailer	\$810.00	\$690.00	\$510.00	\$450.00
Public Works Corp. Yard	\$810.00	\$540.00	\$510.00	\$450.00
Public Works Admin Office	\$810.00	\$540.00	\$510.00	\$450.00
Wastewater Treatment Plant	\$810.00	\$840.00	\$600.00	\$450.00
Sierra House	\$570.00	\$690.00	\$450.00	\$900.00

Total

\$11,160.00

\$9,284.00

\$8,590.00

\$7,050.00

City of Riverbank Pest Control Requested Docs

Proposers	Application Form (Attachment A)	Bid Form (Attachement B)	City of Riverbank Business License	Proof of Insurance	Proof of Licenses	Addendum #1 Acknowledgement	Additional Information
Dewey Pest Control	X	X		X	X	X	
Clark Pest Control	X	X	X	X	X	X	
Galatians Pest Control	X	X		X	X		
Allpro Pest Control	X	X		X	X	X	

City of Riverbank Pest Control Evaluation- Scale 1-10
--

Proposer	Experience & Qualifications (30%)	Cost Proposal (30%)	Technical Approach (30%)	Proposal Quality (10%)	Total
Dewey Pest Control	8	4	6	8	26
Clark Pest Control	10	6	10	10	36
Galatians Pest Control	6	8	6	6	26
Allpro Pest Control	8	10	8	8	34

Proposer	Experience & Qualifications (30%)	Cost Proposal (30%)	Technical Approach (30%)	Proposal Quality (10%)	Total
Dewey Pest Control	2.4	1.2	1.8	0.8	6.2
Clark Pest Control	3	1.8	3	1	8.8
Galatians Pest Control	1.8	2.4	1.8	0.6	6.6
Allpro Pest Control	2.4	3	2.4	0.8	8.6

ATTACHMENT A

PEST CONTROL SERVICES FOR CITY OF RIVERBANK BUILDINGS AND PARKS APPLICATION FORM

Instructions: Please complete this application form in its entirety and attach all required documentation. Incomplete applications may result in disqualification. Submit this form along with your proposal by the deadline specified in the RFP.

Applicant Information

Company Name: DEWEY SERVICES INC DBA DEWEY PEST CONTROL
 Primary Contact Name: GEORGE KUKKON
 Title/Position: BRANCH MANAGER
 Business Address: 5030 SALIDA BLVD, SALIDA CA
 Phone Number: 209-543-8355
 Email Address: GKUKKON@DEWEYPEST.COM
 Website (if applicable): HTTPS://DEWEYPEST.COM

Business Information

Business Type (e.g., LLC, Corporation, Sole Proprietorship): S CORPORATION
 Years in Business: 96
 City of Riverbank Business License Number: TBD - MOREJO 1207254
 DIR Number: 10000 25527
 Federal Tax ID Number: 95-315 2289
 Certifications (e.g., QAC, QAL, etc.):
QAL, DPR, STRUCTURAL PEST CONTROL OPERATOR
BRANCH 1, 2, + 3.

Experience and Qualifications

Number of Similar Contracts Completed in the Last 5 Years: 4
 List of Municipal or Public Agency Clients :
CITY OF LANCASTER, CITY OF ESCUNTO, CITY OF TORRANCE
CITY OF RIVERSIDE

References:

Provide at least three professional references.

Name: CHUCK SNYDOR

Phone: 559-554 2944

Email: CSNYDOR @ AGRICULTUREDISTRIBUTING.COM

Project Description: PRODUCTS AND EQUIPMENT

Name: PAUL MARSDEN

Phone: 925 818 2210

Email: PMARSDEN @ AHTNA.NET

Project Description: RODENT CONTROL

Name: GABRIEL A JORGE PRADO

Phone: 310-524-2709

Email: JPRADO @ ELSECONDO.ORG

Project Description: CITY OF ELSECONDO

Insurance

Attach proof of the following:

- General Liability Insurance
- Workers' Compensation Insurance
- Auto Insurance

Additional Attachments

Please include the following with your application:

- List of Personnel and Resumes
- Copy of Relevant Licenses and Certifications

Certification

By signing below, I certify that all information provided in this application is true and accurate to the best of my knowledge. I understand that any false information may result in disqualification or termination of the contract.

Authorized Representative Name (Print): George KLUKA

Title: BRANCH MANAGER

Signature: [Signature]

Date: 11-21-25

ATTACHMENT B

**PEST CONTROL SERVICES FOR CITY OF RIVERBANK BUILDINGS AND PARKS
BID FORM**

FACILITY	NUMBER OF MONTHS PER YEAR	FEE PER MONTH	ANNUAL TOTAL
Sports Complex 2119 Morrill Road	6	\$ 125	\$ 750
Castleberg Park 5845 8th Street	6	\$ 125	\$ 750
Community Pool 6601 7th Street	4	\$ 135	\$ 540
Community Center Building 3600 Santa Fe	6	\$ 125	\$ 750
City Hall South 6617 Third Street	6	\$ 125	\$ 750
City Hall North 6707 Third Street	6	\$ 125	\$ 750
Scout Hall 3017 High Street	6	\$ 125	\$ 750
Sheriffs Office Building 6727 Third Street	6	\$ 135	\$ 810
Historical Society Museum Building 3237 Santa Fe	6	\$ 125	\$ 750
Teen Center 3600 A Santa Fe	6	\$ 125	\$ 750
Parks Trailer 2901 High Street	6	\$ 135	\$ 810
Public Works Corporation Yard CNG Building 2901 High Street	6	\$ 135	\$ 810
Public Works Administration Office 3012 High St.	6	\$ 135	\$ 810
Waste Water Treatment Plant 23865 Santa Fe Road Escalon, CA 95320	6	\$ 135	\$ 810
Sierra House 3344 Sierra Street	6	\$ 95	\$ 570
TOTAL		1905	11,160

QUESTIONS AND ANSWERS

Q: How many rodent bait stations are located at the Wastewater Treatment Plant?

A: Currently, there is one rodent bait station at the Wastewater Treatment Plant. Rodent bait stations are not required unless an active rodent issue is present. The goal is to proactively address and mitigate rodent activity as needed. If no rodent activity is observed, bait stations are not necessary. However, if a significant rodent issue is identified, additional bait stations may be installed to effectively manage and mitigate the problem.

ACKNOWLEDGMENT OF ADDENDUM

All proposers must acknowledge receipt of this Addendum by signing below and including this form with their submitted proposal.

I acknowledge receipt of Addendum Number 1: REQUEST FOR PROPOSALS PEST CONTROL SERVICES FOR BUILDINGS AND PARKS for the City of Riverbank.

Company Name: Dewey Pest Control

Authorized Representative: George Kruk

Signature: [Signature]

Date: 12-22-2025

STRUCTURAL PEST CONTROL BOARD

LICENSING DETAILS FOR: 1652

NAME: DEWEY PEST SERVICES DBA

LICENSE TYPE: COMPANY REGISTRATION

LICENSE STATUS: CLEAR 

LICENSE OR REGISTRATION CLASS: BRANCH 1 & 2 & 3

ADDRESS

939 EAST UNION STREET

PASADENA CA 91106-1716

LOS ANGELES COUNTY

MAP

ISSUANCE DATE

DECEMBER 20, 1985

EXPIRATION DATE

N/A

CURRENT DATE / TIME

NOVEMBER 21, 2025

2:50:23 PM

OWNERS, QUALIFIED MANAGERS AND PRINCIPALS

❖ QUALIFIED MANAGER: BIESCHKE, JAMES BENEDICT

❖ QUALIFIED MANAGER: DEWEY, STEVEN R II

❖ QUALIFIED MANAGER: DEWEY, STEVEN R II



Structural Pest Control Board



Branch Office Registration

Fumigation-General Pest and Termite

REGISTRATION BR 4563

ISSUE DATE JANUARY 9, 1996

DEWEY PEST CONTROL CO-DEWEY SERVICES INC

5030 SALIDA BLVD

SALIDA CA 95368-9403

The above is registered with the State Structural Pest Control Board as a Corporation.

THIS REGISTRATION IS NOW, AND SHALL REMAIN, THE PROPERTY OF THE
STRUCTURAL PEST CONTROL BOARD AND SHALL BE SURRENDERED TO SAID
BOARD AT ANY TIME UPON DEMAND, PENDING FINAL ACTION AS TO
SUSPENSION, REVOCATION, OR RENEWAL OF SAME.

RECEIPT NUMBER 00008265

This Original Registration must be kept for the life of the registration and posted in Public View.
The above named is a registered Branch Office in the State of California.

This registration is issued pursuant to, and continues in effect subject to compliance with, the provisions of Chapter 14 of Division 3 of the Business and Professions Code of the State of California, and the Rules and Regulations established thereunder, and the above named registrant is duly authorized under said Chapter.

Registrations are non-transferable. You must notify the California Structural Pest Control Board within 30 days when there is a change of location. You must notify the California Structural Pest Control Board within 10 days when there is a change of Branch Office Supervisor.

STRUCTURAL PEST CONTROL BOARD
2005 EVERGREEN STREET, SUITE 1500
SACRAMENTO, CA 95815-3831
(916) 561-8704

----- POST IN PUBLIC VIEW -----



Stanislaus County
Agricultural Commissioner's Office and Sealer of Weights & Measures
3800 Cornucopia Way, Suite B
Modesto, Ca 95358

BUSINESS/LICENSE REGISTRATION

State of California
 Department of Pesticide Regulation
 Pest Management & Licensing Branch

For Registration in County of: Stanislaus

Type of Registration:	In	Out
Pest Control Advisor ¹	☐ \$10.00	☐ \$5.00
Pilot Apprentice ^{2,3}	☐ \$10.00	☐ \$5.00
Pilot Journeyman ²	☐ \$10.00	☐ \$5.00
Pest Control Business ²		☒ \$50.00
Maintenance Gardener ²		☐ \$25.00
Farm Labor Contractor ^{2,4}		☐ \$25.00
☐ Check#: ☐ Cash	Fee: \$	

Registration Expiration Date: December 31, 2025 (Year)

CONTACT INFORMATION

Name: George Krukou
 Address: 3444 Norton Ave
Modesto CA 95350
 Cell #: 209-338-8146
 Alternate #: 209-543-8355
 Fax #: 209-543-8354
 E-Mail: GKRUkov@DeweyPest.com



DEPARTMENT OF PESTICIDE REGULATION
 LICENSING/CERTIFICATION PROGRAM

QAL

QUALIFIED APPLICATOR LICENSE

LICENSE #: **105066**

EXPIRES: **12/31/2026**

Categories: ABD

Issued: **1/1/2025**

GEORGE M KRUKOV

5030 SALIDA BLVD
 SALIDA, CA 95368



This License must be shown to any representative of the Director or Commissioner upon request.

PEST CONTROL ADVISOR ¹

BUSINESS ² / FARM LABOR CONTRACTOR ⁴

Advisor's Employer:

Location: ☐ Main ☒ Branch ☐ Not Applicable

Employer Address:

Name: Dewey Pest Control

License #: 81288

☐ If Written Rec's address is same as above check here

Phone #: 209-543-8355

Written Recs are available (Street & City):

Address: 5030 SALIDA BLVD
SALIDA CA 95368

Extra Notes:

If Apprentice Pilot: Name(s) of Journeyman Pilot(s) Registered in County of Providing Supervision ³

Registration Conditions and worker safety information reviewed and received ⁴

☐ Yes

☐ No

Licensee Signature

[Signature]

12-30-24

Date

Agricultural Commissioner's Signature By

[Signature]

12/30/24

Date



CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED: January 01, 2025
EXPIRES: December 31, 2026

Pest Control Business - Branch LICENSE LICENSE NO. 31288

Invalid if insurance and/or qualified person(s) lapse before expiration date.

Mailing Address:

DEWEY PEST CONTROL
939 E UNION ST
PASADENA, CA 91106

Business Location

DEWEY PEST CONTROL
5030 SALIDA BLVD
SALIDA, CA 95351

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW

THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE

1. Please make sure the information on your license is correct.
2. Notify us immediately of any changes to your business (e.g., name, address, insurance carrier or qualified person).
3. If you lose your license, then you may request a new one for a \$20 fee.
4. Please refer to the license number located in the middle of the page when contacting us.
5. For more information, please contact us at (916) 445-4038 or at <licenseemail@cdpr.ca.gov>. Or you may write to

Department of Pesticide Regulation
Licensing and Certification Program
P.O. Box 4015
Sacramento, California 95812-4015



City of Modesto
P.O. Box 3442
Modesto, CA 95353



THIS LICENSE IS EVIDENCE THAT THE FEES REQUIRED UNDER TITLE VI OF THE MUNICIPAL CODE HAVE BEEN PAID TO THE CITY OF MODESTO FOR THE CONDUCT AND OPERATION OF THE BUSINESS AT THE PREMISES, AND BY THE PERSON OR FIRM INDICATED BELOW.

MDK0806A AUTO ALL FOR AADC 956
7000001975 00.0007.0261 1975/1



DEWEY PEST CONTROL
5030 SALIDA BLVD
SALIDA CA 95368-9403

NON-TRANSFERABLE - VOID IF ALTERED

Business License Certificate

Account Number 1207754

Expiration Date 6/30/2026

THIS LICENSE SHALL NOT ENTITLE LICENSEE TO OPERATE THIS BUSINESS WITHOUT COMPLYING WITH ALL REQUIREMENTS OF THE MODESTO MUNICIPAL CODE AND ALL STATE, FEDERAL, LOCAL AND ANY OTHER APPLICABLE LAWS. IT HAS BEEN ISSUED WITHOUT VERIFICATION THAT THE LICENSEE IS SUBJECT TO OR EXEMPT FROM LICENSING BY THE STATE OF CALIFORNIA.

INFORMATIONAL

- * MUST BE DISPLAYED IN PUBLIC VIEW
- * NOT AN ENDORSEMENT BY THE CITY
- * VOID IF TAX PAYMENTS NOT KEPT CURRENT

DeAnna Christensen
DIRECTOR OF FINANCE

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>

Owner(s) DEWEY SERVICES INC

Business Location

Business Type PEST CONTROL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 16000 N. Dallas Pkwy Suite 850 Dallas TX 75248	CONTACT NAME: PESTSURE CERTIFICATES	
	PHONE (A/C, No, Ext): 888-984-3813 FAX (A/C, No): 214-273-3193	
	E-MAIL ADDRESS: PESTSURECERTS@ALLIANT.COM	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Old Republic Insurance Company	24147
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 163171938 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			MWZY313733-25	10/1/2025	10/1/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			MWTB313749-25	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	MWC311397-25	1/1/2025	1/1/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All locations and operations for Dewey Services, Inc.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Hristina Phillips

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ATTACHMENT A

PEST CONTROL SERVICES FOR CITY OF RIVERBANK BUILDINGS AND PARKS APPLICATION FORM

Instructions: Please complete this application form in its entirety and attach all required documentation. Incomplete applications may result in disqualification. Submit this form along with your proposal by the deadline specified in the RFP.

Applicant Information

Company Name: Clark Pest Control
Primary Contact Name: Scott Coelho
Title/Position: Commercial Account Manager
Business Address: 480 E. Service Rd. Modesto, CA 95358
Phone Number: (209) 485-3684
Email Address: scoelho@clarkpest.com
Website (if applicable): www.clarkpest.com

Business Information

Business Type (e.g., LLC, Corporation, Sole Proprietorship): Corporation
Years in Business: 75 years
City of Riverbank Business License Number: 507BL
DIR Number: 1000922429
Federal Tax ID Number: 95-2575966
Certifications (e.g., QAC, QAL, etc.):
See attached licenses and proposal.

Experience and Qualifications

Number of Similar Contracts Completed in the Last 5 Years: 6
List of Municipal or Public Agency Clients :
City of Modesto, City of Oakdale, City of Turlock and Stanislaus County.

References:

Provide at least three professional references.

Name: City of Modesto

Phone: (209) 402-6812

Email: pcrowley@modestogov.com

Project Description: Pest Away Service, PERC services for gopher activity & Exclusion Services.

Name: City of Turlock

Phone: (209) 524-6641

Email: EQuiroga@turlock.ca.us

Project Description: Pest Away Service, Vegetation Management for Weed Control, PERC services for gopher activity and Exclusion Services.

Name: City of Oakdale

Phone: (209) 840-9045

Email: jnaciao@oakdaleca.gov

Project Description: Pest Away Services, Vegetation Management for Weed Control and PERC Services for gopher activity.

Insurance

Attach proof of the following:

- General Liability Insurance
- Workers' Compensation Insurance
- Auto Insurance

Additional Attachments

Please include the following with your application:

- List of Personnel and Resumes
- Copy of Relevant Licenses and Certifications

Certification

By signing below, I certify that all information provided in this application is true and accurate to the best of my knowledge. I understand that any false information may result in disqualification or termination of the contract.

Authorized Representative Name (Print): Marco Raya

Title: Manager

Signature: 

Date: 12/23/25

ATTACHMENT B**PEST CONTROL SERVICES FOR CITY OF RIVERBANK BUILDINGS AND PARKS
BID FORM**

FACILITY	NUMBER OF SERVICES PER YEAR	FEE PER MONTH	ANNUAL TOTAL
Sports Complex 2119 Morrill Road	6	\$ 84	\$504
Castleberg Park 5845 8th Street	6	\$ 90	\$ 540
Community Pool 6601 7th Street	4	\$ 98	\$ 392
Community Center Building 3600 Santa Fe	6	\$ 118	\$ 708
City Hall South 6617 Third Street	6	\$115	\$ 690
City Hall North 6707 Third Street	6	\$120	\$720
Scout Hall 3017 High Street	6	\$ 90	\$ 540
Sheriffs Office Building 6727 Third Street	6	\$110	\$ 660
Historical Society Museum Building 3237 Santa Fe	6	\$ 90	\$ 540
Teen Center 3600 A Santa Fe	6	\$115	\$690
Parks Trailer 2901 High Street	6	\$115	\$690
Public Works Corporation Yard CNG Building 2901 High Street	6	\$ 90	\$540
Public Works Administration Office 3012 High St.	6	\$ 90	\$540
Waste Water Treatment Plant 23865 Santa Fe Road Escalon, CA 95320	6	\$140	\$840
Sierra House 3344 Sierra Street	6	\$ 115	\$690
TOTAL	88	\$1,580	\$9,284

CITY OF RIVERBANK
REQUEST FOR PROPOSALS PEST CONTROL SERVICES FOR BUILDINGS AND PARKS

ADDENDUM NUMBER: 1

This addendum forms part of the Contract Documents and Specifications and modifies the original documents and specifications. Bidders are, therefore, instructed to take the following into account in rendering any Bid for this work. All Bidders submitting a Bid on the above project shall carefully read the Addendum and give it consideration in the preparation of their bid. All Prime Bidders are responsible for informing their appropriate Subcontractors and Material Suppliers of these Addendum items.

Additionally, this email of Addendum Number 1 is the only notification that potential Bidders will receive of said Addendum and Bidders must acknowledge having received Addendum Number

1. Failure to acknowledge receipt of Addendum Number 1 and/ or failure to include the Addendum with their Bid may subject the Bidder to disqualification.
-

MODIFICATIONS/ CLARIFICATIONS/ REVISIONS

ITEM 1: SERVICE LOCATIONS

- City Buildings include: City Hall Buildings, Police Services Building, Community Center, Public Works Corporation Yard, Teen Center, Scout Hall, Sierra House and other administrative offices as designated.

**ITEM 2: ATTACHMENT B: PEST CONTROL SERVICES FOR CITY OF RIVERBANK
BUILDINGS AND PARKS BID FORM**

- Alterations to the bid form includes the addition of the Sierra House to the Facility List. As well, updates to the wording for the column titled 'Number of Months Per Year' to 'Number of Services Per Year'. The new bid form to be used when submitting a proposal is included below:

QUESTIONS AND ANSWERS

Q: How many rodent bait stations are located at the Wastewater Treatment Plant?

A: Currently, there is one rodent bait station at the Wastewater Treatment Plant. Rodent bait stations are not required unless an active rodent issue is present. The goal is to proactively address and mitigate rodent activity as needed. If no rodent activity is observed, bait stations are not necessary. However, if a significant rodent issue is identified, additional bait stations may be installed to effectively manage and mitigate the problem.

ACKNOWLEDGMENT OF ADDENDUM

All proposers must acknowledge receipt of this Addendum by signing below and including this form with their submitted proposal.

I acknowledge receipt of Addendum Number 1: REQUEST FOR PROPOSALS PEST CONTROL SERVICES FOR BUILDINGS AND PARKS for the City of Riverbank.

Company Name: Clark Pest Control

Authorized Representative: Marco Raya

Signature: 

Date: 12/23/25



480 E. Service Rd.
Modesto, CA 95358

To:
City of Riverbank
Attn: Michael Patton
6707 Third Street
Riverbank, CA 95367

Proposal Submission – Pest Control Services for City of Riverbank

On behalf of Clark Pest Control, I am pleased to submit our proposal to provide comprehensive pest control services to City of Riverbank. With over 75 years of industry experience and a team of highly certified professionals, Clark Pest Control is uniquely positioned to deliver safe, effective, and fully compliant pest management across your city facilities.

Founded in 1950, Clark Pest Control has grown into one of the largest and most respected pest control companies in the Western United States. Our reputation is built on decades of reliable service, innovation, and commitment to protecting public health and property. We specialize in Integrated Pest Management (IPM) strategies that are environmentally responsible and customized to the specific needs of public sector and required by the City of Riverbank.

Clark Pest Control's Expertise and Certifications:

Clark Pest Control is a recognized leader in Integrated Pest Management (IPM) services, adhering to the latest industry standards and best practices to ensure effective, environmentally responsible pest control solutions. Our approach is rooted in prevention, monitoring, and control techniques that minimize the use of pesticides, safeguard human health, and protect the environment. We are fully certified under California's Healthy Schools Act (HSA), demonstrating our commitment to providing safe pest management practices in sensitive environments such as educational and

government facilities. Our team is thoroughly trained in the HSA's requirements, including annual pesticide reporting, notification procedures, and the use of least-toxic methods in school and childcare settings.

In addition, Clark Pest Control holds the prestigious GreenPro Certification from the National Pest Management Association (NPMA). This credential signifies that our services meet rigorous standards for reduced-risk pest management, sustainability, and environmental stewardship. GreenPro is the world's largest and most credible green certification program for pest management professionals, ensuring that our operations reflect a strong commitment to health, safety, and eco-friendly practices.

Our staff includes IPM-certified experts who specialize in customized, site-specific pest management strategies. Each treatment plan is developed using detailed inspections, pest identification, threshold levels, and corrective actions focused on non-chemical solutions whenever possible. Our continuous training programs ensure that our technicians and quality assurance managers stay current with evolving IPM methodologies, regulatory compliance, and emerging pest trends.

By choosing Clark Pest Control, the City of Riverbank will benefit from a partner who prioritizes health, safety, and sustainability — delivering proven results with integrity and expertise.

Below is a current list of current municipality customers:

Stanislaus County- Pest Control, Ag Weed & Exclusion Services

City of Turlock- Pest Control, Ag Weed Control & Bird Control.

City of Oakdale- Pest Control & Ag Weed Control.

City of Modesto- Pest Control & Exclusion Services

City of Hughson- Pest Control Services

Ceres Unified School District-Bird Control

Modesto City Schools- Pest Control Services

Management and Quality Assurance Team

Chris Aguniga

Role: Regional Manager

Experience: 28 years

Licensing: Branch 2, Branch 3, QAL - A, B, C, G, H, I

Affiliation: Member of National Pest Management Association (NPMA)

Marco Raya

Role: Branch Manager

Experience: 13 years

Licensing: Branch 2, Branch 3, QAL - A

Affiliation: Member of National Pest Management Association (NPMA)

Scott Coelho

Position: Commercial Account Manager

Experience: 32 years in pest management, specializing in general crawling pests, rodents, vegetation management/weed control, mosquito control, invasive species, and more.

Licensing: Branch 2, Branch 3, QAL - A, B

Affiliation: Member of the National Pest Management Association (NPMA)

Guillermo Villegas

Role: Branch QA Manager

Experience: 12 years (Commercial Pest Control)

Licensing: Branch 2

Affiliation: Member of National Pest Management Association (NPMA)

Mike Fink

Role: Branch QA Manager

Experience: 21 years (Commercial Pest Management & Vegetation Management)

Licensing: Branch 2, Branch 3

Affiliation: Member of National Pest Management Association (NPMA)

Brian Roberts

Role: Regional QA

Experience: 21 years (Commercial & Residential Pest Management)

Licensing: Branch 2, Branch 3, QAL - B, M

Affiliation: Member of National Pest Management Association (NPMA) (ACE Certified Entomologist)

Blair Smith

Role: Technical Director

Experience: 6 years (Pesticide Compliance – State of California)

Licensing: ACE Certified Entomologist

Affiliation: Member National Pest Management Association (NPMA)

We are confident that our team's extensive field experience, technical credentials, and dedication to service excellence make Clark Pest Control a strong candidate for the City of Riverbank's pest management needs. Enclosed is our full proposal, including a detailed price schedule for your review.

Should you have any questions or require additional documentation, please feel free to contact me directly.

Sincerely,
Scott Coelho
Commercial Account Manager
Clark Pest Control
Phone: (209) 485-3684
Email: scoelho@clarkpest.com

CLARK PEST CONTROL

480 E. SERVICE RD. MODESTO, CA 95358

WeNeedYouMidValley@clarkpest.com

Professional References

City of Modesto

Patrick Crowley
Facility Manager
(209) 402-6812
pcrowley@modestogov.com

We currently provide services for the City of Modesto including general pest-away service, Exclusion Services and PERC services for gopher activity.

City of Turlock

Elizabeth Quiroga
Purchasing Manager
(209) 524-6641
EQuiroga@turlock.ca.us

We currently provide services for general pest-away service, Vegetation Management for Weed Control, Exclusion Services and PERC services for gopher activity.

City of Oakdale

Julie Inacio
Executive Assistant
(209) 840-9045
jinacio@oakdaleca.gov

We currently provide services for general pest-away service, Vegetation Management for Weed Control and PERC Services for gopher activity.



CONTACT LIST

BRANCH EMAIL:

WeNeedYouMidValley@clarkpest.com

BRANCH ADMINISTRATOR:

Melissa Fish mfish@clarkpest.com (209) 872-4366

COMMERCIAL SALES REPRESENTATIVE:

Scott Coelho scoelho@clarkpest.com (209) 485-3684

QUALITY ASSURANCE MANAGERS:

Memo Villegas gvillegas@clarkpest.com (209) 494-2584

Mike Fink mfink@clarkpest.com (209) 872-4373

BRANCH MANAGER:

Marco Raya mraya@clarkpest.com (925) 321-6725

THIS DOCUMENT HAS A COLORED BACKGROUND

507BL

TYPE OF BUSINESS
PEST CONTROL SRVCS

BUSINESS ADDRESS
480 E SERVICE RD

DBA

BUSINESS NAME CLARK PEST CONTROL, INC
ATTN: CLARK PEST CONTROL INC
MAILING 480 E SERVICE RD
ADDRESS MODESTO CA 95358-9491

CITY OF RIVERBANK
BUSINESS LICENSE CERTIFICATE

Date of Expiration: 12/31/2026



NON TRANSFERABLE

POST IN A CONSPICUOUS PLACE

KEEP FOR YOUR RECORDS
BUSINESS LICENSE RECEIPT

License No. 507BL

Date Paid 12/10/2025

TOTAL \$ 204.00 CR



CERTIFICATE OF LIABILITY INSURANCE

7/1/2026

DATE (MM/DD/YYYY)

11/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 3280 Peachtree Rd. NE, Ste. 1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):														
INSURED 1557581 Clark Pest Control of Stockton Inc dba Clark Pest Control Stockton 555 N Guild Ave Lodi CA 95240	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER B : ACE Property and Casualty Insurance Company</td><td>20699</td></tr><tr><td>INSURER C : Allied World National Assurance Company</td><td>10690</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : ACE Property and Casualty Insurance Company	20699	INSURER C : Allied World National Assurance Company	10690	INSURER D :		INSURER E :		INSURER F :	
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INSURER C : Allied World National Assurance Company	10690														
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 21764905 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	GLO 0380911 10	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	BAP 0380912 10	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	N	N	XEUG27927683 011	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WC 0380910 10	7/1/2025	7/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution/Professional	N	N	0310-2097	7/1/2025	7/1/2026	Per Claim/Agg \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See attached Coverage Schedule for complete limits structure.

The Umbrella Policy is follow form to the scheduled underlying policies and scheduled retained limits, subject to policy exclusions.

CERTIFICATE HOLDER**CANCELLATION** See Attachments**21764905**Clark Pest Control of Stockton, Inc.
555 N. Guild Avenue
Lodi CA 95240

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Blanket Additional Insured status is provided on the General Liability and Auto Liability policies as required by written contract. The Umbrella Policy is follow form to the scheduled underlying policies and scheduled retained limits, subject to policy exclusions. General Liability and Auto Liability shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured, as required by written contract. Waiver of Subrogation applies in favor of Additional Insured with respects to General Liability, Auto Liability and Workers Compensation as required by written contract and as permitted by law.

CLARK PEST CONTROL
COVERAGE SCHEDULE

COVERAGE	LIMITS
INSURER LETTER: A POLICY TYPE: Commercial General Liability CARRIER: Zurich American Insurance Company POLICY TERM: 07/01/2025 - 07/01/2026 POLICY NUMBER: GLO 0380911 10	\$2,000,000 Each Claim \$4,000,000 Aggregate
INSURER LETTER: A POLICY TYPE: Automobile Liability CARRIER: Zurich American Insurance Company POLICY TERM: 07/01/2025 - 07/01/2026 POLICY NUMBER: BAP 0380912 10	\$2,000,000 Combined Single Limit
INSURER LETTER: D POLICY TYPE: Automobile Liability CARRIER: Old Republic Insurance Company POLICY TERM: 01/01/2025 - 01/01/2026 POLICY NUMBER: MWTB 312033 25	\$3,000,000 Combined Single Limit Excess of Policy # BAP 0380912 10
INSURER LETTER: D POLICY TYPE: Commercial General Liability CARRIER: Old Republic Insurance Company POLICY TERM: 01/01/2025 - 01/01/2026 POLICY NUMBER: MWZY 312034 25	\$3,000,000 Each Claim \$3,000,000 Aggregate Excess of Policy # GLO 0380911 10
INSURER LETTER: B POLICY TYPE: Umbrella Liability CARRIER: ACE Property & Casualty Insurance Company POLICY TERM: 01/01/2025 - 01/01/2026 POLICY NUMBER: XEU G27927683 010	\$5,000,000 Each Claim \$5,000,000 Aggregate Excess of Policy # MWTB 312033 25 and # MWZY 312034 25

Umbrella policy #XEU G27927683 010 sits excess of Old Republic Insurance Company Commercial General Liability policy # MWZY 312034 25 and Automobile Liability policy # MWTB 312033 25



General Liability Supplemental Coverage Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No.	GLO 0380911	Effective Date:	7/1/2025
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This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following changes apply to this Coverage Part. However, endorsements attached to this Coverage Part will supersede any provisions to the contrary in this General Liability Supplemental Coverage Endorsement.

A. Broadened Named Insured

1. The following is added to Section II – Who Is An Insured:

Any organization of yours, other than a partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if it:

- Is newly acquired or formed during the policy period;
- Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part; or
- Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance.

Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the policy period.

2. The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

B. Newly Acquired or Formed Organizations as Named Insureds

1. Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

2. The last paragraph of Section II – **Who Is An Insured** does not apply to this provision to the extent that such paragraph would conflict with this provision.

C. Insured Status – Employees

Paragraph 2.a.(1) of Section II – **Who Is An Insured** is replaced by the following:

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However:

Paragraphs (1)(a) and (1)(d) do not apply to your "employees" or "volunteer workers", who are not employed by you or volunteering for you as health care professionals, for "bodily injury" arising out of "Good Samaritan Acts" while the "employee" or "volunteer worker" is performing duties related to the conduct of your business.

"Good Samaritan Acts" mean any assistance of a medical nature rendered or provided in an emergency situation for which no remuneration is demanded or received.

Paragraphs (1)(a), (b) and (c) do not apply to any "employee" designated as a supervisor or higher in rank, with respect to "bodily injury" to co-"employees". As used in this provision, "employees" designated as a supervisor or higher in rank means only "employees" who are authorized by you to exercise direct or indirect supervision or control over "employees" or "volunteer workers" and the manner in which work is performed.

D. Additional Insureds – Lessees of Premises

1. Section II – **Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

This provision does not apply after the person or organization ceases to lease or rent premises from you.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph **D.1.** above (of this endorsement); or
 - b. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This Paragraph **D.** shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Additional Insured – Vendors

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section II – **Who Is An Insured** is amended to include as an additional insured any person or organization (referred to throughout this Paragraph **E.** as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business:

However, the insurance afforded to such vendor:

- a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such vendor.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - a. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Subparagraphs (4) or (6); or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

3. With respect to the insurance afforded to the vendor under this endorsement, the following is added to Section III – **Limits Of Insurance:**

The most we will pay on behalf of the vendor is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph E.1. above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph E. shall not increase the applicable Limits of Insurance shown in the Declarations.

F. Additional Insured – Managers, Lessors or Governmental Entity

1. Section II – **Who Is An Insured** is amended to include as an insured any person or organization who is a manager, lessor or governmental entity who you are required to add as an additional insured on this policy under a written contract, written agreement or permit, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omission of those acting on your behalf; and

resulting directly from:

- a. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit;
- b. Ownership, maintenance, occupancy or use of premises by you; or
- c. Maintenance, operation or use by you of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. This provision does not apply:

- a. Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury", "property damage" or offense that caused "personal and advertising injury";
- b. To any person or organization included as an insured under Paragraph 3. of Section II – **Who Is An Insured**;
- c. To any lessor of equipment if the "occurrence" or offense takes place after the equipment lease expires;
- d. To any:

(1) Owners or other interests from whom land has been leased by you; or

(2) Managers or lessors of premises, if:

- (a) The "occurrence" or offense takes place after the expiration of the lease or you cease to be a tenant in that premises;
- (b) The "bodily injury", "property damage" or "personal and advertising injury" arises out of the structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or

(c) The premises are excluded under this Coverage Part.

3. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph **F.1.** above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph **F.** shall not increase the applicable Limits of Insurance shown in the Declarations.

G. Damage to Premises Rented or Occupied by You

1. The last paragraph under Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section **III – Limits Of Insurance**.

2. Paragraph **6.** of Section **III – Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

H. Broadened Contractual Liability

The "insured contract" definition under the **Definitions** Section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", or "personal and advertising injury" arising out of the offenses of false arrest, detention or imprisonment, to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

I. Definition – Specific Perils

The following definition is added to the **Definitions** Section:

"Specific perils" means:

- a. Fire;
- b. Lightning;
- c. Explosion;
- d. Windstorm or hail;
- e. Smoke;
- f. Aircraft or vehicles;
- g. Vandalism;
- h. Weight of snow, ice or sleet;
- i. Leakage from fire extinguishing equipment, including sprinklers; or
- j. Accidental discharge or leakage of water or steam from any part of a system or appliance containing water or steam.

J. Limited Contractual Liability Coverage – Personal and Advertising Injury

1. Exclusion e. of Section I – **Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

(1) Liability for damages that the insured would have in the absence of the contract or agreement; or

(2) Liability for "personal and advertising injury" if:

- (a) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment;
- (b) The liability pertains to your business and is assumed in a written contract or written agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; and
- (c) The "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement.

Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury" described in Paragraph (a) above, provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and
- (ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. Paragraph 2.d. of Section I – **Supplementary Payments – Coverages A and B** is replaced by the following:

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

3. The following is added to the paragraph directly following Paragraph 2.f. of Section I – **Supplementary Payments – Coverages A and B**:

Notwithstanding the provisions of Paragraph 2.e.(2) of Section I – **Coverage B – Personal And Advertising Injury Liability**, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance.

K. Supplementary Payments

The following changes apply to **Supplementary Payments – Coverages A and B**:

Paragraphs **1.b.** and **1.d.** are replaced by the following:

- b.** Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

L. Broadened Property Damage

1. Property Damage to Contents of Premises Rented Short-Term

The paragraph directly following Paragraph **(6)** in Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" to premises (other than damage by "specific perils"), including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section **III – Limits Of Insurance**.

2. Elevator Property Damage

- a.** The following is added to Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy.

- b.** The following is added to Section **III – Limits Of Insurance**:

Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is \$25,000 per "occurrence".

3. Property Damage to Borrowed Equipment

- a.** The following is added to Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**:

Paragraph **(4)** of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite.

- b.** The following is added to Section **III – Limits Of Insurance**:

Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to equipment you borrow from others is \$25,000 per "occurrence".

M. Expected or Intended Injury or Damage

Exclusion **a.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

N. Definitions – Bodily Injury

The "bodily injury" definition under the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death sustained by that person which results from that bodily injury, sickness or disease.

O. Insured Status – Amateur Athletic Participants

Section II – **Who Is An Insured** is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for:

- a. "Bodily injury" to:
 - (1) Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities; or
 - (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities; or
- b. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by:
 - (1) Your "employee", "volunteer worker" or any person you sponsor; or
 - (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

P. Non-Owned Aircraft, Auto and Watercraft

Exclusion g. of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) An aircraft that is hired or chartered by you or loaned to you, with a paid and licensed crew, and is not owned in whole or in part by an insured; or
- (6) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

Q. Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm

- 1. The "leased worker" and "temporary worker" definitions under the **Definitions** Section are replaced by the following:

"Leased worker" means a person leased to you by a "labor leasing firm" under a written agreement between you and the "labor leasing firm", to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

"Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "leased worker".

2. The following definition is added to the **Definitions** Section:

"Labor leasing firm" means any person or organization who hires out workers to others, including any:

- a. Employment agency, contractor or services;
- b. Professional employer organization; or
- c. Temporary help service.

R. Definition – Mobile Equipment

Paragraph **f.** of the "mobile equipment" definition under the **Definitions** Section is replaced by the following:

- f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment, exceeding a combined gross vehicle weight of 1000 pounds, are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

S. Definitions – Your Product and Your Work

The "your product" and "your work" definitions under the **Definitions** Section are replaced by the following:

"Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

"Your work":

a. Means:

(1) Work, services or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work, services or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

T. Duties in the Event of Occurrence, Offense, Claim or Suit Condition

The following paragraphs are added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:**

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph 1. of Section II – **Who Is An Insured** or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

U. Other Insurance Condition

Paragraphs 4.a. and 4.b.(1) of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions** are replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below. However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – **Coverage A – Bodily Injury And Property Damage Liability**; or
- (v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:
 - Equipment you borrow from others; or
 - Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.
- (b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.
- (c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

V. Unintentional Failure to Disclose All Hazards

Paragraph 6. **Representations** of Section IV – **Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- a. Fail to disclose all hazards existing at the inception of this policy; or
- b. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

W. Waiver of Right of Subrogation

Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Commercial General Liability Conditions** is replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

X. Liberalization Condition

The following condition is added to Section **IV – Commercial General Liability Conditions**:

Liberalization Clause

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Additional Insured — Automatic — Owners, Lessees Or Contractors



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 0380911 - 10

Effective Date: 07/01/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II — Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization

be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or**
- b. The ISO CG 20 37 (10/01 edition),**

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or**
- (2) "Your work", with respect to Paragraph 1.b. above,**

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and**
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.**

2. If such written contract or written agreement specifically requires that you provide that the person or organization

be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or**
- b. The ISO CG 20 37 (07/04 edition),**

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or**
- (2) The acts or omissions of those acting on your behalf,**

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph **2.a.** above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to

- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV — Commercial General Liability Conditions:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section IV — **Commercial General Liability Conditions:**

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section IV — **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement

F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this

endorsement, the following is added to Section III — Limits Of Insurance:

Additional Insured — Automatic — Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract or written agreement referenced in Section A. of this endorsement; or**
 - 2. Available under the applicable Limits of Insurance shown in the Declarations,**
- whichever is less.**

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: BAP 0380912

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Clark Pest Control of Stockton, Inc.

Endorsement Effective Date: 7/1/2025

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization to whom or to which you are required to provide insured status or insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.



Coverage Extension Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. BAP 0380912

Effective Date: 7/1/2025

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to \$750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 0380912	7/1/2025	7/1/2026	7/1/2025	37519000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Person or Organization: All persons and/or organizations that are required by written contract or agreement with the insured, executed prior to the accident or loss, that Waiver of Subrogation be provided under this policy for work performed by You for that person and/or organization.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 7/1/2025
Clark Pest Control of Stockton, Inc.

Policy No. WC 0380910

Endorsement No.
Premium \$

Zurich American Insurance Company

Countersigned by

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 06 43

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

**PART SIX
CONDITIONS**

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 7/1/2025
Clark Pest Control of Stockton, Inc.

Policy No. WC 0380910

Endorsement No.
Premium \$

Zurich American Insurance Company



CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED: January 01, 2025
EXPIRES: December 31, 2026

Pest Control Business - Branch
LICENSE

LICENSE NO. 31207

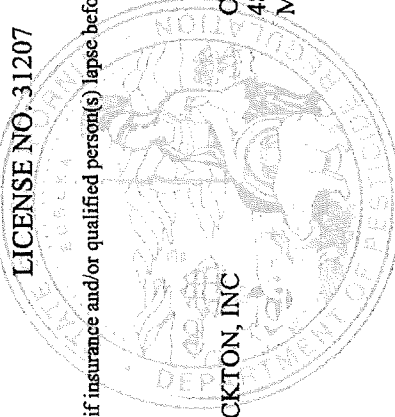
Invalid if insurance and/or qualified person(s) lapse before expiration date.

Mailing Address:

CLARK PEST CONTROL OF STOCKTON, INC
555 N GUILD AVE
LODI, CA 95240

Business Location

CLARK PEST CONTROL OF STOCKTON, INC
480 E SERVICE RD
MODESTO, CA 95358



POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW
THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE



CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED: January 01, 2025
EXPIRES: December 31, 2026

Pest Control Business - Main
LICENSE
LICENSE NO. 31206

Invalid if insurance and/or qualified person(s) lapse before expiration date

Mailing Address

CLARK PEST CONTROL OF STOCKTON, INC
555 N GUILD AVE
LODI, CA 95240

Business Location

CLARK PEST CONTROL OF STOCKTON, INC
555 N GUILD AVE
LODI, CA 95240

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW

THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE

1. Please make sure the information on your license is correct.
2. Notify us immediately of any changes to your business (e.g., name, address, insurance carrier or qualified person).
3. If you lose your license, then you may request a new one for a \$20 fee.
4. Please refer to the license number located in the middle of the page when contacting us.
5. For more information, please contact us at (916) 445-4038 or at <licenseemail@cdpr.ca.gov>. Or you may write to

Department of Pesticide Regulation

STRUCTURAL PEST CONTROL BOARD

LICENSING DETAILS FOR: 226

NAME: CLARK PEST CONTROL OF STOCKTON INC DBA CLARK PEST CONTROL

LICENSE TYPE: COMPANY REGISTRATION

LICENSE STATUS: CLEAR

ISSUANCE DATE
JANUARY 1, 1969

EXPIRATION DATE
N/A

CURRENT DATE / TIME

CLEAR - LICENSE IS CURRENT AND VALID AND LICENSEE CAN ENGAGE IN THE PRACTICE OF STRUCTURAL PEST CONTROL.

LICENSE OR REGISTRATION CLASS: BRANCH 2 & 3

ADDRESS

555 N GUILD AVENUE
LODI CA 95240
SAN JOAQUIN COUNTY

OWNERS, QUALIFIED MANAGERS AND PRINCIPALS

- ♦ **SECRETARY:** CHANDLER, ELIZABETH
- ♦ **VICE PRESIDENT:** WILSON, JOHN FRANKLIN

PUBLIC DOCUMENTS

› DOCUMENTS (2)

DOCUMENT: LINK **DOCUMENT:** LINK

LICENSE RELATIONSHIPS

- NAME:** CLARK PEST CONTROL OF STOCKTON INC DBA CLARK PEST CONTROL
LICENSE/REGISTRATION TYPE: BRANCH OFFICE
LICENSE NUMBER: 1929 **PRIMARY STATUS:** CLEAR
- NAME:** CLARK PEST CONTROL OF STOCKTON INC DBA CLARK PEST CONTROL
LICENSE/REGISTRATION TYPE: BRANCH OFFICE
LICENSE NUMBER: 1931 **PRIMARY STATUS:** CLEAR
- NAME:** CLARK PEST CONTROL OF STOCKTON INC DBA CLARK PEST CONTROL
LICENSE/REGISTRATION TYPE: BRANCH OFFICE
LICENSE NUMBER: 1932 **PRIMARY STATUS:** CLEAR
- NAME:** CLARK PEST CONTROL OF STOCKTON INC DBA CLARK PEST CONTROL
LICENSE/REGISTRATION TYPE: BRANCH OFFICE
LICENSE NUMBER: 2685 **PRIMARY STATUS:** CLEAR
- NAME:** CLARK PEST CONTROL OF STOCKTON INC DBA CLARK PEST CONTROL

- ADDRESS :**
4045 NELSON AVENUE STE B
CONCORD CA 94520
CONTRA COSTA COUNTY
MAP
- ADDRESS :**
480 E SERVICE ROAD
MODESTO CA 95358
STANISLAUS COUNTY
MAP
- ADDRESS :**
429 E MONO WAY
SONORA CA 95370
TUOLUMNE COUNTY
MAP
- ADDRESS :**
5822 ROSEVILLE RD
SACRAMENTO CA 95842
SACRAMENTO COUNTY
MAP
- ADDRESS :**
1288 GARDEN HIGHWAY
YUBA CITY CA 95991



Stanislaus County
Agricultural Commissioner's Office and Sealer of Weights & Measures
3800 Cornucopia Way, Suite B
Modesto, CA 95358

BUSINESS/LICENSE REGISTRATION

State of California
Department of Pesticide Regulation
Pest Management & Licensing Branch

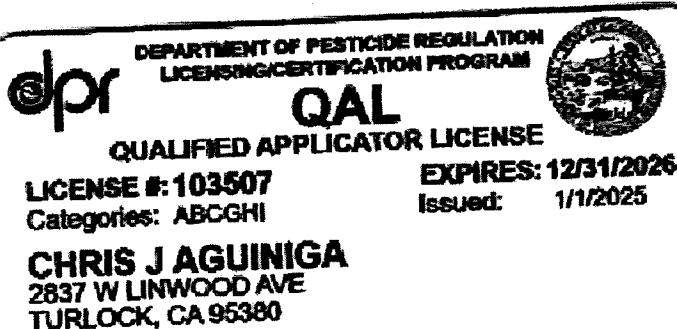
For Registration in County of: **Stanislaus**

Type of Registration:	In	Out
Pest Control Adviser ¹	☐ \$10.00	☐ \$5.00
Pilot Apprentice ^{2,3}	☐ \$10.00	☐ \$5.00
Pilot Journeyman ²	☐ \$10.00	☐ \$5.00
Pest Control Business ²		☒ \$50.00
Maintenance Gardener ²		☐ \$25.00
Farm Labor Contractor ^{2,4}		☐ \$25.00
	Fee: \$ 50.00	

Registration Expiration Date: December 31, **2025** (Year)

CONTACT INFORMATION

Name: Chris Aguiniga
Address: 480 E Service Rd
Cell #: 209-747-1686
Alternate #: 209-556-5200
Fax #:
E-Mail: Caguiniga@clarkpest.com



This License must be shown to any representative of the Director or Commissioner upon request.

PEST CONTROL ADVISER ¹

Advisor's Employer:
Employer Address:
☐ If Written Rec's address is same as above check here
Written Recs are available (Street & City):

BUSINESS ² / FARM LABOR CONTRACTOR ⁴

Location: ☐ Main ☒ Branch ☐ Not Applicable
Name: Clark Pest Control
License #: 226/31207
Phone #: 209-556-5200
Address: 480 E Service Rd, Modesto CA, 95358

Home County:

Extra Notes:

If Apprentice Pilot: Name(s) of Journeyman Pilot(s) Registered in County of Providing Supervision ³

Registration Conditions and worker safety information reviewed and received ⁴

☒ Yes

Licensee Signature

12/13/24

Date

Agricultural Commissioner's Signature By

12/17/24

Date

Stanislaus COUNTY AGRICULTURAL COMMISSIONER
STRUCTURAL PEST CONTROL BUSINESS / QUALIFYING MANAGER REGISTRATION
BRANCH 2 & 3

Date Submitted: _____ For Year: 2025

COMPANY INFORMATION: Performing work in: ☐ Branch 2 &/or ☐ Branch 3

Company Name: Clark Pest Control Registration No. _____

Mailing Address: 555 N Guild Ave
Lodi CA Zip: 95240

Telephone: (209) 556-5200 Fax: () _____ Email: ashepard@clarkpest.com

Physical Address: 480 E Service Rd
(if different than above) Modesto CA Zip: 95358

OPR: Larry Bragg Lic: 14697 Exp: 6/30/27 ☐ Branch 2 / ☐ Branch 3
(Print Name of Operator)

SUPERVISION: Qualifying Manager (QM) and Branch Supervisor (BS) (Responsible Person)

QM: Larry Bragg Lic: 14697 Exp: 6/30/27 ☐ Branch 2 / ☐ Branch 3
(Print Name)

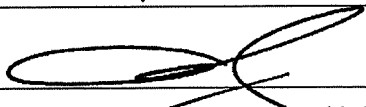
BS: Adam Shepard Lic: 50448 Exp: 6/30/26 ☐ Branch 2 / ☐ Branch 3
(Print Name)

REGISTRATION INFORMATION / FEES:

(Submit all pages with appropriate fees, and signatures)

Total Fees Submitted: \$ _____ Make check payable to: _____

Print Name: Adam Shepard Date: 12/13/24

Signature:  Title: Branch Manager

I certify that the information provided is TRUE and CORRECT

THIS REGISTRATION WILL NOT BE VALID IF IT IS NOT ACCOMPANIED BY THE REQUIRED FEE

(if applicable). Food and Agricultural Code section 15204(a) requires each licensed Branch 2 and Branch 3 structural pest control operator qualifying manager and (SPCB) registered company to register with the commissioner prior to operating a structural pest control business in the county. The registration shall cover a calendar year. A fee may also be required at the time of registration. The fee shall be set by the county Board of Supervisors, except that in no case shall the fee exceed the actual cost of processing the registration or ten dollars (\$10), whichever is less. Registrations may be amended to add or change operator qualifying manager and/or branch location(s) during the year for a fee not to exceed ten dollars (\$10).



✓ Associated Accounts

Account	Status	
Clark Pest Control of Stockton, Inc.	DIR Approved	Registration valid from 2024-09-05 to 2027-06-30
Clark Pest Control of Stockton, Inc.		
922758		

Clark Pest Control of Stockton, Inc. 1000922429

DIR Approved

Registration valid from 2024-09-05 to 2027-06-30

[Manage Contractor Employees](#)

[Manage Contractor Users](#)

[Manage Contractor Information](#)



CONTRACTORS STATE LICENSE BOARD

▼ Contractor's License Detail for License # 922758

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)). If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 4/15/2025 3:21:00 PM

Business Information

CLARK PEST CONTROL OF STOCKTON INC
dba CLARK PEST CONSTRUCTION

555 NORTH GUILD AVE
LODI, CA 95240
Business Phone Number: (209) 368-7152

Entity Corporation
Issue Date 09/24/2008
Expire Date **09/30/2026**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ **B - GENERAL BUILDING**
- ▶ **C-61 / D63 - CONSTRUCTION CLEAN-UP**
- ▶ **C-61 / D41 - SIDING AND DECKING**
- ▶ **C-61 / D12 - SYNTHETIC PRODUCTS**
- ▶ **C-2 - INSULATION AND ACOUSTICAL**

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [HUDSON INSURANCE COMPANY](#).

Bond Number: 30147586

Bond Amount: \$25,000

Effective Date: 11/02/2024

[Contractor's Bond History](#)

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **30000743** for JACK LEWIS DE RIEUX in the amount of **\$25,000** with [HUDSON INSURANCE COMPANY](#).

Effective Date: 01/01/2023

[BQI's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the [ZURICH AMERICAN INSURANCE COMPANY](#)

Policy Number: WC038091009

Effective Date: 07/01/2024

Expire Date: 07/01/2025

[Workers' Compensation History](#)

Workers' compensation classification code(s):

5650 - Termite Control Work

9031 - Pest Control

8810 - Clerical Office Employees

For a description of the workers' compensation classification code(s) listed for this licensee, contact the licensee's insurance carrier. Contact information for the licensee's insurer is available by clicking the insurer link above. Classification codes are also available on the Workers' Compensation Insurance Rating Bureau's classification search page.

The board does not verify or investigate the accuracy of classification codes displayed.

Miscellaneous Information

- ▶ 12/14/2015 - CONTRACTOR HIS LETTER SENT

Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

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[Accessibility Certification](#)

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CONTRACTORS LICENSE #:	922758
TAX ID OR FEIN#:	95-2575966
ROLLINS TAX ID#:	51-0068479
DIR PUBLIC WORKS CONTRACTOR ID:	1000922429
SAM UEI:	EW13P95187X6
CA CORPORATION NUMBER:	C0501440
CLARK PEST CONTROL NAICS #:	C CORPORATION 561710
COMPANY LICENSE #:	PR226 (JOE CLARK) OPERATORS LICENSE
DUNNS #	047417589
ROLLINS DUNNS #	006919088
YEAR BUSINESS ESTABLISHED:	1950
CAGE CODES:	MILPITAS = 02NZ8 STOCKTON/MODESTO = ORWL6 SOUTH = INYD3 530 AREA CODE = 4NKJ1
*VAT (VALUE ADDED TAX)	*DOES NOT APPLY TO CPC



Secretary of State

Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name: CLARK PEST CONTROL OF STOCKTON, INC.
Entity No.: 0501440
Registration Date: 12/16/1965
Entity Type: Stock Corporation - CA - General
Formed In: CALIFORNIA
Status: Active

The above referenced entity is active on the Secretary of State's records and is authorized to exercise all its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of April 15, 2025.

SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 317891030

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.

ATTACHMENT A

PEST CONTROL SERVICES FOR CITY OF RIVERBANK BUILDINGS AND PARKS APPLICATION FORM

Instructions: Please complete this application form in its entirety and attach all required documentation. Incomplete applications may result in disqualification. Submit this form along with your proposal by the deadline specified in the RFP.

Applicant Information

Company Name: Galatians Pest Control
Primary Contact Name: Felipe J Casaldue
Title/Position: owner / inspector / pest control technician
Business Address: 4120 Dale Rd Ste J8 PMB 125, Modesto, CA 95356
Phone Number: office (209) 653-0598 cell (209) 681-7656
Email Address: galatianspestcontrol@gmail.com
Website (if applicable): www.galatianspestcontrol.com

Business Information

Business Type (e.g., LLC, Corporation, Sole Proprietorship): Corporation
Years in Business: 1 year 3 months
City of Riverbank Business License Number: _____
DIR Number: _____
Federal Tax ID Number: 99-5142345
Certifications (e.g., QAC, QAL, etc.):

Experience and Qualifications

Number of Similar Contracts Completed in the Last 5 Years: 2
List of Municipal or Public Agency Clients:
Modesto Gospel Mission, Celebration Center

References:

Provide at least three professional references.

Name: Mark Hammond

Phone: (209) 484-4232

Email: markhammond@craftbauer.com

Project Description: Monthly services on home and 2 church locations
(celebration center Mchenry & Celebration Center Oakdale)

Name: Modesto Gospel Mission - Mario Uribe

Phone: (209) 529-8259

Email: mario@mymission.org

Project Description: Pest control services on men's facility, women's unit,
Hannah's House, and other residential

Name: Hotel Bayit - Steven Parks

Phone: (209) 232-6285

Email: hotelbayit@gmail.com

Project Description: Pest control services on multiple units and cafe.

Insurance

Attach proof of the following:

- General Liability Insurance
- Workers' Compensation Insurance
- Auto Insurance

Additional Attachments

Please include the following with your application:

- List of Personnel and Resumes
- Copy of Relevant Licenses and Certifications

Certification

By signing below, I certify that all information provided in this application is true and accurate to the best of my knowledge. I understand that any false information may result in disqualification or termination of the contract.

Authorized Representative Name (Print): Felipe J Cohalduc

Title: owner

Signature: [Signature]

Date: 1-6-25

ATTACHMENT B

PEST CONTROL SERVICES FOR CITY OF RIVERBANK BUILDINGS AND PARKS BID FORM

FACILITY	NUMBER OF MONTHS PER YEAR	FEE PER MONTH	ANNUAL TOTAL
Sports Complex 2119 Morrill Road	6	\$ 100	\$ 600
Castleberg Park 5845 8th Street	6	\$ 100	\$ 600
Community Pool 6601 7th Street	4	\$ 85	\$ 336
Community Center Building 3600 Santa Fe	6	\$ 125	\$ 750
City Hall South 6617 Third Street	6	\$ 150	\$ 900
City Hall North 6707 Third Street	6	\$ 85	\$ 510
Scout Hall 3017 High Street	6	\$ 85	\$ 510
Sheriffs Office Building 6727 Third Street	6	\$ 100	\$ 600
Historical Society Museum Building 3237 Santa Fe	6	\$ 100	\$ 600
Teen Center 3600 A Santa Fe	6	\$ 100	\$ 600
Parks Trailer 2901 High Street	6	\$ 85	\$ 510
Public Works Corporation Yard CNG Building 2901 High Street	6	\$ 85	\$ 510
Public Works Administration Office 3012 High St.	6	\$ 85	\$ 510
Waste Water Treatment Plant 23865 Santa Fe Road Escalon, CA 95320	6	\$ 100	\$ 600
TOTAL		\$ 1460	\$ 8586

add-on:

Sierra House
3344 Sierra St
Riverbank, CA 95367

6

\$75

\$450

STRUCTURAL PEST CONTROL BOARD

LICENSING DETAILS FOR: 59956

NAME: CASALDUC, FELIPE J

LICENSE TYPE: FIELD REPRESENTATIVE

LICENSE STATUS: CLEAR

LICENSE OR REGISTRATION CLASS: BRANCH 2 & 3

ADDRESS NOT DISCLOSED

ISSUANCE DATE

MARCH 15, 2021

EXPIRATION DATE

JUNE 30, 2026

CURRENT DATE / TIME

JANUARY 5, 2026
3:35:3 PM

LICENSE RELATIONSHIPS

NAME: GALATIANS PEST CONTROL

LICENSE/REGISTRATION TYPE: COMPANY
REGISTRATION

LICENSE NUMBER: 9615 **PRIMARY STATUS:** CLEAR

ADDRESS :

3918 BECKWITH ROAD
MODESTO CA 95358
STANISLAUS COUNTY
MAP

STRUCTURAL PEST CONTROL BOARD

LICENSING DETAILS FOR: 9615

NAME: GALATIANS PEST CONTROL
LICENSE TYPE: COMPANY REGISTRATION
LICENSE STATUS: CLEAR
LICENSE OR REGISTRATION CLASS: BRANCH 2 & 3
ADDRESS
3918 BECKWITH ROAD
MODESTO CA 95358
STANISLAUS COUNTY

ISSUANCE DATE
OCTOBER 7, 2024
EXPIRATION DATE
N/A
CURRENT DATE / TIME
JANUARY 5, 2026
2:35:7 PM

OWNERS, QUALIFIED MANAGERS AND PRINCIPALS

- ◆ **OWNER:** CASALDUC, FELIPE J
- ◆ **QUALIFIED MANAGER:** ALVIDREZ, GILBERT

LICENSE RELATIONSHIPS

NAME: ALVIDREZ, GILBERT FRITZ JR	ADDRESS NOT DISCLOSED
LICENSE/REGISTRATION TYPE: OPERATOR	
LICENSE NUMBER: 10125 PRIMARY STATUS: CLEAR	
NAME: CASALDUC, FELIPE J	ADDRESS NOT DISCLOSED
LICENSE/REGISTRATION TYPE: FIELD REPRESENTATIVE	
LICENSE NUMBER: 59956 PRIMARY STATUS: CLEAR	
NAME: CASALDUC, ENRIQUE R	ADDRESS NOT DISCLOSED
LICENSE/REGISTRATION TYPE: FIELD REPRESENTATIVE	
LICENSE NUMBER: 61855 PRIMARY STATUS: CLEAR	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/02/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Toste Insurance Services Inc. 3501 Coffee Road, Suite 1A Modesto, CA 95355 License #: 0156011	CONTACT NAME: Edison E Guerrero PHONE (A/C, No, Ext): (209)338-3585 E-MAIL ADDRESS: commercialservice@tosteins.com FAX (A/C, No): (209)338-0737
INSURED	Galatians Pest Control Inc 3918 Beckwith Rd Modesto, CA 95358	INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Insurance Company INSURER B: United Financial Casualty Company INSURER C: CNA SURETY INSURER D: INSURER E: INSURER F:
		NAIC # 41297 11770

COVERAGES CERTIFICATE NUMBER: 00008442-20013 REVISION NUMBER: 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			CPS8241178	07/03/2025	07/03/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			995515194	10/02/2025	04/02/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Surity Bond			67129204	07/17/2025	07/17/2026	Bond 12,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(EEG)

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ATTACHMENT A

PEST CONTROL SERVICES FOR CITY OF RIVERBANK BUILDINGS AND PARKS
APPLICATION FORM

Instructions: Please complete this application form in its entirety and attach all required documentation. Incomplete applications may result in disqualification. Submit this form along with your proposal by the deadline specified in the RFP.

Applicant Information

Coonfield Enterprises Inc, dba
Company Name: Allpro Pest Services
Primary Contact Name: Lisa Jerin
Title/Position: Office Staff
Business Address: 5151 Pentecost Drive STE E Modesto, CA 95354
Phone Number: 209-602-5203
Email Address: info@allpropest.net
Website (if applicable): allpropestservices.net

Business Information

Business Type (e.g., LLC, Corporation, Sole Proprietorship): Corporation
Years in Business: 14 years
City of Riverbank Business License Number: Modesto Bus Lic #1287923 expires 6/30/26
DIR Number: NA
Federal Tax ID Number: 83-3634308
Certifications (e.g., QAC, QAL, etc.):
QAL 123575

Experience and Qualifications

Number of Similar Contracts Completed in the Last 5 Years: _____
List of Municipal or Public Agency Clients :
City of Oakdale

References:

Provide at least three professional references.

Name: Hilary Leffler Liberty Property Management

Phone: 209-491-3842

Email: hleffler@libertypropertymanagement.com

Project Description: Commercial and residential services for
Liberty property management 20+ recurring services

Name: Thomas Property Management

Phone: Jason Wright 209-531-3715

Email: _____

Project Description: 10+ recurring commercial/residential services

Name: Mattel Property Management

Phone: 209-576-1802 Rebekah Keathley

Email: rkeathley@matelprop.com

Project Description: 9 recurring commercial/residential services

Insurance

Attach proof of the following:

- General Liability Insurance
- Workers' Compensation Insurance
- Auto Insurance

Additional Attachments

Please include the following with your application:

- List of Personnel and Resumes
- Copy of Relevant Licenses and Certifications

Certification

By signing below, I certify that all information provided in this application is true and accurate to the best of my knowledge. I understand that any false information may result in disqualification or termination of the contract.

Authorized Representative Name (Print): Andrea Coonfield

Title: Secretary

Signature: _____

Date: 12/17/2025

ATTACHMENT B

PEST CONTROL SERVICES FOR CITY OF RIVERBANK BUILDINGS AND PARKS BID FORM

FACILITY	NUMBER OF SERVICES PER YEAR	FEE PER MONTH	ANNUAL TOTAL
Sports Complex 2119 Morrill Road	6	\$ 75	\$ 450
Castleberg Park 5845 8th Street	6	\$ 75	\$ 450
Community Pool 6601 7th Street	4	\$ 75	\$ 300
Community Center Building 3600 Santa Fe	6	\$ 75	\$ 450
City Hall South 6617 Third Street	6	\$ 75	\$ 450
City Hall North 6707 Third Street	6	\$ 75	\$ 450
Scout Hall 3017 High Street	6	\$ 75	\$ 450
Sheriffs Office Building 6727 Third Street	6	\$ 75	\$ 450
Historical Society Museum Building 3237 Santa Fe	6	\$ 75	\$ 450
Teen Center 3600 A Santa Fe	6	\$ 75	\$ 450
Parks Trailer 2901 High Street	6	\$ 75	\$ 450
Public Works Corporation Yard CNG Building 2901 High Street	6	\$ 75	\$ 450
Public Works Administration Office 3012 High St.	6	\$ 75	\$ 450
Waste Water Treatment Plant 23865 Santa Fe Road Escalon, CA 95320	6	\$ 75	\$ 450
Sierra House 3344 Sierra Street	6	\$ 150	\$ 900
TOTAL			7,050

CITY OF RIVERBANK
REQUEST FOR PROPOSALS PEST CONTROL SERVICES FOR BUILDINGS AND PARKS

ADDENDUM NUMBER: 1

This addendum forms part of the Contract Documents and Specifications and modifies the original documents and specifications. Bidders are, therefore, instructed to take the following into account in rendering any Bid for this work. All Bidders submitting a Bid on the above project shall carefully read the Addendum and give it consideration in the preparation of their bid. All Prime Bidders are responsible for informing their appropriate Subcontractors and Material Suppliers of these Addendum items.

Additionally, this email of Addendum Number 1 is the only notification that potential Bidders will receive of said Addendum and Bidders must acknowledge having received Addendum Number

1. Failure to acknowledge receipt of Addendum Number 1 and/ or failure to include the Addendum with their Bid may subject the Bidder to disqualification.
-

MODIFICATIONS/ CLARIFICATIONS/ REVISIONS

ITEM 1: SERVICE LOCATIONS

- City Buildings include: City Hall Buildings, Police Services Building, Community Center, Public Works Corporation Yard, Teen Center, Scout Hall, Sierra House and other administrative offices as designated.

ITEM 2: ATTACHMENT B: PEST CONTROL SERVICES FOR CITY OF RIVERBANK BUILDINGS AND PARKS BID FORM

- Alterations to the bid form includes the addition of the Sierra House to the Facility List. As well, updates to the wording for the column titled 'Number of Months Per Year' to 'Number of Services Per Year'. The new bid form to be used when submitting a proposal is included below:

QUESTIONS AND ANSWERS

Q: How many rodent bait stations are located at the Wastewater Treatment Plant?

A: Currently, there is one rodent bait station at the Wastewater Treatment Plant. Rodent bait stations are not required unless an active rodent issue is present. The goal is to proactively address and mitigate rodent activity as needed. If no rodent activity is observed, bait stations are not necessary. However, if a significant rodent issue is identified, additional bait stations may be installed to effectively manage and mitigate the problem.

ACKNOWLEDGMENT OF ADDENDUM

All proposers must acknowledge receipt of this Addendum by signing below and including this form with their submitted proposal.

I acknowledge receipt of Addendum Number 1: REQUEST FOR PROPOSALS PEST CONTROL SERVICES FOR BUILDINGS AND PARKS for the City of Riverbank.

Company Name: Coonfield Enterprises INC
dba Allpro Pest Services

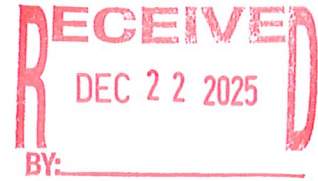
Authorized Representative: Andrea Coonfield, Secretary

Signature: [Handwritten Signature]

Date: 12/24/2025



5151 Pentecost Drive, Suite E
Modesto, CA 95356
209-602-5203
allpropestservices@outlook.com



December 18, 2025
Estimate for: City of Riverbank

Dear Michael Patton,

I would like to thank you for considering us for your pest control needs. Here at Allpro Pest Services we provide an excellent service at a very reasonable rate. We use only the best chemicals, products, and services to ensure that the job is done right. We have over 26 years' experience combined in our growing company. Allpro Pest Services is bonded, licensed and insured in the State of California.

Allpro Pest Services is a registered small business in the state of California.

"Certification ID 2009173"

If approved, in January for the first service, we would like to treat interior and exterior of all buildings, especially buildings with kitchens.

This estimate is for: Monthly/Bi-Monthly General Pest/Rodent Services

- Exterior treatment for general pests, ants, spiders, earwigs, roaches, etc.
- De-webbing all buildings that will be serviced.
- Interior services are upon request and at no extra charge.
- The service is guaranteed, if at any time you need Allpro, we are a phone call away.
- SDS/Labels to be left if necessary, in the parks and recreation department.
- This is a 3-year service contract.
- Snails, Bed bugs, Termites/Wood boring insects, Pigeons, Squirrels, Gophers and Honey Bee services are excluded from service and will require an additional fee.
- Allpro Pest Services is a full-service pest control company. We have a termite department, we have a thermal "Heat Treat" Remediation bed bug department, we also have a PERC unit for gophers and ground squirrels, we have a rodent exclusion department for rats, bats, pigeons, etc.

We are looking forward to working with you. Thank you again for your consideration! Feel free to contact us at any time.

Aaron Coonfield (owner)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pacific Alliance Insurance Brokerage License #0H27230 P O Box 3947 Fresno CA 93650		CONTACT NAME: Maria Henry CISR PHONE (A/C, No, Ext): (877) 505-5310 FAX (A/C, No): E-MAIL ADDRESS: mhenry@jgparker.com																						
INSURED Allpro Pest Services 5151 Pentecost Dr Ste E & I Modesto CA 95356		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>New York Marine And General Ins Co</td><td>16608</td></tr><tr><td>INSURER B:</td><td>California Automobile Insurance</td><td>38342</td></tr><tr><td>INSURER C:</td><td>Preferred Employers Insurance Co</td><td>10900</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	New York Marine And General Ins Co	16608	INSURER B:	California Automobile Insurance	38342	INSURER C:	Preferred Employers Insurance Co	10900	INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
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INSURER C:	Preferred Employers Insurance Co	10900																						
INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES **CERTIFICATE NUMBER:** 25-26 GL Poll BA WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Pesticide or Herbicide GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			PK202500029431	05/14/2025	05/14/2026	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BA040000093735	05/14/2025	05/14/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	PEG558109342	05/14/2025	05/14/2026	☒ PER STATUTE ☐ OTH-ER
			E.L. EACH ACCIDENT \$ 1,000,000				
			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

FOR INFORMATION USE ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Allpro Pest Services
5151 Pentecost Dr Ste E
Modesto CA 95356

List of Personnel

1. Adam Coonfield (owner)
2. Adam Coonfield (owner)
3. Ambrosio Rodriguez (technician)
4. Antonio Abundiz (technician)
5. Kenneth McCain (technician)
6. Luis Gonzalez (technician)
7. Angel Blanco (technician)
8. Gregory Steenburgh (technician)
9. Lawrence Rios (termite inspector)
10. Lisa Robles (office staff)
11. Erin Messer (office staff)

STRUCTURAL PEST CONTROL BOARD

LICENSING DETAILS FOR: 13259

NAME: COONFIELD, ADAM W

LICENSE TYPE: OPERATOR

LICENSE STATUS: CLEAR

LICENSE OR REGISTRATION CLASS: BRANCH 2 & 3

ADDRESS NOT DISCLOSED

EXPIRATION DATE

JUNE 30, 2026

LICENSE RELATIONSHIPS

NAME: ALLPRO PEST SERVICES

LICENSE/REGISTRATION TYPE: COMPANY
REGISTRATION

LICENSE NUMBER: 6261 **PRIMARY STATUS:** CLEAR

ADDRESS :

5151 PENTECOST DRIVE STE. E
MODESTO CA 95356
STANISLAUS COUNTY
MAP

STRUCTURAL PEST CONTROL BOARD

LICENSING DETAILS FOR: 12173

NAME: COONFIELD, AARON GREY

LICENSE TYPE: OPERATOR

LICENSE STATUS: CLEAR

LICENSE OR REGISTRATION CLASS: BRANCH 2

ADDRESS NOT DISCLOSED

ISSUANCE DATE

MARCH 29, 2011

EXPIRATION DATE

JUNE 30, 2028

LICENSE RELATIONSHIPS

NAME: ALLPRO PEST SERVICES

LICENSE/REGISTRATION TYPE: COMPANY
REGISTRATION

LICENSE NUMBER: 6261 **PRIMARY STATUS:** CLEAR

ADDRESS :

5151 PENTECOST DRIVE STE. E
MODESTO CA 95356
STANISLAUS COUNTY

MAP

STRUCTURAL PEST CONTROL BOARD

LICENSING DETAILS FOR: 42262

NAME: RODRIGUEZ, AMBROSIO J

LICENSE TYPE: FIELD REPRESENTATIVE

LICENSE STATUS: CLEAR

LICENSE OR REGISTRATION CLASS: BRANCH 2

ADDRESS NOT DISCLOSED

EXPIRATION DATE

JUNE 30, 2028

LICENSE RELATIONSHIPS

NAME: ALLPRO PEST SERVICES

LICENSE/REGISTRATION TYPE: COMPANY
REGISTRATION

LICENSE NUMBER: 6261 **PRIMARY STATUS:** CLEAR

ADDRESS :

5151 PENTECOST DRIVE STE. E
MODESTO CA 95356
STANISLAUS COUNTY
MAP

STRUCTURAL PEST CONTROL BOARD

LICENSING DETAILS FOR: 59054

NAME: ABUNDIZ, ANTONIO R

LICENSE TYPE: APPLICATOR

LICENSE STATUS: CLEAR

LICENSE OR REGISTRATION CLASS: BRANCH 2 & 3

ADDRESS NOT DISCLOSED

EXPIRATION DATE

JUNE 30, 2028

LICENSE RELATIONSHIPS

NAME: ALLPRO PEST SERVICES

LICENSE/REGISTRATION TYPE: COMPANY
REGISTRATION

LICENSE NUMBER: 6261 **PRIMARY STATUS:** CLEAR

ADDRESS :

5151 PENTECOST DRIVE STE. E
MODESTO CA 95356
STANISLAUS COUNTY
MAP

STRUCTURAL PEST CONTROL BOARD

LICENSING DETAILS FOR: 35385

NAME: MC CAIN, KENNETH F

LICENSE TYPE: FIELD REPRESENTATIVE

LICENSE STATUS: CLEAR

LICENSE OR REGISTRATION CLASS: BRANCH 2 & 3

ADDRESS NOT DISCLOSED

ISSUANCE DATE

DECEMBER 16, 2002

EXPIRATION DATE

JUNE 30, 2026

LICENSE RELATIONSHIPS

NAME: ALLPRO PEST SERVICES

LICENSE/REGISTRATION TYPE: COMPANY
REGISTRATION

LICENSE NUMBER: 6261 **PRIMARY STATUS:** CLEAR

ADDRESS :

5151 PENTECOST DRIVE STE. E
MODESTO CA 95356
STANISLAUS COUNTY
MAP

STRUCTURAL PEST CONTROL BOARD

LICENSING DETAILS FOR: 69939

NAME: BLANCO, ANGEL

LICENSE TYPE: APPLICATOR

LICENSE STATUS: CLEAR

LICENSE OR REGISTRATION CLASS: BRANCH 2 & 3

ADDRESS NOT DISCLOSED

ISSUANCE DATE

AUGUST 23, 2024

EXPIRATION DATE

JUNE 30, 2027

LICENSE RELATIONSHIPS

NAME: ALLPRO PEST SERVICES

LICENSE/REGISTRATION TYPE: COMPANY
REGISTRATION

LICENSE NUMBER: 6261 **PRIMARY STATUS:** CLEAR

ADDRESS :

5151 PENTECOST DRIVE STE. E

MODESTO CA 95356

STANISLAUS COUNTY

MAP

STRUCTURAL PEST CONTROL BOARD

LICENSING DETAILS FOR: 67328

NAME: GONZALEZ FLORES, LUIS E

LICENSE TYPE: APPLICATOR

LICENSE STATUS: CLEAR

LICENSE OR REGISTRATION CLASS: BRANCH 2 & 3

ADDRESS NOT DISCLOSED

ISSUANCE DATE

SEPTEMBER 23, 2022

EXPIRATION DATE

JUNE 30, 2028

LICENSE RELATIONSHIPS

NAME: ALLPRO PEST SERVICES

LICENSE/REGISTRATION TYPE: COMPANY
REGISTRATION

LICENSE NUMBER: 6261 **PRIMARY STATUS:** CLEAR

ADDRESS :

5151 PENTECOST DRIVE STE. E
MODESTO CA 95356
STANISLAUS COUNTY
MAP

STRUCTURAL PEST CONTROL BOARD

LICENSING DETAILS FOR: 69305

NAME: STEENBURGH, GREGORY BRYAN

LICENSE TYPE: FIELD REPRESENTATIVE

LICENSE STATUS: CLEAR

LICENSE OR REGISTRATION CLASS: BRANCH 2 & 3

ADDRESS NOT DISCLOSED

EXPIRATION DATE

JUNE 30, 2027

LICENSE RELATIONSHIPS

NAME: ALLPRO PEST SERVICES

LICENSE/REGISTRATION TYPE: COMPANY
REGISTRATION

LICENSE NUMBER: 6261 **PRIMARY STATUS:** CLEAR

ADDRESS :

5151 PENTECOST DRIVE STE. E

MODESTO CA 95356

STANISLAUS COUNTY

MAP

STRUCTURAL PEST CONTROL BOARD

LICENSING DETAILS FOR: 42425

NAME: RIOS, LAWRENCE R

LICENSE TYPE: FIELD REPRESENTATIVE

LICENSE STATUS: CLEAR

LICENSE OR REGISTRATION CLASS: BRANCH 2 & 3

ADDRESS NOT DISCLOSED

ISSUANCE DATE

OCTOBER 17, 2007

EXPIRATION DATE

JUNE 30, 2028

LICENSE RELATIONSHIPS

NAME: ALLPRO PEST SERVICES

LICENSE/REGISTRATION TYPE: COMPANY
REGISTRATION

LICENSE NUMBER: 6261 **PRIMARY STATUS:** CLEAR

ADDRESS :

5151 PENTECOST DRIVE STE. E
MODESTO CA 95356
STANISLAUS COUNTY
MAP

STRUCTURAL PEST CONTROL BOARD

LICENSING DETAILS FOR: 47952

NAME: ROBLES, LISA A

LICENSE TYPE: FIELD REPRESENTATIVE

LICENSE STATUS: CLEAR

LICENSE OR REGISTRATION CLASS: BRANCH 2

ADDRESS NOT DISCLOSED

ISSUANCE DATE

JULY 18, 2012

EXPIRATION DATE

JUNE 30, 2027

LICENSE RELATIONSHIPS

NAME: ALLPRO PEST SERVICES

LICENSE/REGISTRATION TYPE: COMPANY
REGISTRATION

LICENSE NUMBER: 6261 **PRIMARY STATUS:** CLEAR

ADDRESS :

5151 PENTECOST DRIVE STE. E
MODESTO CA 95356
STANISLAUS COUNTY
MAP

STRUCTURAL PEST CONTROL BOARD

LICENSING DETAILS FOR: 66182

NAME: MESSER, ERIN N

LICENSE TYPE: APPLICATOR

LICENSE STATUS: CLEAR

LICENSE OR REGISTRATION CLASS: BRANCH 2 & 3

ADDRESS NOT DISCLOSED

ISSUANCE DATE

FEBRUARY 4, 2022

EXPIRATION DATE

JUNE 30, 2027

LICENSE RELATIONSHIPS

NAME: ALLPRO PEST SERVICES

LICENSE/REGISTRATION TYPE: COMPANY
REGISTRATION

LICENSE NUMBER: 6261 **PRIMARY STATUS:** CLEAR

ADDRESS :

5151 PENTECOST DRIVE STE. E

MODESTO CA 95356

STANISLAUS COUNTY

MAP

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.4

SECTION 9: CONSENT CALENDAR

Meeting Date: January 27, 2026

Subject: Resolution to Approve and Adopt 2026 City of Riverbank Measure L Expenditure Plan Project List

From: Marisela H. Garcia, City Manager

Submitted By: Kathleen Cleek, Capital Projects/Regulatory Compliance Manager

RECOMMENDATION

It is recommended that the City Council adopt the 2026 City of Riverbank Measure L Expenditure Plan Project List for local streets and roads, traffic management, and bike and pedestrian improvement projects.

SUMMARY

On November 8, 2016 the Stanislaus County voters approved a ½ cent sales tax measure to fund local and regional transportation projects and programs. The tax is expected to generate approximately \$39 million dollars a year over a 25-year period for Stanislaus County.

The City of Riverbank entered into a Master Funding Agreement with the Stanislaus Council of Governments (StanCOG) and within that agreement the City agrees to provide StanCOG with a detailed project list for local streets and roads, traffic management and bicycle/pedestrian projects that are scheduled to be constructed with Measure L Funding. The projects identified on the Expenditure Plan Project List detail a comprehensive list of infrastructure improvements that the City has identified as priority projects.

The City receives annually approximately \$960,000 for local streets and roads, \$98,400 for bicycle & pedestrian projects and \$110,000 for traffic management projects. The last update to the list was approved by the City Council at the May 27, 2025 meeting. Staff has added three new projects under Local Streets and

Roads, and one project under Bike & Pedestrian to the 2025 Measure L Expenditure Plan.

Local Streets & Roads projects are as follows:

Townsend Avenue Overlay & ADA Improvements Project – Preliminary Engineering is complete. Engineer's Estimate totals \$436,612, Surface Transportation Block Grant Funds \$351,000 and requesting Measure L Funds totaling \$85,612. Construction Summer 2026.

Micro Slurry various roads and streets – Requesting Measure L Funds totaling \$20,000 for engineering and \$500,000 for construction. Construction Spring 2026.

Sidewalk along Roselle Avenue over MID Canal Project – Engineer's Estimate & Construction Inspections total \$499,668, Congestion Mitigation & Air Quality Funds \$399,850 and requesting Measure L Funds totaling \$99,818. Construction Spring 2026.

Stanislaus Street Overlay between Sixth Street and Eight Street Project – Requesting \$45,000 for engineering and \$500,000 for construction. Construction Spring 2027.

Riverside Drive Overlay between Third Street & Fourth Street Project – Engineering is complete. Requesting Measure L Funds totaling \$300,000 for construction. Construction Summer 2027.

Traffic Management projects are as follows:

Signal @ Snediger & Patterson – Requesting \$127,000 for engineering and traffic study.

Bicycle/Pedestrian projects are as follow:

Palmer Avenue Sidewalk Project – Patterson Road to Sierra Street – Engineering is complete. Requesting Measure L Funds totaling \$225,000 for construction. Construction Summer 2026.

Roselle Avenue Sidewalk Project – Monschien to Compass Foods - Engineer's Estimate totals \$404,000. Congestion Mitigation & Air Quality Funds \$358,000 and requesting Measure L Funds totaling \$46,000. Construction Spring 2027.

FISCAL IMPACT THROUGH THE SPRING OF 2026:

Measure L – Streets & Roads	\$1,550,430
Measure L – Traffic Management	\$127,000
Measure L – Bicycle/Pedestrian	\$271,000

ATTACHMENTS

1. Resolution
2. 2026 City of Riverbank Expenditure Plan Revised Project List

CITY OF RIVERBANK

RESOLUTION 2026-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK
APPROVING AND ADOPTING THE 2026 CITY OF RIVERBANK MEASURE L
EXPENDITURE PLAN PROJECT LIST**

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

WHEREAS, The Riverbank City Council has reviewed the 2026 City of Riverbank Measure L Expenditure Plan Project List presented by staff; and

WHEREAS, the ½ cent sales tax measure approved by the voters to fund local and regional transportation projects and programs is expected to generate approximately \$960,000 for the City of Riverbank’s local streets and roads; and

WHEREAS, the ½ cent sales tax measure approved by the voters to fund local and regional transportation projects and programs is expected to generate approximately \$110,000 for the City of Riverbank’s traffic management projects; and

WHEREAS, the ½ cent sales tax measure approved by the voters to fund local and regional transportation projects and programs is expected to generate approximately \$98,400 for the City of Riverbank’s bicycle/pedestrian projects; and

WHEREAS, each project on the 2026 City of Riverbank Measure L Expenditure Plan Project List attached, will require City Council review and approval prior to construction; and

WHEREAS, each year a comprehensive review of the proposed Measure L Project List will be conducted and any changes presented to Council.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby approves the City of Riverbank’s 2026 City of Riverbank Measure L Expenditure Plan Project List.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 27th day of January, 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: Exhibit A – 2026 City of Riverbank Measure L Expenditure Plan
Project List**

2026 City of Riverbank Measure L Expenditure Plan Project List Revised - 1-27-2026

Type	Projects	Description	Shared Cost	Measure L Funds	Planned Start	Planned Completion
Local Streets and Roads (50%)						
Overlay (CON)	Townsend Avenue - Terminal to Eighth Street	Townsend Avenue - Terminal to Eighth Street	Construction	Matching Funds \$85,612	FY 2026	FY 2026
Pedestrian & Road Improvements (CON)	Roselle Avenue Sidewalk over MID Canal	Roselle Avenue Sidewalk over MID Canal	Construction	\$99,818	FY 2026	FY 2026
Overlay (PE)	Stanislaus Street - Sixth Street to Eighth Street	Stanislaus Street - Sixth Street to Eighth Street	Preliminary Engineering	\$45,000	FY 2026	FY 2026
Overlay (CON)	Stanislaus Street - Sixth Street to Eighth Street	Stanislaus Street - Sixth Street to Eighth Street	Construction	\$500,000	FY 2027	FY 2027
Micro Slurry	Micro Slurry various Roads and Streets	Micro Slurry various Roads and Streets	Preliminary Engineering/ Construction	\$520,000	FY 2026	FY 2026
Overlay (CON)	Riverside Drive between 3rd & 4th	Riverside Drive between 3rd & 4th	Construction	\$300,000	FY 2027	FY 2027
Traffic Management (10%)						
Signal Project	Signal @ Snedigar & Patterson (PE)	Signal @ Snedigar & Patterson (PE)	Preliminary Engineering	\$127,000	FY 2026	FY 2026
Bike/Ped (5%)						
Sidewalk Project	Palmer Avenue Sidewalks - Patterson to Sierra Street	Palmer Avenue Sidewalks - Patterson Road to Sierra Street	Construction	\$225,000	FY 2026	FY 2026
Sidewalk Project	Roselle Ave Sidewalk between Monschien to Compass Foods	Roselle Ave Sidewalk - Monschien to Compass Foods	Construction	Matching Funds \$46,000	FY 2027	FY 2027

RIVERBANK CITY COUNCIL/ LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.5

SECTION 9: CONSENT CALENDAR

Meeting Date: January 27, 2026

Subject: Second Reading by Title Only of a Proposed Ordinance Amending Chapters 150 (BUILDING REGULATIONS) and 157 (WATER EFFICIENT LANDSCAPE AND IRRIGATION) of Title XV: LAND USAGE, by Amending and Adopting by Reference the 2025 Edition of the California Building Standards Code (California Code of Regulations, Title 24, Parts 1, 2, 2.5, 3, 4, 5, 6, 8, 10, 11 & 12, Including Identified Appendices).

From: Marisela H. Garcia, City Manager

Submitted by: Joshua E. Mann, Director of Community Development

RECOMMENDATION

It is recommended that the City Council do a second reading and consider adopting an Ordinance amending Chapters 150 (Building Regulations) and 157 (Water Efficient Landscape and Irrigation) of Title XV (Land Usage) of the Riverbank Municipal Code to adopt by reference the 2025 Edition of the California Building Standards Code (California Code of Regulations, Title 24, Parts 1, 2, 2.5, 3, 4, 5, 6, 8, 10, 11, and 12, including identified appendices), and authorize the City Building Official to administer and implement the adopted codes, including the determination of permit valuation in accordance with the California Building Code.

SUMMARY

The State of California mandates that local jurisdictions adopt and commence enforcement of the latest California Building Standards Code within six months of adoption by the State. The 2025 California Building Standards Code becomes effective January 1, 2026. In order to remain compliant with State law, the City of Riverbank must adopt and enforce the updated codes.

The proposed ordinance updates the City's building and water-efficient landscape regulations to reflect the most current State standards and confirms the administrative authority of the City Building Official to implement the codes, including determining permit valuation consistent with State law.

BACKGROUND

The California Building Standards Code is updated on a three-year cycle under the authority of the California Building Standards Commission and is codified as Title 24 of the California Code of Regulations. The Building Standards Code establishes minimum requirements to safeguard public health, safety, and welfare through uniform building regulations that reflect current construction practices, materials, engineering standards, energy efficiency, accessibility, and sustainability requirements.

The City of Riverbank has historically adopted each new edition of the California Building Standards Code to ensure consistency with State law and to provide clear, enforceable standards for development within the City.

Notable Code Updates

The 2025 California Building Standards Code continues to advance State policy goals related to safety, energy efficiency, and sustainability. Key updates include, but are not limited to:

- Enhanced energy efficiency standards, including expanded use of electric heat-pump technology for space and water heating.
- Continued requirements for solar photovoltaic systems and energy storage for certain residential, multifamily, and nonresidential buildings.
- Updated ventilation and indoor air quality standards.
- Expanded electric-ready and electric vehicle charging infrastructure requirements.
- Updates affecting specialized uses such as commercial greenhouses, controlled environment agriculture, and emerging building technologies.

Administrative Authority – Permit Valuation

During preparation of the 2025 California Building Standards Code adoption, staff conducted a routine review of the City's building regulations and administrative practices. As part of that review, staff noted that the permit valuation table currently in use has not been formally updated in several years and that clarification regarding valuation authority would be appropriate to ensure consistency with State law and current industry standards.

The California Building Code (CBC) Section 109.3 provides that "*the determination of value or valuation under any of the provisions of this code shall be made by the Building Official.*" Consistent with this authority, this code update clarifies that the City Building Official/Chief Building Official is responsible for determining permit valuation for fee calculation purposes and may utilize and periodically update recognized valuation data, such as Building Valuation Data published by the International Code Council, as necessary to ensure permit valuations remain accurate, fair, and consistent over time.

This clarification does not establish new fees, increase fee rates, or modify the City's adopted permit fee schedule. Permit fees remain subject to City Council approval by

resolution. This clarification is administrative in nature and is intended solely to align the City's practices with the California Building Code and standard practices used by jurisdictions throughout the State.

City Council Action – First Reading and Introduction of the Ordinance

On January 13, 2026, the City Council held a duly noticed public hearing and considered the first reading of an ordinance amending Chapters 150 and 157 of Title XV of the Riverbank Municipal Code to adopt by reference the 2025 California Building Standards Code. Following a staff presentation, Council discussion, and with no public comments received, the Council unanimously approved the first reading and introduction of the ordinance (Motion: Uribe / Fosi, Vote: 5-0). The ordinance is now presented for second reading and adoption.

ENVIRONMENTAL

The proposed ordinance is exempt from analysis under the California Environmental Quality Act (CEQA) pursuant to the Common Sense Exemption (CEQA Guidelines Section 15061(b)(3)), as the adoption of updated building codes does not have the potential to cause a significant effect on the environment.

FINANCIAL IMPACT

There is no direct fiscal impact associated with adoption of the 2025 California Building Standards Code beyond the cost of required code publications and staff training. Permit fee revenue is not affected by this action, as permit fees are established separately by City Council resolution.

ATTACHMENT

1. Ordinance 2026-XXX

**CITY OF RIVERBANK
ORDINANCE 2026-XXX**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVERBANK
AMENDING TITLE XV: LAND USAGE; CHAPTER 150: BUILDING REGULATIONS;
SECTIONS 150.01 THROUGH 150.16, AND ADOPTING BY REFERENCE THE 2025
EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA
CODE OF REGULATIONS, TITLE 24, PARTS 1, 2, 2.5, 3, 4, 5, 6, 8, 10, 11 AND 12,
INCLUDING IDENTIFIED APPENDICES), AND AMENDING TITLE XV: LAND
USAGE; CHAPTER 157: WATER EFFICIENT LANDSCAPE AND IRRIGATION;
SECTION 157.01: PURPOSE AND INTENT**

WHEREAS, California Building Standards Code is published in Title 24 of the California Code of Regulations and is adopted and updated by the California Building Standards Commission; and

WHEREAS, Title 24 is republished on a triennial basis to reflect advances in construction technology, materials, safety standards, energy efficiency, and sustainability; and

WHEREAS, the State of California mandates that local jurisdictions adopt and enforce the most recently adopted California Building Standards Code; and

WHEREAS, the 2025 Edition of the California Building Standards Code has been adopted by the California Building Standards Commission and becomes effective on the date established by the State of California; and

WHEREAS, the City of Riverbank finds that adoption of the 2025 California Building Standards Code is necessary to protect the public health, safety, and general welfare of its resident; and

WHEREAS, the City desires to amend its Municipal Code to adopt the 2025 California Building Standards Code by reference and to ensure its administrative provisions are implemented consistent with State law.

NOW, THEREFORE, The City Council of the City of Riverbank does hereby ordain as follows:

SECTION 1. Title XV: Land Usage, Chapter 150: Building Regulations, Sections 150.01 through 150.16 of the Riverbank Municipal Code are hereby amended to read as follows:

CHAPTER 150: BUILDING REGULATIONS

Section

General Provisions

150.01 Purpose and authority

150.02 Mandatory duty of care

150.03 Severability

150.04 Savings clause

Adoption of Standard Codes

150.05 Administrative Code

150.06 Building Code

150.07 Residential Code

150.08 Green Building Standards Code

150.09 Plumbing Code

150.10 Electrical Code

150.11 Fire Code

150.12 Mechanical Code

150.13 Energy Code

150.14 Existing Building Code

150.15 Historical Building Code

150.16 Solar/photovoltaic power systems

GENERAL PROVISIONS

§ 150.01 PURPOSE AND AUTHORITY.

The purpose of this chapter is to adopt by reference the 2025 Edition of the California Building Standards Code, Title 24 - Part 1; Part 2, Volume I & II; Part 2.5; Part 3; Part 4; Part 5; Part 6; Part 8; Part 9; Part 10; Part 11; and Part 12 of the California Code of Regulations subject to the definitions, clarifications, and the amendments set forth in this chapter. The purpose of this chapter is also to provide minimum requirements and standards for the protection of public safety, health, property, and welfare of the City of Riverbank. This chapter is adopted under the authority of Government Code subsection 50022.2 and Health and Safety Code Section 18941.5.

§ 150.02 MANDATORY DUTY OF CARE.

This chapter is not intended to and shall not be construed or given effect in a manner that imposes upon the city or any officer or employee thereof a mandatory duty of care towards persons and property within or without the city, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

§ 150.03 SEVERABILITY.

If any provision of §§ 150.01 through 150.16 and 157.01 or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this chapter are severable. This City Council hereby declares that it would have adopted this chapter irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

§ 150.04 SAVINGS CLAUSE.

The provisions of §§ 150.01 through 150.16 and 157.01 shall not affect or impair an act done or right vested or approved or any proceeding, suit or prosecution had or commenced in any cause before such repeal shall take effect; but every such act done, or right vested or accrued, or proceeding, suit or prosecution shall remain in full force and affect to all intents and purposes as if such ordinance or part thereof so repealed had remained in force. No offense committed and no liability, penalty or forfeiture, either civilly or criminally incurred prior to the time when any such ordinance or part thereof shall be repealed or altered by this Code shall be discharged or affected by such repeal or alteration; but prosecutions and suits for such offenses, liabilities, penalties or forfeitures shall be instituted and proceeded with in all respects as if such prior ordinance or part thereof had not been repealed or altered.

ADOPTION OF STANDARD CODES

§ 150.05 ADMINISTRATIVE CODE.

In order to regulate the erection, construction, enlargement, alteration, repair, removal, demolition, conversion, occupancy, equipment, wiring, plumbing, use, height, area, and maintenance of all buildings and structures within the City of Riverbank, the 2025 Edition of the California Administrative Code, published by the International Code Council (ICC), as adopted by the Building Standards Commission of the State of California and codified in the California Building Standards Code at Title 24, Part 1, of the California Code of Regulations, except as specifically repealed or amended by ordinance of the City of Riverbank, is hereby adopted and made a part of this chapter as though set forth in full herein. A true and correct copy of the 2025 California Administrative Code as adopted by this section shall be on file in the office of the City Building Official for examination and use by the public.

§ 150.06 BUILDING CODE.

In order to regulate the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, wiring, plumbing, use, height, area, and maintenance of all buildings and structures within the City of Riverbank, the 2025 Edition of the California Building Code, Title 24, Part 2, Volumes 1 and 2, published by the International Code Council (ICC), administrative sections, Chapter 29, Appendices A, C, and I; and amendments, as adopted by the Building Standards Commission of the State of California and codified at Title 24, Part 2 in the California Code of Regulations, except as specifically repealed or amended by ordinance of the City of Riverbank, is hereby adopted and made part of this chapter as though set forth in full herein. A true and correct copy of the 2025 California Building Code as adopted by this section shall be on file in the office of the City Building Official for inspection by the public.

§ 150.07 RESIDENTIAL CODE.

The purpose of this Code is to establish minimum requirements to safeguard the public health, safety, and general welfare through structural strength, means of egress facilities, stability, access to persons with disabilities, sanitation, adequate lighting, ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment, and to provide safety to firefighters and emergency responders during emergency operations. The provisions of this Code shall apply to the construction, alteration, enlargement, replacement, repair, equipment, use, occupancy, location, maintenance, removal, and demolition of every detached one and two single family dwellings, townhouse not more than three stories above grade plane in height with a separate means of egress and structures accessory thereto within the City of Riverbank. Therefore, the 2025 California Residential Code, Title 24, Part 2.5, published by the International Code Council (ICC), in the California Code of Regulations, except as specifically repealed or amended by ordinance of the City of Riverbank, is hereby adopted and made part of this chapter as though set forth in full herein. A true and correct copy of the 2025 California Residential Code as adopted by this section shall be on file in the office of the City Building Official for inspection by the public.

§ 150.08 GREEN BUILDING STANDARDS CODE.

(A) In order to improve public health, safety, and general welfare by enhancing the design and construction of buildings through the use of building concepts having a reduced negative impact or positive environmental impact, and encouraging sustainable construction practices within the City of Riverbank, the 2025 Edition of the California Green Building Standards Code, Title 24, Part 11 (also known as the CALGreen Code), published by the International Code Council (ICC), in the California Code of Regulations, except as specifically repealed or amended by ordinance of the City of Riverbank, is hereby adopted and made part of this chapter as though set forth in full herein. The provisions of this code shall apply to the planning, design, use, and occupancy of every newly constructed building or structure, unless otherwise indicated in this code, throughout the City of Riverbank. A true and correct copy of the 2025 California Green Building Standards Code as adopted by this section shall be on file in the office of the City Building Official for inspection and use by the public.

(B) This section shall be known as the Green Building Regulations of the City of Riverbank and regulates the construction of new buildings within this jurisdiction, except work located primarily in a public way, public utility towers and poles, mechanical equipment not specifically regulated in the California Green Building Code, and hydraulic flood control structures. The Green Building Regulations shall also apply to city owned buildings.

(C) Where in any specific case, different sections of the Green Building Regulations specify different materials, methods of construction, or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall apply.

§ 150.09 PLUMBING CODE.

In order to provide minimum requirements and standards for the protection of the public health, safety, and general welfare and to regulate the erection, installation, alteration, addition, repair, relocation, replacement, maintenance, and use of any plumbing system within the City of Riverbank, the 2025 Edition of the California Plumbing Code, Title 24, Part 5 and all appendix chapters, published by the International Association of Plumbing and Mechanical Officials (IAPMO), as adopted by the Building Standards Commission of the State of California and codified in the California Building standards Code at Title 24, Part 5 of the California Code of Regulations, except as specifically repealed or amended by ordinance of the City of Riverbank, is hereby adopted and made a part of this chapter as though set forth in full herein. A true and correct copy of the 2025 California Plumbing Code as adopted by this section shall be on file in the office of the City Building Official for inspection and use by the public.

§ 150.10 ELECTRICAL CODE.

In order to provide minimum standards for the proper regulation of the installation of electrical systems within the City of Riverbank, the 2025 Edition of the California Electrical Code, Title 24, Part 3, and all appendix chapters, published by the National Fire Protection Association (NFPA), as adopted by the Building Standards Commission of the State of California and codified in the California Building Standards Code at Title 24, Part 3, of the California Code of Regulations, except as specifically repealed or amended by ordinance of the City of Riverbank, is hereby adopted and made a part of the chapter as though set forth in full herein. A true and correct copy of the 2025 California Electrical Code shall be in the office of the City Building Official for inspection and use by the public.

§ 150.11 FIRE CODE.

In order to provide minimum standards to safeguard life, limb, health, property, and public welfare from fire and explosive 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 City of Riverbank, the 2025 California Fire Code, Title 24, Part 9, including Appendix Chapter 4, Appendices A, B, C, D, E, F, G, H, I, and J, published by the International Code Council (ICC), in the California Code of Regulations, as adopted by the Stanislaus Consolidated Fire Protection District, except as specifically repealed or amended by ordinance of the City of Riverbank, is

hereby adopted and made part of this chapter as though set forth in full herein. A true and correct copy of the 2025 California Fire Code as adopted by this section shall be on file in office of the Building Official for inspection by the public.

§ 150.12 MECHANICAL CODE.

(A) In order to provide minimum standards to safeguard life, limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation, maintenance, and use of heating, ventilating, cooling, refrigeration systems, and other heat-producing appliances and systems within the City of Riverbank, the 2025 Edition of the California Mechanical Code, Title 24, Part 4, and all appendix chapters, published by the International Association of Mechanical and Plumbing Officials (IAPMO), as adopted by the Building Standards Commission of the State of California and codified in the California Building Standards Code at Title 24, Part 4 of the California Code of Regulations, except as specifically repealed or amended by ordinance of the City of Riverbank, is hereby adopted and made a part of this chapter as though set forth in full herein. A true and correct copy of the 2025 California Mechanical Code as adopted by this section shall be on file in the office of the City Building Official for inspection and use by the public.

(B) Heating, cooling, and swimming pool equipment shall not be located within the required five-foot side or rear yard setback as defined by the City of Riverbank Zoning Ordinance for residential zonings.

§ 150.13 ENERGY CODE.

In order to provide minimum standards to safeguard life, limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation, maintenance and use of manufactured devices that have been certified by their manufacturer to meet or exceed minimum specifications or efficiencies by the California Energy Commission within the City of Riverbank, the 2025 Edition of the California Energy Code, Title 24, Part 6, and all appendix chapters, published by the International Code Council, as adopted by the Building Standards Commission of the State of California and codified in the California Building Standards Code at Title 24, Part 6 of the California Code of Regulations, except as specifically repealed or amended by ordinance of the City of Riverbank, is hereby adopted and made a part of this chapter as though set forth in full herein. A true and correct copy of the 2025 California Energy Code as adopted by this section shall be on file in the office of the City Building Official for inspection and use by the public.

§ 150.14 EXISTING BUILDING CODE.

In order to provide minimum standards to safeguard life, limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation, maintenance, and use of existing buildings while reducing the risk of death or injury that may result from the effects of earthquakes on existing unreinforced masonry bearing wall buildings within the City of Riverbank, the 2025 California Existing Building Code, Title 24, Part 10, published by the International Code Council (ICC), in the California Code of Regulations, except as specifically repealed or

amended by ordinance of the City of Riverbank, is hereby adopted and made part of this chapter as though set forth in full herein. A true and correct copy of the 2025 California Existing Building Code as adopted by this section shall be on file in the office the of City Building Official for inspection by the public.

§ 150.15 HISTORICAL BUILDING CODE.

In order to provide minimum standards to safeguard life, limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation, maintenance and use of historical buildings to provide solutions for the preservation of qualified historical buildings or properties, to promote sustainability, to provide access for persons with disabilities, to provide a cost-effective approach to preservation, and to provide for the reasonable safety of the occupants or users within the City of Riverbank, the 2025 California Historical Building Code, Title 24, Part 8, published by the International Code Council (ICC), in the California Code of Regulations, except as specifically repealed or amended by ordinance of the City of Riverbank, is hereby adopted and made part of this chapter as though set forth in full herein. A true and correct copy of the 2025 California Historical Building Code as adopted by this section shall be on file in the office of the City Building Official for inspection by the public.

SOLAR/PHOTOVOLTAIC POWER SYSTEMS

§ 150.16 SOLAR/PHOTOVOLTAIC POWER SYSTEMS.

(A) *Where installed.* Solar Photovoltaic Power Systems shall comply with the requirements of the 2025 California Residential Code, 2025 California Electrical Code, 2025 California Building Code, 2025 California Fire Code and California State Fire Marshal Solar Photovoltaic Installation Guidelines (the “Solar Photovoltaic Installation Guideline,” published April 22, 2008).

(B) The city may impose fees related to Solar/Photovoltaic Power Systems and from time to time amend said fees by resolution.

(C) *Small Residential Rooftop Solar Energy System review process.*

(1) The following words and phrases as used in this section are defined as follows:

ELECTRONIC SUBMITTAL. The utilization of one or more of the following:

1. E-mail;
2. The internet;
3. Facsimile.

SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEM. Includes all of the following:

1. A solar energy system that is no larger than ten kilowatts alternating current nameplate rating or 30 kilowatts thermal.

2. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the city and paragraph (iii) of subdivision (c) of Section 714 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.

3. A solar energy system that is installed on a single or duplex family dwelling.

4. A solar panel or module array that does not exceed the maximum legal building height as defined by the authority having jurisdiction.

SOLAR ENERGY SYSTEM. Has the same meaning set forth in paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.

(2) Section 65850.5 of the California Government Code provides that in developing an expedited permitting process, the city, county, or city and county shall adopt a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review. The building official is hereby authorized and directed to develop and adopt such checklist.

(3) The checklist shall be published on the city's internet website. The applicant may submit the permit application and associated documentation to the city's building division by personal or electronic submittal together with any required permit processing and inspection fees. In the case of electronic submittal, the electronic signature of the applicant on all forms, applications and other documentation may be used in lieu of a wet signature.

(4) Prior to submitting an application, the applicant shall:

(a) Verify to the city's reasonable satisfaction through the use of standard engineering evaluation techniques that the support structure for the small residential rooftop solar energy system is stable and adequate to transfer all wind, seismic, and dead and live loads associated with the system to the building foundation; and

(b) At the applicant's cost, verify to the city's reasonable satisfaction using standard electrical inspection techniques that the existing electrical system including existing line, load, ground and bonding wiring as well as main panel and subpanel sizes are adequately sized, based on the existing electrical system's current use, to carry all new photovoltaic electrical loads.

(5) For a small residential rooftop solar energy system eligible for expedited review, only one inspection shall be required, which shall be done in a timely manner and may include a consolidated inspection by the Building Inspector and Fire Department designee. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized; however, the subsequent inspection need not conform to the requirements of this subsection.

(6) An application that satisfies the information requirements in the checklist, as determined by the building official, shall be deemed complete. Upon receipt of an incomplete application, the building official shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

(7) Upon confirmation by the building official of the application and supporting documentation being complete and meeting the requirements of the checklist, the building official shall administratively approve the application and issue all required permits or authorizations within one to three working days in which the permit application is submitted. Such approval does not authorize an applicant to connect the small residential rooftop energy system to the local utility provider's electricity grid. The applicant is responsible for obtaining such approval or permission from the local utility provider.

SECTION 2. Title XV: Land Usage, Chapter 157: Water Efficient Landscape and Irrigation, Section 157.01 of the Riverbank City Code is amended to read as follows:

§ 157.01 Purpose and Intent.

The purpose and intent of this chapter is to establish landscaping regulations that are intended to:

(A) Enhance the aesthetic appearance of development in all areas of the city by providing development standards relating to quality, quantity and functional aspects of landscaping and landscape screening.

(B) Increase compatibility between residential and abutting commercial and industrial uses.

(C) Reduce the heat and glare generated by development.

(D) Establish a water conservation plan to reduce water consumption in the landscape environment using conservation principles important to the State of California and the City of Riverbank.

(E) Protect public health, safety, and welfare by minimizing the impact of all forms of physical and visual pollution, controlling soil erosion, screening incompatible land uses, preserving the integrity of neighborhoods, and enhancing pedestrian and vehicular traffic and safety.

(F) Comply with the California Department of Water Resources Model Water Efficient Landscape Ordinance as contained in Title 23, Division 2, Chapter 2.7 of the California Code of Regulations and the California Green Building Standards of 2025 and/or these standards as amended from time to time.

SECTION 3. This Ordinance shall become effective thirty (30) days from and after its final passage and adoption, provided it is published in a newspaper of general circulation at least fifteen (15) days prior to its effective date.

SECTION 4. If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent

jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 5. This Ordinance shall become effective thirty (30) days after its passage by the City Council, and following the affirmative vote of a majority of the members of the City Council. Within 15 days of its adoption, a summary of the ordinance shall be published in a newspaper of general circulation in the City of Riverbank, State of California, which summary shall include the names of those Council Members voting for and against the ordinance. A certified copy of the full text of such adopted ordinance or amendment shall be on file in the office of the City Clerk.

SECTION 6. The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Riverbank held on January 13, 2026. Said ordinance was given a second reading at a regular meeting of said Council on _____, 2026, and Councilmember _____, seconded by Councilmember _____, moved the adoption of said ordinance and upon roll call was carried by the following:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Gabriela Hernandez, CMC
City Clerk

Rachel Hernandez
Mayor

APPROVED AS TO FORM:

Tom Hallinan
City Attorney

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 10.1

SECTION 10: PUBLIC HEARING

Meeting Date: January 27, 2026

Subject: A Resolution to Adopt the New Fee Schedule for Park Amenities, Rentals, Recreation Programs, and Events

From: Marisela H. Garcia, City Manager

Submitted by: Michael Patton, Parks and Recreation Director

RECOMMENDATION

It is recommended that the City Council consider adopting a Resolution to approve the fees for Park Amenities, Rentals, Recreation Programs, and Events for the City of Riverbank offered with associated fees that are highlighted in Exhibit A.

SUMMARY

The Parks and Recreation Department is proposing an amendment of fees for park amenities, rentals, recreation programs, and events. The adjustment in fees is designed to meet local demands, improve department cost recovery by increasing revenues and decreasing expenditures, and to modernize fee structures.

Fees impacted by this proposal are Jacob Myers Park, camps, programs, aquatics, special events, community center, Scout Hall, Cardozo Middle School Gymnasium, Zerillo Park tennis courts, and Castleberg Park ball fields.

BACKGROUND

In 2024, the Parks and Recreation Department contracted with 110%, Inc., a consultant that specializes in performing financial sustainability strategies for parks and recreation departments nationwide, to perform a study on the department's financial resilience. This study included analyzing the department's revenues and expenditures over a complete fiscal year, current structures of charging and collecting fees, and providing recommendations on how to improve the department's cost recovery goals.

With results from the study, the Parks and Recreation Department has reviewed the current fees and compared them to the cost recovery goals outlined in the financial

sustainability study. The proposed adjustments reflect ideas to increase department revenues, reduce expenditures, maximize efficiency, and simplify the offerings.

The proposed fees were created with staff and presented to the Parks and Recreation Advisory Committee (PRAC). The PRAC reviewed the fees and provided a recommendation to the City Council to approve the proposed fees by a 4-0 vote.

STRATEGIC PLAN

A goal in the 2025-2030 City Strategic Plan is to prioritize financial stability. A strategy that is outlined in this goal is to 'review and update the city fee schedule...'. Updating the fee schedule for parks and recreation adheres to the strategic plan to ensure financial responsibility is a priority.

FINANCIAL IMPACT

With approval of this proposal, the Parks and Recreation Department anticipates impacts to both City revenues and expenditures. The proposed changes would modernize the Department's fee structure and generate additional revenue through programs, events, and facility rentals. The proposal also updates how certain fees are applied. For example, shifting from a flat daily rental rate to an hourly rate will better align fees with actual facility use, reduce exposure to uncontrolled variable costs, and ensure users are charged more equitably based on the time and resources consumed.

Overall, the intent of the proposal is to improve cost recovery, maximize revenue where appropriate, and promote fairness and efficiency across the Department's programs and services.

ATTACHMENTS

1. Resolution 2026-
2. Proposed Fee Schedule of Park Amenities, Rentals, Recreation Programs, and Events

CITY OF RIVERBANK

RESOLUTION 2026-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK TO ADOPT
THE NEW FEE SCHEDULE FOR PARK AMENITIES, RENTALS, RECREATION
PROGRAMS, AND EVENTS**

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

WHEREAS, the City of Riverbank Parks and Recreation Department provides a wide variety of parks, facilities, programs, and community events that enhance the quality of life for residents and visitors; and

WHEREAS, the City has a responsibility to ensure that fees for parks, recreation programs, facility rentals, and special events are fair, equitable, and reflective of the cost to provide those services; and

WHEREAS, the Parks and Recreation Department has conducted a financial sustainability and cost recovery analysis of its programs, facilities, and services to evaluate current fee structures, operating costs, and revenue performance; and

WHEREAS, the results of that analysis indicate that many existing fees are outdated and do not adequately reflect the true cost of providing services, maintaining facilities, or delivering high-quality programs; and

WHEREAS, the proposed updated fee schedule is intended to modernize the Department’s pricing structure, improve cost recovery, and support the long-term financial sustainability of parks, programs, and facilities while maintaining equitable access for the community; and

WHEREAS, the City Council desires to adopt a revised Parks and Recreation Fee Schedule to ensure fiscal responsibility, transparency, and the continued ability of the City to provide quality parks, recreation programs, and events to the community.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby approves and establishes the New Park Amenities, Rentals, Recreation Programs, and Events Fee Schedule as outlined in Exhibit A to be effective January 27, 2026.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 27th day of January, 2026; motioned by Councilmember _____ seconded by Councilmember _____, and upon roll call was carried by the following vote of _.

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Gabriela Hernandez,CMC
City Clerk

Rachel Hernandez
Mayor

Attachment: Fee Schedule of Park Amenities, Rentals, Recreation Programs, and Events

CITY OF RIVERBANK
Fee Schedule for Park Amenities, Rentals, Recreation Programs, and Events

PARKS – DESCRIPTIONS		
<i>Park Rental (all parks with gazebos):</i>	Current Fee	New Fee
Resident	\$110.00	\$110.00
Nonresident	\$135.00	\$135.00
Deposit	-	\$100.00
<i>Park Rental (Jacob Myers Park): Oak Grove, Rotary Area</i>	Current Fee	New Fee
Resident	\$110.00	\$110.00
Nonresident	\$150.00	\$150.00
Deposit	-	\$100.00
<i>Park Rental (Jacob Myers Park): Burney Pavilion</i>	Current Fee	New Fee
Resident	\$150.00	\$150.00
Nonresident	\$250.00	\$300.00
Electricity (Jacob Myers/Pavilion)	\$25.00	\$25.00
Deposit	-	\$100.00
<i>Jacob Myers Park</i>	Current Fee	New Fee
Parking Fee (April- September, Fri, Sat, Sun, & Holidays)		
Resident	\$7.00	\$7.00
Nonresident	\$10.00	\$12.00
Dog Park/ Trail Users	-	\$0.00 for 1 hour Park Pass
Wedding Gazebo	\$500.00	\$500.00
<i>Jacob Myers Park Military and First Responder Discount</i>		
Resident	-	\$5.00
Nonresident	-	\$10.00
<i>Jacob Myers Park Season Pass</i>		
Resident	\$35.00	\$35.00
Nonresident	\$50.00	\$60.00
<i>McRitchie Campground</i>		
Day Use	-	\$200.00
Nonprofit Organizations	\$50.00	\$50.00
Deposit	\$100.00	\$100.00
<i>Miscellaneous</i>	Current Fee	New Fee
Bounce House Permit	\$25.00	\$25.00
Special Event Permit	-	\$35.00
Facility Rental/ Special Event Permit Application Late Fee	-	\$50.00
Jacob Myers Park Rules Citation	-	\$100.00 per Citation

RECREATION PROGRAMS– DESCRIPTIONS		
Camps	Current Fee	New Fee
All Day Summer Camps		
Resident	\$125.00 Resident (2 ND Child) \$115	\$125.00
Nonresident	\$135 non- resident (2 nd Child) \$125	\$137.50
Mini Camps (ages 3 to 5)		
Resident	\$45.00	\$45.00
Nonresident	\$45.00	\$49.50
Camp Time Extension	\$25.00	\$50.00
Classes	Current Fee	New Fee
Zumba Gold	\$3.00 drop in	\$3.00 drop in
Archery	\$30.00 for 6 week session Individual Drop in \$25/per day	\$25.00 per Registered Class \$30.00 per Drop- In
Zumba	\$5.00 drop in	\$5.00 drop in
New Programs & Classes	-	Min.: \$0.00; Max.: \$100.00
Aquatics	Current Fee	New Fee
Recreational Swim	\$3.00	\$3.00 per Person
Lap Swim	\$3.00	\$5.00
Swim Lessons (Resident)	\$70.00/session	\$75.00
Swim Lessons (Non-resident)	\$75.00/session	\$82.50
Sharks & Mermaids Adaptive Swim Lessons		
Resident	\$100.00	\$125.00
Nonresident	\$100.00	\$137.50
Private Swim Lessons		
Resident	\$250.00	\$250.00
Nonresident	\$250.00	\$275.00
Swim Team		
Resident	\$135.00 2 nd child \$125	\$150.00
Nonresident	\$135.00 2 nd child \$125	\$165.00
Lifeguarding, First Aid for Public Safety Personnel	-	\$250.00

Pool Parties (Resident – with 1-60 guests)	\$150.00/hr.	\$150.00/hr.
Pool Parties (Nonresident – with 1-60 guests)	\$170.00/hour	\$170.00/hour
Pool Parties (Resident – with 61-90 guests)	\$170.00/hour	\$170.00/hour
Pool Parties (Nonresident – with 61-90 guests)	\$190.00/hour	\$190.00/hour
Pool Parties (Resident – with 91-120 guests)	\$190.00/hour	\$190.00/hour
Pool Parties (Nonresident – with 91-120 guests)	\$200.00/hour	\$210.00/ hour
Pool Pass (per individual)	\$30.00	\$30.00
Pool Pass (Family of 4)	\$100.00 \$20 each added person	\$100.00 \$20 each added person
New Pool Special Event/ Program/ Class	-	Min.: \$0.00; Max.: \$100.00
Special Events	Current Fee	New Fee
Halloween Haunted Hayride	\$12.00	\$15.00
Children (ages 3-12)	\$6.00	\$10.00
Christmas Parade Entry Fee	\$25.00	\$25.00
Christmas Craft Fair Booth Fee	\$50.00	\$50.00
Día de los Muertos Booth Fee		
10x10 Craft Booth	\$50.00	\$55.00
10x10 Food Booth	\$50.00	\$65.00
Food Truck	\$50.00	\$150.00
Día de los Muertos Altar fee	\$25.00	\$25.00
Cheese and Wine Vendor Fee: 10x10 Retail Space	\$75.00	\$85.00
Cheese and Wine Vendor Fee: 10x20 Retail Space	\$150.00	\$170.00
Cheese and Wine Vendor Fee: 10x30 Retail Space	\$225.00	\$255.00
Cheese and Wine Vendor Fee: 10x10 Food Space	\$125.00	\$130.00
Cheese and Wine Vendor Fee: 10x20 Food Space	\$250.00	\$260.00
Cheese and Wine Vendor Fee: 10x30 Food Space	\$375.00	\$390.00
Cheese and Wine Sponsorships	-	Min.: \$.01; Max: \$100,000.00
Cheese and Wine Programs	-	Min.: \$0.00; Max.: \$100.00
Cheese and Wine Merchandise	-	Min: \$0.01; Max.: \$100.00
Polar Bear Plunge Ticket	-	\$5.00
My Little One and Me Ticket	-	\$45.00
Additional Ticket for My Little One and Me	-	\$15.00
Food Truck Friday Vendor Fee		
10x10 Booth	-	\$45.00

Truck	-	\$65.00
Floating Pumpkin Patch Ticket	-	\$10.00
FACILITY RENTALS – DESCRIPTIONS		
<i>Community Center</i>	CURRENT FEE	NEW FEE
Resident Rental	\$1,700.00	\$150.00 per Hour
Nonresident Rental	\$2,000.00	\$200.00 per Hour
Deposit	\$500.00	\$500.00
Service Group (Includes set up/take down)	\$600.00	-
Memorial Service (3 hours maximum)	\$400.00	-
Stage	\$200.00	\$200.00
Sound system	\$100.00	\$100.00
Microphone	-	\$50.00
Podium	-	\$25.00
Onsite Security	-	\$38.00 per Hour
<i>Scout Hall</i>	Current Fee	New Fee
Resident	\$350.00	\$75.00 per Hour
Nonresident	\$400.00	\$100.00 per Hour
Deposit	-	\$250.00
Onsite Security	-	\$38.00 per Hour
<i>Teen Center</i>		
Resident	\$100.00	\$100.00 per Hour-
Non-resident	\$125.00	\$125.00 per Hour
Deposit	-	\$100.00
<i>Gym Rental</i>	Current Fee	New Fee
Rental Fee		
Public Use	\$50.00 per day	\$15.00 per Hour
Private Use	\$200.00 per day	\$100.00 per Hour
Deposit	\$250.00	\$250.00
Scoreboard	\$50.00	\$50.00
<i>Sports Complex</i>	Current Fee	New Fee
Field Use Per Field (East/West)	\$25 hour	\$25.00 per hour
Deposit	\$250.00	\$300.00
Staff	\$20.00/hour	\$22.00 per Hour
Lights Per Field	\$30.00/hour	\$35.00 per Hour
Scoreboard Rental	\$50.00/day	\$50.00 per Day
Snack Bar Rental	\$200.00/day	\$200.00 per Day
<i>Castleberg Park – Ball Diamonds</i>	Current Fee	New Fee
Field Use	\$30.00 per hour	\$30.00 per hour per field
Deposit	-	\$200.00

Lights (2 hour minimum)	-	\$35.00 per Hour per Field
Park Aide/Site Monitor	\$20.00	\$22.00 per Hour
Field Drag Fee (No Chalk)	-	\$75.00 per Field
Concession Stand	-	\$200.00 per Day
<i>Zerillo Park Tennis Courts</i>	Current Fee	New Fee
Key to Courts	-	\$5.00
Court Rental	-	\$10.00 per Hour per Court

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 11.1

SECTION 11: NEW BUSINESS

Meeting Date: January 27, 2026

Subject: Presentation by Chief Ridenour on Current Staffing Allocations and Five-Year Plan for Riverbank Police Services and to Consider a Resolution Authorizing the Reallocation of One Community Resource Deputy Position to a Patrol Deputy Position

From: Marisela H. Garcia, City Manager

Submitted by: Ed Ridenour, Police Chief

RECOMMENDATION

It is recommended that the City Council receive a presentation from Chief Ridenour on the current staffing allocation for Riverbank Police Services and the proposed five-year staffing plan.

The Council is asked to consider a Resolution reallocating the already approved Community Resource Deputy position to a Patrol Deputy.

Alternatively, the Council may provide feedback and direction on reallocation and staffing requests, or request that staff research other options.

SUMMARY:

Riverbank Police Services remains committed to safety and partnership with our residents. Our dedicated team exemplifies Community-Oriented Policing, focusing on community engagement, quality of life, and maintaining prompt response times as Riverbank continues to grow.

Currently, we have 23 allocated sworn personnel (22 staffed, 1 pending), serving approximately 26,090 residents. This results in a ratio of 0.88 deputies per 1,000 residents when fully staffed. Our sworn staff are supported by four non-sworn employees: one community services officer, one records supervisor, and two records clerks.

STRATEGIC PLAN

This item is directly associated with the 2025-2030 Strategic Plan Goal to “*Support Public Safety*”.

COMMUNITY RESOURCE DEPUTY RE-ALLOCATION

Our **first** recommendation is to reallocate the already approved second Community Resource Deputy to Patrol Operations.

At the beginning of 2024, with the Council’s support, we requested a second Community Resource Deputy position, recognizing a 2- to 3-year wait due to the hiring and training process. At that time legal restrictions from the 9th Circuit Court of Appeals limited our ability to enforce illegal camping and trespass laws, prompting us to focus on providing resources to the unhoused community. Public spaces became overrun, and our Community Resource Deputy was overwhelmed with complaints.

In June 2024, the US Supreme Court overturned the earlier ruling, restoring our ability to enforce trespass violations in public spaces. This decision has allowed all deputies to help keep public spaces accessible and allowed the Community Resource Deputy to focus on other quality-of-life issues. As a result, the second requested Community Resource Deputy would now be better utilized as a Patrol Deputy to ensure adequate coverage and response times.

Currently, Riverbank has 10 patrol deputies split across two squads (the first half of the week and the second half), providing 24/7 coverage. Each squad consists of two (2) day shift deputies (7am-7pm), one (1) swing shift deputy (3pm-3am), and two (2) graveyard deputies (7pm-7am). Additional support is provided by Traffic Deputies, Detectives, the Community Resource Deputy, and the School Resource Deputy during weekday business hours.

Outside of Monday-Friday, 8am-5pm, coverage drops to two deputies, as the swing shift position is often unfilled due to staffing demands elsewhere, resulting in 156 days of swing shift vacancy in 2024 and 158 days in 2025. Our average response time is 3.6 minutes, rising to 5.7 minutes after hours, when staffing is lowest, resulting in a 60% increase.

Over the past five years, our total calls for service have increased by nearly 20%. From 2020 to 2023, we averaged approximately 10,500 calls per year. In 2024, calls for service rose significantly to 12,258, and this upward trend continued into 2025, with a current total of 12,685 (a 3.5% increase from 2024).

Organized retail theft remains a significant challenge across our state, and Riverbank is no exception. In 2024, we recorded 277 retail theft incidents, resulting in a reported total loss of \$122,689. The situation worsened in 2025, with incidents rising to 302 and total reported losses reaching \$193,637. These crimes have placed additional demands on

our department, including responding to theft calls, conducting extra patrols, and carrying out organized retail theft operations.

To improve coverage, it is recommended that the already approved second Community Resource Deputy be reallocated to patrol, specifically on the swing shift, to ensure at least three, and sometimes four, deputies are available during peak times. This adjustment supports our commitment to prompt response for 911 and non-emergency calls, which is increasingly important as Riverbank grows in housing, traffic, and retail activity.

ADDITIONAL PATROL DEPUTY REQUEST – FOR FUTURE CONSIDERATION

A **future** recommendation is to request an additional patrol deputy now, while being mindful of the 2-3-year wait time for recruitment and training. This item will be discussed during the preparation of the annual budget.

With only one swing shift position per squad currently, adding another would allow both squads to have two swing-shift deputies, ensuring greater coverage during peak hours.

If this new deputy is approved and once filled, Riverbank Police Services will have 24 sworn staff serving approximately 26,090 residents, for a ratio of 0.92 deputies per 1,000 residents. The generally accepted benchmark for a city of our size is 1 sworn deputy per 1,000 residents, which would require 26 sworn positions.

FIVE-YEAR STAFFING PLAN

To address these staffing needs and to plan for the city's continued growth, a 5-year staffing plan has been developed:

2026 – (Earliest fulfillment 2028)

- One Deputy: Patrol Deputy, Swing Shift

2027– (Earliest fulfillment 2029)

- One Deputy: Second Community Resource Deputy

2028– (Earliest fulfillment 2030)

- One Deputy: Traffic Deputy

2029– (Earliest fulfillment 2031)

- One Deputy: Detective

2030– (Earliest fulfillment 2032)

- One Deputy: Detective

This plan provides a roadmap for reaching appropriate staffing levels and maintaining high standards of public safety as Riverbank continues to grow.

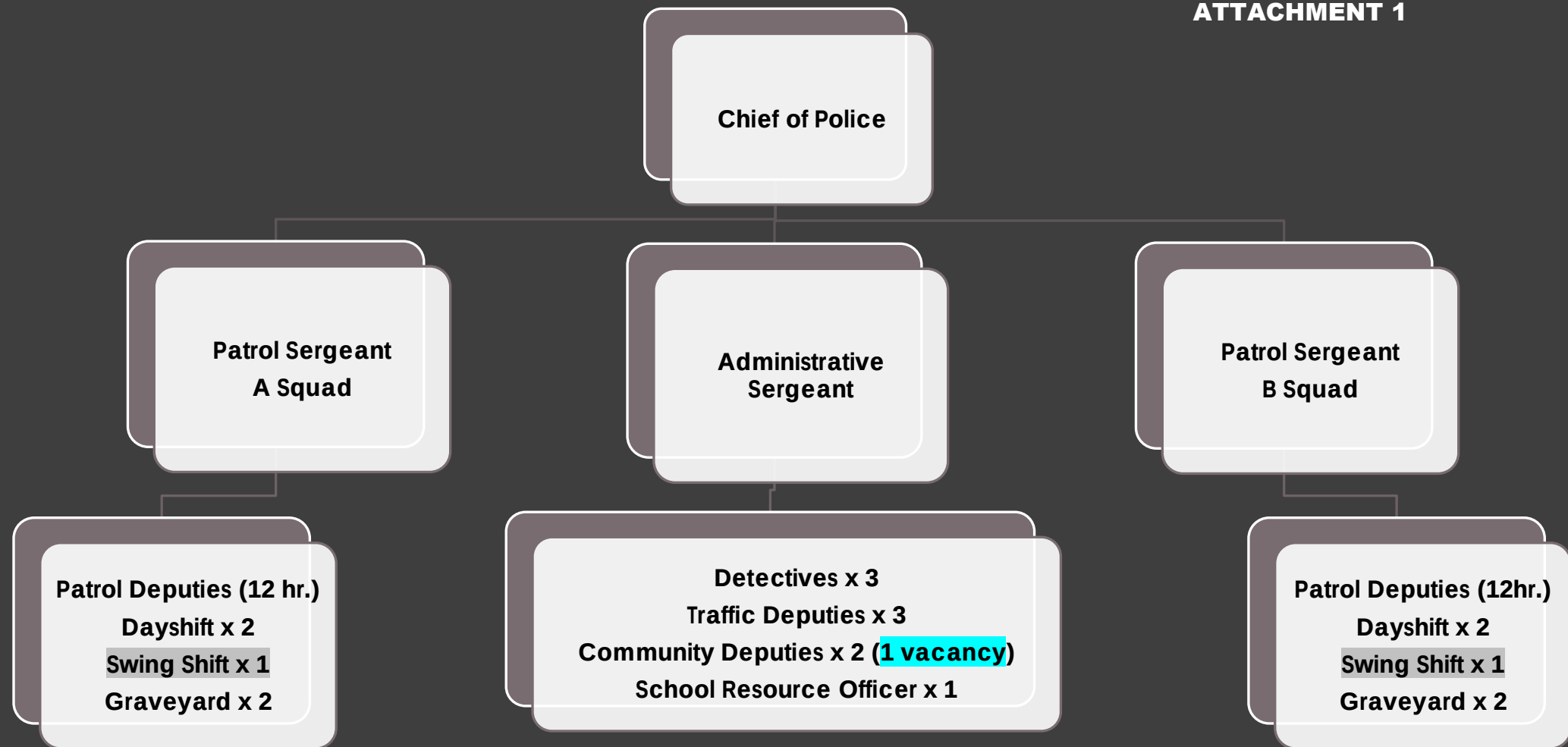
FINANCIAL IMPACT

Recommendation 1 is to reallocate the already approved second Community Resource Deputy to Patrol—specifically to swing shift. There is **no new financial impact** on this decision as it has already been previously approved by City Council.

Future Recommendation is to request an additional Patrol Deputy to staff a second swing shift position on the opposite patrol squad, with the understanding that the hiring and training process will require a *2-3 year wait before fulfillment*. This addition would result in an **annual increase of \$160,000 to the Sheriff's contract** for police services. This discussion will be held during the annual budget preparation.

ATTACHMENTS

1. Riverbank Police Services Staffing and Organizational Chart
2. Riverbank Police Services Calls for Service Response Time Analysis
3. Riverbank Police Services Year End Statistical Report
4. Resolution 2026-XXXX



RIVERBANK POLICE SERVICES

23 Total Sworn Positions. Ratio of .92 sworn per 1,000 residents (.88 with current vacancy).

STANISLAUS COUNTY SHERIFF'S OFFICE

THREAT ASSESSMENT CENTER

Riverbank Calls for Service Response Time Analysis (2025)



Jeff Dirkse
Sheriff Coroner

Date of Report: December 11, 2025

Date Range Searched: January 1, 2025 - December 10, 2025

Location: All non-self-initiated activity (SIA) calls for service (CFS) within the Riverbank Police Services jurisdiction.

Data Source: Stanislaus County Sheriff's Office Integrated Criminal Justice Information System (ICJIS)

Purpose

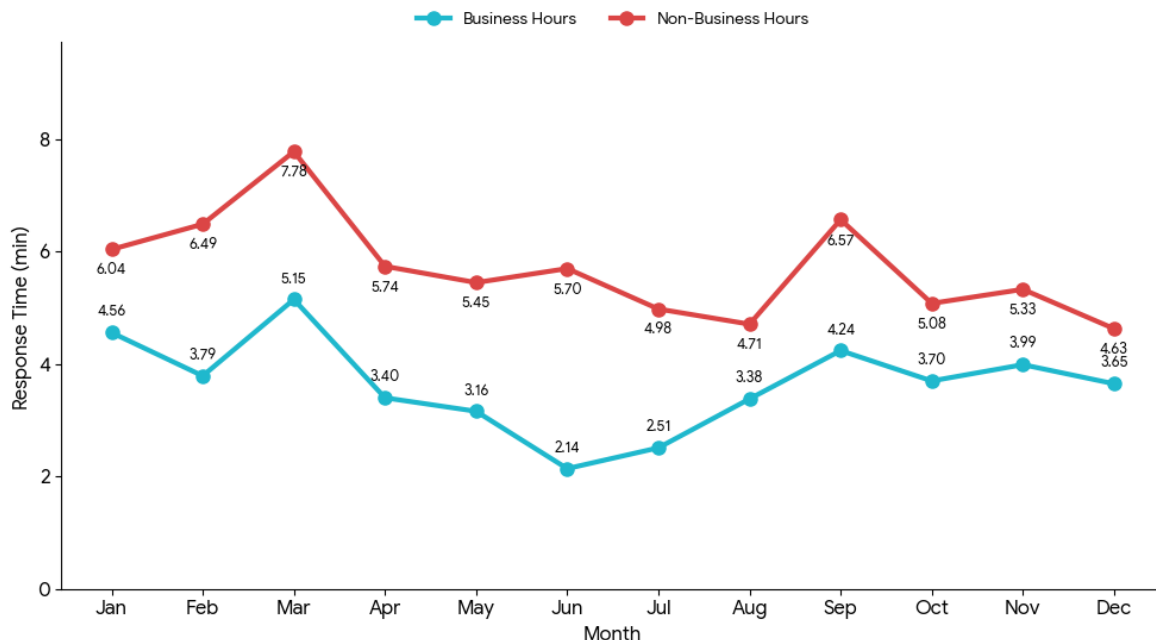
To analyze 2025 response times and call volume intensity for the Riverbank (RPS), comparing standard business hours against nights and weekends.

Analysis of Response Times and Staffing Alignment

The data for 2025 indicates that response times are consistently faster during **Business Hours** (Monday–Friday, 08:00–16:59) compared to **Non-Business Hours** (all other times, including weekday nights and the full 48 hours of Saturday and Sunday).

- **Faster Response During Business Hours:** The overall average response time for non-SIA activity during Business Hours was **3.6 minutes**, compared to **5.7 minutes** during Non-Business Hours.

Monthly Average Response Times: Business vs. Non-Business Hours (2025)



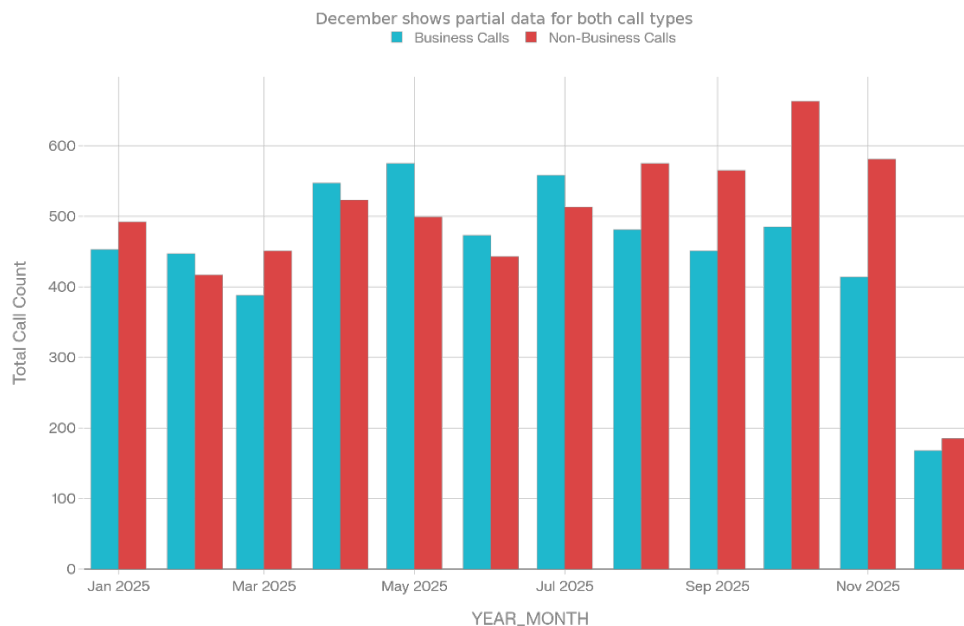
Months	Business Hours (min)	Non-Business Hours (min)
2025-01	4.56	6.04
2025-02	3.79	6.49
2025-03	5.15	7.78
2025-04	3.4	5.74
2025-05	3.16	5.45
2025-06	2.14	5.7
2025-07	2.51	4.86
2025-08	3.38	4.71
2025-09	4.24	6.57
2025-10	3.7	5.08
2025-11	3.99	5.33
2025-12*	3.65	4.63

* Partial as of December 11, 2025

Red = higher wait Blue = lower wait.

- **Workload Intensity:** While the total number of calls was higher during Non-Business Hours (5,907 vs. 5,440), this is a function of the longer time window (123 hours/week vs. 45 hours/week). When normalized for time, Business Hours workload intensity was approximately 2.33 calls per hour, more than double the 0.92 calls per hour seen during Non-Business times.

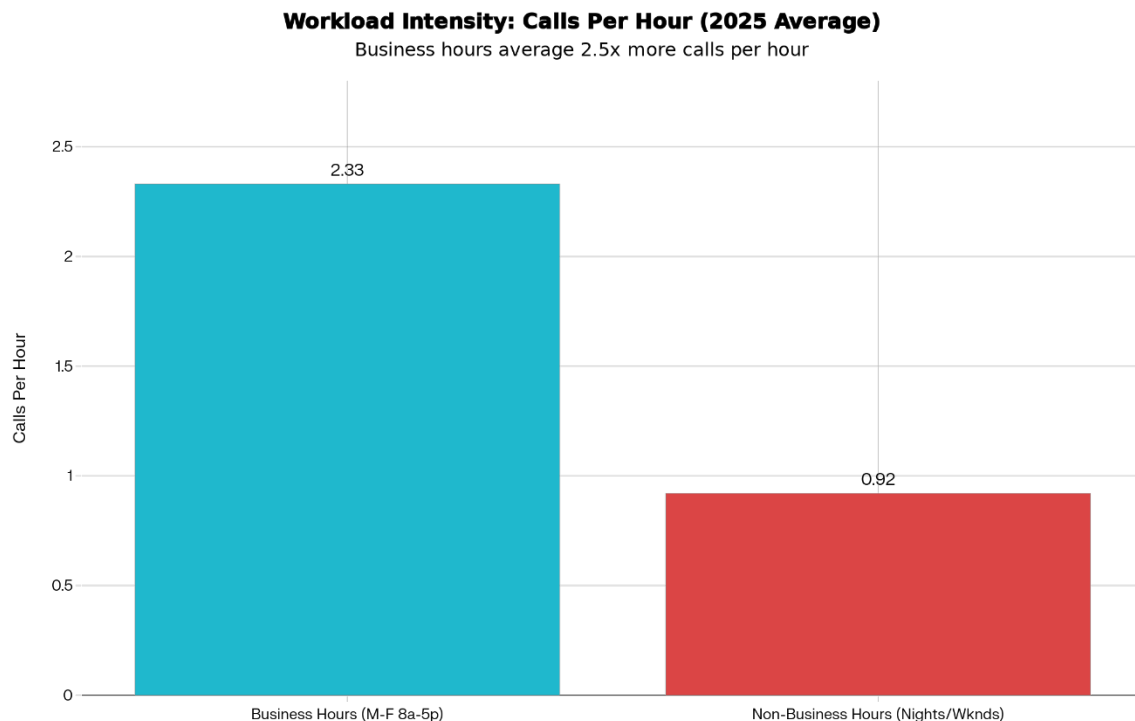
Call Volume Remains Steady Throughout Year (2025)



Total call counts are generally comparable during Non-Business hours. The non-business category covers 73% of the total hours in a week.

Workload Intensity (Calls Per Hour)

Adjusting for the duration of each period shows that officers face a higher "calls per hour" rate during business hours.



Disclaimer & Methodology

Note on Time Periods

Business hours are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. All other times, including weekday nights and the full 48 hours of Saturday and Sunday, are grouped as **non-business hours**. Non-business hours cover about 73% of the week (123 hours), while business hours cover about 27% (45 hours).

Data and Methods

This analysis uses 2025 calls for service for the Riverbank. Response times and counts are aggregated by month and by two-time categories (business vs non-business).

The response times shown are simple averages for each month and time period, not adjusted for call type, priority, or outliers, so unusual incidents can shift monthly averages. December 2025 reflects incomplete data for the year.

The results are descriptive and do not by themselves prove causation; they are intended to support planning and staffing discussions.

STANISLAUS COUNTY SHERIFF'S OFFICE

CRIME ANALYST UNIT

YEAR END REPORT – RIVERBANK POLICE SERVICE



Jeff Dirkse
Sheriff Coroner

The following report contains information representing Riverbank Police Services Calls for Service for a ten-year period between 2016 – 2025 derived from the Sheriff's Office ICJIS database. Calls for Service data is compiled using Final Call Type classifications. Average response times are calculated using documented Dispatch Time and On Scene Time. It should also be noted that arrest information consists of arrestees of 18+ years of age.

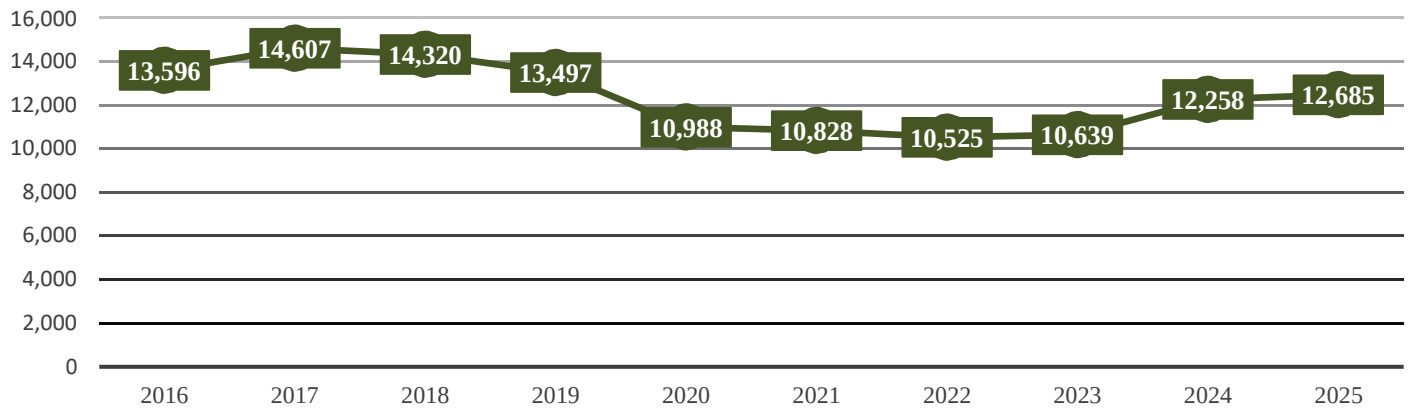
CALLS FOR SERVICE: 2016 – 2025

CALLS FOR SERVICE	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
TOTAL	13,596	14,607	14,320	13,497	10,988	10,828	10,525	10,639	12,258	12,685
UCR Part 1	737	664	582	560	402	443	463	488	455	405
Violent Crime	62	55	37	32	24	33	42	28	38	23
Homicide	0	0	0	0	0	0	1	0	0	1
Forcible Rape	5	4	2	5	1	4	1	4	4	2
Robbery	24	29	12	8	6	10	19	7	13	8
Aggravated Assault	33	22	23	19	17	19	21	17	21	12
Property Crime	675	609	545	528	378	403	421	460	417	382
Burglary	169	142	128	118	75	65	77	87	52	57
Larceny Theft	406	401	336	339	266	281	298	335	322	290
Motor Vehicle Theft	98	62	80	68	36	57	41	37	41	34
Arson	2	4	1	3	1	7	5	1	2	1
UCR Part 2	4,413	3,826	4,121	3,808	2,911	2,294	2,448	2,422	2,383	2,639
DUI	50	35	34	47	45	44	70	68	50	41
Shooting	6	10	8	8	3	5	3	4	4	3
Firearm / Weapon	1	4	3	1	4	3	1	0	1	3
Drug Violation	54	83	107	76	77	46	52	20	26	35
Other Assault	459	422	454	370	355	347	319	320	333	379
Sex Offense	23	20	16	21	20	17	20	19	14	16
Family / Children	630	474	565	483	491	407	386	437	431	407
Forgery / Counterfeit	33	14	19	14	10	9	7	6	6	6
Embzl / Fraud / Extort	40	24	23	15	19	29	30	27	28	23
Identity Theft	60	63	38	21	32	53	50	26	31	22
Vandalism	176	140	118	76	89	98	86	83	80	104
Disturbing the Peace	728	604	660	664	534	497	499	551	516	725
Obstructing the Justice	51	32	46	35	49	21	52	35	34	47
All Other Offenses	90	128	96	122	112	109	120	130	140	147
Suspicious Activity	1,117	946	1,063	919	691	547	571	526	511	560
Alarm	895	827	871	936	380	175	182	170	178	121
Mental Health Crisis	119	117	114	77	78	71	60	68	42	29
Warrant Served	140	199	156	154	91	114	110	75	89	76
Traffic	1,217	1,361	1,360	1,232	928	923	809	1,025	1,341	1,367
Investigative Activity	949	1,010	1,178	1,342	1,076	1,399	1,533	1,341	1,587	1,908
Extra Patrol Request	127	140	199	139	448	197	105	660	532	380
Assisting Other Agency	164	172	183	167	152	155	168	206	196	215
Miscellaneous	2,163	2,316	2,223	2,329	1,942	2,265	1,964	1,759	2,040	1,976
Pursuit	1	0	3	4	2	6	11	7	5	7

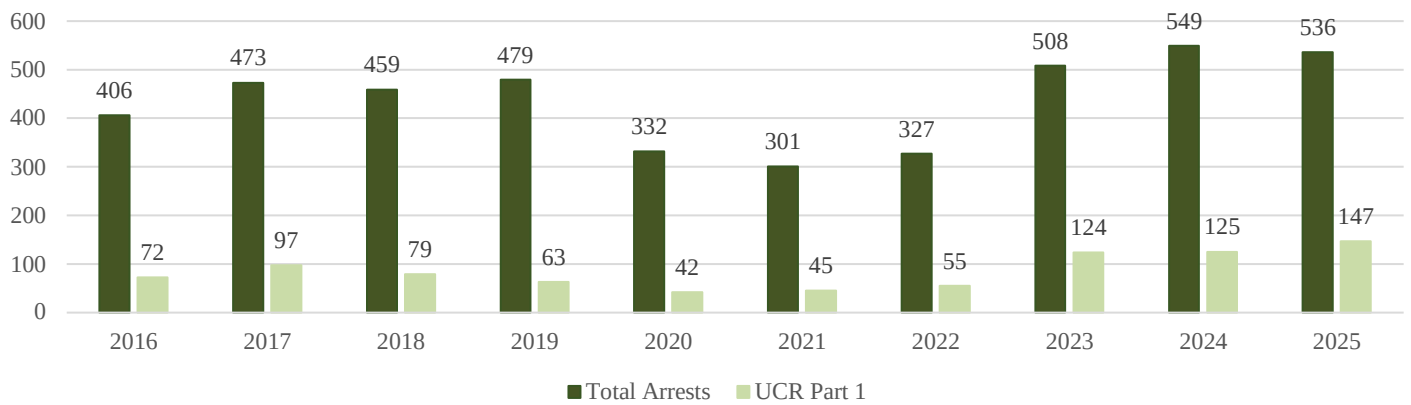
*****FOR OFFICIAL USE ONLY*****

The items contained are only the information known at the time of the entry and may not accurately reflect the details of the incident described.

CALLS FOR SERVICE TOTALS: 2016 - 2025



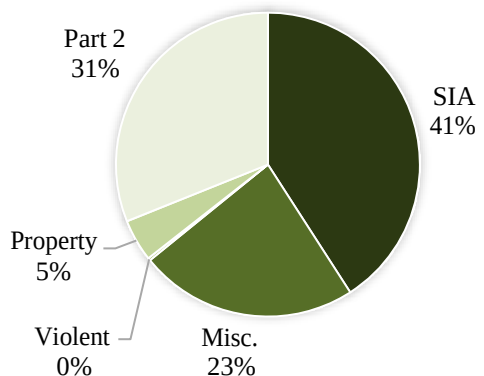
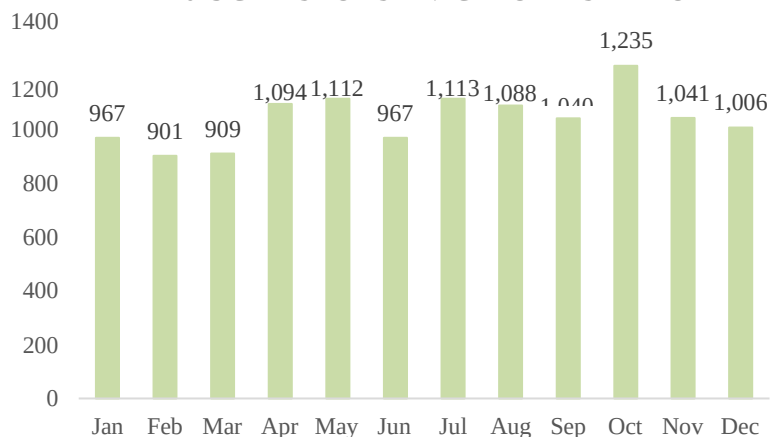
ARRESTS BY YEAR: 2016 - 2025



SELF-INITIATED ACTIVITIES (SIA)

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Community Oriented Policing	1	8	2	22	20	54	42	115	332	482
Area Check	209	160	129	123	139	112	102	130	93	109
Bar Check	0	11	3	5	2	2	4	1	2	2
Bike Stop	166	456	342	363	137	38	100	77	164	166
Pedestrian Stop	225	388	405	22	197	77	80	83	63	124
Traffic Stops	2,965	3,779	3,320	2,922	2,463	2,565	2,526	2,182	2,934	2,590
TOTAL	3,566	4,802	4,201	3,655	2,958	2,848	2,854	2,588	3,588	3,473

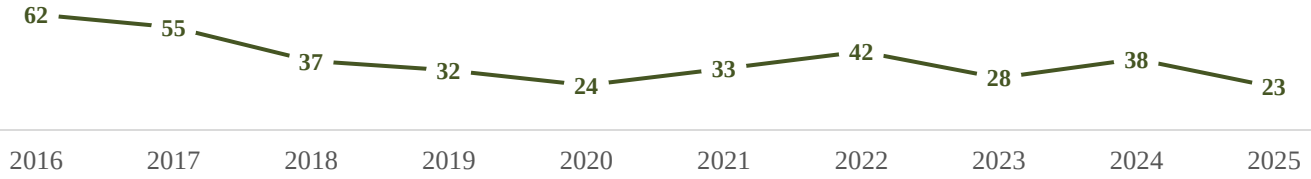
2025 CALLS FOR SERVICE TOTALS BY MONTH



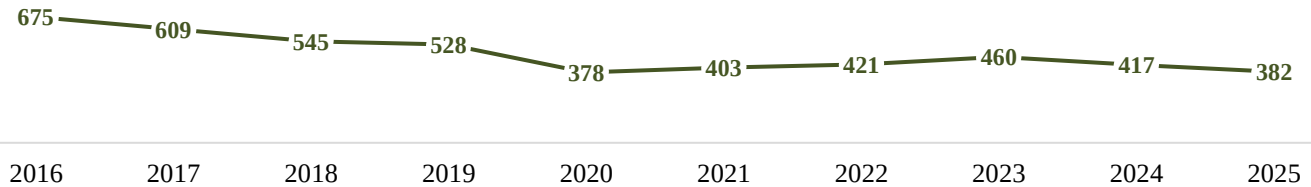
*****FOR OFFICIAL USE ONLY*****

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VIOLENT CRIME TRENDS: 2016 - 2025



PROPERTY CRIME TRENDS: 2016 - 2025



AVERAGE RESPONSE TIMES (in minutes)		
CRIME TYPE	2024	2025
Aggravated Assault	7.30	3.24
Alarm Calls	5.28	5.73
All Other Offenses	4.67	7.52
Area Check	10.01	5.56
Arson	5.89	7.85
Assist Other Agency	7.17	7.75
Burglary	11.61	5.83
Disturbing the Peace	7.05	5.92
Drug Abuse Violations	2.35	1.99
DUI	3.00	1.98
Embzl / Fraud/ Extort	6.09	6.61
Family Offenses	5.68	6.44
Firearms / Weapons	--	1.07
Forcible Rape	25.58	0.08
Forgery / Counterfeit	2.33	5.30
Identity Theft	9.73	9.05
Investigative Activity	2.94	1.42
Larceny – Theft	8.93	8.22
Mentally Disturbed	6.20	6.46
Miscellaneous	6.46	6.88
Motor Vehicle Theft	12.89	18.28
Obstruct	5.52	5.55
Other Assaults	6.27	5.91
Robbery	3.61	3.47
Sex Offense	14.57	12.90
Shooting	4.64	4.29
Suspicious Activity	5.31	4.15
Traffic	3.04	2.70
Vandalism	13.86	9.17
Warrant	0.90	1.21

Overall average response time to Calls for Service in 2024 was approximately **3.45 minutes**.

Overall average response time to Calls for Service in 2025 was approximately **3.91 minutes**.

*****FOR OFFICIAL USE ONLY*****

The items contained are only the information known at the time of the entry and may not accurately reflect the details of the incident described.

CITY OF RIVERBANK

RESOLUTION 2026-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
AUTHORIZING THE REALLOCATION OF ONE COMMUNITY RESOURCE DEPUTY
POSITION TO A PATROL DEPUTY POSITION**

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

WHEREAS, the City of Riverbank contracts with the Stanislaus County Sheriff to provide law enforcement services to the community; and

WHEREAS, in March 2024 the City approved Resolution 2024-014 which authorized the City Manager to request an additional Community Resource Deputy (CRD) position to focus on community engagement, outreach, and community-oriented policing; and

WHEREAS, the City Council recognizes the need to prioritize public safety and ensure adequate patrol coverage to maintain timely response and proactive enforcement; and

WHEREAS, recent trends indicate an increase in calls for service, response times, and criminal activity, including organized retail theft and other priority incidents, which require enhanced patrol presence; and

WHEREAS, reallocating the CRD position to a Patrol Deputy position will allow for greater flexibility in deployment, improved response times, and enhanced visibility throughout the community; and

WHEREAS, this reallocation will not increase the overall contract cost but will adjust the staffing configuration to better meet the City’s current operational needs.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby approves the reallocation of one (1) Community Resource Deputy position to one (1) Patrol Deputy position within the Stanislaus County Sheriff contract for law enforcement services.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 27th day of January, 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

RIVERBANK CITY COUNCIL/ LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 11.2

SECTION 11: NEW BUSINESS

Meeting Date:	January 27, 2026
Subject:	Adoption of a Groundwater Use Management Program in the Modesto Groundwater Subbasin
From:	Marisela H. Garcia, City Manager
Submitted by:	Cody Bridgewater, Public Works / LRA Director

RECOMMENDATION

It is recommended that the City Council consider adopting a resolution authorizing collaboration with the Stanislaus and Tuolumne Rivers Groundwater Basin Association (STRGBA) Groundwater Sustainability Agency (GSA), its member agencies, consultants, stakeholders and the County of Tuolumne GSA to take such actions as may be reasonably necessary to (1) approve and implement the Groundwater Use Management Program (GWUMP or Program) for the Modesto Subbasin to ensure long-term groundwater sustainability, and (2) develop action plans which ensure the demand management actions identified in the GWUMP are under implementation beginning January 31, 2027. Adoption of the GWUMP fulfills commitments made in prior Council actions and advances compliance with the Sustainable Groundwater Management Act (SGMA).

BACKGROUND

On February 16, 2017, the STRGBA GSA was formed. Member agencies include the City of Modesto, Modesto Irrigation District, City of Oakdale, Oakdale Irrigation District, City of Riverbank, City of Waterford, and Stanislaus County. The GSA collaboratively manages groundwater in the Modesto Subbasin pursuant to SGMA requirements.

The STRGBA GSA partnered with the County of Tuolumne GSA to develop a single, coordinated Groundwater Sustainability Plan (GSP) for the Modesto Subbasin. The final GSP was submitted to the Department of Water Resources (DWR) on January 31, 2022. On January 18, 2024, the California Department of Water Resources (DWR) issued an Incomplete Determination letter to the Modesto Groundwater Subbasin (Subbasin) for their 2022 Groundwater Sustainability Plan (GSP or Plan). In that letter, DWR stated that the Groundwater Sustainability Agencies (GSAs) "...should revise the GSP to include a reasonable means to arrest groundwater level declines and stop the overdraft that is continuing to occur in the Subbasin. Specifically, the GSAs should describe feasible,

effective proposed projects and management actions that are commensurate with the level of understanding of groundwater conditions in the Subbasin and provide sufficient details for DWR staff to be able to clearly evaluate how the Plan's projects and management actions will ensure achieving the sustainability goal in the Subbasin. In responding to this Corrective Action, in the Revised July 2024 GSP which was approved by DWR on February 27, 2025, the Stanislaus & Tuolumne Rivers Groundwater Basin Association (STRGBA) GSA and the County of Tuolumne GSA (Tuolumne GSA) committed to preparing management actions consisting of a Pumping Management Framework (including a groundwater allocation and pumping management program) and a Dry Well Mitigation Program. This GWUMP has now been prepared, incorporating a pumping management framework and demand reduction strategies.

The City previously recognized the need for both projects and demand management actions to achieve groundwater sustainability by 2042. The City adopted a Resolution 2024-067 committing to develop and implement demand management actions by 2026–2027. As previously noted, this commitment was ultimately also made by the STRGBA GSA and Tuolumne GSA through resolution and incorporated into the 2024 Amended GSP that was approved by DWR. While it is still the goal of the STRGBA GSA to first implement supply projects to reach basin sustainability, this GWUMP is a management action intended to respond to direction provided by DWR and outlines the demand management actions that will be taken as long as supply actions are not effective in meeting overall basin sustainability goals.

The STRGBA GSA has developed the GWUMP through collaboration among member agencies and stakeholder input received during three public workshops. The GWUMP establishes a framework to allocate the sustainable yield of the Modesto Subbasin among management areas. The GWUMP also allows each management area steward to take actions to allocate the management area's portion of the sustainable yield and to take actions to meet the allocation. Tools, adaptive measures, and an implementation schedule are outlined in the GWUMP that management area stewards may refine as conditions evolve.

The GWUMP acknowledges potential uncertainties—such as hydrologic variability, precipitation, snowpack, and water supply—and identifies demand-management actions to ensure the subbasin remains on track to achieve SGMA sustainability goals. The plan is intended to adapt to improving or worsening groundwater conditions.

Each GSA partner is being asked to adopt the attached resolution. Through the resolution, City of Riverbank:

- Recognizes the need to implement demand management actions to maintain sustainable groundwater conditions by 2042.
- Acknowledges that groundwater conditions beyond the City's control may result from actions by other entities within the GSA.
- Commits to collaborating with STRGBA member agencies and the County of Tuolumne GSA to carry out the GWUMP.
- Supports the development of action plans, in the applicable management area(s), ensuring implementation of demand management by January 31, 2027.

- Acknowledges that the implementation of this plan should ensure the inclusion of management tactics and strategies that are equitable to all participating agencies within the GSA's authority, especially when developing action plans.

Staff has reviewed the GWUMP and recommends Council adoption of the attached resolution. The draft GWUMP is anticipated to be approved by the STRGBA GSA in January 2026.

FINANCIAL IMPACT

Implementation of the GWUMP may require various funding mechanisms in the future, which could include:

- Proposition 218–compliant processes
- GSA fees and assessments
- Landowner groundwater pumping fees and penalties
- Agency funds
- State/Federal grant funding

Costs associated with GWUMP implementation may vary depending on required actions, future demand-management programs, and funding availability. Some costs may require approval through Proposition 218 proceedings.

ATTACHMENTS

1. Resolution 2026-
2. Final Draft GWUMP

CITY OF RIVERBANK

RESOLUTION 2026-XXX

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIVERBANK, CALIFORNIA
ADOPTING A GROUNDWATER USE MANAGEMENT PROGRAM IN THE MODESTO
GROUNDWATER SUBBASIN**

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

WHEREAS, the Stanislaus and Tuolumne Rivers Groundwater Basin Association (STRGBA) Groundwater Sustainability Agency (GSA), consisting of the City of Modesto, Modesto Irrigation District, City of Oakdale, Oakdale Irrigation District, City of Riverbank, City of Waterford and County of Stanislaus was formed on February 16, 2017, for the purpose of sustainably managing groundwater in the Modesto Subbasin, within its jurisdictional boundaries, pursuant to the requirements of the Sustainable Groundwater Management Act (SGMA); and

WHEREAS, the STRGBA GSA coordinated with the County of Tuolumne GSA to develop a single, coordinated groundwater sustainability plan (GSP) for the Modesto Subbasin which was approved by both the STRGBA GSA and County of Tuolumne GSA; and

WHEREAS, the final Modesto Subbasin GSP was submitted to the Department of Water Resources (DWR) on January 31, 2022; and

WHEREAS, a revised 2024 GSP Amendment for the Modesto Subbasin was developed by the STRGBA GSA and County of Tuolumne GSA in response to an Incomplete Determination by DWR; and

WHEREAS, the 2024 Amended GSP for the Modesto Subbasin was approved by DWR on February 27, 2025; and

WHEREAS, the City of Riverbank acknowledges that during the 20-year GSP implementation period it will be necessary to implement projects and management actions to achieve and maintain sustainable groundwater conditions in the Modesto Subbasin on or before 2042; and

WHEREAS, the City of Riverbank acknowledges that successful implementation of planned GSP projects to achieve their intended recharge benefits during the 20-year GSP implementation period (prior to 2042) is dependent in part on uncertainties related

to hydrologic conditions, including precipitation and snowpack, and available water supply during that time period; and

WHEREAS, the City of Riverbank acknowledges that implementation of demand management actions will be necessary to offset these uncertainties related to project implementation and project benefits to ensure that sustainable groundwater conditions are achieved in the subbasin by or before 2042; and

WHEREAS, the City of Riverbank acknowledges that the implementation of this plan should ensure the inclusion of management tactics and strategies that are equitable to all participating agencies within the GSA's authority; and

WHEREAS, on June 25, 2024, the City of Riverbank adopted Resolution 2024-067 committing to the development of demand management actions by January 31, 2026, with implementation of those demand management actions by January 31, 2027; and

WHEREAS, Resolution 2024-067 was incorporated into the 2024 Amended GSP for the Modesto Subbasin, which was submitted and approved by DWR; and

WHEREAS, the STRGBA GSA has developed a Groundwater Use Management Program (GWUMP), as set forth in Exhibit "A" to this resolution, through collaboration of the STRGBA GSA and its member agencies with input from stakeholders through 3 public workshops; and

WHEREAS, the GWUMP provides the framework to allocate the sustainable yield of the Modesto Subbasin by management area. The GWUMP also allows each management area steward to take actions to allocate the management area's portion of the sustainable yield and to take actions to meet the allocation. The GWUMP is an adaptive plan that provides tools for the management area steward(s) to respond and take various actions and an implementation schedule that may be further refined in the future; and

WHEREAS, the City of Riverbank acknowledges that the GWUMP is a framework to implement necessary demand management actions, and groundwater supply and allocations, which may be revisited as groundwater conditions improve or decline within the Modesto Subbasin; and

WHEREAS, the City of Riverbank acknowledges that it does not have control over groundwater conditions or well failures resulting from actions outside the authority of the GSA; and

WHEREAS, the City of Riverbank commits to the implementation of this GWUMP in collaboration with the STRGBA GSA, its member agencies, and the County of Tuolumne GSA; and

WHEREAS, funding sources for implementation of the GWUMP and any associated action plans may be subject to the Proposition 218 process and may include

GSA fees and assessments, landowner groundwater pumping fees and penalties, agency funds, and grant funding.

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

1. The City of Riverbank authorizes collaboration with the STRGBA GSA, its member agencies, consultants, stakeholders and the County of Tuolumne GSA to take such actions as may be reasonably necessary to:
 - a. Approve and implement the GWUMP for the Modesto Subbasin to ensure long-term groundwater sustainability.
 - b. Develop action plans which ensure the demand management actions identified in the GWUMP are under implementation beginning January 31, 2027.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 27th day of January, 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: Exhibit A – Modesto Subbasin Groundwater Use Management Plan



Modesto Subbasin

Groundwater Use Management Program

FINAL DRAFT

801 T Street
Sacramento, CA 95811
800.426.4262

woodardcurran.com

0012848.00
STRGBA GSA
January 6, 2026

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1. PURPOSE AND BACKGROUND

1.1 Purpose

On January 18, 2024, the California Department of Water Resources (DWR) issued an Incomplete Determination letter to the Modesto Groundwater Subbasin (Subbasin) for their 2022 Groundwater Sustainability Plan (GSP or Plan). In that letter, DWR stated that the Groundwater Sustainability Agencies (GSAs) "...should revise the GSP to include a reasonable means to arrest groundwater level declines and stop the overdraft that is continuing to occur in the Subbasin. Specifically, the GSAs should describe feasible, effective proposed projects and management actions that are commensurate with the level of understanding of groundwater conditions in the Subbasin and provide sufficient details for DWR staff to be able to clearly evaluate how the Plan's projects and management actions will ensure achieving the sustainability goal in the Subbasin." In responding to this Corrective Action, in the Revised July 2024 GSP, the Stanislaus & Tuolumne Rivers Groundwater Basin Association (STRGBA) GSA and the County of Tuolumne GSA (Tuolumne GSA) committed to preparing management actions consisting of a Pumping Management Framework (including a groundwater allocation and pumping management program, groundwater extraction and surface water reporting program, groundwater extraction fee and groundwater pumping credit market and trading program), Demand Reduction Strategies (consisting of voluntary conservation and/or land use following and conservation practices), and a Dry Well Mitigation Program. In response, this Groundwater Use Management Program (GWUMP or Program) was prepared, incorporating a pumping management framework and demand reduction strategies. A Dry Well Mitigation Program was prepared as a separate, stand-alone program.

While it is still the goal of the Subbasin GSAs to first implement supply projects to reach basin sustainability, this GWUMP is a management action intended to respond to direction provided by DWR and outlines the demand management actions that will be taken as long as supply actions are not effective in meeting overall basin sustainability goals. Nothing in this framework is intended to be a determination of water rights and is not evidence for or against any claim of a water right that can be used in any adjudication of water rights¹.

1.2 Background

1.2.1 Modesto Subbasin

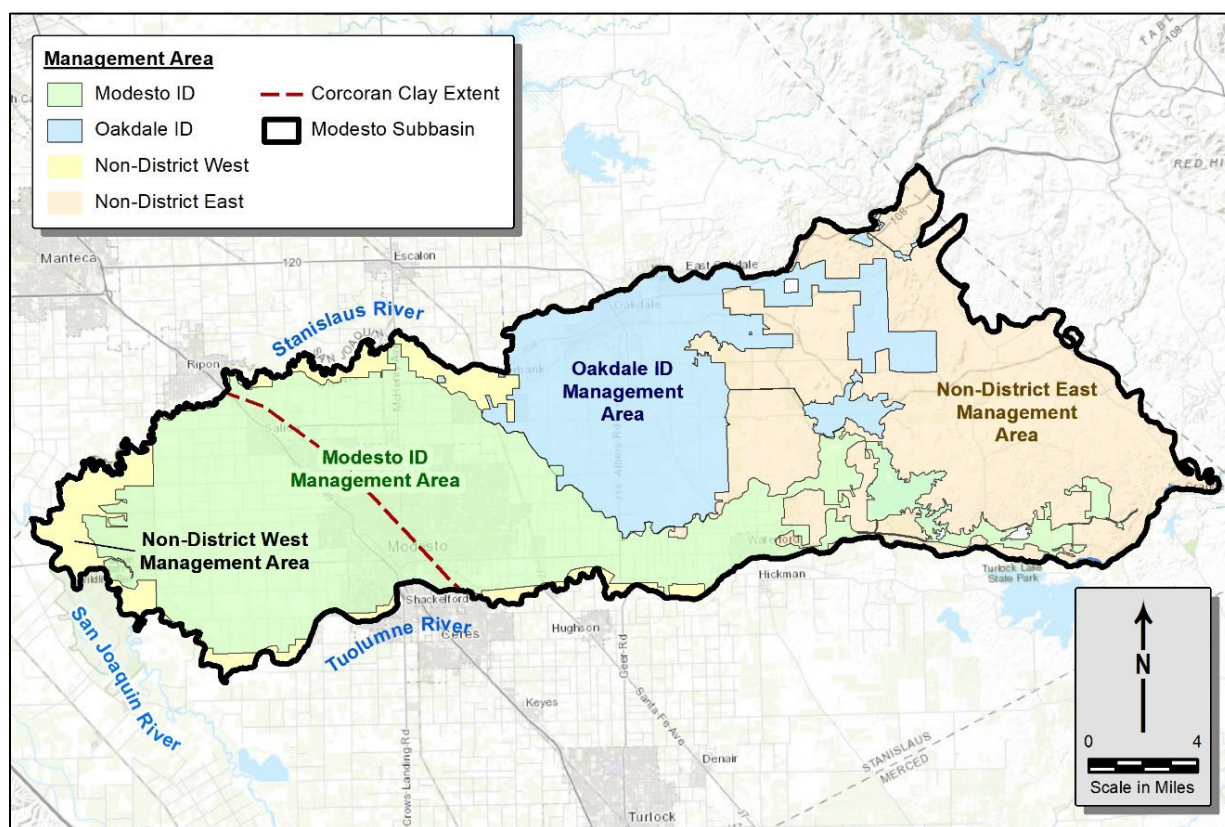
The Modesto Groundwater Subbasin (5-22.02) is a high-priority basin covering approximately 245,253 acres in the northern San Joaquin Valley Groundwater Basin. The Subbasin is bounded by the Stanislaus River on the north, the Tuolumne River on the south, the San Joaquin River on the west, and the crystalline basement rocks of the Sierra Nevada Foothills on the east. The Modesto Subbasin relies on two primary sources of water supply – surface water from the Stanislaus and Tuolumne Rivers and groundwater pumped from the principal aquifers described in the GSP. About 64 percent of the Modesto Subbasin is agricultural, with major crop types including almonds and other deciduous trees, corn, grains, pasture, vines, citrus and truck crops. Urban areas cover about 13 percent of the Subbasin. Remaining lands consist of non-agriculture, non-irrigated agriculture, undeveloped areas, and surface water (23 percent). Most of the undeveloped land

¹ Consistent with California Water Code Section 10720.5 the Sustainable Groundwater Management act may not determine or alter surface water rights or groundwater rights under the common law. This GWUMP is meant to provide an equitable allocation of yield to each management area.

is in the eastern portion of the Subbasin. A significant expansion of irrigated agriculture occurred in the Subbasin during the GSP study period. In 1996, irrigated agriculture covered approximately 46 percent of the Subbasin (approximately 111,946 acres). Over the next 20 years, irrigated agriculture expanded by about 40 percent, and by 2017 had added another 45,965 acres (totaling 157,911 acres, approximately 64 percent of the Subbasin). The increase in irrigated agriculture primarily resulted from a conversion of pasture and previously non-irrigated and undeveloped areas to deciduous/almond orchards. Much of this expansion occurred in the eastern portion of the Subbasin – outside of Modesto Irrigation District (MID) and Oakdale Irrigation District (OID) service areas – where groundwater is the primary source of water supply.

The GSP delineates four separate Management Areas (MAs) to reflect areas of similar water supplies, streamlining coordination of water management and prioritizing areas for GSP project implementation. These management areas include the Modesto Management Area, Oakdale Management Area, Non-District East (NDE) Management Area, and Non-District West (NDW) Management Area as shown on **Figure 1**.

FIGURE 1: MODESTO SUBBASIN MANAGEMENT AREAS



The Non-District West Management Area contains lands along the western rim of the Subbasin, where both groundwater and surface water are available for beneficial uses. The Non-District East Management Area includes lands outside of MID and OID service areas in the eastern portion of the Subbasin where groundwater is the primary water supply. The Modesto and Oakdale Management Areas coincide with the service area boundaries of their respective irrigation districts. MID manages Tuolumne River water and groundwater conjunctively, and OID manages Stanislaus River water and groundwater conjunctively. The

Non-District East and Non-District West Management Areas cover remaining lands outside of MID and OID jurisdiction, where Stanislaus County is the lead member agency.

1.2.2 Determination Letter and Commitments

The Revised 2024 Modesto Subbasin GSP was approved by DWR in 2025 and is currently being implemented by the STRGBA GSA and the Tuolumne GSA. The goal of the GSP is to achieve sustainability by 2042 in compliance with the Sustainable Groundwater Management Act (SGMA).

As described in the Revised 2024 GSP, long-term declines in groundwater levels have occurred in the NDE Management Area and currently are impacting groundwater levels in the Oakdale Management Area. As a result, 2027 Interim Milestones (IMs) below the Minimum Threshold (MT) have been developed for representative monitoring wells in those management areas. The anticipated decline between adoption of the initial GSP in 2022 and 2027 (the first interim milestone) depends on future unknown hydrologic conditions. Since drought conditions began in Water Year (WY) 2013, dry hydrologic conditions have persisted in the Subbasin with five out of seven water years between WY 2014 and WY 2020 having been categorized as below normal, dry, or critically dry. Water level declines associated with the last seven years may continue if hydrologic conditions do not improve, and/or if the aquifer response to GSP project implementation is delayed or overestimated. To evaluate and prevent undesirable results, 2027 IMs have been developed for monitoring sites based on groundwater level declines observed over the last seven years. Based on modeling completed in support of the GSP, by 2032, projects and management actions are expected to support water level recovery; therefore, the 2032 IMs were set as the MT. If needed, the IMs for 2037 have been defined as the halfway point between the MT and the Measurable Objective (MO).

In general, there are two principal ways to reach the Subbasin IMs and ultimately achieve basin wide sustainability as the GSP is implemented:

1. Increase supply; or
2. Decrease demand; or

Reducing groundwater demand can be done through a variety of strategies, including changes to cropping patterns, land fallowing, land repurposing, and conservation in response to numeric groundwater allocations, which would be less than those currently extracted. Strategies to increase supply have been identified by the GSA and are included as projects in Chapter 8 of the Revised 2024 Subbasin GSP. These projects are proposed to either recharge groundwater with surface water or provide surface water to meet groundwater demand so that groundwater pumping is reduced without changing the land use or total water demand (in-lieu recharge). To date, the GSP has focused on implementing projects to address overdraft. However, the schedule of implementation, source, and timing of the funding, design, and construction of the supply projects poses uncertainties in terms of realizing the benefits in the expected timeline. Recognizing these uncertainties, the GSAs acknowledge that more timely reductions in groundwater use will be required to meet the planned IMs. For this reason, this GWUMP has been developed as a backstop to prevent significant and unreasonable impacts related to groundwater level decline.

The GWUMP, as outlined herein, is the first step in demand management. The GSAs may adjust the GWUMP as projects are implemented and further develop additional aspects of the overall Program as it is implemented and evolves.

2. GROUNDWATER ALLOCATION FRAMEWORK

GSAs have the authority to develop and implement management actions within their GSPs that are based on local conditions, priorities, and management objectives. Under the California Water Code, a GSA has the authority to regulate, limit, or suspend groundwater extractions from individual wells or other facilities within a groundwater basin.¹ As a result, this Groundwater Allocation Framework has been developed to equitably distribute the sustainable yield amongst the Management Areas (Allocation Framework) to achieve groundwater sustainability consistent with SGMA. Any demand reductions actions must be approved by the applicable GSA(s) and would be implemented by Management Area Stewards if authorized and directed by the GSA(s).

This Allocation Framework is intended to be an adaptive program, modified over time to reflect changing hydrologic conditions and implementation of water supply projects. Nothing in this framework is intended to be a determination of water rights, and is not evidence for or against a water right that can be used in any adjudication of water rights².

2.1 Groundwater Allocation Framework

The STRGBA GSA developed a groundwater allocation framework based on the estimated sustainable yield of the Subbasin as documented in the GSP and considering developed supply and local groundwater use. The goal of the framework is to equitably distribute the sustainable yield to each Management Area throughout the Subbasin and allow the Management Area Stewards to decide how to implement components of the framework in their respective management areas as needed to operate within those allocations. Only de minimis extractions occur in the Tuolumne GSA which are exempt from receiving allocations (see Section 2.1.2.2).

As used herein, the Management Area Steward is defined as the STRGBA GSA member agency/agencies from each Subbasin management area. The Modesto Subbasin Stewards in the STRGBA GSA area are shown below in **Table 1**.

Overall, the process of developing the Allocation Framework included establishing the sustainable yield, accounting for special considerations of allocatable groundwater, determining the volume of developed water, allocating the sustainable yield of native groundwater, and establishing measures for management area stewardship by the STRGBA GSA member agencies.

¹ CWC § 10726.4(a)(2)

² Consistent with California Water Code Section 10720.5 the Sustainable Groundwater Management act may not determine or alter surface water rights or groundwater rights under the common law. This GWUMP is meant to provide an equitable allocation of yield to each management area.

TABLE 1: MODESTO SUBBASIN STEWARDS

Management Area	Stewards
Modesto Management Area	Modesto Irrigation District
	City of Modesto
	City of Waterford
Oakdale Management Area	Oakdale Irrigation District
	City of Oakdale
Non-District West Management Area	Stanislaus County
	City of Riverbank
Non-District East Management Area	Stanislaus County Tuolumne County GSA

2.1.1 Sustainable Yield

Sustainable yield is defined under SGMA as “the maximum quantity of water, calculated over a base period representative of long-term conditions in the basin and including any temporary surplus, that can be withdrawn annually from a groundwater supply without causing an undesirable result.”¹ The sustainable yield for the Modesto Subbasin was calculated to be 267,000 acre-feet per year (AFY). Sustainable yield for the Subbasin was calculated using a C2VSimTM numerical modeling scenario in which the long-term (50-year) sustainable management criteria are maintained. The development of sustainable yield incorporates the reduction of groundwater demand from net groundwater extractors, which forms the basis for the Allocation Framework. Additional information on the methodology utilized to determine the sustainable yield is presented in Section 5.3 of the Revised 2024 GSP.²

While the sustainable yield provides the basis for the volume of allocatable water within the Subbasin, special considerations for certain entities were considered and incorporated into the Allocation Framework (see Section 2.1.2). The amount of water allocatable to applicable entities is termed “native sustainable yield”, which is discussed further in Section 2.1.3.

2.1.2 Special Considerations

Special considerations for the Allocation Framework were evaluated by the STRGBA GSA and included legal considerations and local management objectives. The following entities were determined to have limited requirements under the Allocation Framework:

¹ CWC §10721(w)

² Modesto Subbasin GSP, Revised July 2024, Section 5.3, pp. 303-310

- Federal & Tribal Lands (not present)
- Adjudicated Areas (not present)
- Developed Water Supplies
- *De Minimis* Water Users
- Municipal Water Use

Federal lands, tribal lands, and adjudicated areas are not present within the Subbasin. As a result, developed water, supplies for *de minimis* water users, and municipal water use were the only entities with special considerations or limitations under the Allocation Framework. Additional information on developed water supplies, *de minimis* water users, and municipal water users are discussed further herein.

2.1.2.1 Developed Water Supply Users

Developed supplies are water that is intentionally sourced, imported and made available for use through human-made systems. California law recognizes imported water that is added to and withdrawn from an underground basin and credits this 'developed water' to the importer bringing the water into the basin. California law also recognizes that a party who imports water into a basin or develops new supplies may retain rights to that water, including the right to recapture that water. As such, Developed Supply is controlled by the entity that developed the imported water supply.

Developed supply systems in the Modesto Subbasin include:

- **Imported Water:** Surface water brought into the basin from external sources, such as through canals, pipelines, or water transfers.
- **Recycled Water:** Wastewater or other non-traditional water sources that are treated to meet specific quality standards for reuse.
- **Artificial Recharge Projects:** Groundwater replenishment efforts using intentionally captured and injected water.

Recovery of imported and recycled water includes seepage resulting from storage, conveyance and/or land application. Recovery of water from artificial recharge projects correlates to the volume of water recharged by the project.

During the development of the Allocation Framework, estimates of developed supplies were refined into seepage from canals, reservoirs, drainage, and deep percolation of applied surface waters. Quantified values of developed water were sourced from MID's and OID's 2020 Agricultural Water Management Plans, the City of Modesto's 2020 Urban Water Management Plan, and are summarized below in **Table 2**.

TABLE 2: DEVELOPED SUPPLY IN THE MODESTO SUBBASIN

Developed Supply (AF)	MID ¹	OID ²
Deep Perc of Applied Surface Water	51,500 ³	14,800 ³
Canal and Reservoir Seepage	39,400	13,100
Drainage Seepage	--	3,700
M&I Seepage	4,700	--
Total	95,600	31,600

Notes:

¹ Includes 2018 as a representative water year

² Average value covering water years 2006-2019

³ estimated based on the fraction of applied surface water

MID generates approximately 95,600 AFY of recharge from their developed supply, and OID generates approximately 31,600 AFY of recharge from their developed supply. These estimations were incorporated into the Allocation Framework and the Management Areas' demand reduction targets, which are discussed further in Section 2.2.2 and Section 2.2.3. These values were estimated using the most recent data available and will be refined as the GWUMP is periodically re-evaluated.

2.1.2.2 De Minimis Water Users

De minimis extractors are classified as water users that extract two (2) acre-feet (AF) or less of groundwater per year.¹ *De minimis* water use totals approximately 13,800 AFY within the Subbasin. During the development of the Allocation Framework, it was determined that *de minimis* extractors should be exempt from receiving allocations and reducing their groundwater use. Of note, with only *de minimis* extractions in the Tuolumne GSA area, implementation of the GWUMP will not restrict or alter existing groundwater pumping activities there unless and until that were to change in the future.

2.1.2.3 Municipal Water Users

Municipal water use refers to the provision of water for residential, commercial, and public services within a city. Municipal water users within the Subbasin include the City of Modesto, City of Oakdale, City of Riverbank, and the City of Waterford. These entities account for approximately 35,000 AFY of groundwater use. During development of the Allocation Framework, the STRGBA GSA designated municipal water users as a special case and limited their future groundwater use to their historical groundwater use. This decision was supported by several local and state requirements for implementing water use efficiency programs. These requirements include:

¹ CWC § 10721(e)

- **Making Conservation as a California Way of Life** – a State regulation that establishes efficiency goals and Urban Water Use Objectives (UWUOs) for urban water suppliers to reduce municipal demands. The regulation requires urban water suppliers to determine their water use objectives and demonstrate compliance annually.¹
- **Growth Obligations** – Municipalities have State mandated housing and population growth targets that drive water demand.
- **Public Service Constraints** – Cities are non-profit entities that typically operate with limited flexibility in pricing for the purchase of water supplies.
- **Supply Limitations** – Groundwater supplies are limited and meeting future demand will require surface water development, recharge projects, additional conservation, or purchased allocation credits.

Under this Allocation Framework, groundwater allocations are set at current groundwater use quantities per annum for municipalities, and the municipalities will be required to conserve water or provide other water supplies to supply future growth. If additional lands are annexed into municipal water provider's service areas, those lands will be removed from the overlying allocation of the sustainable yield in future updates of the GWUMP, and the special case allocation to municipal water users will remain unchanged.

2.1.3 Allocation Framework Methodology

Multiple approaches to Subbasin groundwater allocation were considered by the STRGBA GSA to determine the best method for reducing groundwater demand to achieve the Subbasin's sustainability goals. The approaches included allocations based on consumptive use (amount of water used and not returned to the Subbasin), pumping (total volume extracted), and other metrics such as crop type, economic value, or negotiated agreements. Ultimately, pumping, or the total volume of groundwater extracted by user, was selected as the basis for the Allocation Framework as it was both directly measurable and could easily be estimated by other means in cases where metering data were not available.

A proportional allocation by the overlying area, excluding those urban and domestic areas where the service area was provided a special consideration, was selected as the approach for distributing allocatable yield by management area within the Subbasin. This method was selected as it facilitates resource pooling in management areas that are more reliant on groundwater, eliminates the 'double allocation' of water to municipal and *de minimis* areas, and promotes equity across all overlying users, despite their intended use.

Following the selection of the Allocation Framework's basis and distribution method, estimations of allocations for the Subbasin and each Management Area (as defined in the Revised 2024 GSP) were made. As previously discussed, allocations are calculated by distributing the allocatable yield (i.e., non-special considerations) across the Subbasin's overlying area, where:

¹ 23 CCR, § 966

$$AY = SY - D - M - DS$$

AY = Allocatable Yield

SY = Sustainable Yield

D = *De minimis* Users

M = *Municipal Users*

DS = Developed Supply

The allocatable yield calculated for the Modesto Subbasin was determined to be 95,700 AFY.

Overlying Allocation: The Subbasin-wide overlying allocation of 95,700 AFY was subsequently distributed amongst the Management Areas using a proportional allocation methodology based on each zone's overlying land area minus the area covered by urban and domestic land uses (referred to herein as Overlying, Non-Urban Area). This equitable distribution approach ensures that water allocations correspond directly to the spatial extent of overlying land use within each Management Area without 'double allocating' water to urban and domestic land areas. The proportional distribution method calculates each Management Area's share by dividing its overlying non-urban acreage by the total subbasin overlying acreage, then multiplying this percentage by the total overlying allocation. An illustrative calculation demonstrating how individual Management Area overlying allocations are determined is presented below.

$$OVR_{MA} = (OVR_S) \left(\frac{Area_{MA}}{Area_S} \right)$$

OVR_{MA} = Overlying Allocation of the Management Area

OVR_S = Overlying Allocation of the Subbasin

Area_{MA} = Overlying Non-Urban Area of the Management Area

Area_S = Total Area of the Subbasin

Table 3, below, summarizes the 'baseline' allocations for the individual management areas as calculated using the above methodology.

TABLE 3: BASELINE MODESTO SUBBASIN GROUNDWATER ALLOCATIONS

	Subbasin TOTAL	Modesto MA	Oakdale MA	NDW MA	NDE MA
Developed Supply ¹	127,200	95,600	31,600	0	0
Special Cases ¹	48,800	33,700	8,900	6,200	0
Overlying Use ¹	91,000	33,600	22,000	5,300	30,100
Total Allocation ¹	267,000	162,900	62,500	11,500	30,100
Total Historical Pumping ¹	317,600	173,000	39,800	15,100	89,700
Reduction Required ¹	50,600	10,100	-22,700	3,600	59,600
Total Allocation (Percent of Historical)	84%	94%	157%	76%	34%

¹ Volumes are presented in acre-feet.

NDW – Non-District West

NDE – Non-District East

The initial allocation estimations (“Baseline Allocations”) indicate an average annual reduction of Total Historical Pumping by approximately 16% is needed. However, allocations applied to certain management areas, such as the Oakdale Management Area, were greater because of OID’s development and use of surface water and thus appear in **Table 3** as negative required reductions. To collaborate and assist in easing reductions in other Management Areas, and to allow supply projects to be constructed, OID has agreed to redistribute the portion of its developed supply that is not anticipated to be used by OID in the near term to other Management Areas on a temporary basis, not to exceed five years (2027-2031), at no cost to the beneficiaries. The reallocation option, referred to herein as ‘Collaborative Management’, is presented below in **Table 4**. It is important to note that any potential ‘reallocation’ of the native sustainable yield would have to be agreed upon by the STRGBA GSA. However, reallocation of developed supply is controlled by the entity that developed the imported water supply. Any such redistribution of OID’s developed water is not a forfeiture of the right or claim of right in the future. Furthermore, by reallocating developed supply to another party under this Framework, the potential pumping reduction in other management areas is reduced from what it may have to be in the future. OID specifically hereby disclaims that by approving this Plan it waives any of its water rights and/or the rights of its landowners; but rather, affirms that it puts all water to which it or its landowners have a right to full beneficial use.

TABLE 4: COLLABORATIVE MANAGEMENT OF GROUNDWATER ALLOCATIONS

	Subbasin TOTAL	Modesto Management Area	Oakdale Management Area	NDW Management Area	NDE Management Area
Base Allocation ¹	267,000	162,900	62,500	11,500	30,100
Historical Pumping ¹	317,600	173,000	39,800	15,100	89,700
Developed Water ¹	-	0	-22,700	0	0
Redistribution of Developed Water ¹	0	10,100	-22,700	1,900	10,700
Allocation with Redistribution of Developed Water ¹	267,000	173,000	39,800	13,400	40,800
Reduction Required ^{1,2}	50,600	0	0	1,700	48,900
Allocation with Redistribution ² (Percent of Historical)	84%	100%	100%	89%	45%

¹ Volumes are presented in acre-feet.

² Assumes long-term use of Redistributed Developed Water.

NDW – Non-District West

NDE – Non-District East

Long-term redistribution of developed water would result in smaller reduction targets for the Modesto, Non-District West, and Non-District East Management Areas - 6%, 13%, and 12%, respectively. However, OID has only agreed to allow temporary utilization of their developed water for the first five years of implementation (2027-2031).

The STRGBA GSA prepared an implementation schedule for meeting the allocation targets while allowing groundwater users the opportunity to adapt to reductions in groundwater use. The implementation schedules for the Management Areas are presented in Section 4. Distribution of these allocations to groundwater users will be completed by Management Area “Stewards”, as discussed in Section 2.1.4. However, it is important to keep in mind that this framework is one of the Subbasin’s first steps towards achieving groundwater sustainability, and this Program will continue to be reviewed and adjusted as needed in future updates.

3. IMPLEMENTATION

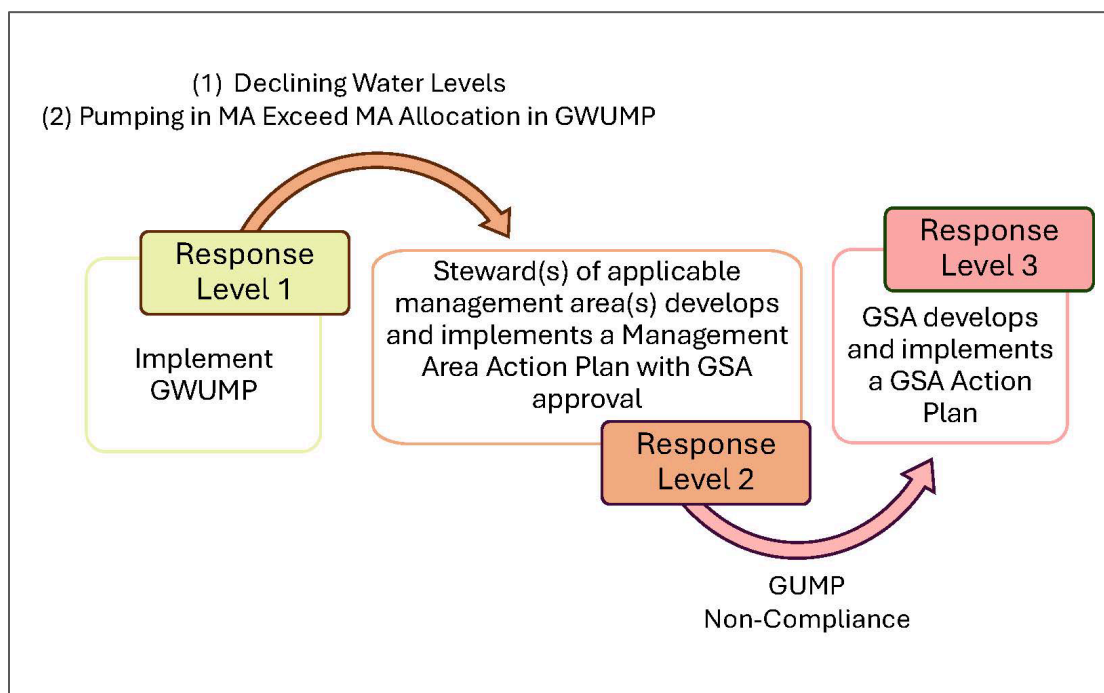
Member agencies of the STRGBA GSA determined that the GWUMP would be best implemented locally in the individual Management Areas within the Subbasin. As previously noted, with only having de minimis extractors, groundwater pumping activities in the Tuolumne GSA area will not change with implementation of the GWUMP. The Management Areas are defined in the Revised 2024 GSP as areas of similar water supplies and similar ongoing water management activities.¹ As discussed in Section 2 and shown in **Figure 1**, four management areas are present within the Modesto Subbasin: Modesto Management Area, Oakdale Management Area, Non-District West Management Area, and Non-District East Management Area. These management areas and their Stewards (agencies with jurisdiction) are shown in **Table 1**.

Following the adoption of this GWUMP, the Management Area Stewards will distribute allocations as credits to groundwater users no later than January 31, 2027, per the Revised 2024 Modesto Subbasin GSP. The total allocations, per Management Area, in the first five years of implementation will be consistent with the “Collaborative Management” allocation volumes presented in **Table 4**. Management Area Stewards will monitor and evaluate groundwater use and the assigned allocations on a regular basis to ensure groundwater users are operating within their assigned allocations. The STRGBA GSA will also continue to independently assess groundwater use in each management area as part of its annual reporting process and procedures.

The intent of localized management by the Management Area Steward is to achieve sustainable management criteria, such as interim milestones and measurable objectives, as established in the GSP and prevent the occurrence of undesirable results, but to do so in a fashion that is achievable within the characteristics of each individual area. Should groundwater data and parameters, such as groundwater levels, indicate that a particular management area is not achieving their sustainable management objectives, Management Area Stewards will develop a Management Area Action Plan for STRGBA GSA approval as a corrective course of action and may, at their discretion, escalate the allocation implementation schedule to comply with these sustainable management criteria if needed. Non-compliance with these criteria may trigger other additional management strategies. **Figure 2** outlines the methodology the Management Area Stewards will follow in implementing the GWUMP. For the purposes of this GWUMP, non-compliance is defined as two (2) consecutive years of not meeting the GWUMP-mandated allocations and/or not having a GSA-approved Action Plan implemented within two (2) years.

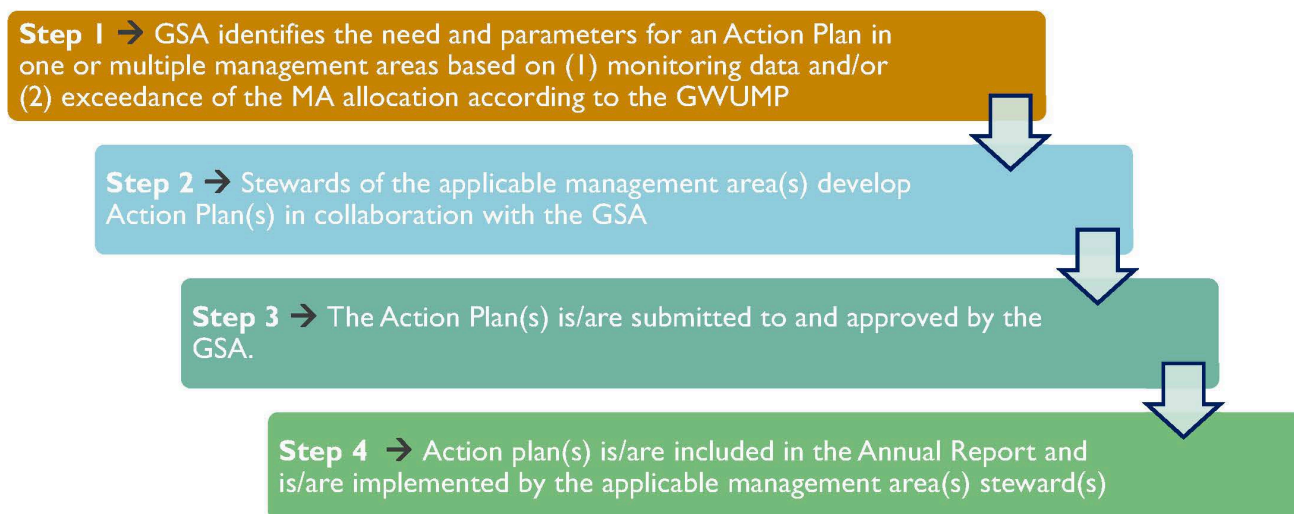
¹ Modesto Subbasin GSP, Revised July 2024, Section 6.2.3, p. 317

FIGURE 2: GWUMP RESPONSE LEVELS



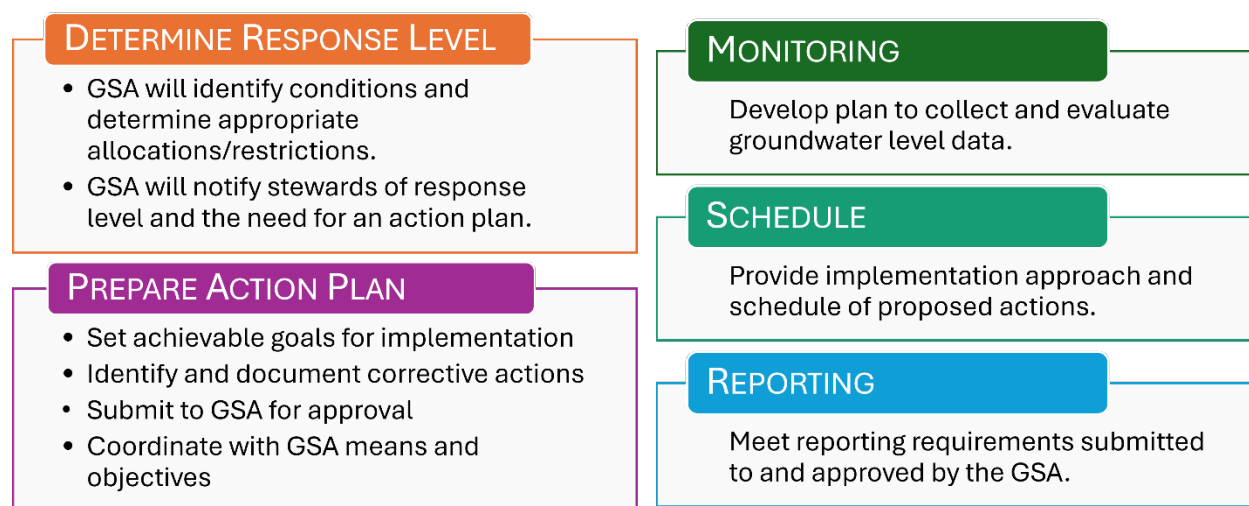
If, based on the Subbasin's monitoring program and annual analysis, it is determined that a Management Area Action Plan is required, the following steps will be implemented in developing that plan (**Figure 3**). Should a Management Area move into Response Level 3 as a result of non-compliance, the STRGBA GSA would follow the State's probationary emergency protocols/measures to meter groundwater extractions and assess fees while the STRGBA GSA drafts and executes a GSA Action Plan for the Management Area(s) and returns the Management Area(s) to the planned path towards sustainability.

FIGURE 3: MANAGEMENT AREA ACTION PLAN DEVELOPMENT PROCESS



The content of the Action Plan will vary depending on the Management Area, hydrologic condition, situation and other parameters, but in general, Actions Plans will include the following content (**Figure 4**).

FIGURE 4: ACTION PLAN CONTENT



Section 3.1 provides a list of potential adaptive management strategies that the Management Area Stewards may choose to implement to ensure the Subbasin progresses towards sustainability. In the event the Management Area Stewards are unable to progress towards sustainability (i.e., failure to achieve interim milestones or continuously exceeding minimum thresholds), the STRGBA GSA will implement additional measures to prevent the occurrence of undesirable results.

While the GWUMP will be reassessed no less than once every five years (see **Section 4** for further discussion), the condition of the Subbasin will be evaluated annually as part of the SGMA-mandated annual report process. If identified as part of that reporting process and as needed, the Management Area Stewards may opt to modify their Action Plan with STRGBA GSA approval between GWUMP assessments to proactively address any negative trends identified at that time. However, any planned regulation, limitation or suspensions of groundwater extractions from individual wells or other facilities by Management Area Stewards will require prior approval by the STRGBA GSA.

3.1 Adaptive Management Strategies

While the groundwater allocation framework discussed above in Section 2 is intended to move the Subbasin towards sustainability, it is recognized that Subbasin hydrogeology and future hydrologic conditions will impact the success of the program. As the GWUMP is envisioned, the Management Area Stewards will be responsible for monitoring progress towards achieving the Interim Milestones set forth in the Revised 2024 GSP, and for implementing adaptive management strategies and responses as needed to achieve the desired results.

Adaptive management is a key component of the GWUMP. A program that is flexible and developed to adapt to changing conditions will be the most effective. The unknown factors in meeting the demand management goals may include, but are not limited to, the following:

- Hydrology of the next five years: The benefits (recharge) accrued from planned projects vary based on the availability of surface and storm water over the next few years. Projects that rely on excess surface water to be implemented may not produce the same level of benefits in drought years.
- Implementation schedule of planned projects: It is unknown what legal, financial, or environmental hurdles could delay the implementation of the identified projects. These delays could be specific to a GSA, management area, or the Subbasin as a whole.
- Estimation of Project Contributions: Not all projects may be able, once implemented, to produce the anticipated benefits estimated during the planning process, even without project delays.
- Model Uncertainty: Through future monitoring, the GSAs will be able to assess model uncertainty and improve model estimations as new data becomes available.

To aid the Management Area Stewards with adaptively managing their areas, the following is a list of some potential strategies that may be employed to help reduce groundwater use and support achieving the Subbasin Interim Milestones and ultimately groundwater basin sustainability. This list is not intended to be all inclusive.

- Implementation of voluntary or mandatory conservation measures including, but not limited to:
 - Land repurposing to enhance groundwater recharge
 - Land repurposing for habitat restoration (recreational use, GDE benefit, etc.)
 - Land repurposing for clean energy incentives (i.e., solar power fields)
 - Replacing higher value/water using crops with lower value/water using crops or replanting or repurposing with crops/agriculture requiring lower water demands
 - Fallowing – total or partial crop removal, rotational fallowing, dry farming

- Acceleration of the allocation reduction schedule
- Implementation of groundwater extraction fees
- Increased groundwater use reporting requirements to quarterly or monthly
- Prioritization of implementation of Supplemental Projects (Group 3)
- Incentivization of surface water deliveries/in-lieu recharge
- Implementation of targeted pumping reductions or restrictions
- Reduction of allocations beyond base allocation limits
- Restriction of pumping in areas where MTs have been exceeded
- Required flowmeter installation on extraction wells
- Invasive species removal
- Urban retrofitting and/or irrigation improvements to reduce water loss and use

It will be at the Management Area Stewards discretion and responsibility to effectively use some or all of these and potentially other measures to achieve the targeted groundwater use extractions and reach Interim Milestones, and it will be the responsibility of the STRGBA GSA to ensure there is consistency amongst the Management Areas with respect to implementation and application of adaptive management measures.

4. IMPLEMENTATION SCHEDULE

As previously described, in response to Recommended Corrective Action #2 of DWR's 2025 Determination letter, the STRGBA GSA and Tuolumne GSA committed to developing this GWUMP by no later than January 31, 2026, and will implement the program beginning no later than January 31, 2027. To meet this schedule and achieve the Interim Milestones established in the Revised 2024 GSP, the GWUMP will be the primary tool to guide the Subbasin towards sustainability as additional projects and management actions are implemented to offset continued groundwater use.

This Program is the first step towards achieving long-term sustainability. It is designed to effectively manage groundwater use while allowing growers the flexibility to adapt to new policies and frameworks within the Subbasin. Ultimately, however, groundwater management will be driven by observed groundwater level data relative to the Minimum Thresholds and Interim Milestones established in the Revised 2024 GSP and will be supported through adaptive management. The timeline for achieving Interim Milestones, as set forth in the Revised 2024 GSP, is as follows:

2027 - Arrest overdraft and groundwater level decline

2032 - Raise groundwater levels to Minimum Thresholds

2037 - Raise groundwater levels to halfway between Minimum Thresholds and Measurable Objectives

2042 - Raise groundwater level to Measurable Objectives

It is important to recognize that the allocations presented in this GWUMP are based on the best available data at this time. The STRGBA GSA will continue to gather data and refine the allocations presented herein in future updates to the GWUMP. However, even with the temporary redistribution of the OID developed water supply in the first five years of program implementation and considering historical groundwater level trends, **the NDE Management Area will begin the GWUMP Phase 1 implementation period in the Phase 2 Response Level and therefore will require preparation of a Management Area Action Plan by November 1, 2026 for STRGBA GSA approval to initiate reductions in groundwater use.** Only having de minimis extractors, the Tuolumne GSA area will be exempt from any reductions in groundwater use.

Following implementation of this GWUMP and the NDE Action Plan on January 31, 2027, reductions in groundwater extractions will 'ramp up' in five-year increments as necessary to arrest overdraft and raise groundwater levels to the Measurable Objectives identified in the GSP. **Table 5**, below, is the implementation schedule for the NDE Management Area.

TABLE 5: NDE MANAGEMENT AREA REDUCTION SCHEDULE

Year	Percent Reduction of Target Allocation	Required Reduction (Acre-Feet)
2027-2030	34% of 47,600 (Total Reduction Required less 10,400 AF of Redistributed Developed Water)	16,000
2030-2035	67%	39,000
2035-2040	100%	58,000

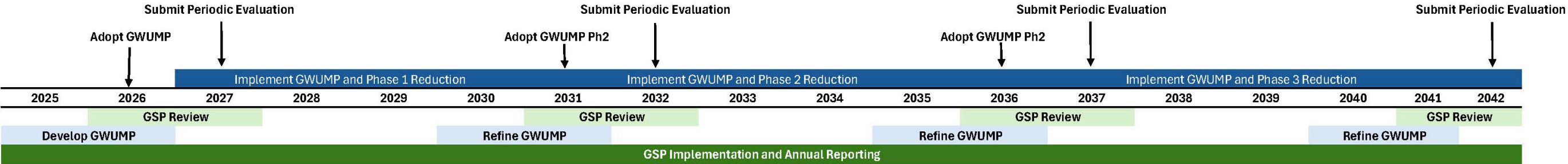
The Modesto Management Area currently exceeds its base allocation. However, after accounting for the redistribution of developed water, the management area is in balance. Additionally, groundwater levels remain relatively stable in most monitoring wells within the MID and City of Modesto service areas. The management area requires continued assessment of data and groundwater/surface water operations to prevent future overdraft, but no Action Plan is necessary at this time.

Although some reduction in groundwater pumping is indicated for the Non-District West Management Area in the first five-year implementation period, observed groundwater levels in most of the monitoring wells in the western upper and lower principal aquifers in the Management Area are currently at or above the measurable objective. Additionally, there are no indications of any long-term water level declines in the Non-District West Management Area, therefore, no Action Plan is required in the Non-District West Management Area at this time.

Even though OID's development and use of surface water results in a surplus of developed supply, groundwater levels in the eastern portion of the Oakdale Management Area continue to decline due to the influence of overdraft in the Non-District East Management Area. No reductions or Action Plan are required for the eastern portion of the Oakdale Management Area at this time.

Per SGMA, every five years, the Subbasin GSP is re-evaluated and a Periodic Evaluation is prepared for submission to DWR. Evaluation of, and any necessary revisions to, the GWUMP will occur prior to and in parallel with each GSP review and Periodic Evaluation. Additionally, other related management actions and tools, such as the development of a groundwater banking and trading program, may be developed by the STRGBA GSA in the future to further support sustainable management of the Subbasin. **Figure 5**, below, is the planned implementation and review schedule for the GWUMP.

FIGURE 5: GWUMP IMPLEMENTATION SCHEDULE





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RIVERBANK CITY COUNCIL/ LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 11.3

SECTION 11: NEW BUSINESS

Meeting Date:	January 27, 2026
Subject:	Resolution Adopting the Well Mitigation Plan in the Modesto Groundwater Subbasin
From:	Marisela H. Garcia, City Manager
Submitted by:	Cody Bridgewater, Public Works / LRA Director

RECOMMENDATION

It is recommended that the City Council consider adopting a resolution authorizing collaboration with the Stanislaus and Tuolumne Rivers Groundwater Basin Association (STRGBA) Groundwater Sustainability Agency (GSA), its member agencies, stakeholders and the County of Tuolumne GSA to take such actions as may be necessary to approve and implement the Well Mitigation Plan developed for the Modesto Groundwater Subbasin. Adoption of the Well Mitigation Plan by the STRGBA GSA fulfills commitments made in prior Council actions and advances compliance with the Sustainable Groundwater Management Act (SGMA).

BACKGROUND

On February 16, 2017, the STRGBA GSA was formed. Member agencies include the City of Modesto, Modesto Irrigation District, City of Oakdale, Oakdale Irrigation District, City of Riverbank, City of Waterford, and Stanislaus County. The GSA collaboratively manages groundwater in the Modesto Subbasin along with County of Tuolumne GSA pursuant to SGMA requirements.

The STRGBA GSA partnered with the County of Tuolumne GSA to develop a single, coordinated Groundwater Sustainability Plan (GSP) for the Modesto Subbasin. The final GSP was submitted to the Department of Water Resources (DWR) on January 31, 2022. Following DWR's Incomplete Determination, the GSAs prepared a 2024 GSP Amendment, which DWR approved on February 27, 2025 but added the need to revise the GSP to include a Program to provide mitigation for drinking water wells that have experienced adverse impacts due to declining regional groundwater levels associated with groundwater pumping.

The focus of this Program is on mitigation for drinking water wells that have experienced adverse impacts due to declining groundwater levels resulting from basin management

actions. All applications brought under this Program must have had well impacts that occurred after January 31, 2022, and were caused by STRGBA GSA basin management activities. Applications for impacts that occurred between January 31, 2022, and the adoption of this Program by the STRGBA GSA must be submitted within six months. The limitations period for applications submitted after the adoption of this Program will be the limitations process and period provided by the California Government Tort Claims Act (Government Code Section 810 and following). Drinking water wells are defined here as any well used to supply potable water to a household, including domestic wells that supply water for potable, minor irrigation, and other domestic purposes. It may also include state small water systems that have between 5 and 14 connections.

The Revised GSP analysis also considered potential impacts to water quality and land subsidence. The analysis indicated that groundwater levels declining below the MTs during the implementation period would not likely have an impact on groundwater quality or on land subsidence. Consequently, this Program focuses on the direct impacts of drinking water wells going dry. In general, a well is considered to be going dry when water can no longer be pumped in sufficient quantity to meet domestic water demands because groundwater levels have fallen too low for the well to produce the required groundwater quantities.

Staff has reviewed the draft Well Mitigation Plan and recommends Council adoption of the attached resolution. The draft Well Mitigation Plan is anticipated to be approved by the STRGBA GSA in January 2026 and implemented immediately thereafter.

FINANCIAL IMPACT

The Program is initially being funded by the STRGBA GSA as part of their respective annual budgets and apportioned between the STRGBA GSA using the existing annual budget allocation methodology (equally amongst each of the 7 member agencies). To initiate implementation of the Program, the STRGBA GSA has established a baseline Well Mitigation Fund amounting to three hundred thousand dollars (\$300,000). The STRGBA GSA has agreed to fund the Program on an annual basis as may be required to address the needs of the Program until groundwater sustainability is achieved. The STRGBA GSA member agencies will meet and confer in good faith to determine the appropriate funding mechanism, replenishment amount, and STRGBA GSA member allocation methodology prior to Fund replenishment.

Actual cost to the City of Riverbank is unknown as it depends on how many wells need mitigation.

ATTACHMENTS

1. Resolution 2026-
2. Final Draft Well Mitigation Plan

CITY OF RIVERBANK

RESOLUTION 2026-

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIVERBANK, CALIFORNIA
RESOLUTION ADOPTING A WELL MITIGATION PLAN IN THE MODESTO
GROUNDWATER SUBBASIN**

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

WHEREAS, the Stanislaus and Tuolumne Rivers Groundwater Basin Association (STRGBA) Groundwater Sustainability Agency (GSA), consisting of the City of Modesto, Modesto Irrigation District, City of Oakdale, Oakdale Irrigation District, City of Riverbank, City of Waterford and County of Stanislaus was formed on February 16, 2017, for the purpose of sustainably managing groundwater in the Modesto Subbasin, within its jurisdictional boundaries, pursuant to the requirements of the Sustainable Groundwater Management Act (SGMA);

WHEREAS, the STRGBA GSA coordinated with the County of Tuolumne GSA to develop a single, coordinated groundwater sustainability plan (GSP) for the Modesto Subbasin which was approved by both the STRGBA GSA and County of Tuolumne GSA, and

WHEREAS, the final Modesto Subbasin GSP was submitted to the Department of Water Resources (DWR) on January 31, 2022, and

WHEREAS, a revised 2024 GSP Amendment for the Modesto Subbasin was developed by the STRGBA GSA and County of Tuolumne GSA in response to an Incomplete Determination by DWR, and

WHEREAS, the 2024 Amended GSP for the Modesto Subbasin was ultimately approved by DWR on February 27, 2025, and

WHEREAS, 2027 Interim Milestones (IMs) were established in the Modesto Subbasin GSP to acknowledge the continued groundwater level decline anticipated to occur temporarily during the initial years of GSP implementation, and

WHEREAS, the City of Riverbank acknowledges that during the 20-year GSP implementation period, in particular within the initial IM timeline, it is possible for wells to be negatively impacted by continued groundwater level decline, and

WHEREAS, on June 25, 2024, the City of Riverbank adopted Resolution 2024-067 committing to the development and implementation of a Well Mitigation Plan by January 31, 2026, and

WHEREAS, Resolution 2024-067 was incorporated into the 2024 Amended GSP for the Modesto Subbasin, which was submitted and approved by DWR, and

WHEREAS, the STRGBA GSA has developed a Well Mitigation Plan, as set forth in Exhibit “A,” through the collaboration of the STRGBA GSA and its member agencies with input from stakeholders through 3 public workshops, and

WHEREAS, the STRGBA GSA has established a baseline funding source of \$300,000 from the member agencies to begin implementing the Well Mitigation Plan, and

WHEREAS, the Well Mitigation Plan provides the framework for the following elements:

(a) an application process and well mitigation program parameters for landowners of impacted wells; and

(b) establishment of a Well Mitigation Program Committee and Technical Review Committee to oversee the claim process; and

(c) STRGBA GSA will contract with Self-Help Enterprises for coordination of emergency water supplies, well assessment, and well replacement, and

WHEREAS, the City of Riverbank acknowledges that it does not have control over groundwater conditions or well failures resulting from actions outside the authority of the GSA, and

WHEREAS, the City of Riverbank commits to the implementing this Well Mitigation Plan in collaboration with the STRGBA GSA, its member agencies and the County of Tuolumne GSA, and

WHEREAS, the STRGBA GSA will provide annual funding for implementation of the Well Mitigation Plan, and the member agencies will meet and confer in good faith, as needed, to determine the appropriate funding mechanisms.

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

1. The City of Riverbank authorizes collaboration with the STRGBA GSA, its member agencies, consultants, stakeholders and the County of Tuolumne GSA to take such actions as may be reasonably necessary to:

a. Approve and implement the Well Mitigation Plan for the Modesto Subbasin GSP.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 27th day of January, 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 – Modesto Subbasin Well Mitigation Plan



Stanislaus & Tuolumne Rivers
Groundwater Basin Association
Groundwater Sustainability Agency

Draft
Modesto Subbasin
Well Mitigation Plan

November 5, 2025 Draft

GSA Adoption Anticipated January 28, 2026

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ACRONYMS

CV-SALTS	Central Valley Salinity Alternatives for Long-Term Sustainability
DWR	California Department of Water Resources
GSA	Groundwater Sustainability Agency
GSP	Groundwater Sustainability Plan
NGOs	non-governmental organizations
PMAs	Projects and Management Actions
SAFER	Safe and Affordable Funding for Equity and Resilience
SHE	Self-Help Enterprises
SGMA	Sustainable Groundwater Management Act
STRGBA GSA	Stanislaus and Tuolumne Rivers Groundwater Basin Association Groundwater Sustainability Agency
SWRCB	State Water Resources Control Board
TAC	Technical Advisory Committee
WY	Water Year (October 1 through September 30)
VWC	Valley Water Collaborative

Introduction

Background

In September 2014, the Governor of California signed legislation creating the Sustainable Groundwater Management Act (SGMA) “to provide local groundwater sustainability agencies with the authority and technical and financial assistance necessary to sustainably manage groundwater” (Water Code, § 10720.1(d)). Groundwater Sustainability Agencies (GSAs) were provided the authority to adopt rules, regulations, ordinances, and resolutions for the sustainable management of a groundwater basin and to conduct and carry out activities necessary to achieve and maintain sustainable conditions.

The Modesto Subbasin (5-22.02) (Subbasin), a high-priority basin as defined by the Department of Water Resources (DWR), is subject to SGMA and is being managed in compliance with SGMA. Groundwater management within the Stanislaus County footprint of the Modesto Subbasin is being coordinated and overseen by the Stanislaus and Tuolumne Rivers Groundwater Basin Association Groundwater Sustainability Agency (STRGBA GSA), consisting of the following member agencies: the City of Modesto, Modesto Irrigation District, City of Oakdale, Oakdale Irrigation District, City of Riverbank, City of Waterford and County of Stanislaus. The STRGBA GSA is governed by a Committee (GSA Committee) made up of one designated staff member from each of the seven member agencies. The STRGBA GSA was formed on February 16, 2017, for the purpose of sustainably managing groundwater in the Modesto Subbasin, within its jurisdictional boundaries and pursuant to the requirements of SGMA. The STRGBA GSA coordinated with the County of Tuolumne GSA to develop a single, coordinated groundwater sustainability plan (GSP) for the Modesto Subbasin, which was submitted to DWR on January 31, 2022.

In January 2024, DWR determined the GSP to be incomplete and identified two deficiencies. The County of Tuolumne and STRGBA GSAs submitted a revised GSP to DWR on July 12, 2024 (Revised GSP). The Revised GSP, which was approved by DWR on February 27, 2025, is responsive to DWR-defined Corrective Actions and incorporates additional details, analyses, projects, and management actions. The STRGBA GSA also committed to development and implementation of a Well Mitigation Program (Program) no later than January 31, 2026. This Well Mitigation Plan (Plan) provides the framework for the Program to address Management Action 7 described in the Revised GSP.

Initial conception of the Program is described in the Revised GSP. This description addresses domestic wells drilled in the Subbasin and the Sustainable Management Criteria (SMC), including Minimum Thresholds, which define undesirable results based on those wells affected by groundwater level declines. An analysis of the number of wells that could potentially go dry with additional groundwater level declines is described in Revised GSP Section 6.3.3.1. A

description of the conceptual Program is provided in Revised GSP Section 8.1.3. In addition, Appendix C of the Revised GSP presents the *Resolution Adopting a Revised Groundwater Sustainability Plan and Documenting the Commitment to Develop and Implement a Well Mitigation Program and Demand Management Actions in the Modesto Groundwater Subbasin*.

The projects and management actions in the Revised GSP are intended to achieve sustainability and to reduce the potential for more wells to go dry. Modeling of the Projects and Management Actions (PMAs) in the Revised GSP demonstrates the feasibility of achieving sustainability by 2042. However, the STRGBA GSA recognizes that the GSP objectives in arresting groundwater level declines quickly could be hindered by significant drought cycles or other factors.

Purpose

The purpose of the Program is to provide mitigation for drinking water wells that have experienced adverse impacts due to declining regional groundwater levels associated with groundwater pumping during the GSP implementation period, since January 31, 2022. As described in the Modesto Subbasin Revised GSP (Section 6.3.3.1), an analysis was conducted that included all 4,563 water supply wells (municipal, industrial, domestic and agricultural) with available construction information in the Modesto Subbasin. This analysis showed potential impacts to water supply wells due to groundwater levels declining below established Minimum Thresholds (MTs). Potential impacts are expected to be limited to an interim period before planned Projects and Management Actions are fully implemented.

The focus of this Program is on mitigation for drinking water wells that have experienced adverse impacts due to declining groundwater levels resulting from basin management actions during the GSP implementation period (defined as ending in 2042 by SGMA legislation). Drinking water wells are defined here as any well used to supply potable water to a household, including domestic wells that supply water for potable, minor irrigation, and other domestic purposes. It may also include state small water systems with between 5 and 14 connections.

The Revised GSP analysis also considered potential impacts to water quality and land subsidence. The analysis indicated that groundwater levels declining below the MTs during the implementation period would not likely have an impact on groundwater quality or on land subsidence. Consequently, this Program focuses on the direct impacts of drinking water wells going dry. In general, a well is considered to be going dry when water can no longer be pumped in sufficient quantity to meet domestic water demands because groundwater levels have fallen too low for the well to produce the required groundwater quantities. While the well is going dry, this typically results in diminished well yield or unreliable productivity. Once groundwater levels have fallen below the pump intake, the well is considered dry and does not produce any water. In some cases, it may be possible to lower the pump to restore sufficient yield, but in other cases, the well must be deepened or a new, deeper well must be constructed.

The purpose of this document is to describe a detailed process for mitigating impacts on drinking water wells adversely affected by declining groundwater levels during the GSP implementation period.

Program Management

This document establishes a framework for the mitigation of drinking water wells demonstrated to have been adversely affected by declining groundwater levels resulting from basin management activities during the SGMA implementation period. It has been developed in consideration of recommendations found in the following two public documents: *Framework for a Drinking Water Well Impact Mitigation Program* (Self-Help Enterprises, et al.) and *Considerations for Identifying and Addressing Drinking Water Well Impacts* (CA Department of Water Resources).

Partnerships with Existing Programs

There are local non-governmental programs that offer support for those affected by impaired access to drinking water within the Modesto Subbasin and across the San Joaquin Valley. During implementation of the Program, additional agencies or non-governmental organizations (NGOs) may be identified for potential collaboration that have interest in or authority over drinking water. The Valley Water Collaborative (VWC), for example, was formed to address nitrate groundwater contamination in private domestic wells used for drinking water in the Modesto and Turlock Subbasins. VWC provides well testing and replacement water or water treatment systems for nitrate contamination to all qualifying applicants, regardless of income level.

Self-Help Enterprises (SHE) is another NGO that offers emergency drinking water supplies, long-term mitigation support, and well stewardship educational resources for those who qualify under their program in Stanislaus County. SHE is a non-profit in the San Joaquin Valley that can provide water quality testing and emergency water service (including bottled water, outdoor tank and hauled water support) for eligible landowners (see <https://www.selfhelpenterprises.org>). When first contacted for assistance with a dry well, SHE establishes basic eligibility (e.g., well / land ownership); the eligible applicants must then submit an application to SHE with information on the well, property, and household, including income. SHE provides emergency response (e.g., bottled water) within 24 hours and conducts an onsite well assessment. If a well replacement is warranted, the process includes completion of a grant agreement between SHE and the well owner. SHE provides a well modification/replacement grant for qualifying landowners who make 80% or less of the mean household income and are willing to not sell their property for a 5-year period after well replacement. Currently, the SHE grants (funded by the SWRCB) can amount to nearly \$60,000.

The STRGBA GSA has coordinated this Program with SHE to minimize overlapping efforts. The STRGBA GSA will enter into an agreement to reimburse SHE for costs associated with program

administration (including bilingual communications and well stewardship educational services), emergency and interim drinking water supplies, and long-term mitigation measures for all drinking water well applications that qualify for Modesto Subbasin mitigation. SHE serves as the contract mediator and lender for the applicants to make arrangements with contractors such as well drillers, pump companies, and plumbers to perform the long-term mitigation.

Program Development Committee

The STRGBA GSA has established a Well Mitigation Program Committee (WMP Committee) and will continue to appoint Committee members at its discretion. This WMP Committee will include representatives from STRGBA GSA member agencies. This WMP Committee will further develop and refine this Plan and recommend approval by the STRGBA GSA when modifications are needed. Upon approval of this Program by the STRGBA GSA, the WMP Committee will implement the Program as defined in the Plan.

Consistent with the stated purpose of this Program, the WMP Committee will have the responsibility for development and implementation of the Program, including but not limited to the following:

- Recommendations to the STRGBA GSA to engage in public outreach.
- Recommendations to the STRGBA GSA to collaborate and contract with non-governmental organizations to assist with outreach and/or well mitigation services.
- Coordination with County Office of Emergency Services to provide well mitigation services.
- Development and oversight of the process for affected well owners to apply for mitigation.
- Development and oversight of the procedures for application review, decision, and appeal including decisions to provide complete or partial mitigation or to reject an application.
- Establishment of a Well Mitigation Technical Review Committee (TR Committee) to review each application for eligibility and potential mitigation.
- Development and oversight of the process for well owner agreements for mitigation.
- Keeping the STRGBA GSA informed of Program implementation and any claims that are received.

Technical Review Committee

The WMP Committee will establish a Technical Review Committee for each claim under this Program. The TR Committee will consist of the following members:

- A STRGBA GSA member agency representative where the well is located or a County representative if the well is within a non-district area or outside City limits.
- A registered Environmental Health Specialist from the Stanislaus County Environmental Health Department or Environmental Resources Department.

- At the WMP Committee and/or STRGBA GSA's discretion and designation, a qualified technical representative (e.g., Professional Geologist or Engineer) that is not part of the STRGBA GSA member agency where the well is located.

The TR Committee will document the eligibility and submit a recommendation regarding STRGBA GSA mitigation to the WMP Committee.

Program Process

Eligibility

The Program is intended to address impacts to drinking water wells from declining groundwater levels associated with groundwater pumping during the GSP implementation period. Drinking water wells are defined as any well used to supply potable water to a household, including domestic wells that supply water for potable, landscape irrigation and other domestic purposes to several homes or parcels. It may also include state small water systems with between 5 and 14 connections. Mitigation for other types of supply wells (e.g., agricultural irrigation, industrial or stock wells) or for non-domestic uses may be considered under this Program by the STRGBA GSA on a case-by-case basis.

At this time, emergency drinking water supplies can be requested in Stanislaus County (and elsewhere in the San Joaquin Valley) via online request or telephone call to an NGO, such as VWC or SHE, which establishes basic information (e.g., well location) and eligibility to receive emergency bottled water under those programs and then requires additional information in an application.

This Program is being coordinated with non-governmental programs, such as SHE, in order to avoid duplication of efforts. As noted above, this Program has been developed to address well impacts due to declining groundwater levels associated with groundwater pumping during the GSP implementation period. To be eligible for mitigation assistance from the STRGBA GSA's Program, the WMP Committee will require that an application from the well owner be submitted to SHE. SHE will then review the application to determine whether the well impacts (including failure or diminished well yields such that reasonable demands can no longer be met) occurred on or after January 31, 2022, and are attributable to sustainable groundwater management under the Subbasin GSP. January 31, 2022, is the date that the GSP was adopted by the STRGBA GSA and submitted to DWR.

The County of Tuolumne and STRGBA GSAs manage groundwater levels in the Modesto Subbasin in accordance with the GSP, including as it may be amended or revised in the future. Wells eligible for the Program are those that have experienced adverse impacts due to declining groundwater levels as a result of basin management under the Subbasin GSP.

At its discretion, the WMP Committee may also review an application and recommend that the Well Mitigation Technical Advisory Committee address other aquifer problems affecting a well, such as water quality problems caused by STRGBA GSA basin management actions that occurred after January 31, 2022. Water quality problems that are not the result of STRGBA GSA basin management actions will not be eligible for mitigation under this Program.

Application Process

The Program application will be available on the SHE website. A link to the application will also be posted on the STRGBA GSA website (STRGBA.org). If requested, designated STRGBA GSA and/or SHE staff will assist applicants with filing the application.

The Program Application Process involves the following steps that begin with completion and submittal of an application by the well owner.

Completion and Submittal of Application. The well owner will fill out an application form and submit it to SHE. The application will request available information from the well owner that includes, but may not be limited to, the following:

- Well owner and contact information
- Well location and age
- Well construction information such as location and access, total well depth, screen interval depths, annular seal depth, and pump type and depth
- Inspection reports from a licensed well driller or pump and well contractor identifying the cause of the well failure
- Any other evidence in applicant's possession that the well failure was caused by STRGBA GSA basin management actions occurring after January 31, 2022 (e.g., depth to water measurements from nearby wells, etc.)

Applicants are encouraged to provide evidence, such as a well assessment report from a licensed well driller identifying the cause of the well failure, other certification from a qualified professional, and all other evidence in applicant's possession to demonstrate that the failure was caused by STRGBA GSA basin management actions. Applicants must allow onsite inspection of their well facilities as necessary by staff of SHE, the TR Committee and the WMP Committee to be eligible for assistance. A right-of-entry agreement granting SHE access to the property is required to be completed.

The WMP Committee is authorized to summarily reject any application if the well failure can be remedied by implementing mechanical or construction solutions that are not related to Subbasin management (such as replacing failed electrical or mechanical pump components with no need to re-drill the well). This Program does not apply to a well installed after January 31, 2022, if the well was installed with a screened interval depth shallower than minimum threshold levels as designated in the Modesto Subbasin GSP.

Limitations Period. All applications brought under this Program must have had well impacts that occurred after January 31, 2022, and were caused by STRGBA GSA basin management activities. Applications for impacts that occurred between January 31, 2022, and the adoption of this Program must be submitted within six months of the date of adoption of this Program. The limitations period for applications submitted after the adoption of this policy will be the limitations process and period provided by the California Government Tort Claims Act (Government Code Section 810 and following).

Assessment of Eligibility. SHE will initially review the applications and if an application is potentially eligible for the STRGBA GSA's Program, SHE will forward the application to the WMP Committee. The TR Committee, assigned by the WMP Committee, will then be responsible for reviewing applications (including attachments) to assess the applicant's eligibility to receive mitigation under the Program. Participation in the STRGBA GSA's Program will not be limited or otherwise dictated by the well owner's income. The TR Committee will have the authority to conduct an independent investigation of the evidence (at their discretion and at the STRGBA GSA's expense), including, but not limited to, engaging hydrogeologists and well drillers, well inspection and testing, research of county well records, and requesting records from the applicant.

The TR Committee will provide written documentation to the WMP Committee of its determination regarding the applicant's eligibility for mitigation and a recommendation of whether to mitigate and how to mitigate. Upon concurrence with the TR Committee's recommendation, the WMP Committee will forward this decision to SHE. Otherwise, should the WMP Committee decide that further review and discussion is warranted, the TR Committee's determination and recommendation will be forwarded to the STRGBA GSA for final direction to SHE. In either case, SHE will communicate the final decision to the well owner.

The WMP Committee may decide to provide complete or partial mitigation for a particular application based on the TR Committee's determination of whether the well failure was related to the STRGBA GSA's groundwater management as opposed to other contributing factors, such as the construction of the well.

An applicant may appeal a decision of the WMP Committee by submitting a written appeal by email to the STRGBA GSA at strgba@mid.org within 30 days of the decision. The appeal shall contain a copy of the original application, the decision, and a statement of the basis for the appeal. The STRGBA GSA Chair will include the appeal on the agenda for the next STRGBA GSA meeting and provide written notice and the agenda to the appellant. The STRGBA GSA will act on the appeal and issue a written decision. The decision of the STRGBA GSA will be final.

Well Owner Agreement. After application, eligibility, and mitigation development (coordinated with SHE), any mitigation must be accompanied by an agreement between the well owner and SHE. The agreement will include but is not limited to the following:

- Priority. The Program will be operated on a first-come, first-serve basis as of the date a completed and submitted application is received by SHE.
- Well access agreement (consistent with SHE agreement).
- Mitigation Award. To the extent sufficient funding exists, the maximum mitigation award provided under the Program will be \$40,000. In no case, is the maximum mitigation award guaranteed and the STRGBA GSA retains exclusive control over the determination of the maximum mitigation award. The STRGBA GSA will be responsible for the maximum mitigation award or the actual cost of the mitigation, whichever is less. The well owner may seek additional and/or alternate funding beyond the mitigation provided by the Program. Eligible mitigation in excess of \$40,000 will be reviewed by the TR Committee on a case-by-case basis with review of the following criteria:
 - a. Receipt and review of multiple bids with comparable construction means and methods yielding an estimated mitigation cost exceeding \$40,000.
 - b. System consolidation yielding new domestic water service to two or more domestic water users.
 - c. Construction means and methods review, including, but not limited to required depth and required casing diameter.
 - d. Occurrence of additional associated costs (e.g., pump replacement).
- Grant term. SHE requires a 5-year grant term during which the well owner must (1) maintain continuous residence on the well site property (if owner occupied), and (2) not transfer the title of the property within 5 years, otherwise the grant would need to be repaid.
- Preferred Contractors. The STRGBA GSA intends that all analysis, inspection, and eligible mitigation be completed by competent and qualified contractors. SHE maintains a list of approved contractors for program participants to select from and requires the following from each contractor: a contractor application, W-9 Form, C57 contractor license for drillers, proof of workers compensation insurance, proof of general liability insurance, and Federal contractor suspension and debarment check.
- Recordation of Mitigation Award. Eligible mitigation provided under the Program for diminished yield (dry well) issues will only occur once per drinking water well and will run with the land. This Agreement will be recorded with the applicable county and will bind the well owner and/or their heirs and assigns. Recordation will not occur until mitigation is complete.
- Post-mitigation Responsibility. Once the mitigation work is completed, the well owner will be responsible for operation, maintenance, and repair of the water well.
- Continuing Education. Through execution of the agreement with SHE, the well owner will acknowledge and confirm having successfully completed education on well maintenance (e.g., SHE's education program).
- Monitoring. The well owner will agree to allow the STRGBA GSA, at the STRGBA GSA's sole discretion, to access and monitor groundwater levels in the new or modified well.

The well owner will agree to the public use of groundwater level data that may be collected for the purposes of complying with SGMA or as deemed appropriate by the STRGBA GSA.

- Indemnification of the STRGBA GSA consistent with then applicable agreement.
- Easement or land use permissions consistent with then applicable agreement. No mitigation, except for interim and emergency solutions, will commence until the well owner has executed an agreement with SHE.

Process for Establishing STRGBA GSA-Related Well Impacts

The TR Committee will review the application provided by SHE via the WMP Committee and, with the authority to conduct an independent investigation, will provide a recommendation about the condition of the well and the cause(s) of the well failure. The TR Committee will consider other contributing factors, such as the condition and use of the well, or the condition of pumping equipment, in determining the degree to which an applicant is eligible for mitigation. The TR Committee will make a recommended determination of the cause of well failure and whether or not an application is eligible for mitigation, which the WMP Committee may adopt in its decision. The WMP Committee will consider the recommendation of the TR Committee and may also consider other contributing factors. Upon concurrence with the TR Committee's recommendation, the WMP Committee will forward this decision to SHE. Otherwise, should the WMP Committee decide that further review and discussion is warranted, the TR Committee's determination and recommendation will be forwarded to the STRGBA GSA for final direction to SHE. In either case, SHE will communicate the final decision to the well owner. If appealed to the STRGBA GSA, the STRGBA GSA will take all relevant factors into consideration in making a final decision.

Process for Implementing Mitigation Measures

Mitigation measures may include emergency water supply, interim solutions, and long-term solutions. Emergency water supplies will be provided by SHE after receiving an eligible request and application. To continue emergency water supply or to access interim or long-term solutions funded by the STRGBA GSA, the landowner must provide authorization to allow for well access.

Emergency Water Supply

SHE will ensure that an emergency water supply is provided to all applicants who have submitted a complete application with a reasonable complaint for damages. An emergency water supply consists of bottled water intended to meet drinking water and cooking needs while the application is reviewed and processed. If the application is approved, SHE will ensure that an interim emergency water supply will continue at the STRGBA GSA's expense until the mitigation is complete.

Interim Solution

Interim solutions may include ongoing deliveries of bottled drinking water and/or temporary provision and filling of a water tank (hailed water) to meet drinking water, hygiene, and cooking needs while the application is reviewed and processed. Every effort will be made to process applications in a timely manner and to provide adequate domestic water supply to applicants while applications are verified, site-specific mitigation eligibility and requirements are determined, and mitigation is implemented and completed. If the application is found to be ineligible under this plan, the WMP Committee and/or SHE may refer the application to another agency or program for additional assistance, if possible.

Long-term Solutions

Following review and initial approval of the application, the most appropriate long-term mitigation measure will be selected. Long-term mitigation measures may include setting the well pump at a deeper depth, replacing the well pump, deepening the well, or replacing the well (including destruction of the existing well). As an alternative to well replacement, a mitigation measure could involve connection to a nearby municipal or public water system. The TR Committee will make a recommendation for long-term mitigation. Upon concurrence with the TR Committee's recommendation, the WMP Committee will forward this decision to SHE. Otherwise, should the WMP Committee decide that further review and discussion is warranted, the TR Committee's recommendation will be forwarded to the STRGBA GSA for final direction to SHE. In either case, SHE will communicate the final decision to the well owner. If appealed to the STRGBA GSA, the STRGBA GSA will take all relevant factors into consideration in making a final decision.

Plan Outreach

Plan Outreach will be coordinated with SHE or other consultant and the STRGBA GSA. The WMP Committee will recommend staff or representatives for the STRGBA GSA's approval to engage in public outreach that will inform well owners and residents of their opportunity to request assistance under this Program, and how to apply for assistance.

Outreach during Program development may include, but is not limited to:

- Discussion of the Plan at public STRGBA GSA meetings and at workshops.
- Establishment of Program-specific information on the STRGBA GSA website (English and Spanish) <https://www.strgba.org/>. This will include a link to the SHE website.

Outreach during Program implementation will be coordinated with SHE and include information about when and how to submit an application, and the subsequent assessment process. It will include the following:

- Maintenance of the Program-specific information on the STRGBA GSA website.
- Regular update and discussion at public STRGBA GSA meetings.
- Regular reporting in Annual Reports of mitigation efforts and accomplishments.

Funding and Anticipated Costs

A Well Mitigation Fund (Fund) has been established to finance program implementation. The purpose of the Fund is twofold: to support implementation of the Program as described above, and to provide funding for well mitigation in response to eligible applications at the discretion of the STRGBA GSA as described below.

Initial Funding. The Program is initially being funded by the STRGBA GSA as part of their respective annual budgets and apportioned between the STRGBA GSA using the existing annual budget allocation methodology.

Baseline Fund. To initiate implementation of the Program, the STRGBA GSA has established a baseline Well Mitigation Fund amounting to three hundred thousand dollars (\$300,000).

Annual Funding. The STRGBA GSA has agreed to fund the Program on an annual basis as may be required to address the needs of the Program until groundwater sustainability is achieved. The STRGBA GSA member agencies will meet and confer in good faith to determine the appropriate funding mechanism, replenishment amount, and STRGBA GSA member allocation methodology prior to Fund replenishment. Funding for the Program will be recommended by the WMP Committee and approved by the STRGBA GSA.

According to DWR's Dry Well Reporting System, 15 domestic wells were reported dry or failed since the GSP was adopted (13 in 2022, 2 in 2023, and 0 in 2024). However, it is unclear whether these dry or failed wells were due to GSA management of groundwater levels. As such, it is not possible to estimate the number of future eligible claims and annual costs.

It is anticipated that the Program funding will come from one, or a combination, of the following sources established by the Parties:

- STRGBA GSA funds
- One or more STRGBA GSA member agencies
- Funds generated through implementation of projects and management actions (e.g., fines and/or penalties)
- County/state/federal funding, as available
- Other sources, as identified.

Accounting. Annual funding will be placed in STRGBA GSA's account.

Funding Cycle. The budget cycle of the Program will be on a calendar year basis.

Funding and Implementation Review. Not less than once per year, the STRGBA GSA will convene a joint meeting of WMP Committee to review Program implementation progress in that year and plan for Program implementation in the subsequent year.

In-Kind Services. Each STRGBA GSA member agency is likely to provide in-kind services and subsequently incur in-kind costs as part of continued Program development and management. These costs will be the responsibility of each STRGBA GSA member agency unless otherwise agreed to in writing.

Supplemental Funding.

SHE provides a well modification/replacement grant for qualifying landowners who make 80% or less of the mean household income and are willing to not sell their property for a 5-year period after well replacement. Currently, the SHE grants (funded by the SWRCB) can amount to nearly \$60,000. If an applicant does not qualify for mitigation through STRGBA GSA's Program, then the applicant may be eligible for mitigation by SHE.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 11.4

SECTION 11: NEW BUSINESS

Meeting Date: January 27, 2026

Subject: Resolution Approving a Consultant Services Agreement with JPW Communications, Inc. for the Preparation of a Community Engagement Strategy and Communications Plan

From: Marisela H. Garcia, City Manager

RECOMMENDATION

It is recommended that the City Council consider approving a Consultant Services Agreement with JPW Communications, Inc. for the preparation of a Community Engagement Strategy and Communications Plan for the City of Riverbank.

SUMMARY

On October 27, 2026 the City issued a Request for Proposals (attached) for the preparation of a Community Engagement Strategy and Communications Plan ("Plan") for the City. A total of four proposals were received by the deadline of December 11, 2025. An internal committee consisting of Mayor Hernandez, Councilmember Call, City Manager, City Clerk, Sr. Management Analyst, and our social media consultant Jane Media Services, evaluated the proposals and interviewed the top two candidates. The contract has been offered to JPW Communications, Inc.

STRATEGIC PLAN

This item is directly associated with the 2025-2030 Strategic Plan Goal of "*Improve Public Communications*" which has an objective of "*develop a formal communications plan to include social media policies, translation services, and public access to information.*"

BACKGROUND

During the 2025 Strategic Planning Session held by the City Council, a goal was established to Improve Public Communications. In an effort to achieve this goal an objective was approved to "*develop a formal communications plan to include social media policies, translation services, and public access to information.*" After some research of how other cities have developed these type of communication-related policies, it was

determined that the preparation of a Community Engagement Strategy and Communications Plan would fit the needs of the City.

The Plan is envisioned as a comprehensive document to guide communications and engagement for the City. The Plan will focus on the successful, consistent, effective, and collaborative approach to engaging City Council, City employees, residents, visitors, and stakeholders. This includes clearly defining the messages, priorities, strategies, and tools the City will deploy.

The Plan aligns with the strategic priorities of the Riverbank City Council, particularly Goal 2, Improve Public Communication. As such, the goal of the Plan is two-fold, one is to improve community and stakeholder engagement with a set of tools and priorities to offer access to information and amplify meaningful participation in and a broad understanding of City services, initiatives and resources, and second is to create guidance and establish best practices for the City Council and City Staff on external communication with our community.

As part of this Plan, a set of measurable communications and engagement outcomes will be put in place to refine the focus of City communications. As this document is both responsive and proactive, the Plan will lay out a framework for City staff and stakeholders to regularly review and adapt to the evolving needs of the City with a pulse on shifting trends in the world of civic engagement and communication.

The Scope of Work will include the following:

1. **Task 1 – Input Gathering:** to include a Communication Audit, one-on-one interviews with City Council, Department Directors and Managers, and stakeholders. Disseminate a survey to internal and external stakeholders to identify communication priorities and hurdles, and to gain insight into how various stakeholders receive and digest forms of information.
2. **Task 2 – Plan Development:** to include developing communication goals and objectives, including a multi-lingual component. Development of an internal communications plan to aid city staff and council in being ambassadors in the community and ensure effective internal communications; provide guidance on proper and consistent messaging and outreach for when departments and Council engage with the public (including social media); define roles and responsibilities; identify tactics to reach target audiences; draft a media relations plan.
3. **Task 3 – Training:** hold training course for City Council and staff. Training will include roles & responsibilities for each attendee, how to utilize the plan, priorities and best practices, templates, measurement, and evaluation, and media relations on-camera training.

REQUEST FOR PROPSAL PROCESS

The Request for Proposal (attached) was issued on October 27, 2025 with a deadline of December 11, 2025. The City received four proposals from the following firms:

1. SAE Communications
2. Tripepi Smith & Associates
3. Brailsford & Dunlavey, Inc.
4. JPW Communications, Inc.

An internal committee consisting of Mayor Hernandez, Councilmember Call, City Manager, City Clerk, Sr. Management Analyst, and our social media consultant Jane Media Services, evaluated the proposals and interviewed the top two candidates. Evaluations were based on the quality of the Proposal Submission, Qualifications, methodology for the Project and Implementation Plan, and Pricing. The top two candidates interviewed were Tripepi Smith & Associates and JPW Communications. Of the two firms, the Committee selected JPW Communications as the firm that would best serve the City's needs.

JPW Communications, Inc. was founded in 2015 by Jenny Windle who spent two decades in local government leading award-winning communication programs for cities and the Port of San Diego. Recent clients include the County of Merced, City of Glendora, City of Encinitas, City of Tustin, and the City of San Marcos.

The estimated timeline for completion of this Plan is approximately 18 weeks from award.

FINANCIAL IMPACT

Total cost of the contract is \$115,820 with two optional services to assist with the collection of data in the form of surveys from stakeholders and to offer translation support at in-person meetings with community based organizations and/or town halls if needed. These amounts are not requested at this time but will be evaluated by the City Manager as to the benefit to the contract. A current budget allocation of \$115,820 from the General Fund to the City Council Professional Services budget is requested.

ATTACHMENTS

1. Resolution
2. Consultant Services Agreement
3. JPW Communications, Inc. Proposal
4. Request for Proposals

CITY OF RIVERBANK

RESOLUTION 2026-

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIVERBANK, CALIFORNIA
APPROVING A CONSULTANT SERVICES AGREEMENT WITH JPW
COMMUNICATIONS, INC. FOR THE PREPARATION OF A COMMUNITY
ENGAGEMENT STRATEGY AND COMMUNICATIONS PLAN**

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

WHEREAS, the Riverbank City Council established a Strategic Plan Goal to Improve Public Communications; and

WHEREAS, a Strategic Plan Objective was established to develop a formal communication plan to include social media policies, translation services, and public access to information; and

WHEREAS, in this digital era developing a community engagement strategy and communications plan is imperative to building trust, fostering connection, and ensuring our community members are heard, including those who speak different languages; and

WHEREAS, some City of Riverbank departments have their own communication channels, platforms, and stakeholders and it is crucial to collectively engage with the community in a collaborative tone and with the same engagement strategies, branding guidelines, and communication policies; and

WHEREAS, JPW Communications, Inc. possesses the expertise to provide communications assessments and audits, develop communication goals, objectives, strategies and tactics, develop policies and plans, and offer support and provide training to City Council and City Staff.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank does hereby:

1. Authorize the City Manager to enter into a Consultant Services Agreement with JPW Communications, Inc. to complete a Community Engagement Strategy and Communications Plan, and
2. Authorize the allocation of \$115,820 from the General Fund Reserves to the City Council Professional Services Account for said contract.
3. Authorize the City Manager to allocate additional funds for optional services based on the needs of the city in an amount not to exceed \$8,000.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 27th day of January, 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: *Consultant Services Agreement*

CONSULTANT SERVICES AGREEMENT

THIS CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this 27th day of January 2026, (the “Effective Date”) by and between the City of Riverbank, a California municipal corporation (“City”), and JPW Communications, Inc., an S Corporation (“Consultant”). City and Consultant may herein be referred to individually as a “Party” and collectively as the “Parties”. There are no other parties to this Agreement.

RECITALS

A. City has issued a Request for Proposals (“RFP”) for consultant services for the preparation of a Community Engagement Strategy and Communications Plan (the “Project”).

B. Consultant has submitted a proposal to City that includes a scope of proposed consultant services, attached hereto and described more fully in **Exhibit A** (“Services”).

C. Consultant represents that it is qualified, willing and able to provide the Services to City, and that it will perform Services related to the Project according to the rate schedule attached hereto and described more fully in **Exhibit B** (the “Rates”).

NOW, THEREFORE, in consideration of the promises and covenants set forth below, the Parties agree as follows:

AGREEMENT

1. Consulting Services. Consultant agrees, during the term of this Agreement, to perform the Services for City in connection with the Project. Any request for services in addition to the Services described in **Exhibit A** will be considered a request for additional consulting services and not compensated unless the Parties otherwise agree in writing. No subcontract shall be awarded or an outside consultant engaged by Consultant unless prior written approval is obtained from City.

2. Compensation. City shall pay Consultant according to the fee schedule set forth in the Rates, as full remuneration for the performance of the Services. Consultant agrees to maintain a log of time spent in connection with performing the Services. On a monthly basis, Consultant shall provide City, in reasonable and understandable detail, a description of the services rendered pursuant to the Services and in accordance with the Rates. If the work is satisfactorily completed, City shall pay such invoice within thirty (30) days of its receipt. If City disputes any portion of any invoice, City shall pay the undisputed portion within the time stated above, and at the same time advise Consultant in writing of the disputed portion.

3. Reimbursement. City shall pay Consultant for reimbursable expenses related to travel, lodging, conference calls, reproduction and other costs incurred related to Consultant’s performance of the Services. Such reimbursable costs shall be invoiced and billed to the City on a monthly basis.

4. Confidential Information. Consultant understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City (“Confidential Information”).

Consultant shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Consultant written authorization to make any such disclosure, Consultant shall do so only within the limits and to the extent of that authorization. Such authorization does not guarantee that the City will grant any further disclosure of Confidential Information. Consultant may be directed or advised by the City Attorney on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project, and in such event, Consultant agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

5. Term. This Agreement shall become effective on the Effective Date and will continue in effect until the Services provided herein have been completed, unless terminated earlier as provided in Section 6 or 7 below (the “Term”).

6. Termination. City may terminate this Agreement prior to the expiration of the Term (“Termination”), without cause or reason, by notifying Consultant in writing of City’s desire to terminate this Agreement (the “Termination Notice”). Upon receipt of a Termination Notice, Consultant shall immediately cease performing the Services. Consultant will be entitled to compensation, as of the date Consultant receives the Termination Notice, only for Services actually performed. Consultant may terminate this Agreement prior to the expiration of the Term with or without cause upon 30 days written notice to the City.

7. Termination for Cause. Notwithstanding Section 6 above, this Agreement may be terminated by City for cause based on the loss or suspension of any licenses, permits or registrations required for the continued provision of the Services, or Consultant’s malfeasance. Termination of the Agreement for cause as set forth in this Section shall relieve City from compensating Consultant.

8. Performance by Key Employee. Consultant has represented to City that Meagan Platt will be the person primarily responsible for the performance of the Services and all communications related to the Services. City has entered into this Agreement in reliance on that representation by Consultant.

9. Property of City. The following will be considered and will remain the property of City:

A. Documents. All reports, drawings, graphics, working papers and Confidential Information furnished by City in connection with the Services (“Documents”).

Nothing herein shall be interpreted as prohibiting or limiting City's right to assign all or some of City's interests in the Documents.

B. Data. All data collected by Consultant and produced in connection with the Services including, but not limited to, drawings, plans, specifications, models, flow diagrams, visual aids, calculations, and other materials ("Data"). Nothing herein shall be interpreted as prohibiting or limiting City's right to assign all or some of City's interests in the Data.

C. Delivery of Documents and Data. Consultant agrees, at its expense and in a timely manner, to return to City all Documents and Data upon the conclusion of the Term or in the event of Termination.

10. Duties of City. In order to permit Consultant to render the services required hereunder, City shall, at its expense and in a timely manner:

A. Provide such information as Consultant may reasonably require to undertake or perform the Services;

B. Promptly review any and all documents and materials submitted to City by Consultant in order to avoid unreasonable delays in Consultant's performance of the Services; and

C. Promptly notify Consultant of any fault or defect in the performance of Consultant's services hereunder.

11. Representations of Consultant. City relies upon the following representations by Consultant in entering into this Agreement:

A. Qualifications. Consultant represents that it is qualified to perform the Services and that it possesses the necessary licenses, permits and registrations required to perform the Services or will obtain such licenses or permits prior to the time such licenses or permits are required. Consultant represents and warrants to City that Consultant shall, at Consultant's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and registrations that are legally required for Consultant to practice Consultant's profession at the time the Services are rendered.

B. Consultant Performance. Consultant represents and warrants that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Consultant shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such Services. All work or products completed by Consultant shall be completed using the best practices available for the profession and shall be free from any defects. Consultant agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Consultant shall re-perform or replace unsatisfactory Service at no additional expense to City.

12. Compliance with Laws and Standards. Consultant shall insure compliance with all applicable federal, state, and local laws, ordinances, regulations and permits, including but not limited to federal, state, and county safety and health regulations. Consultant shall perform all work according to generally accepted standards within the industry. Consultant shall comply with all ordinances, laws, orders, rules, and regulations, including the administrative policies and guidelines of Client pertaining to the work.

13. Independent Contractor; Subcontracting. Consultant will employ, at its own expense, all personnel reasonably necessary to perform the Services. All acts of Consultant, its agents, officers, employees and all others acting on behalf of Consultant relating to this Agreement will be performed as independent contractors. Consultant, its agents and employees will represent and conduct themselves as independent contractors and not as employees of City. Consultant has no authority to bind or incur any obligation on behalf of City. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever. Consultant is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is expressly approved by City in writing.

14. Insurance. Consultant and all of Consultant's contractors and subcontractors shall obtain and maintain insurance of the types and in the amounts described in this paragraph and its subparagraphs with carriers reasonably satisfactory to City.

A. General Liability Insurance. Consultant shall maintain occurrence version commercial general liability insurance or an equivalent form with a limit of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) for each occurrence.

B. Workers' Compensation Insurance. Consultant shall carry workers' compensation insurance as required by the State of California under the Labor Code. Consultant shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollar (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollar (\$1,000,000.00) limit for each employee's bodily injury by disease.

C. Errors and Omissions Liability. Consultant shall carry errors and omissions liability insurance in the amount of no less than One Million Dollars (\$1,000,000.00) per occurrence or greater if appropriate for the Consultant's profession. Architects and engineers coverage is to be endorsed to include contractual liability. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents"); or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

D. Other Insurance Requirements. Within five (5) days of the Effective Date, Consultant shall provide City with certificates of insurance for all of the policies required under this Agreement (“Certificates”), excluding the required worker’s compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Consultant shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the worker’s compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days’ prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name City, and City’s Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied, or used by the Consultant, or automobiles owned, leased, or hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City; (c) be primary with respect to any insurance or self-insurance programs covering City or City’s Agents and any insurance or self-insurance maintained by City or City’s Agents shall be in excess of Consultant’s insurance and shall not contribute to it; (d) contain standard separation of insured provisions; and (e) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to the City.

15. Indemnification. Consultant hereby agrees to indemnify, defend, and hold harmless City, its agents, officers, employees and volunteers, against all liability, obligations, claims, loss, and expense (a) caused or created by Consultant, its subcontractors, or the agents or employees of either, whether negligent or not, pertaining to or related to acts or omissions of Consultant in connection with the Services, or (b) arising out of injuries suffered or allegedly suffered by employees of Consultant or its subcontractors (i) in the course of their employment, (ii) in the performance of work hereunder, or (iii) upon premises owned or controlled by City. Consultant’s obligation to defend, indemnify and hold City and its agents, officers, employees and volunteers harmless is not terminated by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

16. Consequential Damages. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

17. Litigation. In the event that either Party brings an action under this Agreement for the breach or enforcement hereof, or must incur any collection expenses for any amounts due hereunder the prevailing Party in such action shall be entitled to its costs including reasonable attorney’s fees, whether or not such action is prosecuted to judgment.

18. Notices. Any notice or communication required hereunder between City or Consultant must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight

delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Notices given by registered or certified mail shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, (b) on the date delivered as shown on a receipt issued by the courier, or (c) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the addresses in this paragraph set forth below:

If to City:	City of Riverbank 6707 Third Street Riverbank, CA 95367 Attn: City Clerk
With courtesy copies to:	City of Riverbank 6707 Third Street Riverbank, CA 95367 Attn: City Manager
And to:	White Brenner LLP 1608 T Street Sacramento, California 95811 Attention: Douglas L. White, Esq.
If to Consultant:	JPW Communications, Inc. 2710 Loker Ave. W., Suite 300 Carlsbad, CA 92010 Attention: Jenny Windle

19. General Provisions.

A. Modification. No alteration, modification, or termination of this Agreement shall be valid unless made in writing and executed by all Parties.

B. Waiver. The waiver by any Party of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

C. Assignment. No Party shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties.

D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

E. Venue. Venue for all legal proceedings shall be in the Superior Court of California for the County of Stanislaus.

F. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

G. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.

H. Severability. If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.

I. Audit. City shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Consultant's charges to City under this Agreement.

J. Entire Agreement. This Agreement sets forth the entire understanding between the Parties as to the subject matter of this Agreement and merges all prior discussions, negotiations, proposal letters or other promises, whether oral or in writing.

K. Headings Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

L. Time is of the Essence. Time is of the essence in this Agreement for each covenant and term of a condition herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last day and date below written.

CITY:

CITY OF RIVERBANK, a California
municipal corporation

By: _____
Marisela H. Garcia, City Manager

Date: _____

Approved as to Form:

Tom Hallinan, City Attorney

CONSULTANT:

JPW Communications Inc., an S Corporation

By: _____
Jenny Windle, President and CEO

Date: _____

EXHIBIT A

Services

Task 1: Gathering input

Our work begins with understanding what makes Riverbank unique—its people, priorities and communication realities. This phase is designed to uncover the insights your team needs to build a plan that is not only strategic, but truly useful in daily practice.

We start with a collaborative kickoff meeting to define success, clarify priorities and align on deliverables. From there, we conduct a comprehensive audit of all City communications (digital, print, broadcast and internal) to identify strengths, gaps and opportunities that directly inform the plan.

Through a discovery session and SWOT analysis with Riverbank's leadership, we surface key issues, trends and perspectives that will shape the strategy. One-on-one interviews with City Council, department directors, communications liaisons and community champions provide deeper insight into how information flows today and where engagement can improve. Combined with targeted stakeholder surveys, this ensures we gather input from voices across the community.

A core value of our process is inclusive and multicultural outreach. Riverbank's multilingual needs and diverse audiences require communication that is culturally responsive, translated where appropriate and grounded in community partnerships. Led by Susanne Bankhead, one of only three Certified Public Participation Professionals (CP3) in California, our approach brings unmatched expertise in equitable engagement.

By the end of this phase, Riverbank will have a clear, research-driven picture of its communication environment, one that becomes the foundation for a plan built on accuracy, alignment and local insight.

ACTION ITEMS AND DELIVERABLES:

- Kick-off meeting with City project team to align on goals, deliverables and schedule
- In-person discovery session and SWOT analysis with leadership team
- One-on-one interviews with City Council, department leaders, communications liaisons and community champions
- Comprehensive audit of existing materials, policies and practices
- Review staff capacity, systems and crisis communications resources
- Development and distribution of internal and external stakeholder surveys (with multilingual options)
- Multicultural outreach activities including translated materials, culturally relevant engagement and partnerships with community organizations
- Identification and mapping of key audiences and stakeholder groups
- Summary report of communication gaps, opportunities and insights
- **Milestone:** Findings presented to the City project team for feedback and alignment



Task 2: Plan development

Our plan development process is designed to deliver a communications and engagement framework that is clear, actionable and sustainable for Riverbank. Every recommendation is directly tied to the insights gathered in Task 1 to ensure the plan reflects the realities of how your organization communicates today.

We develop a holistic strategy that aligns messaging, tactics and engagement efforts across all channels. This ensures the public receives consistent, timely and accessible information, and that staff and City Council can share key messages with confidence. Recommendations will include community outreach strategies, media relations tools, digital approaches, and guidance for crisis and emergency communication.

A core component of this plan is strengthening internal alignment. We will build an internal communications framework that clarifies roles and responsibilities, supports staff and Council as ambassadors and helps departments coordinate messaging effectively. Special attention will be given to multilingual communication to ensure all residents have access to the information they need.

To support implementation, we will create the structures and tools Riverbank needs to operationalize the plan. This includes a public information organizational chart, a responsibility matrix and a priority implementation roadmap that outlines key tasks, timelines, staff ownership and available tools. The result is

a strategic, future-ready plan that equips Riverbank to communicate with greater clarity, consistency and impact.

ACTION ITEMS AND DELIVERABLES:

- Comprehensive external communications plan that outlines goals, objectives, strategies and tactics, including multicultural considerations, glossary and systems for measurement/refinement
- Define target audiences and personas, or archetypes, to tailor messaging to motivators, preferences and traits
- Creation of media relations plan and internal communications plan to support staff/Council as ambassadors
- Draft messaging matrix aligned to define audiences and communications channels with guidance on inclusive language
- Strategies for social media response and engagement best practices
- Updated roles and responsibilities flowchart and public information organizational chart
- Drafting of sample templates, social media policy and crisis communications plan
- Development of a comprehensive activation plan outlining year-over-year actions with priority implementation matrix and rollout activities
- **Milestone:** Completion of draft Community Engagement Strategy and Communications Plan, presented to the City project team for review and feedback



Task 3: Training

In this phase, we bring the plan to life. Our training will give Riverbank staff and City Council the confidence, clarity and tools needed to communicate effectively from day one of implementation.

We begin with hands-on sessions that introduce the new messaging framework, templates and outreach tools. These sessions build shared ownership of the plan and ensure every participant understands how to apply the strategy in real scenarios. Staff will leave with the practical skills needed to strengthen daily communication, improve transparency and engage the community with consistency.

As an extension of the activation work from Task 2, every component of the training is tailored to your needs. We work closely with City leadership to prioritize actions, assign roles and ensure trainings align with your organizational structure. Our goal is to make this phase motivating, relevant and immediately useful.

Because JPW offers full-service design and video capabilities, we will also provide on-camera media training to help staff and Council speak confidently in high-visibility moments, including media inquiries and community presentations. All scheduling will comply with Brown Act requirements.

Should Riverbank wish to extend support beyond this scope, JPW is prepared to provide implementation assistance as a next phase.

ACTION ITEMS AND DELIVERABLES:

- In-person trainings for staff and council to improve adoption and use of messaging, templates and resources
- In-person on-camera media training to build staff confidence handling media inquiries
- **Milestone:** Delivery of a training course to accompany roll out of adopted plan



Task 4: Deliverables + Plan Evaluation Estimate

Our final deliverables will equip Riverbank with a complete, ready-to-use communications and engagement system. Each component of the plan will be documented clearly with all messaging tools, strategies, templates and protocols organized so staff can easily reference and apply them.

Measurement is essential to ensuring the plan continues to evolve with the community. We will embed key performance indicators (KPIs) and evaluation tools throughout the document so that the City can track progress, adjust strategies and celebrate success over time. After the plan is adopted by Council, we recommend developing the cost estimate for evaluation support (Task 2, Item 10) to ensure long-term monitoring and refinement.

Task 4 also includes all noted reports and presentations, including an executive summary and Council-facing materials that communicate the plan's purpose, priorities and intended impact with clarity.

Together, these deliverables give Riverbank a strategic, measurable and future-ready foundation for communication and engagement—one that grows with your organization and your community.

ACTION ITEMS AND DELIVERABLES:

- Preparation of an executive summary report to summarize all work from all tasks
- Presentation materials for the final plan evaluation workshops
- Finalization of key performance indicators (KPIs) for all communications and engagement activities
- Creation of evaluation plan and estimate
- Milestone: Delivery of final presentation to council, templates and tracking recommendations



Project schedule

Project schedule

The following schedule outlines a proposed timeline of work activities. Actual timeline will be subject to meeting availability and scheduling. Our project approach is flexible and designed to respond to client needs, milestones and sense of urgency.



TASK 1: GATHERING INPUT	ESTIMATED TIMELINE
Host 60-minute kick-off meeting with project team (virtual)	Week 1
Host 2-hour discovery/SWOT analysis with leadership team (in-person)	Week 2 or 3 (depending on scheduling)
Conduct audit of materials, policies and practices	Weeks 1-2
Review staff capacity and systems	Weeks 2-5
Host virtual 30-minute 1:1 interviews with Council, department heads, community liaisons and community champions (assumes up to 12)	Weeks 3-6
Develop and distribute stakeholder surveys (internal and external)	Weeks 6-7
Identify and map external stakeholders	Weeks 7-8
Summary report of communication gaps, opportunities and insights	Week 8
Milestone: Findings presented to the City project team	
TASK 2: PLAN DEVELOPMENT	
Develop comprehensive plan that outlines goals, objectives, strategies and tactics, including multicultural considerations, glossary and systems for refinement	Weeks 9-12
Create media plan	Weeks 9-12
Create internal communications plan	Weeks 10-12
Draft messaging matrix	Weeks 10-12
Provide guidance on inclusive language	Weeks 10-12
Develop strategies for social media and engagement best practices	Weeks 10-12
Update roles and responsibilities flowchart	Weeks 12-13
Create sample templates, social media policy and crisis communications plan	Weeks 12-13
Develop activation plan with year-over-year actions and priority matrix	Weeks 12-15
Milestone: Completion of draft Community Engagement Strategy and Communications Plan	
<i>* Cost estimate for plan evaluation included in Task 4</i>	

Project schedule (cont.)



TASK 3: TRAINING		ESTIMATED TIMELINE
In-person trainings for staff and council to improve adoption and use of messaging, templates and resources, including on-camera media training to build staff confidence handling media inquiries		Week 16
Milestone: Delivery of a training course to accompany roll out of adopted plan		
TASK 4: DELIVERABLES + PLAN EVALUATION ESTIMATE		
Prepare executive summary report to summarize all work from all tasks		Weeks 16-18
Design presentation materials for the final plan evaluation workshops		Weeks 16-18
Finalize key performance indicators (KPIs) for all communications and engagement activities		Weeks 16-18
Creation of plan evaluation estimate		Weeks 16-18
Present final plan to Council		Week 18
Milestone: Delivery of final presentation to council, templates and tracking recommendations		

EXHIBIT B

Rate Schedule

Cost estimate

The following budget is an informed estimate based on JPW's experience delivering similar scopes of work and our understanding of Riverbank's needs. We offer it as a starting point and are fully flexible in refining the approach, level of effort and costs based on your priorities and feedback.



TASK 1: GATHERING INPUT	ESTIMATED HOURS/ CLASSIFICATION	ESTIMATED COST
• Host 60-minute kick-off meeting with project team (virtual) • Host 2-hour discovery/SWOT analysis with leadership team (in-person) • Conduct audit of materials, policies and practices • Review staff capacity and systems • Host virtual 30-minute 1:1 interviews with councilmembers, department heads, community liaisons and community champions (assumes up to 12) • Develop and distribute stakeholder surveys (internal and external) • Identify and map external stakeholders • Summary report of communication gaps, opportunities and insights	President: 37 hours Senior vice president: 21 hours Senior manager: 54 hours Art director: 6 hours Specialist: 33 hours Coordinator: 39 hours	\$41,765 (includes travel)
TASK 2: PLAN DEVELOPMENT	ESTIMATED HOURS/ CLASSIFICATION	ESTIMATED COST
• Develop comprehensive plan that outlines goals, objectives, strategies and tactics, including multicultural considerations, glossary and systems for refinement • Create media plan • Create internal communications plan • Draft messaging matrix • Provide guidance on inclusive language • Develop strategies for social media and engagement best practices • Update roles and responsibilities flowchart • Create sample templates, social media policy, crisis communications plan • Develop activation plan with year-over-year actions and priority matrix	President: 31 hours Senior vice president: 31 hours Senior manager: 56 hours Art director: 26 hours Specialist: 40 hours Coordinator: 40 hours	\$41,195

Cost estimate



TASK 3: TRAINING	ESTIMATED HOURS/ CLASSIFICATION	ESTIMATED COST
In-person trainings for staff and council to improve adoption and use of messaging, templates and resources, including on-camera media training to build staff confidence handling media inquiries	President: 24 hours Senior manager: 26 hours Art director: 18 hours Multimedia designer/ videographer: 18 hours Specialist: 12 hours Coordinator: 12 hours	\$24,680 (includes travel)
TASK 4: DELIVERABLES + PLAN EVALUATION ESTIMATE	ESTIMATED HOURS/ CLASSIFICATION	ESTIMATED COST
- Preparation of an executive summary report to summarize all work from all tasks - Presentation materials for the final plan evaluation workshops - Refinement of key performance indicators (KPIs) for all communications and engagement activities - Development of a cost estimate for periodic plan evaluation and optional evaluation workshops - Present final plan to council	President: 8 hours Senior manager: 18 hours Art director: 12 hours	\$8,180
SUBTOTAL	562 total hours	\$115,820

Cost estimate (optional services)

To complement Riverbank’s scope of work, JPW also recommends the following optional services to collect comprehensive survey responses. JPW is also able to offer multilingual translation support services if needed.



OPTIONAL SERVICES	ESTIMATED HOURS/ CLASSIFICATION	ESTIMATED COST
• Survey response support services in collaboration with Centiment, JPW's trusted survey partner	n/a	\$4,000
• Translation support services		\$4,000



JPW COMMUNICATIONS



City of Riverbank

Community Engagement Strategy and Communications Plan
December 11, 2025

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Nice to meet you.

City of Riverbank
Attn: Marisela H. Garcia, City Manager
6707 Third Street, Suite A
Riverbank, CA 95367

Dear Ms. Garcia,

On behalf of JPW Communications, I am pleased to submit our proposal for the City of Riverbank's Community Engagement Strategy and Communications Plan. We appreciate the opportunity to partner with the City as you work to strengthen communication, enhance transparency and build deeper, more accessible engagement with residents, businesses and stakeholders. Your goals of improving public communication, unifying messaging across departments and expanding multilingual access are at the center of our approach.

This plan will be designed to directly support those priorities by giving Riverbank a clear set of strategies, tools and processes that make communication easier for staff, more consistent for the community and more effective at building trust. With Senior Vice President Susanne Bankhead, one of only three certified Public Participation Professionals in California, leading this work, Riverbank will receive best-in-class expertise in inclusive engagement and public participation.

Our team is committed to delivering an actionable, responsive plan shaped around Riverbank's unique needs. We will help the City remove barriers to participation, clarify internal roles, strengthen alignment among City Council and staff and support meaningful dialogue across a growing and diverse community. The result will be a practical, future-ready framework that allows every department to communicate clearly and confidently while supporting long-term trust and understanding.

Please direct correspondence regarding this proposal to me at 760-683-8395 x700 or j.windle@jpwcomm.com. I certify that I am empowered to bind the company contractually, and if selected, we will comply with all licensing requirements for the City of Riverbank and the State of California.

Thank you for considering our proposal. We look forward to the opportunity to support Riverbank's strategic communications and engagement goals.

Sincerely,

Jenny Windle, President and CEO
JPW Communications, Inc. (S Corporation)
2710 Loker Ave. W., Suite 300
Carlsbad, CA 92010



“Alone we can do so little; together,
we can do so much.

— Helen Keller



Partnership starts here.

Riverbank's priorities are clear: stronger communication, deeper engagement and a more connected community. We can help you build the systems, tools and messaging to make those outcomes possible and sustainable.

With JPW, you gain a partner who understands local government from the inside out and knows how to turn strategic goals into community-wide impact.

Together, we can create a communications framework that elevates transparency, supports staff and strengthens trust across Riverbank.

Company
qualifications

A staff born from government, for government



VIDEO: MEET JENNY

Learn why she created JPW and why it matters to you.

ABOUT US

Allow us to introduce ourselves. JPW was born from the need for a communications firm that offers the rare combination of exceptional service, creative ideas and strategic solutions that can only come from firsthand service in the public sector. We serve government enthusiastically and exclusively, and that means that we understand the challenges you face, why they matter, and how to solve them.

OUR HISTORY

JPW was founded in 2015 by long-time government communicator Jenny Windle, and we are a team of experts who provide award-winning services for government agencies. Together, we bring 100 years of collective experience working inside and alongside cities, counties, states and special districts. We do this because we believe that public agencies deserve the very best in communication services.

THE JPW EXPERIENCE

We balance big ideas with practical applications designed just for government, and the result is strategic communication that actually works.

OUR VISION

We imagine a world where communities and local government understand each other and work together for the greater good.

OUR CERTIFICATIONS

We are a proudly woman-owned organization and certified Disadvantaged Business Enterprise (DBE) and Small/Micro Business Enterprise.

Our expertise

Our team of 11 has helped cities across California craft community engagement strategies and communication plans that deepen trust, inspire action and ultimately provide City staff and council members with the framework, tools and training needed to connect with their communities. From social media strategies to early engagement on specific plans, we've done it all, and look forward to helping Riverbank communicate well and with purpose.

Why we're different

JPW's communication plans and engagement strategies work because they're shaped by real-world experience and grounded in community-specific data. We often say that we're not the "save-as" people because we approach each community as wholly unique and worthy of greatness. We believe public agencies deserve exceptional communication support; without it, understanding, appreciation and trust between government and the public are difficult to build. Although we now work on the consulting side of the table, we continue to carry a strong ethos of public service and consider ourselves true partners and extensions of our clients' teams.

Co-ownership of outcomes

We know that developing a plan like this is an investment of public funds, and we also believe that plans should never just sit on a shelf. We promise to co-own the outcomes and success of this plan with you and create a process that unearths insights that will strengthen relationships between you and your community, long after the plan is implemented.

Full service, and at your service

Team JPW has the strategists, certified community engagement experts and project managers that the City of Riverbank needs to communicate the value of your services and engage the community you serve. We are also proud to reiterate that Susanne Bankhead, our senior vice president and partner, is one of only three certified **public participation professionals** in California. Coupled with our **in-house design team** that includes videography and photography offerings, we are truly a full service agency.

STRATEGIC COMMUNICATIONS	COMMUNITY OUTREACH
- Planning and research - Crisis management - Target audience segmentation - Message and persona development - SWOT analysis - Competitive landscape analysis - Community surveys, focus groups/interviews - Communications, materials and branding audit	- Outreach process design - Community engagement strategies - Public meeting design and implementation - Meeting facilitation - Construction marketing and outreach - Surveys, stakeholder interviews focus groups - Multicultural outreach - Pop-up outreach events
MARKETING & CAMPAIGNS	MEDIA
- Campaign research, planning and implementation - Branding and graphic design - Behavior change campaigns - Persona creation - Paid media ad planning - Social media campaigns - Video production and photography - Media and public relations	- Social media campaigns - Social media planning - Social media graphic design - Public relations - Press release writing - Media relations - Media lists - Media pitching - Copywriting
PUBLIC PARTICIPATION	CREATIVE
- Outreach strategy planning - Public meeting design and implementation - Meeting facilitation - Prop 218 outreach - Construction marketing and outreach - Survey development; stakeholder interviews; focus groups - NEPA, CEQA	- Graphic design - Branding and rebranding - Logo design - Videography - Photography - Social media design - Newsletter template design - Style guides - Interactive digital toolkits

Our team

One of JPW's biggest differentiators is our people. We are a specially curated group of government communicators who deeply understand the nuances of working in the public space. We have hand-selected the following team to work with the City of Riverbank based on their direct experience and acumen. Our team is designed to scale as needed.

PROJECT TEAM

Jenny Windle
Founder and CEO

Susanne Bankhead
Partner and Sr. Vice President

Meagan Platt
Sr. Manager*

Molly Schellenger
Art Director

Kit Caldwell
Multimedia Designer/Videographer

Natalia Speedon
Specialist

Lauren Boyer
Coordinator

**Project manager offering
day-to-day support*



Jenny Windle, MPA
President



Susanne Bankhead
Partner & Senior Vice President



Marissa Aymar
Vice President, Finance &
Operations



Leslie Spring
Senior Director, Growth &
Creative Strategy



Baylee Akins
Senior Marketing &
Communications
Manager



Meagan Platt
Senior Marketing &
Communications
Manager



Molly Schellenger
Art Director



Kit Caldwell
Multimedia Designer/
Photography & Videography



Natalia Speedon
Marketing &
Communications
Specialist



Lauren Boyer
Marketing & Communications
Coordinator



Liana Letsos
Marketing & Communications
Coordinator

JENNY WINDLE
FOUNDER AND CEO



“We never know where the process will take us.

Jenny Windle is the founder and CEO of JPW Communications, a California-based agency redefining how local governments connect with their communities. Since launching JPW in 2015, Jenny has transformed the firm from a one-woman startup into one of the state’s most trusted and creative public outreach partners known for blending strategic rigor with human-centered storytelling.

Before founding JPW, Jenny spent nearly two decades inside local government, leading award-winning communications programs for three California cities and the Port of San Diego. That experience shaped her belief that public agencies deserve the same caliber of creativity and strategy as the private sector, and that continues to anchor JPW’s mission.

Now in its tenth year, JPW is building toward a bold vision: to become California’s premier government communications company. Under Jenny’s leadership, the team continues to elevate public sector storytelling, proving that government communications can be both inspired and impactful.

EDUCATION

Cal State University, Northridge
Master’s in Public Administration

Western Washington University
Bachelor’s of Arts in Communications

California State University, Fresno
Certificate in Economic Development

Project experience

BRANDING

California Association of Public Information Officials (CAPIO), City of Glendora, City of Lake Forest, City of San Marcos, Government Training Agency, M2C, Inc., Western Water

ECONOMIC DEVELOPMENT

City of Carlsbad, City of Riverside, City of San Diego, City of Vista, County of Merced, Innovate78, North Valley THRIVE

MARKETING CAMPAIGNS

County of Marion, County of San Luis Obispo, San Marcos Unified School District

PUBLIC PARTICIPATION/ COMMUNITY OUTREACH

Cardiff School District, City of Carlsbad, City of Tustin, Olivenhain Municipal Water Department, Port of San Diego, Sacramento Sewer District, San Diego County Water Authority, Sweetwater Authority

STRATEGIC COMMUNICATIONS

City of Glendora, City of San Marcos, County of Merced, County of San Diego, Long Beach Water Department, Rancho California Water Agency, Sweetwater Authority, Western Water

SUSANNE BANKHEAD
SENIOR VICE PRESIDENT



“You know the hype man at concerts? That’s Susanne at a public meeting.

Susanne brings more than 20 years of experience leading community outreach, public participation and communications for some of California’s most complex public projects. As one of only three IAP2 Certified Public Participation Professionals (CP3) in the state, she is a trusted expert in designing meaningful engagement that builds credibility, strengthens relationships and supports informed decision-making.

With leadership experience in public and private sectors, she has a rare 360-degree understanding of how agencies, consultants and communities connect. At JPW, Susanne leads the community outreach and public participation practice, known for simplifying technical topics, building trust and delivering measurable, defensible results.

A former college athlete, Susanne brings that same energy to her leadership at JPW. She is committed to continuous learning, uses practical tools to help teams collaborate effectively and actively mentors staff to support a healthy, high-performing culture.

Before joining JPW, she served as community relations manager for the City of Carlsbad and worked for two public affairs firms supporting government, building, real estate and development clients.

EDUCATION

Cal State University, Long Beach
Masters in Kinesiology

Arkansas State University
Bachelor of Arts in Kinesiology

International Association of Public Participation
Certified Public Participation Professional (CP3)

Project experience

BRANDING/CREATIVE

Calleguas Municipal Water District, City of Encinitas, City of San Luis Obispo, City of Tustin, San Diego County Water Authority

PUBLIC PARTICIPATION/COMMUNITY ENGAGEMENT

City of Carlsbad, City of Encinitas, City of Escondido, City of Tustin, City of San Diego, City of San Luis Obispo, City of San Marcos, North County Transit District, Port of San Diego, Sacramento Sewer District, San Diego County Water Authority, Sweetwater Authority, Western Water, West Valley Water District

MARKETING CAMPAIGNS

City of Encinitas, City of San Luis Obispo, City of San Marcos, City of Santa Ana, Western Water, Sacramento Sewer District

STRATEGIC COMMUNICATIONS

Association of Women in Water, Energy & Environment (AWWEE), City of Belmont, City of Long Beach (Water Department), City of San Marcos, County of San Diego, Sweetwater Authority, Western Water

MEAGAN PLATT
SENIOR MANAGER



“Stories express the most complicated ideas in the most digestible ways.”

Meagan is a skilled communications and marketing professional with experience spanning the public, nonprofit and private sectors. Before joining JPW Communications, Meagan worked for three years at one of the largest independently owned public affairs firms in Washington, DC. She led public relations and strategic communications campaigns that drove policy change at the federal level.

Earlier in her career, she also honed her communications and marketing skills through roles at a legal nonprofit and engineering consulting firm. She launched her career with an internship in the United States Senate, an experience that sparked her lasting commitment to public service.

At JPW, Meagan brings a strategic lens to her work, supporting clients in their efforts to communicate effectively with their communities.

EDUCATION

University of Missouri, Columbia
Bachelor of Arts in Journalism
Emphasis in Strategic Communications
Magna Cum Laude

Project experience

BRANDING

County of Merced, North Valley
THRIVE

ECONOMIC DEVELOPMENT

City of Carlsbad, City of Encinitas,
County of Merced, North Valley
THRIVE

MARKETING CAMPAIGNS

City of Carlsbad, County of Merced,
Port of Redwood City, Santa Ana
Watershed Project Authority

**PUBLIC PARTICIPATION/
COMMUNITY OUTREACH**

City of San Luis Obispo, West Valley
Water District

MOLLY SCHELLENGER
ART DIRECTOR



“Here to make ideas behave beautifully.

Molly is an art director working in brand, campaign and environmental design. She is passionate about projects that craft stories around identity and engage communities in creative ways.

Prior to joining JPW Communications, Molly worked as a graphic designer for the City of San Marcos elevating their brand and creating collateral for a variety of print, digital and online projects. She also designed for a variety of private and public sector clients including 826 Valencia, UC Davis, and the cities of Long Beach, Agoura Hills and Eastvale.

Molly brings a keen sense for creating impactful designs that capture the audience's attention and promotes positive change

EDUCATION

University of California, Davis
Bachelor of Arts in Visual Communication & Design
Minor in Professional Writing

Project experience

BRANDING

Calleguas Municipal Water District, City of Escondido, City of Glendora, City of Lake Forest, Port of Redwood City

CREATIVE

Calleguas Municipal Water District, City of Encinitas, City of Escondido, City of Glendora, City of Lake Forest, City of Laguna Niguel, City of Long Beach, City of San Marcos, City of San Luis Obispo, San Marcos Unified School District, North County Transit District, Port of Redwood City, Port of San Diego, Western Water

MEDIA

City of Carlsbad, City of San Marcos, City of San Luis Obispo, City of Tustin, Innovate78, Moulton Niguel Water District, Port of Redwood City, Santa Ana Watershed Project Authority

KIT CALDWELL
MULTIMEDIA DESIGNER
PHOTOGRAPHER/VIDEOGRAPHER



“She blends design, video and photography to be a creative force on any project.

Kit is a multimedia designer with a versatile background in video production, graphic design, web development and photography. She is self-motivated and driven, striving to push design boundaries for the public sector. She finds joy in transforming complex ideas into visuals that inform and inspire communities.

At JPW Communications, Kit draws on her experience as a videographer at BAM The Agency and an omni-channel digital designer at Veda Data Solutions (now H1) to craft cohesive, story-driven multimedia designs.

Kit's ability to create complementary designs for all types of media allows her clients' messages to really shine.

EDUCATION

Ball State University
Bachelor of Arts in Video and Audio Production

Project experience

BRANDING

County of Merced

CREATIVE

City of Encinitas, City of Fountain Valley, City of San Diego, City of San Marcos, City of Tustin, County of Merced, North County Transit District, North Valley THRIVE, Rancho California Water District, Santa Ana Valley Project Authority, San Diego County Water Authority, Sweetwater Authority, West Valley Water District

MEDIA

City of Fountain Valley, City of San Marcos, City of San Diego, County of Merced, North County Transit District, Santa Ana Watershed Project Authority, Sweetwater Authority

NATALIA SPEEDON
SPECIALIST



“A life is not important except in the impact it has on others.

Natalia is a rising star in the field of marketing and public relations with experience in the non-profit and private sectors. She is passionate about projects that connect communities in creative, engaging and inspiring ways.

Prior to joining JPW Communications, Natalia worked as a volunteer coordinator and brand ambassador for MainStreet Oceanside, an organization dedicated to the vision of making MainStreet Oceanside a pedestrian-friendly community with unique and exciting attractions, including daytime and evening activities for residents and visitors.

Natalia is always eager to make an impact in the lives of individuals, and her work represents her ability to inspire residents to become members of their community and adopt the culture of the place where they live.

EDUCATION

Saint Mary's College
Bachelor of Arts in Communications Studies
Minor in Sociology

Project experience

BRANDING

City of Chino, City of Glendora and Jurupa Community Services District

ECONOMIC DEVELOPMENT

City of Long Beach, City of San Marcos, Innovate78, North Valley THRIVE

MARKETING CAMPAIGNS

Calleguas Municipal Water District, Innovate78, Port of Redwood City, San Marcos Unified School District, Santa Ana Watershed Project Authority, Western Water

**PUBLIC PARTICIPATION/
COMMUNITY OUTREACH**

City of Encinitas, City of Escondido, City of San Diego (Public Utilities Department), City of San Luis Obispo, City of San Marcos, Port of San Diego

STRATEGIC COMMUNICATIONS

City of Chula Vista, City of Encinitas, City of Glendora, City of Long Beach, City of San Diego, City of San Marcos, North Valley THRIVE

LAUREN BOYER
COORDINATOR



“We tell ourselves stories
in order to live.

Lauren has an affinity for storytelling and Engaging audiences in a meaningful way. She’s naturally curious, loves learning new things, and is an effective communicator.

Prior to her time at JPW, Lauren worked for iHeart San Diego as a promotions assistant for their affiliated radio stations. In this role, she helped plan and execute events for the stations and their sales clients. She also strengthened her storytelling skills through her research and production of “goodness” community impact stories for KOGO News.

JPW clients get the benefit of both her writing and project management skills, and she has yet to meet a deadline or task that cannot be wrangled well.

EDUCATION

California Polytechnic State University
San Luis Obispo
Bachelor of Science in Journalism
Minor in Science and Risk Communication

Project experience

BRANDING

Jurupa Community Services District

ECONOMIC DEVELOPMENT

City of Long Beach, City of Palmdale

**PUBLIC PARTICIPATION/COMMUNITY
OUTREACH**

City of San Luis Obispo, City of Tustin,
Port of San Diego

References

CITY OF ENCINITAS

Jennifer Campbell | City Manager | jcampbell@encinitasca.gov | 760-633-2612

Client since 2018

Services provided: economic development campaign, community outreach, public participation, strategic communications plan, ongoing communications support

CITY OF GLENDORA

Adam Raymond | City Manager | araymond@cityofglendora.gov | 626-914-8201

Client since 2023

Services provided: communications audit, department communications plan, citywide brand and ongoing communications support

CITY OF SAN MARCOS

Michelle Bender | City Manager | mbender@san-marcos.net | 760-744-1050

Client since 2016

Services provided: community engagement, public participation, strategic communications plan, community rebrand and launch, ongoing communications support (serve as city PIO)

CITY OF TUSTIN

Nicole Bernard | Assistant City Manager | nbernard@tustinca.org | 714-573-3010

Client since 2019

Services provided: community engagement, public participation planning and implementation, media relations, strategic communications plan, community rebrand and launch

COUNTY OF MERCED

Erick Serrato | Director of Workforce Investment | Erick.Serrato@countyofmerced.com | 209-724-2000

Client since 2024

Services provided: strategic communications plan, workforce development board branding, ongoing communications support

Related experience

Related experience and references

Cities today face increasing expectations for clear, consistent and accessible communication. Residents want timely information, opportunities to engage and messaging that reflects their diverse needs.

For public agencies balancing many priorities, maintaining that level of clarity across departments can be challenging.

Our work with cities and counties across California shows that effective communication systems require intentional strategy, shared processes and tools that make it easier for staff and leadership to speak with one unified voice. When those elements are in place, communication strengthens trust and supports more meaningful participation.

The agencies listed here represent organizations we have successfully supported in connecting more effectively with the communities they serve.

CITY OF ENCINITAS

Jennifer Campbell, City Manager
jcampbell@encinitasca.gov | 760-633-2612

CITY OF GLENDORA

Adam Raymond, City Manager
araymond@cityofglendora.gov | 626-914-8201

CITY OF TUSTIN

Nicole Bernard, Assistant City Manager
nbernard@tustinca.org | 714-573-3010

CITY OF SAN MARCOS

Michelle Bender, City Manager
mbender@san-marcos.net | 760-744-1050

COUNTY OF MERCED

Erick Serrato, Director of Workforce Investment
Erick.Serrato@countyofmerced.com | 209-724-2000



Our work in the region

JPW works with clients across California, including the North San Joaquin Valley. We are currently helping the counties of Merced, San Joaquin and Stanislaus develop strategic messaging, engage their communities and advance a comprehensive tricity vision for the region's economic development future. Separately, we developed a comprehensive marketing and media strategy for the County of Merced's Workforce Development Board that complements a new brand we developed.

Our experience developing strategic communication and outreach strategies for agencies from the City of San Marcos to the County of San Diego, married with our regional know-how, means that we can activate work on your project without ramp-up or delay.

While just a partial list, these logos showcase the breadth of clients who trust us to complete scopes of work just like yours. We'll now share a few case studies to underscore this point that span plan development for counties, cities, departments, specific plans and CIP projects.



CASE STUDY

City of San Marcos

THE OPPORTUNITY

San Marcos was rapidly growing and needed to unify its messaging, outreach and branding. With inconsistent visuals and communications, the City sought a comprehensive plan to reflect its identity, support economic development, and guide everything from public engagement and recruitments to wayfinding signage.

THE APPROACH

JPW developed a strategic communications plan that brought all City messaging and branding under one cohesive vision. Through research, stakeholder engagement and creative development, JPW launched the “Discover Life’s Possibilities” brand, rolled out new wayfinding signage, and later led campaigns such as “Re:Discover San Marcos” to spotlight local businesses.

THE REWARD

As the City’s ongoing PIO, JPW continues to manage communications, media relations and campaign strategy, ensuring the plan informs every aspect of City outreach. San Marcos now enjoys a unified, award-winning brand and proactive communications that have increased engagement, strengthened economic development, and built lasting community pride. The strategic plan remains the foundation for it all.

SAN MARCOS

DISCOVER LIFE'S POSSIBILITIES



NORTH COUNTY'S EDUCATION HUB

education hub and serving the most higher education students along the...
...plays a major role in supplying the region with a workforce that is...
...the changing talent needs of businesses.



9.3% 1.5%

CASE STUDY

City of Tustin

THE OPPORTUNITY

The City of Tustin is reimagining Tustin Legacy, a 1,500-acre redevelopment on the former Marine Corps Air Station. With more than 500 acres still to be developed, the City needed to reconnect with the community and ensure the project reflects current values and priorities. Given the site's history and scale, Tustin needed a transparent, trust-building approach to engage residents around the future of this landmark area and its iconic Navy hangars.

THE APPROACH

JPW Communications designed an inclusive outreach strategy rooted in listening and collaboration. Efforts included a community workshop with 150 participants, three pop-up events, 20+ stakeholder interviews, an online survey with 266 responses, and a dedicated phone and email line generating 49 inquiries (94% positive or neutral). Aided by the IAP2 Spectrum, JPW guided discussions about the hangars' future to align decisions with community input.

THE APPROACH

More than 324 community touchpoints demonstrate strong public interest and renewed optimism for Tustin Legacy. Residents show up, share ideas and help shape a collective vision for the site's future. City leaders now have a clear engagement framework, a record of public participation, and growing trust from the community. Upcoming activities, including hangar tours, a citywide survey and open house, will continue momentum.



CASE STUDY

County of San Diego

THE OPPORTUNITY

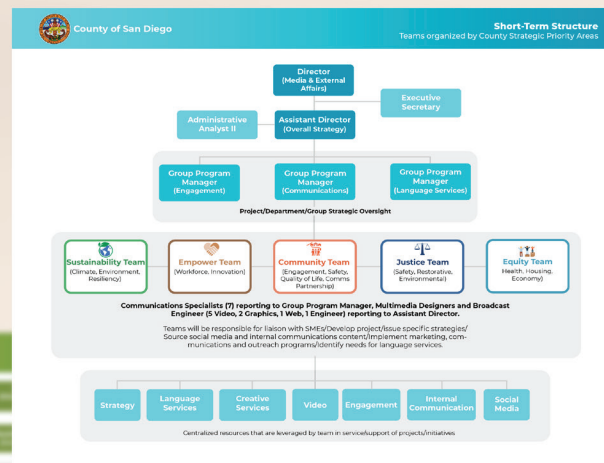
The County of San Diego Communications Office (CCO) sought a strategic approach to improve community engagement amid leadership changes, evolving public expectations and heightened concerns about misinformation and distrust. Staff were often unaware of available services, and communications were fragmented due to inconsistent processes and a lack of shared guidelines. JPW was engaged to lead research and planning to align internal priorities and streamline processes.

THE APPROACH

JPW reviewed best practices, audited materials and roles, and conducted leadership interviews, discovery sessions and an all-hands retreat. Findings informed a long-term strategy with six key recommendations and an action plan. Immediate steps included reorganizing the CCO team into “pods,” conducting trainings to launch the new strategy, and developing a countywide communications and engagement policy with key stakeholder engagement.

THE REWARD

The research and strategy was well-received by CCO leadership and team. The pod structure was embraced by the team and created stronger alignment with the County's objectives. Full implementation of the long-term strategy is on-going after temporarily delays, due to several high-profile media issues related to a supervisor's sudden resignation, subsequent special election, and the selection of the chief administrative officer.



Strategic Recommendations for County Communications Office (CCO)
Prepared by JPW Communications

CASE STUDY

County of Merced

THE OPPORTUNITY

Merced County Workforce Development Board (MCWDB) plays a pivotal role in connecting job seekers, employers and community partners across Merced County. Recognizing the need to modernize its communications, unify its brand, and increase engagement with both businesses and job seekers, JPW developed a comprehensive strategic communications and branding initiative.

THE APPROACH

JPW conducted in-depth research, including focus groups, community-wide survey and stakeholder interviews, to understand the needs and perceptions of the community. JPW's research revealed the need to unify its brand, improve communications, and boost engagement with both job seekers and employers.

THE RESULTS

We developed a strategic communications plan with clear messaging, proactive media outreach, and detailed content calendar. We also crafted a tiered media plan, ensuring maximum reach within different budget scenarios. To address brand consistency, we unified all communications under a new brand name, "Prospero," with implementation support and roll out plan to facilitate staff adoption.



CASE STUDY

City of Encinitas

THE OPPORTUNITY

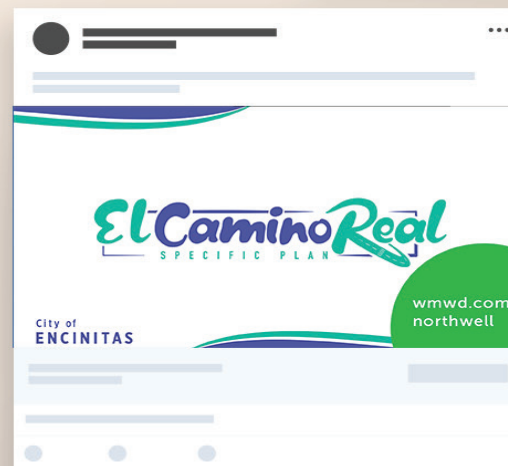
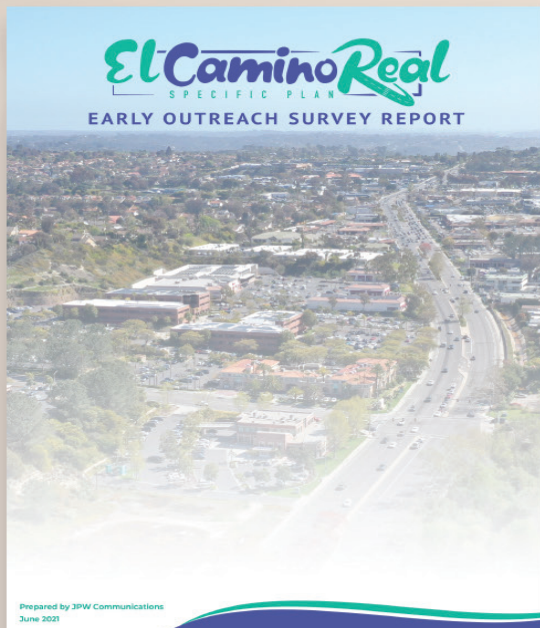
Encinitas needed to reimagine its El Camino Real Corridor, the City's most vibrant commercial corridor and a major thoroughfare. The vision was to transform El Camino Real into a more connected, walkable area, supporting a mix of uses including retail, office and neighborhood-friendly housing in the right locations.

THE APPROACH

JPW developed a community-focused participation strategy after reviewing internal decisions and defining the public's role. Messaging and outreach materials focused on the "why" behind the project and how residents could participate. JPW launched public-facing tools, including videos, survey and stakeholder engagement to gather meaningful input and build early momentum for the project.

THE RESULTS

JPW created a clear project identity, key messages, outreach materials, and two videos to introduce the Specific Plan and invite participation. The team also launched a community survey, coordinated stakeholder outreach and supported public-facing communications. The effort generated strong engagement, nearly 500 people joined the interest list, almost 700 completed the survey, giving the City a solid foundation of community input to guide the corridor's future.



Scope of services

Situational analysis

The City of Riverbank is experiencing significant growth and demographic change, with a diverse, multilingual population and a strong desire for equitable, inclusive and representative communication. The City's current communications and engagement practices are at a critical point: there is a need to unify messaging across departments, bridge the digital divide, and ensure all residents and stakeholders have meaningful opportunities to participate in civic life. This planning exercise is designed to assess current gaps, leverage Riverbank's unique strengths and chart a path forward that is rooted in local insight and best practices.

Fingerprint Framework

At JPW Communications, we know every community is unique. That's why we use our Fingerprint Framework, a signature, research-driven process that blends the best of the International Association for Public Participation (IAP2) and the Public Relations Society of America's (PRSA) gold-standard approaches. This combination ensures a proven, repeatable process that delivers authentic, actionable and lasting results for every client.

We are confident that this approach will allow us to utilize the engagement strategy development to inform well-rounded, customized recommendations for all other items in your scope of work, providing Riverbank with an efficient, cohesive outreach and marketing program.



Task 1: Gathering input

Our work begins with understanding what makes Riverbank unique—its people, priorities and communication realities. This phase is designed to uncover the insights your team needs to build a plan that is not only strategic, but truly useful in daily practice.

We start with a collaborative kickoff meeting to define success, clarify priorities and align on deliverables. From there, we conduct a comprehensive audit of all City communications (digital, print, broadcast and internal) to identify strengths, gaps and opportunities that directly inform the plan.

Through a discovery session and SWOT analysis with Riverbank's leadership, we surface key issues, trends and perspectives that will shape the strategy. One-on-one interviews with City Council, department directors, communications liaisons and community champions provide deeper insight into how information flows today and where engagement can improve. Combined with targeted stakeholder surveys, this ensures we gather input from voices across the community.

A core value of our process is inclusive and multicultural outreach. Riverbank's multilingual needs and diverse audiences require communication that is culturally responsive, translated where appropriate and grounded in community partnerships. Led by Susanne Bankhead, one of only three Certified Public Participation Professionals (CP3) in California, our approach brings unmatched expertise in equitable engagement.

By the end of this phase, Riverbank will have a clear, research-driven picture of its communication environment, one that becomes the foundation for a plan built on accuracy, alignment and local insight.

ACTION ITEMS AND DELIVERABLES:

- Kick-off meeting with City project team to align on goals, deliverables and schedule
- In-person discovery session and SWOT analysis with leadership team
- One-on-one interviews with City Council, department leaders, communications liaisons and community champions
- Comprehensive audit of existing materials, policies and practices
- Review staff capacity, systems and crisis communications resources
- Development and distribution of internal and external stakeholder surveys (with multilingual options)
- Multicultural outreach activities including translated materials, culturally relevant engagement and partnerships with community organizations
- Identification and mapping of key audiences and stakeholder groups
- Summary report of communication gaps, opportunities and insights
- **Milestone:** Findings presented to the City project team for feedback and alignment



Task 2: Plan development

Our plan development process is designed to deliver a communications and engagement framework that is clear, actionable and sustainable for Riverbank. Every recommendation is directly tied to the insights gathered in Task 1 to ensure the plan reflects the realities of how your organization communicates today.

We develop a holistic strategy that aligns messaging, tactics and engagement efforts across all channels. This ensures the public receives consistent, timely and accessible information, and that staff and City Council can share key messages with confidence. Recommendations will include community outreach strategies, media relations tools, digital approaches, and guidance for crisis and emergency communication.

A core component of this plan is strengthening internal alignment. We will build an internal communications framework that clarifies roles and responsibilities, supports staff and Council as ambassadors and helps departments coordinate messaging effectively. Special attention will be given to multilingual communication to ensure all residents have access to the information they need.

To support implementation, we will create the structures and tools Riverbank needs to operationalize the plan. This includes a public information organizational chart, a responsibility matrix and a priority implementation roadmap that outlines key tasks, timelines, staff ownership and available tools. The result is

a strategic, future-ready plan that equips Riverbank to communicate with greater clarity, consistency and impact.

ACTION ITEMS AND DELIVERABLES:

- Comprehensive external communications plan that outlines goals, objectives, strategies and tactics, including multicultural considerations, glossary and systems for measurement/refinement
- Define target audiences and personas, or archetypes, to tailor messaging to motivators, preferences and traits
- Creation of media relations plan and internal communications plan to support staff/Council as ambassadors
- Draft messaging matrix aligned to define audiences and communications channels with guidance on inclusive language
- Strategies for social media response and engagement best practices
- Updated roles and responsibilities flowchart and public information organizational chart
- Drafting of sample templates, social media policy and crisis communications plan
- Development of a comprehensive activation plan outlining year-over-year actions with priority implementation matrix and rollout activities
- **Milestone:** Completion of draft Community Engagement Strategy and Communications Plan, presented to the City project team for review and feedback



Task 3: Training

In this phase, we bring the plan to life. Our training will give Riverbank staff and City Council the confidence, clarity and tools needed to communicate effectively from day one of implementation.

We begin with hands-on sessions that introduce the new messaging framework, templates and outreach tools. These sessions build shared ownership of the plan and ensure every participant understands how to apply the strategy in real scenarios. Staff will leave with the practical skills needed to strengthen daily communication, improve transparency and engage the community with consistency.

As an extension of the activation work from Task 2, every component of the training is tailored to your needs. We work closely with City leadership to prioritize actions, assign roles and ensure trainings align with your organizational structure. Our goal is to make this phase motivating, relevant and immediately useful.

Because JPW offers full-service design and video capabilities, we will also provide on-camera media training to help staff and Council speak confidently in high-visibility moments, including media inquiries and community presentations. All scheduling will comply with Brown Act requirements.

Should Riverbank wish to extend support beyond this scope, JPW is prepared to provide implementation assistance as a next phase.

ACTION ITEMS AND DELIVERABLES:

- In-person trainings for staff and council to improve adoption and use of messaging, templates and resources
- In-person on-camera media training to build staff confidence handling media inquiries
- **Milestone:** Delivery of a training course to accompany roll out of adopted plan



Task 4: Deliverables + Plan Evaluation Estimate

Our final deliverables will equip Riverbank with a complete, ready-to-use communications and engagement system. Each component of the plan will be documented clearly with all messaging tools, strategies, templates and protocols organized so staff can easily reference and apply them.

Measurement is essential to ensuring the plan continues to evolve with the community. We will embed key performance indicators (KPIs) and evaluation tools throughout the document so that the City can track progress, adjust strategies and celebrate success over time. After the plan is adopted by Council, we recommend developing the cost estimate for evaluation support (Task 2, Item 10) to ensure long-term monitoring and refinement.

Task 4 also includes all noted reports and presentations, including an executive summary and Council-facing materials that communicate the plan's purpose, priorities and intended impact with clarity.

Together, these deliverables give Riverbank a strategic, measurable and future-ready foundation for communication and engagement—one that grows with your organization and your community.

ACTION ITEMS AND DELIVERABLES:

- Preparation of an executive summary report to summarize all work from all tasks
- Presentation materials for the final plan evaluation workshops
- Finalization of key performance indicators (KPIs) for all communications and engagement activities
- Creation of evaluation plan and estimate
- Milestone: Delivery of final presentation to council, templates and tracking recommendations



Project schedule

Project schedule

The following schedule outlines a proposed timeline of work activities. Actual timeline will be subject to meeting availability and scheduling. Our project approach is flexible and designed to respond to client needs, milestones and sense of urgency.



TASK 1: GATHERING INPUT	ESTIMATED TIMELINE
Host 60-minute kick-off meeting with project team (virtual) Host 2-hour discovery/SWOT analysis with leadership team (in-person) Conduct audit of materials, policies and practices Review staff capacity and systems Host virtual 30-minute 1:1 interviews with Council, department heads, community liaisons and community champions (assumes up to 12) Develop and distribute stakeholder surveys (internal and external) Identify and map external stakeholders Summary report of communication gaps, opportunities and insights Milestone: Findings presented to the City project team	Week 1 Week 2 or 3 (depending on scheduling) Weeks 1-2 Weeks 2-5 Weeks 3-6 Weeks 6-7 Weeks 7-8 Week 8
TASK 2: PLAN DEVELOPMENT	
Develop comprehensive plan that outlines goals, objectives, strategies and tactics, including multicultural considerations, glossary and systems for refinement Create media plan Create internal communications plan Draft messaging matrix Provide guidance on inclusive language Develop strategies for social media and engagement best practices Update roles and responsibilities flowchart Create sample templates, social media policy and crisis communications plan Develop activation plan with year-over-year actions and priority matrix Milestone: Completion of draft Community Engagement Strategy and Communications Plan <i>* Cost estimate for plan evaluation included in Task 4</i>	Weeks 9-12 Weeks 9-12 Weeks 10-12 Weeks 10-12 Weeks 10-12 Weeks 10-12 Weeks 12-13 Weeks 12-13 Weeks 12-15

Project schedule (cont.)



TASK 3: TRAINING		ESTIMATED TIMELINE
In-person trainings for staff and council to improve adoption and use of messaging, templates and resources, including on-camera media training to build staff confidence handling media inquiries		Week 16
Milestone: Delivery of a training course to accompany roll out of adopted plan		
TASK 4: DELIVERABLES + PLAN EVALUATION ESTIMATE		
Prepare executive summary report to summarize all work from all tasks		Weeks 16-18
Design presentation materials for the final plan evaluation workshops		Weeks 16-18
Finalize key performance indicators (KPIs) for all communications and engagement activities		Weeks 16-18
Creation of plan evaluation estimate		Weeks 16-18
Present final plan to Council		Week 18
Milestone: Delivery of final presentation to council, templates and tracking recommendations		

Cost proposal

Cost estimate

The following budget is an informed estimate based on JPW's experience delivering similar scopes of work and our understanding of Riverbank's needs. We offer it as a starting point and are fully flexible in refining the approach, level of effort and costs based on your priorities and feedback.



TASK 1: GATHERING INPUT	ESTIMATED HOURS/ CLASSIFICATION	ESTIMATED COST
• Host 60-minute kick-off meeting with project team (virtual) • Host 2-hour discovery/SWOT analysis with leadership team (in-person) • Conduct audit of materials, policies and practices • Review staff capacity and systems • Host virtual 30-minute 1:1 interviews with councilmembers, department heads, community liaisons and community champions (assumes up to 12) • Develop and distribute stakeholder surveys (internal and external) • Identify and map external stakeholders • Summary report of communication gaps, opportunities and insights	President: 37 hours Senior vice president: 21 hours Senior manager: 54 hours Art director: 6 hours Specialist: 33 hours Coordinator: 39 hours	\$41,765 (includes travel)
TASK 2: PLAN DEVELOPMENT	ESTIMATED HOURS/ CLASSIFICATION	ESTIMATED COST
• Develop comprehensive plan that outlines goals, objectives, strategies and tactics, including multicultural considerations, glossary and systems for refinement • Create media plan • Create internal communications plan • Draft messaging matrix • Provide guidance on inclusive language • Develop strategies for social media and engagement best practices • Update roles and responsibilities flowchart • Create sample templates, social media policy, crisis communications plan • Develop activation plan with year-over-year actions and priority matrix	President: 31 hours Senior vice president: 31 hours Senior manager: 56 hours Art director: 26 hours Specialist: 40 hours Coordinator: 40 hours	\$41,195

Cost estimate



TASK 3: TRAINING	ESTIMATED HOURS/ CLASSIFICATION	ESTIMATED COST
In-person trainings for staff and council to improve adoption and use of messaging, templates and resources, including on-camera media training to build staff confidence handling media inquiries	President: 24 hours Senior manager: 26 hours Art director: 18 hours Multimedia designer/ videographer: 18 hours Specialist: 12 hours Coordinator: 12 hours	\$24,680 (includes travel)
TASK 4: DELIVERABLES + PLAN EVALUATION ESTIMATE	ESTIMATED HOURS/ CLASSIFICATION	ESTIMATED COST
- Preparation of an executive summary report to summarize all work from all tasks - Presentation materials for the final plan evaluation workshops - Refinement of key performance indicators (KPIs) for all communications and engagement activities - Development of a cost estimate for periodic plan evaluation and optional evaluation workshops - Present final plan to council	President: 8 hours Senior manager: 18 hours Art director: 12 hours	\$8,180
SUBTOTAL	562 total hours	\$115,820

Cost estimate (optional services)

To complement Riverbank's scope of work, JPW also recommends the following optional services to collect comprehensive survey responses. JPW is also able to offer multilingual translation support services if needed.



OPTIONAL SERVICES	ESTIMATED HOURS/ CLASSIFICATION	ESTIMATED COST
• Survey response support services in collaboration with Centiment, JPW's trusted survey partner	n/a	\$4,000
• Translation support services		\$4,000

2026 Rate sheet

MARKETING, COMMUNICATION, ADMINISTRATIVE SERVICES

POSITION	RATE/HOUR
President	\$310
Senior Vice President	\$285
Vice President	\$260
Senior Director	\$225
Director	\$210
Senior Manager	\$190
Manager	\$175
Senior Specialist	\$160
Specialist	\$140
Coordinator	\$110
Administrative Assistant	\$105

CREATIVE SERVICES

POSITION	RATE/HOUR
Creative Director	\$210
Art Director	\$190
Senior Multimedia Designer	\$175
Multimedia Designer	\$160
Photographer/Videographer	\$160
Production Artist	\$105



Our rates

As a small business, JPW Communications provides fully burdened billing rates for each staff classification. These rates are inclusive of all direct labor, indirect costs, general and administrative expenses, and other overhead, in accordance with industry best practices for professional services firms. This approach allows us to maintain the privacy of individual employee salaries and compensation, which are considered confidential and proprietary information.

Approach for preparing estimates

JPW bills on a time and materials basis in 15-minute increments in accordance with its annual rate sheet, unless otherwise agreed to during contracting.

Rate adjustments

JPW adjusts its rates each year at the lesser of CPI or 5 percent. Notices regarding rates adjustments are sent preceding the adjustment.

Direct costs

Client agrees to reimburse JPW monthly for extraordinary out-of-pocket costs. All travel costs will be billed at net. A customary 20% markup will be added to all other goods and services that are procured on behalf of the client.

Thank you!



City of Riverbank

Request for Proposal (RFP)

for

Community Engagement Strategy

and

Communications Plan

All Proposals must be submitted to:

City of Riverbank
Attention: Marisela H. Garcia, City Manager
6707 Third Street, Suite A
Riverbank, CA 95367

Deadline for Proposal Submittal:

Thursday, December 11, 2025

5:00 p.m. PST

I. INTRODUCTION

The City of Riverbank is seeking the services of a qualified professional or firm to assist in the creation of a Community Engagement Strategy and Communications Plan (Plan). The Plan is envisioned as a comprehensive document to guide communications and engagement for the City of Riverbank. The Plan shall focus on the successful, consistent, effective, and collaborative approach to engaging City Council, City employees, residents, visitors, and stakeholders. This includes clearly defining the messages, priorities, strategies, and tools the City will deploy.

The Plan aligns with the strategic priorities of the Riverbank City Council, particularly Goal 2, Improve Public Communication. As such, the goal of the Plan is two-fold, one is to improve community and stakeholder engagement with a set of tools and priorities to offer access to information and amplify meaningful participation in and a broad understanding of City services, initiatives and resources, and second is to create guidance and establish best practices for the City Council and City Staff on external communication with our community.

As part of this Plan, a set of measurable communications and engagement outcomes will be put in place to refine the focus of City communications. As this document is both responsive and proactive, the Plan will lay out a framework for City staff and stakeholders to regularly review and adapt to the evolving needs of the City with a pulse on shifting trends in the world of civic engagement and communication.

II. CITY OVERVIEW

The City of Riverbank is located in the Central San Joaquin Valley along the Stanislaus River. The City's crown jewel is Jacob Myers Park which offers its citizens an unsurpassed quality of life. Residents enjoy the many recreational activities provided by the river, quality parks, and mild climate. Riverbank is a general-law city with a Council-Manager form of Government. The City Council is comprised of a Mayor elected at large, and four council members each representing one of the four districts within the city. The City Council, the City Manager, and our operating departments are focused on the City's mission to provide high quality, professional services and a safe family-oriented community for our diverse residents to thrive.

Incorporated in 1922, the City serves a population of over 25,000. City departments and services include, Administration (including the City Manager's Office, City Clerk, Human Resources and Information Technology), Community Development (which includes Planning, Building, and Neighborhood Improvement), Development Services (who oversees regulatory compliance, and capital projects), Finance, Public Works (including streets, sewer collection, water, and wastewater), and Parks & Recreation. Law enforcement services are provided via a contract with the Stanislaus County Sheriff's Department and Fire services are provided through the Stanislaus Consolidated Fire Protection District.

The City is experiencing significant growth with new housing and commercial developments with the most recent commercial development including Costco, Tractor Supply, amongst other major U.S. retailers.

III. SCOPE OF WORK

The City anticipates a project scope that includes key elements as outlined below; however, consultants should develop a proposal they believe will most effectively meet the City's objectives of assessing current communications gaps and developing a strategy for improved engagement to achieve the City Council's goals to create a:

“community engagement strategy to enhance public dialogue and trust between the organization and the community and develop a comprehensive communications plan that includes a multi-lingual component.”

The selected Consultant is encouraged to include recommendations of additional services they believe would be beneficial to the City above and beyond the tasks represented herein. Each recommendation shall include a full scope of work, timeline, key deliverables, and cost for implementation.

➤ Task 1: Input Gathering

Consultant will review the City of Riverbank's existing communications materials (print, online, and broadcast), market research, media coverage, internal communications, and other feedback to understand the community's perception

of the City and to identify strengths/opportunities and weaknesses/barriers to achieving strategic communications goals. Key elements of Plan creation should include, but are not limited to:

1. Kickoff meeting:

Meet with the City's project team (in-person and/or virtual) to discuss existing efforts, project goals and deliverables (i.e., what the City is currently doing), develop a work plan and schedules, milestones, budget, and other items. Work with the project team to identify current aspirations and define success.

2. Complete a City-wide communications audit and analysis:

Consultant will review and analyze the City's existing policies and practices, capabilities (staff capacity, and resources and management systems), incomplete crisis communications plan, as well as examine communications resources with an emphasis on understanding current priorities, limitations, and resource allocation given competing tasks and emerging issues.

3. Input Gathering:

- a. Conduct a series of one-on-one interviews (virtual and/or in-person) with City Council, Department Directors and Managers, communications liaisons, and community champions to identify the communications priorities and hurdles for each department.
- b. Develop and disseminate (with assistance from City staff if applicable), internal and external stakeholder surveys to gain insight into the City's key audiences, reception to and digestion of various forms of information, and engagement capacity, and desire.
- c. Identify key audiences through audit and analysis and develop a strategic stakeholder map and matrix.

4. Summary of Communication Gaps and Key Opportunities:

Provide a summary of what was learned in Tasks 1.1 and 1.2, including branding and communication gaps, and a summary of Task 1.3 interviews that will inform future communications and strategy.

➤ Task 2: Plan Development

Relying on qualitative and quantitative research, and input and interviews from Task 1, Consultant will work with the City project team to develop a comprehensive Community Engagement Strategy and Communications Plan with a clear vision for the future, key messages, and specific tasks to achieve goals designed to address where and how the City can best serve residents, businesses, visitors, and stakeholders to create an informed public; generate strategic possibilities to meet the goals stated in the previous sentence; identify barriers; identify helpful best practices and communications standards; and identify systems and resources needed to support the City's efforts.

Critical elements of the Plan should include, but are not limited to:

1. *Develop communication goals and objectives, strategies and tactics including a multi-lingual component.*

Based on Task 1, Consultant will create communication goals and objectives, strategies and tactics that incorporate a multi-lingual component, including variances for permanent, multilingual City staff and non-City staff support. Consultant will define target audiences and specific practices for enhanced communication efforts. Furthermore, Consultant will identify and define the successful outcome and result that will be achieved with Plan implementation.

2. *Internal Communications Plan*

Aid City staff and City Council in their role as ambassadors in the community; establish tools and materials to ensure effective internal communication; provide clear guidance on proper and consistent messaging and outreach when departments engage with the public; evaluate importance of internal communications from a resource standpoint; and assess ways to unify the workforce and tap into the resource stated in the previous clause.

3. *External audiences/messaging framework*

Improve visibility, transparency, knowledge, and engagement; develop a framework that identifies specific audience segments along with high-level

message themes, communications objectives, and communications channels for each group; particular attention should be paid to developing language that speaks to equity and inclusion.

Develop strategies for City Council and City Staff to assess when and how to appropriately respond to concerns raised on social media, balancing transparency, timeliness, and organizational values.

4. City Role and Responsibilities Flowchart

Consultant will define roles and responsibilities for City Council Members, Department Directors, future Public Information Officers, staff, and stakeholders, and will review and update a responsibility flowchart. As part of this section, Consultant shall develop a public information organizational chart including anticipated work product assigned to each position including future program elements and the required staff time, skill set and capacity to launch specific initiatives and strategies.

5. Communications Priority Implementation Chart

Consultant will create a communications priority implementation chart that defines key priorities and those responsible for completing major tasks for each recommendation, expectations among various staff members, communications tools and engagement strategies available for various types of communications.

6. External Communications Strategies

Consultant will identify tactics that reach target audiences; develop and prioritize comprehensive communications strategies to reach a broad and diverse audience; include specific recommendations for messaging across the following key areas:

- a. Electronic communications (web, social media, email, text)
- b. Media Relations (print, broadcast)
- c. Paid media (print, online, broadcast, outdoor, etc.)
- d. Public Engagement (community events, educational programs, grassroots outreach, etc.)

- e. Partner relations (working with school districts, regional affiliates, NGO's, CBO's, special districts, etc.)
- f. Identify opportunities for presentations/speaking engagements throughout the region and the state; conferences and community groups where the City can have a stronger presence.

7. Media Relations Plan

Consultant will draft a media relations plan that helps the City to be seen by the media as a go-to credible, reliable source on a variety of topic areas; create strategies for developing and managing relationships with local and regional media to further gain coverage and build understanding of the City's work in the community; provide insights on understanding optimal timing and number of media outreach activities annually as well as best methods and key themes; identify key City communications staff members as primary point of contact for media.

8. Draft and Finalize the Plan

Compile all elements into a draft Plan; following City of Riverbank review, make necessary changes and submit the final plan for approval; facilitate meetings/workshops with project team to discuss and finalize plan; work with project team to present Plan to the City Council and other applicable audiences.

In addition to the above, elements of a completed plan will include:

- a. Sample communications product templates (e.g. City newsletters, press releases, etc.)
- b. Social Media Policy
- c. Completed Strategic Crisis Communications Plan
- d. Glossary of terms and definitions
- e. System for ongoing measurement and evaluation

9. Implementation Plan

Draft an implementation plan with year-over-year components, templates that allow communications staff to identify annual goals, projected results,

and key evaluation criteria, and a timeline to achieve success in the implementation of the Plan. The implementation plan may also include a la carte actions and strategies that may be executed during any phase of the five-year plan.

For the year one implementation, create a matrix identifying priority action items that consider financial resources for the first year, outlining the type of work, objectives, timing, lead responsibility and cost/level of effort for each action.

10. Provide a cost estimate for Plan Evaluation.

As an optional task, the City may elect to bring the Consultant back to conduct periodic implementation evaluation workshop(s) with key stakeholders; develop priorities for the following period; and provide recommendations on new and evolved communications tools.

➤ **Task 3: Training**

The selected Consultant will host a training course for City Council and staff that will accompany the roll out of the adopted Plan. The training should be a comprehensive look into key roles and responsibilities for each attendee, how to utilize the Plan, priorities and best practices, template use, and measurement and evaluation.

As a secondary element to the training, a media relations exercise including an on-camera element will also be offered to attendees.

Training should be developed in a manner that prevents violation of the Brown Act and keeps City Council Members separate from city staff, if applicable or recommended.

➤ **Task 4: Deliverables**

The selected Consultant shall be responsible for providing all reports, documents, and supporting materials to the City for future use. In addition to the Community Engagement Strategy and Communications Plan, training element,

implementation plan, and plan evaluation workshop estimate, the final deliverable will include:

1. An executive summary not to exceed three (3) pages and appendices (which may be compiled in a separate document) that contains the complete work product from all tasks.
2. The Consultant shall be prepared to create a PowerPoint presentation and conduct presentation(s) to the City's executive management team, and/or City Council in support of the document's approval.

The City places priority on the timely performance of these services. Once the contract is awarded for this project, the City expects the project to begin within four (4) weeks of the contract award.

Further Considerations:

The Consultant should consider the following when creating the scope of work for this project and the final Plan:

1. There is not a preexisting Plan to reference.
2. The City's location in the Central San Joaquin Valley and multilingual population.
3. The City's interested and engaged residents and businesses.
4. The desire for equitable, inclusive, and representative communication and dialog on City issues.
5. The varying preferences of residents and businesses for different communication channels and issues of a digital divide.
6. The desire to provide multiple opportunities to residents and businesses to engage with City officials and staff, including through volunteerism.
7. The need for the City to have unified and consistent messaging and practices across City Council and city departments while allowing specific departments to continue their existing communication and engagement practices.
8. The communication and engagement practices that are legally required of a City.
9. The significant number of digital communication tools that are now available and their appropriateness for use by City staff.
10. The City's government cable channel, Channel 2, serves as a mode of communication by broadcasting public meetings and service announcements and serves as an original content creator.

11. The desire to which residents and businesses have opportunities to provide input to the development of the communications and engagement plan.

IV. CALENDAR OF EVENTS

The following RFP Calendar of Events represents the City of Riverbank's best estimate of the schedule that shall be followed. The City reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the RFP Calendar of Events shall be provided to all Proposers in the form of an addendum.

Event	Date
Issue Date of RFP	October 27, 2025
Deadline for Proposer Questions	November 14, 2025
Submittal Deadline	December 11, 2025
Review Period of Proposals & Interviews	Week of December 15
Consultant Contract Award	January 13, 2025

V. CONTACTS

Any questions regarding this RFP should be directed via e-mail to the RFP Coordinator below:

Marisela H. Garcia, City Manager
mhgarcia@riverbank.org

VI. RFP AMENDMENT AND CANCELLATION

The City reserves the unilateral right to amend this RFP in writing at any time. The City also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued, notification shall be posted on the City's website www.riverbank.org.

VII. EVALUATION CRITERIA

The City will evaluate the proposals in several critical areas listed below:

Scoring Criteria	Possible Points
Proposal Submission ☐ Quality of the Proposal ☐ Conformance with RFP Guidelines ☐ Alignment with the Areas of Focus	15
Qualifications ☐ Expertise in the fields necessary to execute the proposal ☐ Recent relevant experience of team members ☐ Professional qualifications and education of team members capacity (list # of projects in progress) and impacts on this project ☐ Verifiable record of past successes ☐ References	35
Project and Implementation Plan ☐ Methodology for data collection, analysis, and reporting ☐ Approach for demands from diverse stakeholders ☐ Project Management Plan (work breakdown structure, phases, tasks, timeline)	30
Pricing ☐ Please provide your best proposal. Any Proposals missing the pricing section will be disqualified.	20
Total Points for Written Proposal	100

The City shall make an award recommendation to the respondent whose proposal represents the best overall value solely determined by the City. The City's determination shall not be subject to appeal.

VIII. RFP PROCESS AND SUBMISSION REQUIREMENTS

All proposal materials must be placed in a sealed package (envelope, box, etc.) clearly marked with the proposal name and the firm's name. It is the responsibility of the firm to ensure that proposals are received by the City by the due date and

time stated on the cover of this RFP. The firm is responsible for delivery of their proposal by the deadline notwithstanding any claims of error or failure to perform by a mail, courier or package delivery service. No proposals or proposal modifications may be submitted orally, electronically, or via telephone, facsimile or electronic mail (email).

Five (5) original and one (1) digital copy in PDF format of the proposal are required and must be submitted and received no later than **5:00 PM (PST) on Thursday, December 11, 2025** to the address below. The original must be clearly marked and contain original signatures. Proposals will not be accepted after this deadline.

Faxed or e-mailed proposals will not be accepted.

**City of Riverbank
Attn: Marisela H. Garcia, City Manager
6707 Third Street, Suite A
Riverbank, CA 95367**

IX. PROPOSAL REQUIREMENTS

Proposals should include:

1. Cover Letter

The cover letter will include the company name, address, and telephone number of the authorized person to be used as the contact. The letter will indicate whether the proposer is an individual, partnership, or corporation. It must be signed by the individual, partner, or an officer or agent authorized to bind the firm. A corporation submitting a proposal may be required to furnish a certificate as to its corporate existence and satisfactory evidence as to the officers authorized to execute the contract on behalf of the corporation.

If selected, the firm shall be requested to be properly licensed to do business in the City of Riverbank and the State of California.

2. Company Qualifications

- a. A brief description of the organization (limited to one page)
- b. Experience and qualifications of staff

- c. List the staff assigned to the project, title, responsibilities as it would relate to this engagement.
 - d. Include resumes of each staff assigned.
 - e. A list of five (5) references. Please include names, positions, and telephone numbers for the individuals identified in the qualifications.
3. *Related Experience and References*
- a. Provide a brief summary of your experience developing community engagement strategies, communications plans, offering training in media relations, and presenting to legislative bodies.
 - b. Provide a list of at least five professional references and their contact information.
4. *Scope of Services*
- a. Describe how your firm proposes to meet the Scope of Work and any additional services.
 - b. An outline of action items and deliverables for each element listed in the Scope of Work.
5. *Project Schedule*
- a. Provide a timeline that shows the planned starting time and duration of each task in your scope of work.
6. *Cost Proposal*
- a. The Cost Estimate must include a breakdown of:
 - i. Person-hours per classification for each task/sub-task
 - ii. Billing rates per classification for each task/sub-task
 - iii. Direct labor costs
 - iv. Indirect costs
 - v. General and administrative costs
 - vi. Other direct costs such as equipment and materials
 - vii. Subcontractor costs

X. GENERAL TERMS AND CONDITIONS

1. Collusion

By submitting a response to the RFP, each Proposer represents and warrants that its response is genuine and not made in the interest of, or on behalf of,

any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham response or any other person to refrain from submitting a response; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a response.

2. *Gratuities*

No person will offer, give, or agree to give, any City employee or its representatives any gratuity, discount, or offer of employment in connection with the award of contract by the City.

3. *Required Review and Waiver of Protests*

Proposers should carefully review this RFP and all attachments, including but not limited to the Consultant Services Agreement, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning RFP objections must be made in writing and received by the City no later than the "Deadline for Proposer Questions" detailed in the Calendar of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective Information upon which contract award could not be made.

Protests based on any objection will be considered waived and invalid if these faults have not been brought to the attention of the City, in writing, by the Deadline for Proposer Questions.

4. *Nondiscrimination*

No person will be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law; nor will they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's contractors. Accordingly, all Proposers entering into contracts with the City will, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

5. *Proposal Preparation Costs*

The Proposer is responsible for any and all costs associated with the preparation, submittal, and presentation of any proposal.

6. *Proposal Errors*

Proposers are liable for all errors or omissions contained in their proposals. Proposers will not be allowed to alter proposal documents after the deadline for submitting a proposal. The City, at its discretion, has the right to accept or reject a proposal in part or whole due to errors and/or omissions of the response.

7. *Incorrect Proposal Information*

If the City determines that a Proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the Proposer knew or should have known was materially incorrect, that proposal may be determined non-responsive, and the proposal may be rejected at the sole discretion of City.

8. *Consequence of Submission of Proposal*

The submission of a proposal shall not be deemed an agreement between the Proposer and the City. The proposal is a contractual offer by the Proposer to perform services in accord with the proposal. Specifically, the following provisions apply:

- The City shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.
- Acceptance of a proposal by the City obligates the proposer to enter into an agreement with the City using the Consultant Services Agreement template attached hereto.
- The agreement shall not be binding or valid against the City unless and until it is executed by the City and the selected Proposer.

The proposals received shall become the exclusive property of the City. At such time a recommendation of award to the Riverbank City Council, all proposals submitted in response to this RFP shall become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are trade secrets as that term is defined in Government Code Section 7924.510(f) and which are so marked as “TRADE SECRET,” “CONFIDENTIAL” or “PROPRIETARY” (collectively, “privileged

information”). The City will promptly notify a Proposer that a request seeks disclosure of privileged information. Except as otherwise required by law, the City may, but is not required to, take any affirmative action to seek exemption of the disclosure of said privileged information, if any such exemption is applicable. Independent of any City action, it shall be the sole responsibility of any Proposer to take any and all necessary action(s) to protect said Proposer’s privileged information, including but not limited to, seeking a protective court order. Additionally, proposals that indiscriminately identify all or most of the proposal as exempt from disclosure without justification may be found technically unacceptable. The City shall not in any way be liable or responsible to any Proposer or other person for any disclosure of any such records or portions thereof, whether the disclosure is deemed to be required by law, by an order of a court, or occurs through inadvertence, mistake, or negligence on the part of the City or its officers, agents or employees.

9. Assignment and Subcontracting

The selected Proposer who executes the contract with the City may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the City. Each subcontractor must be approved in writing by the City. The substitution of one subcontractor for another may be made only at the discretion of the City and with prior, written approval from the City.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, will be the prime contractor and will be responsible for all work performed and will be responsible for all costs to subcontractors for services provided by the Proposer. The Proposer is prohibited from performing any work associated with this RFP or using contractors for any service associated with this RFP outside the United States of America.

10. Proposal of Additional Services

If a Proposer indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the City.

11. Lack of Funding

The City may need to amend the terms of this contract in the event that budgetary funding is reduced or discontinued. The Contractor shall receive written notification of either condition as soon as practically possible, but no later than thirty (30) days prior to reduction or termination.

12. Terms of Payment

Payment for monthly services shall be paid on a “Net 30” basis, in accordance with the Agreement terms.

13. Laws and Venue Governing Contract

The contract shall be governed in accordance with the laws of the State of California. The parties will stipulate that the contract will be entered into in the County of Stanislaus, in the State of California. The parties will stipulate that venue for any dispute arising out of the contract shall be with the Superior Court for the County of Stanislaus, California.

14. Rights of the City of Riverbank

The City reserves the right to:

- a. Make the selection based on its sole discretion;
- b. Reject any and all proposal;
- c. Issue subsequent Requests for Proposals;
- d. Postpone opening proposals, if necessary, for any reason;
- e. Remedy errors in the Request for Proposal process;
- f. Approve or disapprove the use of particular subcontractors;
- g. Negotiate with any, all, or none of the Proposers;
- h. Select other than the lowest offer;
- i. Waive defects or irregularities in any and all proposal;
- j. Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

XI. CONTRACT TEMPLATE