



CITY COUNCIL REGULAR MEETING AGENDA PACKET

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

MAYOR

Marie Blankley

COUNCIL MEMBERS

Rebeca Armendariz

Dion Bracco

Tom Cline

Zach Hilton

Carol Marques

Fred Tovar

MONDAY, JANUARY 8, 2024 | 6:00 PM

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

PUBLIC COMMENTS ON AGENDA ITEMS ARE TAKEN BEFORE THE CITY COUNCIL TAKES ACTION. [Please keep your comments to 3 minutes](#). Time restrictions may vary based on the Mayor's discretion.

Send written comments on any agenda item to publiccomments@cityofgilroy.org or City Hall, 7351 Rosanna Street, Gilroy, CA 95020. Comments received by 1 p.m. on the meeting day will be distributed to the City Council before the meeting. Comments are also available at 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 to help ensure that reasonable arrangements can be made.



If you dispute any planning or land use decision from this meeting in court, you may only raise issues you or someone else presented at this meeting's public hearing or in written letters to the City Council before the hearing. Be aware that the time to seek a judicial review of any final decision made at this meeting is defined by Section 1094.6 of the California Code of Civil Procedure.

During this meeting, a Closed Session may be called under Government Code Section 54956.9 (d)(2). This will happen if, in the City's legislative body's opinion (based on current facts, circumstances, and legal advice), there's a significant risk of a lawsuit against the City.

Additional materials submitted after agenda distribution are available on www.cityofgilroy.org as soon as possible.

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 translation assistance, contact the City Clerk 72 hours before the meeting at 408-846-0204 or 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.



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The agenda for this meeting is outlined as follows:

1. OPENING

- 1.1. Call to Order**
- 1.2. Pledge of Allegiance**
- 1.3. Invocation**
- 1.4. City Clerk's Report on Posting the Agenda**
- 1.5. Roll Call**
- 1.6. Orders of the Day**
- 1.7. Employee Introductions**

2. CEREMONIAL ITEMS - Proclamations and Awards

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 part of the meeting allows public address on non-agenda topics within the Council's jurisdiction. To speak, complete a Speaker's Card from the entrances and give it to the City Clerk. Speaking time ranges from 1-3 minutes based on the Mayor's discretion. Extended discussions or actions on non-agenda items are restricted by law. For Council action, the topic may be listed on a future agenda.

Email written comments on non-agenda topics to publiccomments@cityofgilroy.org or mail them to City Hall, 7351 Rosanna Street, Gilroy, CA 95020, by 1:00 p.m. on the meeting day. These comments, available at City Hall, will be shared with the Council and included in the meeting record. Late submissions will be shared as soon as possible. A 10-page limit applies to hard-copy materials, but electronic submissions are unlimited.

4. REPORTS OF COUNCIL MEMBERS

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

Council Member Armendariz – Downtown Committee, Santa Clara County Library Joint Powers Authority (*alternate*), Santa Clara Valley Habitat Agency Governing Board, Santa Clara Valley Habitat Agency Implementation Board, Silicon Valley Clean Energy Authority JPA Board (*alternate*), South County United for Health

Council Member Marques – ABAG, Downtown Committee, Gilroy Gardens Board of Directors, Santa Clara Valley Habitat Agency Governing Board, Santa Clara Valley Habitat Agency Implementation Board, SCRWA (*alternate*)

Council Member Hilton – CalTrain Policy Group (*alternate*), Silicon Valley Clean Energy Authority JPA Board, South County United for Health (*alternate*), VTA Policy Advisory Committee

Council Member Cline – Gilroy Economic Development Partnership (*alternate*), Gilroy Gardens Board of Directors (*alternate*), Gilroy Sister Cities Association, Gilroy Youth Task Force, Silicon Valley Regional Interoperability Authority Board, VTA Policy Advisory Committee (*alternate*), Visit Gilroy California Welcome Center Board, VTA Mobility Partnership Committee

Council Member Tovar – Downtown Committee, Gilroy Youth Task Force (*alternate*), Santa Clara County Expressway Plan 2040 Advisory Board, Santa Clara Valley Water Commission, SCRWA, South County Youth Task Force Policy Team

Mayor Blankley – ABAG (*alternate*), CalTrain Policy Group, Downtown Committee, Gilroy Economic Development Partnership, Gilroy Sister Cities Association (*alternate*), Gilroy Youth Task Force, Santa Clara Valley Water Joint Water Resources Committee, SCRWA, South County Youth Task Force Policy Team, VTA Board of Directors, VTA Mobility Partnership Committee

5. COUNCIL CORRESPONDENCE

6. FUTURE COUNCIL INITIATED AGENDA ITEMS

7. CONSENT CALENDAR

Items under the Consent Calendar are deemed routine and approved with one motion. If a Council member or a member of the public wishes for a separate discussion on an item, it must be requested for removal before the Council's approval vote. If removed, the item will be discussed in its original order.

7.1. Approval of the Action Minutes of the December 11, 2023 City Council Special Meeting

- 7.2. **Acceptance of the Annual Development Impact Fee Report for Fiscal Year 2022-2023 as Required under Government Code 66000**
- 7.3. **Approval of a First Amendment to the Agreement with Circlepoint, Inc. in the amount of \$32,252 for the Preparation of an Environmental Impact Report (EIR) for the Gilroy Data Center Project**
- 7.4. **Adoption of the Council Modified Resolution in Support of “Build the Future” (Childcare)**

8. BIDS AND PROPOSALS (NONE)

9. PUBLIC HEARINGS (NONE)

10. UNFINISHED BUSINESS

10.1. Annual Appointments to City Boards, Commissions, and Committees with Seats Vacant or Expired as of December 31, 2023

- 1. Staff Report: Thai Nam Pham, City Clerk
- 2. Public Comment
- 3. Possible Action:

Fill vacancies for various commissions with terms expiring between 2024 and 2027.

11. INTRODUCTION OF NEW BUSINESS

11.1. City of Gilroy Donation and Fundraising Policy

- 1. Staff Report: Bryce Atkins, Assistant to the City Administrator
- 2. Public Comment
- 3. Possible Action:

Council review and provide direction regarding the draft Donation Policy.

11.2. City Council Downtown Committee (Part 1) - Subcommittee Reports and Recommendations – Plywood Removal and Vacancy Ordinances

- 1. Staff Report: Gilroy Downtown Committee
- 2. Public Comment
- 3. Possible Action:

Council discussion and direction regarding the report and recommendations provided by the Downtown Committee’s Plywood Removal and Vacancy Ordinance Subcommittees.

11.3. Police Department Axon Program and Community Survey Update

- 1. Staff Report: Pedro Espinoza, Police Chief
- 2. Public Comment
- 3. Possible Action:

Receive report.

11.4. Consent to the Appointment of Heath McMahon as Utilities Director

1. Staff Report: LeeAnn McPhillips, Administrative Services and Human Resources Director / Risk Manager
2. Public Comment
3. Possible Action:

Consent to the City Administrator's recommendation to appoint Heath McMahon to the department head position of Utilities Director.

12. CITY ADMINISTRATOR'S REPORTS

12.1. Gilroy Garlic Festival Memorial Update

13. CITY ATTORNEY'S REPORTS

14. ADJOURNMENT

FUTURE MEETING DATES

January 2024

22 Regular Meeting - 6:00 p.m

February 2024

5 Regular Meeting - 6:00 p.m

26 Regular Meeting - 6:00 p.m

March 2024

4 Regular Meeting - 6:00 p.m

18 Regular Meeting - 6:00 p.m

Meetings are live streamed on the City of Gilroy's website at gilroy.city/meetings and on YouTube at <https://bit.ly/45jor03>.

Access the 2024 City Council Meeting Calendar at <https://bit.ly/3LLzY1n>.

**7.1. Approval of the Action Minutes of the December 11, 2023 City Council
Special Meeting**

**City of Gilroy
City Council Special Meeting Minutes
Monday, December 11, 2023 | 6:00 PM**

1. OPENING

1.1. Call to Order

The meeting was called to order by Mayor Blankley at 6:00 PM.

1.2. Pledge of Allegiance

Council Member Armendariz led the Pledge of Allegiance.

1.3. Invocation

Pastor Malcolm MacPhail provided the Invocation.

1.4. City Clerk's Report on Posting the Agenda

City Clerk Pham reported on the Posting the Agenda.

1.5. Roll Call

Attendance	Attendee Name
Present	Rebeca Armendariz, Council Member Dion Bracco, Mayor Pro Tempore Tom Cline, Council Member Zach Hilton, Council Member Carol Marques, Council Member Fred Tovar, Council Member Marie Blankley, Mayor
Absent	None

1.6. Orders of the Day

Mayor Blankley requested that Item 2.3 be done after 2.1, followed by 2.2.

1.7. Employee Introductions

Police Chief Espinoza introduced Public Safety Coordinator Katie Povio.

2. CEREMONIAL ITEMS - Proclamations and Awards

2.3. Retirement Recognition and Proclamation for Gilroy Staff

Mayor Blankley read aloud retirement proclamations for Planner II Melissa Durkin, Senior Planner Kraig Tambornini, and Community Service Officer Maria Cabatingan.

2.1. Recognition of Christopher High School Student Aryan Ganesh, 2023 STEM Winner at the Santa Clara County 2023 Synopsys Championship Science Fair

Santa Clara Valley Science and Engineering Fair Association Board Member accepted the recognition from the Council.

2.2. Presentation by Visit Gilroy

Visit Gilroy Executive Director Frank Johnson provided his presentation to Council.

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

Mayor Blankley opened Public Comment. The following speakers spoke on items that were not on the agenda:

Donald Perino discussed various topics, including local Gilroy history, tree planting efforts, personal experiences at a dog park meeting, opinions on international politics and historical events involving U.S. Secretaries of State, and the need for strong American leadership in addressing global conflicts and war crimes.

Christine West, representing the Gilroy Veterans Day Parade Committee, expressed gratitude towards the city for its support in the successful Veterans Day Parade, highlighting the increase in parade entries, thanking specific city council members and staff for their contributions, and inviting everyone to participate in the next parade scheduled for Saturday, November 9th, despite Veterans Day falling on Monday, November 11th, in 2024.

Abir Bhattacharyya shared his experience of a deer-vehicle collision in Santa Teresa, raised concerns about frequent deer accidents in the area, and suggested implementing safety measures like signage or lighting to protect wildlife.

Robert Zepeda discussed his skepticism about a local newspaper editorial advocating for private citizens to offer land for tiny homes to help the homeless, expressing concerns about property rights and societal contributions. He also highlighted an initiative called the Protect Kids of California Act of 2024, urging everyone to read more about it and support its inclusion on the ballot.

Mattie Scariot, Director of the Poppy Jasper International Film Festival, reported the festival's growth with nearly a thousand submissions from 50 countries and announced plans to host 260 films in 16 venues across five cities, highlighting a new major media sponsorship for widespread promotion.

There being no further speakers, Mayor Blankley closed Public Comment.

4. REPORTS OF COUNCIL MEMBERS

Council Member Bracco had no report.

Council Member Armendariz reported attending various events throughout the City.

Council Member Marques reported on the Downtown Committee.

Council Member Hilton on VTA Policy Advisory Committee.

Council Member Cline had no report.

Council Member Tovar had no report.

Mayor Blankley reported on VTA Board of Directors.

5. COUNCIL CORRESPONDENCE

There were none.

6. FUTURE COUNCIL INITIATED AGENDA ITEMS

Mayor Blankley requested the Council to direct staff to propose a process for future council-initiated agenda items, emphasizing the need for a minimum amount of information to be provided by council members for each proposed item to ensure clarity and understanding of what is being presented. Her request received majority support.

7. BOARD AND COMMISSION INTERVIEWS

7.1. Interviews for Open Seats on Boards, Commissions, and Committees with Future Appointment on January 8, 2024

Council accepted the late applications that were received after the December 1, 2023 deadline and interviewed candidates.

8. CONSENT CALENDAR

Council Member Bracco requested Item No. 8.2 to be pulled from the Consent Calendar.

Mayor Blankley opened Public Comment. There being no speakers, Mayor Blankley closed Public Comment.

8.1. Approval of the Action Minutes of the December 4, 2023 City Council Regular Meeting

Motion: Approve the Action Minutes of the December 4, 2023 City Council Regular Meeting

RESULT: Pass

MOVER: Fred Tovar, Council Member

SECONDER: Tom Cline, Council Member

AYES: Council Member Armendariz, Mayor Pro Tempore Bracco, Council Member Cline, Council Member Hilton, Council Member Marques, Council Member Tovar, Mayor Blankley

NAYS: None

ABSENT: None

8.2. Resolution of Support for Caltrans Sustainable Communities Grant Application to Fund the City of Gilroy Greenhouse Gas/Vehicle Miles Traveled Reduction Program

Community Development Director Goei responded to Council Member questions.

Mayor Blankley opened Public Comment.

Ron Kirkish expressed concern about the association of Vehicle Miles Traveled (VMT) with potential new taxes, referencing a 2020 Tax Foundation report and citing personal calculations of significant tax implications for himself and his wife.

He also expressed skepticism about government transparency in implementing such taxes and referenced recent climate change conferences to highlight perceived inconsistencies in environmental policy.

Motion: Adopt the Resolution

RESULT: Pass

MOVER: Rebeca Armendariz, Council Member

SECONDER: Zach Hilton, Council Member

AYES: Council Member Armendariz, Council Member Cline, Council Member Hilton, Council Member Marques, Mayor Blankley

NAYS: Mayor Pro Tempore Bracco, Council Member Tovar

ABSENT: None

Enactment No.: Resolution No.: 2023-67

9. BIDS AND PROPOSALS

9.1. Award the Purchase of a Rosenbauer Type VI Fire Engine in the Amount of \$377,179.86 Utilizing Sourcewell Tag-On Contract No. 113021-RSD

Assistant City Administrator LeeAnn McPhillips provided staff presentation and responded to Council Member questions.

Mayor Blankley opened Public Comment. There being no speakers, Mayor Blankley closed Public Comment.

Motion: Award the purchase of a Rosenbauer Type VI Fire Engine in the amount of \$377,179.86 utilizing Sourcewell Contract No. 113021-RSD and authorize the City Administrator to execute the purchase contract documents.

RESULT: Pass

MOVER: Fred Tovar, Council Member

SECONDER: Rebeca Armendariz, Council Member

AYES: Council Member Armendariz, Mayor Pro Tempore Bracco, Council Member Cline, Council Member Marques, Council Member Tovar, Mayor Blankley

NAYS: None

ABSENT: Council Member Hilton

10. PUBLIC HEARINGS

There were none.

11. UNFINISHED BUSINESS

There were none.

12. INTRODUCTION OF NEW BUSINESS

12.1. Selection of Mayor Pro Tempore

Mayor Blankley opened Public Comment. There being no speakers, Mayor Blankley closed Public Comment.

Motion: Elect Council Member Marques to the position of Mayor Pro Tempore to serve until a successor is elected.

RESULT: Pass

MOVER: Dion Bracco, Mayor Pro Tempore

SECONDER: Fred Tovar, Council Member

AYES: Council Member Armendariz, Mayor Pro Tempore Bracco, Council Member Cline, Council Member Hilton, Council Member Marques, Council Member Tovar, Mayor Blankley

NAYS: None

ABSENT: None

12.2. Mayoral Appointments of Council Members to Serve in Regional Representative Seats and Seats on Local Boards and Committees

Mayor Blankley opened Public Comment. There being no speakers, Mayor Blankley closed Public Comment.

Motion: Approve representative seat assignments as determined by Mayor Blankley.

RESULT: Pass

MOVER: Dion Bracco, Mayor Pro Tempore

SECONDER: Carol Marques, Council Member

AYES: Council Member Armendariz, Mayor Pro Tempore Bracco, Council Member Cline, Council Member Hilton, Council Member Marques, Council Member Tovar, Mayor Blankley

NAYS: None

ABSENT: None

12.3. Resolution in Support of “Build the Future” (Affordable Childcare)

Council Member Armendariz led the discussion on the item and responded to Council Member questions.

Mayor Blankley opened Public Comment.

Ana Mendoza urged Council to pass a resolution for affordable childcare, highlighting the financial struggles faced by families of varying income levels due to high costs and rising living expenses.

Ana Rocha requested support for fellow childcare providers and expressed concern for mothers unable to access childcare programs, which impacts their ability to work.

Amador Leal voiced concerns about the universal pre-K program's potential requirement to double teacher qualification units, stressing its impact on staffing challenges and the daycare's ability to enroll children, particularly affecting single mothers in the teaching workforce.

Elizabeth Hoiberg highlighted her 16-year commitment to helping families access childcare subsidies and expressed concern about the underrecognition of local providers' efforts, along with the challenges of trespassing and break-ins at her facility.

Maria Watkins praised Tiny Tots Childcare and its owner for their significant support in helping her access childcare subsidies, enabling her to work and improve her situation.

Aisha Valenzuela shared her positive experience with Tiny Tots, highlighting the efficient process of receiving subsidies through the program and the easy recertification process, as well as her trust and comfort with the daycare and its owner. She also read statements from other parents who echoed similar sentiments about the ease of accessing childcare support and the helpfulness of Tiny Tots.

There being no further speakers, Mayor Blankley closed Public Comment.

Council discussion ensued on the item. Council Member Cline proposed the following changes to the proposed resolution:

- Title of the resolution to read as ***Resolution of the City Council of the City of Gilroy Joining "Build the Future Santa Clara County" to Advocate for Collaborative and Comprehensive Solutions to Advance Child Care Options.***
- Remove fourth paragraph.
- Remove the wording "investing in" in the sixth paragraph.
- Reword the eighth paragraph clause to read as "Whereas, broadly accessible, high-quality child care benefits the local economy; and".
- Reword the ninth paragraph clause to read as "Whereas, the child care sector supports all working families regardless of race, ethnicity, or minority group; and".
- Remove the tenth paragraph altogether.
- Replace "Resolved" with "Therefore, be it resolved" in the 11th paragraph.
- Add the words "to the extent possible after "child care facilities" in the 12th paragraph.
- Reword the 14th paragraph to read to "Resolved that the City of Gilroy joins with Build the Future Santa Clara County in advocating for comprehensive and collaborative solution that address improving accessibility to child care for working families in our community."

Motion: Revise the proposed wording of the draft resolution as proposed by Council Member Cline, have staff review the revised wording, and bring it back for the council's consideration.

RESULT: Pass

MOVER: Tom Cline, Council Member

SECONDER: Marie Blankley, Mayor

AYES: Mayor Pro Tempore Bracco. Council Member Cline. Council Member Marques, Mayor Blankley

NAYS: Council Member Armendariz. Council Member Hilton. Council Member Tovar

ABSENT: None

12.4. Receive Quarterly Financial Report for the First Quarter of Fiscal Year 2023-24 (FY24) and Adopt a Resolution Amending the Appropriations for Police Grant Funds

Finance Director Sangha provided staff presentation and responded to Council Member questions.

Mayor Blankley opened Public Comment. There being no further speakers, Mayor Blankley closed Public Comment.

Motion: Adopt a Resolution of the City Council of the City of Gilroy Amending the Appropriations for FY24.

RESULT: Pass

MOVER: Dion Bracco, Mayor Pro Tempore

SECONDER: Tom Cline, Council Member

AYES: Council Member Armendariz, Mayor Pro Tempore Bracco, Council Member Cline, Council Member Hilton, Council Member Marques, Council Member Tovar, Mayor Blankley

NAYS: None

ABSENT: None

Enactment No.: Resolution No.: 2023-68

12.5. Development of Parklet Program and Extension of Temporary Outdoor Dining Parklet

Community Development Director Goei provided staff presentation and responded to Council Member questions.

Mayor Blankley opened Public Comment.

Terence Fugazzi cautioned against rushing into city planning decisions that could significantly impact local businesses. He suggested postponing new initiatives for six to ten months to observe downtown developments and to gather more input from business owners, emphasizing the need for thoughtful planning and consideration of existing challenges and commitments.

There being no further speakers, Mayor Blankley closed Public Comment.

Council directed staff to survey eating and drinking establishments along with building owners in Downtown Gilroy (as defined 4th to 7th, Egleberry to Railroad) if there is an interest in building parklets if given an opportunity of the City having a parklet program with the three criteria: the construction cost, maintenance, and tax implications; and not extend the Temporary Outdoor Dining Parklet for Station 55.

13. CITY ADMINISTRATOR'S REPORTS

13.1. Update on Gourmet Alley Project

13.2. 2023 Year in Review

City Administrator Forbis provided City Administrator's Report.

14. CITY ATTORNEY'S REPORTS

There were none.

15. CLOSED SESSION

Mayor Blankley opened Public Comment. There being no speakers, Mayor Blankley closed Public Comment.

A motion was made to go into Closed Session. The motion received unanimous approval.

Mayor Blankley recessed the regular meeting at 9:34 PM.

Mayor Blankley reconvened the Council into Closed Session at 9:38 PM.

15.1. Conference with Legal Counsel – Existing Litigation; Paragraph (1) of Subdivision (d) of 54956.9 and Gilroy City Code Section 17A.11(3)(a); Case Names:

1. **WENDY TOWNER; FRANCISCO AGUILERA; NICK MCFARLAND; JUSTIN BATES; BRYNN OTA-MATTHEWS; GABRIELLA GAUS; HARRY DE LA VEGA; BARBARA V. AGUIRRE; ALBERTO ROMERO; BARBARA J. AGUIRRE; LESLEY SANCHEZ, a minor, by and through her Guardian ad Litem Diana Galindo; and LESLIE ANDRES, a minor, by and through her Guardian ad Litem Laura Rodriguez, Plaintiffs, vs. GILROY GARLIC FESTIVAL ASSOCIATION, INC., a California Nonprofit Corporation; FIRST ALARM SECURITY & PATROL, INC., a California Corporation; CITY OF GILROY; and DOES 1 to 100, inclusive, Defendants; Santa Clara County Superior Court; Case No. 19CV358256; Filed November 12, 2019, Fifth Amended Complaint: July 23, 2021**
2. **VERONICA HENDERSON, Plaintiffs, vs. GILROY GARLIC FESTIVAL ASSOCIATION, INC., a California Nonprofit Corporation; FIRST ALARM SECURITY & PATROL, INC., a California Corporation; CITY OF GILROY; CENTURY ARMS, INC.; and DOES 1 to 125, inclusive, Defendants; Santa Clara County Superior Court; Case No. 19CV358256; Filed: October 30, 2020, Second Amended Complaint: July 18, 2022**
3. **JUAN SALAZAR; LORENA SALAZAR; LYANN SALAZAR, a minor, by and through her Guardian ad Litem Juan Salazar; EDUARDO PONCE; and DASHA PIMENTAL, a minor, by and through her Guardian ad Litem Eduardo Ponce, Plaintiffs, vs. GILROY GARLIC FESTIVAL ASSOCIATION, INC., a California Nonprofit Corporation; FIRST ALARM SECURITY & PATROL, INC., a California Corporation; CITY OF GILROY; CENTURY ARMS, INC.; and DOES 1 to 125, inclusive, Defendants; Santa Clara County Superior Court; Case No. 19CV358256; Filed: September 10, 2020, Third Amended Complaint: July 27, 2021**

No reportable action.

16. ADJOURN TO OPEN SESSION

Mayor Blankley reported out on Closed Session as shown above.

17. ADJOURNMENT

The meeting was adjourned by Mayor Blankley at 9:44 PM.

I HEREBY CERTIFY that the foregoing minutes were duly and regularly adopted at a regular meeting of the City Council of the City of Gilroy.

/s/Thai Nam Pham, MMC, CPMC
City Clerk

DRAFT

7.2. Acceptance of the Annual Development Impact Fee Report for Fiscal Year 2022-2023 as Required under Government Code 66000



City of Gilroy

STAFF REPORT

Agenda Item Title: Acceptance of the Annual Development Impact Fee Report for Fiscal Year 2022-2023 as Required under Government Code 66000

Meeting Date: January 8, 2024

From: Jimmy Forbis, City Administrator

Department: Finance

Submitted By: Harjot Sangha, Finance Director

Prepared By: Harjot Sangha, Finance Director

STRATEGIC PLAN GOALS

Develop a Financially Resilient Organization

RECOMMENDATION

Accept and file the annual development impact fee report for Fiscal Year 2022-2023.

EXECUTIVE SUMMARY

In accordance with the Mitigation Fee Act (Act), Government Code 66000 et seq., the City must annually review and make a public report on development impact fees. As such, the attached report is prepared and made available in accordance with the required provisions of the State law.

BACKGROUND

The Mitigation Fee Act, Government Code 66000 et seq., (adopted as AB 1600 and commonly referred to as “AB 1600 requirements”) governs the establishment and administration of development impact fees paid by new development projects for public facilities needed to serve new development.

Fees must be separately accounted for and used for the specific purpose for which the fee was established and imposed. The City’s adopted development impact fees are listed on page 7 of the attachment. Expenditures are authorized by Council through

annual capital and operating budgets and committed via the City's five-year capital improvement program.

ANALYSIS

This report is for information purposes only. The establishment of fees and expending of fee-generated revenue occurs in separate Council actions. The revenues and expenditures for FY23 (July 1, 2022, through June 30, 2023) are noted on each impact fee fund's respective statement in the attached report.

FISCAL IMPACT/FUNDING SOURCE

This report has no direct fiscal impacts as this report only provides information describing each development impact fee and a list of revenues, expenditures, and fund balance for each impact fee fund. The preparation of this report is an annual workplan item of the Finance Department.

Attachments:

1. Gilroy Impact Fee Report Fiscal Year 2022-2023

City of Gilroy Impact Fee Revenues and Expenditures For Fiscal Year 2022/23
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FUND 410 - Storm Drain Development Impact Fee	Account Number	FY22/23 AB 1600
<u>Revenues</u>		
Storm Drain Development Impact Fees	4105500 45150	\$ 34,005
Bank Interest	4105500 46110	21,044
Interfund Transfer Interest Income	4105500 46210	11,635
Transfer from General Fund	4105500 48110	1,196
Total Revenues		<u>\$ 67,880</u>
<u>Expenditures</u>		
Contractual Services	4105500 51630	2,545
Overhead Expenses	4105500 54150	194
Total Expenditures		<u>\$ 2,739</u>
Revenues Less Expenditures		\$ 65,140
Fund Balance as of June 30, 2022		<u>2,091,686</u>
Fund Balance as of June 30, 2023		<u><u>\$ 2,156,826</u></u>

Relationship between and purpose for which fee is charged:

Fees are to finance the construction of drainage collection and conveyance systems in conformance with the Gilroy Storm Drain Master Plan in order to accommodate development of new residential, commercial, and industrial uses as well as expand system capacity. Projects are identified and undertaken in compliance with updated and approved master plans based on population projections, the General Plan policies, land use needs, and other standards approved by the City Council.

Storm Drain Impact Fee charges are as follows:

Residential - Low Density	\$598/acre
Residential - High Density	\$940/acre
Commercial	\$1,621/acre
Commercial-Assembly Hall	\$598/acre
Industrial	\$1,197/acre

City of Gilroy Impact Fee Revenues and Expenditures For Fiscal Year 2022/23
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FUND 420 - Street Tree Development Impact Fee	Account Number	FY22/23 AB 1600
<u>Revenues</u>		
Street Tree Development Impact Fees	4205500 45150	\$ 8,008
Bank Interest	4205500 46110	2,365
Transfer from General Fund	4205500 48110	27
Total Revenues		<u>\$ 10,400</u>
<u>Expenditures</u>		
Program Expenses		-
Overhead Expenses		-
Total Expenditures		<u>\$ -</u>
Revenues Less Expenditures		\$ 10,400
Fund Balance as of June 30, 2022		<u>140,053</u>
Fund Balance as of June 30, 2023		<u><u>\$ 150,453</u></u>

Relationship between and purpose for which fee is charged:

The Street Tree Development Impact Fund collects a front footage fee to plant trees in new developments.

Street Trees Impact Fee charges are as follows:

City Planting and Replacement	\$3.68/ff
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City of Gilroy Impact Fee Revenues and Expenditures For Fiscal Year 2022/23
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FUND 425 - Traffic Impact Fee	Account Number	FY22/23 AB 1600
<u>Revenues</u>		
Traffic Impact Fees	4255500 45150	\$ 3,465,903
Bank Interest	4255500 46110	302,563
Transfer from General Fund	4255500 48110	48,769
Total Revenues		<u>\$ 3,817,235</u>
<u>Expenditures</u>		
Audit Services	4255500 51620	2,500
Contractual Services	4255500 51630	2,545
Office/Computer Supplies	4255500 52110	544
CIP - Tenth at Uvas Creek Bridge	4255500 53135/53142	231,990
CIP - Cohansey/Monterey	4255500 53135/53142	378
CIP - W. Luchessa Ave from Tenth St. to Cimino St.	4255500 53135/53142	443,393
CIP - W. Luchessa Ave from Cimino St. o Greenfield Dr.	4255500 53135/53142	84,522
CIP - Tenth St. from W. Luchessa Ave to Uvas Creek	4255500 53135/53142	602,125
CIP - Roundabout @ Tenth St. and W. Luchessa Ave.	4255500 53135/53142	319,896
CIP - Roundabout @ Santa Teresa Blvd and Tenth St.	4255500 53135/53142	2,352,452
Overhead Charges	4255500 54150	26
Total Expenditures		<u>\$ 4,040,371</u>
Revenues Less Expenditures		\$ (223,136)
Fund Balance as of June 30, 2022		<u>17,488,071</u>
Fund Balance as of June 30, 2023		<u><u>\$ 17,264,934</u></u>

Relationship between and purpose for which fee is charged:

Fees are to finance the construction of streets, bridges, interchanges and traffic signals as identified in the City's General Plan Circulation Element to accommodate development of new residential, commercial, and industrial uses for the purpose of expanding transportation system capacity. Projects are completed in conformance with approved master plans based on the General Plan, population projections, land use, and other standards approved by the City Council.

Traffic Impact Fee charges are as follows:

Residential - Low Density	\$13,012/unit
Residential - High Density	\$10,548/unit
Commercial - Low Traffic	\$14,397/ksf
Commercial - High Traffic	\$29,082/ksf
Industrial - General	\$5,705/ksf
Industrial - Warehouse	\$4,135/ksf

City of Gilroy Impact Fee Revenues and Expenditures For Fiscal Year 2022/23
--

FUND 430 - Sewer Development Impact Fee	Account Number	FY22/23 AB 1600
<u>Revenues</u>		
Sewer Development Impact Fees	4305500 45150	\$ 1,122,624
Bank Interest	4305500 46110	233,678
Transfer from Interest Income	4305500 46210	10,950
Transfer from General Fund	4305500 48110	28,351
Total Revenues		<u>\$ 1,395,602</u>
<u>Expenditures</u>		
Contractual Services	4305500 51630	\$ 2,545
Interfund Transfer Out	4305500 54110	1,543,668
Overhead Expenses	4305500 54150	14,505
Audit Services	4305500 51620	2,500
Total Expenditures		<u>\$ 1,563,218</u>
Revenues Less Expenditures		\$ (167,616)
Fund Balance as of June 30, 2022		<u>16,063,074</u>
Fund Balance as of June 30, 2023		<u><u>\$ 15,895,458</u></u>

Relationship between and purpose for which fee is charged:

Fees are to finance the construction of expanded sewer collection, treatment and conveyance systems as identified in the Sewer Master Plan in order to accommodate development of new residential, commercial, and industrial uses based on standards adopted by the City Council.

Sewer Development Impact Fee charges are as follows:

Residential - Low Density	\$13,262/unit
Residential - High Density	\$7,176/unit
Commercial	\$4,197/cgpd
Industrial	\$4,197/cgpd

City of Gilroy Impact Fee Revenues and Expenditures For Fiscal Year 2022/23
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FUND 435 - Water Development Impact Fee	Account Number	FY22/23 AB 1600
<u>Revenues</u>		
Water Development Impact Fees	4355500 45150	\$ 317,576
Bank Interest	4355500 46110	100,028
Transfer from General Fund	4355500 48110	5,893
Total Revenues		<u>\$ 423,497</u>
<u>Expenditures</u>		
Contractual Services	4355500 51630	2,545
CIP - McCarthy Well Project	4355500 53142	304,913
Overhead Expenses	4355500 54150	6
Audit Services	4355500 51620	600
Total Expenditures		<u>\$ 308,064</u>
Revenues Less Expenditures		\$ 115,433
Fund Balance as of June 30, 2022		<u>6,053,344</u>
Fund Balance as of June 30, 2023		<u><u>\$ 6,168,777</u></u>

Relationship between and purpose for which fee is charged:

Fees are to finance the construction of improvements and expansion of water production, transmission, distribution and storage systems within Pressure Zone 1 as described in the Water Master Plan. This includes costs necessary to accommodate the capacity requirements of new residential, commercial and industrial uses and in accordance with the General Plan, population increase projections and other standards established by the City Council.

Water Development Impact Fee charges are as follows:

Residential - Low Density	\$4,556/unit
Residential - High Density	\$1,843/unit
Commercial	\$7,141/kgpd
Industrial	\$7,141/kgpd

City of Gilroy Impact Fee Revenues and Expenditures For Fiscal Year 2022/23
--

FUND 440 - Public Facilities Impact Fee	Account Number	FY22/23 AB 1600
<u>Revenues</u>		
Public Facilities Impact Fees	4405500 45150	\$ 2,073,786
Bank Interest	4405500 46110	60,303
Interfund Transfer In	4405500 48110	40,763
Total Revenues		<u>\$ 2,174,852</u>
<u>Expenditures</u>		
Interfund Interest Expense	4405500 58125	58,858
Interfund Transfer Out	4405500 54110	3,188,031
Contractual Services	4405500 51630	6,428
Audit Services	4405500 51620	2,500
Total Expenditures		<u>\$ 3,255,817</u>
Revenues Less Expenditures		\$ (1,080,965)
Fund Balance as of June 30, 2022*		<u>30,550</u>
Fund Balance as of June 30, 2023*		<u><u>\$ (1,050,415)</u></u>

Relationship between and purpose for which fee is charged:

Fees are to finance the construction of parks, police, fire, library, and other recreational facilities as identified in the Public Facilities Master Plan based on the need to expand City facility capacity to accommodate new development and pursuant to standards approved by the City Council.

Public Facility Impact charges are as follows:

Residential - Low Density	\$22,617/unit
Residential - High Density	\$19,028/unit
Commercial	\$3,408/ksf
Industrial	\$1,510/ksf

**Note that in 2008 the City purchased the Gilroy Gardens Property for \$13.7 million, of which there is a remaining balance of approximately \$4.0 million. The Fund Balance above includes the remaining loan payable amount. This amount is shown as a liability, resulting in the negative balance stated above. Actual cash balance, excluding the non-current portion of the loan payable, in the fund at June 30, 2023 is \$3.0 million.*

City of Gilroy Impact Fee Schedule Summary For Fiscal Year 2022/23
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FUND 410 - Storm Drain Development Impact Fee

Residential - Low Density	\$598/acre
Residential - High Density	\$940/acre
Commercial	\$1,621/acre
Commercial-Assembly Hall	\$598/acre
Industrial	\$1,197/acre

FUND 420 - Street Tree Development Impact Fee

City Planting and Replacement	\$3.68/ff
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FUND 425 - Traffic Impact Fee

Residential - Low Density	\$13,012/unit
Residential - High Density	\$10,548/unit
Commercial - Low Traffic	\$14,397/ksf
Commercial - High Traffic	\$29,082/ksf
Industrial - General	\$5,705/ksf
Industrial - Warehouse	\$4,135/ksf

FUND 430 - Sewer Development Impact Fee

Residential - Low Density	\$13,262/unit
Residential - High Density	\$7,176/unit
Commercial	\$4,197/cgpd
Industrial	\$4,197/cgpd

FUND 435 - Water Development Impact Fee

Residential - Low Density	\$4,556/unit
Residential - High Density	\$1,843/unit
Commercial	\$7,141/kgpd
Industrial	\$7,141/kgpd

FUND 440 - Public Facilities Impact Fee

Residential - Low Density	\$22,617/unit
Residential - High Density	\$19,028/unit
Commercial	\$3,408/ksf
Industrial	\$1,510/ksf

**7.3. Approval of a First Amendment to the Agreement with Circlepoint, Inc.
in the amount of \$32,252 for the Preparation of an Environmental
Impact Report (EIR) for the Gilroy Data Center Project**



City of Gilroy

STAFF REPORT

Agenda Item Title: **Approval of a First Amendment to the Agreement with Circlepoint, Inc. in the amount of \$32,252 for the Preparation of an Environmental Impact Report (EIR) for the Gilroy Data Center Project**

Meeting Date: January 8, 2024
 From: Jimmy Forbis, City Administrator
 Department: Community Development
 Submitted By: Sharon Goei, Community Development Director
 Prepared By: Monica Sendejas, Management Analyst

STRATEGIC PLAN GOALS

Not Applicable

RECOMMENDATION

Approve a First Amendment to the Agreement with Circlepoint, Inc. in the amount of \$32,252.05 for the preparation of an Environmental Impact Report (EIR) for the Gilroy Data Center Project for a total project cost of \$207,252.05 and authorize the City Administrator to execute the contract amendment and associated documents.

EXECUTIVE SUMMARY

The applicant for the Gilroy Data Center project, Amazon Web Services (AWS), requested and will pay for additional tasks that the EIR consultant, Circlepoint, Inc., must perform to be able to complete the preparation of an EIR for the project. Staff recommends that Council approve a First Amendment to the Agreement with Circlepoint, Inc. in the amount of \$32,252.05, for a total project cost of \$207,252.05, and authorize the City Administrator to execute the contract amendment and associated documents.

BACKGROUND

Amazon Web Services submitted an application to construct and operate a data center on an industrial-zoned vacant property located on Camino Arroyo near the Gilroy

Approval of a First Amendment to the Agreement with Circlepoint, Inc. in the amount of \$32,252 for the Preparation of an Environmental Impact Report (EIR) for the Gilroy Data Center Project

Outlets. The 50-acre Gilroy Data Center project will consist of the following components to be constructed in two phases:

- Two data center buildings and one security building totaling approximately 438,500 square feet;
- Backup electricity generating facilities to provide electricity to critical data center operations in the event of a loss of utility power;
- Two battery energy storage systems;
- A new substation/switchyard and a double circuit transmission upgrade;
- A new recycled water pipeline;
- Ancillary utility infrastructure for connection to existing stormwater and potable water pipelines;
- Security fencing;
- General site grading, stormwater, and landscaping.

As a new development on vacant land of this scale, an Environmental Impact Report (EIR) must be prepared for the project. Following a Request for Proposals (RFP) process, the City Council awarded a contract to Circlepoint, Inc. ("Consultant") on June 6, 2022, in the amount of \$175,000 (base budget of \$158,988 and a contingency budget of \$16,012). The contract was executed on June 27, 2022.

ANALYSIS

During the development of the administrative draft of the EIR, several technical reports were identified by City staff and the Consultant for additional review following the peer review of these reports as identified in the scope of work for the EIR contract. Upon sharing this information and requesting additional analysis from the applicant, Amazon requested a number of meetings to address and question the methodology and outcomes of the new technical analysis, which differed from the approach by Amazon's technical team. While the cost of the contract is increasing, the cost for both the EIR consultant's and staff's time will be borne by the applicant/developer, Amazon Web Services. The following outlines the additional tasks that were requested by the applicant and will be paid for by the applicant:

- Attend nine (9) additional meetings and prepare an agenda and slides for the scoping meeting presentation with additional meeting(s) anticipated.
- Conduct two additional reviews and coordinate the required revisions for each version of the Air Quality Impact Assessment (AQIA).
- Coordinate with Hexagon Transportation Consultants, Inc. to walk the City through their peer review of the original transportation analysis provided by the applicant and to ultimately prepare a new assessment to support the EIR. Circlepoint, Inc. will review and incorporate a new memorandum prepared by Hexagon Transportation Consultants, Inc., into the EIR.

The above-mentioned tasks are required for Circlepoint, Inc. to be able to complete the preparation of an Environmental Impact Report (EIR) for the Gilroy Data Center

Approval of a First Amendment to the Agreement with Circlepoint, Inc. in the amount of \$32,252 for the Preparation of an Environmental Impact Report (EIR) for the Gilroy Data Center Project

Project.

The tasks described above exceed the original contract and contingency budget. It is recommended that the City Council approve the First Amendment to the Agreement with Circlepoint, Inc. in the amount of \$32,252.05 (paid by the applicant) for preparation of an EIR for the Gilroy Data Center Project for a total project cost of \$207,252.05 and authorize the City Administrator to execute the contract amendment and associated documents.

ALTERNATIVES

The City Council may choose not to approve the amendment to the contract. If not approved, Circlepoint, Inc. would not be able to complete the EIR for the Gilroy Data Center Project adequately. Staff does not recommend this action.

FISCAL IMPACT/FUNDING SOURCE

Staff does not anticipate any net costs to the City as this is an applicant-paid project.

Attachments:

1. Draft Circlepoint Agreement for Services AWS 2022 – First Amendment
2. Signed Circlepoint Agreement for Services AWS 2022

**FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES BETWEEN THE CITY OF
GILROY AND CIRCLEPOINT, INC.**

WHEREAS, the City of Gilroy, a municipal corporation (“City”), and Circlepoint, Inc. entered into that certain agreement entitled Agreement for Services, effective on 6/27/2022, hereinafter referred to as “Original Agreement”; and

WHEREAS, City and Circlepoint, Inc. have determined it is in their mutual interest to amend certain terms of the Original Agreement.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. Article 1. Term of the Agreement of the Original Agreement shall be amended to read as follows:

“This agreement will become effective on June 27, 2022 and will continue into effect through December 31, 2024 unless terminated in accordance with the provisions of **Article 7** of this Agreement.”

2. Article 3, Section A (Specific Services) of the Original Agreement shall be amended to include Exhibit “B-1” (“Scope of Services”).

3. Article 4, Section A (Consideration) of the Original Agreement shall be amended to include Exhibit “D-1” (“Payment Schedule”).

4. Article 4, Section A (Consideration) of the Original Agreement shall be amended to read as follows:

“In consideration for the services performed by CONSULTANT, CITY agrees to pay CONSULTANT the amounts set forth in Exhibit “D” (Payment Schedule”). In no event however shall the total compensation paid to CONTRACTOR exceed \$207,252.05.”

4. This Amendment shall be effective retroactively on 12/30/2023.

5. Except as expressly modified herein, all of the provisions of the Original Agreement shall remain in full force and effect. In the case of any inconsistencies between the Original Agreement and this Amendment, the terms of this Amendment shall control.

6. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the dates set forth besides their signatures below.

[Signatures on the next page.]

CITY OF GILROY

By:

[signature]

Jimmy Forbis
[employee name]

City Administrator
[title/department]

Date: _____

Approved as to Form

City Attorney

CIRCLEPOINT, INC.

By:

[signature]

Audrey Zagazeta
[name]

President and CEO
[title]

Date: _____

ATTEST:

City Clerk

EXHIBIT “B-1”

SCOPE OF SERVICES

Attendance at Meetings in Exceedance of Original Assumptions:

- Consultant attendance at nine (9) additional meetings, with additional meeting(s) anticipated.

Public Scoping Meeting:

- Prepare an agenda and slides for the scoping meeting presentation.

Air Quality Impact Assessment (AQIA):

- Two additional reviews and coordination of the required revisions for each version of the AQIA (with the exception of Consultant’s initial review), which are necessary to ensure legal defensibility in the face of a challenge to the EIR.

Transportation Analysis Memorandum:

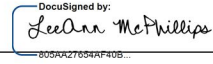
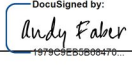
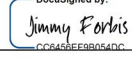
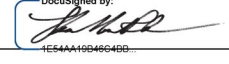
- Coordinate with Hexagon Transportation Consultants, Inc. to walk the City through their peer review of the original Transportation assessment and to ultimately prepare a new assessment to support the EIR.
- Review and incorporate a new memorandum, prepared by Hexagon, into the EIR.

EXHIBIT “D-1”**PAYMENT SCHEDULE**

Consultant will reallocate funds within the existing budget and receive \$32,252.05 in additional funds, for a total contract amount of \$207,252.05.

	Total Budget Approved	Remaining Budget (as of 11/9/2023)	Cost to Complete	Proposed Change to Total Budget	New Total Budget in Each Task
Task 100: Kickoff Project Description, and Other Meetings	\$ 15,278.00	\$ 11,203.50	\$ 15,004.00	\$ 3,800.50	\$ 19,078.50
Task 200: Public Scoping and NOP	\$ 5,520.00	\$ (3,524.75)	\$ -	\$ 3,524.75	\$ 9,044.75
Task 300: Project Description	\$ 4,878.00	\$ 1,049.00	\$ -	\$ (1,049.00)	\$ 3,829.00
Task 400: Project Management	\$ 20,540.00	\$ 3,877.75	\$ 4,440.00	\$ 562.25	\$ 21,102.25
Task 500: Technical Studies	\$ 8,580.00	\$ 2,957.50	\$ -	\$ (2,957.50)	\$ 5,622.50
Task 600: Admin Draft EIR	\$ 77,210.00	\$ (21,604.25)	\$ 24,248.00	\$ 45,852.25	\$ 123,062.25
Task 700: Final EIR	\$ 18,512.00	\$ 18,512.00	\$ 18,512.00	\$ -	\$ 18,512.00
Task 800: Contingency	\$ 16,012.00	\$ 16,012.00	\$ -	\$ (16,012.00)	\$ -
Direct Costs	\$ 8,470.00	\$ 8,289.20	\$ 6,820.00	\$ (1,469.20)	\$ 7,000.80
Total	\$ 175,000.00	\$ 36,771.95	\$ 69,024.00	\$ 32,252.05	\$ 207,252.05

City of Gilroy
Agreement/Contract Tracking

Today's Date:	June 27, 2022	Your Name:	Monica Sendejas
Contract Type:	Services over \$5k - Consultant	Phone Number:	408-846-0266
Contract Effective Date: (Date contract goes into effect)	6/27/2022		
Contract Expiration Date:	12/30/2023		
Contractor / Consultant Name: (if an individual's name, format as last name, first name)	Circlepoint, Inc.		
Contract Subject: (no more than 100 characters)	Prepare an Environmental Impact Report (EIR) for the Gilroy Data Center Project (AWS)		
Contract Amount: (Total Amount of contract. If no amount, leave blank)	\$175,000.00		
By submitting this form, I confirm this information is complete:	➤ Date of Contract ➤ Contractor/Consultant name and complete address ➤ Terms of the agreement (start date, completion date or "until project completion", cap of compensation to be paid) ➤ Scope of Services, Terms of Payment, Milestone Schedule and exhibit(s) attached ➤ Taxpayer ID or Social Security # and Contractors License # if applicable ➤ Contractor/Consultant signer's name and title ➤ City Administrator or Department Head Name, City Clerk (Attest), City Attorney (Approved as to Form)		
Routing Steps for Electronic Signature			
Risk Manager			
City Attorney Approval As to Form			
City Administrator or Department Head			
City Clerk Attestation			

AGREEMENT FOR SERVICES
(For contracts over \$5,000 - CONSULTANT)

This AGREEMENT made this 27th day of June, 2022, between:

CITY: City of Gilroy, having a principal place of business at
7351 Rosanna Street, Gilroy, California

and CONSULTANT: Circlepoint, Inc., having a principal place of business at 200 Webster Street, Suite 200, Oakland, CA 94607.

ARTICLE 1. TERM OF AGREEMENT

This Agreement will become effective on June 27, 2022 and will continue in effect through December 30, 2023 unless terminated in accordance with the provisions of **Article 7** of this Agreement.

Any lapse in insurance coverage as required by Article 5, Section D of this Agreement shall terminate this Agreement regardless of any other provision stated herein.


Initial

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

It is the express intention of the parties that CONSULTANT is an independent contractor and not an employee, agent, joint venturer or partner of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONSULTANT or any employee or agent of CONSULTANT. Both parties acknowledge that CONSULTANT is not an employee for state or federal tax purposes. CONSULTANT shall not be entitled to any of the rights or benefits afforded to CITY'S employees, including, without limitation, disability or unemployment insurance, workers' compensation, medical insurance, sick leave, retirement benefits or any other employment benefits. CONSULTANT shall retain the right to perform services for others during the term of this Agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONSULTANT

A. Specific Services

CONSULTANT agrees to: Perform the services as outlined in **Exhibit "A"** ("Specific Provisions") and **Exhibit "B"** ("Scope of Services"), within the time periods described in **Exhibit "C"** ("Milestone Schedule").

B. Method of Performing Services

CONSULTANT shall determine the method, details and means of performing the above-described services. CITY shall have no right to, and shall not, control the manner or determine the method of accomplishing CONSULTANT'S services.

C. Employment of Assistants

CONSULTANT may, at the CONSULTANT'S own expense, employ such assistants as CONSULTANT deems necessary to perform the services required of CONSULTANT by this Agreement, subject to the prohibition against assignment and subcontracting contained in **Article 5** below. CITY may not control, direct, or supervise CONSULTANT'S assistants in the performance of those services. CONSULTANT assumes full and sole responsibility for the payment of all compensation and expenses of these assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholding.

D. Place of Work

CONSULTANT shall perform the services required by this Agreement at any place or location and at such times as CONSULTANT shall determine is necessary to properly and timely perform CONSULTANT'S services.

ARTICLE 4. COMPENSATION**A. Consideration**

In consideration for the services to be performed by CONSULTANT, CITY agrees to pay CONSULTANT the amounts set forth in **Exhibit "D"** ("Payment Schedule"). In no event however shall the total compensation paid to CONSULTANT exceed \$175,000 including a base budget of \$158,988 and a contingency budget of \$16,012.

B. Invoices

CONSULTANT shall submit invoices for all services rendered.

C. Payment

Payment shall be due according to the payment schedule set forth in **Exhibit "D"**. No payment will be made unless CONSULTANT has first provided City with a written receipt of invoice describing the work performed and any approved direct expenses (as provided for in **Exhibit "A", Section IV**) incurred during the preceding period. If CITY objects to all or any portion of any invoice, CITY shall notify CONSULTANT of the objection within thirty (30) days from receipt of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute. It shall not constitute a default or breach of this Agreement for CITY not to pay any invoiced amounts to which it has objected until the objection has been resolved by mutual agreement of the parties.

D. Expenses

CONSULTANT shall be responsible for all costs and expenses incident to the performance of services for CITY, including but not limited to, all costs of equipment used or provided by CONSULTANT, all fees, fines, licenses, bonds or taxes required of or imposed against CONSULTANT and all other of CONSULTANT'S costs of doing business. CITY shall not be

responsible for any expenses incurred by CONSULTANT in performing services for CITY, except for those expenses constituting “direct expenses” referenced on **Exhibit “A.”**

ARTICLE 5. OBLIGATIONS OF CONSULTANT

A. Tools and Instrumentalities

CONSULTANT shall supply all tools and instrumentalities required to perform the services under this Agreement at its sole cost and expense. CONSULTANT is not required to purchase or rent any tools, equipment or services from CITY.

B. Workers’ Compensation

CONSULTANT agrees to provide workers’ compensation insurance for CONSULTANT’S employees and agents and agrees to hold harmless, defend with counsel acceptable to CITY and indemnify CITY, its officers, representatives, agents and employees from and against any and all claims, suits, damages, costs, fees, demands, causes of action, losses, liabilities and expenses, including without limitation reasonable attorneys’ fees, arising out of any injury, disability, or death of any of CONSULTANT’S employees.

C. Indemnification of Liability, Duty to Defend

1. As to professional liability, to the fullest extent permitted by law, CONSULTANT shall defend, through counsel approved by CITY (which approval shall not be unreasonably withheld), indemnify and hold harmless CITY, its officers, representatives, agents and employees against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities and expenses, including without limitation attorneys’ fees, to the extent arising or resulting directly or indirectly from any willful or negligent acts, errors or omissions of CONSULTANT or CONSULTANT’S assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property.

2. As to other liability, to the fullest extent permitted by law, CONSULTANT shall defend, through counsel approved by CITY (which approval shall not be unreasonably withheld), indemnify and hold harmless CITY, its officers, representatives, agents and employees against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities and expenses, including without limitation attorneys’ fees, arising or resulting directly or indirectly from any act or omission of CONSULTANT or CONSULTANT’S assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property.

D. Insurance

In addition to any other obligations under this Agreement, CONSULTANT shall, at no cost to CITY, obtain and maintain throughout the term of this Agreement: (a) Commercial Liability Insurance on a per occurrence basis, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of \$1,000,000 per occurrence for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property,

including the loss of use thereof; and (b) Professional Liability Insurance (Errors & Omissions) with a minimum coverage of \$1,000,000 per occurrence or claim, and \$2,000,000 aggregate; provided however, Professional Liability Insurance written on a claims made basis must comply with the requirements set forth below. Professional Liability Insurance written on a claims made basis (including without limitation the initial policy obtained and all subsequent policies purchased as renewals or replacements) must show the retroactive date, and the retroactive date must be before the earlier of the effective date of the contract or the beginning of the contract work. Claims made Professional Liability Insurance must be maintained, and written evidence of insurance must be provided, for at least five (5) years after the completion of the contract work. If claims made coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the earlier of the effective date of the contract or the beginning of the contract work, CONSULTANT must purchase so called "extended reporting" or "tail" coverage for a minimum of five (5) years after completion of work, which must also show a retroactive date that is before the earlier of the effective date of the contract or the beginning of the contract work. As a condition precedent to CITY'S obligations under this Agreement, CONSULTANT shall furnish written evidence of such coverage (naming CITY, its officers and employees as additional insureds on the Comprehensive Liability insurance policy referred to in (a) immediately above via a specific endorsement) and requiring thirty (30) days written notice of policy lapse or cancellation, or of a material change in policy terms.

E. Assignment

Notwithstanding any other provision of this Agreement, neither this Agreement nor any duties or obligations of CONSULTANT under this Agreement may be assigned or subcontracted by CONSULTANT without the prior written consent of CITY, which CITY may withhold in its sole and absolute discretion.

F. State and Federal Taxes

As CONSULTANT is not CITY'S employee, CONSULTANT shall be responsible for paying all required state and federal taxes. Without limiting the foregoing, CONSULTANT acknowledges and agrees that:

- CITY will not withhold FICA (Social Security) from CONSULTANT'S payments;
- CITY will not make state or federal unemployment insurance contributions on CONSULTANT'S behalf;
- CITY will not withhold state or federal income tax from payment to CONSULTANT;
- CITY will not make disability insurance contributions on behalf of CONSULTANT;
- CITY will not obtain workers' compensation insurance on behalf of CONSULTANT.

ARTICLE 6. OBLIGATIONS OF CITY

A. Cooperation of City

CITY agrees to respond to all reasonable requests of CONSULTANT and provide access, at reasonable times following receipt by CITY of reasonable notice, to all documents reasonably necessary to the performance of CONSULTANT'S duties under this Agreement.

B. Assignment

CITY may assign this Agreement or any duties or obligations thereunder to a successor governmental entity without the consent of CONSULTANT. Such assignment shall not release CONSULTANT from any of CONSULTANT'S duties or obligations under this Agreement.

ARTICLE 7. TERMINATION OF AGREEMENT

A. Sale of Consultant's Business/ Death of Consultant.

CONSULTANT shall notify CITY of the proposed sale of CONSULTANT's business no later than thirty (30) days prior to any such sale. CITY shall have the option of terminating this Agreement within thirty (30) days after receiving such notice of sale. Any such CITY termination pursuant to this **Article 7.A** shall be in writing and sent to the address for notices to CONSULTANT set forth in **Exhibit A, Subsection V.H.**, no later than thirty (30) days after CITY's receipt of such notice of sale.

If CONSULTANT is an individual, this Agreement shall be deemed automatically terminated upon death of CONSULTANT.

B. Termination by City for Default of Consultant

Should CONSULTANT default in the performance of this Agreement or materially breach any of its provisions, CITY, at CITY'S option, may terminate this Agreement by giving written notification to CONSULTANT. For the purposes of this section, material breach of this Agreement shall include, but not be limited to the following:

1. CONSULTANT'S failure to professionally and/or timely perform any of the services contemplated by this Agreement.
2. CONSULTANT'S breach of any of its representations, warranties or covenants contained in this Agreement.

CONSULTANT shall be entitled to payment only for work completed in accordance with the terms of this Agreement through the date of the termination notice, as reasonably determined by CITY, provided that such payment shall not exceed the amounts set forth in this Agreement for the tasks described on Exhibit C" which have been fully, competently and timely rendered by CONSULTANT. Notwithstanding the foregoing, if CITY terminates this Agreement due to CONSULTANT'S default in the performance of this Agreement or material breach by CONSULTANT of any of its provisions, then in addition to any other rights and remedies CITY

may have, CONSULTANT shall reimburse CITY, within ten (10) days after demand, for any and all costs and expenses incurred by CITY in order to complete the tasks constituting the scope of work as described in this Agreement, to the extent such costs and expenses exceed the amounts CITY would have been obligated to pay CONSULTANT for the performance of that task pursuant to this Agreement.

C. Termination for Failure to Make Agreed-Upon Payments

Should CITY fail to pay CONSULTANT all or any part of the compensation set forth in Article 4 of this Agreement on the date due, then if and only if such nonpayment constitutes a default under this Agreement, CONSULTANT, at the CONSULTANT'S option, may terminate this Agreement if such default is not remedied by CITY within thirty (30) days after demand for such payment is given by CONSULTANT to CITY.

D. Transition after Termination

Upon termination, CONSULTANT shall immediately stop work, unless cessation could potentially cause any damage or harm to person or property, in which case CONSULTANT shall cease such work as soon as it is safe to do so. CONSULTANT shall incur no further expenses in connection with this Agreement. CONSULTANT shall promptly deliver to CITY all work done toward completion of the services required hereunder, and shall act in such a manner as to facilitate any the assumption of CONSULTANT's duties by any new consultant hired by the CITY to complete such services.

ARTICLE 8. GENERAL PROVISIONS

A. Amendment & Modification

No amendments, modifications, alterations or changes to the terms of this Agreement shall be effective unless and until made in a writing signed by both parties hereto.

B. Americans with Disabilities Act of 1990

Throughout the term of this Agreement, the CONSULTANT shall comply fully with all applicable provisions of the Americans with Disabilities Act of 1990 ("the Act") in its current form and as it may be amended from time to time. CONSULTANT shall also require such compliance of all subcontractors performing work under this Agreement, subject to the prohibition against assignment and subcontracting contained in Article 5 above. The CONSULTANT shall defend with counsel acceptable to CITY, indemnify and hold harmless the CITY OF GILROY, its officers, employees, agents and representatives from and against all suits, claims, demands, damages, costs, causes of action, losses, liabilities, expenses and fees, including without limitation reasonable attorneys' fees, that may arise out of any violations of the Act by the CONSULTANT, its subcontractors, or the officers, employees, agents or representatives of either.

C. Attorneys' Fees

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, 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 that party may be entitled.

D. Captions

The captions and headings of the various sections, paragraphs and subparagraphs of the Agreement are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

E. Compliance with Laws

The CONSULTANT shall keep itself informed of all State and National laws and all municipal ordinances and regulations of the CITY which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Without limiting the foregoing, CONSULTANT agrees to observe the provisions of the Municipal Code of the CITY OF GILROY, obligating every contractor or subcontractor under a contract or subcontract to the CITY OF GILROY for public works or for goods or services to refrain from discriminatory employment or subcontracting practices on the basis of the race, color, sex, religious creed, national origin, ancestry of any employee, applicant for employment, or any potential subcontractor.

F. Conflict of Interest

CONSULTANT certifies that to the best of its knowledge, no CITY employee or officer of any public agency interested in this Agreement has any pecuniary interest in the business of CONSULTANT and that no person associated with CONSULTANT has any interest that would constitute a conflict of interest in any manner or degree as to the execution or performance of this Agreement.

G. Entire Agreement

This Agreement supersedes any and all prior agreements, whether oral or written, between the parties hereto with respect to the rendering of services by CONSULTANT for CITY and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

No other agreements or conversation with any officer, agent or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Such other agreements or conversations shall be considered as unofficial information and in no way binding upon CITY.

H. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflict of laws provisions of any jurisdiction. The exclusive jurisdiction and venue with respect to any and all disputes arising hereunder shall be in state and federal courts located in Santa Clara County, California.

I. Notices

Any notice to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in **Exhibit "A", Section V.H.** but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed delivered as of actual receipt; mailed notices will be deemed delivered as of three (3) days after mailing.

J. Partial Invalidity

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

K. Time of the Essence

All dates and times referred to in this Agreement are of the essence.

L. Waiver

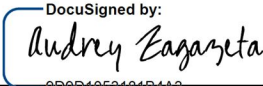
CONSULTANT agrees that waiver by CITY of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

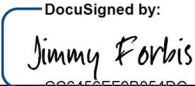
Executed at Gilroy, California, on the date and year first above written.

CONSULTANT:**CITY:**

CIRCLEPOINT, INC.

CITY OF GILROY

By: 
DocuSigned by: 9D9D1053181B4A3...
 Name: Audrey Zagazeta
 Title: President and CEO

By: 
DocuSigned by: CC6450EF98054DC...
 Name: Jimmy Forbis
 Title: City Administrator

Social Security or Taxpayer
 Identification Number 94-3171809

Approved as to Form

DocuSigned by:

1979C9EB5B68470...

City Attorney

ATTEST:

DocuSigned by:

1E54AA19B46C4BB...

City Clerk

EXHIBIT "A"

SPECIFIC PROVISIONS

I. PROJECT MANAGER

CONSULTANT shall provide the services indicated on the attached **Exhibit "B"**, Scope of Services ("Services"). (All exhibits referenced are incorporated herein by reference.) To accomplish that end, CONSULTANT agrees to assign Andrew Metzger, who will act in the capacity of Project Manager, and who will personally direct such Services.

Except as may be specified elsewhere in this Agreement, CONSULTANT shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to complete the Services in accordance with the terms of this Agreement.

II. NOTICE TO PROCEED/COMPLETION OF SERVICE

A. NOTICE TO PROCEED

CONSULTANT shall commence the Services upon delivery to CONSULTANT of a written "Notice to Proceed", which Notice to Proceed shall be in the form of a written communication from designated City contact person(s). Notice to Proceed may be in the form of e-mail, fax or letter authorizing commencement of the Services. For purposes of this Agreement, Cindy McCormick shall be the designated City contact person(s). Notice to Proceed shall be deemed to have been delivered upon actual receipt by CONSULTANT or if otherwise delivered as provided in the **Section V.H.** ("Notices") of this **Exhibit "A"**.

B. COMPLETION OF SERVICES

When CITY determines that CONSULTANT has completed all of the Services in accordance with the terms of this Agreement, CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has completed all of the Services as required by the terms of this Agreement and, if so requested, CITY shall make this determination within two (2) weeks of such request, or if CITY determines that CONSULTANT has not completed all of such Services as required by this Agreement, CITY shall so inform CONSULTANT within this two (2) week period.

III. PROGRESS SCHEDULE

The schedule for performance and completion of the Services will be as set forth in the attached **Exhibit "C"**.

IV. PAYMENT OF FEES AND DIRECT EXPENSES

Payments shall be made to CONSULTANT as provided for in **Article 4** of this Agreement.

Direct expenses are charges and fees not included in **Exhibit “B”**. CITY shall be obligated to pay only for those direct expenses which have been previously approved in writing by CITY. CONSULTANT shall obtain written approval from CITY prior to incurring or billing of direct expenses.

Copies of pertinent financial records, including invoices, will be included with the submission of billing(s) for all direct expenses.

V. OTHER PROVISIONS

A. STANDARD OF WORKMANSHIP

CONSULTANT represents and warrants that it has the qualifications, skills and licenses necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONSULTANT’S representations and warranties regarding its skills, qualifications and licenses. CONSULTANT shall perform such Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

Any plans, designs, specifications, estimates, calculations, reports and other documents furnished under this Agreement shall be of a quality acceptable to CITY. The minimum criteria for acceptance shall be a product of neat appearance, well-organized, technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by CITY for similar purposes.

B. RESPONSIBILITY OF CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of the Services furnished by it under this Agreement. CONSULTANT shall not be responsible for the accuracy of any project or technical information provided by the CITY. The CITY’S review, acceptance or payment for any of the Services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CONSULTANT shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONSULTANT’S negligent performance of any of the services furnished under this Agreement.

C. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

CITY, through its authorized employees, representatives or agents, shall have the right, at any and all reasonable times, to audit the books and records (including, but not limited to, invoices, vouchers, canceled checks, time cards, etc.) of CONSULTANT for the purpose of verifying any and all charges made by CONSULTANT in connection with this Agreement. CONSULTANT shall maintain for a minimum period of three (3) years (from the date of final payment to CONSULTANT), or for any longer period required by law, sufficient books and records in accordance with standard California accounting practices to establish the correctness of all charges submitted to CITY by CONSULTANT, all of which shall be made available to CITY at the CITY’S offices within five (5) business days after CITY’S request.

D. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data (including, but not limited to, computer data and source code), drawings, descriptions, documents, discussions or other information developed or received by or for CONSULTANT and all other written and oral information developed or received by or for CONSULTANT and all other written and oral information submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT and shall not, without the prior written consent of CITY, be used for any purposes other than the performance of the Services, nor be disclosed to an entity not connected with the performance of the such Services. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is or becomes generally known to the related industry (other than that which becomes generally known as the result of CONSULTANT'S disclosure thereof) shall be deemed confidential. CONSULTANT shall not use CITY'S name or insignia, or distribute publicity pertaining to the services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of CITY.

E. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall CONSULTANT have the authority or power to pledge the credit of CITY or incur any obligation in the name of CITY.

F. OWNERSHIP OF MATERIAL.

All material including, but not limited to, computer information, data and source code, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared (or caused to be prepared) under this Agreement shall be the property of CITY, but CONSULTANT may retain and use copies thereof subject to **Section V.D** of this **Exhibit "A"**.

CITY shall not be limited in any way in its use of said material at any time for any work, whether or not associated with the City project for which the Services are performed. However, CONSULTANT shall not be responsible for, and City shall indemnify CONSULTANT from, damages resulting from the use of said material for work other than PROJECT, including, but not limited to, the release of this material to third parties for work other than on PROJECT.

G. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

H. NOTICES.

Notices are to be sent as follows:

CITY: Cindy McCormick
 City of Gilroy
 7351 Rosanna Street
 Gilroy, CA 95020

CONSULTANT: Andrew Metzger
Circlepoint, Inc.
42 South First Street, Suite D
San Jose, CA 95113

I. FEDERAL FUNDING REQUIREMENTS.

- ☐ If the box to the left of this sentence is checked, this Agreement involves federal funding and the requirements of this **Section V.I.** apply.
- ☐ If the box to the left of this sentence is checked, this Agreement does not involve federal funding and the requirements of this **Section V.I.** do not apply.

1. DBE Program

CONSULTANT shall comply with the requirements of Title 49, Part 26, Code of Federal Regulations (49 CFR 26) and the City-adopted Disadvantaged Business Enterprise programs.

2. Cost Principles

Federal Acquisition Regulations in Title 48, CFR 31, shall be used to determine the allowable cost for individual items.

3. Covenant against Contingent Fees

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the Local Agency shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

EXHIBIT “B”
SCOPE OF SERVICES

Attached

EXHIBIT B—SCOPE OF WORK

Thank you for this exciting opportunity to work with the City of Gilroy (City). We are pleased to provide this proposal, which outlines Circlepoint's approach to preparing an Environmental Impact Report (EIR) for the Gilroy Data Center (project) proposed by Amazon Data Services (the Applicant).

PROJECT UNDERSTANDING

Circlepoint understands that the project will consist of the following components to be constructed in two phases:

- Two data center buildings and one security building totaling approximately 438,500 square feet;
- Backup generating facilities to provide electricity to critical data center operations in the event of a loss of utility power;
- Two battery energy storage systems;
- A new substation/switchyard and a double circuit transmission upgrade;
- A new recycled water pipeline;
- Ancillary utility infrastructure for connection to existing stormwater and potable water pipelines;
- Security fencing;
- General Site Grading, Stormwater and Landscaping.

Phase I will be a traditional data center set up, requiring the use of diesel-powered backup generators. Circlepoint understands that the Applicant is committed to Tier-4 compliant backup generators, as required by the Bay Area Air Quality Management District (BAAQMD). Phase II will utilize an emerging technology to provide backup energy in the event of a power failure. Given that Phase I will have a maximum electrical demand of 49 MW and Phase II would leverage an alternative energy supply instead of diesel generators, the California Energy Commission (CEC) would not have jurisdiction over the project. Therefore, the project is not required to seek a Small Power Plant Exemption (SPPE) from CEC's jurisdiction, and the project can follow the normal CEQA clearance process at the local level.

The project will require water for cooling when outside air temperatures exceed 83 degrees F. The data center will be designed to use recycled water provided by the City of Gilroy, once available, and a potable water connection will serve as a back-up source to the recycled water supply. Given the level of water demand required for the project, both potable and recycled, it is critical that the availability of water resources to meet project demand is adequately analyzed.

The project site's former use for agricultural production indicates that vehicle miles traveled (VMT) generated from construction and operations of the project would be considered net new to the project site. The project is expected to include 25 employees to operate the data center and 37 employees to assemble the data equipment. Circlepoint will use the peer-reviewed VMT analysis to carefully consider impacts.

APPROACH

Our approach focuses on working collaboratively with City staff, the Applicant, and other stakeholders. This collaborative approach can streamline the environmental process by ensuring an efficient response to changes in the project and allowing us to address significant issues early. We also focus on making the environmental review process and environmental document as clear and straightforward as possible, so the general public and agencies understand the process, analysis, and issues being addressed.

Based on the Request for Proposal (RFP) Letter provided by the City, Circlepoint understands that the City envisions preparing an Environmental Impact Report (EIR) that conservatively assesses the potential impacts of the project. While other less robust environmental document options (such as an Initial Study/Mitigated Negative Declaration) may also be feasible, Circlepoint agrees with the City's preferred approach because an EIR will allow maximum public and agency involvement and be more legally defensible in the event of a challenge. Circlepoint anticipates that the project will face the greatest scrutiny surrounding impacts associated with water supply and demand, air quality and greenhouse gas emissions, fire hazard from battery systems, increased VMT from project operation, and noise introduced to the project site. Strong project management will be required to execute the preparation of a timely and meticulous document that will withstand legal and public scrutiny with regards to these topics. This requires experience and the right skills which Circlepoint possesses based on our extensive history working on data centers in Santa Clara, San José, and Los Angeles.

For resource topics where impacts that are not considered potentially significant, Circlepoint would identify opportunities for environmental streamlining. The EIR could address topics such as Mineral Resources, Recreation, and Population/Housing by briefly indicating the reasons that various possible significant effects of a project were determined not to be significant and were therefore not discussed in detail in the EIR, pursuant to the CEQA Guidelines Section 15128.

Circlepoint understands the Applicant has submitted a detailed project description that includes a "mitigation incorporated into the project design" approach. This approach is common within the CEC's SPPE process, but presents legal concerns from a local agency CEQA perspective (such as *Lotus v. Department of Transportation* (223 Cal. App. 4th 645)). Circlepoint will work closely with the City to review the applicable standard conditions of approval along with existing local, regional, state, and federal policies and best practices that could support the use of some Applicant-provided measures as "project features." Circlepoint will apply our robust understanding of managing legal risk and applying current case law to ensure the EIR appropriately identifies environmental impacts and discloses necessary mitigation.

QUALITY ASSURANCE/QUALITY CONTROL PROCESS

Circlepoint's quality assurance/quality control (QA/QC) process ensures the continuing integrity and quality of all services and deliverables. Our QA/QC process includes senior review responsibilities for both the Project Manager and the Principal-in-Charge. The Project Manager directs and reviews project team work on deliverables and work products. The Principal-in-Charge then reviews and approves interim and final work products. Finally, a proofreader completes a final review, following specific directives to verify and assure quality printed work products before a work product is delivered to a client or printer. The following table summarizes the management structure that Circlepoint uses to ensure the quality of every document we produce.

ROLE	RESPONSIBILITIES
Principal-in-Charge	• Overall quality control and quality assurance of all work products
Project Manager	• Primary client contact • Oversees document preparation and coordination with technical subconsultants • Provides intermediate QA review and technical editing prior to PIC review
Senior Associate	• Secondary client contact, often acting in a Deputy Project Manager capacity • Coordinates information requests, delivery schedules, and day-to-day communication with technical consultant • Lead reviewer and proofreader for most documents

ROLE	RESPONSIBILITIES
Associate / Assistant	• Authorship of individual document sections • Research for document sections not covered by a technical report • Technical editing / formatting / production of all work products
Coordinator / Graphics	• Preparation of graphics and maps

WORK PLAN

TASK 1: KICKOFF AND MEETINGS

Circlepoint will participate in one (1) kickoff meeting with the City to introduce team members, discuss initial data requests, and develop the project schedule. Circlepoint will confirm the scope of environmental analysis and methodologies with the City at the kickoff meeting and submit a comprehensive data request. Circlepoint anticipates attendance at the following meetings:

- Kickoff meeting
- Twenty four (24) Bi-weekly Check In Meetings with City (Based on anticipated project schedule)
- Up to five (5) Planning Commission/City Council Meetings

TASK 2: SCOPING MEETING AND NOTICE OF PREPARATION

Circlepoint will prepare a Notice of Preparation (NOP) to inform the public and applicable stakeholders that environmental documentation is being prepared for the project. Consistent with Section 15082 of the CEQA Guidelines, the NOP materials shall include a description of the project, the location of the project, and probable environmental effects of the project. The NOP is anticipated to screen out some environmental topics where no impacts are anticipated, such as mineral and forestry resources. Following distribution of the NOP, Circlepoint will work closely with the City to facilitate a Public Scoping Meeting and provide recommendations in meeting materials and presentation and in developing meeting notifications. Circlepoint will record comments received in response to the Public Scoping Meeting and the NOP and strategize with the City on incorporating these “known issues” into the EIR.

TASK 3: PROJECT DESCRIPTION

Circlepoint will prepare and submit a project description for City review and approval. Circlepoint will build upon the project description prepared by the Applicant and ensure it meets the requirements of CEQA Guidelines Section 15124. Circlepoint anticipates that the existing project description contains the majority of information needed for CEQA analysis. Circlepoint will revise the project description in response to one round of comments from the City. Circlepoint will utilize the following background materials (to be provided by the City/Applicant) to complete the project description:

- Preliminary geotechnical feasibility report
- Technical specifications for backup generators (including exhaust details), rooftop equipment, and cooling systems
- Commissioning test details (duration, number of generators) and maintenance testing plan
- Average rack power rating and power usage efficiency

- Utility “will-serve” letters for electrical and water utilities and/or supply assessments if required by the City or utility provider
- Total anticipated power consumption (average, daily or annual)
- Total daily water demand ; can be prorated from annual demand
- Sanitary sewer capacity study, if required by City
- Arborist report, if required by City
- Construction assumptions, including duration, phasing, construction start and end months, and review of construction equipment list

Key Deliverable: Project Description

TASK 4: PROJECT MANAGEMENT

Circlepoint will provide ongoing project management throughout the environmental review process including coordination with subconsultants, City staff, and outside regulatory agencies as applicable. Circlepoint will maintain a project schedule and provide regular updates to the City. Circlepoint will also prepare monthly progress reports to accompany monthly invoices containing the following information: the beginning and ending dates of the billing period; budget summary including budget spent to date and budget remaining; and a Task Summary for each work task, containing the name of the person doing the work, the hours spent by each person, and a brief description of the work.

TASK 5: TECHNICAL STUDIES

Based on the background materials provided with the City’s RFP, Circlepoint understands that the Applicant has provided several background documents for consideration including aesthetics, biological resources, cultural resources, geology and soils, land use, mineral resources, public services, recreation, hazardous materials, transportation, tribal resources, utilities, and wildfire. Additionally, the following technical studies have been prepared by the Applicant and/or City:

- Air Quality Impact Assessment
- Natural Resources Memorandum
- Archaeological Literature Search
- Geotechnical Desktop Review
- Geotechnical Considerations Report
- Phase I Environmental Site Assessment
- Phase II Environmental Site Assessment
- Environmental Noise & Vibration Assessment
- Environmental Noise & Vibration Assessment Addendum
- Transportation Attachments, VMT Analysis, including Peer Review of VMT Assessment
- California Energy Commission Tribal Outreach Letters
- City of Gilroy Assessment of Water Supply
- Arborist Report

Circlepoint will conduct a gap analysis to ensure each of these technical studies provides the information necessary to support and complete the EIR per CEQA guidelines. If additional technical analysis is required, Circlepoint will coordinate with the City to strategize on the best course of action. Additional studies would require an amendment to this scope and fee. We assume all reports listed above will be provided to Circlepoint in a format acceptable for use in supporting a CEQA document and can be publicly circulated.

TASK 6: DRAFT EIR

Circlepoint will prepare a Draft EIR consistent with CEQA Guidelines Article 9. The Draft EIR will meet all City standards for content and formatting.

Task 6.1: Administrative Draft EIR

The background materials provided with the City's RFP Letter included CEQA-related documents which assess and analyze project impacts for a number of resources. Circlepoint will rely upon the analysis already prepared to the maximum extent feasible, expanding only where required for the purposes of CEQA sufficiency. Circlepoint will prepare the setting, impacts, and mitigation discussions for each environmental topic area set forth in Appendix G of the CEQA Guidelines. Circlepoint will prepare a summary of existing conditions, pertinent regulations, and a description of the regional setting, placing special emphasis on any rare or unique environmental resources in the project area. Circlepoint will review and reference relevant policies and regulations from the City's General Plan and Zoning Code, and other documents required for the analysis as applicable. The EIR will also include an analysis of alternatives to the project, an assessment of cumulative impacts associated with the project, and a description of comments received during the scoping period. Circlepoint assumes that up to three alternatives will be evaluated in the EIR, including (for example) a reduced development alternative, a reduced backup electric generation alternative, and/or a backup electric generation technology alternative. For the cumulative impacts analysis, Circlepoint will use the City's General Plan as a guide for reasonably foreseeable projects in the surrounding area.

Circlepoint will prepare a draft mitigation monitoring and reporting program (MMRP) to be submitted with the Administrative Draft EIR for City review. The draft MMRP will develop and present feasible mitigation for significant impacts identified in the Administrative EIR, identify the responsible party for implementing and monitoring each mitigation measure, and identify monitoring triggers and reporting frequency for each measure.

The Administrative Draft and MMRP will be provided in electronic formats to the City.

Key Deliverables: Administrative Draft EIR, draft MMRP

Task 6.2: Screencheck Draft EIR

Circlepoint will amend the Administrative Draft EIR based on up to two (2) rounds of review by City staff. Circlepoint will then provide clean, compiled PDF and MS Word versions of the screencheck draft EIR to verify that all requested changes have been made and all appendix materials, references and final graphics are acceptable.

Key Deliverables: Second Administrative Draft EIR, Screencheck Draft EIR.

Task 6.3: Public Draft EIR

Circlepoint will make final amendments to the Screencheck Draft EIR based on a single set of consolidated comments and submit web-ready versions of the EIR and all associated appendices. Hardcopies of the EIR can be provided on a time and materials basis, if requested by the City. Circlepoint will also prepare the combined Notice of Availability/Release and a Notice of Completion in accordance with Section 15087 of the CEQA Guidelines, and provide advice as needed to the City regarding distribution of the Draft EIR pursuant to CEQA and City review procedures. Consistent with Section 15087, notice availability of the Draft EIR will be published in a newspaper of general circulation in the affected area, posted on and off the site in the area where the

project is to be located, and mailed to the owners and occupants of property contiguous to the parcel or parcels on which the project is located.

The Draft EIR will be circulated for a minimum of 45 days. While public hearings are not required as an element of the CEQA process, they are encouraged to facilitate the public commenting process and address known issues of the project. Circlepoint recommends that the City hold a public hearing during the circulation period given the anticipated public controversy surrounding the project. This scope includes a public hearing as an optional task.

OPTIONAL TASK: Public Hearing

Key Deliverables: Draft EIR, NOA, NOC

TASK 7: FINAL EIR

Task 7.1: Response to Public Comments

Circlepoint will prepare written responses to comments on the Draft EIR following the public review period. Circlepoint assumes the City will provide copies of all written comments. Should the City decide to advance with the public hearing, which is included in this scope as an optional task, Circlepoint will assist the City in recording written and verbal comments at the hearing. Circlepoint will compile all comments with alpha-numeric codings and develop a list of major issues/concerns. Circlepoint will attend one (1) meeting with City staff following the close of the comment period to discuss the best approach, which may include the use of master responses to facilitate the response to similar or repeated comments. Comment responses will be incorporated to the Final EIR for the City's review.

Circlepoint hours listed in the proposed budget for responses to comments are an allowance. If an unusually large volume of comments are received (over 15 distinct comment letters), Circlepoint will confer with the City to determine an appropriate path forward. The scope and budget also assumes responses do not require substantial additional research, analysis, or meetings with commenters.

Task 7.2: Final EIR

Circlepoint will prepare a Final EIR which includes responses to all public comments received during the circulation period. Consistent with Section 15132 of the CEQA Guidelines, the Final EIR will comprise the following elements:

- Project Description
- A Summary of the Environmental Process
- Identification of the Preferred Alternative
- Responses to Comments, including a list of persons, organizations, and public agencies commenting on the draft EIR; the comments received, and the City's responses to each comment
- An Erratum to address any necessary changes to the Draft EIR that may result from public comments
- Appendices (as needed)

Based on up to two (2) sets of consolidated comments from the City, Circlepoint will revise the responses to comments document and will provide electronic copies of the final EIR to the City.

Key Deliverables: Response to Public Comments, Final EIR.

ASSUMPTIONS

The following assumptions apply to this project:

- » Circlepoint anticipates responding to three (3) rounds of revisions from the City on the EIR including two (2) administrative drafts and one (1) screencheck draft prior to publication.
- » Comments on draft documents will be provided to Circlepoint electronically using Microsoft Word's Track Change feature and will be compiled into a single file. Any conflicting comments between City reviewing staff will be resolved prior to forwarding to the consultants.
- » All submittals will be conducted electronically (PDF and Microsoft Word versions). Electronic versions will be provided in both word and pdf format. Additional hard copies and electronic versions can be provided upon request by the City.
- » Circlepoint assumes that all edits and revisions between the Draft and Final EIR would be minor in nature, would not require any new technical studies, and would not introduce any new significant environmental effects or substantial changes to previously identified mitigation. Should any such revisions be necessary, the Draft EIR may need to be recirculated pursuant to CEQA Guidelines Section 15088.5.
- » Circlepoint assumes the City will lead scheduling, securing the venue, and notification development and distribution for the Public Scoping Meeting. Should the City request additional support in this task, this can be addressed in coordination with the City and the preparation of a scope addendum.

EXHIBIT “C”
MILESTONE SCHEDULE

Attached

EXHIBIT C—MILESTONE SCHEDULE

The Circlepoint team will initiate work on this project upon contract execution. Background research, site visits, and reporting will commence immediately. The completion of the EIR process typically takes 10 to 12 months, depending on the City's review time.

MILESTONE	ESTIMATED COMPLETION DATE
Kick Off Meeting and Submittal of Data Request	Mid-to-Late June, 2022
Receipt of Requested Data	Early July, 2022
Submittal of Draft Project Description	Late July, 2022
City Comments on Draft Project Description	Mid-to-Late August, 2022
Finalization of Project Description	August/September, 2022
Technical Reports Gap Analysis	September, 2022
NOP Preparation	September/October, 2022
City Reviews NOP materials	Early-To-Mid October, 2022
Scoping Meeting	Early November, 2022
Compilation of NOP Comments to be included in EIR	Late November, 2022
Submittal of Administrative Draft EIR	December, 2022
City Provides Comments on Administrative Draft EIR (4 weeks for first review)	January 2023
Submittal of Second Administrative Draft EIR	January/February, 2023
City Provides Comments on Second Administrative Draft EIR (3 week review)	February, 2023
Submittal of Screencheck Draft EIR	March, 2023
Public Circulation of Draft EIR	March, 2023
Public Meetings (Optional)	April, 2023
Meeting with City to discuss Public Comments received	May, 2023
Submittal of First Draft of Final EIR	May, 2023
City Review Provides Comments on First Draft of Final EIR (3 week review)	June, 2023
Submittal of Final EIR	June/July, 2023

EXHIBIT “D”
PAYMENT SCHEDULE

Attached

EXHIBIT D—PAYMENT SCHEDULE

Circlepoint would complete the tasks described above for a not-to-exceed fee of **\$158,988**.

Circlepoint Budget

M5528 Gilroy AWS Data Center

Tasks	Principal	Comms Sr. PM	PM	Sr. Assoc	Associate	Assistant / Coordinator	Sr. Web/ Graphics	Total Hours	Total Dollars
	Rates \$ 252	\$ 197	\$ 173	\$ 138	\$ 118	\$ 103	\$ 144		
Task 1 Kickoff, Project Description, and other Meetings									
1.1 Kick Off Meeting	1	-	4	3	-	-	-	8	\$ 1,244.00
1.2 Bi-Weekly Check In Meetings	-	-	24	24	-	-	-	48	\$ 7,464.00
1.3 Planning Comissions/City Council Meetings	4	-	27	6	-	-	-	37	\$ 6,570.00
Subtotal Task 1 Kickoff, Project Description, and other Meetings	5	-	55	33	-	-	-	93	\$ 15,278.00
Task 2 Public Scoping and NOP									
2.1 Public Scoping Meeting	1	4	2	-	2	8	2	19	\$ 2,608.00
2.2 NOP materials	1	-	6	7	8	-	-	20	\$ 2,912.00
Subtotal Task 2 Public Scoping and NOP	1	-	6	7	8	-	-	39	\$ 5,520.00
Task 3 Project Description									
3.1 Project Description	2	-	10	8	8	6	-	34	\$ 4,878.00
Subtotal Task 3 Project Description	2	-	10	8	8	6	-	34	\$ 4,878.00
Task 4 Project Management									
4.1 Project Management and Coordination	8	18	72	18	-	-	-	116	\$ 20,540.00
Subtotal Task 4 Project Management	8	18	72	18	-	-	-	116	\$ 20,540.00
Task 5 Technical Studies									
5.1 Gap Analysis	4	-	20	18	15	-	-	57	\$ 8,580.00
Subtotal Task 5 Technical Studies	4	-	20	18	15	-	-	57	\$ 8,580.00
Task 6 Admin Draft EIR									
6.1 Admin Draft EIR	10	-	40	85	92	100	-	327	\$ 42,270.00
6.2 Screencheck Draft EIR	4	-	20	30	40	50	-	144	\$ 18,500.00
6.3 Public Draft EIR	4	-	20	28	38	38	-	126	\$ 16,440.00
Subtotal Task 6 Admin Draft EIR	18	-	80	142	170	188	-	597	\$ 77,210.00
Task 7 Final EIR									
7.1 Response to Public Comments and Final EIR	2	-	20	20	22	22	-	85	\$ 11,386.00
7.2 Final EIR	4	-	10	12	12	14	-	52	\$ 7,126.00
Subtotal Task 7 Final EIR	2	-	20	20	22	22	-	137	\$ 18,512.00
Labor Subtotal	37	18	257	240	215	216	-	1,072	\$ 150,518.00
Labor Contingency									\$ -
Total Labor									\$ 150,518.00

ODCs

Travel	\$ 500.00
Scoping Meeting (Printing, Materials, Misc)	\$ 1,000.00
Notification Mailer (NOA)	\$ 5,000.00
Display Ad Placement	\$ 1,200.00
	\$ -
	\$ -
	\$ -
	\$ -
Subtotal ODCs	\$ 7,700.00
10.0% Mark-Up on ODCs	\$ 770.00
Total ODCs	\$ 8,470.00
TOTAL	\$ 158,988.00

Assumptions

Rates are effective through December 31, 2022 and are subject to annual escalation
Please see scope of work for detailed assumptions



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/13/2022

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 Risk Strategies Company 700 Airport Boulevard, Suite 300 Burlingame, CA 94010	CONTACT NAME: Emily Elsbree PHONE (A/C, No, Ext): (650) 762-0425 E-MAIL ADDRESS: eelsbree@risk-strategies.com FAX (A/C, No): (650) 762-0490														
INSURER(S) AFFORDING COVERAGE															
INSURED Circlepoint 200 Webster Street, Suite 200 Oakland CA 94607	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Sentinel Ins. Co.</td> <td>11000</td> </tr> <tr> <td>INSURER B: Hartford Accident and Indemnity Company</td> <td>22357</td> </tr> <tr> <td>INSURER C: AXIS Insurance Company</td> <td>37273</td> </tr> <tr> <td>INSURER D: Berkley Assurance Company</td> <td>39462</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER	NAIC #	INSURER A: Sentinel Ins. Co.	11000	INSURER B: Hartford Accident and Indemnity Company	22357	INSURER C: AXIS Insurance Company	37273	INSURER D: Berkley Assurance Company	39462	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 68221062**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 ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	☒		57SBARI3554	10/1/2021	10/1/2022	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			57SBARI3554	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10,000			57SBARI3554	10/1/2021	10/1/2022	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	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/A	57WECGH2835	10/1/2021	10/1/2022	☒ 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	Professional Liability Retroactive Date 1: 11/01/1987 Retroactive Date 2: 05/14/2015			DP004180032021	10/1/2021	10/1/2022	Per Claim \$2,000,000 Annual Aggregate \$2,000,000 Pollution Liability Included Per Claim \$2,000,000
D	Cyber Liability			BCRS1RS40009500	7/16/2021	7/16/2022	Per Claim \$2,000,000

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

City of Gilroy, its officers and employees are included as additional insured/s per form SS00080405.

CERTIFICATE HOLDER**CANCELLATION**

City of Gilroy
 7351 Rosanna Street
 Gilroy CA 95020-6197

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

RSC Insurance Brokerage

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ACORD 25 (2016/03)

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BUSINESS LIABILITY COVERAGE FORMCirclepoint
57SBARI3554**Agenda Item No. 7.3****2. Applicable To Medical Expenses Coverage**

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED**1. If you are designated in the Declarations as:**

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:**a. Employees And Volunteer Workers**

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), or 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 that "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.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.
- (2) "Property damage" to property:**
 - (a)** Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. 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; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), 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 and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "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;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) 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;

- (e) 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;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) 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
- (h) "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:
 - (i) The exceptions contained in Subparagraphs (d) or (f); or
 - (ii) 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.

- (2) 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.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, 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 the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
- (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

BUSINESS LIABILITY COVERAGE FORM

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

BUSINESS LIABILITY COVERAGE FORM

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations**a. When You Accept This Policy**

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you 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;

(4) Aircraft, Auto Or Watercraft

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 **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, 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. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

7.4. Adoption of the Council Modified Resolution in Support of “Build the Future” (Childcare)



City of Gilroy

STAFF REPORT

Agenda Item Title: Adoption of the Council Modified Resolution in Support of “Build the Future” (Childcare)

Meeting Date: January 8, 2024

From: Jimmy Forbis, City Administrator

Department: Administration

Submitted By: Bryce Atkins, Assistant to the City Administrator

Prepared By: Bryce Atkins, Assistant to the City Administrator

STRATEGIC PLAN GOALS

Not Applicable

RECOMMENDATION

Council adopt the resolution.

BACKGROUND

At the December 11, 2023 Council Meeting, Council heard the Council-initiated agenda item for a draft resolution from Build the Future for supporting affordable and universal childcare. After deliberation, Council took action to modify the resolution language. The resolution with the amended language is attached to this staff report for Council approval.

ALTERNATIVES

Council may adopt, modify, or reject the resolution.

FISCAL IMPACT/FUNDING SOURCE

None.

PUBLIC OUTREACH

This item was discussed at the December 11, 2023 City Council meeting, and was

Adoption of the Council Modified Resolution in Support of "Build the Future" (Affordable Childcare)

included on the publicly posted agenda for this meeting.

NEXT STEPS

If approved, the resolution will be finalized and signed.

Attachments:

1. Resolution of the City Council of the City of Gilroy Joining "Build the Future Santa Clara County" to Advocate for Collaborative and Comprehensive Solutions to Advance Child Care Options.

RESOLUTION NO. 2024-XX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GILROY JOINING “BUILD THE FUTURE SANTA CLARA
COUNTY” TO ADVOCATE FOR COLLABORATIVE AND
COMPREHENSIVE SOLUTIONS TO ADVANCE CHILD
CARE OPTIONS**

WHEREAS, the Council for a Strong America issued a report in early 2023 which details that the shortage of infant-toddler child care costs the United States \$122 billion in lost earnings, productivity, and revenue *every year*; and

WHEREAS, this shortage translates to a \$15 billion economic threat to California and a \$3 billion threat to Santa Clara County; and

WHEREAS, a family living in Silicon Valley needs to pay an average of \$26,450 per child year for infant care and \$21,900 per year for one preschooler's childcare; and

WHEREAS, the lack of an affordable child care option leads to underemployment, greater housing instability, less consumer spending, depressed business productivity, and the near impossibility of seeking, securing, and maintaining employment; and

WHEREAS, affordable childcare provides vital infrastructure to working parents and supports early childhood development, allows families to remain in a geographic area, creates a stronger economy, improves business productivity and consumer spending, decreases poverty, leads to safer communities, and provides additional revenue for cities; and

WHEREAS, cities have a direct interest in building strong local economies, supporting and benefiting from local small businesses, attracting and retaining families and employers; and

WHEREAS, broadly accessible, high-quality child care benefits the local economy; and

WHEREAS, the child care sector supports all working families regardless of race, ethnicity, or minority group.

THEREFORE, BE IT RESOLVED that City of Gilroy will be proactive in its efforts to promote and advocate for public funding streams in support of child care; and be it further

RESOLVED that the City of Gilroy will propose and support policies and practices that will facilitate expedited zoning, permitting, and licensing processes for both center-based and home-based child care facilities to the extent possible; and be it further

RESOLVED that the City of Gilroy will empower our office of economic development to promote the importance of child care businesses in this city and provide support for providers who desire to operate within this city; and be it further

RESOLVED that the City of Gilroy joins with Build the Future Santa Clara County in advocating for comprehensive and collaborative solutions that address improving accessibility to child care for working families in our community.

PASSED AND ADOPTED at a Regular Meeting of the City Council this 8th day of January 2024 by the following roll call vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

APPROVED:

Marie Blankley, Mayor

ATTEST:

Thai Nam Pham, City Clerk

**10.1. Annual Appointments to City Boards, Commissions, and Committees
with Seats Vacant or Expired as of December 31, 2023**

1. Staff Report:
2. Public Comment
3. Possible Action:

Fill vacancies for various commissions with terms expiring between 2024 and 2027.



City of Gilroy

STAFF REPORT

Agenda Item Title: Annual Appointments to City Boards, Commissions, and Committees with Seats Vacant or Expired as of December 31, 2023

Meeting Date: January 8, 2024
 From: Jimmy Forbis, City Administrator
 Department: City Clerk
 Submitted By: Thai Nam Pham, City Clerk
 Prepared By: Thai Nam Pham, City Clerk

STRATEGIC PLAN GOALS

Not Applicable

RECOMMENDATION

Fill vacancies for various commissions with terms expiring between 2024 and 2027.

BACKGROUND

Nine (9) of the City's Boards, Commissions, and Committees had seats vacant as of December 31, 2023. At the close of the recruitment period, the following applications were received, and the Council interviewed applicants at the December 11, 2023 Special Meeting. The Council is now asked to consider the appointment of members to the following open seats:

Arts & Culture Commission	One (1) seat with a term expiring 12/31/2024 One (1) seat with a term expiring 12/31/2025
Building Board of Appeals	One (1) seat with terms expiring 12/31/2027
Library Commission	One (1) seat with terms expiring 12/31/2027 One (1) seat with terms expiring 12/31/2026
Parks and Recreation Commission	Three (3) seats with a term expiring 12/31/2027 One (1) seat with a term expiring 12/31/2025
Personnel Commission	Two (2) seats with terms expiring 12/31/2026

Annual Appointments to City Boards, Commissions, and Committees with Seats Vacant or Expired as of December 31, 2023

Planning Commission	Two (2) seats expiring 12/31/2027
Physically Challenged Board of Appeals	Two (2) seats with terms expiring 12/31/2025 One (1) seat with term expiring 12/31/2026
Open Government Commission	One (1) seat with terms expiring 12/31/2024
Youth Commission	Three (3) seats with a term expiring 9/30/2025

Arts & Culture Commission Applicant

1. Amy Hufford
2. Maryam Karbasi (*not interviewed*)

Building Board of Appeals Applicant

N/A

Library Commission Applicant

1. Karla Cordero (*not interviewed*)
2. Maryam Karbasi (*not interviewed*)

Parks and Recreation Commission Applicants

1. Salvatore Bozzo
2. Theresa Graham

Planning Commission Applicants

1. Stefanie Elle (incumbent)
2. Terence Fugazzi (incumbent)
3. Monica Valdez
4. Maryam Karbasi (*not interviewed*)

Open Government Commission Applicant

1. Ann Marie McCauley

Youth Commission Applicants

1. Valeria Gomez
2. Chad Knauss (*withdrew*)
3. Emily Lai
4. Biruh Abaneh
5. Gianna Garcia
6. Zara Ting-Tee
7. Fanya Xu

All applications and the 2023 Planning Commission attendance log are included with this staff report.

Attachments:

1. Arts & Culture Commission Application - Amy Hufford
2. Arts & Culture Commission Application – Maryam Karbasi
3. Open Government Commission Application - Ann Marie McCauley
4. Library Commission Application - Karla Cordero
5. Library Commission Application – Maryam Karbasi
6. Parks and Recreation Commission Application - Salvatore Bozzo
7. Parks and Recreation Commission Application - Theresa Graham
8. Planning Commission Application - Stefanie Elle (Incumbent)
9. Planning Commission Application - Terence Fugazzi (Incumbent)
10. Planning Commission Application - Monica Valdez
11. Planning Commission Application – Maryam Karbasi
12. Youth Commission Application - Valeria Gomez
13. Youth Commission Application - Emily Lai
14. Youth Commission Application - Biruh Abaneh
15. Youth Commission Application - Gianna Garcia
16. Youth Commission Application - Zara Ting-Tee
17. Youth Commission Application - Fanya Xu
18. 2023 Planning Commission Attendance Log



City of Gilroy Board, Committee, & Commission Application

**All Commission, Board, and Committee applications are a public record.*

Board/Committee/Commission of Interest:		Arts and Culture Commission	
Name: Amy hufford			
Phone number(s):	Home - [REDACTED]	email address*:	[REDACTED]
Are you a registered voter within the City limits?		Yes	
Physical Address*:	[REDACTED]		
Driver's License or ID No.:	[REDACTED]	Date of Birth*:	[REDACTED]
		Last 4 of SSN:	[REDACTED]
List your qualifications for this appointment:			
I am a Gilroy native, I lived in the plaza Vasquez Apartments as a small child and am a child of a single parent home. My mother is deaf, I come from a very poor background but have found the light within myself and made a brand out of my art. I have aspirations of owning my own art gallery and doing pop up events and contributing to my community at the highest level of class and representation for my culture as possible. I believe I can make a difference in the lives of youth and showing them, it is possible to create a living out of you art. I am writing an article of the history of Gilroy and plan on interviewing many different people who have had a huge impact on this city. I know that i can make a difference and at the very least inspire many along the way.			
List any service to the community including any prior appointments:			
I have offered my writing services to write an article for the Gilroy dispatch, on the history of Gilroy and the individuals who played a big role in community activism. I have been a part of the artist round table meetings and try to be involved in the Gilroy arts.			
What are your goals while serving on this Board/Commission/Committee?			
My goals are to commit my time and creative talents to bring more awareness to Gilroy and attract more artist to collaborate and make our town a better place. To make a difference in the lives of the youth to make sure they are inspired to create and be successful in reaching their goals to become productive citizens.			
Why are you the most qualified to serve on this Board/Commission/Committee?			
I have an art background of 15 years (Acrylic portrait paintings) and I am so passionate about using my skills to give back to the community, I really think with the right support I can make a			

huge impact on many people with my art and connectiveness I have with my community. I want to inspire the young girls and boys to see that if a young female minority like me can make a difference in the community so can they. I want to continue to find creative ways to impact the young in a positive light as they are the future.

School: / Grade: null

✓	By clicking on this box, I declare under penalty of perjury that I am currently a registered voter within the City limits of the City of Gilroy. Furthermore, I understand that this application and any attachments are subject to disclosure under the Public Records Act and must complete mandatory Open Government Ordinance Training. I further understand that members of the Planning Commission, Building Boards of Appeals, and Physically Challenged Board of Appeals are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.
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City of Gilroy Board, Committee, & Commission Application

**All Commission, Board, and Committee applications are a public record.*

Board/Committee/Commission of Interest:		Arts and Culture Commission	
Name: Maryam Karbasi			
Phone number(s):	Mobile - [REDACTED]	email address*:	[REDACTED]
Are you a registered voter within the City limits?		No	
Physical Address*:	[REDACTED]		
Driver's License or ID No.:	[REDACTED]	Date of Birth*:	[REDACTED]
		Last 4 of SSN:	[REDACTED]
List your qualifications for this appointment:			
I have 2 girls , they are 10 and 8 years old, I m student of business of accounting , I want to join to here, for improve me and my 2 girls			
List any service to the community including any prior appointments:			
It's my first time that I want to join the group			
What are your goals while serving on this Board/Commission/Committee?			
I want to be in group for my personal development of myself and my daughter			
Why are you the most qualified to serve on this Board/Commission/Committee?			
I had so many changes in my life recently, so I want to be more calm and find more friends			
School: / Grade: null			

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	Appeals are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.
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City of Gilroy Board, Committee, & Commission Application

**All Commission, Board, and Committee applications are a public record.*

Board/Committee/Commission of Interest:		Library Commission	
Name: Karla Cordero			
Phone number(s):	Mobile - [REDACTED]	email address*:	[REDACTED]
Are you a registered voter within the City limits?		Yes	
Physical Address*:	[REDACTED]		
Driver's License or ID No.:	[REDACTED]	Date of Birth*:	[REDACTED]
		Last 4 of SSN:	[REDACTED]
List your qualifications for this appointment:			
I have never held a position like this, however I am very involved and help manage mom groups. I have also had past experience in my career being involved in different change management/ focus groups to help enrich and build our campus.			
List any service to the community including any prior appointments:			
I am a part of the Gilroy Gardening Group. I am involved with Girl Scouts, 4H. I am looking to become more involved in the community. I have no prior appointments.			
What are your goals while serving on this Board/Commission/Committee?			
To bring the community together. To plan events that people in the community crave. To have the library be the heart of the community, not only for the Chuy, but for adults, too.			
Why are you the most qualified to serve on this Board/Commission/Committee?			
I have been an executive assistant for over 20 years. I am a part of multiple mom groups in this area, and I'm able to network and connect with parents of school aged kids easily. I have a 6 year old and I would love to see her grow up with our library as a hub for her educational needs. I am a great listener and know how to get things done quickly and efficiently. I have lots of great ideas to help the entire community and I would love to be a part of helping our city flourish.			
School: / Grade: null			

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City of Gilroy Board, Committee, & Commission Application

**All Commission, Board, and Committee applications are a public record.*

Board/Committee/Commission of Interest:		Library Commission	
Name: Maryam Karbasi			
Phone number(s):	Mobile - [REDACTED]	email address*:	[REDACTED]
Are you a registered voter within the City limits?		No	
Physical Address*:	[REDACTED]		
Driver's License or ID No.:	[REDACTED]	Date of Birth*:	[REDACTED]
		Last 4 of SSN:	[REDACTED]
List your qualifications for this appointment:			
I have 2 girls , they are 10 and 8 years old, I m student of business of accounting , I want to join to here, for improve me and my 2 girls			
List any service to the community including any prior appointments:			
It's my first time that I want to join the group			
What are your goals while serving on this Board/Commission/Committee?			
I want to be in group for my personal development of myself and my daughter			
Why are you the most qualified to serve on this Board/Commission/Committee?			
I had so many changes in my life recently, so I want to be more calm and find more friends			
School: / Grade: null			

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Appeals are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.
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City of Gilroy Board, Committee, & Commission Application

**All Commission, Board, and Committee applications are a public record.*

Board/Committee/Commission of Interest:		Open Government Commission	
Name:	Ann Marie McCauley		
Phone number(s):	Mobile - [REDACTED]	email address*:	[REDACTED]
Are you a registered voter within the City limits?		Yes	
Physical Address*:	[REDACTED]		
Driver's License or ID No.:	[REDACTED]	Date of Birth*:	[REDACTED]
		Last 4 of SSN:	[REDACTED]
List your qualifications for this appointment:			
I have attended or watched all the city council meeting since January 2023. I have also watched the open government, planning commission and downtown commission meeting to better understand the responsibilities of elects and citizens. I have read Chapter 17A of the City Code of the City of Gilroy directly related to this commission and understand most of it. I can commit to the time requirements for this position. I am able to aid in providing access to information and believe in the value of public participation. As a citizen of Gilroy my part on this commission is to insure the citizens remain in control of their government.			
List any service to the community including any prior appointments:			
Volunteer with Compassion Center, Pit Stop Out Reach, Evening Rotary. South County Representative for Mothers against Drug Addiction and Deaths. Participation and sponsorship in many city events like Offrenda Festiva and Rodeo.			
What are your goals while serving on this Board/Commission/Committee?			
I am very interested in learning how the city of Gilroy operates. My goal is to become a more educated citizen and ultimately qualified community leader. I'm concerned about how few people show up and would like to lessen the burden of those who do with constant and relevant participation.			
Why are you the most qualified to serve on this Board/Commission/Committee?			
Ability to show up when needed. Desire to learn and collaborate with others on ideas that make our city more effective and responsive to citizens.			

School: / Grade: null

✓

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City of Gilroy Board, Committee, & Commission Application

**All Commission, Board, and Committee applications are a public record.*

Board/Committee/Commission of Interest:		Parks and Recreation Commission	
Name: Salvatore (Sam) Bozzo			
Phone number(s):	Mobile - [REDACTED]	email address*:	[REDACTED]
Are you a registered voter within the City limits?		Yes	
Physical Address*:	[REDACTED]		
Driver's License or ID No.:	[REDACTED]	Date of Birth*:	[REDACTED]
		Last 4 of SSN:	[REDACTED]
List your qualifications for this appointment:			
Bachelor and Master degrees in Recreation. Worked for the City of San Jose from 1965 to 1974 and led teen program for the City of San Jose as well as developing a city-wide senior citizen program at the St James Community Center. Was a delegate at the White House Conference on Aging in 1971. Taught recreation at San Jose State University for 10 years. Served on the Gilroy Parks and Recreation Commission previously. Also served on the Personnel Commission and the Public Arts Committee.			
List any service to the community including any prior appointments:			
Past President of the Gilroy Garlic Festival in 1990. Served on the Gavlian Board of Trustees from 1972 to 1987. Served on the board of trustees for the Gilroy Foundation. Served on City of Gilroy Commissions as listed above. Created a scholarship for graduating seniors through the Gilroy Foundation by co-authoring 3 cookbooks that raised the money.. Served as chair of the Advisory Board of Pinnacle Bank in Gilroy. I am a retired honorary member of Sunrise Rotary. I am a member of the strategic planning committee for the Gilroy Garlic Festival. I am a member of the Gilroy Elks Lodge for 17 years with my focus on raising funds for annual scholarships for high school seniors.			
What are your goals while serving on this Board/Commission/Committee?			
Currently my goals are to ensure a comprehensive program for all age groups in Gilroy and to enhance the scholarship recreation programs for young people in Gilroy.			
Why are you the most qualified to serve on this Board/Commission/Committee?			
My background in recreation qualifies me to serve on this commission.			

School: / Grade: null

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City of Gilroy Board, Committee, & Commission Application

**All Commission, Board, and Committee applications are a public record.*

Board/Committee/Commission of Interest:		Parks and Recreation Commission	
Name: Theresa Graham			
Phone number(s):	Mobile - [REDACTED]	email address*:	[REDACTED]
Are you a registered voter within the City limits?		Yes	
Physical Address*:	[REDACTED]		
Driver's License or ID No.:	[REDACTED]	Date of Birth*:	[REDACTED]
		Last 4 of SSN:	[REDACTED]
List your qualifications for this appointment:			
I have been a Gilroy Park and Recreation commissioner for the last 4 years, attending commission meetings, contributing to discussions and ideas that may enhance our Gilroy Park and Recreation commission, and have a better understanding of what the city parks and recreation department gives back to the city.			
List any service to the community including any prior appointments:			
I have been a Park and Recreation Commissioner for the last 4 years and a member of the Gilroy Exchange Club, a service organization.			
What are your goals while serving on this Board/Commission/Committee?			
My goals while serving on this Board are to continue to contribute to the discussions to make sure our parks stay well-tended to and address any issues that are needed to keep our parks safe and inviting.			
Why are you the most qualified to serve on this Board/Commission/Committee?			
I have 4 years of experience on the Board and feel like I have a better understanding of what the Board can contribute to making our parks even better and have the time to be involved.			
School: / Grade: null			

☒ **By clicking on this box, I declare under penalty of perjury that I am currently a registered voter within the City limits of the City of Gilroy. Furthermore, I**

understand that this application and any attachments are subject to disclosure under the Public Records Act and must complete mandatory Open Government Ordinance Training. I further understand that members of the Planning Commission, Building Boards of Appeals, and Physically Challenged Board of Appeals are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.
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City of Gilroy Board, Committee, & Commission Application

**All Commission, Board, and Committee applications are a public record.*

Board/Committee/Commission of Interest:		Planning Commission	
Name: Stefanie Elle			
Phone number(s):	Mobile - [REDACTED]	email address*:	[REDACTED]
Are you a registered voter within the City limits?		Yes	
Physical Address*:	[REDACTED]		
Driver's License or ID No.:	[REDACTED]	Date of Birth*:	[REDACTED]
		Last 4 of SSN:	[REDACTED]
List your qualifications for this appointment:			
Over the past two years I've been honored to serve by City Council appointment to the Planning Commission. As part of my appointment, I've actively participated in yearly ethics training, required Planning Commission training and the training held for Planning Commission by Counsel and Staff including but not limited to 'Open Government Ordinance Training' and 'AB1234 Ethics Training' plus optional modules. I have familiarized myself with many City of Gilroy Documents such as our '2040 General Plan', 'City Code and City Charter', '2019 Handbook for Board, Commission, & Committee Members', as well as specific plans for projects. On a personal level, I am an engineer with an attention to detail. I also have experience in negotiating projects, plans and bridge solutions where both parties create new ideas to agree on instead of the original ones they presented.			
List any service to the community including any prior appointments:			
I've been serving on the Gilroy Planning Commission for the past two years. During this time, I've taken my appointed duty to act as an advisory board to the City Council on all planning and development issues brought before us with seriousness. Additionally, I've done my best to ensure that the general plan is implemented by reviewing development applications that come before the Planning Commission. This was done with guidance by Staff, documentation and training. I'd like to thank the Planning Staff for making the commission aware of training outside of those during commission meetings. I've been able to engage with two of them while serving my volunteer appointment. 'Historic Preservation Bootcamp for Local Governments: Essential Training in Three Parts' The course provided the fundamentals for planners, cultural heritage, planning, and historic preservation commissioners. Through examples of what other cities are implementing we learned how to expand the list of designated sites or recognize the areas of Gilroy that deserve historic designation. We discussed the Secretary of Interior Standards and why they matter. Finally, what I found the most interesting was how implemented city codes			

protect historic buildings so that they do not fall into disrepair or become blights. 'Silicon Valley Bike Summit 2022' This annual event has been held for over a decade. I was able to hear, meet and interact with active transportation leaders and organizers from government, the private sector, non-profits, innovators and other citizens. I was able to learn what other cities are doing to reduce traffic and increase other modes of transportation. Additionally, discussions on success factors in reducing parking requirements were very enlightening. Gilroy City Council was mentioned, specifically Counselor Fred Tovar, by Nuro, an exhibitor at the event. Some of the interesting topics were 'The Good, the Bad, and the Ugly of Travel Demand Management' and 'Bike Lanes Alone Are Not Enough: Bringing All the Puzzle Pieces Together'. Finally, we were given a book that provides very interesting statistics on bicycle research.

What are your goals while serving on this Board/Commission/Committee?

When I applied last year, I did not have any specific goals because I was unsure of the role and responsibilities of the Planning Commission. Having been able to volunteer my time for the past 24 months, I have learned how work intensive this position can be for those who want to learn and understand the workings of Gilroy government and city planning. I strive to continue to learn the roles and responsibilities of the Planning Commission. As part of the Planning Commission, I've worked closely with and been guided by City of Gilroy Planning Staff. The dynamics of the Planning Commission have changed dramatically over that time and I am very proud to be a part of it. As I come with more experience to this application, I feel comfortable to identify three major goals for the next four years: 1) Integrating with and learning from the Gilroy Planning Staff to remove silos. 2) Continue to be the voice of the public, even if my own opinion differs, and acting in the public interest. 3) Continue to educate myself and the public about the roles of the Planning Commission and other parts of city government to the best of my ability.

Why are you the most qualified to serve on this Board/Commission/Committee?

In addition to the other items I've included in this application that add to my qualifications, I can say that I already understand the process and have a rapport with Staff. I am not afraid to ask questions of Staff. On the other hand, many times I have defended staff in and outside of Commission sessions. I've dedicated much of my free time to prepare, watch previous sessions, read and learn. On a personal level... I am fair: I review applications and make decisions based on the merits of the issues. I try to consider the laws and the public's expectations with regards to the general plan and other planning policies. I endeavor to promote equality and treat all people, projects and perspectives impartially. I have compassion: I recognize the government's responsibility to represent all community members here in Gilroy. I embrace exceptions to planning policies when there are unintended consequences or undue burdens. I realize that some people are intimidated by the public process and encourage stress-free communication as much as possible. Respect for others is critical: I treat fellow officials, Staff and the public with courtesy, even when we disagree. I focus on the merits in discussions, not personalities, character or motivations. I value diverse opinions to build consensus. I am responsible: I come to meetings prepared. I represent my appointment and the City of Gilroy before third parties' interests. Integrity is important to me: I am truthful with my fellow commissioners, the public and others. I am prepared to make unpopular decisions to further the public's interest. I strive for public trust: My obligation is to serve the whole community. I focus on implementing the policies expressed in the general plan. I consider the interests of the entire community in reaching my decisions. I have great respect for my community and City of Gilroy: I endeavor to provide courtesy to officials, Staff and the public, even when we disagree. I focus on the merits in discussions, not personalities, or motivations. I believe that diverse opinions are critical in consensus.

School: / Grade: null

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City of Gilroy Board, Committee, & Commission Application

**All Commission, Board, and Committee applications are a public record.*

Board/Committee/Commission of Interest:		Planning Commission	
Name: Terence Fugazzi			
Phone number(s):	Mobile - [REDACTED]	email address*:	[REDACTED]
Are you a registered voter within the City limits?		Yes	
Physical Address*:	[REDACTED]		
Driver's License or ID No.:	[REDACTED]	Date of Birth*:	[REDACTED]
		Last 4 of SSN:	[REDACTED]
List your qualifications for this appointment:			
I have been a Gilroy resident for more than 10 years. Through study and now formal training by our city officials, I have already begun my journey in becoming an informed and engaged planning commissioner. Reading, digesting, and understanding long documents such as our planning commission packets is not just something that comes natural to me, and that I excel at, but something I enjoy as well. My background in engineering also helps me take a logical approach to many issues in my life - looking at the facts, options, and ground rules, and applying them accordingly to the decisions that come before me.			
List any service to the community including any prior appointments:			
I currently serve on the Planning Commission. Previous to that, I have served for a partial term on both the Open Government and Parks and Recreation Commissions before accepting my current position. I also have attended all but one of the organized city cleanup efforts over the last year. I regularly walk and pick up trash along the Uvas Creek Preserve as well as put out small smoldering campfires left unattended in that area.			
What are your goals while serving on this Board/Commission/Committee?			
In relation to city planning, to continue to serve the community at large by studied review and application of facts to help our city make good decisions on growth, in a manner that best follows our General Plan and other city master plans.			
Why are you the most qualified to serve on this Board/Commission/Committee?			
Firstly I am already on the planning commission and have become informed, involved, and formally trained on many key aspects of the role, housing, and the planning process. For the past year serving on commissions, I have only missed one meeting, and that was due to illness			

that I did not wish to pass to others. I have been very active in staying informed and involved in issues within our city over the last couple of years and understand well how these issues affect many segments of our community. I have attended all but two city council meetings in the last 15 months, many other commission meetings, the downtown committee meetings, and other community meetings revolving around issues in our city. I have made it a priority to become intimately involved with the process of our housing element and have read and digested each version from front to back. I study every city council and planning commission packet, our city budget, and other documents of concern to the citizens of our city so as to become as informed as I possibly can be. I engage our city leaders and city administration with questions, ideas, and assistance whenever possible.

School: / Grade: null

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City of Gilroy Board, Committee, & Commission Application

**All Commission, Board, and Committee applications are a public record.*

Board/Committee/Commission of Interest:		Planning Commission	
Name: Monica Valdez			
Phone number(s):	Mobile - [REDACTED]	email address*:	[REDACTED]
Are you a registered voter within the City limits?		Yes	
Physical Address*:	[REDACTED]		
Driver's License or ID No.:	[REDACTED]	Date of Birth*:	[REDACTED]
		Last 4 of SSN:	[REDACTED]
List your qualifications for this appointment:			
- I have worked for a general contractor in Campbell for 12+ years - I have a degree in Construction Management from Cal Poly, SLO - I was born and raised in Gilroy and have its best interests at heart			
List any service to the community including any prior appointments:			
Gilroy Leadership Class of 2022			
What are your goals while serving on this Board/Commission/Committee?			
My goal is to get more involved in the community in an area that I understand the most. My husband and I moved back to town full time when we bought our home in October of 2020, and after being a part of Leadership 2022, I have been searching for the best way to give back to Gilroy. I feel like the planning commission would be the best fit. I hope to help make recommendations to City council that will improve our growing community.			
Why are you the most qualified to serve on this Board/Commission/Committee?			
I feel like my career choice makes me a great candidate for the planning commission. Not only am I familiar with what it takes to get a building built, but I have been to many jurisdictions all over the bay area to pull permits and meet with City planners on large project developments. I have intimate knowledge into the process of pulling permits, understanding variances and zoning requirements, as well as seeing the process from a contractor's point of view. I also find the entire process of building fascinating, so I hope to bring a fresh perspective and excitement to the commission.			

School: / Grade: null

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City of Gilroy Board, Committee, & Commission Application

**All Commission, Board, and Committee applications are a public record.*

Board/Committee/Commission of Interest:		Planning Commission	
Name: Maryam Karbasi			
Phone number(s):	Mobile - [REDACTED]	email address*:	[REDACTED]
Are you a registered voter within the City limits?		No	
Physical Address*:	[REDACTED]		
Driver's License or ID No.:	[REDACTED]	Date of Birth*:	[REDACTED]
		Last 4 of SSN:	[REDACTED]
List your qualifications for this appointment:			
I have 2 girls , they are 10 and 8 years old, I m student of business of accounting , I want to join to here, for improve me and my 2 girls			
List any service to the community including any prior appointments:			
It's my first time that I want to join the group			
What are your goals while serving on this Board/Commission/Committee?			
I want to be in group for my personal development of myself and my daughter			
Why are you the most qualified to serve on this Board/Commission/Committee?			
I had so many changes in my life recently, so I want to be more calm and find more friends			
School: / Grade: null			

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Appeals are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.
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City of Gilroy Board, Committee, & Commission Application

**All Commission, Board, and Committee applications are a public record.*

Board/Committee/Commission of Interest:		Youth Commission	
Name: Valeria Gomez			
Phone number(s):	Mobile - [REDACTED]	email address*:	[REDACTED]
Are you a registered voter within the City limits?		No	
Physical Address*:	[REDACTED]		
Driver's License or ID No.:		Date of Birth*:	Last 4 of SSN:
List your qualifications for this appointment: Helped in community solutions, the events of San Ysidro Park. Been in digital nest			
List any service to the community including any prior appointments: I have helped my mom and my aunt with the events that Monica in San Ysidro Park has held and also events in community solutions that they have held.			
What are your goals while serving on this Board/Commission/Committee? My goal while serving on this Committee is to learn more about my community and to have involvement with other people around me.			
Why are you the most qualified to serve on this Board/Commission/Committee? I am most qualified to serve on this Committee because I have been around with my community and have helped with events.			
School: Gilroy Prep / Grade: 8th			

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Commission, Building Boards of Appeals, and Physically Challenged Board of Appeals are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.



City of Gilroy Board, Committee, & Commission Application

**All Commission, Board, and Committee applications are a public record.*

Board/Committee/Commission of Interest:		Youth Commission	
Name: Emily Lai			
Phone number(s):	Mobile - [REDACTED]	email address*:	[REDACTED]
Are you a registered voter within the City limits?		No	
Physical Address*:	[REDACTED]		
Driver's License or ID No.:		Date of Birth*:	Last 4 of SSN:
List your qualifications for this appointment:			
- founded a community service club in Gilroy and is serving as co-president - journalist position for non profit organization - leadership role for church and religion school - served as vice president on asb for 2 years - job as a tutor - school tutor			
List any service to the community including any prior appointments:			
I am the president of a community service community club that began as a school club, but now is available for anyone from (hollister to morgan hill). It is known as interact club. I work hand in hand with my rotary club/Rotarians. I participate in community service as well as host/organize events for community service opportunities for other teens to be an active member of their community. For instance, I have have organized community service projects for senior citizens, children in hospitals, military workers, and many more events. Additionally, I serve as a journalist for a non profit organization to engage youth in community service and projects. Lastly, I worked on a leadership board, volunteering for churches and religion schools. We went on retreats and organized events for our churches.			
What are your goals while serving on this Board/Commission/Committee?			
I would like to be apart of the Youth Commission Board as I want to better Gilroy's community, making it more inclusive and adequate for the youth to thrive. By being apart of the youth board, I can advocate for myself as a 16 year old girl, but more importantly represent and speak for my friends, neighbors, and peers to make a difference in their community, allowing them to become a more involved member of their community. The biggest problem I have faced as being a youth in Gilroy is having a lack of activities or places to socialize with my friends. I strongly believe this is a major aspect of building a community, as people need places to build relations and have a fun time. If I am appointed to be on this board, I plan to pitch ideas to fundraise to earn			

money, Therefore we can further have funds to plan and organize events and socials, that allows youth to go to. Additionally, if possible, I would love to offer ideas of what the City of Gilroy should build to make the city more inclusive for teens.

Why are you the most qualified to serve on this Board/Commission/Committee?

I am most qualified to serve on this board as I have the leadership skills and experience that are necessary for this role. Additionally, as I am an active youth of this community, I know what issues or topics need to be addressed, but more importantly I have plenty of ideas on ways to help.

School: Dr. TJ Owens Gilroy Early College Academy / Grade: 11th

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City of Gilroy Board, Committee, & Commission Application

**All Commission, Board, and Committee applications are a public record.*

Board/Committee/Commission of Interest:		Youth Commission			
Name:					
Biruh Abaneh					
Phone number(s):		Mobile -		email address*:	
Are you a registered voter within the City limits?					
No					
Physical Address*:					
Driver's License or ID No.:		Date of Birth*:		Last 4 of SSN:	
List your qualifications for this appointment:					
I am socially orientated and get along with others in different age levels. I am able to cooperate and work with others despite differences. I consider myself to be logical and capable of coordinating events and plans.					
List any service to the community including any prior appointments:					
Although I do not have specific appointments with the community, I have helped plan events helping others throughout my life, whether involving school, friends, or family.					
What are your goals while serving on this Board/Commission/Committee?					
I know the young often do not have opportunities to have a voice, especially when the decisions involve them. This commission is a great way for me to help provide that voice for so many others. There are multiple aspects of our beautiful city that the youth believe should change, and although not every request can be accepted, I hope to be a happy medium between the youth and the City Council, allowing many compromises that please both groups of our city. Considering my ability to cooperate and work well with others, my goal is to help unify the commission and along with it, the youth of the city.					
Why are you the most qualified to serve on this Board/Commission/Committee?					
I believe I am well qualified to serve on the commission because of my academic performance, collaborative abilities, and determination to complete my goals. Most importantly, my passion for helping the community makes me well fit to serve on the commission.					
School: Brownell Middle School / Grade: 8th					

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City of Gilroy Board, Committee, & Commission Application

**All Commission, Board, and Committee applications are a public record.*

Board/Committee/Commission of Interest:		Youth Commission	
Name: Gianna Garcia			
Phone number(s):	Mobile - [REDACTED]	email address*:	[REDACTED]
Are you a registered voter within the City limits?		No	
Physical Address*:	[REDACTED]		
Driver's License or ID No.:		Date of Birth*:	Last 4 of SSN:
List your qualifications for this appointment:			
I live and work in Gilroy. I serve as a role model for the younger students at my school. I'm active in sports, on the debate team, currently in the school play and volunteer at my school. I am comfortable speaking in public. I take pride in my community. I want to make it better and more inclusive for teens. I work well with large groups with various opinions. I'm honest, kind and compassionate.			
List any service to the community including any prior appointments:			
Aide to the youth sewing camp Library volunteer Science camp counselor Volunteer Gilroy Garlic Festival office Active in my school community. Open House family guide, new student shadow mentor			
What are your goals while serving on this Board/Commission/Committee?			
My goal is to be of service to the community where I live. I'm interested to see how city government operates. I'm concerned that the activities for people my age is limited in city programs. My hope is that as a committee we can find activities that appeal to the older youth population while continuing to grow the programs for the younger group			
Why are you the most qualified to serve on this Board/Commission/Committee?			
I am the most qualified because I have a great work ethic, I keep my commitments and I'm interested in making Gilroy a great place to live.			
School: Oakwood / Grade: 10th			

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City of Gilroy Board, Committee, & Commission Application

**All Commission, Board, and Committee applications are a public record.*

Board/Committee/Commission of Interest:		Youth Commission	
Name: Zara Ting-Tee			
Phone number(s):	Mobile - [REDACTED]	email address*:	[REDACTED]
Are you a registered voter within the City limits?		No	
Physical Address*:	[REDACTED]		
Driver's License or ID No.:		Date of Birth*:	Last 4 of SSN:
List your qualifications for this appointment:			
My qualifications for this appointment are the following: 1) In 2022, I worked as a mentor in the STAR Arts Education program here in Gilroy. I was a part of the pioneer crew for the infamous Oak Tree Garden, which belonged to the Ohlone people for centuries. I was absolutely honored to share this rich history with the youth of the program. I worked with Mrs. Marilyn Cardinali to guide the students and introduce the children through the powerful concept of theater. Prior to this, I was also a part of STAR's podcasting class, in which I worked with Mr. Ethan Chargin to later help create a video to promote the new musical Puff's to other youth and expose them to the wonders of being in a community based musical. 2) As a Junior Olympic Gymnast from 2015 through 2020, I helped coach young and aspiring gymnasts who were interested in being a part of the competitive team. I absolutely loved teaching and guiding these junior gymnasts to embody the life and skills of a competitive gymnast. Some of these junior gymnasts have joined the team and have given back their knowledge to the community by being great role models and excellent leaders. 3) I have volunteered at various elementary/middle schools across Gilroy. I have also went back to mentor and give a presentation to upcoming middle-schoolers in my previous fifth grade GATE class in Rucker Elementary. I gave them honest and significant advice on the transition from elementary to middle school and the transition from middle school to high school. I was incredibly honored to stand in place of those who had done the same for me. 4) I was actively involved in Gavilan's Science Alive Gallery and really enjoyed assisting the middle schoolers in finding their passions in science and math. It was so fun to watch the kids experience real science and to watch their amazement. My wish is for these students to gain the knowledge and eventually contribute their expertise to our city. 5) In my middle schools years, I was passionately involved as a member of the Kindness Club ran by Ms. Fortino (Brownell), in which we would visit Wheeler Manor to brings smiles to the senior community and visit the local shelters to care for our city's animals. It brought a lot of happiness and contentment to be involved in such a positive motion for our Gilroy community. 6) During COVID, I made personal cards to all the seniors at Wheeler Manor. My yearning to be a part of the community during the			

pandemic, has given me the opportunity to bring a little smile and joy to the senior residents during the unfortunate lockdown period. I was delighted to be a part of this while also being able to recruit other youth to do the same. 7) I am always open and active in GECA's student body. I consistently participate in school events and provide advice and ideas for the members of the student council to promote a healthy and inclusive environment in our GECA community.

List any service to the community including any prior appointments:

I was a mentor at STAR Arts and also helped promote the arts and sciences to youth in both the STAR and Science Alive programs. I am a frequent volunteer to schools across Gilroy and enjoy introducing others to being active in the amazing Gilroy community.

What are your goals while serving on this Board/Commission/Committee?

While serving on this Board/Commission/Committee, my main goal is to allow the youth community in Gilroy to understand and feel that they have a voice and role in our community. I also hope to encourage people to get more involved in the community itself, and I hope to be able to provide affective advice to help the board and city in any way I can. Throughout my life, I had been a recipient from very kind people in Gilroy, so now, I want to give back to our city and to the wonderful people in it.

Why are you the most qualified to serve on this Board/Commission/Committee?

I am a person who loves analyzing problems and finding solutions to them, in both large or more private situations. I have a huge interest to how the world works through trial and error and changes, so that is why I took multiple sociology classes, in the past year, in Gavilan College to better understand the functioning of societies. I am a great listener and have public speaking skills that I've gained through speeches, theater, and Poetry Out Loud. I enjoy voicing my honest opinion and working as a team to acknowledge issues and create greater opportunities for others. After the many mentors I've had through the years, such as police officers, librarians, school counselors/teachers, and even running non-profits, I believe I have a strong understanding of community and will make a conscientious effort to be an effective member of the Gilroy City Youth Committee.

School: Dr. TJ Owen's Gilroy Early College Academy / Grade: 10th

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City of Gilroy Board, Committee, & Commission Application

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Board/Committee/Commission of Interest:		Youth Commission	
Name: Fanya Xu			
Phone number(s):	Mobile - [REDACTED]	email address*:	[REDACTED]
Are you a registered voter within the City limits?		No	
Physical Address*:	[REDACTED]		
Driver's License or ID No.:		Date of Birth*:	Last 4 of SSN:
List your qualifications for this appointment:			
I'm dedicated and passionate about making a change in Gilroy. Not only so, I'm also responsible, which means that I'm very diligent when it comes to giving back to my community. While also having experienced some issues that youth might be experiencing, such as bullying, I feel like I can connect to the youth population more, making sure their voices are heard.			
List any service to the community including any prior appointments:			
None			
What are your goals while serving on this Board/Commission/Committee?			
To help the youth in Gilroy connect with each other, showing those who think they might not find people who share common interests with them that as a matter of fact, there are people out there who can reciprocate their interests. Additionally, I would love to plan fun events that encourage engagement while also having lasting impact on the community, such as letting youth interact more with the elders of the community, hear how much they have done for the community and help the elders.			
Why are you the most qualified to serve on this Board/Commission/Committee?			
I would love to work with other committees who share the same dedication and interest as me. I love working with others and above all, I love the community of Gilroy. I have seen how much Gilroy has been improved through the work of the Youth Commission and that has truly inspired me to also step up and contribute as much as I possibly can to continue that legacy of addressing issues that are present in Gilroy.			

School: GECA / Grade: 11th



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2023 PLANNING COMMISSION ATTENDANCE SHEET

	MEMBER	Jan * (Sp)	Feb	Mar	Apr	4/20*	May	Jun	Jul	*7/20 (Sp)	Aug	Sep	Oct	Nov	Dec
1	Manny Bhandal	P	P	P	P	P	P	P	P	P	P	P	P	P	P
2a	Michelle Montez	P	P	P	A	P	P	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2b	Terence Fugazzi	-	-	-	-	-	-	P	P	P	P	P	P	P	P
3	Joan Lewis	P	P	P	P	P	P	P	P	P	P	P	A	P	P
4	Stefanie Elle	P	P	P	P	P	P	P	P	P	P	P	P	A	P
5	Adriana Leongardt	P	P	P	P	P	A	P	P	P	P	P	P	P	A
6	Annedore Kushner	P	P	P	P	P	P	P	P	P	P	P	P	P	A
7	Kelly Ramirez	P	P	P	P	P	P	P	P	P	P	A	P	P	P

Resigned 6/1/2023

Appointed 6/10/2023

11.1.City of Gilroy Donation and Fundraising Policy

1. Staff Report:
2. Public Comment
3. Possible Action:

Council review and provide direction regarding the draft Donation Policy.



City of Gilroy

STAFF REPORT

Agenda Item Title: City of Gilroy Donation and Fundraising Policy

Meeting Date: January 8, 2024

From: Jimmy Forbis, City Administrator

Department: Administration

Submitted By: Bryce Atkins, Assistant to the City Administrator

Prepared By: Bryce Atkins, Assistant to the City Administrator

STRATEGIC PLAN GOALS

Develop a Financially Resilient Organization

RECOMMENDATION

Council review and provide direction regarding the draft Donation Policy.

EXECUTIVE SUMMARY

To aid the City and its commissions to effectively fundraise in a legally and operationally compliant manner, a donation and fundraising policy is needed. The attached Gilroy Donation and Fundraising Policy (Policy) is in draft form. It outlines the requirements and procedures surrounding soliciting donations, receiving donations, providing recognition to donors, and how to properly document and process receipts for donations. The Policy also outlines procedures on how to set-up and request approval of a fundraising campaign. Staff is bringing the draft Policy to Council for any direction regarding the policy before returning to Council at the next meeting for adoption on the Consent Calendar.

BACKGROUND

Per the City Charter, the Arts and Culture Commission (ACC) is tasked with conducting and managing fundraising for arts and culture activities in and for the City of Gilroy (City Charter Section 909(C)). Additionally, there may be times when the City may seek or receive donations from private persons, businesses, organizations, and others. The City currently does not have a policy in place regarding how to conduct fundraising, nor to receive and process donations. Additionally, other commissions, such as the Parks and

Recreation Commission (PRC), may also wish to fundraise for projects and programs for which they help advise.

ANALYSIS

Attached to this staff report is the draft Policy for Council review and to provide direction regarding any requested changes to the policy that are desired. The policy was pulled from policies that exist in other cities and then modified where needed to meet Gilroy's current structure and practices.

The draft policy has undergone review and modifications by the City Attorney's Office, as well as the Finance Department. The key provisions of the draft policy are identified below.

The draft policy:

- Identifies requirements for accepting donations. Some of these requirements include but are not limited to donations being consistent with City goals and objectives; must not conflict with law; does not provide any restrictions except those pre-approved by the City; appropriate recognition and acceptance based on value of the donation; and compliance with the Public Records Act.
- Outlines the procedures for accepting donations, and details information required to document the donation, the issuance of a receipt, and reporting to the appropriate level based on the amount of the donation.
- Discusses the need and requirements for fundraising programs, including the requirement to develop a plan which must be approved and include such information as the goal of the sponsorship, donation, and/or fundraising activities; target audience and method of outreach; and procedure for acceptance and reporting of activities, ensuring internal controls.
- Contains information about sponsorship agreements and naming rights.
- Lists cost, accounting and record keeping requirements for City staff to follow.
- Discusses special considerations for Real Property and works of art donations.
- Includes miscellaneous provisions and disclaimers, such as the City assuming no requirement of upkeep for materials donated; not guaranteeing the tax deductibility of a particular donation; and City employees with enforcement or regulatory authority (police, fire, inspectors, code enforcement officers) may not solicit donations in uniform.

Commission Reviews and Recommendations

The draft Policy has been presented to both the ACC and the PRC. Both commissions have approved their respective recommendations to the City Council to adopt the draft policy which is attached. Neither commission requested nor recommended any changes to the draft policy.

ALTERNATIVES

Council may provide direction to modify the draft policy.

FISCAL IMPACT/FUNDING SOURCE

None. There are no costs associated with this agenda item. In general, fundraising is performed to generate revenue, however some costs may be incurred but most likely absorbed in existing budget appropriations for the department or board/commission.

PUBLIC OUTREACH

The draft policy has been presented to the ACC on October 10th and December 12, 2023, and to the PRC on October 17 and November 21, 2023, at their regular public meetings. Additionally, this item was included in the publicly posted agenda for this meeting.

NEXT STEPS

Once direction is received, staff will make any final modifications to the policy and return the policy for approval to the following Council Meeting's consent calendar for adoption.

Attachments:

1. Draft Gilroy Donation and Fundraising Policy

DRAFT Donation and Fundraising Policy

PURPOSE

The purpose of this policy is to provide direction to City officials, appointees, and employees regarding the acceptance of donations by the City from donors, as well as the development and implementation of fundraising efforts. This policy is meant to formalize the process of receiving donations, and how to fundraise as may be commenced by the City or one of its commissions, committees, or boards.

POLICY

Unsolicited Donations

1. Requirements for accepting donations.
 - a. The donation must have a purpose consistent with City goals and objectives.
 - b. The City may decline any donation without comment or cause.
 - c. The donation will not be in conflict with any provision of law.
 - d. Any non-cash donation will be aesthetically and functionally acceptable to the City.
 - e. The donation will not add to the City's workload unless it provides a net benefit to the City.
 - f. The donation will not bring hidden costs such as starting a program the City would be unwilling to fund when the donation is exhausted.
 - g. The donation places no restriction on the City, unless agreed to by the City Administrator or Council.
 - h. The donation shall become property of the City.
 - i. All donations will receive recognition appropriate to the level and nature of the donation, as determined by the City. For those of a capital nature, that may be in the form of signage, marking, naming, or any other means the City may deem appropriate. Any naming of parks and recreation facilities shall be consistent with any City policy on the naming of such facilities. Regardless of the recognition strategy selected, the intent is to appropriately honor the donor for their contribution to the community. The appearance of traditional commercial advertising shall be avoided.
 - j. Donations exceeding \$5,000 shall be accepted through a written agreement consistent with the procedures herein. In-kind capital donations

will be subject to normal City review, permitting, inspection, and insurance requirements.

- k. All information and documentation regarding a donor or donors and their respective donation may be public information subject to disclosure pursuant to the California Public Records Act.

2. Procedures for Accepting Donations.

a. Procedures for all Donations.

- 1. A Donation Acceptance Form must be prepared on all donations accepted, which shall be provided to the Finance Department if under \$5,000 in value and submitted to the City Council if the value is greater. The Donation Acceptance Form shall be updated from time-to-time to collect pertinent information for legal and procedural compliance.
- ii. An inappropriate donation is one that meets one of the criteria below, and is to be rejected:
 - 1. Any donation that would violate the requirements of Section 1 of this policy.
 - 2. Any donation that may be of offensive or morally questionable material.
 - 3. Any donation that is connected with a restriction that entails special consideration or favors beyond any other resident, donating or non-donating, as it pertains to activities or functions undertaken by the City in the provision of services or goods.
 - 4. Any other concern, real or perceived, that may result in a loss of reputation, appearance of impropriety, or other negative impact on the City from accepting the donation.

b. Donations under \$5,000.

- i. The City Administrator must approve of receiving the donation before it can be accepted.
- ii. If the donation is appropriate and to be received, the City Administrator or their designee must complete the report to be given to the Finance Department as described above.
- iii. The City Administrator or designee shall determine the appropriate recognition, if the donation is accepted, for the donor(s).

c. Donations of \$5,000 or more.

- i. If the City Administrator determines that the donation is appropriate to be received, the City Administrator or designee shall prepare the report as described above to be given to the City Council at a public Council Meeting.
- ii. The City Council shall decide in its sole and absolute discretion whether or not to accept the donation, and appropriate the expenditure of any accepted monetary donation.
- iii. The City Council shall determine the appropriate recognition for the donor(s) if the donation is accepted.

Donation, Sponsorship, and/or Fundraising Programs

Fundraising may only:

1. Happen after a fundraising campaign is designed and established through a donation, sponsorship, and/or fundraising program approved by either the City Administrator or City Council, depending upon the nature of the program.
2. Be for official fundraising campaigns. The City does not accept fundraising for anything other than what is authorized in an approved program.
3. Be conducted in the manner as outlined in an approved program.

While fundraising may be conducted by other boards, commissions, committees or City staff, all donations shall be tendered to the Finance Department. The Finance Department will defer to the City Administrator or City Council's acceptance of each donation regarding its acceptable status.

Fundraising process

1. Boards, commissions, committees, and individual departments shall develop their donation, sponsorship, and/or fundraising programs in consultation with the City Administrator's Office and the Finance Department. In its simplest form, a proposed program may consist of a memorandum to the City Administrator indicating the following:
 - a. Goal of the sponsorship, donation, and/or fundraising activities.
 - b. Timeframe for the program.
 - c. Target audience and method of outreach.
 - d. Procedure for acceptance and reporting of activities, ensuring internal controls.
 - e. The types of donor or sponsor recognition that is available for specified value of donorship or sponsorship, subject to City Council approval if the

value of recognition is beyond the contract authority of the City Administrator or greater than the authority provided under this policy.

- f. The sponsorship level or range of sponsorship levels for the naming of the City property if permitted. Sponsorship naming for parks or recreation facilities must also comply with the City of Gilroy Parks or Recreation Facilities Naming, Community and Memorial Contribution, and Gift and Sponsorship Policy, or otherwise be approved by the City Council.
 - g. Specified or maximum sizes and identification of location(s) of any signage in recognition of the donation or sponsorship and any restrictions on the text of the recognition signage.
2. The department staff designated to oversee the department's donation, sponsorship and/or fundraising activities will ensure that the proposed donation, sponsorship and/or fundraising program does not conflict with existing City Code provisions, City policy or existing City sponsorships. Department staff shall also ensure that the City property involved is not subject to restrictions that would limit or prohibit the proposed donation or sponsorship.
3. The department staff accepting items donated to the City will ensure that the items are safe and durable, and meet any applicable City design or quality specifications, standards, and policies.
4. Where applicable, the department's donation, sponsorship and/or fundraising program shall set forth the conditions for acceptance of funds. Conditions shall be fair, impartial and shall not discriminate on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, or political views of the proposed donor.
5. Any department considering acceptance of a donation or sponsorship that may impact or affect other departments shall consult with those departments prior to acceptance of the proposed donation or sponsorship.
6. It shall be the goal of any departmental donation, sponsorship and/or fundraising program to find donors or sponsors providing the highest net benefit to the City, along with consideration of the quality of product or service to be received by the City.
7. All donations in cash shall be deposited and recorded with the Finance Department and deposited in a manner as stated within current policies.
8. Unaccepted Donations will be returned to the Donor.

Sponsorship Agreements

After the selection of a sponsor by the City Council, City Administrator or a department head, as appropriate, the terms of the sponsorship, including any expectation of a

significant return or recognition, shall be set forth in a written sponsorship agreement approved as to form by the City Attorney.

The City Administrator may include renewals of a sponsorship agreement at the City's option, provided that the aggregate of all the renewals is within the City Administrator's contract authority under the City Code and City Purchasing Policy. Any renewal shall be subject to annual appropriation by the City Council if City funding is involved.

Sponsorship agreements for parks or recreation facilities shall be subject to additional requirements as outlined in the City of Gilroy Parks or Recreation Facilities Naming, Community and Memorial Contribution, and Gift and Sponsorship Policy.

Costs, Accounting and Record Keeping

Departments shall maintain records that provide an audit trail for the receipt of all sponsorships and donations. Departments shall also comply with the following requirements:

1. All donations and sponsorships and the revenue, products, and services received shall be recorded and maintained for at least the expected life of the item or service, or for a specific time frame that has been established in the donation agreement or sponsorship agreement.
2. Donations or sponsorships paid for with a monetary contribution shall not be paid to staff in cash unless approved, in advance, by the Finance Department and department director and receipt of cash is properly documented.
3. A record of all sponsorships and donations including name, type, contact name if a company, amount, and disposition of sponsorship shall be kept up-to-date and accurate.
4. Departments shall report any donations or sponsorships received by the department through reports to the City Administrator's Office and the Finance Department.

Other Donations or Contributions

1. Real Property

Restricted donations of real property may be offered to the City for specified purposes. The City will review the proposed conditions of the restrictive donation of real property, if any, and determine in its sole and absolute discretion whether or not to accept the donation. All donations of any interest in real estate shall require City Council approval.

A donation involving real estate is more complex than cash donations and the donation agreement documenting a real estate-related donation should be prepared and approved by the City Attorney's Office. Terms and conditions of

such donations may vary from this policy's general requirements, based on approval of the City Council on a case-by-case basis.

2. Works of Art

If a contribution is proposed related to a work of public art covered by the City's Public Art Policy, the City's review and acceptance of the proposed contribution of public art shall be conducted in accordance with the City's Public Art Policy, which shall include the review and recommendation of the City's Arts and Culture Commission and compliance with any policies adopted regarding donations of works of public art.

DISCLAIMERS AND MISCELLANY

1. Different forms of contributions to the City present different opportunities and challenges. Therefore, it is not possible to establish blanket guidelines to cover all types of donation or sponsorship activity that the City may decide to pursue.
2. Unless expressly stated otherwise, the City does not intend to modify or change the non-public forum status of any City property by providing donor recognition or sponsorship recognition on City property.
3. The making of a donation or sponsorship to the City will not provide any extra consideration to the donating or sponsoring party in relation to any City procurement, any regulatory activities of the City, or other City business. No City employee or other City official is authorized to offer any such extra consideration to a donating party.
4. Any donation or sponsorship which, if accepted, would obligate the City to enter into a service or procurement agreement should be reviewed under the City procurement process.
5. The City encourages donations of material and equipment with the understanding that such items have a useful life, and that the City assumes no responsibility for replacement or upkeep. Once a donation is accepted, it becomes City property and the City may maintain, replace or dispose of the item unless the donation is explicitly restricted and accepted by the City as such.
6. The City cannot guarantee the tax deductibility of a donation but may provide the donating party with a letter of acknowledgement and a statement of the City's intended use. No Council Member, appointee, employee, volunteer, or agent of the City may state that a donation is tax deductible. Each donor must make their own determination as to whether a donated item or monetary contribution is tax deductible.
7. City staff shall maintain the highest standard of ethics in fundraising activities. All donations or sponsorships must directly enhance the City's ability to provide

goods or services to the public or for another valid public purpose and may not be used for the personal financial gain of any City employee.

8. City employees who have primary responsibility for the procurement of services, supplies, materials and equipment or public works should not engage in solicitation of donations or sponsorships.
9. City employees may only solicit donations or sponsorships pursuant to the individual department's donation, sponsorship, and/or fundraising programs approved by the City Administrator. City employees working in an enforcement or regulatory City position (i.e., Police, Fire, Code Enforcement, Building Inspection) shall not solicit donations or sponsorships from the public while they are wearing a City uniform, unless they receive explicit permission from the City Administrator.
10. At any time, the City Administrator, or a department if approved by the City Administrator, may reject any donation or sponsorship offered to the City.
11. Restricted donations that land outside of an authorized fundraising plan or are restricted to a degree where staff determines that the restriction is too limiting for effective use will not be accepted and will be returned to the donor. Pass-through donations to individuals or organizations via the City shall not be accepted.

11.2. City Council Downtown Committee (Part 1) - Subcommittee Reports and Recommendations – Plywood Removal and Vacancy Ordinances

1. Staff Report:
2. Public Comment
3. Possible Action:

Council discussion and direction regarding the report and recommendations provided by the Downtown Committee's Plywood Removal and Vacancy Ordinance Subcommittees.



City of Gilroy

STAFF REPORT

Agenda Item Title: City Council Downtown Committee (Part 1) - Subcommittee Reports and Recommendations – Plywood Removal and Vacancy Ordinances

Meeting Date: January 8, 2024
 From: Gilroy Downtown Committee
 Department: City Council
 Submitted By: Gilroy Downtown Committee
 Prepared By: Gilroy Downtown Committee

STRATEGIC PLAN GOALS

Promote Economic Development Activities

RECOMMENDATION

Council discussion and direction regarding the report and recommendations provided by the Downtown Committee's Plywood Removal and Vacancy Ordinance Subcommittees.

BACKGROUND

The Downtown Committee (Committee) was formed by Council on May 1, 2023, with its first meeting on May 9, 2023. The resolution forming the fifteen-member Brown Act committee established five Council Members as members of the Committee, each to appoint two of the remaining ten seats as detailed in the resolution.

The Committee is charged with reviewing and offering recommendations to improve the Gilroy Downtown. The Committee formed five sub-committees, each with a different focus area relating to improving the downtown. Below are the five subcommittees, in no particular order:

- Plywood Removal (PRS)
- Beautification of Downtown (BDS)
- Vacancy Ordinance (VOS)
- Noise Ordinance (NOS)
- Code Enforcement (CES)

Tonight's presentation from the Committee is for the recommendations developed by the PRS and VOS. Should Council direct staff to proceed with the recommendations, staff will return to the Council to update the department work plans to incorporate the work to implement these efforts. There will be legal and other operational review needed on the recommendations and how to proceed with implementation, which will need to be balanced against the other work currently in the department work plans.

ANALYSIS

Plywood Removal Subcommittee

The PRS conducted a review of the City's current policies and procedures regarding the use of plywood to board up all or portions of buildings in the downtown area. The PRS has identified potential improvements in the Gilroy City Code to help improve the conditions in our downtown related to the use of plywood. The PRS has crafted a draft, conceptual, red-lined version of the PRS's recommended edits to the City Code for Council consideration. If acceptable, the Committee recommends the draft version be finalized by City staff, working with the PRS, to create a finalized version of the ordinance for a future public hearing introduction with the intent of future adoption by the City Council.

The recommended changes to the City Code by this conceptual ordinance are summarized as follows, but will be discussed in the presentation by the Downtown Committee:

- Specifies a role for code enforcement officers in issuing notices after 90 consecutive days of buildings becoming vacant.
- Identifies that displays of art or other displays of cultural, historical, or educational value will have examples available in Community Development.
- Adding Section 5D.7(d) prohibiting drywall, sheeting, plastic, butcher paper, plain paper or other raw coverings, elaborating that all windows, openings, doors, facades, awnings, etc. must be finished in appearance.
- Plywood may be utilized for up to 90 days as-is. After 90 days, the plywood must be decorated consistent with the design criteria expressed in Section 5D.7(b). Failure to decorate would generate a fine of \$500 per month.
- The temporary frontage of decorated plywood must be removed after one year. Extenuating circumstances would potentially grant a grace period of an additional year. The fine for failing to remove the temporary plywood front is proposed by the Committee to be \$250 per month
- Each of the fines are proposed to be assessments on the property tax bill.
- The artwork is required to be respectful and appropriate for all ages in the community.

The proposal to attach the non-paid plywood removal fees to property tax bills, similar to garbage liens.

Vacancy Ordinance Subcommittee

The VOS has identified a need for a comprehensive vacancy ordinance. The subcommittee reviewed existing ordinances in cities like Fairfield, Sacramento, and Palm Springs. The VOS has issued the attached report, and is proposing a vacancy ordinance that would mandate the following:

- Building owners registering their vacant properties with the City within ten days.
- City inspections for these buildings to determine code compliance.
- Enforced renovations to meet code before re-occupancy.
- Implementation of a \$150 per week fine for failure to register a vacant building.
- Potentially exempting buildings from the vacancy ordinance if delays were due to pending power restoration from PG&E.

ALTERNATIVES

Council may issue any direction that it desires relating to these first recommendations from the Downtown Committee.

FISCAL IMPACT/FUNDING SOURCE

No detailed financial impact analysis has been conducted. Depending upon the direction of Council, any future actions will have a fiscal impact determined as part of the agenda report for any such agenda item.

PUBLIC OUTREACH

The Downtown Committee has been holding public meetings, including posted agendas, on a monthly basis. This item was also included on the publicly posted agenda for this meeting.

NEXT STEPS

Staff will proceed towards implementing any Council issued direction and return to Council with updates to the department work plans to incorporate the direction and work received.

Attachments:

1. Plywood Removal Subcommittee Draft Conceptual Ordinance
2. Vacancy Ordinance Subcommittee Report

5D.7 Window Displays and Plywood Store Fronts for Spaces not occupied for 90 Days

Whether or not a vacant commercial space is registered pursuant to this chapter, if any commercial space in the Downtown Historic District or Expansion District has been unoccupied for more than 90 consecutive days at the time this chapter becomes effective or any time thereafter, **a code enforcement officer will send a certified letter to the responsible person(s)** and the owner(s) shall immediately construct and/or install at least one of the following types of displays on or inside all ground-floor windows that face sidewalks, streets, alleys, or public open spaces:

- (a) Faux window dressings containing goods or services with the visual characteristics of a vibrant business using background panels or other methods to screen views of the unoccupied space from the street, sidewalk and public areas.
- (b) Works of art or other displays of cultural, historical, or educational value, using background panels or other methods to screen views of the unoccupied space from the street, sidewalk and public areas.
(Community Development will provide examples of appropriate artwork.)
- (c) Window paintings featuring visually appealing scenes depicting or suggesting business or cultural activities.
- (d) Drywall, sheeting, plastic, butcher paper, plain paper or other raw coverings are strictly prohibited. All windows, openings, doors, facades, awnings, etc. must be finished in appearance or in compliance with one or more of the above methods.**

Plywood Utilization: If the building façade needs to be removed, plywood may be utilized. Within 90 days of installation, plywood must be decorated following the above criteria. (Section B) If not, the building owner will be fined \$500 per month to be placed on the property tax bill until the temporary front complies with this ordinance.

The temporary front needs to be removed after one year. No additional permits will be approved until the active permit is completed, the temporary front is removed and all applicable fines are paid. After one year if the plywood is still in place, the building owner is subject to fines of up to \$250 per month which will appear on the property tax bill. If there are extenuating circumstances why the temporary front has not met this deadline, the building owner will ask the community development director to grant a one year extension.

- (e) Decorative artwork and mural proposal designs should be respectful and appropriate for all ages in the community. (Examples of artwork on file with Planning Dept.)**

(Ord. No. 2012-02, 1, 2-6-12)

Vacancy Ordinance:

The high number of vacant buildings can cause a major blight to our downtown area, cause real estate prices to drop and further suppress the economy of downtown. Furthermore, vacant buildings that are boarded up, or not maintained turn people away from enjoying downtown, or investing in it. The buildings encourage vandalism, breaking and entering, and misuse. Due to the longevity of vacancies, and the fact that many are owned by the same parties, a vacancy ordinance is long overdue to correct the growing problem in downtown.

Definition:

A vacant building is one where at least 35% or more of the building is unoccupied/not open for business or open to the public.

Vacant buildings will be required to register with the City of Gilroy within 10 days of becoming vacant. Once the building is registered, the City will review the condition of the building and assess if the building needs to be brought up to code. There will be a fine of \$150 per week that will be assessed for buildings that are not registered after the 10th day of vacancy.

The registration will include an annual monitoring fee of \$1,500. Contact information for the business owner, including name, address, and phone number, **and the day the building became vacant will be collected**, and this information will be posted in the window along with any codes that need to be brought up to date. The posted information will be known as the buildings' *Report Card*.

Vacant buildings that remain vacant for longer than 60 days will incur a *Vacancy Tax* in addition to the annual *Monitoring Fee*. The tax and the fee will be an assessment on the building's property tax, and will be the responsibility of the owner, whether or not the owner is responsible for the building not being open to the public. The *Vacancy Tax* will be an additional \$6,000 per year, the year starting on the 10th day of vacancy, or the date the building is registered, whichever is earliest.

Exemptions for the *Vacancy Tax* would need to be elaborated on, examples:

- A building that is up to code, and actively for lease or sale has an exemption up to 180 days from the date of registration, or 10 days after vacancy, whichever comes first.
- There is an active construction permit on the building with consistent and active construction on the premises. This allows a 180-day exemption from the

date of registration, or 10 days after vacancy, whichever comes first. If the construction is not complete within 180 days, the building owner may apply for one 90-day extension.

- If the owner is active-duty military and deployed, died, or inherited the building, they qualify for a 180-day exemption, and can apply for an extension if needed.

In-Use Definition would need to be further developed, examples:

- Any ground floor commercial space will not be considered in use unless either leased out to a bona fide tenant intending to use the space for a legal activity, or actually occupied, by an owner or some other party, for some substantially similar purpose

Examples of cities that have enforced a vacancy ordinance, and were used as reference in this write-up:

- City of Sacramento - Ordinance 2007-060
- City of Oakland - Exemptions **Chapter 4.56 - VACANT PROPERTY TAX 4.56.090 - Exemptions, 4.56.080 - "In use" determinations,**
- City of Palm Springs
- City of San Francisco

11.3. Police Department Axon Program and Community Survey Update

1. Staff Report:
2. Public Comment
3. Possible Action:

Receive report.



City of Gilroy

STAFF REPORT

Agenda Item Title: Police Department Axon Program and Community Survey Update

Meeting Date: January 8, 2024

From: Jimmy Forbis, City Administrator

Department: Police

Submitted By: Pedro Espinoza, Police Chief

Prepared By: Juan Rocha, Captain

STRATEGIC PLAN GOALS

Not Applicable

RECOMMENDATION

Receive report.

EXECUTIVE SUMMARY

The Gilroy Police Department's (GPD) priority has been to improve the safety of our personnel and increase our transparency efforts, both internally and externally. The GPD was an early adopter of the body-worn cameras (BWCs) system and first deployed them in 2012. The GPD has deployed conducted-energy weapons (CEWs) commonly referred to as "Tasers," and in-car cameras for approximately 20 years. The BWCs, tasers and in-car cameras have reached the end of their technological lifecycle precipitating the need to purchase the new Axon platform.

BACKGROUND

The City Council approved the purchase of Axon public safety technology equipment during the recent bi-annual budget approval process, which will enable the Police Department to provide best-practice, transparent, and equitable public safety services with current technology.

On June 19, 2023, the Council authorized the City Administrator to execute a ten-year contract with Axon Enterprise Inc. to purchase the Officer Safety Plan 7 and Fleet 3 Advanced bundle options for \$3.8 million.

The Police Department acquired the purchased equipment from Axon at the beginning of July 2023. From August to mid-September 2023, Axon and the Police Department conducted Department-wide training sessions and certified all authorized staff to deploy BWCs and CEWs. The Police Department officially deployed BWCs and CEWs on Monday, September 25, 2023.

The in-car Fleet 3 cameras are scheduled to be delivered and installed by Axon in February 2024, with a tentative go-live date of March 1, 2024.

During the life of the ten-year contract with Axon, the Department will receive new BWCs, CEWs, and in-car Fleet cameras on pre-determined dates as listed in the contract.

The following systems and equipment were included in the ten-year agreement with Axon:

Axon Evidence

The system provides management of all types of physical evidence and data, including body-worn video, in-car video, interview room video, CCTV, photographs, audio, documents, and more. It provides a chain of custody on evidence and reviews actions taken by users with access to the system. The system allows for the seamless sharing of evidence with the District Attorney and the uploading of evidence in any format. It includes redaction assistant software to detect and mask everyday objects, such as license plates, faces, and screens. It also allows for storing information generated by mobile devices in the field.

All evidence video footage from current and previous BWC and in-car camera systems stored in city servers are being transferred to Evidence.com (cloud-based) at no additional cost.

Axon Body 3 (BWC)

Axon Body 3 provides high-definition body cameras with reduced motion blur with clear evidence during playback and near-photographic levels of detail. It allows for live-streaming through Axon Respond and identifying officer locations while recording or live-streaming. It is compatible with Axon Signal, which allows for wireless activation. The camera has lights at the front that provide public transparency without compromising officer safety.

New cameras for all staff have been provided and deployed. New cameras will be provided to the Police Department on January 1, 2026, July 1, 2028, January 1, 2031, and July 1, 2033, of the agreement, ensuring technology is current and in good working order. If the existing camera is taken out of service by Axon before a scheduled

replacement date, the Police Department will be provided with the latest upgraded camera.

Axon Fleet 3

A vehicle-mounted two-camera system captures clear, panoramic evidence with integrated 4K Automated License Plate Reader (ALPR) coverage, covering three traffic lanes. The data integrates seamlessly with Evidence.com. ALPR cameras mounted on vehicles can assist with the identification of stolen vehicles, identify vehicles associated with crimes being investigated, and provide the ability to rapidly track and identify vehicles in proximity to a crime when officers arrive at a scene. It also allows officers to gain situational awareness through real-time alerts, and wireless pairing with body-worn cameras is provided. The first generation of Axon Fleet 3 cameras are scheduled to be installed and deployed by March 1, 2024. The Police Department will receive replacement in-car cameras on January 1, 2029, and January 1, 2034, per the agreement.

Axon Signal

Axon Signal is a technology that enables the Axon BWCs and in-car cameras to sense nearby events through a wireless signal and start recording. Axon Signal transmits signals to any camera within range wirelessly, enabling recording to occur when patrol car light bars are activated; magnetic locks in patrol cars are opened for less lethal shotgun or patrol rifle deployment; a handheld Taser is powered on; a BWC camera is manually activated to record; or when an officer unholsters their firearm. When a signal is transmitted due to the activation of a device with "signal" technology, all cameras within fifteen yards are remotely turned on to begin recording. High-stress situations are a primary cause for video loss through late activation or non-activation of cameras. Signal, through technology, reduces the likelihood of late or non-activation through automation.

Axon Taser 7

Axons' Taser 7 is the newest, less lethal smart weapon. As part of the agreement, Axon provided a Hook and Loop training suite to allow staff to integrate live training and the deployment of the new CEWs. In addition, Axon provided and will continue to provide all the requisite training cartridges to ensure training mandates are met for the life of the agreement, ensuring staff is up to date on using the device and reducing liability exposure. Axon will also provide the in-service cartridges for the length of the contract. All CEWs purchased as part of this agreement would carry Axon's warranty and liability policy for the life of the agreement. New CEWs were provided to the Police Department and are currently deployed by authorized personnel. New CEWs will be provided on July 1, 2030, per the agreement, ensuring the technology is current and in good working order. In the event the CEW deployed by the Police Department is taken out of service by Axon during the 10-year warranty period or in advance of the replacement date, the Police Department will be provided the next-generation CEW at no additional cost. As a result, the agency would retain warranty and Axon liability coverage for the life of the agreement.

Axon Respond

Axon Respond integrates location data and live-streaming video feeds from Axon devices to give officers, supervisors, and command staff a complete picture of evolving situations on any device. Data gathered from connected sensors are immediately accessible by the rest of the Respond real-time operations platform resulting in better visibility and faster responses.

Respond works seamlessly with Axon Body 3 cameras and the Fleet 3 in-car video system. The system provides the ability to see what is happening on the ground and send information through voice or text messages with automated event channels and attachment support. A field commander can view team member locations or streams and better coordinate a response to a critical incident.

Respond has already been utilized to locate an officer whose police radio malfunctioned and was in a foot pursuit of a violent subject. Backup officers were able to respond to the officer's location and provide emergency assistance.

Axon Performance

Axon Performance can streamline the supervisor review process and reduce the time it takes to ensure that teams are operating within agency guidelines and policies. The system evaluates calls for service, guides supervisors through their review workflows, keeps track of previously recorded reviews, and helps standardize the review process with a randomized video selection feature. Staff can utilize Axon Performance to access key BWC and in-car camera metrics near-real-time.

Axon Standards

With increased digital evidence and public expectations concerning transparency, Axon Standards is a solution that meets the unique needs of internal affairs and professional standards units. Axon standards will create one streamlined report that only shows required fields, helping save time and reduce errors. Streamlined report-writing for high-risk officer-involved events, such as use-of-force; clear task delegation and automated reminders; and data management capabilities support efforts to uphold integrity and values in every incident. With Standards, Supervisors benefit from a conditional show/hide feature and customizable fields to enable focus on the most critical information. Data is entered once with a boost from predictive typing and easily allows digital evidence to be attached to the report, resulting in smoother workflows and reduced redundancies. Police Department staff are presently collaborating with Axon personnel to incorporate Axon Standards tailored to the specific requirements and needs of the Police Department.

Axon Citizen

Axon Citizen has enabled staff to invite individual witnesses or the entire community to submit photos and videos of an incident directly. Submissions go straight to Evidence.com, where they are instantly categorized and searchable. Audit trails show officer and collection information and data. Community members can elect to keep their contact information from being stored in the application. Triage tools help officers

reviewing submissions quickly decide which media to accept or decline. Large volumes of submissions are supported no matter the size or scale of the event. This alternative has already demonstrated its effectiveness in minimizing the staff time needed for the collection and processing of digital evidence, compared to previous methods.

Axon View and Capture

Axon Capture is an application built for agency smartphones, making recording photo, audio, and video evidence easy and secure. Evidence is automatically tagged with GPS locations, and metadata is synchronized to the officer's Evidence.com profile without leaving the scene.

Axon Redaction

Redaction Assistant was designed to manage the most common objects found in body-worn videos, saving staff time so they can focus on more complex work. Redaction Assistant automatically identifies and redacts the screens, faces, and license plates in video footage.

Axon Auto-Transcribe

Auto-Transcribe allows a user to type a word and jump right to that spot in the video or audio, eliminating the need to review the whole file. This allows officers to reference, when necessary, details in the evidence that were said and by which speaker with embedded timestamps. It transcribes multiple videos/audio files simultaneously, including BWC video, in-car video, interview room video, CCTV, audio recordings, and more. It provides a high level of accuracy and sharing of transcripts. Auto-Transcribe is entirely CJIS compliant and is encrypted in transit and at rest.

Axon Virtual Reality (VR) Training

Axon VR Training prepares officers for complex real-world situations by bringing immersive content to devices that can be used wirelessly anywhere and pairing it with a comprehensive training platform. It provides officers with a library of over ten modules and enhances their ability to better address community needs with critical thinking, analytical, and de-escalation skills. It also provides officers with valuable tools and techniques to identify, address, and cope with the psychological impact of public safety professions. Access to training session recordings and analytics enables new coaching and program development opportunities. The Police Department's Defensive Tactics team will be utilizing this VR option during Department-wide pre-scheduled training sessions taking place in January and February of 2024.

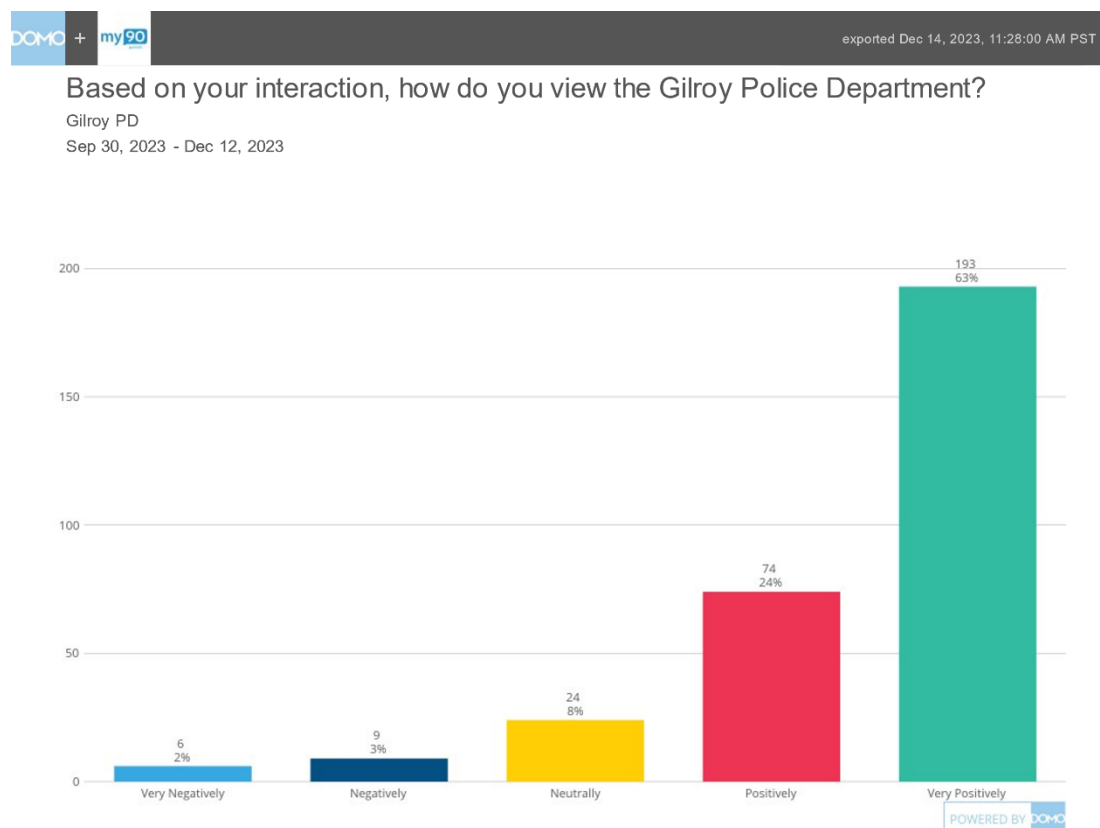
My90 By Axon

Part of the Police Department's FY24 and FY25 budget work plan is to increase the Department's transparency and community trust-building efforts via innovative engagement resources and ideas. One of the tools mentioned is via community surveys.

My90 is Axon's engagement tool that helps law enforcement leaders collect candid feedback from their officers and the communities they serve. My90 offers confidential

personnel, community engagement, and service call surveys for 9-1-1 callers. My90 collects, de-identifies, and aggregates the data to identify trends, surface positive feedback, and identify opportunities for improvement.

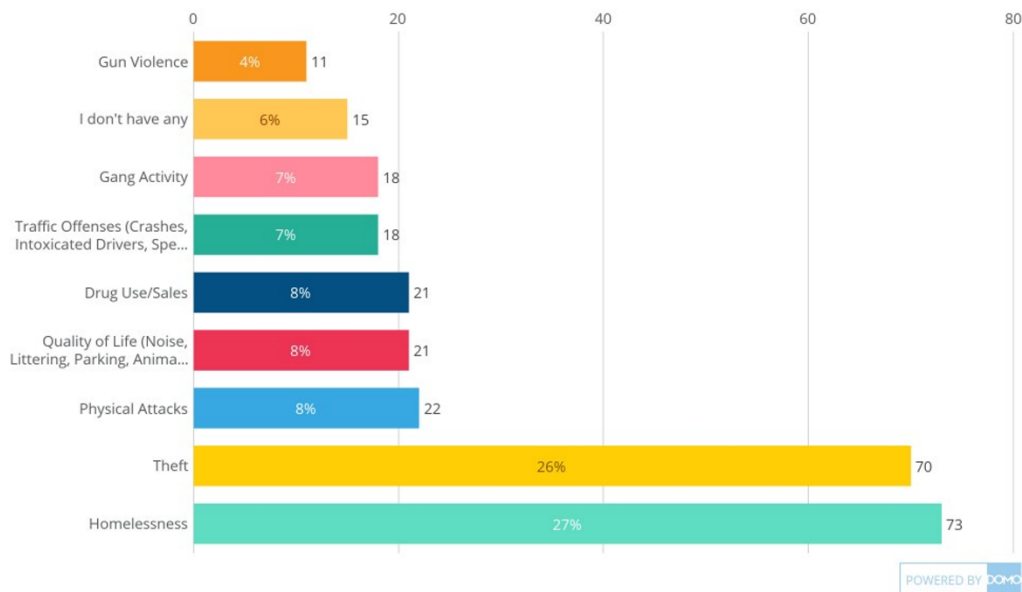
On October 1, 2023, the Police Department implemented the post-contact surveys, which community members receive on selected calls for service at the conclusion of the incident. As of December 14, 2023, 2,125 post-contact surveys have been sent out. The Police Department has received 331 responses. The responses provide measurable community feedback on community sentiment, procedural justice, community input on public safety concerns, and demographics. The anonymous responses are uploaded daily into an interactive dashboard, resulting in the satisfaction rates fluctuating based on the daily responses from the community. The survey recipient can complete the survey in the language their cell phone is formatted to. The following is some of the measurable data captured as of December 14, 2023.





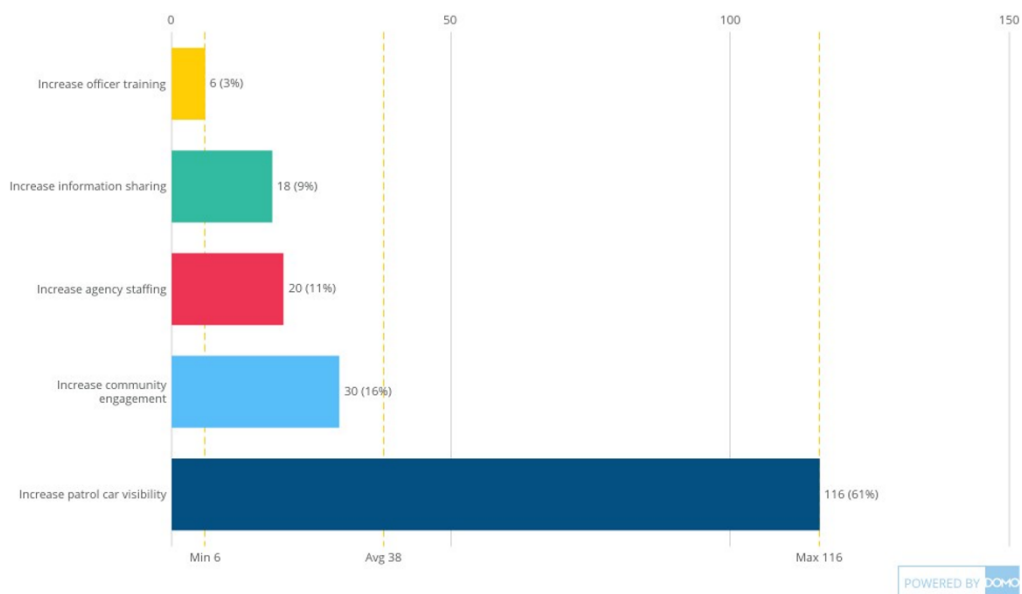
What is your top safety concern in your community?

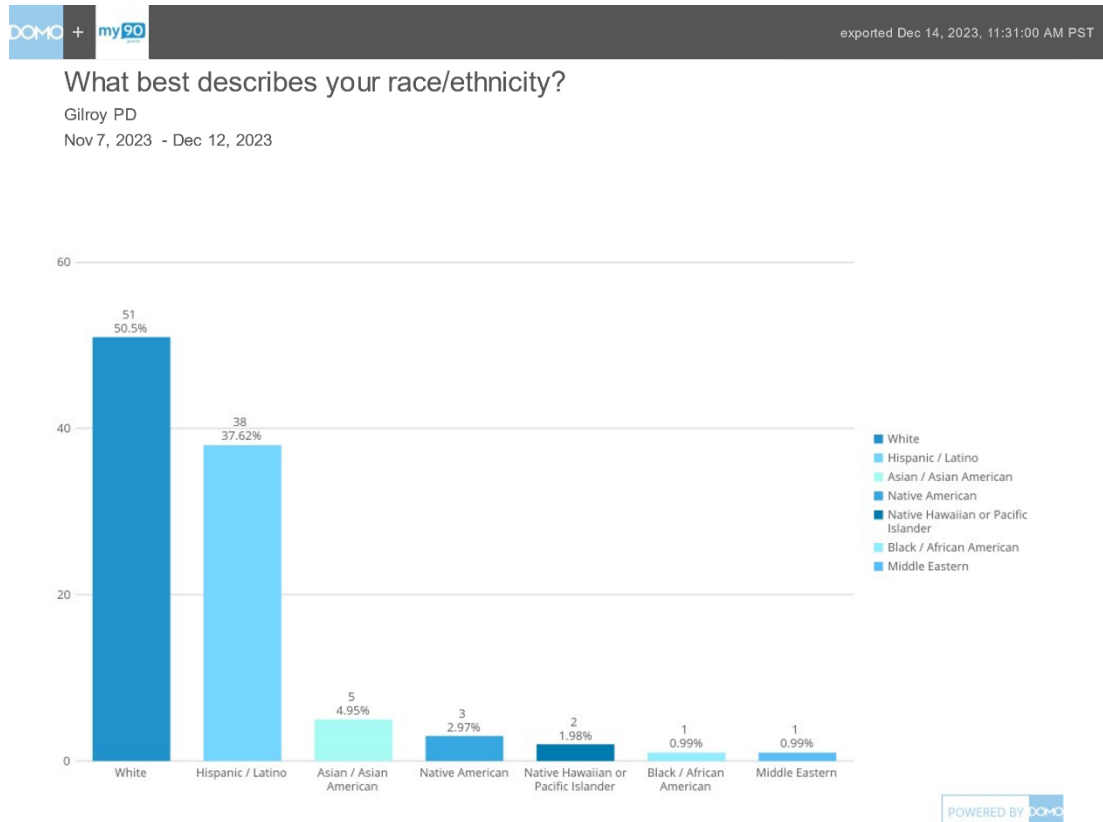
Sep 30, 2023 - Dec 12, 2023



What would you most like Gilroy PD to do to improve safety in your community?

Sep 30, 2023 - Dec 12, 2023





ANALYSIS

The Police Department will continue to utilize modern equipment to deliver an enhanced level of service to our community. This partnership with Axon will continue to afford us this opportunity. As equipment is received from Axon, a best practice approach will be utilized to deploy the equipment.

Results from the post-contact and community surveys will be analyzed on an ongoing basis to assist us in identifying not only areas where the Police Department is excelling but also areas of improvement.

The Department, along with Axon, is in the process of finalizing an internal wellness survey. The survey will capture and provide valuable information regarding the organization's overall health. Employees will have the opportunity to offer anonymous feedback on the following areas:

- Career development
- Overall feelings about their employment
- Personal health
- Stress
- Job satisfaction

The employee surveys will be sent out every six months. This will allow the Police Department to analyze the responses and identify any areas of concern or success, allowing the Police Department to adjust as deemed appropriate.

ALTERNATIVES

None - this is an informational item.

FISCAL IMPACT/FUNDING SOURCE

There is no additional fiscal impact.

PUBLIC OUTREACH

To further increase the Police Department's transparency and community engagement efforts, the results from the post-contact and community surveys will be made available on the Police Department's website effective January 9, 2024. The data available on the website will be updated automatically as the survey results are received. The Department will utilize social media and community engagement events to encourage all community members to complete the community engagement survey.

11.4.Consent to the Appointment of Heath McMahon as Utilities Director

1. Staff Report:
2. Public Comment
3. Possible Action:

Consent to the City Administrator's recommendation to appoint Heath McMahon to the department head position of Utilities Director.



City of Gilroy

STAFF REPORT

Agenda Item Title:	Consent to the Appointment of Heath McMahon as Utilities Director
Meeting Date:	January 8, 2024
From:	Jimmy Forbis, City Administrator
Department:	Administrative Services
Submitted By:	LeeAnn McPhillips, Administrative Services and Human Resources Director / Risk Manager
Prepared By:	LeeAnn McPhillips, Administrative Services and Human Resources Director / Risk Manager

STRATEGIC PLAN GOALS

Not Applicable

RECOMMENDATION

Consent to the City Administrator's recommendation to appoint Heath McMahon to the department head position of Utilities Director.

BACKGROUND

Utilizing the assistance of an executive search firm, Koff & Associates, the City recently completed a recruitment process for the position of Utilities Director. This action is consistent with the Council's approval of the creation of a Utilities Department as included in the FY24 budget. After a series of panel interviews comprised of subject matter experts, a community member, department heads, and the City Administrator, a top finalist was selected for the Utilities Director position, Heath McMahon. Based on his knowledge, skills, and leadership style, Mr. McMahon has been identified as a strong fit for the Utilities Director position. Mr. McMahon recently completed a thorough background check, and, at this time, City Administrator Forbis is recommending Mr. McMahon be appointed a Gilroy's first Utilities Director.

Mr. McMahon brings over twenty-five years of related work experience having worked in both local government and utilities districts across CA. Most recently, Mr. McMahon has held positions with Valley Water and Zone 7 Water Agency. Prior to working in Northern

CA, he worked for two districts in Southern CA as well as the City of San Clemente. Mr. McMahon started his career in civil engineering and holds a bachelor's degree in civil engineering from California State University, Long Beach. He is also a licensed professional civil engineer by the State of California.

Mr. McMahon was attracted to the Gilroy position from his experience with Valley Water and interacting with professionals from the City of Gilroy. This experience coupled with the creation of a new Utilities Department in Gilroy made the Utilities Director position a role that he wanted to take on and lead to success. Mr. McMahon has established relationships with utilities professionals in the region that will assist him in tackling the challenges associated with this position.

Mr. McMahon brings to this position some of the key leadership and management traits the City sought in the new director: strong technical and leadership skills, an excellent customer service orientation, an action-oriented work style focused on getting projects completed on time and within budget, the ability to establish and maintain partnerships, the ability to develop and lead teams, and creative problem solving. His management style is collaborative while at the same time holding his team accountable for results.

Understanding some of Gilroy's current challenges, Mr. McMahon is excited join the Gilroy team and put his talents to work to fulfill the Council's and City Administrator's priorities. In addition, this position will allow him to grow his experience in an active and engaged community where he will be responsible for all aspects of utilities.

FISCAL IMPACT/FUNDING SOURCE

The salary and benefits for this position have been included in the FY24 operating budget approved by Council and are paid from the Water (Fund 705) and Wastewater (Fund 700) funds.

NEXT STEPS

Upon consent of the City Council and issuance of a final offer letter, Mr. McMahon is scheduled to begin employment on January 10, 2024.