



# CITY COUNCIL REGULAR MEETING AGENDA

**MAYOR**  
Greg Bozzo

**COUNCIL MEMBERS**  
Dion Bracco  
Tom Cline  
Terence Fugazzi  
Zach Hilton  
Carol Marques  
Kelly Ramirez



CITY COUNCIL CHAMBERS, CITY HALL  
7351 ROSANNA STREET, GILROY, CA  
95020

**MONDAY, MARCH 2, 2026 | 6:00 PM**

CITY COUNCIL PACKET MATERIALS ARE AVAILABLE ONLINE AT [www.cityofgilroy.org](http://www.cityofgilroy.org)  
AGENDA CLOSING TIME IS 5:00 P.M. THE TUESDAY PRIOR TO THE MEETING

**COMMENTS BY THE PUBLIC WILL BE TAKEN ON AGENDA ITEMS BEFORE ACTION IS TAKEN BY THE CITY COUNCIL.** Public testimony is subject to reasonable regulations, including but not limited to time restrictions for each individual speaker. ***\*\*Please limit your comments to 3 minutes.\*\**** The amount of time allowed per speaker may vary at the Mayor’s discretion depending on the number of speakers and length of the agenda.

Written comments on any agenda item may be emailed to the City Clerk’s Office at [publiccomment@cityofgilroy.org](mailto:publiccomment@cityofgilroy.org) or mailed to the Gilroy City Clerk’s Office at City Hall, 7351 Rosanna Street, Gilroy, CA 95020. Comments received by the City Clerk’s Office by 1 p.m. on the day of a Council meeting will be distributed to the City Council prior to or at the meeting and available for public inspection with the agenda packet located in the lobby of Administration at City Hall, 7351 Rosanna Street prior to the meeting. Any correspondence received will be incorporated into the meeting record. Items received after the 1 p.m. deadline will be provided to the City Council as soon as practicable. Written comments are also available on the City’s Public Records Portal at [bit.ly/3NuS1IN](http://bit.ly/3NuS1IN).

 In compliance with the Americans with Disabilities Act, the City will make reasonable arrangements to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the City Clerk’s Office at least 72 hours prior to the meeting at (408) 846-0204 or [cityclerk@cityofgilroy.org](mailto:cityclerk@cityofgilroy.org) to help ensure that reasonable arrangements can be made. 

If you challenge any planning or land use decision made at this meeting in court, you may be limited to raising only those issues you or someone else raised at the public hearing held at this meeting, or in written correspondence delivered to the City Council at, or prior to, the public hearing. Please take notice that the time within which to seek judicial review of any final administrative determination reached at this meeting is governed by Section 1094.6 of the California Code of Civil Procedure.

A Closed Session may be called during this meeting pursuant to Government Code Section 54956.9 (d)(2) if a point has been reached where, in the opinion of the legislative body of the City on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the City.

Materials related to an item on this agenda submitted to the City Council after distribution of the agenda packet are available with the agenda packet on the City website at [www.cityofgilroy.org](http://www.cityofgilroy.org) subject to the Staff’s ability to

post the documents before the meeting.

**KNOW YOUR RIGHTS UNDER THE GILROY OPEN GOVERNMENT ORDINANCE**

Government's duty is to serve the public, reaching its decisions in full view of the public. Commissions, task forces, councils and other agencies of the City exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review.

**FOR MORE INFORMATION ON YOUR RIGHTS UNDER THE OPEN GOVERNMENT ORDINANCE, TO RECEIVE A FREE COPY OF THE ORDINANCE OR TO REPORT A VIOLATION OF THE ORDINANCE, CONTACT THE OPEN GOVERNMENT COMMISSION STAFF AT (408) 846-0204.**

If you need assistance with translation and would like to speak during public comment, please contact the City Clerk a minimum of 72 hours prior to the meeting at 408-846-0204 or e-mail the City Clerk's Office at [cityclerk@cityofgilroy.org](mailto:cityclerk@cityofgilroy.org).

Si necesita un intérprete durante la junta y gustaría dar un comentario público, comuníquese con el Secretario de la Ciudad un mínimo de 72 horas antes de la junta al 408-846-0204 o envíe un correo electrónico a la Oficina del Secretario de la Ciudad a [cityclerk@cityofgilroy.org](mailto:cityclerk@cityofgilroy.org).



To access written translation during the meeting, please scan the QR Code or click this link:

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Choose Language and Click Attend | Seleccione su lenguaje y haga clic en asistir

Use a headset on your phone for audio or read the transcript on your device.

Use sus auriculares para escuchar el audio o leer la transcripción en el dispositivo.

The agenda for this regular meeting is outlined as follows:

1. **OPENING**
  - 1.1. **Call to Order**
  - 1.2. **Roll Call**
  - 1.3. **City Clerk's Report on Posting the Agenda**
  - 1.4. **Pledge of Allegiance**

1.5. Invocation

1.6. Orders of the Day

1.7. Employee Introductions

2. CEREMONIAL ITEMS - Proclamations and Awards

2.1. Youth Arts Month Proclamation

3. PRESENTATIONS TO THE COUNCIL

3.1. PUBLIC COMMENT BY MEMBERS OF THE PUBLIC ON ITEMS NOT ON THE AGENDA BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE CITY COUNCIL

This portion of the meeting is reserved for persons desiring to address the Council on matters within the Gilroy City Council's jurisdiction but not on the agenda. Persons wishing to address the Council are requested to complete a Speaker's Card located at the entrances and handed to the City Clerk. Speakers are limited to 1 to 3 minutes each, varying at the Mayor's discretion depending on the number of speakers and length of the agenda. The law does not permit Council action or extended discussion of any item not on the agenda except under special circumstances. If Council action is requested, the Council may place the matter on a future agenda.

Written comments to address the Council on matters not on this agenda may be e-mailed to the City Clerk's Office at [publiccomment@cityofgilroy.org](mailto:publiccomment@cityofgilroy.org) or mailed to the Gilroy City Clerk's Office at City Hall, 7351 Rosanna Street, Gilroy, CA 95020. Comments received by the City Clerk's Office by 1:00 pm on the day of a Council meeting will be distributed to the City Council prior to or at the meeting and available for public inspection with the agenda packet located in the lobby of Administration at City Hall, 7351 Rosanna Street, prior to the meeting. Any correspondence received will be incorporated into the meeting record. Items received after the 1:00pm deadline will be provided to the City Council as soon as practicable. Written material provided by public members under this section of the agenda will be limited to 10 pages in hard copy. An unlimited amount of material may be provided electronically.

4. REPORTS OF COUNCIL MEMBERS

**Council Member Bracco** – Santa Clara County Library Joint Powers Authority, Santa Clara Water Commission, Santa Clara Valley Water Joint Water Resources Committee, SCRWA

**Council Member Fugazzi** – Santa Clara Water Commission (alternate), Silicon Valley Regional Interoperability Authority Board (alternate), SCRWA, Visit Gilroy California Welcome Center, VTA Mobility Partnership Committee

**Council Member Marques** – Gilroy Sister Cities, Santa Clara County Library Joint Powers Authority (alternate), Santa Clara Valley Habitat Agency Governing Board, Santa Clara Valley

Habitat Agency Implementation Board, SCRWA (alternate)

**Council Member Hilton** – ABAG, CalTrain Policy Group (alternate), Santa Clara County Expressway Plan 2040 Advisory Board (alternate), Silicon Valley Clean Energy Authority JPA Board, South County Youth Task Force Policy Team, VTA Policy Advisory Committee

**Council Member Ramirez** – ABAG (alternate), Gilroy Gardens Board of Directors (alternate), Cities Association of Santa Clara County, Gilroy Youth Task Force (alternate), Santa Clara Valley Habitat Agency Governing Board, Santa Clara Valley Habitat Agency Implementation Board, SCRWA, Santa Clara Housing and Community Development Advisory Committee

**Council Member Cline** – CalTrain Policy Group (alternate), Gilroy Sister Cities (alternate), Gilroy Youth Task Force, Santa Clara County Expressway Plan 2040 Advisory Board, Silicon Valley Clean Energy Authority JPA Board (alternate), Silicon Valley Regional Interoperability Authority Board, Visit Gilroy California Welcome Center (alternate), VTA Mobility Partnership Committee, VTA Policy Advisory Committee (alternate)

**Mayor Bozzo** – Gilroy Gardens Board of Directors, Santa Clara Valley Water Joint Water Resources Committee, South County Youth Task Force Policy Team, VTA Board of Directors (alternate), Santa Clara Housing and Community Development Advisory Committee (alternate), Cities Association of Santa Clara County (alternate)

## 5. INTRODUCTION OF NEW BUSINESS

### 5.1. Approval of Amended and Restated Municipal Pooling Authority Joint Exercise of Powers Agreement

1. Staff Report:  
LeeAnn McPhillips, Interim Administrative Services & Human Resources Director/Risk Manager.
2. Public Comment
3. Possible Action:  
Adopt a resolution approving the amended and restated Municipal Pooling Authority Joint Exercise of Powers Agreement for Providing Property, Public Liability, and other insurance coverages.

### 5.2. Open Meeting and Teleconference Requirements and Approval of Policy on Distributions to Public Participation During Remote or Hybrid Meetings

1. Staff Report:  
Kim Mancera, City Clerk
2. Public Comment
3. Possible Action:
  1. Receive a report on updates regarding Senate Bill 707 (SB 707) amending the Ralph M. Brown Act; and
  2. Adopt the City Council Policy on Disruptions of Telephonic or Internet

**6. CITY ADMINISTRATOR'S REPORTS**

**7. CITY ATTORNEY'S REPORTS**

**8. CLOSED SESSION**

**8.1. CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION;  
CITY OF GILROY, Petitioner, vs. THE SUPERIOR COURT OF SANTA CLARA  
COUNTY, Respondent; LAW FOUNDATION OF SILICON VALLEY, Real Party in  
Interest. LAW FOUNDATION OF SILICON VALLEY, Petitioner, . THE SUPERIOR  
COURT OF SANTA CLARA COUNTY, Respondent; CITY OF GILROY, Real Party  
in Interest; Cal. Supreme Ct. Case Numbers S282937 and S282950; Filed January  
22, 2020**

**9. ADJOURN TO OPEN SESSION**

Report of any action taken in Closed Session and vote or abstention of each Council Member if required by Government Code Section 54957.1 and GCC Section 17A.13(b); Public Report of the vote to continue in closed session if required under GCC Section 17A.11(5).

**10. ADJOURNMENT**



## City of Gilroy

### STAFF REPORT

**Agenda Item Title: Approval of Amended and Restated Municipal Pooling Authority Joint Exercise of Powers Agreement**

Meeting Date: March 2, 2026  
 From: Matt Morley, City Administrator  
 Department: Administrative Services  
 Submitted by: LeeAnn McPhillips, Interim Administrative Services & Human Resources Director/Risk Manager.  
 Prepared by: LeeAnn McPhillips, Interim Administrative Services & Human Resources Director/Risk Manager.

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**STRATEGIC PLAN GOALS:** Develop a Financially Resilient Organization

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### RECOMMENDATION

Adopt a resolution approving the amended and restated Municipal Pooling Authority Joint Exercise of Powers Agreement for Providing Property, Public Liability, and other insurance coverages.

### EXECUTIVE SUMMARY

### BACKGROUND

The City of Gilroy is a member of Municipal Pooling Authority (“MPA”) a Joint Exercise of Powers Authority (“JPA”) having joined the pool in 2015. MPA provides members with administration and self-insured coverage for liability, vehicle physical damage, large vehicle, property, cybersecurity coverage, deadly weapons, errors and omissions, and crime coverage. South County Regional Wastewater Authority, through the City's membership in the JPA, also obtains various insurance coverages from the pool. However, liability due to plant operations is covered through Jacobs' insurance policies. MPA was formally approved by the state as of July 1, 1977. Many of its founding

members are still members today. Currently, MPA has 21 member municipalities, which are primarily located in Contra Costa County, with a few outlying members in Stanislaus County, San Mateo County, and Santa Clara County (Gilroy).

MPA was formed primarily to mitigate the rising costs of private insurance for liability. The founding members agreed to pool fiscal resources to share in the cost of administering and litigating claims. This pooling of funds is permitted under the Joint Powers Act, Government Code, Sections 6500-6536. There are over 1800 JPAs in California that provide public agencies with pooled coverage for benefits, liability, workers' compensation, and other services. By pooling funds, MPA members share in the risk and cost of claims, thereby stabilizing the impact on individual members' costs. The share in claims cost is spread among the members. However, pooling is not just a means of sharing the cost of claims; MPA members receive economies of scale benefits for a variety of additional insurances that can only be accessed through membership in the pool. For example, this includes property, cyber, crime, and deadly weapons coverage for the members. MPA also provides valuable resources for training and education, as well as access to training and ergonomics services as well as some other benefit programs. MPA's risk mitigation support includes mandatory assessments to identify agency risks and mitigation measures as well as compliance with related laws.

Participation in a JPA is invaluable in reducing claims exposure and cost. Due to the pooling aspect, members also receive dividends for years the reserved funds have exceeded the actual cost for that year. MPA has also been able to provide members with grants to address risk management and related training needs within their cities.

MPA has a board of directors, with each member of the pool holding a position on the Board. The Board collectively decides on how claims are administered and what is covered by the pool. Through the Coverage and Governance Committee, the Board regularly reviews the bylaws and memorandums of coverage for each program annually to determine how coverage will be provided. To be a member of MPA, each member's governing body must agree to the Joint Exercise of Powers Agreement ("JPA Agreement"), as this is the required governing document that all members' governing bodies must agree to participate in any of the programs provided by MPA. The JPA Agreement is the foundational document that outlines MPA's powers and organizational structure. The last version was adopted by the Board of Directors in 2004 and executed in 2005 by its members and has recently undergone an extensive review and revision process. Currently, for Gilroy, the Human Resources Director/Risk Manager serves as the primary representative on the Board and the City Administrator is the alternate. These assignments are consistent with the other 20 members.

## **ANALYSIS**

At the February 27, 2025, meeting, as part of its review of MPA's governing documents, the MPA Coverage and Governance Committee approved recommended amendments to update the JPA Agreement and ensure it aligns with other MPA governing documents

and applicable laws. Those recommended amendments were then reviewed by the MPA Executive Committee, which approved the recommended amendments with certain revisions on March 26, 2025. The revised recommended amendments were then approved by the MPA Board of Directors on April 10, 2025.

The amendments approved by the MPA Board of Directors were then sent to each member for review and feedback. Gilroy's Risk Manager and City Attorney completed a thorough review and provided feedback. Gilroy's City Attorney spoke with legal counsel for the Municipal Pooling Authority to clarify some of the proposed changes. The feedback received was reviewed by MPA Staff and Legal Counsel, and additional revisions were made based on that feedback. The final recommended amendments were approved by the MPA Board of Directors on January 13, 2026, and include both substantive updates and formatting refinements to ensure clarity and consistency:

- **Section 3 (Creation of MPA):** Language revised to clarify that MPA was previously formed and is continued pursuant to current Government Code provisions (title also changed to “Amended and Restated).”
- **Section 8 (Powers of MPA):** Additional language added to address CAJPA accreditation recommendation regarding language specifying limitation of powers.
- **Section 17 (Member Responsibilities):** Minor re-wording to clarify that obligations continue beyond participation and to better define a Member’s duty to provide requested information and support investigations.
- **Section 23 (Effect of Withdrawal or Expulsion):** Clarified language confirming that withdrawal or expulsion does not relieve a Member from obligations under MPA’s governing documents.
- **General Formatting and Language Consistency:** Several non-substantive edits were made throughout the document to correct formatting issues that arose during the conversion of the original PDF into an editable format. These changes improve internal consistency and readability without altering meaning.

The Amended and Restated JPA Agreement (attached to this report) must now be approved by each member by resolution of the member’s governing body and signed by each member’s designee, and is included on the City Council agenda for consideration and adoption.

## ALTERNATIVES

There is no recommended alternative. Staff recommends retaining our membership in this JPA. Changing risk pools is a significant undertaking with fiscal implications.

## FISCAL IMPACT/FUNDING SOURCE

There is no fiscal impact associated with approving the MPA Amended and Restated JPA Agreement.

**PUBLIC OUTREACH**

N/A

**NEXT STEPS**

Upon Council approval, the required JPA documents will be executed and submitted to Municipal Pooling Authority.

**Attachments:**

1. Resolution Approving MPA Joint Exercise of Powers Agreement 3.2.26
2. MPA Final JPA Agreement 1.13.2026
3. MPA JPA Agreement-Final Red Line Changes 1.13.26

**RESOLUTION NO. 2026-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY APPROVING THE MUNICIPAL POOLING AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT (JPA) FOR PROVIDING PUBLIC LIABILITY, PROPERTY, VEHICLE, AND OTHER TYPES OF INSURANCE COVERAGES AND RELATED RISK MANAGEMENT SERVICES**

WHEREAS, the Municipal Pooling Authority (MPA) was formed in 1977 by a Joint Exercise of Powers Agreement; and

WHEREAS, the City of Gilroy is a Member Agency of MPA and has been a member since July 1, 2015; and

WHEREAS, there have been amendments to the Municipal Pooling Authority (MPA) Joint Exercise of Powers Agreement; and

WHEREAS, the Municipal Pooling Authority Amended and Restated Joint Exercise of Powers Agreement, a copy of which is attached, has been updated to reflect these amendments; and

WHEREAS, the City Council is familiar with the contents thereof.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GILROY, AS FOLLOWS:**

1. The adoption of the Municipal Pooling Authority Amended and Restated Joint Exercise of Powers Agreement for providing public liability, property, vehicle, and other insurance coverages is hereby approved, and the designated primary or alternate MPA Board member (Human Resources Director/Risk Manager – primary board member; City Administrator – alternate board member) is hereby authorized and directed to execute the same on behalf of the City.

**PASSED AND ADOPTED** this 2<sup>nd</sup> day of March, 2026 by the following roll call vote:

<b>AYES:</b>	<b>COUNCIL MEMBERS:</b>
<b>NOES:</b>	<b>COUNCIL MEMBERS:</b>
<b>ABSTAIN:</b>	<b>COUNCIL MEMBERS:</b>
<b>ABSENT:</b>	<b>COUNCIL MEMBERS:</b>

APPROVED:

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Greg Bozzo, Mayor

ATTEST:

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Kim Mancera, City Clerk

### CERTIFICATE OF THE CLERK

I, **KIM MANCERA**, City Clerk of the City of Gilroy, do hereby certify that the attached **Resolution No. 2026-XX** is an original resolution, or true and correct copy of a City Resolution, duly adopted by the Council of the City of Gilroy at a Regular Meeting of said held on Council held **Monday, March 2, 2026** with a quorum present.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the Official Seal of the City of Gilroy this **Date**.

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Kim Mancera  
City Clerk of the City of Gilroy

(Seal)

**MUNICIPAL POOLING AUTHORITY  
AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT**

**This Amended and Restated Joint Exercise of Powers Agreement (hereafter "Agreement") is entered into by and among the public entities listed in Appendix A (hereafter referred to as "Members").**

RECITALS

1. The Members are public entities organized and operating under the laws of the State of California;
2. The following State laws, among others, authorize the Members to enter into this Agreement:
  - a. Labor Code Section 3700, allowing a public entity to fund its own workers' compensation claims;
  - b. Government Code Sections 989 and 990, permitting a local public entity to insure itself against liability and other losses;
  - c. Government Code Section 990.4, permitting a public entity to provide insurance and self-insurance in any desired combination.
  - d. Government Code Section 990.6, providing that the cost of insurance authorized under the related sections is a proper charge against the local public entity.
  - e. Government Code Section 990.8, permitting two or more local public entities to enter into an agreement to jointly fund such expenditures under the authority of Government Code Sections 6500, *et seq.*; and
  - f. Government Code Sections 6500, *et seq.*, permitting two or more local public entities to jointly exercise under an agreement any power which is common to each of them.
3. Each of the Members desires to enter into an agreement with each of the others for the purpose of insuring against various risks jointly, rather than individually.
4. Pursuant to Government Code Section 6508.1, the debts, liabilities, and obligations of MPA shall not constitute debts, liabilities, or obligations of the Members.
5. MPA was originally formed by a Joint Powers Agreement in 1977. Since that time, the Agreement has been amended several times, and Members have withdrawn from, and new Members have been added to MPA.

NOW, THEREFORE, for and in consideration of the mutual benefits, covenants and agreements set forth herein, the Members agree as follows:

### SECTION 1

#### Authority and Purpose

This Agreement is made under the authority of California Government Code Sections 6500, *et seq.*, between the Members. The purpose of this Agreement is to exercise jointly the powers common to each Member by managing risks and pooling or purchasing coverage for losses.

### SECTION 2

#### Definitions

Unless the context otherwise requires:

1. "MPA" shall mean the public entity known as the Municipal Pooling Authority created by this Agreement.
2. "Board" shall mean the governing body of MPA.
3. "Chief Administrative Officer" shall mean the person appointed by the Board as the Chief Administrative Officer of MPA.
4. "Claim" shall mean a claim or demand made against a Member arising out of an occurrence that is covered or alleged to be covered by any Memoranda of Coverage issued by MPA or by a purchased policy of insurance.
5. "Member" shall mean any public entity listed in Appendix A to this Agreement.
6. "Memoranda of Coverage" shall mean documents issued by MPA specifying the type, terms, conditions, and limitations of coverage provided by MPA to each Member that participates in the program.

### SECTION 3

#### Creation of MPA

A public entity, separate and apart from the parties hereto and known as the Municipal Pooling Authority, was previously created and is continued pursuant to Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (commencing with Section 6500).

SECTION 4

Terms of Agreement

This Agreement is effective as of January 13, 2026, and continues until terminated as hereafter provided. The prior Joint Exercise of Powers Agreement is terminated upon the effective date hereof.

SECTION 5

**1.1.1 Governing Board**

MPA shall be governed by a Board composed of one individual representative from each Member, each serving in an individual capacity as a member of the Board. Each Member's governing body shall appoint to the Board either its Manager or Director, or the department head or staff person, responsible for its risk management function. Each Board member shall have one vote. Each Member shall appoint one Alternate to the Board. The Alternate shall have the same qualifications as the Board member. The Alternate may vote at any meeting of the Board at which the regular Board member is absent.

SECTION 6

Meetings and Committees

- (a) Committees. The Board may establish an Executive Committee comprised of members of the Board and delegate to it any powers or functions not reserved to the entire Board or otherwise nondelegable. Other regular committees may be created by, or in accordance with, the procedures set forth in Bylaws adopted by the Board. Ad hoc committees may, from time to time, be established by the President of the Board to serve as temporary committees for a limited purpose.
- (b) Meetings. The Board shall hold at least one regular meeting each year. The Board shall fix the date upon which, and the hour and place at which, each regular meeting is to be held, and the Chief Administrative Officer shall notify each Member of that action. Other meetings of the Board and meetings of any duly established committees may be held in accordance with applicable law. All meetings of the Board and regular committees shall be held in a manner consistent with the Bylaws and in compliance with the Ralph M. Brown Act (California Government Sections 54950, *et seq.*).
- (c) Bylaws and Regulations. The Board may adopt Bylaws and regulations that are not inconsistent either with applicable law or with this Agreement. In the event the Bylaws or regulations are inconsistent with this Agreement, this Agreement shall control. The Chief Administrative Officer shall send to each Member all such Bylaws and regulations, and any amendments thereto, promptly after adoption by the Board.

SECTION 7

**1.1.2 Officers**

- (a) The Board shall elect a President and Vice-President from among its members to perform the duties set forth in the Bylaws.
- (b) The Chief Administrative Officer shall be the Secretary of MPA and shall be responsible for maintaining all records of MPA.
- (c) The Board shall elect a Treasurer with the qualifications and to perform the duties set forth in the Bylaws.
- (d) The Board may appoint such other officers, employ individuals, and contract with consultants and other professional persons or firms as it considers necessary to carry out the purposes of this Agreement.

**SECTION 8**

**Powers of MPA**

MPA shall have the powers and authority to exercise any powers common to its Members and is hereby authorized, in its own name, to do all acts necessary for the exercise of such common powers, including, but not limited to, each of the following:

- (1) Make and enter into contracts;
- (2) Incur debts, liabilities, and obligations, but no debt, liability, or obligation of MPA is a debt, liability, or obligation of any Member, pursuant to Government Code Section 6508.1;
- (3) Acquire, hold, or dispose of real and personal property;
- (4) Receive contributions and donations of property, funds, services, and other forms of assistance from any source;
- (5) Sue and be sued in its own name;
- (6) Employ agents and employees;
- (7) Acquire, construct, manage, and maintain buildings;
- (8) Lease real or personal property, including that of a Member;

- (9) Receive, collect, invest, and disburse monies; and
- (10) Carry out other duties as required to accomplish other responsibilities as set forth in this Agreement.

These powers shall be exercised in the manner provided by law and as expressly set forth in this Agreement. Pursuant to Section 6509 of the California Government Code, the exercise of such powers shall be subject only to those restrictions upon the manner of exercising the powers which are imposed upon Members, such as the City of Pleasant Hill, in the exercise of similar powers.

SECTION 9

Fiscal Year

The "fiscal year" of MPA is the period from the first day of July of each year to and including the 30th day of June of the following year.

SECTION 10

Coverage Provided by MPA

Pursuant to the payment of contributions by each Member, MPA shall provide coverage pursuant to one or more Memoranda of Coverage and/or purchased policies of insurance under the programs selected by the Member.

SECTION 11

**1.1.3 Establishment and Administration of Funds**

The Board shall establish such funds as it deems necessary to conduct the business of MPA.

SECTION 12

**1.1.4 Budget**

MPA shall adopt an annual budget no later than the first day of its fiscal year.

SECTION 13

**1.1.5 Member Contributions**

The Chief Administrative Officer shall be responsible for calculating annually the amount of contributions to be charged for coverage selected by Members. The Board shall approve each charge before it takes effect. Each Member, by the act of paying its contribution, accepts the coverage provided by MPA.

SECTION 14  
Accounts and Records

The Chief Administrative Officer shall be responsible for establishing and maintaining the funds and accounts in accordance with acceptable accounting practices and maintaining such other records as the Board requires pursuant to the procedures set forth in the Bylaws. The Chief Administrative Officer shall have the custody of and be responsible for the disbursement of MPA funds as provided by accounting procedures developed in accordance with this Agreement and the Bylaws.

SECTION 15  
**1.1.6 Reserves**

Separate reserves shall be maintained in the funds for each type of coverage.

SECTION 16  
**1.1.7 MPA Functions and Responsibilities**

MPA shall provide comprehensive risk management services to its Members.

SECTION 17  
**1.1.8 Member Responsibilities**

Each Member has responsibilities, including the following:

- (1) Appoint its representative and alternate to the MPA Board in accordance with the applicable practices and procedures.
- (2) Cooperate fully with MPA in the investigation, defense, and settlement of Claims, including compliance with any applicable Memoranda of Coverage.
- (3) Comply with risk management recommendations, guidelines, and requirements established by MPA;

- (4) Pay contributions and assessments approved by the Board when due.
- (5) Provide MPA with data and other information requested; and
- (6) Cooperate with and assist MPA and any insurer, adjuster, or legal counsel retained by MPA in matters related to this Agreement, any Bylaws adopted by the Board, and any other governing documents, policies, or procedures adopted by the Board.

## SECTION 18

### New Members

Upon the vote of two-thirds of all members of the Board, any other public entity in Contra Costa County or in the general geographic area reasonably serviceable from Contra Costa County may become a party to this Agreement upon execution of this Agreement, and shall forthwith pay to MPA its current contribution payment as determined in accordance herewith, as well as any fees and expenses set by the Board.

## SECTION 19

### Cancellation of Coverage in a Program or Programs

If a Member fails to comply with this Agreement, any Bylaws adopted by the Board, or any procedures or policies established by the Board, the Board may, by a two-thirds vote of all members of the Board, refuse to provide coverage or may cancel any coverage being provided to that Member in any program(s).

## SECTION 20

### Termination of Agreement and Disposition of Assets Upon Termination of Agreement

This Agreement may be terminated upon the unanimous consent of all parties to it. Upon complete termination of this Agreement by all Members and the settlement of all liabilities and claims, including incurred but not reported claims, all property of MPA shall be divided among the Members in a ratio equal to that of the total amounts paid by the Members for the five (5) fiscal years preceding the year in which the Agreement is terminated.

## SECTION 21

### Withdrawal of a Member

A Member may withdraw as a Member and party to the Agreement, effective at the end of any fiscal year upon giving MPA six (6) months prior written notice of its intent to withdraw.

## SECTION 22

### Expulsion

The Board, by a three-fourths vote of all members of the Board, may expel any member for the reasons and under the procedures set forth in the Bylaws.

SECTION 23  
Effect of Withdrawal or Expulsion

The withdrawal or expulsion of any Member shall not terminate its responsibilities and obligations as set forth in MPA's governing documents.

Upon withdrawal of a Member, that Member is entitled only to its pro rata share of the balance of the amount paid by it for the fiscal year in which withdrawal takes place. That Member shall not participate in or be entitled to any other funds, property, or other assets of MPA. Coverages under all pool coverage programs for the coverage periods in which that Member participated will remain in effect and continue until the conclusion of their respective program years.

SECTION 24  
Liability and Indemnification

MPA shall defend and indemnify its Board members, officers, and employees to the same extent as any other public entity of the State of California is obliged to defend and indemnify its public employees pursuant to California Government Code Section 825, *et seq.*, or other applicable provisions of law.

MPA may insure or self-insure itself to the extent deemed necessary by the Board against loss, liability and claims arising out of or connected to the conduct of MPA's activities.

SECTION 25  
Assessment

Upon a two-thirds vote of all members of the Board, the Board shall have the authority to levy a cash assessment for any pooled coverage program if the Board finds that there are insufficient funds available to MPA to meet its legal obligations.

Any cost, including attorneys' fees, incurred by MPA in collecting any cash assessment shall be reimbursed by the Member against which such collection action has been taken.

Section 26  
Dividends and Premium Rebates

Upon a two-thirds vote of all members of the Board, the Board shall have the authority to declare a dividend, rebate of excess contributions, and/or reduction of future contributions for any pooled coverage program if the Board finds there are excess reserves in the retention fund.

### SECTION 27 Severability

If any portion, term, condition or provision of this Agreement is determined by a court to be illegal or in conflict with a law of the State of California, or is otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions is not affected.

### SECTION 28 Prohibition Against Assignment

No Member may assign a right, claim, or interest it may have under this Agreement. No creditor, assignee, or third party beneficiary of a Member has a right, claim, or title to any part, share, interest, fund, premium or asset of MPA.

### SECTION 29 Amendment

This Agreement may be amended by Resolution of the governing bodies of two- thirds of the then-participating Members. Appendix A to this Agreement may be amended to correctly list current Members without separate action by the governing bodies of the Members or the Board, and provided any additional members execute the Agreement.

### SECTION 30 Notices

Notices to Members under this Agreement shall be sufficient if delivered to the office of the Member. Notices to MPA shall be sufficient if delivered to the office of the Chief Administrative Officer.

**MUNICIPAL POOLING AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT**  
**Appendix A - List of MPA Members**

<b>Member</b>	<b>Date Joined</b>
Antioch	5/2/1977
Brentwood	5/2/1977
Clayton	5/2/1977
Danville	2/1/1983
Gilroy	7/1/2015
El Cerrito	5/2/1977
Hercules	5/2/1977
Lafayette	5/2/1977
Manteca	1/1/1998
Martinez	5/2/1977
Moraga	5/2/1977
Mountain House	7/1/2024
Oakley	7/1/2002
Orinda	7/1/1986
Pacifica	7/1/2006
Pinole	5/2/1977
Pittsburg	5/2/1977
Pleasant Hill	5/2/1977
San Pablo	5/2/1977
San Ramon	7/1/1986
Walnut Creek	5/2/1977

**MUNICIPAL POOLING AUTHORITY**

**AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT**

This Amended and Restated Joint Exercise of Powers Agreement (hereafter "Agreement") is entered into by and among the public entities listed in Appendix A (hereafter referred to as "Members").

**RECITALS**

1. The Members are public entities organized and operating under the laws of the State of California;
2. The following State laws, among others, authorize the Members to enter into this Agreement:
  - a. Labor Code Section 3700, allowing a public entity to fund its own workers' compensation claims;
  - b. Government Code Sections 989 and 990, permitting a local public entity to insure itself against liability and other losses;
  - c. Government Code Section 990.4, permitting a public entity to provide insurance and self-insurance in any desired combination;
  - d. Government Code Section 990.6, providing that the cost of insurance authorized under the related sections is a proper charge against the local public entity;
  - e. Government Code Section 990.8, permitting two or more local public entities to enter into an agreement to jointly fund such expenditures under the authority of Government Code Sections 6500, *et seq.*; and
  - f. Government Code Sections 6500, *et seq.*, permitting two or more local public entities to jointly exercise under an agreement any power which is common to each of them.
3. Each of the Members desires to enter into an agreement with each of the others for the purpose of insuring against various risks jointly, rather than individually.
4. Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of MPA shall not constitute debts, liabilities, or obligations of the Members.
5. MPA was originally formed by a Joint Powers Agreement in 1977. Since that time the Agreement has been amended several times and Members have withdrawn from and new Members have been added to MPA.

NOW, THEREFORE, for and in consideration of the mutual benefits, covenants and agreements set forth herein, the Members agree as follows:

SECTION 1  
Authority and Purpose

This Agreement is made under the authority of California Government Code Sections 6500, *et seq.* between the Members. The purpose of this Agreement is to exercise jointly powers common to each Member by managing risks and pooling or purchasing coverage for losses.

SECTION 2  
Definitions

Unless the context otherwise requires:

1. "MPA" shall mean the public entity known as the Municipal Pooling Authority created by this Agreement.
2. "Board" shall mean the governing body of MPA.
3. "Chief Administrative Officer" shall mean the person appointed by the Board as the Chief Administrative Officer of MPA.
4. "Claim" shall mean a claim or demand made against a Member arising out of an occurrence that is covered or alleged to be covered by any Memoranda of Coverage issued by MPA or by a purchased policy of insurance.
5. "Member" shall mean any public entity listed in Appendix A to this Agreement.
6. "Memoranda of Coverage" shall mean documents issued by MPA specifying the type, terms, conditions, and limitations of coverage provided by MPA to each Member that participates in the program.

SECTION 3  
Creation of MPA

~~Pursuant to Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (commencing with Section 6500), the parties hereto create a~~ public entity, separate and apart from the parties hereto ~~and~~; ~~to be~~ known as the Municipal Pooling Authority, was previously created and is continued pursuant to Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (commencing with Section 6500).

SECTION 4  
Terms of Agreement

This Agreement is effective as of [REDACTED] and continues until terminated as hereafter provided. The prior Joint Exercise of Powers Agreement is terminated upon the effective date hereof.

SECTION 5  
Governing Board

MPA shall be governed by a Board composed of one individual representative from each Member, each serving in an individual capacity as a member of the Board. Each Member's governing body shall appoint to the Board either its Manager or Director, or the department head or staff person, responsible for its risk management function. Each Board member shall have one vote. Each Member shall appoint one Alternate to the Board. The Alternate shall have the same qualifications as the Board member. The Alternate may vote at any meeting of the Board at which the regular Board member is absent.

SECTION 6  
Meetings and Committees

- (a) Committees. The Board may establish an Executive Committee comprised of members of the Board and delegate to it any powers or functions not reserved to the entire Board or otherwise nondelegable. Other regular committees may be created by, or in accordance with, the procedures set forth in Bylaws adopted by the Board. Ad hoc committees may from time to time be established by the President of the Board to serve as temporary committees for a limited purpose.
- (b) Meetings. The Board shall hold at least one regular meeting each year. The Board shall fix the date upon which, and the hour and place at which, each regular meeting is to be held, and the Chief Administrative Officer shall notify each Member of that action. Other meetings of the Board and meetings of any duly established committees may be held in accordance with applicable law. All meetings of the Board and regular committees shall be held in a manner consistent with the Bylaws and in compliance with the Ralph M. Brown Act (California Government Sections 54950, *et seq.*).
- (c) Bylaws and Regulations. The Board may adopt Bylaws and regulations that are not inconsistent either with applicable law or with this Agreement. In the event the Bylaws or regulations are inconsistent with this Agreement, this Agreement shall control. The Chief Administrative Officer shall send to each Member all such Bylaws and regulations, and any amendments thereto, promptly after adoption by the Board.

SECTION 7  
Officers

- (a) The Board shall elect a President and Vice-President from among its members to perform the duties set forth in the Bylaws.
- (b) The Chief Administrative Officer shall be the Secretary of MPA and shall be responsible for maintaining all records of MPA.
- (c) The Board shall elect a Treasurer with the qualifications and to perform the duties set forth in the Bylaws.

- (d) The Board may appoint such other officers, employ individuals, and contract with consultants and other professional persons or firms as it considers necessary to carry out the purposes of this Agreement.

SECTION 8  
Powers of MPA

MPA ~~shall have the powers and authority to exercise any powers common to its Members and is hereby~~ authorized, in its own name, to do all acts necessary for the exercise of ~~these such common~~ powers, ~~referred to in the Recitals~~ including, but not limited to, each of the following:

- (1) Make and enter into contracts;
- (2) Incur debts, liabilities and obligations but no debt, liability or obligation of MPA is a debt, liability or obligation of any Member, pursuant to Government Code Section 6508.1;
- (3) Acquire, hold or dispose of real and personal property;
- (4) Receive contributions and donations of property, funds, services and other forms of assistance from any source;
- (5) Sue and be sued in its own name;
- (6) Employ agents and employees;
- (7) Acquire, construct, manage and maintain buildings;
- (8) Lease real or personal property including that of a Member;
- (9) Receive, collect, invest, and disburse monies; and
- (10) Carry out other duties as required to accomplish other responsibilities as set forth in this Agreement.

These powers shall be exercised in the manner provided by law and as expressly set forth in this Agreement. ~~Pursuant to Section 6509 of the California Government Code, the exercise of such powers shall be,~~ subject only to those restrictions upon the manner of exercising the powers which are imposed upon Members such as the City of Pleasant Hill, in the exercise of similar powers.

SECTION 9  
Fiscal Year

The "fiscal year" of MPA is the period from the first day of July of each year to and including the 30th day of June of the following year.

SECTION 10  
Coverage Provided by MPA

Pursuant to the payment of contributions by each Member, MPA shall provide coverage pursuant to one or more Memoranda of Coverage and/or purchased policies of insurance under the programs selected by the Member.

SECTION 11  
Establishment and Administration of Funds

The Board shall establish such funds as it deems necessary to conduct the business of MPA.

SECTION 12  
Budget

MPA shall adopt an annual budget no later than the first day of its fiscal year.

SECTION 13  
Member Contributions

The Chief Administrative Officer shall be responsible for calculating annually the amount of contributions to be charged for coverage selected by Members. The Board shall approve each charge before it takes effect. Each Member by the act of paying its contribution accepts the coverage provided by MPA.

SECTION 14  
Accounts and Records

The Chief Administrative Officer shall be responsible for establishing and maintaining the funds and accounts in accordance with acceptable accounting practices and maintaining such other records as the Board requires pursuant to the procedures set forth in the Bylaws. The Chief Administrative Officer shall have the custody of and be responsible for the disbursement of MPA funds as provided by accounting procedures developed in accordance with this Agreement and the Bylaws.

SECTION 15  
Reserves

Separate reserves shall be maintained in the funds for each type of coverage.

SECTION 16  
MPA Functions and Responsibilities

MPA shall provide comprehensive risk management services to its Members.

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SECTION 17  
Member Responsibilities

Each Member has responsibilities, including the following:

- (1) Appoint its representative and alternate to the MPA Board in accordance with the ~~procedures set forth in the Bylaws~~ applicable practices and procedures;
- (2) Cooperate fully with MPA in the investigation, defense, and settlement of Claims, including compliance with any applicable Memoranda of Coverage;
- (3) Comply with risk management recommendations, guidelines, and requirements established by MPA;
- (4) Pay contributions and assessments approved by the Board when due;
- (5) Provide MPA with ~~statistical and loss experience~~ data and other information requested; and
- (6) Cooperate with and assist MPA and any insurer, adjuster, or legal counsel retained by MPA in matters related to this Agreement, any Bylaws adopted by the Board, and any other governing documents, policies, or procedures adopted by the Board.

SECTION 18  
New Members

Upon the vote of two-thirds of all members of the Board, any other public entity in Contra Costa County or in the general geographic area reasonably serviceable from Contra Costa County may become a party to this Agreement upon execution of this Agreement, and shall forthwith pay to MPA its current contribution payment as determined in accordance herewith, as well as any fees and expenses set by the Board.

SECTION 19  
Cancellation of Coverage in a Program or Programs

If a Member fails to comply with this Agreement, any Bylaws adopted by the Board, or any procedures or policies established by the Board, the Board may, by a two-thirds vote of all members of the Board, refuse to provide coverage or may cancel any coverage being provided to that Member in any program(s).

SECTION 20  
Termination of Agreement and Disposition of  
Assets Upon Termination of Agreement

This Agreement may be terminated upon the unanimous consent of all parties to it. Upon complete termination of this Agreement by all Members and the settlement of all liabilities and claims, including incurred but not reported claims, all property of MPA shall be divided among the Members in a ratio equal to that of the total amounts paid by the Members for the five (5) fiscal years preceding the year in which the Agreement is terminated.

SECTION 21  
Withdrawal of a Member

A Member may withdraw as a Member and party to the Agreement, effective at the end of any fiscal year upon giving MPA six (6) months prior written notice of its intent to withdraw.

SECTION 22  
Expulsion

The Board, by a three-fourths vote of all members of the Board, may expel any member for the reasons and under the procedures set forth in the Bylaws.

SECTION 23  
Effect of Withdrawal or Expulsion

The withdrawal or expulsion of any Member shall not terminate its responsibilities and obligations [as set forth in MPA's governing documents](#).

Upon withdrawal of a Member, that Member is entitled only to its pro rata share of the balance of the amount paid by it for the fiscal year in which withdrawal takes place. That Member shall not participate in or be entitled to any other funds, property, or other assets of MPA. Coverages under all pool coverage programs for the coverage periods in which that Member participated will remain in effect and continue until the conclusion of their respective program years.

SECTION 24  
Liability and Indemnification

MPA shall defend and indemnify its Board members, officers, and employees to the same extent as any other public entity of the State of California is obliged to defend and indemnify its public employees pursuant to California Government Code Section 825, *et seq.*, or other applicable provisions of law.

MPA may insure or self-insure itself to the extent deemed necessary by the Board against loss, liability and claims arising out of or connected to the conduct of MPA's activities.

SECTION 25  
Assessment

Upon a two-thirds vote of all members of the Board, the Board shall have the authority to levy a cash assessment for any pooled coverage program if the Board finds that there are insufficient funds available to MPA to meet its legal obligations.

Any cost, including attorneys' fees, incurred by MPA in collecting any cash assessment shall be reimbursed by the Member against which such collection action has been taken.

Section 26  
Dividends and Premium Rebates

Upon a two-thirds vote of all members of the Board, the Board shall have the authority to declare a dividend, rebate of excess contributions, and/or reduction of future contributions for any pooled coverage program if the Board finds there are excess reserves in the retention fund.

SECTION 27  
Severability

If any portion, term, condition or provision of this Agreement is determined by a court to be illegal or in conflict with a law of the State of California, or is otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions is not affected.

SECTION 28  
Prohibition Against Assignment

No Member may assign a right, claim, or interest it may have under this Agreement. No creditor, assignee, or third party beneficiary of a Member has a right, claim, or title to any part, share, interest, fund, premium or asset of MPA.

SECTION 29  
Amendment

This Agreement may be amended by Resolution of the governing bodies of two-thirds of the then-participating Members. Appendix A to this Agreement may be amended to correctly list current Members without separate action by the governing bodies of the Members or the Board, and provided any additional members execute the Agreement.

SECTION 30  
Notices

Notices to Members under this Agreement shall be sufficient if delivered to the office of the Member. Notices to MPA shall be sufficient if delivered to the office of the Chief Administrative Officer.

IN WITNESS WHEREOF, the parties hereto have executed this Joint Exercise of Powers Agreement as of the day and year first above written.

City of Antioch

City of Mountain House

City of Brentwood

City of Oakley

City of Clayton

City of Orinda

Town of Danville

City of Pacifica

City of El Cerrito

City of Pinole

City of Gilroy

City of Pittsburg

City of Hercules

City of Pleasant Hill

City of Lafayette

City of San Pablo

City of Manteca

City of San Ramon

City of Martinez

City of Walnut Creek

Town of Moraga



## City of Gilroy

### STAFF REPORT

**Agenda Item Title: Open Meeting and Teleconference Requirements and Approval of Policy on Distributions to Public Participation During Remote or Hybrid Meetings**

Meeting Date: March 2, 2026  
 From: Andy Faber, City Attorney  
 Department: Administration  
 Submitted by: Kim Mancera, City Clerk  
 Prepared by: Kim Mancera, City Clerk

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#### STRATEGIC PLAN GOALS:

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#### RECOMMENDATION

1. Receive a report on updates regarding Senate Bill 707 (SB 707) amending the Ralph M. Brown Act; and
2. Adopt the City Council Policy on Disruptions of Telephonic or Internet Service During Public Meetings in compliance with Senate Bill 707.

#### EXECUTIVE SUMMARY

Senate Bill 707 (Durazo) amends the Ralph M. Brown Act and establishes new public access requirements for city council meetings beginning July 1, 2026. Among other provisions, the legislation requires the City to provide two-way remote participation options and to adopt a formal policy addressing disruptions to telephonic or internet service during public meetings.

The proposed policy establishes clear procedures for recessing, restoring service, and reconvening meetings in the event of a disruption. Adoption of the policy ensures the City of Gilroy remains compliant with state law and continues to support transparent and accessible public meetings.

## **BACKGROUND**

The Ralph M. Brown Act requires that, with limited exceptions, all meetings of a legislative body of a local agency be open and public and that all persons be permitted to attend and participate.

In 2025, the Legislature adopted Senate Bill 707 (Durazo), which amends the Brown Act and establishes additional teleconference and public access requirements for city councils and county boards of supervisors. The bill becomes operative on July 1, 2026, and remains in effect until January 1, 2030.

Beginning July 1, 2026, the Gilroy City Council will be required to:

- Provide members of the public with the option to attend meetings through a two-way telephonic service or a two-way audiovisual platform;
- Continue to provide live webcasting of meetings; and
- Translate meeting agendas into any language spoken by at least 20 percent of the City's population.

The City of Gilroy will utilize Zoom Webinar to provide public access to meetings. This platform allows remote participants to view and listen to the meeting and to provide public comment when allowed by the City Clerk. For both non-agenda public comment and comments on specific agenda items, in-person speakers will be called first, followed by remote participants. Remote participants will be audio-only and will not have the ability to enable video or share their screens.

SB 707 also requires that, on or before July 1, 2026, the City Council adopt a policy addressing disruptions to telephonic or internet service occurring during meetings. The policy must establish procedures for recessing and reconvening a meeting in the event of a service disruption and outline the good-faith efforts the City will make to restore service.

If telephonic or internet service fails and the public is unable to participate as a result, the meeting must be recessed while the City makes a good-faith effort to restore service. The City Council may not reconvene the open session of the meeting until at least one hour after the disruption or until service is restored, whichever occurs first. The City Council may meet in closed session during this period. If service has not been restored after one hour, the meeting may resume if the City Council adopts a finding by roll-call vote that good-faith efforts to restore telephonic or internet service have been made.

## **ANALYSIS**

Adoption of the City Council Policy on Disruptions of Telephonic or Internet Service

During Public Meetings ensures compliance with Senate Bill 707 and supports the City's commitment to transparency and public access. The policy establishes clear procedures for handling unexpected telephonic or internet service disruptions, minimizing confusion during meetings and helping to preserve the public's right to participate.

## **ALTERNATIVES**

None.

## **FISCAL IMPACT/FUNDING SOURCE**

While there is no direct fiscal impact of receiving the report and adopting this disruption policy, there are other related costs that will be incurred, both one-time and on-going, to provide the two-way audio/video capabilities to include equipment upgrade and subscription costs for software (Zoom or other). One-time costs are estimated to be about \$6,000 for equipment upgrade, and ongoing subscription cost for software are estimated to be \$3,800/year.

## **PUBLIC OUTREACH**

This item has been properly noticed on the City Council agenda in accordance with applicable open meeting requirements. Adoption of the policy occurs during a public meeting, providing members of the public an opportunity to review and comment on the proposed policy.

## **NEXT STEPS**

Prior to the July 1, 2026 deadline, and upon City Council adoption, staff will implement the policy for all applicable remote and hybrid meetings. The policy will be incorporated into the City's administrative procedures and shared with relevant staff responsible for meeting management and technology support. Staff will also monitor implementation and update procedures as needed to ensure continued compliance with state law and best practices through the duration of Senate Bill 707.

## **Attachments:**

1. City Council Policy on Disruptions of Telephonic or Internet Service During Public Meetings

# **City of Gilroy**

## **City Council Policy on Disruptions of Telephonic or Internet Service During Public Meetings**



**Adopted: XXX, 2026**

## **1. Background**

Senate Bill 707 (2025) amended the Brown Act to require eligible legislative bodies to adopt, on or before July 1, 2026, a policy addressing how the agency will respond to disruptions in telephonic or internet service that prevent members of the public from attending or observing a meeting remotely. This policy is adopted to comply with that requirement and to ensure continuity of public participation during technical disruptions.

## **2. Purpose**

This policy establishes procedures for responding to a disruption in the telephonic or internet services that provide two-way remote public access to meetings of the City of Gilroy City Council, as required by the Brown Act (Gov. Code § 54953.4). The policy ensures transparency, public participation, and continuity of government during technology disruptions.

## **3. Definitions**

For purposes of this policy:

- “Disruption” means any failure, outage, or other interruption that prevents members of the public from attending or observing the meeting via these remote access services.
- “Remote access services” means the two-way telephonic service and/or two-way audiovisual platform used to provide real-time remote public attendance and observation of meetings.

## **4. Applicability**

This policy applies to all open and public meetings of the City Council at which remote public participation is offered or required under the Brown Act.

## **5. Procedures in the Event of a Service Disruption**

### **5.1 Response to Service Disruption**

If the Presiding Officer or Clerk becomes aware of a disruption to the agency’s remote access services that prevents members of the public from attending or observing the meeting remotely:

1. The Presiding Officer or Clerk shall immediately announce the disruption to the public.
2. The Presiding Officer shall recess the open session of the meeting. Staff shall begin efforts to diagnose and restore the disrupted service.

3. The Council shall not reconvene the open session of the meeting until at least one hour following the disruption, or until telephonic or internet service is restored, whichever is earlier. The Council may meet in closed session during this period.

## **6. Reconvening the Open Session**

### **6.1 Timing**

The open session may be reconvened after at least one hour has elapsed from the time of disruption or as soon as service is restored, whichever occurs earlier.

### **6.2 If Service Is Restored**

If the remote access service is restored before or at the time the meeting reconvenes, the meeting shall continue as normal.

### **6.3 If Service Is *Not* Restored**

If service has not been restored after one hour, the City Council may reconvene and:

1. Adjourn the meeting; or
2. Continue the meeting in open session by adopting, by roll call vote, the following, or a substantially similar, finding:

“The City of Gilroy has made good faith efforts to restore telephonic or internet service in accordance with its adopted policy, and the public interest in continuing the meeting outweighs the public interest in remote public access.”

Upon adoption of the finding, the legislative body may continue the open session despite the fact that remote access services have not been restored.

## **7. Recordkeeping**

The Clerk shall enter a brief statement into the meeting minutes, including the following:

- The nature and time of the disruption.
- The restoration efforts undertaken.
- The time the meeting was reconvened (if applicable).
- Any finding adopted pursuant to Section 6.3.

## **8. Review and Updates**

This policy may be amended by the City Council at a noticed public meeting in open session, not on the consent calendar.