



CITY COUNCIL REGULAR MEETING AGENDA

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

MAYOR
Greg Bozzo



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

MONDAY, SEPTEMBER 8, 2025 | 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

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

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

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

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

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

post the documents before the meeting.

KNOW YOUR RIGHTS UNDER THE GILROY OPEN GOVERNMENT ORDINANCE

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

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

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

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.



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

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

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

The agenda for this regular meeting is outlined as follows:

- 1. **OPENING**
 - 1.1. **Call to Order**
 - 1.2. **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. PRESENTATIONS TO THE COUNCIL

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

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

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

3. REPORTS OF COUNCIL MEMBERS

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

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

Council Member Marques – ABAG, Downtown Committee, Santa Clara County Library Joint Powers Authority (alternate), Santa Clara Valley Habitat Agency Governing Board, Santa Clara Valley Habitat Agency Implementation Board, SCRWA (alternate)

Council Member Hilton – CalTrain Policy Group, Santa Clara County Expressway Plan

2040 Advisory Board (alternate), Silicon Valley Clean Energy Authority JPA Board, South County Youth Task Force Policy Team, VTA Policy Advisory Committee

Council Member Ramirez – ABAG (alternate), Gilroy Gardens Board of Directors (alternate), Gilroy Sister Cities, Gilroy Youth Task Force (alternate), SCRWA, Santa Clara Housing and Community Development Advisory Committee

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

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

4. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered by the City Council to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a request is made by a member of the City Council or a member of the public. Any person desiring to speak on any item on the consent calendar should ask to have that item removed from the consent calendar prior to the time the City Council votes to approve. If removed, the item will be discussed in the order in which it appears.

- 4.1. Acceptance of Grant Award from the Bay Area Urban Areas Securities Initiative and Approval of Fiscal Year 2026 Budget Amendment**
- 4.2. Approve the minutes of the August 18, 2025 Regular City Council Meeting**
- 4.3. Approve the Master Joint Use Agreement with Santa Clara Valley Water for the City of Gilroy's Trails Network**

5. BIDS AND PROPOSALS

- 5.1. Award a contract to SVA Architects, Inc. for Architectural Design Services for Library Improvements and Renovation 25-RFP-PW-520, and Adopt a Resolution Amending the Fiscal Year 2025-26 Budget to Appropriate the Funds**

- 1. Staff Report:
John Doughty, Public Works Director
- 2. Public Comment
- 3. Possible Action:
City Staff is recommending that Council:

- 1. Award a contract to SVA Architects, Inc. in the amount of \$390,660 (\$385,660 base fee and \$5,000 in reimbursable expenses) for

Architectural Design Services for the Library Improvements and Renovation Project;

2. Adopt a resolution to amend the Fiscal Year 2025-26 budget within the Gilroy Library Fund (405) to appropriate \$390,660; and
3. Authorize the Interim City Administrator to execute the agreement and all other related documents.

5.2. Amend a contract with Dewberry Engineers, Inc. to add \$29,880 to the contract for the design of the Lions Creek Project, and Adopt a Resolution to Amend the Fiscal Year 2025-26 Budget to Appropriate the Additional Funds

1. Staff Report:
John Doughty, Public Works Director
2. Public Comment
3. Possible Action:
 1. Amend a contract with Dewberry Engineers, Inc. to add \$29,880.00 to the contract for a total amount not to exceed of \$219,532.26;
 2. Adopt a resolution to amend the Fiscal Year 2025-26 Budget to appropriate the \$29,880.00 within the Transportation/Mobility Grants Fund (\$14,700.85) and the Gas Tax Fund (\$15,179.15); and
 3. Authorize the City Administrator to execute the amendment and related documents.

6. INTRODUCTION OF NEW BUSINESS

6.1. Authorize the City Administrator to Enter into an Eight-Year Master Services and Purchasing Agreement with Axon Enterprises, Inc., to Purchase the Axon Records Draft One Report Writing Software for \$499,233

1. Staff Report:
Ken Binder, Interim Police Chief
2. Public Comment
3. Possible Action:
 1. Authorize the City Administrator to enter into an eight-year master services and purchasing agreement with Axon Enterprises Inc. for \$499,233 to purchase the Axon records draft one report writing software; and
 2. Authorize the City Administrator to execute the master services and purchasing agreement and related purchasing documents.

6.2. Issuance of an Exploratory Request for Proposals for Use of Opioid Settlement Funds

1. Staff Report:
Bryce Atkins, Assistant to the City Administrator
2. Public Comment
3. Possible Action:
Council authorize staff to issue an exploratory request for proposals for the use of opioid settlement funds.

6.3. City Administrator Recruitment Process

1. Staff Report:
Greg Bozzo, Mayor
2. Public Comment
3. Possible Action:
 1. Review process for City Administrator recruitment.
 2. Establish a City Council Sub-Committee for the City Administrator recruitment process.
 3. Confirm that the salary information posted on the job flyer will be "Depending On Qualifications."

7. CITY ADMINISTRATOR'S REPORTS

8. CITY ATTORNEY'S REPORTS

9. CLOSED SESSION

9.1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to Paragraph (2) of Subdivision (d) of Government Code Section 54956.9 and Gilroy City Code Section 17A.11 Subdivision (3): One Case.

10. ADJOURN TO OPEN SESSION

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

11. ADJOURNMENT

FUTURE MEETING DATES

September 2025

15 City Council Regular Meeting - 6:00 p.m.

October 2025

06 City Council Regular Meeting - 6:00 p.m.

20 City Council Regular Meeting - 6:00 p.m.

November 2025

03 City Council Regular Meeting - 6:00 p.m.

17 City Council Regular Meeting - 6:00 p.m.

Meetings are webstreamed on the City of Gilroy's website at gilroy.city/meetings.



City of Gilroy

STAFF REPORT

Agenda Item Title: Acceptance of Grant Award from the Bay Area Urban Areas Securities Initiative and Adoption of a Resolution to Amend Fiscal Year 2025-26 Budget to Appropriate the Grant Funds

Meeting Date: September 8, 2025

From: Brad Kilger, Interim City Administrator
Andy Faber, City Attorney
Kim Mancera, City Clerk

Department: Administration

Submitted by: Brad Kilger, City Administrator

Prepared by: Andrew Young, Emergency Services & Volunteer Coordinator

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

1. Adopt a resolution accepting \$20,000 in grant funding from the Urban Areas Security Initiative (UASI) for the purchase of emergency preparedness equipment to support community outreach and education under the Santa Clara County Local Roadmap to Community Resilience project.
2. Adopt a resolution to amend the Fiscal Year 2025-26 budget to recognize grant revenue and appropriate expenditures in the amount of \$20,000.

EXECUTIVE SUMMARY

The City of Gilroy has been awarded \$20,000 in grant funding through the Urban Areas Security Initiative (UASI) under the Santa Clara County Local Roadmap to Community Resilience project. This funding will support the purchase of emergency preparedness equipment and outreach materials to strengthen community education, engagement, and resilience.

Acceptance of this grant will enable the City to expand outreach at community events, enhance public education campaigns, and provide residents with practical tools and

resources to prepare for disasters. Staff recommends that the City Council formally accept the grant award and approve the necessary budget amendment to recognize revenue and appropriate expenditures on a reimbursement basis.

BACKGROUND

The Santa Clara County Local Roadmap to Community Resilience project, coordinated through the Bay Area Urban Areas Security Initiative (UASI), provides funding to enhance community preparedness, resilience, and engagement across the region. This initiative prioritizes investment in public education, outreach tools, and community engagement programs to ensure diverse and at-risk populations have access to resources before, during, and after disasters in select communities throughout the Bay Area Counties.

As part of this regional effort, the City of Gilroy has been awarded \$20,000 to purchase emergency preparedness equipment and supplies. These resources will be used in community outreach events, training, and public education initiatives designed to strengthen household and neighborhood-level readiness.

ANALYSIS

The grant funding will allow the City to acquire equipment such as preparedness equipment, outreach tools, and educational materials that will be distributed or used during community engagement activities. These investments will directly support citywide preparedness goals, align with the County’s resilience roadmap, and increase public awareness of emergency response capabilities.

This funding is reimbursement-based and requires the City to front expenditures, after which reimbursement will be requested through the UASI grant management system. There is no local cost share or match requirement.

The proposed FY 2026 budget actions are:

- Expenditure Fund: 1001560-51520 - Support Services
- Revenue Fund: 1001560-43110 - Federal Reimbursement

ALTERNATIVES

Council may choose not to accept the grant. Staff does not recommend this action, as the City would forgo \$20,000 in funding specifically dedicated to community preparedness and resilience.

FISCAL IMPACT/FUNDING SOURCE

The \$20,000 grant will be reimbursed by Bay Area UASI upon submission of eligible expenditures. Staff recommends approval of a budget amendment to recognize \$20,000 in grant revenue and appropriate expenditures in the same amount within the Emergency Management Division, in the General Fund (100).

PUBLIC OUTREACH

This item has been included in the publicly posted agenda for this meeting. Grant-funded equipment will be used in community events, training, and education campaigns to increase disaster awareness and readiness. Outreach will prioritize diverse and underserved populations in alignment with the Santa Clara County Local Roadmap to Community Resilience project.

NEXT STEPS

If approved, staff will begin procuring preparedness equipment and materials in accordance with grant guidelines to support community outreach and education, and will submit all required documentation to UASI for reimbursement.

Attachments:

None

**AGREEMENT BETWEEN THE CITY AND COUNTY OF
SAN FRANCISCO AND THE CITY OF GILROY
FOR THE DISTRIBUTION OF FY 2023 UASI GRANT FUNDS**

THIS AGREEMENT is made this **JULY 15, 2025** in the City and County of San Francisco, State of California, by and between the **CITY OF GILROY** (“SUBRECIPIENT”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“San Francisco” or “City”), in its capacity as fiscal agent for the Approval Authority, as defined below, acting by and through the San Francisco Department of Emergency Management (“DEM”).

RECITALS

WHEREAS, The United States Department of Homeland Security (“DHS”) consolidated the separate San Jose, Oakland, and San Francisco Urban Areas into a combined Bay Area Urban Area (“UASI Region”) for the purpose of application for and allocation and distribution of federal Urban Areas Security Initiative (“UASI”) program grant funds; and

WHEREAS, The Bay Area Urban Area Approval Authority (“Approval Authority”) was established as the Urban Area Working Group (“UAWG”) for the UASI Region, to provide overall governance of the homeland security grant program across the UASI Region, to coordinate development and implementation of all UASI program initiatives, and to ensure compliance with all UASI program requirements; and

WHEREAS, The UASI General Manager is responsible for implementing and managing the policy and program decisions of the Approval Authority, directing the work of the UASI Management Team personnel, and performing other duties as determined and directed by the Approval Authority, and

WHEREAS, San Francisco has been designated as the grantee for UASI funds granted by the DHS through the California Office of Emergency Services (“Cal OES”) to the UASI Region, with responsibility to establish procedures and execute subgrant agreements for the distribution of UASI program grant funds to jurisdictions selected by the Approval Authority to receive grant funding; and

WHEREAS, San Francisco has been designated to serve as the fiscal agent for the Approval Authority, and to establish procedures and provide all financial services for distribution of UASI program grant funds within the UASI Region; and

WHEREAS, Pursuant to grant allocation decisions by the Approval Authority, the UASI Management Team has asked San Francisco to distribute a portion of the regional UASI grant funds to SUBRECIPIENT on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

1.1 **Specific Terms.** Unless the context requires otherwise, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

(a) **“ADA”** shall mean the Americans with Disabilities Act (including all rules and regulations there under) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

(b) **“Authorized Expenditures”** shall mean expenditures for those purposes identified and budgeted in Appendix A, attached hereto and incorporated by reference as though fully set forth herein.

(c) **“Event of Default”** shall have the meaning set forth in Section 7.1.

(d) **“Fiscal Quarter”** shall mean each period of three calendar months commencing on July 1, October 1, January 1, and April 1, respectively.

(e) **“Grant Funds”** shall mean any and all funds allocated or disbursed to City of Gilroy (Unique Entity ID: CBM1U23HUPK5) under this Agreement. This Agreement shall specifically cover funds allocated or disbursed from Cal OES Grant No. 2023-0042, Cal OES ID No. 075-95017, CFDA No. 97.067, per Cal OES award notice dated October 18, 2023

(f) **“Grant Plan”** shall mean the plans, performances, events, exhibitions, acquisitions or other activities or matter, and the budget and requirements, described in Appendix A and the WebGrants system. If SUBRECIPIENT requests any modification to the Grant Plan, SUBRECIPIENT shall submit a written request to the UASI General Manager with the following information: Scope of change requested, reason for change, proposed plan for change, summary of approved and requested modifications to the Grant Plan, and any necessary approvals in support of change (e.g., EHP).

(g) **“Indemnified Parties”** shall mean: (i) San Francisco, including all commissions, departments including DEM, agencies, and other subdivisions of San Francisco; (ii) San Francisco’s elected officials, directors, officers, employees, agents, successors, and assigns; and (iii) all persons or entities acting on behalf of the foregoing.

(h) **“Losses”** shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(i) **“Reimbursement Request”** shall have the meaning set forth in Section 3.10(a).

1.2 **Additional Terms.** The terms “as directed,” “as required” or “as permitted” and similar terms shall refer to the direction, requirement, or permission of City. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of City. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable or satisfactory to, City. The terms “include,” “included” or “including” and similar terms shall be deemed to be followed by the words “without limitation.” The use of the term “subcontractor,” “subgrantee,” “successor” or “assign” herein refers only to a subcontractor, subgrantee, successor or assign expressly permitted under Article 8.

1.3 **References to this Agreement.** References to this Agreement include: (a) any and all appendices, exhibits, schedules, and attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 10.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as “hereunder,” “herein” or “hereto” refer to this Agreement as a whole.

1.4 **Reference to laws.** Any reference in this Agreement to a federal or state statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction shall mean that statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction as is currently in effect and as may be amended, modified or supplemented from time to time.

**ARTICLE 2
ALLOCATION AND CERTIFICATION OF GRANT FUNDS;
LIMITATIONS ON SAN FRANCISCO'S OBLIGATIONS**

2.1 **Risk of Non-Allocation of Grant Funds.** This Agreement is subject to all federal and state grant requirements and guidelines, including DHS and Cal OES requirements, guidelines, information bulletins, and instructions, the decision-making of the Cal OES and the Approval Authority, the terms and conditions of the grant award; the approved application, and to the extent applicable the budget and fiscal provisions of the San Francisco Charter. The Approval Authority shall have no obligation to allocate or direct disbursement of funds for this Agreement in lieu of allocations for new or other agreements. SUBRECIPIENT acknowledges and agrees that grant decisions are subject to the discretion of the Cal OES and Approval Authority. Further, SUBRECIPIENT acknowledges and agrees that the City shall have no obligation to disburse grant funds to SUBRECIPIENT until City and SUBRECIPIENT have fully and finally executed this Agreement. SUBRECIPIENT acknowledges and agrees that if it takes any action, informal or formal, to appropriate, encumber or expend Grant Funds before final allocation decisions by Cal OES and the Approval Authority, and before this Agreement is fully and finally executed, it assumes all risk of possible non-allocation or non-reimbursement of funds, and such acknowledgement and agreement is part of the consideration of this Agreement.

2.2 **Certification of Controller; Guaranteed Maximum Costs.** No funds shall be available under this Agreement without prior written authorization certified by the San Francisco Controller. In addition, as set forth in Section 21.19 of the San Francisco Administrative Code:

(a) San Francisco's obligations hereunder shall not at any time exceed the amount approved in the grant award and/or by the Approval Authority, and certified by the Controller for the purpose and period stated in such certification.

(b) Except as may be provided by San Francisco ordinances governing emergency conditions, San Francisco and its employees and officers, and the UASI Management Team and its personnel, are not authorized to request SUBRECIPIENT to perform services or to provide materials, equipment and supplies that would result in SUBRECIPIENT performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement, unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. San Francisco is not required to pay SUBRECIPIENT for services, materials, equipment or supplies that are provided by SUBRECIPIENT that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and which were not approved by a written amendment to this Agreement having been lawfully executed by San Francisco.

(c) San Francisco and its employees and officers, and the UASI Management Team and its personnel, are not authorized to offer or promise to SUBRECIPIENT additional funding for this Agreement that would exceed the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. San Francisco is not required to honor any offered or promised additional funding that exceeds the maximum provided in this Agreement that requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.

(d) The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

2.3 SUPERSEDURE OF CONFLICTING PROVISIONS. IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.

ARTICLE 3 PERFORMANCE OF THE AGREEMENT

3.1 **Duration of Term.** The term of this Agreement shall commence on **JULY 15, 2025** and shall end at 11:59 p.m. San Francisco time on **DECEMBER 31, 2025**.

3.2 **Maximum Amount of Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed **TWENTY THOUSAND DOLLARS (\$20, 000)**. The City will not automatically transfer Grant Funds to SUBRECIPIENT upon execution of this Agreement. SUBRECIPIENT must submit a Reimbursement Request under Section 3.10 of this Agreement, approved by the UASI Management Team and City, before the City will disburse Grant Funds to SUBRECIPIENT.

3.3 **Use of Funds.**

(a) **General Requirements.** SUBRECIPIENT shall use the Grant Funds received under this Agreement for the purposes and in the amounts set forth in the Grant Plan. SUBRECIPIENT shall not use or expend Grant Funds for any other purpose, including but not limited to, for matching funds for other federal grants/cooperative agreements, lobbying or intervention in federal regulatory or adjudicatory proceedings, or to sue the federal government or any other government entity. SUBRECIPIENT shall not permit any federal employee to receive Grant Funds.

(b) **Modification of Grant Plan.** Under Sections 1.1(f) and 10.2 of this Agreement, SUBRECIPIENT may submit a written request to modify the Grant Plan. SUBRECIPIENT shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to such a request for modification until (1) the General Manager or designee has provided written approval for the request and (2) the parties have finally executed a modification of this Agreement under Section 10.2, to reflect the modified Grant Plan. In addition, if the modification request requires approval from the Approval Authority and/or Cal OES, as determined by the General Manager, SUBRECIPIENT shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to the modification request without approval from the Approval Authority and/or Cal OES.

(c) **No Supplanting.** SUBRECIPIENT shall use Grant Funds to supplement existing funds, and not replace (supplant) funds that have been appropriated for the same purpose.

(d) Obligations. SUBRECIPIENT must expend Grant Funds in a timely manner consistent with the grant milestones, guidance and assurances; and make satisfactory progress toward the goals, objectives, milestones and deliverables in this Agreement.

3.4 **Grant Assurances; Other Requirements; Cooperation with Monitoring.**

(a) SUBRECIPIENT shall comply with all Grant Assurances included in Appendix B, attached hereto and incorporated by reference as though fully set forth herein. SUBRECIPIENT shall require all subgrantees, contractors and other entities receiving Grant Funds through or from SUBRECIPIENT to execute a copy of the Grant Assurances, and shall ensure that they comply with those Grant Assurances.

(b) In addition to complying with all Grant Assurances, SUBRECIPIENT shall comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES or the Approval Authority. SUBRECIPIENT shall require and ensure that all subgrantees, contractors and other entities receiving Grant Funds through or from SUBRECIPIENT comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES or the Approval Authority.

(c) SUBRECIPIENT shall promptly comply with all standards, specifications and formats of San Francisco and the UASI Management Team, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and compliance with this Agreement. SUBRECIPIENT shall cooperate in good faith with San Francisco and the UASI Management Team in any evaluation, inspection, planning or monitoring activities conducted or authorized by DHS, Cal OES, San Francisco or the UASI Management Team. For ensuring compliance with non-supplanting requirements, upon request by City or the UASI Management Team, SUBRECIPIENT shall supply documentation certifying that a reduction of non-federal resources occurred for reasons other than the receipt or expected receipt of Grant Funds.

3.5 **Administrative, Programmatic and Financial Management Requirements.** SUBRECIPIENT shall establish and maintain administrative, programmatic and financial management systems and records in accordance with federal and State of California requirements. This provision requires, at a minimum, that SUBRECIPIENT comply with the following non-exclusive list of regulations commonly applicable to DHS grants, as applicable to this Agreement and the Grant Plan:

- (a) Administrative Requirements:
 - 1. 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).
- (b) Cost Principles:
 - 1. 2 CFR Part 200, Subpart E - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133);
 - 2. Federal Acquisition Regulations (FAR), Part 31.2 *Contract Principles and Procedures, Contracts with Commercial Organizations.*
- (c) Audit Requirements:

1. 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).

3.6 **Technology Requirements.**

(a) National Information Exchange Model ("NIEM"). SUBRECIPIENT shall use the latest NIEM specifications and guidelines regarding the use of Extensible Markup Language ("XML") for all awards of Grant Funds.

(b) Geospatial Guidance. SUBRECIPIENT is encouraged to use Geospatial technologies, which can capture, store, analyze, transmit and/or display location-based information (i.e., information linked to a latitude and longitude), and to align any geospatial activities with the guidance available on the Federal Emergency Management Agency ("FEMA") website.

(c) Criminal Intelligence Systems Operating Policies. Any information technology system funded or supported by Grant Funds shall comply with 28 CFR Part 23, *Criminal Intelligence Systems Operating Policies*, if applicable.

(d) SUBRECIPIENT is encouraged to use the DHS guidance in *Best Practices for Government Use of CCTV: Implementing the Fair Information Practice Principles*, if Grant Funds are used to purchase or install closed circuit television (CCTV) systems or to support operational CCTV systems.

3.7 **Procurement Requirements.**

(a) General Requirements. SUBRECIPIENT shall follow its own procurement requirements as long as those requirements comply with all applicable federal and State of California statutes, regulations, requirements, policies, guides, guidelines and instructions.

(b) Specific Purchases. If SUBRECIPIENT is using Grant Funds to purchase interoperable communication equipment, SUBRECIPIENT shall consult DHS's SAFECOM's coordinated grant guidance, which outlines standards and equipment information to enhance interoperable communication. If SUBRECIPIENT is using Grant Funds to acquire critical emergency supplies, prior to expending any Grant Funds, SUBRECIPIENT shall submit to the UASI Management Team for approval by Cal OES a viable inventory management plan, an effective distribution strategy, sustainment costs for such an effort, and logistics expertise to avoid situations where funds are wasted because supplies are rendered ineffective due to lack of planning.

(c) Bond requirement. SUBRECIPIENT shall obtain a performance bond for any equipment items over \$250,000 or any vehicle, aircraft or watercraft financed with Grant Funds.

3.8 **Subgrantee and Contractor Requirements.**

(a) SUBRECIPIENT shall ensure and independently verify that any subgrantee, contractor or other entity receiving Grant Funds through or from SUBRECIPIENT is not debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs, under Executive Orders 12549 and 12689, as implemented at 2 CFR Part 3000. SUBRECIPIENT shall obtain documentation of eligibility before disbursing Grant Funds to any subgrantee, contractor or other entity. SUBRECIPIENT shall maintain documentary proof of this verification in its files. SUBRECIPIENT shall establish procedures for the effective use of the "Excluded Parties List System," to assure that it does not

provide Grant Funds to excluded parties. SUBRECIPIENT shall also establish procedures to provide for effective use and/or dissemination of the list to assure that its grantees and subgrantees, including contractors, at any tier do not make awards in violation of the non-procurement debarment and suspension common rule.

(b) SUBRECIPIENT shall ensure that any subgrantee, contractor or other entity receiving Grant Funds through or from SUBRECIPIENT complies with the requirements of 44 CFR Part 18, *New Restrictions on Lobbying*; and

(c) SUBRECIPIENT shall ensure that any subgrantee, contractor or other entity receiving Grant Funds through or from SUBRECIPIENT complies with the requirements of 2 CFR Part 3001, *Requirements for Drug-Free Workplace (Financial Assistance)*.

3.9 Monitoring Grant Performance.

(a) City and the UASI Management Team are both authorized to perform periodic monitoring reviews of SUBRECIPIENT’s performance under this Agreement, to ensure that the Grant Plan goals, objectives, performance requirements, timelines, milestone completion, budgets and other criteria are being met. Programmatic monitoring may include the Regional Federal Preparedness Coordinators, or other federal or state personnel, when appropriate. Monitoring may involve a combination of desk-based reviews and on-site monitoring visits, inspection of records, and verifications of grant activities. These reviews will involve a review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. The reviews may include, but are not limited to:

1. Evaluating eligibility of expenditures;
2. Comparing actual grant activities to those approved by the Approval Authority and specified in the Grant Plan;
3. Ensuring that any advances have been deposited in an interest bearing account and disbursed in accordance with applicable guidelines; and
4. Confirming compliance with: Grant Assurances; information provided on performance reports and payment requests; and needs and threat assessments and strategies.

(b) SUBRECIPIENT is responsible for monitoring and auditing the grant activities of any subgrantee, contractor or other entity receiving Grant Funds through or from SUBRECIPIENT. This requirement includes but is not limited to mandatory on-site verification visits.

(c) If after any monitoring review, the DHS or Cal OES makes findings that require a Corrective Action Plan by SUBRECIPIENT, the City shall place a hold on all Reimbursement Requests from SUBRECIPIENT until the findings are resolved.

3.10 Disbursement Procedures. San Francisco shall disburse Grant Funds to SUBRECIPIENT as follows:

(a) SUBRECIPIENT shall submit to the UASI Management Team, in the manner specified for notices pursuant to Article 9, a document ("Reimbursement Request") substantially in the form attached as Appendix C, attached hereto and incorporated by reference as though fully set forth herein. The UASI Management Team shall serve as the primary contact for SUBRECIPIENT regarding any Reimbursement Request.

(b) The UASI Management Team will review all Reimbursement Requests for compliance with this Agreement and all applicable guidelines and requirements. The UASI Management Team will return to SUBRECIPIENT any Reimbursement Request that is submitted and not approved by the UASI Management Team, with a brief statement of the reason for the rejection of the Reimbursement Request.

(c) The UASI Management Team will submit any Reimbursement Request that is approved by the UASI Management Team to DEM. City through DEM shall review the Reimbursement Request for compliance with this Agreement and all applicable guidelines and requirements. City shall return to the UASI Management Team any Reimbursement Request that is not approved by City, with a brief explanation of the reason for the rejection of the Reimbursement Request.

(d) If a rejection relates only to a portion of the expenditures itemized in any Reimbursement Request, City shall have no obligation to disburse any Grant Funds for any other expenditures itemized in such Reimbursement Request unless and until SUBRECIPIENT submits a Reimbursement Request that is in all respects acceptable to the UASI Management Team and to City.

(e) If SUBRECIPIENT is not in compliance with any provision of this Agreement, City may withhold disbursement of Grant Funds until SUBRECIPIENT has taken corrective action and currently complies with all terms and conditions of the Agreement.

3.11 **Disallowance.** SUBRECIPIENT agrees that if it claims or receives reimbursement from City for an expenditure that is later disallowed by the State of California or the federal government, SUBRECIPIENT shall promptly refund the disallowed amount to City upon City’s written request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to SUBRECIPIENT hereunder or under any other Agreement with SUBRECIPIENT. Any such offset with respect to a portion of the disallowed amount shall not release SUBRECIPIENT from SUBRECIPIENT’s obligation hereunder to refund the remainder of the disallowed amount.

3.12 **Sustainability.** Grant Funded programs that contain continuing personnel and operating expenses, over and above planning and implementation costs, must be sustained once the Grant Funding ends. If Equipment is purchased with grant funds the equipment must be sustained through the useful life of equipment. By executing this Agreement, SUBRECIPIENT acknowledges its responsibility and agrees to sustain continuing programs beyond the Grant Funding period. SUBRECIPIENT acknowledges and agrees that this sustainability requirement is a material term of the Agreement.

3.13 **EHP Requirements.**

(a) Grant Funded projects must comply with the federal Environmental and Historic Preservation ("EHP") program. SUBRECIPIENT shall not initiate any project with the potential to impact environmental or historic properties or resources until Cal OES and FEMA have completed EHP reviews and approved the project. Examples of projects that may impact EHP resources include: communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. SUBRECIPIENT shall notify the UASI Management Team of any project that may require an EHP review. SUBRECIPIENT agrees to provide detailed project information to FEMA, Cal OES and/or the UASI Management Team, to cooperate fully in the review, and to prepare any documents requested for the review. SUBRECIPIENT shall comply with all conditions placed on the project as the result of the EHP review, and implement any treatment or mitigation measures deemed necessary to address potential adverse impacts. With prior approval of the UASI Management Team, SUBRECIPIENT may use Grant Funds toward the costs of preparing documents and/or implementing treatment or mitigation measures. Any change to the approved project

scope of work will require re-evaluation for compliance with EHP requirements. If ground disturbing activities occur during project implementation, SUBRECIPIENT shall notify the UASI Management Team and ensure monitoring of ground disturbance. If any potential archeological resources are discovered, SUBRECIPIENT shall immediately cease construction in that area and notify the UASI Management Team, which will notify the appropriate State Historic Preservation Office. If SUBRECIPIENT is using Grant Funds for a communication tower project, SUBRECIPIENT shall complete its Federal Communication Commission (“FCC”) EHP process before preparing its Cal OES/FEMA EHP materials, and shall include the FCC EHP materials in the Cal OES/FEMA submission.

(b) Any construction or other project that SUBRECIPIENT initiates without the necessary EHP review and approval will not be eligible for reimbursement. Failure of SUBRECIPIENT to meet federal, State, and local EHP requirements, obtain applicable permits, or comply with any conditions that may be placed on the project as the result of FEMA’s and/or Cal OES's EHP review will result in the denial of Reimbursement Requests.

3.14 **National Energy Conservation Policy and Energy Policy Acts.** SUBRECIPIENT shall comply with the following requirements:

(a) Grant Funds may not be used in contravention of the Federal buildings performance and reporting requirements of Executive Order 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 USC §8251 et seq.), or Subtitle A of Title I of the Energy Policy Act of 2005; and

(b) Grant Funds may not be used in contravention of Section 303 of the Energy Policy Act of 1992 (42 USC §13212).

3.15 **Royalty-Free License.** SUBRECIPIENT understands and agrees that FEMA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, for federal government purposes: (a) the copyright in any work developed using Grant Funds; and (b) any rights of copyright that SUBRECIPIENT purchases or acquires using Grant Funds. SUBRECIPIENT shall consult with the UASI Management Team and FEMA regarding the allocation of any patent rights that arise from, or are purchased with, Grant Funds.

3.16 **Publication Statements.** SUBRECIPIENT shall ensure that all publications created or developed under this Agreement prominently contain the following statement: “This document was prepared under a grant from the Federal Emergency Management Agencies Grant Programs Directorate (FEMA/GPD) within the US Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD or the US Department of Homeland Security.”

ARTICLE 4 REPORTING REQUIREMENTS; AUDITS

4.1 **Regular Reports.** SUBRECIPIENT shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the UASI Management Team or by City, in form and substance satisfactory to the UASI Management Team or City. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

4.2 **Notification of Defaults or Changes in Circumstances.** SUBRECIPIENT shall notify the UASI Management Team and City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; (b) any change of circumstances that would cause any of the representations or warranties contained in Article 5 to be false or misleading at any time during

the term of this Agreement; and (c) any change of circumstances or events that would cause SUBRECIPIENT to be out of compliance with the Grant Assurances in Appendix B.

4.3 **Books and Records.** SUBRECIPIENT shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds. Without limiting the scope of the foregoing, SUBRECIPIENT shall establish and maintain accurate financial books and accounting records relating to Authorized Expenditures and to Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. SUBRECIPIENT shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than three (3) years after expiration of this Agreement or until any final audit by Cal OES has been fully completed, whichever is later.

4.4 **Inspection and Audit.** SUBRECIPIENT shall make available to the UASI Management Team and to City, and to UASI Management Team and City employees and authorized representatives, during regular business hours, all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by SUBRECIPIENT under Section 4.3, and allow access and the right to examine those items. SUBRECIPIENT shall permit the UASI Management Team and City, and UASI Management Team and City employees and authorized representatives, to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of the UASI Management Team and City pursuant to this Section shall remain in effect so long as SUBRECIPIENT has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 4. The DHS, the Comptroller General of the United States or designee, and Cal OES shall have the same inspection and audit rights as the City and UASI Management Team. SUBRECIPIENT shall cooperate with any federal or state audit.

4.5 **Audit Report.** If the amount specified in Section 3.2 of this agreement is \$750,000 or more, SUBRECIPIENT shall submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO’s *Government Auditing Standards*, and 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. SUBRECIPIENT shall submit its audit report to the UASI Management Team no later than six months after the end of SUBRECIPIENT’s fiscal year.

**ARTICLE 5
REPRESENTATIONS AND WARRANTIES**

SUBRECIPIENT represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

5.1 **No Misstatements.** No document furnished or to be furnished by SUBRECIPIENT to the UASI Management Team or to City in connection with this Agreement, any Reimbursement Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

5.2 **Eligibility to Receive Federal Funds.** By executing this Agreement, SUBRECIPIENT certifies that it is eligible to receive federal funds, and specifically certifies as follows:

(a) SUBRECIPIENT is not suspended, debarred or otherwise excluded from participation in federal assistance programs, as required by Executive Order 12549 and 12689, “Debarment and Suspension” and implemented at 2 CFR Part 3000.

(b) SUBRECIPIENT complies with 31 U.S.C. §1352, *Limitation on use of appropriated funds to influence federal contracting and financial transactions*, as implemented at 44 CFR Part 18 and 6 CFR Part 9.

(c) SUBRECIPIENT complies with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §701 et seq., as implemented in 2 CFR Part 3001, and will continue to provide a drug-free workplace as required under that Act and implementing regulations.

(d) SUBRECIPIENT is not delinquent in the repayment of any federal debt. See OMB Circular A-129.

SUBRECIPIENT acknowledges that these certifications of eligibility to receive federal funds are material terms of the Agreement.

5.3 **NIMS Compliance.** To be eligible to receive Grant Funds, SUBRECIPIENT must meet National Incident Management System ("NIMS") compliance requirements, and report full NIMS compliance via the National Incident Management System Capability Assessment Support Tool ("NIMSCAST"). By executing this Agreement, SUBRECIPIENT certifies that it is in full NIMS compliance, and that it has reported that compliance via the NIMSCAST. SUBRECIPIENT shall provide documentation of its NIMS compliance to the UASI Management Team. SUBRECIPIENT acknowledges that this certification is a material term of the Agreement.

ARTICLE 6 INDEMNIFICATION AND GENERAL LIABILITY

6.1 **Indemnification.** SUBRECIPIENT shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by SUBRECIPIENT’s performance of this Agreement, including, but not limited to, the following: (a) a material breach of this Agreement SUBRECIPIENT; (b) a material breach of any representation or warranty of SUBRECIPIENT contained in this Agreement; (c) any personal injury or death caused, directly or indirectly, by any act or omission of SUBRECIPIENT or its employees, subgrantees or agents; (d) any loss of or damage to property caused, directly or indirectly, by any act or omission of SUBRECIPIENT or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by SUBRECIPIENT, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to SUBRECIPIENT by an Indemnified Party; (f) any tax, fee, assessment or other charge for which SUBRECIPIENT is responsible under Section 10.4; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished by SUBRECIPIENT or its employees, subgrantees or agents to such Indemnified Party in connection with this Agreement. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and San Francisco’s costs of investigating any claims against San Francisco.

6.2 **Duty to Defend; Notice of Loss.** SUBRECIPIENT acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 6.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 6.1, regardless of whether the allegations asserted in connection with such Loss are or may be

groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to SUBRECIPIENT by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give SUBRECIPIENT prompt notice of any Loss under Section 6.1 and SUBRECIPIENT shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of SUBRECIPIENT if representation of such Indemnified Party by the counsel retained by SUBRECIPIENT would be inappropriate due to conflicts of interest between such Indemnified Party and SUBRECIPIENT. An Indemnified Party's failure to notify SUBRECIPIENT promptly of any Loss shall not relieve SUBRECIPIENT of any liability to such Indemnified Party pursuant to Section 6.1, unless such failure materially impairs SUBRECIPIENT's ability to defend such Loss. SUBRECIPIENT shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if SUBRECIPIENT contends that such Indemnified Party shares in liability with respect thereto.

6.3 **Incidental and Consequential Damages.** Losses covered under this Article 6 shall include any and all incidental and consequential damages resulting in whole or in part from SUBRECIPIENT's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

6.4 **LIMITATION ON LIABILITY OF SAN FRANCISCO.** CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

**ARTICLE 7
EVENTS OF DEFAULT AND REMEDIES; TERMINATION FOR CONVENIENCE**

7.1 **Events of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) **False Statement.** Any statement, representation, certification or warranty contained in this Agreement, in any Reimbursement Request, or in any other document submitted to the UASI Management Team or to City under this Agreement is found by the UASI Management Team or by City to be false or misleading.

(b) **Failure to Perform Other Covenants.** SUBRECIPIENT fails to perform or breaches any provision or covenant of this Agreement to be performed or observed by SUBRECIPIENT as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(c) **Failure to Comply with Applicable Laws.** SUBRECIPIENT fails to perform or breaches any of the terms or provisions of Article 12.

(d) **Voluntary Insolvency.** SUBRECIPIENT (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment

for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of SUBRECIPIENT or of any substantial part of SUBRECIPIENT's property or (v) takes action for the purpose of any of the foregoing.

(e) **Involuntary Insolvency.** Without consent by SUBRECIPIENT, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to SUBRECIPIENT or with respect to any substantial part of SUBRECIPIENT's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of SUBRECIPIENT.

7.2 **Remedies upon Event of Default.** Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

(a) **Termination.** City may terminate this Agreement by giving a written termination notice to SUBRECIPIENT and, on the date specified in such notice, this Agreement shall terminate and all rights of SUBRECIPIENT hereunder shall be extinguished. In the event of such termination, City will pay SUBRECIPIENT for Authorized Expenditures in any Reimbursement Request that was submitted and approved by the UASI Management Team and by City prior to the date of termination specified in such notice.

(b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether SUBRECIPIENT has previously submitted a Reimbursement Request or whether the UASI Management Team and/or City has approved the disbursement of the Grant Funds requested in any Reimbursement Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to SUBRECIPIENT after cure of applicable Events of Default shall be disbursed without interest.

(c) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by SUBRECIPIENT in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

7.3 **Termination for Convenience.**

(a) City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving SUBRECIPIENT written notice of termination. The notice shall specify the date on which termination shall become effective.

(b) Upon receipt of the notice, SUBRECIPIENT shall commence and perform, with diligence, all actions necessary on the part of SUBRECIPIENT to effect the termination of this Agreement on the date specified by City and to minimize the liability of SUBRECIPIENT and City to third parties as a result of termination. All such actions shall be subject to the prior approval of the UASI Management Team.

(c) Within 30 days after the specified termination date, SUBRECIPIENT shall submit to the UASI Management Team an invoice for all Authorized Expenses incurred through the termination date. For Authorized Expenses incurred after receipt of the notice of termination, City will only reimburse

SUBRECIPIENT if the Authorized Expenses received prior approval from the UASI Management Team as specified in subparagraph (b).

(d) In no event shall City be liable for costs incurred by SUBRECIPIENT or any of its contractors or subgrantees after the termination date specified by City.

(e) City's payment obligation under this Section shall survive termination of this Agreement.

7.4 **Remedies Nonexclusive.** Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 8 ASSIGNMENTS

8.1 **No Assignment by SUBRECIPIENT.** SUBRECIPIENT shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of SUBRECIPIENT hereunder without the prior written consent of the UASI Management Team; provided, however, that any contractor or subgrantee specifically referenced in Appendix A shall not require the consent of Management Team. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of SUBRECIPIENT involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of SUBRECIPIENT or a sale or transfer of substantially all of the assets of SUBRECIPIENT shall be deemed an assignment for purposes of this Agreement.

8.2 **Agreement Made in Violation of this Article.** Any agreement made in violation of Section 8.1 shall confer no rights on any person or entity and shall automatically be null and void.

8.3 **SUBRECIPIENT Retains Responsibility.** SUBRECIPIENT shall in all events remain liable for the performance by any subgrantee contractor, or assignee of all of the covenants, terms and conditions in this Agreement.

ARTICLE 9 NOTICES AND OTHER COMMUNICATIONS

9.1 **Requirements.** Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via e-mail:

If to San Francisco:

San Francisco Department of Emergency Management
City Hall - 1 Dr Carlton B Goodlett Pl, Room 344
San Francisco, CA 94102
Attn: Mary Ellen Carroll, Executive Director
maryellen.carroll@sfgov.org

If to the UASI Management Team:

UASI Management Team
1663 Mission Street, Suite #320
San Francisco, CA 94103
Attn: Mikyung Kim-Molina, Interim General Manager
mikyung.kim-molina@sfgov.org

If to SUBRECIPIENT:

City of Gilroy
7351 Rosanna Street
Gilroy, Ca, 95020
Attn: Jimmy Forbis, City Administrator
Jimmy.Forbis@cityofgilroy.org

9.2 **Effective Date.** All communications sent in accordance with Section 9.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via email, with the sender using the receipt notice feature.

9.3 **Change of Address.** From time to time any party hereto may designate a new address or recipient for notice for purposes of this Article 9 by written notice to the other party and the UASI Management Team.

ARTICLE 10 MISCELLANEOUS

10.1 **No Waiver.** No waiver by San Francisco of any default or breach of this Agreement shall be implied from any failure by the UASI Management Team or San Francisco to take action on account of such default if such default persists or is repeated. No express waiver by San Francisco shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by San Francisco of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the UASI Management Team or San Francisco of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

10.2 **Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement; provided, however, that the General Manager or designee may establish alternate procedures for modification of the Appendix A and the Grant Plan.

10.3 **Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

10.4 **SUBRECIPIENT to Pay All Taxes.** SUBRECIPIENT shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in

connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

10.5 **Headings.** All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

10.6 **Entire Agreement.** This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. The following Appendices are attached to and a part of this Agreement:

- Appendix A, Authorized Expenditures and Timelines
- Appendix B, Grant Assurances
- Appendix C, Form of Reimbursement Request

10.7 **Certified Resolution of Signatory Authority.** Upon request of San Francisco, SUBRECIPIENT shall deliver to San Francisco a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the appropriate authorized representative of SUBRECIPIENT.

10.8 **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

10.9 **Successors; No Third-Party Beneficiaries.** Subject to the terms of Article 8, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 6, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

10.10 **Survival of Terms.** The obligations of SUBRECIPIENT and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement: Sections 4.3 and 4.4, Article 6, this Article 10, and the Grant Assurances of Appendix B.

10.11 **Further Assurances.** From and after the date of this Agreement, SUBRECIPIENT agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

10.12 **Disclosure of Subawards and Executive Compensation.** Pursuant to the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282) as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (P.L. 110-252), full disclosure to the public of entities or organizations receiving federal funds is now required. As defined by the Office of Management and Budget (OMB), all new Federal awards of \$25,000 or more as of October 1, 2010, are subject to FFATA reporting requirements. The Transparency Act definition of "Federal awards" includes not only prime awards for grantees, cooperators, and contractors, but also awards to sub-recipients. If applicable, SUBRECIPIENT must provide the following information on SUBRECIPIENT letterhead within 30 days of receipt of this Agreement.

1. Subawards greater than \$25,000:
 - a) Name of entity receiving award;
 - b) Amount of award;
 - c) Funding agency;
 - d) The Catalog of Federal Domestic Assistance program number;
 - e) Award title (descriptive of the purpose of the funding action);
 - f) Location of the entity and primary location of performance including city, state, and Congressional district;
 - g) Dun & Bradstreet (D&B) DUNS Number of the entity, and its parent if applicable; and,
 - h) Total compensation and names of top five executives (same thresholds as for prime recipients).

2. The Total compensation and names of the top five executives if:
 - a) 80% or more of annual gross revenues are from Federal awards (contracts, sub-contracts and Federal financial assistance), and \$25,000,000 or more in annual gross revenues from Federal awards; and,
 - b) Compensation information is not already available through reporting to the Securities and Exchange Commission.

10.13 **Cooperation with UASI Programs and Activities.**

(a) Subject to reasonable terms and conditions, SUBRECIPIENT agrees to participate in UASI-sponsored exercises, and to make available equipment acquired with Grant Funds for use as part of such exercises.

(b) To the extent permitted by law, SUBRECIPIENT agrees to share with the Approval Authority informational work products (such as plans, reports, data, etc.) created or acquired using Grant Funds.

(c) SUBRECIPIENT agrees to provide input towards the development of the regional Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) as requested by UASI.

(d) SUBRECIPIENT agrees to complete the 2024 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO) or equivalent for each recipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment.

(e) SUBRECIPIENT agrees to provide a preference for the purchase of goods, products or materials produced in the United States in accordance with 2 CFR Part 200, Section 322.

ARTICLE 11 INSURANCE

11.1 **Types and Amounts of Coverage.** Without limiting SUBRECIPIENT's liability pursuant to Article 6 of this Agreement, SUBRECIPIENT shall maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

11.2 **Additional Requirements for General and Automobile Coverage.** Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

11.3 **Additional Requirements Regarding Workers' Compensation.** Regarding Workers' Compensation, SUBRECIPIENT hereby agrees to waive subrogation which any insurer of SUBRECIPIENT may acquire from SUBRECIPIENT by virtue of the payment of any loss. SUBRECIPIENT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the SUBRECIPIENT, its employees, agents and subcontractors.

11.4 **Additional Requirements for All Policies.** All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in Article 9, Notices and Other Communications.

11.5 **Required Post-Expiration Coverage.** Should any of the required insurance be provided under a claims-made form, SUBRECIPIENT shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

11.6 **General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs.** Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general

annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

11.7 **Lapse in Insurance.** Should any required insurance lapse during the term of this Agreement, requests for reimbursement originating after such lapse may not be processed, in the City's sole discretion, until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

11.8 **Evidence of Insurance.** Before commencing any operations or expending any Grant Funds under this Agreement, SUBRECIPIENT shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

11.9 **Effect of Approval.** Approval of the insurance by City shall not relieve or decrease the liability of SUBRECIPIENT hereunder.

11.10 **Insurance for Subcontractors and Evidence of this Insurance.** If a subcontractor or subgrantee will be used to complete any portion of this Agreement, SUBRECIPIENT shall ensure that the subcontractor or subgrantee shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the SUBRECIPIENT as additional insureds.

11.11 **Authority to Self-Insure.** Nothing in this Agreement shall preclude SUBRECIPIENT from self-insuring all or part of the insurance requirement in this Article. However, SUBRECIPIENT shall provide proof of self-insurance, in a form acceptable to San Francisco, in the amounts of each line of self-insurance.

ARTICLE 12 COMPLIANCE

12.1 **Nondiscrimination.** In the performance of this Agreement, SUBRECIPIENT agrees not to discriminate against any employee, San Francisco employee working with SUBRECIPIENT or any subgrantee of SUBRECIPIENT, applicant for employment with SUBRECIPIENT or subgrantee of SUBRECIPIENT, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

12.2 **Conflict of Interest.** Through its execution of this Agreement, SUBRECIPIENT acknowledges that it is familiar with the provisions of Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify City if it becomes aware of any such fact during the term of this Agreement. SUBRECIPIENT agrees that it will promptly notify City in writing of all violations of State or Federal criminal law involving fraud, bribery, or gratuities affecting or involving the use of Grant Funds.

12.3 **Compliance with ADA.** SUBRECIPIENT acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. SUBRECIPIENT shall not discriminate

against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

12.4 **Prohibition on Political Activity with City Funds.** In accordance with San Francisco Administrative Code Chapter 12G, SUBRECIPIENT may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, “Political Activity”) in the performance of the services provided under this Agreement. SUBRECIPIENT agrees to comply with San Francisco Administrative Code Chapter 12G and any implementing rules and regulations promulgated by San Francisco’s Controller. The terms and provisions of Chapter 12G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, San Francisco may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit SUBRECIPIENT from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider SUBRECIPIENT’s use of profit as a violation of this section.

12.5 **Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY AND COUNTY OF SAN FRANCISCO: CITY OF GILROY

SAN FRANCISCO DEPARTMENT OF EMERGENCY MANAGEMENT

By:

DocuSigned by:

Mikyung Kim-Molina

7/16/2025

MIKYUNG KIM-MOLINA
INTERIM GENERAL MANAGER, BAY AREA
UASI ON BEHALF OF
MARY ELLEN CARROLL
EXECUTIVE DIRECTOR, SAN FRANCISCO
DEPARTMENT OF EMERGENCY
MANAGEMENT

By:

DocuSigned by:

Jimmy Forbis

7/16/2025

JIMMY FORBIS
CITY ADMINISTRATOR

Federal Tax ID #: 94-6000340

Approved as to Form:

David Chiu
City Attorney

By:

DocuSigned by:

Christina Fletes-Romo

7/21/2025

CHRISTINA FLETES-ROMO
DEPUTY CITY ATTORNEY

Attest:

Signed by:

Kim Mancera

7/24/2025

6430695D7EC6481...
Kim Mancera

City Clerk

Attachments:

- Appendix A- Authorized Expenditures and Timelines
- Appendix B- Grant Assurances
- Appendix C- Form of Reimbursement Request

Appendix A — Authorized Expenditures and Timelines

ENTITY: City of Gilroy

Total allocation to be spent on the following solution areas:

<u>Webgrants Grants Number</u>	<u>Program Description</u>	<u>Due Dates</u>	<u>Solution Areas</u>	<u>Amount</u>
<i>Project Title: Community Emergency Response Team (CERT) Equipment</i>				
26940	Funds to purchase equipment Citizen Corps	Project Completion date: 12/31/2025	<u>Solution Area (e.g. Equipment etc.):</u> AEL# 21GN-00-CCEQ	PROJECT NOT TO EXCEED \$20,000
		TOTAL ALLOCATION		TOTAL NOT TO EXCEED: <u>\$20,000</u>

PLANNING

Reimbursement for Planning Requires:

- **Personnel** – Prior to any expenditure for personnel, SUBRECIPIENT must submit completed job descriptions to the UASI detailing the planning activities the personnel will complete and the deliverables to be produced. Prior to reimbursement, SUBRECIPIENT must submit the following: all functional time sheets, payroll documentation showing payment of salaries and benefits, or cancelled checks; work product or certification that work was completed including a statement of completed activities.

- **Contracts** – All contracts must be pre-approved by the UASI prior to execution. In addition, SUBRECIPIENT must satisfy the following guidelines:
 - Procurement of contractual services must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, including when competitive solicitations result in only one bid for contract more than \$250,000, SUBRECIPIENT must transmit a sole source request to the UASI for submission to the State and approval must be obtained from the State prior to making the purchase. Please note that sole source requirements from the State may be stricter than your local sole source policy.
 - The contract must have a clearly stated scope of work and deliverables, deadlines for completion of work, and a schedule of contract payments.
 - All services must be performed and paid within the grant performance period.
- **Travel** - travel for planning activities must be pre-approved in accordance with the Bay Area UASI Travel Policy (adopted by the Approval Authority in August 2017) prior to scheduling. Invoices must include all backup documentation, including conference agendas, programs, brochures, lodging receipts, per diem calculations, airfare receipts/boarding passes, mileage calculations, other transportation receipts, and proof of payment.

ORGANIZATION

Reimbursement for Organization Requires:

- **Personnel** – Prior to any expenditure for personnel, SUBRECIPIENT must submit completed job descriptions to the UASI detailing the planning activities the personnel will complete and the deliverables to be produced. Prior to reimbursement, SUBRECIPIENT must submit the following: all functional time sheets, payroll documentation showing payment of salaries and benefits, or cancelled checks; work product or certification that work was completed including a statement of completed activities.
- **Contracts** – All contracts must be pre-approved by the UASI prior to execution. In addition, SUBRECIPIENT must satisfy the following guidelines:
 - Procurement of contractual services must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, SUBRECIPIENT must transmit a sole source request to the UASI for submission to the State.
 - The contract must have a clearly stated scope of work and deliverables, deadlines for completion of work, and a schedule of contract payments.
 - All services must be performed and paid within the grant performance period.
- **Travel** - travel for planning activities must be pre-approved in accordance with the Bay Area UASI Travel Policy (adopted by the Approval Authority in August 2017) prior to scheduling. Invoices must include all backup documentation, including conference agendas, programs, brochures, lodging receipts, per diem calculations, airfare receipts/boarding passes, mileage calculations, other transportation receipts, and proof of payment.

EQUIPMENT

Reimbursement for Equipment Requires:

- An approved EHP memo, if applicable.
- A performance bond is required for any equipment item that exceeds \$250,000, or for any vehicle, aircraft, or watercraft, regardless of the cost. Failure to obtain and submit a performance bond to the UASI may result in disallowance of cost.
- As allowable under Federal guidelines, procurement of equipment must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, including when competitive solicitations result in only one bid for contract more than \$250,000, SUBRECIPIENT must transmit the request to the UASI for request to the State and approval must be obtained by the State prior to making the purchase. Please note that sole source requirements from the State may be stricter than your local sole source policy.
- Prior to reimbursement, SUBRECIPIENT must submit all invoices, AEL numbers, and a list of all equipment ID numbers and the deployed locations.
- SUBRECIPIENT must inventory, type, organize and track all equipment purchased in order to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident.

TRAINING

Reimbursement for Training Requires:

- An approved EHP memo, if applicable.
- Training course expenses may include backfill/overtime, travel, tuition, per diem or other grant eligible expenses. Grant eligible training expenses are published in the FY 2025 Homeland Security Grant Program Guidance.
- As allowable under Federal guidelines, procurement of training must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, including when competitive solicitations result in only one bid- regardless of the contract amount, SUBRECIPIENT must transmit the request to the UASI for request to the State and approval must be obtained by the State prior to making the purchase.. Please note that sole source requirements from the State may be stricter than your local sole source policy.
- When seeking reimbursement for grant eligible training expenses, SUBRECIPIENT must submit completed ledger page indicating course title, feedback number from the State, sub category (e.g., OT, BF, Course Development).
- Provide registration receipts and agendas.
- Provide copies of sign in sheets (must have supervisor's signature).

EXERCISE

Reimbursement for Exercise Requires:

- An approved EHP memo, if applicable.
- An approved Food and Beverage Request from the State, if applicable.
- Exercise expenses may include backfill/overtime, travel, exercise planning, or other ancillary expenses needed to successfully complete the exercise. Eligible exercise expenses are published in the FY 2025 Homeland Security Grant Program Guidance.
- An After Action Report (AAR) must be completed within 90 calendar days of the exercise. SUBRECIPIENT must submit a copy of the AAR report and proof of transmittal to the HSEEP web portal with the final request for reimbursement. SUBRECIPIENT must submit a public-facing Executive Summary of the AAR to the UASI
- Documentation of exercise participants, such as a sign-in sheet with participant contact information.
- As allowable under Federal guidelines, procurement of exercise services must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, including when competitive solicitations result in only one bid for contract more than \$250,000, SUBRECIPIENT must transmit the request to the UASI for request to the State and approval must be obtained by the State prior to making the purchase. Please note that sole source requirements from the State may be stricter than your local sole source policy

-
- **All requests for reimbursements must be submitted within 30 days of project completion unless an earlier deadline is set in this Appendix. SUBRECIPIENT should submit reimbursement requests on a quarterly basis, as applicable.**
 - **Authorized expenditures must fall into one of the following categories: Planning, Organization, Equipment, Training, or Exercises. Descriptions of authorized expenditures are in the following documents:**
 - *FY 2023 Homeland Security Grant Program Notice of Funding Opportunity:* <https://www.fema.gov/grants/preparedness/homeland-security/fy-23-nofo>
 - *California Supplement to the Federal Funding Opportunity Announcement, dated October 2023, available at* <https://www.caloes.ca.gov/wp-content/uploads/Grants/Documents/FY2023-HSGP-State-Supplement.pdf> as “FY 2023 Homeland Security Grant Program California Supplement to the Federal Notice of Funding Opportunity.”
 - *Authorized Equipment List:* <http://www.fema.gov/authorized-equipment-list>
 - *Cal OES Rules and Regulations, including the Recipient Handbook:* https://www.caloes.ca.gov/wp-content/uploads/Grants/Documents/2023_Subrecipient_Handbook.pdf
 - **Any equipment purchased under this Agreement must match the UASI 2023 Grant Application Workbook. Any modification to the inventory list in that Workbook must receive prior written approval from by the Bay Area UASI Program Manager.**

- **No Management and Administration expenses are allowed, unless expressly identified and authorized in this Appendix.**
- **Sustainability requirements may apply to some or all of the grant funded projects or programs authorized in this Appendix. See Agreement, ¶3.12.**
- **All EHP documentation must be submitted and approved prior to any expenditure of funds requiring EHP submission.**

Appendix B-- Grant Assurances

Name of Jurisdiction: CITY OF GILROY (“SUBRECIPIENT”)

Name of Authorized Agent: Jimmy Forbis Title: City Administrator

Address: 7351 Rosanna Street

City: Gilroy State: CA Zip Code: 95020

Telephone Number: 408 846 0211

E-Mail Address: Jimmy.Forbis@cityofgilroy.org

As the duly authorized representative of the SUBRECIPIENT, I hereby certify that the SUBRECIPIENT has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

The requirements outlined in these assurances apply to SUBRECIPIENT and any of its subrecipients.

I further acknowledge that the SUBRECIPIENT is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) Federal Preparedness Grants Manual;
- (d) California Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the [Office of Management and Budget \(OMB\)](http://www.whitehouse.gov/omb/) and can be found at <http://www.whitehouse.gov/omb/>.

In the event Cal OES determines that changes are necessary to the subaward after a subaward has been made, including changes to period of performance or terms and conditions, SUBRECIPIENTs will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate SUBRECIPIENT acceptance of the changes to the subaward.

State and federal grant award requirements are set forth below. The SUBRECIPIENT hereby agrees to comply with the following:

1. Proof of Authority

The SUBRECIPIENT will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the SUBRECIPIENT and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the SUBRECIPIENT and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
- (d) The SUBRECIPIENT is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
- (e) The official executing this agreement is authorized by the SUBRECIPIENT.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The period of performance is specified in the Award. The SUBRECIPIENT is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the SUBRECIPIENT certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The SUBRECIPIENT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The SUBRECIPIENT will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principle employment activities are funded in whole or in part with federal funds.

Finally, the SUBRECIPIENT agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor’s Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the SUBRECIPIENT will provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the federal government. The SUBRECIPIENT certifies that it and its subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (4)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the SUBRECIPIENT is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The SUBRECIPIENT will comply with all state and federal statutes relating to non- discrimination, including:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101et seq.), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of

- patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) Department of Homeland Security (DHS) policy to ensure the equal treatment of faith-based organizations, under which the SUBRECIPIENT must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) The SUBRECIPIENT will comply with California’s Fair Employment and Housing Act (FEHA) (California Government Code §§12940-12957), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the SUBRECIPIENT certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The SUBRECIPIENT will comply with state and federal environmental standards, including:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for

- regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); and
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The SUBRECIPIENT shall not be: (1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease-and-desist order pursuant to section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the SUBRECIPIENT will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 C.F.R., Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

The SUBRECIPIENT must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the SUBRECIPIENT will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The SUBRECIPIENT will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The SUBRECIPIENT will establish safeguards to prohibit the SUBRECIPIENT’s employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The SUBRECIPIENT will comply with 31 U.S.C §§ 3729-3733 which provides that SUBRECIPIENT shall not submit a false claim for payment, reimbursement, or advance.

12. Reporting - Accountability

The SUBRECIPIENT agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating \$30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The SUBRECIPIENT also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

The SUBRECIPIENT must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The SUBRECIPIENT will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the SUBRECIPIENT or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The SUBRECIPIENT will comply with the following federal labor standards:

- (c) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et seq.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The SUBRECIPIENT must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the SUBRECIPIENT will:

- (c) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and

Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;

- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the SUBRECIPIENT will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

The SUBRECIPIENT is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication.

Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The SUBRECIPIENT acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code §7920.000 et seq. The SUBRECIPIENT should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM (HSGP) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Acknowledgment of Federal Funding from DHS

The SUBRECIPIENT must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

The SUBRECIPIENT must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the SUBRECIPIENT collects PII, the SUBRECIPIENT is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. The SUBRECIPIENT may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as a useful resource.

24. Copyright

The SUBRECIPIENT must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude the SUBRECIPIENT from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

The SUBRECIPIENT must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The SUBRECIPIENT is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The SUBRECIPIENT must comply with Preference for United States Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the SUBRECIPIENT must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirement

If the SUBRECIPIENT receives federal financial assistance awards made under programs that prohibit supplanting by law, the SUBRECIPIENT must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, the SUBRECIPIENT is subject to the Bayh-Dole Act, Pub.

L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. The SUBRECIPIENT is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM

If the SUBRECIPIENT receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the SUBRECIPIENT must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

The SUBRECIPIENT must comply with Executive Order 13224 and United States law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The SUBRECIPIENT is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the SUBRECIPIENT’s currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the SUBRECIPIENT must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

35. USA Patriot Act of 2001

The SUBRECIPIENT must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

36. Use of DHS Seal, Logo, and Flags

The SUBRECIPIENT must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

37. Performance Goals

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the SUBRECIPIENT must demonstrate how the grant-funded project addresses the core capability gap associated with each project and identified in the Threat and Hazard Identification and Risk Analysis or Stakeholder Preparedness Review or sustains existing capabilities, as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the SUBRECIPIENT and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The SUBRECIPIENT must comply with the “Build America, Buy America” Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. SUBRECIPIENTs receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

- (a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The “Buy America” preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a “Buy America” preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a “Buy America” preference under an infrastructure program in certain cases.

On July 1, 2022, OMB approved FEMA’s General Applicability Public Interest Waiver of the BABAA requirements to be effective for a period of six months, through January 1, 2023. SUBRECIPIENTS will not be required to follow the BABAA requirements for FEMA awards made, and any other funding FEMA obligates, during this waiver period. For any new awards FEMA makes after January 1, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated after January 1, 2023, SUBRECIPIENTS will be required to follow the BABAA requirements unless another waiver is requested and approved.

40. Advancing Effective, Accountable Policing and Criminal Justice Practice to Enhance Public Trust and Public Safety

The SUBRECIPIENT must comply with the requirements of section 12(c) of Executive Order 14074. The SUBRECIPIENT is also encouraged to adopt and enforce policies consistent with Executive Order 14074 to support safe and effective policing.

IMPORTANT

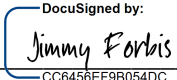
The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. SUBRECIPIENT recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on SUBRECIPIENT, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the SUBRECIPIENT and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the SUBRECIPIENT may be ineligible for award of any future grants if Cal OES determines that the SUBRECIPIENT: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. SUBRECIPIENTS are bound by DHS Standard Terms and Conditions 2023, Version 2, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the SUBRECIPIENT.

SUBRECIPIENT: eSign

Signature of Authorized Agent: 

Printed Name of Authorized Agent: Jimmy Forbis

Title: City Administrator

Date: 7/16/2025

Appendix C -- Form of Reimbursement Request

REIMBURSEMENT REQUEST

Date: _____

UASI Management Team
1663 Mission Street, Suite 320
San Francisco, CA 94102

Re: FY 23 UASI Grant Reimbursement Request

Pursuant to Section 3.10 of the “Agreement between the City and County of San Francisco and the City of Gilroy for the Distribution of FY 2023 UASI Grant Funds” (the "Agreement"), dated July 15, 2025 between the City of Gilroy (“SUBRECIPIENT”) and the City and County of San Francisco, SUBRECIPIENT hereby requests reimbursement as follows:

Total Amount of
Reimbursement Requested
in this Request: \$ _____

Maximum Amount of
Funds Specified in
Section 3.2 of the
Agreement: \$ _____

Total of All Funds
Disbursed Prior to this
Request: \$ _____

SUBRECIPIENT certifies that:

- (a) The total amount of funds requested pursuant to this Reimbursement Request will be used to reimburse SUBRECIPIENT for Authorized Expenditures, which expenditures are set forth on the attached Schedule 1, to which are attached true and correct copies of all required documentation of such expenditures.
- (b) After giving effect to the disbursement requested pursuant to this Reimbursement Request, the Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in Section 3.2 of the Agreement, or the not to exceed amounts specified in Appendix A for specific projects and programs.

- (c) The representations, warranties and certifications made in the Agreement are true and correct in all material respects as if made on the date hereof, and SUBRECIPIENT is in compliance with all Grant Assurances in Appendix B of the Agreement. Furthermore, by signing this report, SUBRECIPIENT certifies to the best of their knowledge and belief that the report is true, complete and accurate and expenditures, disbursements, and cash receipts are for the purpose and objectives set forth in the terms and conditions of the federal award. SUBRECIPIENT is aware that any false, fictitious or fraudulent information or the omission of any material fact, may subject SUBRECIPIENT to criminal civil or administrative penalties for fraud, false statements, false claims or otherwise.
- (d) No Event of Default has occurred and is continuing.
- (e) The undersigned is an officer of SUBRECIPIENT authorized to execute this Reimbursement Request on behalf of SUBRECIPIENT.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

SCHEDULE 1 TO REQUEST FOR REIMBURSEMENT

The following is an itemized list of Authorized Expenditures for which reimbursement is requested:

Project	Payee	Amount	Description	If final claim for project, check box
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

The following are attached as part of this Schedule 1 (Please check items that are applicable):

Planning:

Organization:

Equipment:

- Invoice/Payroll Charges
- Payroll Register
- Cleared Check Payment
- Job Description
- Functional Timesheets
- Deliverables/Progress Reports
- SAM- Date Stamped Exclusion Report
- Noncompetitive Procurement Authorization (NCPA)

- Invoice/Payroll Charges
- Payroll Register
- Cleared Check Payment
- Job Description
- Functional Timesheets
- Deliverables/Progress Reports
- SAM- Date Stamped Exclusion Report
- Noncompetitive Procurement Authorization (NCPA)

- Invoice
- Cleared Check Payment
- Purchase Order
- Packing Slip
- EHP Approval
- EOC Approval
- Watercraft or Aviation
- Performance Bond
- Equipment Ledger (Please submit electronic copy to Grants Specialist)

Training:

Exercise:

- Invoice
- Cleared Check Payment
- Training Feedback Number
- EHP Approval
- Certificates/Proof of Participation
- Sign In Sheet
- Agenda
- SAM- Date Stamped Exclusion Report
- Noncompetitive Procurement Authorization (NCPA) (For all Sole source/Competitive Bid with single bidder.)

- Invoice
- Cleared Check Payment
- After Action Report
- EHP Approval
- Overtime Authorization
- SAM- Date Stamped Exclusion Report
- Noncompetitive Procurement Authorization (NCPA) (For all Sole Source/competitive bid with single bidder with contract amount of \$250,000 or more)

- SAM- Date Stamped Exclusion Report
- Noncompetitive Procurement Authorization (NCPA) (For Sole Source/competitive bid with single bidder with contract amount of \$250,000 or more)

For inquiries/questions, please contact:

 Print Name

Phone #: _____

Email: _____

RESOLUTION NO. 2025-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY
ACCEPTING GRANT FUNDING FROM THE BAY AREA URBAN AREA
SECURITY INITIATIVE (UASI) AND APPROVING A BUDGET
AMENDMENT IN THE AMOUNT OF \$20,000 FOR EMERGENCY
PREPAREDNESS EQUIPMENT**

WHEREAS, the City of Gilroy has been awarded grant funding in the amount of \$20,000 through the Bay Area Urban Area Security Initiative (UASI) under the Santa Clara County Local Roadmap to Community Resilience project to enhance community emergency preparedness and outreach efforts; and

WHEREAS, the grant funding will support the purchase of preparedness equipment and materials for public education, training, and outreach programs to increase community resilience; and

WHEREAS, acceptance of the grant requires a budget amendment to appropriate funds into the City's operating budget for Fiscal Year 2026; and

WHEREAS, the City Council of the City of Gilroy desires to accept the grant award and authorize the budget amendment.

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

1. The City Council hereby accepts the Bay Area UASI grant award in the amount of \$20,000 for the purposes stated herein.
2. The City Council approves a budget amendment to appropriate \$20,000 in grant funding into the Emergency Management budget for Fiscal Year 2026.
3. The City Administrator, or designee, is directed to initiate procurement of preparedness equipment and materials consistent with grant requirements and to submit required documentation to Bay Area UASI for reimbursement.

PASSED AND ADOPTED this 8th day of September, 2025, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

APPROVED

Greg Bozzo, Mayor

ATTEST:

Kim Mancera, City Clerk

CERTIFICATE OF THE CLERK

I, **KIM MANCERA**, City Clerk of the City of Gilroy, do hereby certify that the attached **Resolution No. 2025-xx** is an original resolution, or true and correct copy of a City Resolution, duly adopted by the Council of the City of Gilroy at a Regular Meeting of said held on Council held **Monday, September 8, 2025**, with a quorum present.

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

Kim Mancera

City Clerk of the City of Gilroy



RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY AMENDING THE BUDGET FOR THE CITY OF GILROY FOR THE 2025-2026 FISCAL YEAR

WHEREAS, the City Administrator prepared and submitted to the City Council a budget for the City of Gilroy for Fiscal Years 2025-2026 and 2026-2027, and the City Council carefully examined, considered, and adopted the same on June 2, 2025; and

WHEREAS, City Staff has prepared and submitted to the City Council proposed amendments to the budget for Fiscal Year 2025-2026 (FY26) for the City of Gilroy in the staff report dated September 8, 2025, regarding the Bay Area Urban Securities Initiative Grant.

NOW, THEREFORE, BE IT RESOLVED THAT the revenue and expenditure appropriations for Fiscal Year 2025-2026 in Fund 100 – General Fund shall be increased by \$20,000.00.

PASSED AND ADOPTED this 8th day of September 2025 by the following roll call vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

APPROVED:

Greg Bozzo, Mayor

ATTEST:

Kim Mancera, City Clerk

**City of Gilroy
City Council**

DRAFT

Minutes

Monday, August 18, 2025 | 6:00 PM

1. OPENING

1. Call to Order

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

2. Pledge of Allegiance

Council Member Bracco led the Pledge of Allegiance.

3. Invocation

Pastor Malcolm McPhail with New Hope Community Church led the Invocation.

4. City Clerk's Report on Posting the Agenda

City Clerk Kim Mancera reported on the Posting of the Agenda.

5. Roll Call

Attendance	Attendee Name
Present	Council Member Dion Bracco Council Member Tom Cline Council Member Terence Fugazzi Council Member Zach Hilton Council Member Carol Marques Council Member Kelly Ramirez Mayor Greg Bozzo

6. Orders of the Day

None.

7. Employee Introductions

Interim Police Chief Binder introduced Public Records Technician Brittney Gordillo.

2. CEREMONIAL ITEMS - Proclamations and Awards

1. Recognition of Aryan Ganesh, STEM Winner at the Santa Clara County 2024 Synopsys Championship Science Fair

2. National Emergency Management Awareness Month Proclamation

3. Resource Parent Appreciation Month

3. COUNCIL CORRESPONDENCE (Informational Only)

4. PRESENTATIONS TO THE COUNCIL

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 Bozzo opened public comment at 6:22 P.M.

Genevieve Corbin - commented on the need for a crosswalk on Monterey Rd near the Senior apartments, and the trees along the median being overgrown.

Ron Kirkish - commented on the opening of City Hall, the homeless issues and thanked Brad Kilger for joining the City of Gilroy.

Cyrus Kianpour - commented on CSG Consultants contract that was not awarded.

Cickett Brinkman - commented on CSG Consultants company standards.

Greg Felios - commented on school starting on Wednesday, August 20th.

Donald Perino - commented on traffic on 152 over Pacheco Pass, and the Gilroy Garlic Festival.

Forest Williams - commented on the Science Fair board and the Synopsis Championship.

With no further speakers, Mayor Bozzo closed public comment.

5. REPORTS OF COUNCIL MEMBERS

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

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

Council Member Marques – ABAG, Downtown Committee, Santa Clara County Library Joint Powers Authority (alternate), Santa Clara Valley Habitat Agency Governing Board, Santa Clara Valley Habitat Agency Implementation Board, SCRWA (alternate)

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

Council Member Ramirez – ABAG (alternate), Gilroy Gardens Board of Directors (alternate), Gilroy Sister Cities, Gilroy Youth Task Force (alternate), SCRWA, Santa Clara Housing and Community Development Advisory

Committee

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

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

Council Member Bracco - No report.

Council Member Fugazzi - No report.

Council Member Marques - No report.

Council Member Hilton - Reported on Cal Train ridership numbers, mentioned that the South Valley Clean Energy (SVCE) Board provided feedback on the fiscal year 2025-26 Operating Budget and strategic focus areas, and the South County Youth Task Force (SCYTF) policy team update that he will provide regarding the Civic Center Master Plan initial community outreach study and conceptual layout.

Council Member Ramirez - Reported on the Sister Cities Committee.

Council Member Cline - Reported on the Gilroy Youth Taskforce.

Mayor Bozzo - Reported on the Cities Association of Santa Clara County meeting presentation from the County of Santa Clara Board of Supervisors 5/8 cent sales tax increase that will be on the ballot this November.

6. CONSENT CALENDAR

Mayor Bozzo opened public comment at 6:45 P.M.

With no speakers, Mayor Bozzo closed public comment.

Motion

Approve the Consent Calendar.

RESULT: **Passed**

MOVER: Council Member Dion Bracco

SECONDER: Council Member Tom Cline

AYES: Council Member Dion Bracco, Council Member Tom Cline, Council Member Terence Fugazzi, Council Member Zach Hilton, Council Member Carol Marques, Council Member Kelly Ramirez, Mayor Greg Bozzo

1. **Acceptance of Cash and Investment Report as of June 30, 2025**
2. **Approve the minutes of the August 4, 2025 Regular City Council Meeting**
3. **Adopt and Issue Publicly the Report Entitled City of Gilroy Transition from At-Large to By-District Elections: Adopted Map Final Report Pursuant to Elections Code Section 21130(f)**

7. BIDS AND PROPOSALS

1. **Award a contract to Griffin Structures, Inc. for Construction Management with Master Architectural Services for the Santa Teresa Fire Station Design-Build Project**

Project Manager for Public Works Ryan Osenton provided a report and presentation.

Mayor Bozzo opened public comment at 7:18 P.M.

Ron Kirkish - commented on the delay of the Santa Teresa Fire Station.

With no further speakers, Mayor Bozzo closed public comment.

Motion

Award the contract to Griffin Structures, Inc. in the amount of \$1,108,300 and Reimbursable Costs in the amount of \$54,700, with a total project cost of \$1,163,000 for Construction Management with Master Architectural Services for the Santa Teresa Fire Station Design-Build Project and authorize the Interim City Administrator to execute the agreement and all other related documents.

RESULT: Passed

MOVER: Council Member Zach Hilton

SECONDER: Council Member Carol Marques

AYES: Council Member Dion Bracco, Council Member Tom Cline, Council Member Terence Fugazzi, Council Member Zach Hilton, Council Member Carol Marques, Council Member Kelly Ramirez, Mayor Greg Bozzo

8. PUBLIC HEARINGS

1. **Adopt an Ordinance Adopting by Reference the 2025 California Building Codes with Amendments**

Community Development Director Sharon Goei provided a report and presentation.

Mayor Bozzo opened the public hearing at 7:22 P.M.

With no speakers, Mayor Bozzo closed the public hearing.

Motion

Adopt an ordinance amending Sections 6.1, 6.6, and 6.7 of Chapter 6 of the Gilroy

Municipal Code adopting by reference the 2025 California Building Code, 2025 California Residential Code, 2025 California Electrical Code, 2025 California Mechanical Code, 2025 California Plumbing Code, 2025 California Energy Code, 2025 California Historical Building Code, 2025 California Existing Building Code, 2025 California Green Building Standards Code, 2024 International Property Maintenance Code, and 2024 International Swimming Pool and Spa Code, with amendments.

RESULT: Passed

MOVER: Council Member Zach Hilton

SECONDER: Council Member Dion Bracco

AYES: Council Member Dion Bracco, Council Member Tom Cline, Council Member Terence Fugazzi, Council Member Zach Hilton, Council Member Carol Marques, Council Member Kelly Ramirez, Mayor Greg Bozzo

2. Adopt an Ordinance Adopting by Reference the 2025 California Fire Codes with Amendments

Community Development Director Sharon Goei provided a report and presentation.

Mayor Bozzo opened the public hearing at 7:23 P.M.

With no speakers, Mayor Bozzo closed the public hearing.

Motion

Adopt an ordinance amending Sections 10.9 and 10.10 of Chapter 10 of the Gilroy Municipal Code adopting by reference the 2025 California WildlandUrban Interface Code and 2025 California Fire Code, with amendments.

RESULT: Passed

MOVER: Council Member Tom Cline

SECONDER: Council Member Kelly Ramirez

AYES: Council Member Dion Bracco, Council Member Tom Cline, Council Member Terence Fugazzi, Council Member Zach Hilton, Council Member Carol Marques, Council Member Kelly Ramirez, Mayor Greg Bozzo

9. UNFINISHED BUSINESS

1. Mobile Food Vending on Private Property - Pilot Program Clarification

Assistant to the City Administrator Bryce Atkins provided a report and presentation.

Mayor Bozzo opened public comment at 7:36 P.M.

With no speakers, Mayor Bozzo closed public comment.

Council provided clarification to staff.

10. INTRODUCTION OF NEW BUSINESS

1. Creation of an Ice Center Ad Hoc Committee

Mayor Bozzo opened public comment at 7:48 P.M.

Susan Mister - commented on the Sharks Ice Center timeline and the need for an Ad Hoc Committee.

Michelle Carlen - commented on the impact the Sharks Ice Center will have on the community.

With no further speakers, Mayor Bozzo closed public comment.

Motion

Selecting Council Member Fugazzi, Council Member Hilton and Council Member Cline for the Ice Center Ad Hoc Committee

RESULT: Passed

MOVER: Council Member Tom Cline

SECONDER: Council Member Terence Fugazzi

AYES: Council Member Tom Cline, Council Member Terence Fugazzi, Council Member Zach Hilton, Mayor Greg Bozzo

NAYS: Council Member Dion Bracco, Council Member Carol Marques, Council Member Kelly Ramirez

11. FUTURE COUNCIL INITIATED AGENDA ITEMS

12. CITY ADMINISTRATOR'S REPORTS

No report.

13. CITY ATTORNEY'S REPORTS

No report.

14. CLOSED SESSION

City Attorney Faber announced the closed session items 14.1 and 14.2.

City Attorney Faber opened public comment at 7:55 P.M.

With no speakers, City Attorney Faber closed public comment.

City Council adjourned to closed session at 7:56 P.M.

Motion

Remain in closed session.

RESULT: Passed

MOVER: None

SECONDER: None

AYES: Council Member Dion Bracco, Council Member Tom Cline, Council Member Terence Fugazzi, Council Member Zach Hilton, Council Member

1. **THREAT TO PUBLIC SERVICES OR FACILITIES**
Pursuant to Government Code section 54957; Gilroy City Code Chapter 17 A
Consultation with Gilroy Police Department and Interim Chief Ken Binder
Gilroy City Code Section 17 A.11 (1)
2. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS** Pursuant to GC Sec. 54956.8 and GCC Sec. 17 A.8
Property: Gilroy Gardens Theme Park, 3050 Hecker Pass Highway, Gilroy, CA
(APN's: 810-17-024, 810-17-026, 810-17-029, 810-17-030, 810-17-031, 810-18-002, 810-18-013, 810-19-005, 810-19-007, 810-19-010, 810-19-011, 810-19-014)
Negotiators: Brad Kilger, Interim City Administrator; Victoria Valencia, Economic Development Manager
Other Party to Negotiations: Gilroy Gardens Family Theme Park, LLC Under Negotiations: Price and terms of payment for sale or lease.

15. **ADJOURN TO OPEN SESSION**

City Attorney Faber announced that there was no reportable action.

16. **ADJOURNMENT**

With no additional business before the Council, the meeting was adjourned at 8:58 P.M.



City of Gilroy

STAFF REPORT

Agenda Item Title: Approve the Master Joint Use Agreement with Santa Clara Valley Water for the City of Gilroy's Trails Network

Meeting Date: September 8, 2025

From: Brad Kilger, Interim 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: Maintain and Improve City Infrastructure

RECOMMENDATION

Council approve the agreement and authorize the Interim City Administrator to execute the agreement.

EXECUTIVE SUMMARY

BACKGROUND

The City of Gilroy has a network of bicycle and pedestrian trails throughout the community. Many of these trails are located on property owned and operated by the Santa Clara Valley Water District (Valley Water) as surface water conveyance creeks. Valley Water and the City of Gilroy have entered into joint use agreements (JUAs) as different segments of the bicycle and pedestrian trails have been developed. These agreements allow the City to make improvements within Valley Water's properties and designate appropriate responsibilities to each agency relating to the joint use. There are currently five such JUAs established, covering creeks used with trail segments along Lions Creek, the Camino Arroyo Bridge, Morey Channel, and the Sports Park Levee Trail. With the approval of grant funds for the extension of the Lions Creek trail segments from Kern to Day Road, and onward to Tapestry near Christopher High School, the City inquired, and Valley Water agreed, to create a Master Joint Use

Agreement (MJUA), adding all existing JUAs and the new trail segment under a single agreement.

ANALYSIS

Each of the existing JUAs has different terms and renewal dates, as well as contractual requirements. The MJUA allows all terms and conditions to be found in a single agreement, and reduces staff time for both agencies in maintaining and monitoring multiple agreements by having a single agreement to operate within. There are no fees for the joint use arrangements between the two organizations, and that arrangement remains in the MJUA. Each agency is responsible for maintaining its own improvements at its own costs, and to operate collaboratively when any work is to be conducted in the JUA areas. The City Attorney's Office and Public Works' Engineering Division have reviewed the agreement and conditions and find them agreeable.

ALTERNATIVES

The council may choose not to adopt the MJUA. Staff does not recommend this, as the MJUA will: improve efficiency without additional cost; include the segment of Lions Creek for the new extension project of the bicycle and pedestrian trail network along that creek; and facilitate easier additions of new segments when the trail network is expanded further in the future.

FISCAL IMPACT/FUNDING SOURCE

None. The MJUA does not trigger additional payments. The City is only required to pay for the construction and maintenance of its own improvements within approved areas owned by Valley Water.

PUBLIC OUTREACH

This item was included on the publicly posted agenda for this meeting.

NEXT STEPS

If approved, staff will complete signatures on the agreement and relay it to Valley Water for their final approval of the MJUA.

Attachments:

- 1. MASTER JOINT USE AGREEMENT- City of Gilroy (Final Draft)

**MASTER JOINT USE AGREEMENT
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND THE CITY OF GILROY**

This MASTER JOINT USE AGREEMENT (this “**Agreement**”) is entered into by and between the SANTA CLARA VALLEY WATER DISTRICT, a California Special District created by the California Legislature, hereinafter referred to as “**Valley Water**”, and the CITY OF GILROY, a municipal corporation, hereinafter referred to as “**City**”. Valley Water and City may be referred to individually as “Party” or collectively as the “Parties” or the “Parties to this Agreement”. This Agreement will become effective on the later of the last-signed signature date set forth below (the “**Effective Date**”), _____, 2025.

RECITALS:

- A. Valley Water is the owner of certain real property (hereinafter “**Premises**”), as shown on Exhibit A, attached hereto.
- B. City desires to maintain existing “Recreational Improvements” (as defined in Section 3(b) herein) within the Premises.
- C. The Parties have established Existing Joint Use Agreements (JUAs) for specific portions of Valley Water properties, each portion with its own JUA.
- D. The Parties desire to enter into a single Master Joint Use Agreement (Agreement) to govern the joint use of all Premises as detailed in the enclosed Exhibit A attached hereto and incorporated in this Agreement by this reference.
- E. City desires to construct additional Recreational Improvements on other portions of the Premises within the City limits not currently incorporated under an existing JUA.
- F. The parties intend that the cooperative efforts and responsibilities outlined in this Agreement must serve as the foundation for the establishment of amendments entered into by the Parties for additional Recreational Improvements incorporated into Exhibit A of this Agreement.
- G. This Agreement supersedes and replaces the following existing JUAs between the Parties:
 - A3226M - West Branch Llagas Creek - Camino Arroyo Bridge.
 - A3287RE - Lions Creek - Pedestrian Bridge at Tapestry Drive and Cougar Court.
 - A3415M - Lions Creek, West Branch Llagas Creek, and Upper Miller Slough.
 - A4348X - South Morey Channel – Pedestrian Bridge at Avezan Way and Gascony Court.
 - A2923S - Uvas-Carnadero Creek Levee Top Trail.
- H. This Agreement incorporates the following new segment into the Agreement:
 - Lions Creek Trail from Kern Avenue to Tapestry Drive.
- I. City’s and the public’s use of the Premises for Recreational Improvements will not unreasonably interfere with Valley Water’s mission of flood protection, water resources management, and stream stewardship.

- J. The Parties find it to be in the public interest to provide for joint use of the Premises by means of this Agreement under the following terms and conditions.
- K. The Parties agree to develop all joint-use trails in accordance with the requirements outlined in the Valley Water Public Trail Policy Criteria and Guidance document. The Parties also agree that this Agreement and its Exhibits should be used to ensure consistency across all collaborative endeavors between the City and Valley Water.
- L. Valley Water may have current and/or future projects planned within the Premises. The Parties agree to work collaboratively to ensure Recreational Improvements are designed and constructed in a manner that accommodates and is compatible with Valley Water's projects and objectives.
- M. Valley Water and City recognize that applicable trail master plans, such as the City Parks and Trail Master Plan and/or Countywide Trails Master Plan, may serve as guidance documents for future trail segment planning and implementation of joint-use trails covered under this Agreement. The Parties intend to coordinate their efforts to maintain consistency between these trail master plans and Valley Water's mission and projects.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1) **Incorporation of Recitals.** The recitals set forth above are incorporated herein by this reference.
- 2) **Supersedes Existing JUAs.** City and Valley Water waive the 90-day notice of termination requirement of the Existing JUAs. City and Valley Water agree that this Agreement supersedes and replaces the Existing JUAs as of the Effective Date of this Agreement.
- 3) **Scope of Valley Water License Grant to City.** Subject to the terms and conditions of this Agreement, Valley Water hereby grants to City a non-exclusive license to access and do any or all the following on the Premises:
 - a. To include in this Agreement the jointly agreed-upon Recreational Improvements, as defined in Section 3(b) herein, and potential improvements for trails, as well as the standard maintenance responsibilities for said improvements. Any special provisions and/or maintenance arrangements for a specific trail segment must be noted in the corresponding Exhibit A.
 - b. To construct, operate, maintain, repair, replace, and remove improvements and other trail amenities for public recreational purposes on the Premises including, but not limited to, pedestrian and bicycle trails, pedestrian bridges, trailheads, fencing, fixtures (trash receptacles, benches, etc.), signage and public art (collectively, "**Recreational Improvements**"). Any and all work related to construction, operations, and maintenance of the Recreational Improvements will be completed in accordance with applicable federal, state, and local environmental regulations, including but not limited to the federal and state Migratory Bird Treaty Acts, Clean Water Act, federal and state Endangered Species Acts, the California Fish and Wildlife Code, and the Porter-Cologne Water Quality Control Act. All Recreational Improvements must comply with all building and fire codes and other applicable legal requirements. For any Recreational Improvements that qualify as regulated projects under the City's Phase II Small Municipal Separate Storm System (MS4) Permit, City must develop and implement appropriate

stormwater treatment measures in compliance with its Phase II Small MS4 permit requirements. Under this signed agreement, City must apply for permits for each improvement. If Valley Water approves the City Improvements, Valley Water shall issue to the City permits for all Recreational Improvements, ("**Valley Water Permit**"). Issuance of Valley Water's permit will be at Valley Water's sole discretion, provided that Valley Water's approval will not be unreasonably delayed, conditioned, or withheld. The issued permit becomes part of this agreement.

- c. To provide for public access such as bicycling, walking, jogging, hiking, and similar uses of Recreational Improvements in accordance with all applicable legal requirements to the extent such activities do not interfere with Valley Water's mission of flood protection, water resources management, and stream stewardship.
- d. To host special public recreational events (e.g., races, bike-to-work events, etc.) that may include an otherwise restricted component such as allowing private vehicular access for safety purposes, so long as Valley Water issues City a Valley Water Permit to host the event.
- e. Subject to the conditions and restrictions contained in this Agreement, City has full responsibility and authority to restrict, control, regulate, and/or supervise public use of the Recreational Improvements. City may, at its discretion, consistent with Valley Water's Superior Rights and City's Subordinate Rights described in Section 12, and without diminution of Valley Water's ability to provide flood protection, stream stewardship, water resources management, including the operations and maintenance thereof, or hazardous materials cleanup on the Premises, take any measures of every kind that, in the opinion of City, may be necessary for the health and safety of the public using the Premises. City is responsible for any damage to either Valley Water improvements or Recreational Improvements that result from City's or the public's use of the Premises. City will be responsible for all costs for repair of damage to Valley Water facilities or Recreational Improvements incurred by City or the public's use of Recreational Improvements.

- 4) Prohibited Uses of Trail.** City must post notices at all Trail entrances notifying users that the following are prohibited:
- Entry of motor vehicles (except for maintenance repairs, emergency, and enforcement vehicles and mobility devices otherwise allowed by law)
 - Dogs (except on leash) or other domestic animals
 - Public access during Trail closures when maintenance equipment and vehicles and/or emergency vehicles are present

Subject to the foregoing prohibitions and any other restrictions set forth in this Agreement, City will have the sole authority and responsibility to adopt Trail rules and regulations consistent with federal, state, and local regulations to govern the public's use of the Premises that are compatible with Valley Water's mission of flood protection, water resources management, and stream stewardship, as determined by Valley Water.

- 5) Trash and Litter Removal.** City will remove trash from the Premises that is likely to have been generated from public use of the Premises. City will be responsible for maintaining, servicing, and emptying trash receptacles and for rubbish removal as reasonably necessary, including providing

for lawful disposal of hazardous waste and/or biowaste. Separately and as funding is available, Valley Water will manage an Adopt-a-Creek program to provide opportunities for volunteer public trash removal.

- 6) Vegetation Management.** If existing vegetation or trees interfere with Recreational Improvements, the public's use of the Premises, or have been deemed hazardous and a danger to the safety of the public, City is responsible for trimming or removal, as City deems necessary, in accordance with applicable federal and state laws and Valley Water Permit requirements. Valley Water will provide vegetation management as needed for flood protection and fire code compliance consistent with its management of comparable flood protection facilities. All pruning by City or City contractors on the Premises must follow International Society of Arboriculture (ISA) guidelines. Herbicide use on the Premises must be performed by or under the direct supervision of a licensed Qualified Applicator Certificate/Qualified Applicator License (QAC/QAL) to ensure herbicides are only applied on the Recreational Improvements, are suitable for the purpose and environment they to which they are applied, and do not drift onto adjacent Valley Water mitigation habitat, waters, or natural habitat. City must only use herbicides approved for aquatic use in all areas below top of bank of a creek, within 20 feet of top of bank of a creek, and where required by law. For any revegetation or landscaping associated with Recreational Improvements, native plants should be used and must be permitted by Valley Water. City will be responsible for all maintenance associated with any permitted landscaping installations. City will remove any landscape installations associated with Recreational Improvements at Valley Water's request if installations interfere with Valley Water's operations and/or maintenance of the Premises.
- 7) Graffiti Removal.** City will have the primary responsibility for removal of graffiti on the Premises reasonably attributed to use of the Recreational Improvements. City will provide graffiti removal in compliance with City's graffiti abatement program, including graffiti removal from Recreational Improvements consistent with its implementation of the same program at comparable City facilities. No permit from Valley Water, nor any advance notice, will be required for City to remove routine graffiti from any City or Valley Water facility within the Premises. Any and all materials used by City in the removal of graffiti within the limits of this Agreement must be approved for use in the State of California and consist of environmentally safe products which will not harm the creek environment of the Premises in anyway.
- 8) Pioneer Trails.** City and Valley Water will meet and confer to determine the need for fencing or other protective measures associated with Recreational Improvements whenever unauthorized or pioneer trails are observed. City will have primary responsibility for installing and maintaining measures that deter off-trail uses. Valley Water will have the discretion to install at its sole cost, unless otherwise agreed upon by City, any additional measures to control public ingress or egress that may be necessary to protect environmentally sensitive areas or Valley Water facilities.
- 9) Security.** City personnel and/or volunteers supervised by City will patrol the Premises to provide the same level of public safety afforded to similar areas of the City. Valley Water has no obligation to provide or pay for such patrols.

10) Encampments. City is responsible for abating any encampment in accordance with applicable laws which blocks access to Recreational Improvements, is a safety threat or hazard to the public's use of access to Recreational Improvements, or otherwise adversely impacts the public's use of access to Recreational Improvements, as determined by City.

11) Public Complaints. City is responsible for responding to all public complaints and inquiries regarding Recreational Improvements, and to all complaints and inquiries regarding the public's use of Recreational Improvements.

12) Construction, Maintenance, and Repairs.

- a. Valley Water is responsible for performing construction, operations, maintenance, and repairs on the Premises for flood protection, stream stewardship, and water resources management in a manner consistent with its construction, maintenance, and repairs of comparable facilities or creeks. It is expressly understood that Valley Water is engaged in flood protection, the protection of water resources, and stream stewardship, and that the terms and conditions of this Agreement will not in any way interfere with the absolute, free, and unrestricted right of Valley Water to operate and maintain for flood protection, water resources management, and stream stewardship purposes, the stream bed and banks, or any appurtenant works thereto, or to repair or construct any of its works, or to allow the raising or lowering of the height of the water present upon the Premises ("**Superior Rights**"). City will have the right to build additional Recreational Improvements on the Premises necessary or convenient to the enjoyment of this Agreement, provided that any such improvement is, in each case during the term of this Agreement, first approved by Valley Water by issuance of a Valley Water Permit in its sole, unfettered discretion ("**Subordinate Rights**"). City acknowledges Valley Water's Superior Rights and that City's rights are subordinate thereto.
 - i) If removal or relocation of City's fencing is necessary to allow Valley Water to conduct construction, operations, maintenance, or repairs on the Premises, City must remove or relocate its fencing at its own expense within 5 working days after receiving written notice from Valley Water.
 - ii) If removal or relocation of a City pedestrian bridge is necessary to allow Valley Water to conduct construction, operations, maintenance, or repairs on the Premises, City must remove or relocate its bridge at its own expense within 60 calendar days after receiving written notice from Valley Water. Valley Water, however, will attempt to provide more than 60 calendar days' notice to City, if reasonably feasible.
 - iii) If Valley Water requires that any other Recreational Improvements be removed or relocated for any Valley Water purpose, City will do so at its own expense within 90 days after receiving written notice from Valley Water.
 - iv) If construction of Recreational Improvements or modification of existing Recreational Improvements, including vegetation installed by City, requires mitigation under the California Environmental Quality Act or as a regulatory permit requirement, City will be responsible for all costs required to fulfill any required mitigation responsibilities, including providing lands to place mitigation and providing mitigation monitoring and reporting.

- v) If Valley Water engages in any construction on the Premises, Valley Water will inform City during preconstruction planning to minimize any adverse impact of Valley Water's project on Recreational Improvements.
- vi) Valley Water agrees to exercise reasonable care during construction, operations, maintenance, and repair activities to minimize damage to Recreational Improvements. Valley Water is not responsible for any damage to or replacement of City Improvements that results from Valley Water's construction, operation, maintenance, or repair of flood protection or stream stewardship facilities located on or near the Premises, including, without limitation, any flood flows or inundation from creeks on the Premises, unless the damage to Recreational Improvements is caused by Valley Water's sole negligence or willful conduct.
- vii) Any replacement of Recreational Improvements following Valley Water's construction, maintenance, or repairs on the Premises will be City's responsibility and cost and also require a Valley Water Permit under Section 3(b). City is solely responsible for informing the public of temporary or permanent closure of operational Recreational Improvements
- viii) In non-emergencies, City and Valley Water staff will meet, whenever necessary, for the purpose of scheduling routine maintenance, including, but not limited to:
 - (a) Maintenance issues related to Premises and/or Recreational Improvements;
 - (b) Non-emergency work requiring the use of heavy equipment, barricading, pedestrian detour plans, and/or restricting access to the Premises. Valley Water and City further agree to notify one another's designated representative at least ten workdays prior to commencement of such work to minimize public impacts.
- ix) In an emergency on or affecting the Premises, Valley Water may require removal or relocation of any Recreational Improvements without notice to City.

b. City has sole responsibility for:

- i) the construction, operation, maintenance, and repair of all Recreational Improvements;
- ii) maintenance and operation of all Recreational Improvements in usable and safe condition; and
- iii) the duty, cost, and expense of providing any security; police; preparation of traffic and pedestrian detour plans depicted on attached Exhibit B, including installation of required appurtenances; public notices/communications/signage to inform the public of any closure of Recreational Improvements, and available detours during closure of Recreational Improvements; trail amenities (including fencing); modifications or replacements; or other expenditure necessary to temporarily prohibit or control public access to the Premises that Valley Water would not ordinarily incur to complete scheduled routine maintenance pursuant to this provision; and
- iv) implementation of the Maintenance Plan in Exhibit C.
- v) Implementation of post-construction stormwater management measures for Recreational Improvements. All stormwater management measures within the Premises are subject to Valley Water's review and approval. Valley Water has the right to deny any proposed stormwater management measure, or request the relocation of existing stormwater management measures if it is determined to conflict with its flood protection,

water resources management, and stream stewardship function. City is responsible for conducting regular inspections and maintaining green infrastructure and stormwater control measures, maintaining documentation of all inspection and maintenance activities, implementing necessary corrective actions, submitting annual reports of stormwater management activities to the required regulatory agencies, and ensuring compliance with all stormwater treatment requirements as specified in the City's Phase II Small MS4 permit.

13) Water Level Fluctuations. The level of water on the Premises may fluctuate from day to day due to controlled or uncontrolled flows upon and across the Premises. City will be responsible for the control of or limiting the public's use of the Premises to protect the health and safety of the public from fluctuation in water levels or flooding of the Premises.

14) Signage. City has sole responsibility for providing signage pursuant to Section 12(b)(iii) to notify the public of the closure of Recreational Improvements. The Parties will cooperate to create and install signage that benefits the programs of each Party such as Trail closure detour signage, maintenance vehicle warnings, entrance signage, interpretive signs and benches, and joint uses when applicable. The Deputy Operating Officer of Valley Water and the City Administrator or their respective designees will meet and confer on a periodic basis to plan the installation of appropriate signage that serves the needs of both parties. All signs placed on the Premises by City (except existing signs that identify the facility (e.g., Trail) by name) must include Valley Water's logo in equal size and symmetrical relationship to any other logos contained on such signs. In addition, all City signs placed on the Premises or City publications relating to the closure of Recreational Improvements that describe water resources must be developed in conjunction with Valley Water. Each Party is responsible for the maintenance and upkeep of its signage installed on the Premises.

15) Bird Nesting Season. To the extent feasible, the Parties must avoid construction or maintenance activities on the Premises during bird nesting season (generally between January 15th and August 31st). If construction or maintenance work must be done during the nesting season, a pre-construction survey by a qualified biologist must be undertaken to determine the presence of nesting. If nesting activity is reported, the biologist is expected to recommend that the City implement adequate mitigation measures to protect the nesting area. Environmental impacts will be considered prior to all work by the responsible Party (City or Valley Water, and/or their agents) performing said work.

16) Term of Agreement. The term of this Agreement (including the rights and obligations contained herein), will commence on the Effective Date and will expire on the 25th anniversary of the Effective Date, unless either Party requests a renewal of and/or amendment to the agreement no less than 180 days prior to the expiration of the then-existing term. If either Party requests a renewal and/or amendment to the agreement, and a renewal and/or amendment has not been implemented prior to the expiration of this Agreement, then City will either close and prevent public access to the Premises until a new agreement is executed or, subject to written approval by Valley Water's Chief Executive Officer and upon written request by City, this Agreement may be extended for no more than one (1) year to maintain public access to the Premises while ongoing efforts are made to execute a new Agreement.

17) Termination of Agreement. Either Party may terminate this Agreement after providing the other Party with at least 90 days prior written notice of its intent to terminate this Agreement. Upon the termination or expiration of this Agreement, City must remove all Recreational Improvements from the Premises and leave the Premises in a condition as near as reasonably practical to its condition prior to the installation and/or development of such improvements. Notice of intent to terminate may be given by City Administrator. Notice of intent to terminate may be given by Valley Water's Chief Executive Officer.

18) Indemnification by City. Notwithstanding any other provision of this Agreement, City agrees to indemnify, defend, and hold harmless Valley Water, its agents, officers, directors, and employees from and against any and all demands, claims, damages, losses, and reasonable expenses, including but not limited to liabilities, obligations, claims, costs, reasonable expenses (including without limitation interest, penalties and reasonable attorney's fees), fines, levies, assessments, demands, damages or judgments of any kind or nature, whether in law or equity (including without limitation, death or injury to any person, property damage, administrative and judicial orders and consents, or any other loss) to the extent they arise out of, pertain to, or relate to the: (i) public's use of the Premises, (ii) public's use of real property adjacent to the Premises, or (iii) negligence or willful misconduct of City's officers, agents, employees, or independent contractors, except to the extent caused by Valley Water's active or gross negligence or willful misconduct. This Agreement to defend, indemnify, and hold harmless Valley Water will operate irrespective of the basis of the claim, liability, loss, damage, or injury and irrespective of whether the act, omission, or activity is a condition of Premises or any other cause of any kind or nature.

19) Indemnification by Valley Water. Notwithstanding any other provision of this Agreement, Valley Water agrees to indemnify, defend, and hold harmless City, its agents, officers, directors, and employees from and against any and all demands, claims, damages, losses, and reasonable expenses, including but not limited to liabilities, obligations, claims, costs, reasonable expenses (including without limitation interest, penalties and reasonable attorney's fees), fines, levies, assessments, demands, damages or judgments of any kind or nature, whether in law or equity (including without limitation, death or injury to any person, property damage, administrative and judicial orders and consents, or any other loss) to the extent they arise out of and are caused by Valley Water's active or gross negligence or willful misconduct, or from any physical condition of the Premises caused in whole or in part by Valley Water's acts or omissions. This Agreement to defend, indemnify, and hold harmless City will operate only to the extent that the basis of the claim, liability, loss, damage, or injury is a result of Valley Water's active or gross negligence or willful misconduct.

20) Insurance. City and Valley Water must, throughout the duration of this Agreement, maintain and cause its contractors to maintain sufficient insurance and coverage as described in Exhibit D, attached hereto and incorporated herein. City and Valley Water can meet the insurance requirements of this Section 20 through self-insurance which can be substantiated by issuance of a certificate of self-insurance.

21) Equal Opportunity Employer. Valley Water is an equal opportunity employer and requires public agencies that it enters into this Agreement with to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, City will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subcontractor, employee, or applicant for employment in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, color, national origin (including language use restrictions), ancestry, religious creed (including religious dress and grooming practices), political affiliation, disability (mental and physical, including HIV or AIDS), medical condition (cancer and genetic characteristics), genetic information, marital status, parental status, gender, age (40 and over), pregnancy, military and veteran status, sexual orientation, gender identity and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.

Compliance with Applicable Equal Opportunity Laws. City's policy must conform with applicable state and federal guidelines including the Federal Equal Opportunity Clause, "Section 60-1.4 of Title 41, Part 60 of the Code of Federal Regulations," Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973 (Sections §503 and §504); the Age Discrimination Act of 1975 (42 U.S.C. §sec. 6101 et seq.); the California Fair Employment and Housing Act (Government Code §12900 et. seq.); and California Labor Code §1101 and §1102.

City must designate a specific position within its organization to be responsible for investigating allegations of non-compliance with anti-discrimination and anti-harassment provisions of this Agreement. City must conduct a fair, prompt, and thorough investigation of all allegations directed to City by Valley Water. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, City must take prompt, effective disciplinary action against the offender.

22) Future Recreational Improvements. If the Parties agree to include additional Recreational Improvements to this Agreement in the future, such additions may be made by amending the Exhibits to this Agreement and obtaining the signatures of Valley Water's Chief Executive Officer and City's City Administrator. No further approval will be required for such amendments, provided that the terms of this Agreement will apply to all trail segments added in this manner.

23) Notices. Any and all notices required to be given hereunder will be deemed to have been delivered upon deposit in the United States mail, postage prepaid, addressed to either of the parties at the address hereinafter specified or as later amended by either Party in writing:

City:
City of Gilroy
Attention: City Administrator
7351 Rosanna Street
Gilroy, CA 95020

Valley Water:
Santa Clara Valley Water District
Attention: Clerk of the Board
5750 Almaden Expressway
San Jose, CA 95118
w/copy to Lands Management Program

- 24) Successors and Assigns.** This Agreement, and all terms, covenants, and conditions hereof, will apply to and bind the successors and assigns of the respective parties hereto. City will neither assign nor sublet this Agreement without the prior written consent of Valley Water.
- 25) Choice of Law.** Choice of Law and Venue. This Agreement is governed by California law. Proper venue for legal action regarding this Agreement will be in the County of Santa Clara.
- 26) Amendments.** This Agreement may not be modified or amended except in writing signed by the authorized representative of both parties and approved as required by applicable law.
- 27) Compliance with Laws.** Each Party must, in all activities undertaken pursuant to this Agreement, comply and cause its contractors, agents, and employees to comply with all applicable federal, state, and local laws, statutes, orders, ordinances, rules, and regulations.
- 28) Not Real Property Interest.** It is expressly understood that this Agreement does not in any way whatsoever grant or convey any permanent easement, fee, or other interest in a Party's real property to the other Party.
- 29) Attorney's Fees.** In the event of a dispute between the Parties with respect to the terms or conditions of this Agreement, the prevailing Party is entitled to collect from the other its reasonable attorney's fees as established by the judge or arbitrator presiding over such dispute.
- 30) Severability.** 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 force without being impaired or invalidated in any way; provided, however, this paragraph will not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.
- 31) Waiver.** No delay or failure to require performance of any provision of this Agreement constitutes a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be provided, in writing, and must apply to the specific instance expressly stated.
- 32) Entire Agreement.** This Agreement, together with all Exhibits attached hereto, constitutes the entire agreement between the parties concerning the public's use of the Premises and supersedes all prior written and oral understandings concerning the public's use of the Premises.

33) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.

34) Electronic Signature. Unless otherwise prohibited by law or City policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the City.

35) No Third-Party Beneficiaries. This Agreement is entered into only for the benefit of the Parties executing this Agreement and not for the benefit of any other individual, entity, or person.

36) Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the City and the Valley Water.

37) Entire Agreement and Incorporation of Exhibits. This Agreement, together with all Exhibits referenced herein and attached hereto, constitutes the entire agreement between the Parties and supersedes all prior written and oral understandings.

signatures next page

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year last written below.

"City"

CITY OF GILROY

A municipal corporation

"Valley Water"

SANTA CLARA VALLEY WATER DISTRICT,

a Special District, created by the California Legislature

By: _____ Date: _____

Brad Kilger
Interim City Administrator

By: _____ Date: _____

Melanie Richardson, P.E.
Interim Chief Executive Officer

ATTEST:

ATTEST:

Kim Mancera
City Clerk

Candice Kwok-Smith
Clerk of the Board of Directors

APPROVED AS TO FORM:

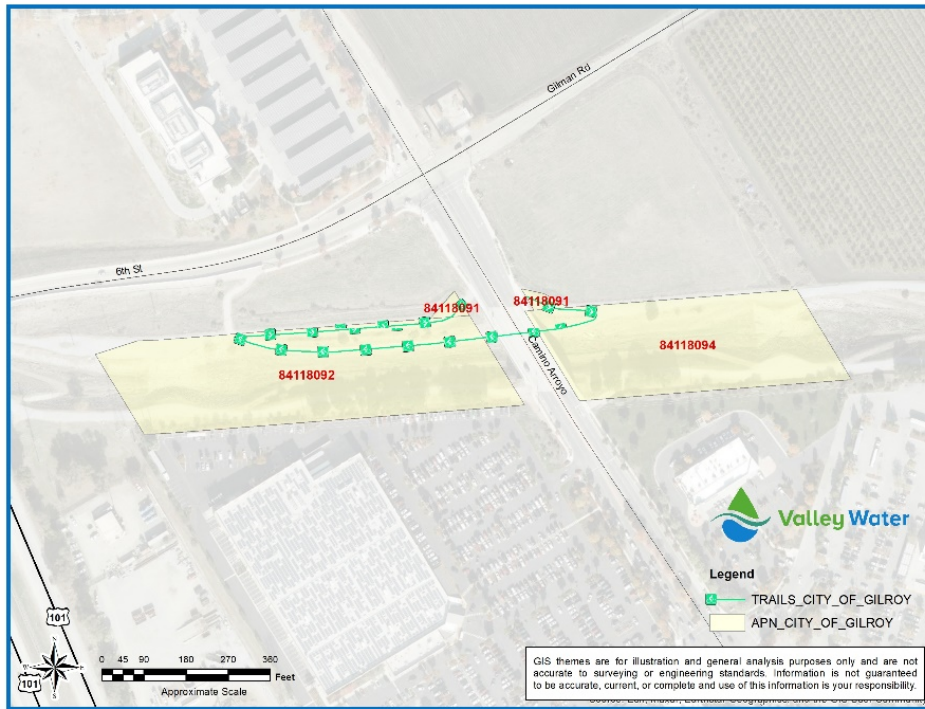
APPROVED AS TO FORM:

Andrew Faber
City Attorney

Omar El-Qoulaq
Assistant District Counsel

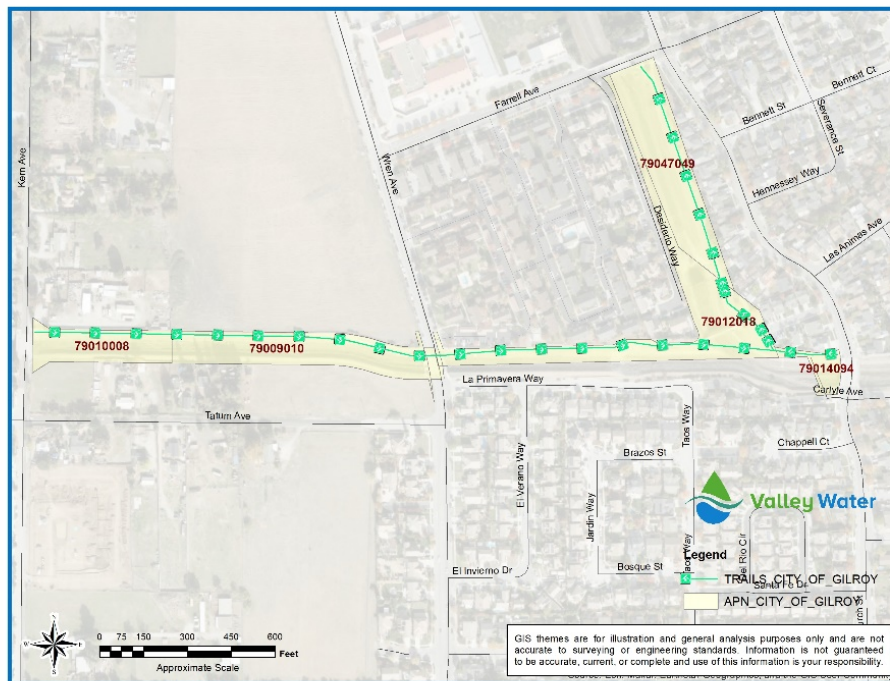
EXHIBIT A (PREMISES AND SPECIAL PROVISIONS)

Exhibit #	Segment Name	Special Provisions
A.1	West Branch Llagas Creek - Camino Arroyo Bridge	<ul style="list-style-type: none"> Public access to the Premises is restricted to daylight hours. Swimming, boating, rafting, and fires are prohibited on the Premises. City cannot provide any picnicking facilities on the Premises.



Document Name: Join Use Agreement MERGE

Exhibit #	Segment Name	Special Provisions
A.2	Lions Creek, West Branch Llagas Creek, and Upper Miller Slough	<ul style="list-style-type: none"> Public access to the Premises is restricted to daylight hours. Swimming, boating, rafting, and fires are prohibited on the Premises. City cannot provide any picnicking facilities on the Premises. Public access on the Premises must only be passive in nature. City must maintain vegetation within 30 feet of the property line near the pedestrian bridge for fire protection and aesthetic purposes, and remove any trash or dumping.



Document Name: Join Use Agreement MERGE

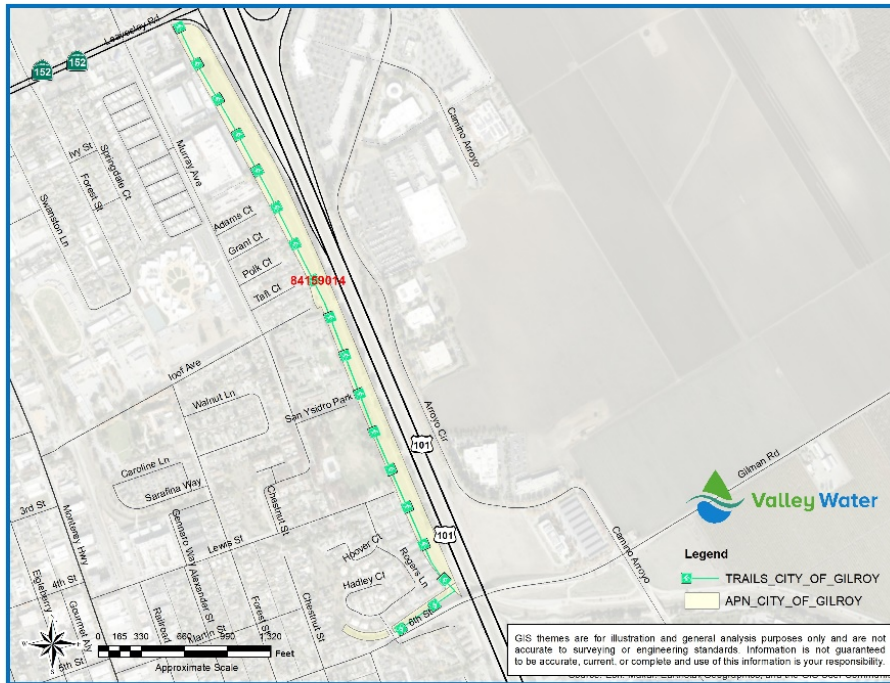
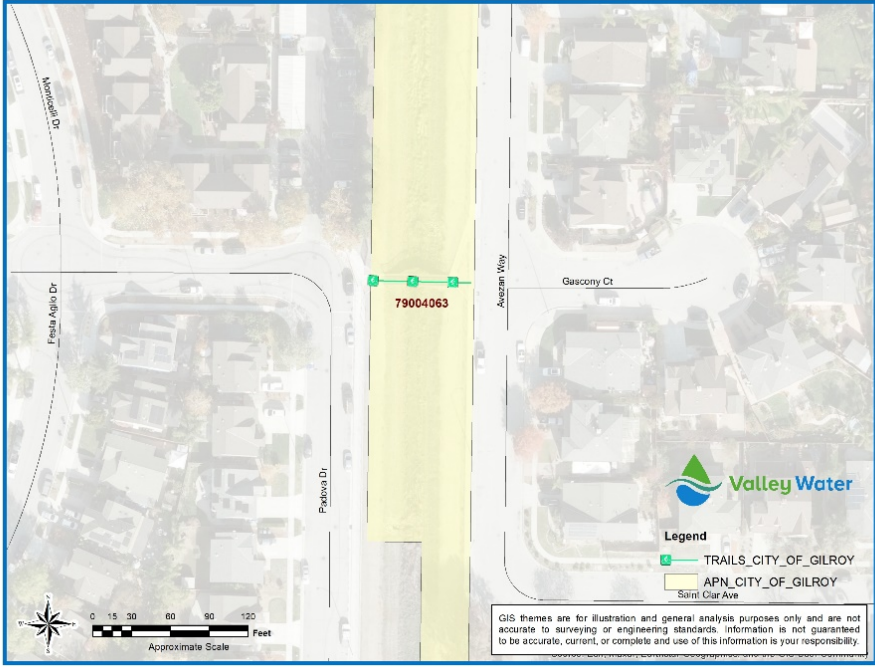
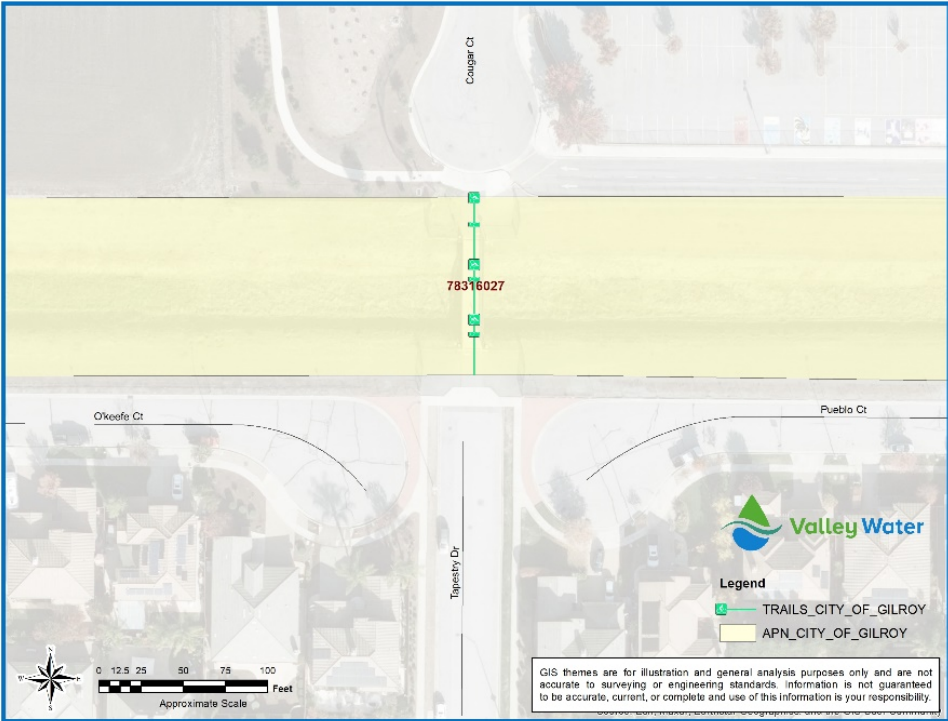


Exhibit #	Segment Name	Special Provisions
A.3	South Morey – Pedestrian Bridge at Channel Avezan Way and Gascony Court	<ul style="list-style-type: none"> City cannot provide any picnicking facilities on the Premises.



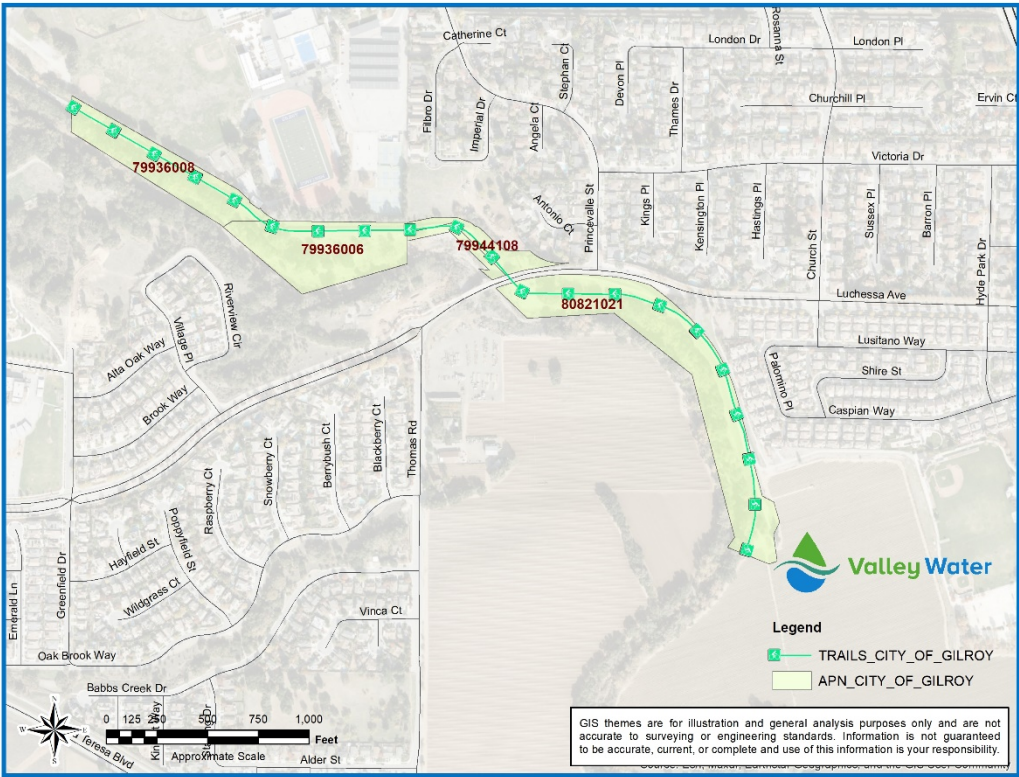
Document Name: Joint Use Agreement MERGE

Exhibit #	Segment Name	Special Provisions
A.4	Lions Creek Trail - Pedestrian Bridge at Tapestry Drive and Cougar Court	<ul style="list-style-type: none"> • City cannot provide any picnicking facilities on the Premises. • Users of the Premises must not use the bridge to enter Lions Creek or make any fires on the Premises.



Document Name: Join Use Agreement MERGE

Exhibit #	Segment Name	Special Provisions
A.5	Uvas-Carnadero Creek Levee Top Trail	<ul style="list-style-type: none"> None



Document Name: Join Use Agreement MERGE

Exhibit #	Segment Name	Special Provisions
A.6	Lions Creek Trail from Kern Avenue to Tapestry Drive	<ul style="list-style-type: none"> • City needs to restrict public access to the Premises to daylight hours. • Public access on the Premises must only be passive in nature. • City cannot provide any picnicking facilities on the Premises. • Swimming, boating, rafting, and fires are prohibited on the Premises. • City must pave the trail and be responsible for repair and maintenance of any improvements made by City.

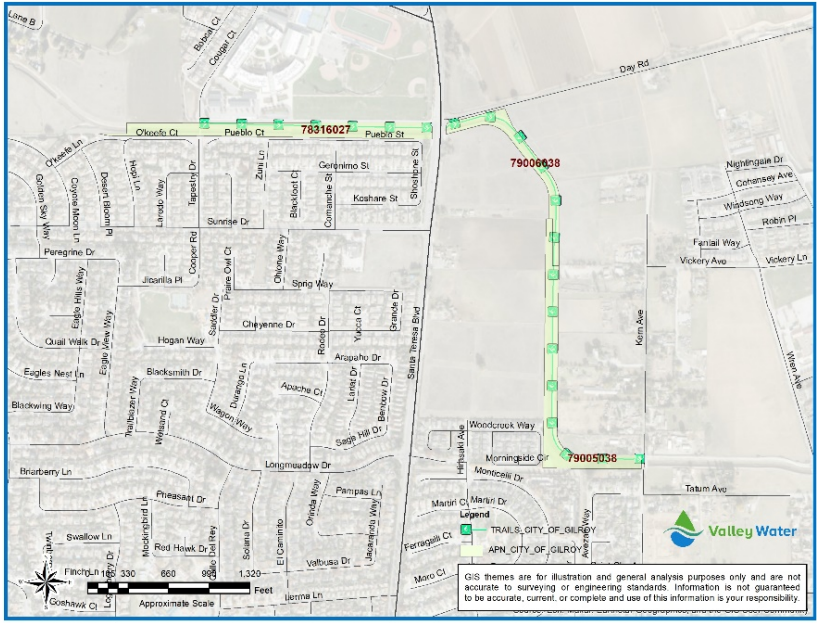


EXHIBIT B—CITY DETOUR MAPS FOR TRAIL CLOSURES

Valley Water will notify the City with prior notice for non-emergency construction work that necessitates trail closure as soon as reasonably possible. Valley Water and the City will coordinate the closure of the trail for public safety purposes should it be required for City’s construction work, or operations and maintenance activities, or Valley Water’s construction work, or operations and maintenance activities. City will notify Valley Water’s Watersheds Operations and Maintenance Unit prior to work on the trail. City will be responsible for developing and communicating detour routes to the public. If the detour route differs from the one attached to this Agreement, City must provide Valley Water with a copy of the revised detour map.

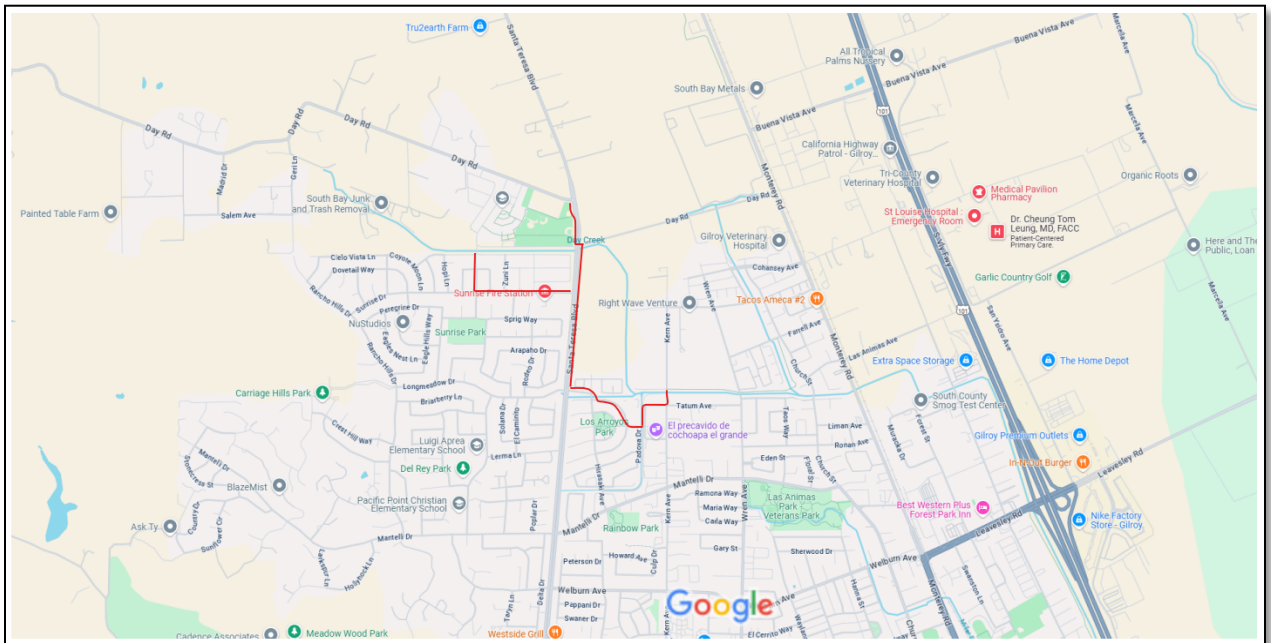


EXHIBIT C—PARTNER AGENCY TRAIL MAINTENANCE PLAN

1. Annual Trail Maintenance Activities:
 - a. Trail Brushing and Vegetation Management:
 - Ensure 90% clearance of weeds and branches within 5' on either side of the trail
 - Maintain 90% clearance of weeds and branches on paved portions
 - Prune trees to have a minimum eight- (8-) foot clearance above paved area
 - Remove any broken or hanging limbs greater than one (1) inch in diameter
 - Promptly remove cut branches and other debris from the Premises
 - b. Invasive Species Control:
 - Ensure 80% or more of landscaped areas are free of weeds and 100% free of overtaking vines
 - c. Pavement Maintenance:
 - Repair cracks, depressions, and potholes in paved portions of the trail
 - Ensure pavement is smooth and not crumbling or lifting
 - d. Drainage System Maintenance:
 - Ensure 80% of landscaped areas and 100% of paved areas are free of standing water two days after rain or two hours after irrigation
 - e. Hazardous Tree Removal:
 - Assess trees for hazards and remove as needed
 - f. Trail Surface Repair:
 - Address any surface quality issues on paved portions of the trail
 - g. Maintenance and Monitoring of Plantings:
 - Ensure 80% or more of plantings show no signs of death or damage
 - Monitor for appropriate size and shape of plants for their location
 - h. Trash and Graffiti Removal:
 - Remove litter and debris (no more than 10 pieces per 100' line of sight)
 - Empty trash receptacles before overflowing
 - Remove graffiti within 24-48 hours of observation
2. Maintenance Inspection Schedule:
 - Conduct weekly visual inspections of the trail
 - Perform detailed quarterly inspections of all trail features
 - Conduct annual comprehensive trail condition assessment
3. Trail Closure Action Plan:
 - Implement trail closures as required for Valley Water maintenance actions or during high creek flows
 - Use bicyclist and pedestrian detour routes as outlined in Exhibit B
 - Provide signage in advance of trail closures
4. Trail Security Responsibilities:
 - Conduct regular patrols of the trail
 - Respond to security concerns reported by trail users
 - Coordinate with local law enforcement as needed
5. Permits:
 - Maintain necessary permits for routine maintenance activities
 - Coordinate with Valley Water for any activities requiring additional permitting

EXHIBIT D - Joint Use Agreement Insurance Requirements

For purposes of this Exhibit, "Contractor" means any third-party entity engaged by the City to perform work on the Premises. If the City performs work using its own personnel, the City shall maintain equivalent insurance coverage as required herein per Section 20 of this Agreement.

Without limiting the Contractor's indemnification of, or liability to, the Santa Clara Valley Water District ("Valley Water") and the City of Gilroy the Contractor must provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions as listed below.

Contractor must provide its insurance broker(s)/agent(s) with a copy of these requirements and warrants that these requirements have been reviewed by Contractor's insurance agent(s) and/or broker(s), who have been instructed by Contractor to procure the insurance coverage required herein.

In addition to certificates, Contractor must furnish Valley Water with copies of all original endorsements affecting coverage required by this Attachment. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All endorsements and certificates are to be received and approved by Valley Water.** In the event of a claim or dispute, Valley Water has the right to require Contractor's insurer to provide complete, certified copies of all required pertinent insurance policies, including endorsements affecting the coverage required by this Attachment insurance

document.

If your insurance broker has any questions about the above requirements, please advise him/her to email Valley Water Risk Manager at RiskManager@valleywater.org.

CERTIFICATES OF INSURANCE

Contractor must furnish Valley Water with a Certificate of Insurance. The certificates will be issued on a standard ACORD Form.

Contractor must instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to the designated Valley Water Agreement Administrator and email a copy to valleywater@ebix.com.

The certificates will:

1. Identify the underwriters, the types of insurance, the insurance limits, the deductibles and the policy term;
2. Include copies of all the actual policy endorsements required herein; and
3. In the "Certificate Holder" box include:

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118**

and

**City of Gilroy
7351 Rosanna Street
Gilroy, CA 95020**

In the Description of Operations/Locations/Vehicles/Special Items Box:

1. Certificate Holder must be named as Additional Insured;
2. Valley Water agreement or project number must appear;
3. The list of policies scheduled as underlying on the Umbrella policy must be listed; and
4. Waiver of Subrogation must be indicated as endorsed to all policies.

If Contractor receives any notice that any of the insurance policies required by this Exhibit D, Insurance may be cancelled or coverage reduced for any reason whatsoever, Contractor or insurer must immediately provide written notice to the designated Valley Water Agreement Administrator that such insurance policy required by this Exhibit D Insurance is canceled or coverage is reduced.

MAINTENANCE OF INSURANCE

If Contractor fails to maintain such insurance as is called for herein, Valley Water, at its option, may suspend payment for work performed and/or may order Contractor to suspend all Contractor's work at Contractor's expense until a new policy of insurance is in effect.

RENEWAL OF INSURANCE

Contractor will provide Valley Water with a current Certificate of Insurance and endorsements within Thirty (30) business days from the expiration of insurance.

Contractor must instruct its insurance broker/agent to:

1. Submit all renewals of insurance certificates and required notices electronically in PDF format to:

valleywater@ebix.com

2. Provide the following information in the "Certificate Holder" box:

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118**

Contractor must, at its sole cost and expense, procure and maintain during the entire period of this Agreement the following insurance coverage(s).

REQUIRED COVERAGES

1. **Commercial General/Business Liability Insurance** with coverage as indicated:

\$500,000 per occurrence/**\$500,000** aggregate limits for bodily injury and property damage.

\$500,000 Products/Completed Operations aggregate (to be maintained for at least three (3) years following acceptance of the work by Valley Water.

General Liability insurance must:

- a. Be written on standard ISO forms, or inspected by Valley Water Risk Manager.
- b. Include coverage at least as broad as found in standard ISO form CG 0001.
- c. Include Premises and Operations.
- d. Include Contractual Liability expressly including liability assumed under this Purchase Order.
- e. If Contractor will be working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, overpass, underpass, or crossway must be deleted, or a railroad protective policy in the above amounts provided.
- f. Include Owners and Contractor's Protective liability.
- g. Include Severability of Interest.
- h. Include Explosion, Collapse and Underground Hazards, (X, C, and U).
- i. Include Broad Form Property Damage liability.
- j. Contain no restrictive exclusions (such as but not limited to CG 2153, CG 2144 or CG 2294).

Valley Water reserves the right to require certain restrictive exclusions be removed to ensure compliance with the above.

2. Business Auto Liability Insurance with coverage as indicated:

\$500,000 combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

Excess or Umbrella policies may be used to reach the above limits for the General Liability and/or Business Auto Liability insurance limits, however all such policies must contain a primacy clause (See Section 2, General Conditions) and meet all other General Conditions below.

3. Workers' Compensation and Employer's Liability Insurance

Statutory California Workers' Compensation coverage covering all work to be performed for Valley Water.

Employer Liability coverage for not less than \$1,000,000 per occurrence.

GENERAL REQUIREMENTS

With respect to all coverages noted above, the following additional requirements apply:

1. **Additional Insured Endorsement(s):** Contractor must provide an additional insured endorsement for Commercial General/Business Liability and Business Automobile liability coverage naming the **Santa Clara Valley Water District, its Directors, officers, employees, and agents, individually and collectively**, as additional insureds, and must provide coverage for acts, omissions, etc. arising out of the named insureds' activities and work. **NOTE:** This section does not apply to the Workers' Compensation.
2. **Primacy Clause:** Contractor will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that Contractor's insurance is primary with respect to any other insurance which may be carried by Valley Water, its Directors, its officers, agents and employees, and Valley Water's coverage must not be called upon to contribute or share in the loss. **NOTE:** This section does not apply to the Workers' Compensation policies.
3. **Cancellation Clause:** Contractor will provide endorsements for all policies stating that the policy will not be cancelled without 30 days prior notification to Valley Water.
4. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Valley Water's Risk Manager. Non-Admitted companies may be substituted on a very limited basis at the Risk Manager's sole discretion.
5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by Valley Water. At the option of Valley Water, either: the insurer must reduce or eliminate such deductibles or self-insured retentions as respects Valley Water, its officers, officials, employees and volunteers; or the Contractor must provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Contractor agrees that in the event of a claim they will pay down any agreed upon SIR in a prompt manner as soon as bills are incurred in order to trigger the insurance related to the SIR.
6. **Subcontractors:** The Contractor must secure and maintain or must be responsible for ensuring that all subcontractors performing the Contract Services secure and maintain all insurance coverages appropriate to their tier and scope of work in a form and from insurance companies reasonably acceptable to Valley Water.
7. **Amount of Liability Not Limited to Amount of Insurance:** The insurance procured by Contractor for the benefit of Valley Water must not be deemed to release or limit any liability of Contractor. Damages recoverable by Valley Water for any liability of Contractor must, in any event, not be limited by the amount of the required insurance coverage.
8. **Coverage to be Occurrence Based:** Except for Professional Liability, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Contractor agrees to waive subrogation against Valley Water to the extent any loss suffered by Contractor is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy described in **Required Coverages** above. Contractor agrees

to advise its broker/agent/insurer and agrees to provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that subrogation has been waived by its insurer.

- 10. Non-compliance:** Valley Water reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

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CHECKLIST OF DOCUMENTS NEEDED

General Liability:	A.	Limits (\$500,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
Auto Liability:			
Auto Liability:	A.	Limits (\$500,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
Umbrella:			
Umbrella:	A.	Limits (\$)	
	B.	Primacy (Endorsement or policy language)	
Workers' Comp:			
Workers' Comp:	A.	Limits (\$1,000,000)	
	B.	Waiver of Subrogation (Endorsement or policy language)	
	C.	Cancellation Endorsement	

Exhibit D, Joint Use Agreement GL/AL \$500K/WC_11.26.2024

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City of Gilroy

STAFF REPORT

Agenda Item Title: Award a contract to SVA Architects, Inc. for Architectural Design Services for Library Improvements and Renovation 25-RFP-PW-520, and Adopt a Resolution Amending the Fiscal Year 2025-26 Budget to Appropriate the Funds

Meeting Date: September 8, 2025
From: Brad Kilger, Interim City Administrator
Department: Public Works
Submitted by: John Doughty, Public Works Director
Prepared by: Ryan Osenton, Project Manager

STRATEGIC PLAN GOALS: Maintain and Improve City Infrastructure

RECOMMENDATION

City Staff is recommending that Council:

1. Award a contract to SVA Architects, Inc. in the amount of \$390,660 (\$385,660 base fee and \$5,000 in reimbursable expenses) for Architectural Design Services for the Library Improvements and Renovation Project;
2. Adopt a resolution to amend the Fiscal Year 2025-26 budget within the Gilroy Library Fund (405) to appropriate \$390,660; and
3. Authorize the Interim City Administrator to execute the agreement and all other related documents.

EXECUTIVE SUMMARY

The Library Improvements and Renovation Design Project will prepare design and construction documents to address necessary updates, renovations, and expansions at the Gilroy Library. This contract will provide full architectural services, including conceptual and schematic design, construction documents, plan check, bid-phase support, and limited construction administration. The total contract amount of \$390,660 will be funded by Fund 405 – Gilroy Community Library for the design phase and is an additional budgeted item in FY24-28 Capital Budget as Project Number 801000, as

approved by City Council on October 7th, 2024. Approval of this contract will enable the City to move forward with design and construction bid documents to facilitate potential construction in Summer 2026.

BACKGROUND

The Gilroy Library was constructed in 2012 using General Obligation Bond proceeds. Approximately \$5.8 million in unspent bond funds remain, which are restricted to improvements for real property. The Library is maintained by the City of Gilroy, while services and operations are managed by the Santa Clara County Library District (SCCLD).

In 2024, SCCLD initiated a Feasibility Study to evaluate building limitations and identify cost-effective improvements. Steinberg Hart was retained to conduct the study, which examined the feasibility of upgrades to specific areas and identified the improvements that could be funded utilizing the remaining bond proceeds. Following completion of the Feasibility Study, on October 7, 2024, the City Council approved the project and appropriated \$800,000 in FY25 for the architectural and design services. The project is funded by Fund 405 – Gilroy Library Fund.

The City of Gilroy is seeking to hire an Architectural Consultant Team to provide Professional Architectural Design Services to complete the design, produce construction documents, support the bid process, and provide limited construction administration for renovations to the Gilroy Library. Design work will focus on the following areas:

- Reviewing existing Building Management System for HVAC and interior/exterior lighting system, evaluate options, and make recommendations on replacement systems.
- Converting the upstairs study space into small and medium-sized meeting rooms.
- Combining the Teen Study Room and Teen Area into one space.
- Remodeling all service points to support more flexible technology.
- Converting the Computer Room into a flexible space with appropriate power and infrastructure.
- Extending the Children’s Room programming space.
- Combining the Coffee Nook, Friends of the Library area, and the downstairs Meeting Room into one community room.

ANALYSIS

The City issued Request for Proposals No. 25-RFP-PW-520 in June 2025 and received eight proposals. A review committee evaluated the proposals in accordance with the criteria listed in the RFP and unanimously recommended SVA Architects, Inc.

SVA’s proposal was selected based on its clear and comprehensive work plan, relevant experience with numerous library projects throughout California, and strong references. While cost was not a selection criteria, SVA’s proposal was the lowest priced at \$385,660 plus \$5,000 for reimbursable expenses.

Proposed Project Schedule:

- Task 1 – Conceptual Design – 4 weeks
- Task 2 – 30% Schematic Design – approximately 4-6 weeks
- Task 3 – 60% Design Development – approximately 12 weeks (including Holidays)
- Task 4 – 95% Construction Documents – approximately 9-12 weeks
- Task 5 – Plan Check & Project Approval – approximately 4 weeks
- Task 6 – Bidding Phase & Project Award – approximately 8 weeks
- Task 7 – Construction Administration – as needed

ALTERNATIVES

Council may choose not to award the agreement to SVA Architects and reject all proposals. This is not recommended, as the SVA proposal meets established criteria and is well within budget. Further, the action would necessitate initiating the procurement process resulting in delay of the project. It is also anticipated that restarting the process would be unlikely to yield different results without reducing the scope of work and may result in higher contract costs.

FISCAL IMPACT/FUNDING SOURCE

This capital project is identified as CIP Project 801000. This contract will be funded by the Gilroy Community Library (405) Fund, which holds the unspent bond proceeds, and the project is included in the updated FY24-28 CIP. The agreement with SVA Architects, Inc. is for an amount not to exceed \$385,660, with an additional \$5,000 for reimbursable expenses. The award of this contract was budgeted initially and anticipated to occur in FY25. Given that the City is now in the new fiscal year, FY26, the recommended action includes a budget amendment resolution to appropriate \$390,660 in FY26.

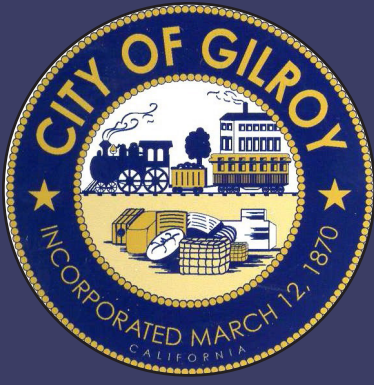
PUBLIC OUTREACH

NEXT STEPS

If approved by Council, staff will complete the contract with the selected vendor and commence design per the scope of work.

Attachments:

1. Library Improvements and Renovation Cost Proposal_SVA Architects
2. Library Improvements and Renovation Proposal_SVA Architects_LR
3. Library Improvements RFP 25-RFP-PW-520
4. Budget Amendment Resolution



CITY OF GILROY

Request For Proposals
**ARCHITECTURAL DESIGN SERVICES FOR
LIBRARY IMPROVEMENTS & RENOVATION**
NO. 25-RFP-PW-520



COST PROPOSAL

Submitted by:

SVA Architects, Inc.
7901 Stoneridge Dr, Suite 100
Pleasanton, CA 94588
T: 925.374.9884
www.sva-architects.com



5. Cost

COST PROPOSAL

Based on the RFP, the site tour, our project understanding, and our team’s experience with similar projects, our total proposed base fee is **Three Hundred Eighty-Five Thousand Six Hundred and Sixty Dollars (\$385,660.00)**. This fee assumes a four million dollars construction budget. This fee includes the services of SVA as the Architect, along with the key engineers and consultants as featured in our proposal: Structural, Mechanical/Plumbing, Electrical, and Cost Estimating. Exterior work such as civil engineering and landscape design are excluded at this time. Included below is a breakdown of fees by the key phases anticipated and each key team members’ participation; an allowance for reimbursable expense is also provided. SVA is open to discuss our fee approach to ensure that our fees are fair and competitive.

Proposed Scope of Work	SVA Architects	EDC	KPFF	Stone Creek Engineering	Fees
	Architectural & Interiors	MEP Engineering	Structural Engineering	Cost Estimating	
Conceptual Design	\$6,750	NA	NA	NA	\$6,750
Schematic Design (30%)	\$27,000	\$17,920	\$6,000	\$4,680	\$55,600
Design Development (60%)	\$56,250	\$13,440	\$12,500	\$6,300	\$88,490
Construction Documents (95%)	\$72,000	\$35,840	\$17,500	\$10,080	\$135,420
Plan Check	\$11,250	\$4,480	\$2,500	NA	\$18,230
Bid Phase Support	\$6,750	\$4,480	\$1,500	NA	\$12,730
Construction Administration	\$45,000	\$13,440	\$10,000	NA	\$68,440
Totals:	\$225,000	\$89,600	\$50,000	\$21,060	\$385,660
Reimbursable Expense Allowance:					\$5,000

SCHEDULE OF RATES

SVA ARCHITECTS, INC.

Architect

Partner/Principal	\$225
Sr. Project Architect/Manager	\$195
Senior Designer / Planner	\$195
Project Architect / Manager	\$175
Designer / Planner	\$175
Job Captain	\$155
Intermediate Designer	\$125
Junior Technical Designer	\$100
Clerical Staff	\$75

KPFF CONSULTING ENGINEERS

Structural Engineer

Principal	\$280
Associate	\$190
Project Engineer	\$150
Design Engineer	\$125
BIM Lead	\$190
BIM	\$165

EDESIGNC, INC.

MEP Engineers

Principal Electrical	\$255
Principal QA-QC	\$255
SR. Mechanical	\$233
SR. Plumbing	\$233
Project Manager	\$207
Low Voltage Design	\$195
BIM Manager	\$154

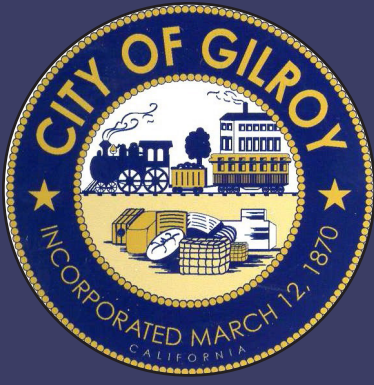
STONE CREEK ENGINEERING

Cost Estimator

Senior Estimator	\$175
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REIMBURSABLE EXPENSES

Reimbursement for any direct expenses will be at 1.10 times the actual expense. Reimbursable expenses will include, but not be limited to, computer plots, printing and reproduction, photo work, artist renderings (if requested by Client), overnight delivery, and messenger services.



CITY OF GILROY

Request For Proposals
**ARCHITECTURAL DESIGN SERVICES FOR
LIBRARY IMPROVEMENTS & RENOVATION**
NO. 25-RFP-PW-520



Submitted by:

SVA Architects, Inc.
7901 Stoneridge Dr, Suite 100
Pleasanton, CA 94588
T: 925.374.9884
www.sva-architects.com



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5.	Cost (Submitted Separately)	



San Juan Capistrano Library Renovation, San Juan Capistrano, CA

1. Title Page and Cover Letter

CITY OF GILROY
PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSALS FOR
ARCHITECTURAL DESIGN SERVICES FOR
LIBRARY IMPROVEMENTS AND RENOVATION
NO. 25-RFP-PW-520

Proposals Due by: 2:00 pm, Thursday, July 10, 2025

Submitted By:

SVA Architects, Inc.
7901 Stoneridge Dr, Suite 100
Pleasanton, CA 94588
T: 925.374.9884
www.sva-architects.com

SVA Architects, Inc.:



Authorized Individual:

Robert M. Simons, AIA
Partner & President
7901 Stoneridge Dr, Suite 100
Pleasanton, CA 94588
E: bsimons@sva-architects.com
T: 925.374.9884

Primary Contact:

Nathan Herrero, AIA
Principal & Vice President
7901 Stoneridge Dr, Suite 100
Pleasanton, CA 94588
E: nherrero@sva-architects.com
T: 925.374.9884

Subconsultants:

KPFF Consulting Engineers
Structural Engineer

45 Fremont Street, 28th Floor,
San Francisco, CA 94105
www.kpff.com
T: 415.268.1095

EDesignC Inc.
MEP Engineers

582 Market Street, Suite 400,
San Francisco, CA 94104
www.edesignc.com
T: 415.963.4303

Stone Creek Engineering, Inc.
Cost Estimator

1187 Vanderbilt Circle, Unit 6,
Manteca, CA 95337
www.stonecreekengineering.com
T: 408.489.8853

COVER LETTER

July 10, 2025

City of Gilroy
Public Works Department
7351 Rosanna Street, Gilroy, CA 95020-6197
Attn: Ryan Osenton, Project Manager

**RE: REQUEST FOR PROPOSALS FOR ARCHITECTURAL DESIGN SERVICES
FOR LIBRARY IMPROVEMENTS & RENOVATION
NO. 25-RFP-PW-520**

Dear Mr. Osenton,

SVA Architects, Inc. (SVA) is excited to submit our qualifications to the **City of Gilroy (City)** to provide professional Architectural Design Services to complete the design of Gilroy Library Improvements and Renovation. SVA will lead a skilled team and ensure that the project design and delivery for the library will meet and exceed your expectations. I, as your Principal-in-Charge, attended the mandatory site meeting on June 23, I have a good understanding of the scope and what is required to ensure a successful project.

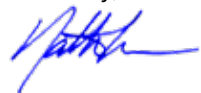
At SVA, our primary focus is public work and our proposed team members have been selected based on their expertise with libraries, track record with jurisdictional approvals, and overall civic project experience. For this project, SVA will lead the design efforts: **EDesignC** will provide MEP engineering services, **KPFF** will provide structural engineering for affected area, and **Stone Creek Engineering** will provide cost estimating. The City will benefit from our team that can also demonstrate the following expertise:

- **Public Sector Experience** — We have developed a diverse portfolio of work and collaborated with various civic clients, among which include a library expansion and modernization for the City of Cupertino, a new Public Safety Building for the City of Mountain View, and various on-call improvement projects for the County of Santa Clara and City of Milpitas.
- **Portfolio of Library Designs** — We thoughtfully design libraries to be social gathering places that offer better information access, educational opportunities, and public services. This is highlighted by our new libraries for City of Cupertino, County of Los Angeles and City of San Diego, as well as many recent library renovations and expansion for half a dozen of city and county clients.
- **Expertise with Library Renovations** — Among those library projects mentioned above, there are eight (8) major library renovation projects for Orange County Public Libraries (OCPL) where SVA is also serving as the architect to establish interior design standards County-wide. For libraries and most of our projects, SVA utilizes our in-house interiors team to creatively craft stimulating, effective, and sustainable spaces.
- **Commitment to On-Time Project Deliver** — We understand the project is targeting a Summer 2026 start of construction; SVA is a substantial architectural firm and we have the resources to complete this project within the anticipated time frame.

Utilizing a fully integrated approach, SVA will meet and exceed the goals of the City. We look forward to the opportunity to show our commitment to the City for these improvements. Please do not hesitate to reach out should you have any questions or require further information from SVA.

SVA has reviewed Addendum #1 and the associated documents, posted 7/2/25, and has followed the details therein.

Sincerely,



Nathan Herrero, AIA, LEED AP BD+C
Principal & Vice President
E: nherrero@sva-architects.com | C: 209.614.5395

SVA Architects, Inc.
7901 Stoneridge Dr, Suite 100
Pleasanton, CA 94588
T: 925.374.9884
www.sva-architects.com



2. Experience and Examples



FIRM HISTORY

SVA was founded in September 2003 by Mr. Robert Simons, AIA and Mr. Ernesto Vasquez, FAIA. As President and CEO, respectively, they have over 80 years of combined architectural experience and have utilized this expertise and skill to lead the SVA Team in designing a wide range of 21st century facilities. Since our founding, SVA has offered architectural planning and design services to civic clients throughout California and the western United States. With a long-held passion for community involvement and crafting functional environments, our team has an excellent track record with public works projects and our designs have been recognized with many design awards. The firm’s success lies in our well-demonstrated ability to achieve highly attractive, functional, and efficient architecture, while completing a wide variety of projects on time and on budget.

SVA’s design philosophy is defined by a three-step process: **Listen/Solve/Create**. We believe that the collective voice of the user is the principal driver of design, emphasizing context and function. We listen and work closely with our clients. Their challenges become our challenges. Their goals become our goals. By engaging the diverse user groups of each project, we can offer a more responsible and responsive solution. As part of this process, SVA places a high value on building consensus. It is important for us to collaborate with clients and their respective communities in a direct and engaging way. Our goal is to receive holistic feedback so that we can be sure we are understanding the breadth of needs, ideas, and objectives in our design. We take this feedback seriously and allow it to guide our design process.

Firm Name	SVA Architects, Inc.
Areas of Expertise	Architecture Planning Interiors Sustainable Design Landscape
Firm Size	70+ Employees
Office Locations	<ul style="list-style-type: none"> ■ Pleasanton, CA ■ Davis, CA ■ Santa Ana, CA ■ Del Mar, CA
Business Addresses	<p>Office to Serve: 7901 Stoneridge Dr, Suite 100 Pleasanton, CA 94588</p> <p>Headquarters: 6 Hutton Centre Drive, Suite 1150, Santa Ana, CA 92707</p>
Project Contact to Serve City	Nathan Herrero, AIA, Principal & Vice President (Pleasanton, CA) T: 925.374.9884

SUBCONSULTANT FIRM INFORMATION

Firm Name	KPFF Consulting Engineers
Areas of Expertise	Structural Civil Bridge Engineering Environmental Planning Transportation Engineering
Firm Size	1200+ Employees
Primary Office Location & Addresses	45 Fremont Street, 28th Fl., San Francisco, CA 94105
Project Manager to Serve City	David Rossi, S.E., Principal (San Francisco, CA) T: 415.268.1095

Firm Name	EDesignC Inc.
Areas of Expertise	Mechanical Electrical Plumbing Fire Alarm Systems Audio Visual Security Systems
Firm Size	50+ Employees
Primary Office Location & Addresses	582 Market St, San Francisco, CA 94104
Project Manager to Serve City	Rosanna Lerma, PE, LEED AP, Principal (San Francisco, CA) T: 415.963.4303 x100

Firm Name	Stone Creek Engineering
Areas of Expertise	Cost Estimating Program Management Construction Management Scheduling
Firm Size	1 Employee
Primary Office Location & Addresses	1187 Vanderbilt Circle, Unit 6, Manteca, CA 95337
Project Manager to Serve City	Jeffrey D. Threet, MS, PE, LEED AP, CPE, President (Manteca, CA) T: 408.489.8853

TRACK RECORD WITH GOVERNMENT MUNICIPALITIES, COUNTIES & DEPARTMENTS

SVA has a portfolio of civic work spanning over two decades, including designs for renovations and modernization of all scales, as well as new construction and expansions. Our civic clients trust us to deliver innovative designs to service the needs of their respective communities. SVA has a broad range of experience in the design and renovation of public facilities including many libraries, senior centers, and community centers. With a long-held passion for community involvement and crafting functional environments, our team has an excellent track record working on a long list of public works projects.

Key projects and additional examples of our relevant project experience for other municipalities are shown on the following pages.



EXPERTISE WITH LIBRARIES

SVA has gained extensive knowledge and experience with the special requirements and responsibilities that come with designing renovations and other improvements for libraries. Our team has worked on many projects similar to the one proposed for the City of Gilroy. Our team is on our 7th and 8th library modernization for Orange County Public Libraries (OCPL). Our experience for OCPL encompasses ADA compliancy, energy efficiency, infrastructure upgrades, technology enhancements, etc. which are very similar to the scope identified for the Gilroy Library. Our experience includes the Cupertino Library which was a modernization that required a new two-story 5,626 sq. ft addition that connects to the existing library structure. The SVA team was able to successfully expand this library while matching the overall aesthetics. Other relevant library projects include providing renovations to the Newhope Library and Delhi Community Center Library for the City of Santa Ana and a significant expansion for the City of Murrieta Library.

Our portfolio also contains a long list of other community-focused facilities including community centers, civic centers, educational centers, and wellness facilities for various government municipalities, counties and departments. Regardless of facility types, due to the constant changes in technology in our current society, our team members have always designed our projects with flexibility and modernity in mind. Our team is dedicated to delivering designs that meet the client's standards as well as respond to the continual advance and diversification of today's technological world.



THREE EXPERIENCE SUMMARIES OF SIMILAR WORK



Final Project Budget:
Varies; \$1M to \$5M (Each)

Project Duration:
2019 - Ongoing

Project Size:
8 Sites; Vary between
10,000 to 20,000 SF per
library.

Company Role:
Full A/E Services

Client:
Orange County Public
Libraries

Contact Person:
Mathew DeHart, Sr. PM
T: 714.667.4972
E: matthew.dehart@ocpw.
ocgov.com

Project Team/Roles:

- Robert M. Simons - PIC
- Doug Brown - Sr. PM
- Mel Tan - PA
- Robert Puleo - Interiors
- Judy Cheng - Coordinator

OC Public Libraries Various Renovations

Orange County, CA

Orange County Public Libraries selected SVA to design the interior standards for both the development of all planned interior renovations of existing County libraries and construction of all new public libraries. Orange County has begun a program of County-wide renovations with a dozen projects currently on the board.

Our team is currently working on the following six libraries to bring each of them up to today's standards with 21st century technology features; the renovations will provide each facility with a modern look and the design will be more responsive to emerging programs to serve all patrons, young and old.

Completed:

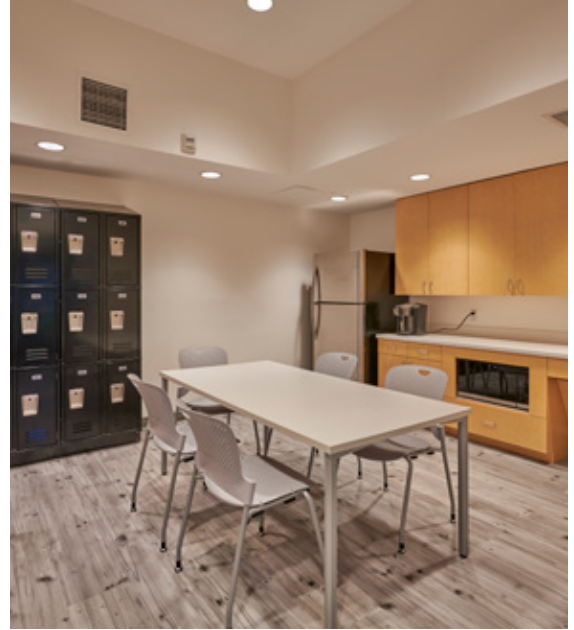
- Rancho Santa Margarita Library Remodel
- Cypress Library Remodel
- Westminster Library Remodel
- San Juan Capistrano Library
- Stanton Library

Ongoing:

- Dana Point Library
- Aliso Viejo Library
- Garden Grove Library

OC Public Libraries Various Projects & Remodels (Continued)

Orange County, CA





Final Project Budget:
\$7,000,000

Project Duration:
2020 - 2022

Project Size:
5,626 SF

Company Role:
Full A/E Services

Client:
City of Cupertino

Contact Person:
Susan Michael
Project Manager
T: 408.777.1328
E: susanm@cupertino.org

Project Team/Roles:

- Robert M. Simons - PIC
- Nathan Herrero - Sr. PM & Architect
- Chris Bradley - PA
- Robert Puleo - Interiors
- Judy Cheng - Coordinator

Cupertino Library Expansion & Modernization

Cupertino, CA

The Cupertino Library expansion involved the demolition of the existing single-story 1,175 sq. ft. Children's Book Area and replacing it with a new two-story 5,626 sq. ft addition that connects to the existing Library structure. A new multipurpose Program Room houses a presentation space with a minimum of 130 seats as well as additional spillover seating. Space flexibility was achieved with rooms that can be divided and used for multiple programs simultaneously. Also included are a kitchenette, gender-neutral restrooms on each floor, as well as janitorial closets and general storage rooms.

The architecture of this addition is punctuated by the glass storefront façade on both the outside and courtyard side elevation, creating a transparent jewel box, which entices and welcomes visitors to explore this new space. This transparency also allows for a visual link from within the courtyard to the Memorial Grove outside and reinforcing the idea of connection between building and place.



Murrieta Library Expansion & Modernization

Murrieta, CA

The population of Murrieta, and Riverside County is among the fastest growing in the nation, with the population of the City increasing by 16.7% since 2010. As the only library facility in Murrieta, The Murrieta Public Library, constructed in 2007, does not currently have the space and facilities to adequately meet the increased community needs that stem from the City's increased population.

To accommodate this increase in population and growing needs for the facility, SVA is working with the City of Murrieta to remodel and expand their Children's Library area for the Murrieta Public Library. The goal is to construct a Storytime area and connect it to and expand the adjacent Children's library section. The expansion will extend outwards to the current garden area – extending library capacity by at least 20%. The expansion also includes widening the area and alleviating much of the current space limitations and programming restrictions facing the library by adding collection shelving, flexible seating and equipment geared towards the needs of today's families.

Final Project Budget:
\$4,500,000

Project Duration:
2023 - 2025 (Est.)

Project Size:
7,700 SF

Company Role:
Full A/E Services

Client:
City of Murrieta

Contact Person:
Brian Crawford
Senior Program Manager
T: 951.461.6047
E: BCrawford@MurrietaCA.gov

Project Team/Roles:

- Robert M. Simons - PIC
- Doug Brown - Sr. PM
- Alejandro Parra - PD
- Robert Puleo - Interiors
- Judy Cheng - Coordinator

EXAMPLES OF RELEVANT PROJECTS FOR OTHER MUNICIPALITIES

City of Mountain View New Public Safety Headquarters, Mountain View, CA

As the City of Mountain View has grown, the City has dramatically outgrown its existing public safety building, home to its police department, emergency operations, and fire administration. SVA has been hired by the City of Mountain View to develop alternatives for the Public Safety Headquarters – an option that adds ~17,000 SF to its existing building along with modernization, as well as two options for an entirely new building of approximately 65,000 SF, one at the current site and another at a different City property nearby. The goal is to select the most viable option and proceed with full design and implementation.



City of Moorpark Civic Center Renovation, Moorpark, CA

To meet the growing needs of their community and staff, the City of Moorpark wanted to relocate to a new improved city hall facility to better meet the demands of the city. The city purchased a building and retained SVA to renovate it to meet their needs. Office space, meeting rooms, and other ancillary space were developed for the City's approximately 60 staff and elected officials. These improvements consisted of office space, meeting rooms, and other ancillary spaces for approximately 60 people. Additionally, the design provides a new 100-seat city council chamber with an audio-video room and an overflow room, a new central records vault, storage, new signage, and landscaping.



City of West Sacramento Police Department Tenant Improvements, Sacramento, CA

The work for this project consists of two phases. Phase one is a tenant improvement that will include a variety of tasks for the 23,000 sq. ft. facility, covering new flooring, interior paint, furniture and workstation replacement and reconfiguration in selected areas. The project's second phase will include a facility and space needs assessment and programming for long-term facility needs. SVA and our engineers are undertaking a series of investigations, evaluations, planning, and recommendations for the existing facility (550 Jefferson Blvd) and the adjacent annex facility (1025 Triangle Court) to provide a long-term road map to plan for future facility growth and improvements.



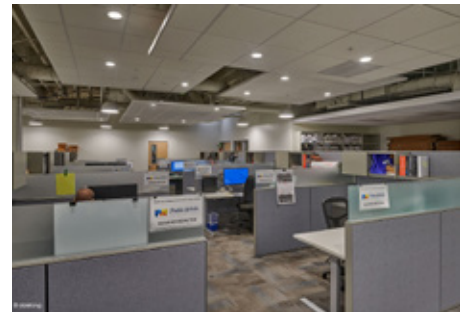
City of Livingston Rec Plex, Livingston, CA

SVA is working with the City of Livingston to renovate a 24,200 SF single story building into a recreation center. The project will feature basketball courts, multipurpose rooms, teen/senior facilities, administrative and support space, commercial kitchen facilities, and 305 SF to public works storage. Also included in the project will be dedicated parking, outdoor seating, restroom/shelter overhangs, permanent game tables, large playground, splash pad, ninja gym, and displays areas for public art.



County of Los Angeles One-Stop Development Center, La Puente, CA

The new One-Stop Development Center comprises of a new building that houses the Department of Public Works, Department of Regional Planning, and the Building & Safety Division. The one-story 7,500 sq. ft. building contains public queuing/waiting spaces interactive application workstations, and public restrooms. It also includes staff offices, open workstations, conference rooms, and a staff lunch area. The project places special emphasis on sustainability, incorporating rooftop photovoltaic panels, daylight orientation, electric vehicle charging stations, native landscaping, and irrigation.



Edward C. Little Water Recycling Facility Visitor's Center Renovation, El Segundo, CA

The driving design theme behind the renovation of the West Basin Municipal Water District's Edward C. Little Water Recycling Facility and Visitor Center ("ECLWRF") was Education. We created a Visitor Center that educates the general public on the Water District's dynamic and vital role in the water cycle. The newly designed visitor center features an enlarged and remodeled public lobby space and a newly constructed conferencing center where interpretative exhibits and multimedia presentations educate visitors.



Lucile Packard Foundation for Children’s Health Office Tenant Improvement, Palo Alto, CA

SVA was the architect for a design-build team with Splice/One WorkPlace to transform the offices of the Lucile Packard Foundation for Children’s Health. The existing layout was converted from a warren of small offices around the perimeter window wall to an open layout with 10 multi-function office/collaboration spaces, a larger kitchen and communal gathering area, and open workstations in a variety of configurations to accommodate staff’s preferences. Dynamic finishes and wall art that reflect the Foundation’s new brand identity were incorporated throughout, and two large meeting/event spaces were created to help host fundraising events and all-staff meetings.



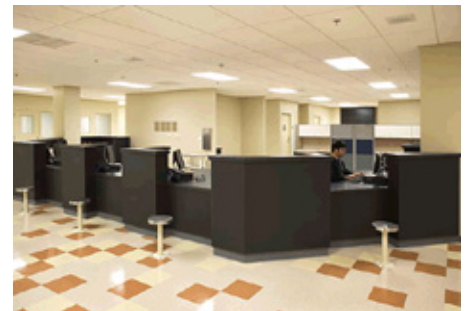
Inland Empire Health Plan Learning and Training Center, Rancho Cucamonga, CA

The project consists of 100,000 sq. ft. of office tenant improvements and 75,000 sq. ft. of exterior/landscaping renovations. The interior tenant improvements will consist of a center for learning and innovation, in addition to a wellness and workout room. IEHP’s objective is to provide a dedicated space for non-department specific company training and development such as leadership trainings, provider meetings, certification programs, orientations, community meetings, retreats, and college course classes.



Alameda County Juvenile Justice Center, San Leandro, CA

The Juvenile Justice Center houses pre-trial youth pending appearance in the new, on-site delinquency courthouse. In addition to this population, the detention facility also provides temporary placement for youth in foster care who are between placements. The Juvenile Courts component was planned to meet current and future court needs, with spaces large enough to meet anticipated future staffing levels. Security is emphasized and circulation patterns create clear separations of public, in-custody and staff areas. This facility also houses prosecutorial and defense staff working with juvenile delinquents and offers a waiting room for families visiting the court.



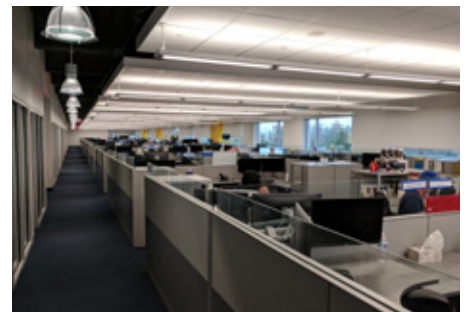
Fruitvale Village Phase I, Oakland, CA

In a bold effort to revitalize Fruitvale's central business district, this 10-acre mixed-use project brings to life an existing BART station by replacing the on-grade parking lot with a bustling commercial, retail, and entertainment paseo of community-related uses. Fruitvale's redevelopment plan included over 30,000 sq. ft. of retail/restaurant space, 60,000 sq. ft. of offices, a 40,000 sq. ft. health clinic, 12,000 sq. ft. community resource center, 5,000 sq. ft. library and 47 residential live/work units. The two buildings house retail stores on the first level, community facilities on the second level and innovative loft housing on the third level.



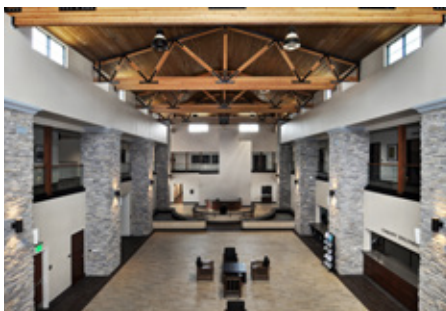
UCPath Center Tenant Improvements, Riverside, CA

Our team designed a LEED Gold Certified environment that efficiently and effectively arranges the spaces within the project so as to enhance communication between staff members and facilitate collaboration. The project design conforms to the existing building architecture and uses double-acting circulation paths to provide access to multiple functions simultaneously. Following our success with design for the ground floor, SVA was selected to provide design services for the tenant improvement of approximately 50,000 sq. ft. on the second floor.



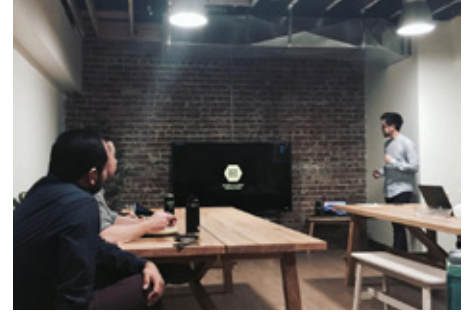
La Habra Civic Center Renovation, La Habra, CA

After outgrowing their old civic center, the City of La Habra partnered with SVA Architects and DLS Builders to convert an existing business complex into a spacious and modern 21st century civic center. The facility features ample space for La Habra's City Hall, along with all civic departments (administration, finance, community development, public works, and engineering), as well as a U.S. Post Office, new police department evidence storage, and a multi-use training/workshop space. A key design feature of this project is the transformation of an exterior courtyard into an enclosed, atrium-style lobby that fills the entrance with natural light and provides a central hub for all civic business.



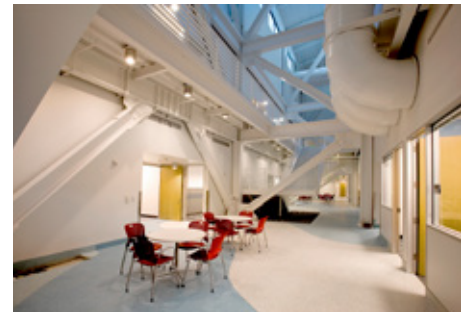
Greenlining Institute Tenant Improvements, Oakland, CA

SVA provided assessment, programming, budgeting, and renovation design services in Oakland, California to create The Greenlining Institutes' new headquarters and meeting facility. Originally, the building was a six-story historical bank built at the turn of the 20th century. The semi-abandoned structure was transformed into a flourishing, energy-efficient office that includes 7,500 sq. ft. of workspace and 8,000 sq. ft. of art and community meeting space. Our team worked with The Greenlining Institute, a public policy, research, and advocacy non-profit organization to craft a memorable environment that reflects the values and history of the company.



Port of Los Angeles Police Headquarters, San Pedro, CA

The 92,000 sq. ft. complex is three stories over below-grade parking with a separate two-story 37,000 sq. ft. parking structure, and provides comprehensive physical training facilities as well as administrative offices. The facility also reaches out to the surrounding residential community and features an outdoor civic plaza, as well as community rooms available for public use. In the event of an emergency, the Headquarters is a designated center for disaster relief. The project is LEED Gold Certified.



County of Los Angeles Quartz Hill Library, Quartz Hill, CA

This LEED Gold certified library takes inspiration from the warm desert environment in which it sits, promoting a campus-like environment at the intersection of community education and sustainability. The Library is a linear, one-story facility anchored by a metal canopy structure that runs north to south along the eastern façade. The simple organization of the design creates a harmonious balance between the central public gathering spaces (main lobby, customer service desk, community meeting room, and quiet study spaces). Eco-friendly features such as bioswales, drought-tolerant landscaping, and controlled interior lighting ensure that this facility will be sustainable throughout the years.



La Escuelita Education Center, Oakland, CA

This award-winning complex includes La Escuelita Elementary School, MetWest High School, a combined Child Development Center, District IT Center, KDOL the TV Station, and a Community Health Clinic. From its inception, SVA worked with the District to master plan this 5.6-acre complex, recording and utilizing all input from community members, faculty and staff, and other stakeholders. The project was designed to maximize energy efficiency and provide enhanced indoor environmental comfort for its occupants. It is the highest scoring CHPS Verified Leader School in California.



City of Riverside Arlanza Library, Riverside, CA

At the core of this 10,000 sq. ft. library is a public computer center of 80 stations that provides software and internet access to the city's residents. Surrounding this central hub is space for the library's educational support and homework literacy assistance services, as well as an extensive collection of books for children and young adults. The building's form facilitates access to essential technology and support services, with the high-ceiling and windows along the north façade providing indirect, glare-free lighting.



City of San Diego San Ysidro Library, San Ysidro, CA

The original San Ysidro Branch Library was built in 1924 and was only 4,089 sq. ft. It lacked meeting rooms, a computer lab and onsite parking proving to be outdated and inadequate for the San Ysidro community. The project involved the design and construction of a new single-story library of approximately 15,000 sq. ft. and the restoration of the existing designated historic home. The library building consists of Entry/Community Services, Computer Lab, Reader Service Area, Informal Reading/Special Feature Area, Reference Area, Multipurpose Room, Adult/Young Adult Area, Children's Area, and Staff Support Areas.



3. Key Staff

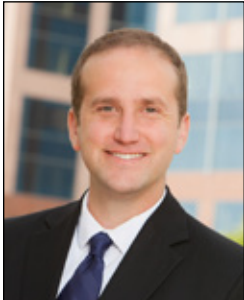
KEY SVA TEAM MEMBERS

The following SVA team members will serve as the key staff for this project. Each of our proposed team members have the availability and capacity to take on this assignment. While the firm has many projects, both kicking off and closing out, this workload will not overshadow our commitment to deliver quality and responsiveness to the City.



ROBERT M. SIMONS, AIA, Registered Architect: C-18301
Architect of Record

Mr. Simons has devoted his 40 year career to creating enduring, functional, and sustainable spaces. His vision for creating spaces that enhance quality of life has resulted in an array of innovative developments and award-winning projects. Mr. Simons has worked on many library renovations over the years including for the City of San Diego San Ysidro Library, County of Los Angeles Quartz Hill Library, and several improvements for various libraries for Orange County Public Libraries. He received his Bachelor of Architecture from California Polytechnic State University, San Luis Obispo.



NATHAN HERRERO, AIA, LEED AP BD+C, Registered Architect: C-33048
Principal-in-Charge | [Primary Contact & Individual to Oversee the Project](#)

Mr. Herrero brings a wide range of experience to the project team. His background in diverse project types and delivery methods makes him one of the firm's more versatile and valuable project architects/managers. He is highly knowledgeable of building code and accessibility compliance standards and has a stellar track record in obtaining jurisdictional approvals, project certification, and closeout for each assignment. Mr. Herrero's experience with libraries includes an expansion for the City of Cupertino Library and library improvements for Evergreen Valley HS Cougar Hall. He received his Bachelor of Architecture, with Honors, from Yale University.



CHRISTOPHER BRADLEY, AIA, CSI, CCCA, Registered Architect: C-29233
Senior Project Manager

Mr. Bradley joined SVA Architects in 2005, and since then, has become one of the firm's key project managers and architects. As Sr. Project Manager, his responsibilities include performing onsite studies, researching city planning and related code compliance. Chris is also responsible for our client relations in Northern California to ensure each project is proceeding on schedule and meeting our clients' expectations. He received his Masters of Philosophy from Biola University and his Bachelor of Architecture from California State Polytechnic University, Pomona.



ROBERT PULEO, ASSOC. IIDA
Director of Interiors

Mr. Puleo has over 30 years of professional experience in functional space planning, overall facility utilization and layout studies, interior design, and project management. He is especially accomplished in building requirements programming, existing facility evaluation studies, building renovation and relocation, floor area analysis, and space layout planning. Mr. Puleo has decades of experience with library improvements, including leading the interior renovation efforts for OC Public Libraries, which includes renovations to eight of their libraries. He received his Bachelor of Architecture from the University of Arizona.

ADDITIONAL SVA TEAM MEMBERS

Below are additional SVA project team members that will assist the key project team on the City’s assignment.



LONG NGUYEN, ARCHITECT, License: C-40051
Project Architect

Mr. Nguyen will be the Project Architect and will be responsible for supporting all aspects of project document development and coordinating with all project team members to maintain the quality of the work product within the established project schedule. With a broad range of experience spanning the educational, commercial, and residential sectors, he has developed a comprehensive understanding of the unique needs of each project. He received his Master of Architecture from Newschool of Architecture and Design.



APARNA CHACKO, NCIDQ, CID, LEED AP
Senior Interior Designer

Ms. Chacko has over 15 years of experience working on interior remodel and architecture projects of all kinds, including educational, workplace, hospitality and residential. She creates memorable and striking designs that reflect the character and values of our clients, as well as promoting healthy living environments to enrich the experience of all participants. Ms Chacko received her Bachelor of Architecture from the University of Madras.



MIKE SEMPLE, AIA, License: C-17967
Director of Quality Assurance & Quality Control

Mr. Semple will be in charge of Quality Assurance/Quality Control and will provide a fresh set of eyes to both architectural and engineering drawings. Mr. Semple has proven himself to be a versatile architect particularly knowledgeable in technical and design areas. He will define and manage the QA/QC procedures, manage risk analysis and resource planning. He received a Bachelor of Architecture from University of Southern California.



JUDY CHENG, MBA, LEED AP
Project Coordinator

Ms. Cheng is one of the Principals at SVA and will be the Project Coordinator assigned to this project. She has been involved with various public and institutional projects, including the firm’s current work for the City of Palmdale, Chimbole Cultural Center Renovation and Library Expansion. She received her Bachelor of Architecture from the University of Southern California and a Master’s in Business Administration from the University of California, Irvine.

“ I highly value SVA’s cooperativeness and responsiveness during the design and construction phase of this very challenging project. They have worked successfully with the Port staff and the project contractor to control costs, comply with schedules, and integrate a sustainable design into this project. ”

Mort Rowghani

Harbor Engineer/Chief Program Manager
Port of Los Angeles Police Headquarters

“ I have found SVA and their staff to be cooperative, responsive, and comprehensive in their work. I appreciate their ability to help guide the project’s programming and construction, providing solutions that have saved the District precious dollars without sacrificing quality. ”

Richard Gonzales

Project Manager
City of Riverside

“ It became apparent to me from our initial meetings that the SVA team was committed to taking our conceptual desires for this facility and translating them into a realistic, functional design... Overall, it was a pleasure to work alongside the SVA team and I am pleased to share the design has surpassed our expectations. ”

Robert Simmons

Emergency Management Administrator
City of Irvine

TEAM MEMBER RESUMES



TITLE

Partner & President

EDUCATION

Bachelor of Architecture,
California Polytechnic State
University, San Luis Obispo

REGISTERED ARCHITECT

C-18301

PROFESSIONAL AFFILIATIONS

American Institute of Architects

Coalition for Adequate School
Housing

Community College Facility
Coalition

California Parks and Recreation
Society

Society of College and
University Planners



ROBERT M. SIMONS, AIA

Architect of Record

Mr. Simons is the President of SVA and will serve as the Architect of Record for this project. Mr. Simons has devoted his 40-year career to creating enduring, functional, and sustainable spaces. He believes that exceptional planning and architecture sets the foundation to improve cities and neighborhoods. His vision for creating spaces that enhance quality of life has resulted in an array of innovative developments and award-winning projects.

- **County of Los Angeles Quartz Hill Library, Quartz Hill, CA,** The new library accommodates 39,000 books and media, 70 seats, 23 computer stations, a meeting space for 100, and the required administrative space. Project is LEED Gold certified.
- **City of Riverside Arlanza Library, Riverside, CA,** Arlanza Library responds to the community's need to access information and technology with a dynamic digital media program. At the core of this 10,000 square foot library is a public computer center, which provides internet and software access for the city's residents.
- **City of San Diego San Ysidro Library, San Ysidro, CA,** The project involves design and construction of a new single-story library of approximately 15,000 sq. ft. and the restoration of the existing designated historic home. The library building will consist of Entry/Community Services, Computer Lab, Reader Service Area, Informal Reading/Special Feature Area, Reference Area, Multipurpose Room, Adult/Young Adult Area, Children's Area, and Staff Support Areas.
- **City of La Habra Civic Center Renovation, La Habra, CA:** The project relocated the existing civic center to a business complex as it had outgrown its space over the years. The two-story office complex was fully converted to a new City Hall which houses administration, finance, community development, public works, and engineering, along with a Post Office and an art museum.
- **City of Cupertino Library Expansion, Cupertino, CA,** The Cupertino Library expansion involves the demolition of the existing single-story 1,175 sq. ft. Children's Book Area and replacing it with a new two-story 5,626 sq. ft addition that will connect to the existing Library structure.
- **City of Thousand Oaks Kavli Theatre Auditorium Renovation, Thousand Oaks, CA,** SVA renovated the interior of the 2,000-seat Fred Kavli Theatre. Improvements to the auditorium include accent wall and walkway/stair lighting conversion to energy efficient LEDs, painting, and replacement of carpet, wall treatments, seating, and disabled access lift.
- **OC Public Libraries Various Modernizations, Orange County, CA,** OC Public Libraries selected SVA to design the interior standards for both the development of all planned interior renovations of existing County libraries and construction of all new public libraries. Orange County has begun a program of County-wide renovations with a dozen projects currently on the board. Our team is currently working on six libraries to bring each of them up to today's standards.



NATHAN HERRERO, AIA, LEED AP BD+C

Principal-In-Charge

Mr. Herrero will be the Principal-In-Charge for this project and will have the responsibility to fully coordinate the work of our selected engineers and consultants. He has been with the firm for over 15 years and leads the Architectural & Engineering (A/E) team in completing design documents from the development phase through construction completion. He is highly knowledgeable of building code and accessibility compliance standards and has a stellar track record in obtaining jurisdictional approvals, project certification, and closeout for each assignment.

TITLE

Principal & Vice President

EDUCATION

Bachelor of Architecture, with Honors, Yale University

REGISTERED ARCHITECT

C-33048

PROFESSIONAL AFFILIATIONS

American Institute of Architects

San Francisco Planning & Urban Research

Urban Land Institute

United States Green Building Council

- **City of Cupertino Library Expansion, Cupertino, CA,** The Cupertino Library expansion involves the demolition of the existing single-story 1,175 sq. ft. Children’s Book Area and replacing it with a new two-story 5,626 sq. ft addition that connects to the existing library structure. A new multipurpose Program Room houses a presentation space with a minimum of 130 seats as well as additional spillover seating.
- **Evergreen Valley Cougar Hall Student Union (Includes Library), San Jose, CA,** The new student union supports dining areas, student activities, and presentations in an indoor/outdoor setting. The site’s unique proximities allow an inviting transition of unobstructed flow of indoor/ outdoor spaces providing a seamless experience to/from the student union, the learning center, food service, conference rooms and outdoor seating.
- **City of Mountain View Police and Fire Administrative Building, Mountain View, CA,** SVA is currently providing design services to the 44,000 sq. ft. building, potentially expanding it to 90,000 sq. ft. Three design alternatives and their cost estimates are being developed; the scope of these range from a remodel that includes seismic retrofitting to the construction of a brand new building and parking structure either on the existing site or another City-owned lot.
- **Lucile Packard Foundation for Children’s Health Office, Palo Alto, CA,** The existing layout was converted from a warren of small offices around the perimeter window wall to an open layout with 10 multi-function office/ collaboration spaces, a larger kitchen and communal gathering area, and open workstations in a variety of configurations to accommodate staff’s preferences.
- **Greenlining Institute Renovation, Oakland, CA,** SVA provided services to create the new headquarters and meeting facility. The building was a six-story historic bank built at the turn of the last century. Our team crafted a memorable environment that reflects the values and history of the organization.
- **City of Livingston Rec Plex, Livingston, CA,** SVA is renovating a 24,200 SF single story building into a recreation center. The project will feature basketball courts, multipurpose rooms, teen/senior facilities, administrative and support space, commercial kitchen facilities, and 305 SF to public works storage.





CHRISTOPHER BRADLEY, AIA, CSI, CCCA

Senior Project Manager

Mr. Bradley joined SVA Architects in 2005, and since then, has become one of the firm’s key project managers and architects. He has vast experience with a variety of public works and has a long history working on many civic projects. As Project Manager, his responsibilities include performing onsite studies, researching city planning and related code compliance. Mr. Bradley is also responsible for our client relations in Northern California to ensure each project is proceeding on schedule and meeting our clients’ expectations.

TITLE

Principal

EDUCATION

Master of Philosophy,
Biola University

Bachelor of Architecture,
California State Polytechnic
University, Pomona

REGISTERED ARCHITECT

C-29233

PROFESSIONAL AFFILIATIONS

American Institute of Architects

Coalition for Adequate School
Housing

Construction Specifications
Institute

Certified Construction Contract
Administrator



- **City of West Sacramento Police Department Tenant Improvement, West Sacramento, CA,** The police department requires a number of deferred maintenance improvements to several areas within the existing single-story 23,000 sq. ft. facility. The project will cover covering new flooring, interior paint, furniture and workstation replacement and reconfiguration in selected areas.
- **UC Davis PSEL Data Sciences & AI Center Modernization, Davis, CA,** To accommodate the growing demand for interdisciplinary data science and AI education, the basement and first floor of the Physical Sciences Engineering Library (PSEL) at UC Davis underwent extensive renovation. The existing partitions and finishes were removed, making way for a modern and flexible layout that fostered collaboration and accommodated the needs of various programs.
- **La Escuelita Education Center (Includes Library), Oakland, CA,** This award-winning complex includes La Escuelita Elementary School, MetWest High School, a combined Child Development Center, District IT Center, KDOL the TV Station, and a Community Health Clinic located on 5.6 acres. The project was designed to maximize energy efficiency and provide enhanced indoor environmental comfort for its occupants. It is the highest scoring CHPS Verified Leader School in California.
- **Lucile Packard Foundation for Children’s Health Office, Palo Alto, CA,** The existing layout was converted from a warren of small offices around the perimeter window wall to an open layout with 10 multi-function office/collaboration spaces, a larger kitchen and communal gathering area, and open workstations in a variety of configurations to accommodate staff’s preferences.
- **Bryte Culinary Arts CTE Lab & Garden Café, West Sacramento, CA,** Responding to a growing community need for qualified culinary workers, this project teaches high school students about the entire food cycle, from planting to preparing and serving to food waste management, all with the intent of creating career-ready graduates who can immediately work productively in one of the region’s most critically needed sectors.
- **City of Cupertino Library Expansion, Cupertino, CA,** The Cupertino Library expansion involves the demolition of the existing single-story 1,175 sq. ft. Children’s Book Area and replacing it with a new two-story 5,626 sq. ft addition that connects to the existing library structure. A new multipurpose Program Room houses a presentation space with a minimum of 130 seats as well as additional spillover seating.



ROBERT PULEO, ASSOC. IIDA

Director of Interiors

Mr. Puleo will provide his expertise with interiors for the City’s project. He has over 30 years of professional experience in functional space planning, overall facility utilization and layout studies, interior design, and project management. With his background ranging from civic projects to public facilities, he is accomplished in building requirements programming, existing facility evaluation studies, building renovation and relocation, floor area analysis, and space layout.

TITLE

Director of Interiors

EDUCATION

Bachelor of Architecture,
University of Arizona

PROFESSIONAL AFFILIATIONS

International Interior Design
Association



- **Westminster Library Renovation, Westminster, CA,** SVA transformed the outdated interiors of this 16,300 sq. ft. library. The library’s selected color palette was green, with solid painted walls and accented carpets. The lobby received a louvered skylight integrated into a linear wood ceiling, giving the entrance a more natural feel. All staff areas were completely renovated to create an efficient and effective workplace.
- **San Juan Capistrano Library Renovation, San Juan Capistrano, CA,** SVA renovated several portions of the Michael Graves library, while still retaining its hallmark Postmodern features. The Children’s and Teen’s library were removed via demolition to provide flexibility. A smaller meeting room was added for book clubs, and the interiors were updated to the new County standards.
- **Rancho Santa Margarita Library Renovation, Rancho Santa Margarita, CA,** Our team is currently working on the following four libraries to bring each of them up to today’s standards with 21st century technology features. The RSM branch received new painting, flooring, acoustical ceilings, a remodeled storage closet and a series of accessibility improvements to the restrooms, breakroom, community room kitchen, and parking.
- **Cypress Library Renovation, Cypress, CA,** Our team is currently working on the following four libraries to bring each of them up to today’s standards with 21st century technology features. The Cypress branch received new painting, flooring, acoustical ceilings, light fixture replacements, new window coverings, new HVAC, and a series of accessibility improvements to the restrooms, breakroom, and parking lots.
- **City of San Diego San Ysidro Library, San Ysidro, CA,** The new single-story library of approximately 15,000 sq. ft. provides a new home for this historic community landmark, originally built in 1924. The library building consists of Entry/Community Services, Computer Lab, Reader Service Area, Informal Reading/Special Feature Area, Reference Area, Multipurpose Room, Adult/Young Adult Area, Children’s Area, and Staff Support Areas.
- **City of Murrieta Library Expansion, Murrieta, CA,** SVA is working with the City of Murrieta to remodel and expand their Children’s Library area for the Murrieta Public Library. The goal is to construct a Storytime area and connect it to and expand the adjacent Children’s library section. The expansion also includes widening the area and alleviating much of the current space limitations and programing restrictions facing the library by adding collection shelving, flexible seating and equipment geared towards the needs of today’s families.

SUBCONSULTANTS



45 Fremont Street, 28th Floor,
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T: 415.268.1095
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KPFF Consulting Engineers

STRUCTURAL ENGINEERS

Founded in 1960, **KPFF** is one of the largest civil and structural engineering firms on the West Coast. We successfully leverage the resources of our firm while maintaining the personal contact we view as essential. Services performed include: new building design, seismic evaluations, general building evaluations, seismic retrofits, renovations, tenant improvements, equipment anchorage, peer review/plan checking, and value engineering studies.

David Rossi ^{SE} Licensed Eng. (S4127) — **Structural Engineer | KPFF Consulting Engineers**

Dave Rossi has over 30 years of structural engineering experience including project management, design, and analysis of both new and existing buildings and other structures. He excels in conceptual and detailed design, as well as field investigations to assess potential seismic hazards. Dave develops solutions by integrating the building’s structural demands with the functional and aesthetic requirements. He has experience in of a variety of project types including civic, commercial, higher education, and K-12.



582 Market Street, Suite 400,
San Francisco, CA 94104
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www.edesignc.com



EDesignC Inc.

MEP ENGINEERS

As an engineering design collaborative company, **EDesignC, Inc.** brings over 50 years of experience in the engineering and architecture industry. Specializing in energy, electrical and building system design — integrated with innovation and efficiency. Our team is dedicated to ensuring that our clients balance their project priorities with efficiency and environmental priorities. Our strengths lie in listening to the client requirements and finding effective and efficient solutions.

Bruce Douglas ^{PE} Licensed Eng. (M25957) — **Senior Mechanical Engineer | EDesignC Inc.**

Bruce has a 30-year, multi-faceted career in the areas of Energy Management, Community Building, Construction, Fabrication, and Project Management. His experience is in performing Energy Analysis, HVAC, Plumbing, Fire Protection designs and Commissioning, including Title 24 compliance. Retrofit, remodel, renovation/rehabilitation and new construction. Bruce brings a systems-thinking approach to optimizing the feasible level of sustainable design on projects, with thorough evaluation of potential technologies.



Rosanna Lerma ^{PE, LEED AP} Licensed Eng. (E15977) — **Electrical Engineer | EDesignC Inc.**

Rosanna has led the firm working with some of the Bay Area’s most leading public agencies and developers at the forefront of the Bay Area’s projects. Rosanna has built a resume and reputation of 30+ years of commitment to sustainability design and professional community involvement. She has been a contributor for many LEED projects and brings a vision to integrate efficiency with practicality and innovation. Rosanna’s leadership style cultivates a collective endeavor to produce high caliber design products.



1187 Vanderbilt Circle, Unit 6,
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Stone Creek Engineering, Inc.

COST ESTIMATOR

Stone Creek Engineering is a engineering firm in the western United States and at the forefront of current developments in the construction industry. We have worked on civic projects for over 20 years. With over 200 successful projects behind us, we are uniquely suited to provide the comprehensive estimating that is needed.



Jeffrey D. Threet ^{MS, PE, LEED AP, CPE} Licensed Eng. (C66114) — **Cost Estimator | Stone Creek Engineering**

Mr. Threet brings with him over 23 years of experience in construction and estimating. Over the years he has estimated over \$10B in construction work comprised of new construction, renovations, seismic upgrades, change order analysis, program budgeting, value engineering, claims analysis, and contractor negotiations. With an extensive knowledge base, Mr. Threet has a proven record and is known for his ability to work with clients to produce quality results.

DAVID ROSSI SE

Principal-in-Charge

Dave Rossi has over 30 years of structural engineering experience including project management, design, and analysis of both new and existing buildings and other structures. He excels in conceptual and detailed design, as well as field investigations to assess potential seismic hazards. Dave develops solutions by integrating the building's structural demands with the functional and aesthetic requirements. He has experience in steel, concrete, masonry and timber buildings of a variety of project types including civic, K-12, higher education, residential, and commercial. He joined KPFF in 1999.

selected relevant experience

- Sunnyvale Civic Center; Sunnyvale, California
 - City Hall
 - Emergency Operations Center
 - Public Safety Building Renovations
- Mountain View Public Safety Building; Mountain View, California*
- Livingston Recreation Center; Livingston, California*
- Humboldt County; Eureka, California
 - Detention Facility Repairs
 - Courthouse Repairs
 - Jail Repairs
- Eureka Veterans Building Seismic Retrofit; Eureka, California
- Garberville Veterans Building Assessment; Garberville, California
- West County Detention Facility Renovations; Richmond, California
- Redwood National Park Corporate Yard/Maintenance Facility; Crescent City, California
- Sequoia National Park Grant Grove Visitor Center and New Roof Canopy; Sequoia National Park, California
- EBMUD Task Order 2 Office and Fleet Maintenance Facility Improvements; Oakland, California
- EBMUD HVAC & Generator Upgrades; Oakland, California

**project with SVA Architects*



education

Master of Science, Structural Engineering,
University of California, Berkeley

Bachelor of Science, Civil Engineering,
University of California, Berkeley

licenses + certifications

Registered Structural Engineer: CA #S4127

Registered Civil Engineer: CA #C49653

affiliations + memberships

Structural Engineers Association of
Northern California



KEY STAFF RESUMES



BRUCE DOUGLAS, PE

SENIOR MECHANICAL ENGINEER

Bruce has a 30-year, multi-faceted career in the areas of Energy Management, Community Building, Construction, Fabrication, and Project Management. His experience is in performing Energy Analysis, HVAC, Plumbing, Fire Protection designs and Commissioning, including Title 24 compliance. Retrofit, remodel, renovation/rehabilitation and new construction.

Bruce excels at adapting to new social-technical situations and enjoys work that brings diverse people on-board with projects. He applies environmental vision to the work at hand with an eye to making things work by maximizing existing resources. Bruce has completed the year-long PG&E Pacific Energy Center Existing Building Commissioning (PEC EBCx) course, an intensive practicum on the commissioning process and tools. Bruce brings a systems-thinking approach to optimizing the feasible level of sustainable design on projects, with thorough evaluation of potential technologies.

BRUCE DOUGLAS, PE
CA Mechanical #M25957 30+ Years 11With firm
EDUCATION Bachelor of Science, Mechanical Engineering; University of Michigan
PROFESSIONAL AFFILIATIONS US Green Building Council, Corporate Member

REPRESENTATIVE EXPERIENCE

- Corte Madera Library HVAC Upgrade; Corte Madera
- Corte Madera Library, Restrooms and Path of Travel Upgrades
- John Swett High School Modernization and New Library Construction; Crockett
- Oakland Public MOVE Library, Mobile Library Electrical System
- City of Woodland Public Library, 745.5 Square One Makerspace; Woodland
- Yuba River Charter School, New Construction; Grass Valley
- Oakland USD Fremont High School Transformation, including Library Renovations; Oakland
- Palo alto Unified School District, Upgrades and Modernization, \$378 MM Strong Schools Bond
- Solano Community College District; HVAC Improvements & Upgrades Vacaville/Vallejo
- Oakland USD Central Kitchen, Instructional Farm, and Education Center; Oakland
- SFUSD Addressable Fire Alarm System Design, Multiple Schools
- Hunters Point East West, SFHA/MOH/RAD, San Francisco – Rehab, MEP
- SFUSD Addressable Fire Alarm System Design, Multiple School Sites

KEY STAFF RESUMES



ROSANNA LERMA, PE, LEED AP

PRINCIPAL + QUALITY CONTROL & ASSURANCE

Rosanna is the Founding Principal and has led the firm working with some of the Bay Area's leading public agencies and community developers. She has built a resume and reputation of 30+ years of commitment to sustainability design and professional community involvement, including her position as **Advisory Board member for the ALAMEDA COUNTY LIBRARY FOUNDATION**. She is a recipient of industry awards and is a distinguished speaker, with notable engagements, such as the "GETTING TO ZERO" Forum in New York in October 2021.

Rosanna founded EDesignC with a heartfelt commitment to community service and the forward movement of functional, service-oriented, and user-beneficial building systems. She has been a contributor for many LEED projects and brings a vision to integrate efficiency with practicality and innovation. Rosanna's leadership style cultivates a collective endeavor to produce high caliber design products. Quality Control and Quality Assurance is incorporated in every aspect of design, project management, and client satisfaction.

ROSANNA LERMA, PE, LEED AP

CA Electrical Engineer #E15977
35+ Years | 17 With Firm

EDUCATION

B.S. in Electrical Engineering,
University of the Pacific

REGISTRATION

California Electrical #E15977
NV #017252 | HI #13690-E

CERTIFICATIONS

US Green Building Council, LEED
Accredited Professional

PROFESSIONAL AFFILIATIONS

BAAQMD Advisory Council
2009-2010

IEEE: Power & Energy Society
various positions 2004 -
present

Oakland East Bay Section
various positions 1989-present

**Advisory Board member
ALAMEDA COUNTY LIBRARY
FOUNDATION**

REPRESENTATIVE EXPERIENCE

- Corte Madera Library, Path of Travel Upgrades & Restrooms ADA Compliance
- City of Woodland Public Library, 745.5 Square One Makerspace; Woodland
- Oakland Public MOVE Library, Mobile Library Electrical System
- Oakland USD Fremont High School, with Library Renovations; Oakland
- John Swett High School Modernization and New Library Construction; Crockett
- San Francisco Unified School District, Multiple Consecutive On-Call Contracts 2013-Present
- Oakland USD Fremont High School Transformation, including Library Renovations; Oakland
- Los Altos School District, Multiple District-Wide Projects 2010-2024
- Palo alto Unified School District, Multiple District-Wide Projects 2014-2024
- Yuba River Charter School, New Construction, with library; Grass Valley
- Downtown Oakland Senior Center Renovations and Upgrades; Oakland
- Curry Senior Center Renovations and Upgrades; Oakland
- Lincoln Recreation Center Renovation and Expansion; Oakland



Email address: jeff.threet@stonecreekengineering.com

Stanford University, Palo Alto, California

Master of Science: **Civil Engineering**
Construction Management/Structural Engineering
Graduation Date: June 2003

San Jose State University, San Jose, California

Bachelor of Science: **Civil Engineering**
Graduation Date: May 2002

Professional Registrations/Certifications:

Registered Professional Engineer – Civil 2003
LEED Accredited Professional – Legacy 2003
Certified Professional Estimator – ASPE 2012

I have 24 years of experience in the construction engineering and construction management industry. Over the years, I have estimated over \$11B in construction work comprised of new construction, renovations, seismic upgrades, change order analysis, program budgeting, value engineering, claims analysis, and contractor negotiations.

WORK EXPERIENCE

Chief Estimator, Stone Creek Engineering, Manteca, CA 11/2014 to Present

- Currently manage a small firm focused on professional excellence and customer service
- Estimated 600+ projects with a total value of over \$10B over 9 years
- Served the following markets: K-12 Education, Higher Education, Religious, Residential, Healthcare, Institutional, Detention, Municipal Facilities, Retail, Senior Housing, and Hospitality

Cost Manager, Vanir Construction Management, Inc., Sacramento, CA 4/2013 to 11/2014

- Estimated construction work for 35 correctional/justice facilities including detention, health care, and infrastructure projects totaling over \$1B
- Produced detailed cost reports for completed projects that included detailed unit cost breakdowns, schedule/delivery breakdowns, labor productivity, and change order reviews
- Researched and reported on the construction market conditions in various areas around the state including manpower analysis, material pricing, subcontractor availability, and project bidding periods to assist the State in establishing future project bid dates

Senior Estimator/Project Manager, CFW, Inc., Emeryville, CA 3/2011 to 4/2013

- Managed over \$400M in construction programs for 6 public school districts including planning, budgeting/estimating, scheduling, and implementation
- Managed all vendor/consultant/contractor contracts for the owner including all solicitations, bidding, reviews, recommendations, and billing
- Presented progress updates at monthly school board meetings including budget, schedule, construction impacts, sequencing, safety, and end user input
- Assisted in the development of master plans in 3 public school districts including full site assessments, community meetings, end user input, resource availability, and school board recommendations

Estimator, Blach Construction Company, Santa Clara, CA 6/2003 to 3/2011

- Estimated over \$2B in commercial construction work including schools, churches, performing arts centers, gyms, office buildings, universities, and non-profit organizations
- Led in house energy services group in the development of expertise in photovoltaic design, construction, operation, training, and finance
- Developed and implemented company-wide LEED training program

4. Scope and Approach

PROJECT UNDERSTANDING & APPROACH

The SVA Team attended the site walk and reviewed the RFP, the Scope of Work, along with the As-Builts and the Feasibility Study documents, we have a good understanding of the project conditions and we look forward to be the architect to collaborate closely with the City and project stakeholders to develop these required improvements to the Gilroy Library.

Our team will design an updated facility that becomes an inviting public space and provides opportunities for additional programs and services that will help improve literacy, advance learning, and support scholarly enterprise. SVA has extensive knowledge and experience with these types of assignments, along with a long history and portfolio of work with library improvement projects. Our proposed team fully understands the requirements and responsibilities that come with renovating libraries, as well as understanding the functions and operations so that minimal disruptions will take place during the overall course of this project.

SVA is dedicated to using a comprehensive project approach and management methods for all of our projects. These methods include user-driven design meetings, a robust QA/QC process that produces highly accurate design documents, and budget and schedule control that adheres to the clients' needs. In this way, we are able to incorporate feedback and creative design solutions from all team members—owner, architect, engineers, and consultants—to form a collaborative effort. Our approach involves a three-pronged platform with the owner as one entity, the architect and engineers as the second, and the contractors or builders as the third; the three parties act as the core group to manage the integrated project delivery process.

Throughout the course of the project, we will meet with the City and the Gilroy Library's Management. SVA will begin this assignment by engaging in a multi-disciplined approach towards analyzing the existing premises to better understand the nature of the project.

SERVICES TO BE PROVIDED & WORK PLAN

SVA has reviewed the Scope of Work and has created the following work plan below and on the following pages. For this project, SVA will provide a full suite of architectural services which will include full A/E design and interiors. Supporting us, we have brought on subconsultants to provide structural engineering, MEP engineering, and cost estimating services.

Throughout the course of the project, we will meet with the project team on a scheduled basis. SVA will provide meeting minutes and will update the City on the project progress. Our team will be available for a mix of in-person and virtual meetings pending on City's preference. SVA will coordinate with City-identified project team members to coordinate their activities with SVA design and documentation. We will begin this project by engaging in a multi-disciplined approach toward analyzing and designing the project. We will provide monthly schedule updates and will process monthly invoices.

Kick-Off Meeting/Investigate Existing Condition

We will conduct an initial kick-off meeting to better understand the intent and scope of the project, the personnel to be involved, the reporting criteria, and the schedule for the project. We will discuss any previous planning or programming documentation to gain a better understanding of the project history, the opportunities for development and any requirements for abatement and remediation.

Our team of dedicated architects and consultants will review any reports and assessments previously prepared concerning the as-built condition of the building and will confirm these findings through an on-site examination. We will provide the City with an analysis that documents our findings and our recommendations for the development of the project moving forward.

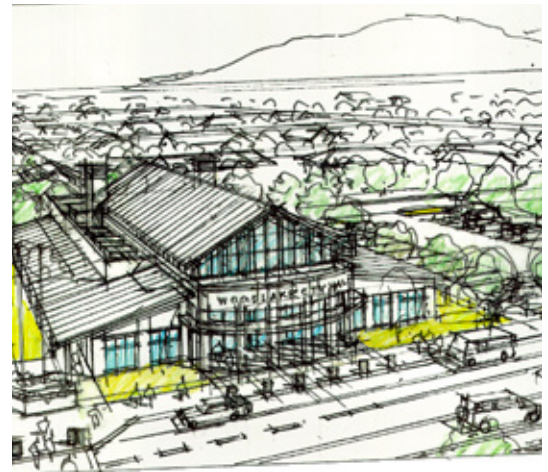


Conceptual Design

For this phase, SVA will employ a process wherein multiple conceptual designs are developed in coordination with the City and Gilroy Library's management. These design options will incorporate preliminary information and proposed development program, SVA will prepare conceptual planning alternatives for the subject area. These alternatives will explore the advantages and disadvantages of each option. The plans will be prepared as conceptual diagrams for the City to review and provide feedback; the goal is to select and obtain approval for a final conceptual design.

Our design concepts will be sure to incorporate the proposed scope of work listed within the RFP, which includes:

- a. Building Management System
- b. Extend Children's programming space
- c. Convert upstairs study space into Meeting Rooms
- d. Combine Teen Study Room and Teen Area into one Space
- e. Combine Coffee Nook, Friends of the Library, and downstairs Meeting Room into one Community Room
- f. Removal of Level 1 circulation desk
- g. Removal of Level 2 Reference Desk and overhead Canopy
- h. Converting Meeting Room into Flexible Space



Schematic Design (30%)

Schematic design studies will be developed based upon the results of the conceptual design phase. Schematic site and floor plans, interior elevations and building sections will be prepared. Our proposed scope currently excludes exterior work and focuses on the work identified in the RFP.

The schematic design documents will be evaluated for design efficiencies and meeting program requirements, as well as cost considerations. Reviews will be established with the project committee and with applicable governing agencies. A preliminary building code analysis will be reviewed at this time. A preliminary estimate of construction costs will be prepared. At the conclusion of the schematic design phase, a final design concept will be defined and approved. Completion of schematic design documents, sketches, studies, and analysis will occur.

Design Development (60%)

Design development drawings, outline specifications, and preliminary engineering calculations and analysis will be performed for the scope of work identified. Drawings will reflect architectural, interiors, structural (as needed), and MEP design components. Detailed development of project components will occur. Construction materials, methodologies, major products and materials, and required equipment will also be determined.

Design development concepts will be prepared and defined based upon function, security, permanency, quality, and cost. Any improvements to the mechanical, plumbing, and electrical system designs will be identified and reviewed. Structural design studies will be provided as necessary for the area affected.

An outline set of specifications and a preliminary draft of the final project manual will be created including bidding and contract requirements, general conditions, and all division one requirements. An updated estimate of construction costs will be provided.

SVA's interiors team will work with the City's selected furniture dealer to establish a detailed furniture package that will address shelving and ancillary computer and lounge furniture, as well as furnishings to support Library staff, if needed.

Construction Documents (95%)

Based upon the results of previous reviews, the final design of the project will be coordinated with the City and Gilroy Library's management. Design development documents will be revised and refined accordingly. The design team will prepare all final construction documents, drawings, and supporting calculations. All engineering systems design will be finalized and completed. A final interiors color and material presentation board will be prepared and submitted for review and approval. The design team will prepare and coordinate the construction contract contents of the project manual including the technical specifications, bidding package, general conditions, and division one requirements.

Updated estimates of construction costs will be prepared during this phase. The final construction documents, project manual, supporting calculations, and final cost estimate will be presented to the City for final review and approval. Construction documents will be submitted to the local jurisdictions for plan check and permit approval. The design team will make all necessary revisions and corrections consistent with all agency reviews and will obtain final approvals from all governing authorities in order to secure final plan check approval.

Bidding Phase

Contract documents and bidding requirements will be assembled and incorporated into the project manual. The design team will assist the project committee in the modification of certain parts as may be required by construction manager review pertaining to the instructions to bidders and agreements for construction. The design team will coordinate distribution to contractors, assistance with a construction pre-bid conference, and availability to answer bidder's questions during the bidding phase. Any necessary addenda will be prepared, and our design team will assist the City in evaluating all of the bids and the related bidder's qualifications. The design team will make recommendations to the project coordinator for award of the construction contract.

Construction Administration

Our design team will provide construction observation on a scheduled basis to observe the progress of construction, quality of work, and to determine if general compliance with drawings and specifications is being achieved. We will review and prepare meeting minutes, make recommendations, prepare and process field revisions and clarifications, construction changes authorizations, and any necessary change orders. The design team will review shop drawings, testing and inspection reports, and product / material samples submitted by the contractor. We will monitor the status of construction in order to review and process the contractor's application for payment on a monthly basis.

SVA will review and monitor the construction schedule as required. Specific attention will be given to major phases and events related to determination of overall critical path. Specific job site reviews will be conducted in order to determine the point of substantial and final completion. A detailed punch list will be created for each space, building component, or site element in a detailed manner by the design team and submitted to the contractor for correction and completion. At the time of final completion, the design team will conduct a final job site review.

Project Closeout

Once the contractor has declared the project to be substantially complete, SVA will confirm the declaration and attend the punch walk. At the punch walk, SVA will review the contractor's list of items to complete, correct, and add additional inventory items requiring further attention. At the point that the contractor determines that the punch list is complete, SVA will visit the project to verify completion and assist the owner with the process of officially declaring final completion.

PROPOSED SCHEDULE

Based on the information provided in the RFP and our previous experience with these types of projects, we generated the following preliminary schedule for the City’s review. A more detailed project schedule will be developed at the beginning of the project defining responsibilities for all team members and various project milestones will be established.

Proposed Task by Key Phases	Proposed Timeline	Phase Duration
Award of Contract	August 2025	-
Project Kick-Off <ul style="list-style-type: none"> ▪ Kick-off meeting with the City ▪ Meet with project committee and establish timeline and communication protocols 	Early/Mid-August 2025	1 Day
Conceptual Design <ul style="list-style-type: none"> ▪ Assess Existing Conditions ▪ Review Relevant Documents Developed to Date ▪ Develop Conceptual Design ▪ City’s Review 	August 16, 2025 to September 15, 2025	1 Month
Schematic Design (30%) <ul style="list-style-type: none"> ▪ Develop SD Drawings ▪ Develop SD-Level Cost Estimate ▪ City’s Review 	September 16, 2025 to October 31, 2025	1 ½ Months
Design Development (60%) <ul style="list-style-type: none"> ▪ Develop DD drawings/specifications ▪ Update Cost Estimate ▪ Conduct page-turn / review with the City 	November 1, 2025 to January 31, 2026	3 Months (Includes Holidays)
Construction Documents (95%) <ul style="list-style-type: none"> ▪ Develop CD drawings/specifications ▪ Update Cost Estimate ▪ Conduct page-turn / review with the City ▪ Prepare for Plan Check submission 	February 1, 2026 to April 30, 2026	3 Months
Plan Check & Project Approval <ul style="list-style-type: none"> ▪ Plan submittal, backcheck, and approval 	May 2026	1 Months (est.)
Bidding Phase & Project Award <ul style="list-style-type: none"> ▪ Bid phase support: Site walk, RFI’s, etc. ▪ Contract Award to GC 	June 2026 to July 2026	2 Months (est.)
Construction Administration <ul style="list-style-type: none"> ▪ Construction Meetings ▪ CA Support: Shop Drawings, RFIs, Change Orders ▪ Substantial Completion ▪ Closeout and Project Certification 	Starts End of July 2026	TBD



ARCHITECTS

WWW.SVA-ARCHITECTS.COM



City of Gilroy

Public Works Department

Request for Proposals for Architectural Design Services for Library Improvements and Renovation

No. 25-RFP-PW-520

ATTN: RYAN OSENTON,
PROJECT MANAGER
CITY OF GILROY
7351 ROSANNA STREET
GILROY, CA 95020-6197

Proposals Due by: 2:00 pm, Thursday, July 10, 2025



Request for Proposal No. 25-RFP-PW-520

Notice is hereby given that the City of Gilroy at 7351 Rosanna Street, Gilroy, CA 95020-6197 is soliciting proposals from qualified firms to complete the architectural and construction drawings for Gilroy Library Improvements and Renovation as described in **Request for Proposal No. 25-RFP-PW-520**. Submittals will be accepted up until 2:00 PM, Thursday, July 10, 2025. Proposals received after that time and date will not be considered. The City of Gilroy accepts no responsibility if delivery is made to another location other than the location specified above and/or delayed deliveries by your chosen carrier. An evaluation team will review submitted proposals and select the best qualified firm based on the evaluation criteria and selection process outlined in the RFP. The selected Consultant will then be recommended to the City Council for an agreement to complete the work.

A free electronic copy of the RFP can be obtained at <https://www.cityofgilroy.org/Bids.aspx>. All prospective parties should check the City's website for any addendums prior to the submission of proposals. **A MANDATORY PRE-BID JOB WALK will be held on Monday, June 23, 2025 at 11:00 AM** at the Gilroy Library, 350 W 6th St, Gilroy, CA, 95020.

Respectfully Requested,
Carina Baksa
Purchasing Coordinator

RFP No. 25-RFP-PW-520

Request for Proposals for Library Improvements and Renovation

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Introduction

The City of Gilroy (City) is seeking proposals from qualified firms (Consultants) to provide Professional Architectural Design Services to complete the design of Library Improvements and Renovation.

The City of Gilroy is a charter city located in southern Santa Clara County with a population of approximately 60,000. The City is a council-administrator form of government with the mayor elected at large for a four-year term and six City Councilmembers who are elected at large for four-year terms. Development activity in the original Gilroy town site dates back to the early 1800s, with the City formally incorporating in 1870. Since then, the City experienced several annexations and growth periods throughout the 20th and 21st centuries.

Information regarding the City and its organization, such as governmental structure, services provided, the Current Operating and Capital Budgets, Annual Financial Reports, and the most recent Comprehensive Fee Schedule, is available on the City website at www.cityofgilroy.org

Project Description

Remodeling specific sections of the Gilroy Library is the expectation of this project. The overall objectives for this project include:

1. Review existing Building Management System that is used to control HVAC and interior/exterior lighting system. Evaluate options and make recommendations on the new Building Management System.
2. Convert upstairs study space into small and medium-sized meeting rooms.
3. Combine Teen Study Room and Teen Area into one Space.
4. Remodel all service points throughout the library to support more flexible technology.
5. Convert Computer Room into Flexible Space including appropriate power and infrastructure.
6. Extending Children's Room Programming Space.
7. Combine Coffee Nook, Friends of the Library, and the downstairs Meeting Room into one Community Room.

The scope of work shall include concept alternatives, any necessary studies, construction plans and specifications, construction cost estimates, and construction assistance to review submittals and respond to RFI's.

There will be a mandatory pre-bid meeting (job walk) on Monday, June 23, 2025, at 11:00 AM where we will visit the Gilroy Library to review all locations. No other opportunities to visit the Gilroy Library will be accommodated.

Issuing Office

The Engineering Division of the Public Works Department is the Issuing Office for this Request for Proposal (RFP) and the point of contact for all process and contract questions as well as protests.

Issuing Office

Engineering

Ryan Osenton

7351 Rosanna Street

Gilroy, CA 95020

Ryan.Osenton@cityofgilroy.org

Anticipated RFP Schedule

The Engineering Division anticipates the following general timeline for this RFP and the schedule may change as necessary.

Issuance of RFP documents	June 9, 2025
Mandatory pre-bid onsite walkthrough	11:00 a.m., June 23, 2025
Deadline for RFP questions and comments	5:00 p.m., June 27, 2025
Addendum(s) available on website	5:00 p.m., July 2, 2025
Deadline for Proposal Submission	2:00 p.m., July 10, 2025
Notice of Intent to Award	July 17, 2025
Consultants to provide all required documents by:	August 1, 2025
Council Award Contract at regular City Council Meeting	August 18, 2025
Consultant to sign contract	August 19, 2025

Submission Date and Location

Each responding Consultant must provide one electronic copy of their proposal in PDF format to carina.baksa@cityofgilroy.org, with a copy to ryan.osenton@cityofgilroy.org. The e-mail shall be entitled with the Consultant's firm name and "Library Improvements and Renovation Proposal". The proposals must be received by the City issuing office via e-mail by the Deadline for Proposal Submission, as defined above.

Solicitation Documents and Changes (Addenda)

All solicitation documents may be viewed or printed online from the City's website at <https://www.cityofgilroy.org/Bids.aspx> or may be viewed onsite at the Issuing Office at the address listed above.

Proposals received from other sources will not be considered valid documents. Please contact the Issuing Office listed above with any problems viewing solicitation documents.

All questions regarding this solicitation shall be submitted in writing via e-mail. The questions will be researched and the answers will be communicated to all known interested Consultants and posted on the City's website after the deadline for receipt of questions.

Prospective Consultants shall not contact City officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. Any unauthorized contact may be considered undue pressure and cause for disqualification of the Consultant.

Consultants are responsible for checking the City's website for the issuance of any addenda prior to submitting a proposal. The Consultant is held responsible for all addenda/changes to the documents and may be considered non-responsive if their proposal does not reflect those addenda/changes.

Protests

Any complaints or perceived inequities related to this RFP shall be made in writing and directed to the Issuing Office at the address listed above and accordance with the City purchasing policy. This policy may be found on the City's website, located here:

<https://www.cityofgilroy.org/DocumentCenter/View/10774/Gilroy-Purchasing-Policy->

Rejection of Proposals

The City reserves the right to reject any and all proposals submitted. The City also reserves the right to waive or not waive any informalities or irregularities in proposal responses.

Partial Funding or Award

The City reserves the right to fund only a portion of the total funding identified in its sole discretion. The City may make a partial award of an amount it determines to be appropriate, based on the financial resources available and operational considerations.

Modification / Withdrawal

Unless otherwise specified, modification of the Proposal will not be permitted; however, a Consultant may withdraw his or her Proposal at any time prior to the scheduled closing time for receipt of Proposals; any Consultant may withdraw his or her Proposal, either personally or by written request to the Issuing Office. Withdrawal of Proposal shall not disqualify the Consultant from submitting another Proposal provided the time for receipt of Proposals has not expired.

Cancellation

The City reserves the right to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in the City's best interest. In no event shall the City have any liability for the cancellation of award.

Duration of Proposals

Proposals must remain valid for at least 120 days. Proposals must be signed by an official authorized to bind the Consultant.

Public Record

All proposals submitted are the property of the City and are public records. All documents received by the City are subject to public disclosure after the City selects a Consultant.

Incurring Costs

The City is not liable for any cost incurred by Consultants prior to execution of a contract.

Selection Process

The City reserves the right to select the Consultant based on the proposals or to conduct interviews with the highest qualified Consultant(s) following evaluation and scoring of the proposals, whichever is determined to best serve the needs of the City. The City reserves the right to seek clarifications on any or all proposals.

Scope of Work

This scope of work applies to the Gilroy Library, located at 350 W 6th Street, Gilroy, CA 95020. This project has a construction budget of approximately \$4M.

1. Proposed Scope of Work:

a. Building Management System

- Reference Attachment 1: Feasibility Study, Page 7.
- The current Building Management System is outdated and needs to be replaced.
- This system is used to control the HVAC, interior lighting, and exterior lighting systems through one control panel.
- Evaluate similar systems and make a recommendation for which system would cover all needs and include an expansion of the existing system to accommodate the new spaces.

b. Extend Children's programming space

- Reference Attachment 1: Feasibility Study, Page 5 for existing conditions and Page 9 for preferred changes.
- Location: Level 1
- Add double door to Children's Programming Space
- Evaluate option to replace one of the existing window frames with an entry/exit door.
- Create an alternate layout that expands the footprint and utilizes the outdoor space for pricing purposes.

c. Convert upstairs study space into Meeting Rooms

- Reference Attachment 1: Feasibility Study, Page 6 for existing conditions and Page 10 for preferred changes.
- Location: Level 2
- Convert the existing upstairs reading area into multiple, small and medium-sized meeting spaces with sound proofing.
- Rooms will require additional power and connection to HVAC system.

d. Combine Teen Study Room and Teen Area into one Space

- Reference Attachment 1: Feasibility Study, Page 6 for existing conditions and Page 10 for preferred changes.
- Location: Level 2
- Remove existing non-structural walls and expand the footprint of the room.
- Room requires additional power and connection to HVAC system.

- e. Combine Coffee Nook, Friends of the Library, and downstairs Meeting Room into one Community Room
 - Reference Attachment 1: Feasibility Study, Page 5 for existing conditions and Page 9 for preferred changes.
 - Location: Level 1
 - Evaluate option to replace one of the existing window frames with an entry/exit door.
 - Create new entry/exit from Lobby into space.
 - Add power and modify connections to HVAC system.
 - Create an alternate layout that expands the footprint and utilizes the outdoor space for pricing purposes.
 - f. Remove Level 1 circulation desk
 - Reference Attachment 1: Feasibility Study, Page 5 for existing conditions and Page 9 for preferred changes.
 - Location: Level 1
 - Replace flooring materials where each desk was located.
 - Add in floor power at Circulation Desk location for future moveable check-in kiosks.
 - g. Remove Level 2 Reference Desk and overhead Canopy
 - Reference Attachment 1: Feasibility Study, Page 6 for existing conditions and Page 10 for preferred changes.
 - Location: Level 2
 - Replace flooring materials where desk and support poles were located.
 - Add in/replace floor power for suture moveable desk
 - h. Convert Meeting Room into Flexible Space
 - Reference Attachment 1: Feasibility Study, Page 6 for existing conditions and Page 10 for preferred changes.
 - Location: Level 2
 - Remove existing finishes and update space.
 - Add floor power.
 - Add necessary HVAC and fans
2. Requirements
- a. The Architectural Consultant shall be a CA licensed architect experienced in public agency facilities such as libraries.
 - b. The Team may include an experienced licensed civil or structural engineer for the structural analysis work and a mechanical engineer for the MEP scope, as well as other licensed design professionals as required by State Law.
3. Services & Deliverables
- a. 100% Construction Documents in compliance with: 2022 California Building Code (CBC), 2022 California Mechanical Code (CMC), 2022 California Plumbing Code (CPC), 2022 California Electrical Code (CEC), 2022 California Fire Code (CFC), the 2022 California Energy Code, and the 2022 California Green Code, including milestone submittals at 30%, 60%, and 95%.
 - b. Renderings for presentation purposes.
 - c. Project Coordination & Project Management.
 - d. Review Submittals, RFI's, and limited Construction Support.

4. Schedule

- a. Architectural Consultant shall start work in August 2025.
- b. PS&E shall be complete by April 2026.
- c. The City shall review the construction documents at 30%, 60%, and 95% milestones.
- d. City will be provided up to 3 weeks to review each milestone submittal.
- e. City will solicit construction bids and hire a contractor in Summer 2026, and contractor shall start work in Summer 2026.

Proposal Contents

The Proposal package shall be organized to include the following sections. Each proposal shall have the sections identified below as separate sections in the proposal document. The contents for each section are listed below and must be presented in the same order. The Proposers shall be responsible for preparing an effective and clear proposal. Concise proposals without needless duplication are encouraged.

The proposal must contain at a minimum the following information:

1. Title Page and/or Cover Letter
 - a. Show the proposal title, the name of firm, address, telephone number(s), email address, name of primary contact person, the date, and other relevant company information.
 - b. Provide the name(s) of the person(s) authorized to make representations for your firm, their title(s), address, email address, and telephone number(s).
 - c. Include a list of and contact information for any proposed sub-consultants and the work they will perform.
2. Experience and Examples
 - a. Describe your firm's experience in the required areas of expertise, and its ability to provide the needed services for the City.
 - b. Include examples for which your firm has supplied the same or similar services for other municipalities.
 - c. Provide up to three experience summaries describing similar work and identifying client reference contact information.
3. Key Staff
 - a. Identify the designated project manager or primary contact and key supporting staff, along with their availability, parking analysis experience, and capacity to provide the requested services.
 - b. Clearly state the person(s) assigned to oversee the project and those who will be actively involved in executing the project.
 - c. Include resumes for each of the individuals and clearly identify any sub-Consultants.
4. Scope and Approach
 - a. State the services your firm is proposing to provide.
 - b. Describe the process and timeline that would be utilized to complete the project. At a minimum, all scope of work items listed in this RFP must be addressed.
5. Cost
 - a. In a **separate PDF file**, provide a fee computation broken down by the major tasks listed

in the scope of work in this RFP and for the project as a whole.

- b. Include the maximum fee not to be exceeded for the services to be rendered.
- c. Provide an hourly fee schedule for the personnel involved in the project.

Proposal Evaluation Criteria and Scoring

Proposal packages will be reviewed and scored, per the criteria listed below. Based on the number and quality of responses, Consultants may be asked to continue to the interview/presentation step in the process. Each package may receive a maximum of 100 points, as summarized below:

CRITERIA	POINTS
Firm experience and examples	20
Project Approach and Work Plan	30
Key project staff	25
Reference Check Scores	5
Completeness, accuracy and quality of the proposal	20
TOTAL	100

Agreement

The selected firm will be required to execute an Agreement for Professional Services (Agreement) for the project on the City’s form and is made part of this Request for Proposal as **Attachment 2**. All proposers are directed particularly to review all Indemnification, Hold Harmless and Insurance requirements set forth in this Agreement. Any requested changes to the City’s Agreement must be submitted with the proposal and will be evaluated as part of the proposal. Changes to the Agreement will be considered as part of the selection process and significant changes may influence the City’s selection. If the proposal does not include proposed changes to the contract, the City shall assume the Proposer accepts the contract as is and no changes will be allowed.

Documents and Questions

The RFP is available electronically as a free download at <https://www.cityofgilroy.org/Bids.aspx>. To receive updates, amendments, or other information regarding this RFP, Proposers must sign up on the City’s website. Proposers are solely responsible for determining if any addenda have been issued. Any questions regarding the RFP should be directed to:

Ryan Osenton
Project Manager
(408) 846-0277
Ryan.Osenton@cityofgilroy.org

Attachments

- Attachment 1:** Feasibility Study
- Attachment 2:** As-Built Plans
- Attachment 3:** Sample Agreement for Services

RESOLUTION NO. 2025-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF GILROY AMENDING THE BUDGET FOR
THE CITY OF GILROY FOR THE 2025-2026 FISCAL
YEAR**

WHEREAS, the City Administrator prepared and submitted to the City Council a budget for the City of Gilroy for Fiscal Years 2025-2026 and 2026-2027, and the City Council carefully examined, considered, and adopted the same on June 2, 2025; and

WHEREAS, City Staff has prepared and submitted to the City Council proposed amendments to the budget for Fiscal Year 2025-2026 (FY26) for the City of Gilroy in the staff report dated September 8, 2025, regarding the SVA Architects, Inc. for the Library Improvements Project.

NOW, THEREFORE, BE IT RESOLVED THAT the expenditure appropriations for Fiscal Year 2025-2026 in Fund 405 – Gilroy Library Fund shall be increased by \$390,660.

PASSED AND ADOPTED this 8th day of September 2025 by the following roll call vote:

AYES: **COUNCIL MEMBERS:**
NOES: **COUNCIL MEMBERS:**
ABSTAIN: **COUNCIL MEMBERS:**
ABSENT: **COUNCIL MEMBERS:**

APPROVED:

Greg Bozzo, Mayor

ATTEST:

Kim Mancera, City Clerk



City of Gilroy

STAFF REPORT

Agenda Item Title: Amend a contract with Dewberry Engineers, Inc. to add \$29,880 to the contract for the design of the Lions Creek Project, and Adopt a Resolution to Amend the Fiscal Year 2025-26 Budget to Appropriate the Additional Funds

Meeting Date: September 8, 2025
From: Brad Kilger, Interim City Administrator
Department: Public Works
Submitted by: John Doughty, Public Works Director
Prepared by: Shaun Wright, Engineer

STRATEGIC PLAN GOALS: Maintain and Improve City Infrastructure

RECOMMENDATION

1. Amend a contract with Dewberry Engineers, Inc. to add \$29,880.00 to the contract for a total amount not to exceed of \$219,532.26;
2. Adopt a resolution to amend the Fiscal Year 2025-26 Budget to appropriate the \$29,880.00 within the Transportation/Mobility Grants Fund (\$14,700.85) and the Gas Tax Fund (\$15,179.15); and
3. Authorize the City Administrator to execute the amendment and related documents.

EXECUTIVE SUMMARY

The Lions Creek Trail Project (Project) will improve pedestrian and bicycle connectivity in the City of Gilroy by constructing a Class I multi-use trail along Lions Creek between Tapestry Drive at Christopher High School and the existing paved trail at Kern Avenue. Dewberry Engineers, Inc. (Dewberry), having completed the previous 65% design of the trail, is uniquely qualified to finalize the design, secure permits, and prepare the necessary construction documents. Under the current contract, Dewberry will also be designing pedestrian improvements at Santa Teresa Boulevard and Day Road East. The construction of the pedestrian improvements (curb ramps and a crosswalk at the

Santa Teresa Boulevard/Day Road East intersection) will be funded with Highway Safety Improvement Program grant funds. The Dewberry contract is funded through two grants, each requiring a local match. Approval of this contract amendment will enable staff to move forward with finalizing the design of the project.

BACKGROUND

The Lions Creek Trail Project is a multi-use trail project aimed at enhancing connectivity and recreational opportunities within the City of Gilroy. The project will construct a Class I multi-use trail along Lions Creek from Tapestry Drive near Christopher High School to the existing paved trail at Kern Avenue.

In 2015 Drake Haglan and Associates (subsequently acquired by Dewberry) began the design of the Project (up to 65%). The Project was subsequently put on hold due to funding constraints.

In 2023 the City of Gilroy was awarded two grants for the Project (a Community Project Funding/Congressionally Directed Spending (CPF/CDS) grant in the amount of \$1,500,000 and a Recreational Trails Program (RTP) grant in the amount of \$200,000.) The awarded grant funds allowed staff to resume the Project.

In February 2025 the City was awarded \$785,375 in Highway Safety Improvement Program (HSIP) grant funds for guardrail and pedestrian/bicycle crossing improvements at the Santa Teresa Boulevard/Day Road East intersection. The HSIP grant will be used to fund the construction of these improvements. Since the guardrail and pedestrian/bicycle improvements at the intersection will provide access between the two segments of the Lions Creek Trail, the design of these improvements will be completed under the current contract with Dewberry.

In April 2025 Council awarded a contract to Dewberry in the amount of \$189,652.26 to complete the design of the Project. As the consultant prepared original 65-percent design documents, Dewberry was chosen as a uniquely qualified firm to complete the final design.

ANALYSIS

Following execution of the contract, Dewberry resumed the design of the Project in May 2025. During design, the design team found that Santa Clara Valley Water District (Valley Water) had constructed additional improvements in the Project area near Lions Creek in their intervening years. Project design and Valley Water approvals, necessitate an update of the prior topographic survey.

Staff requested that Dewberry provide a scope and fee for the additional work. Staff reviewed Dewberry's proposed scope and fee (in the amount of \$29,880) and found it to be reasonable. This additional scope and fee require an amendment to add \$29,880 to

Dewberry's contract.

This work will ensure an accurate base map and will allow the Project team to complete the design and obtain the necessary permits from Valley Water.

Grant and Gas Tax Funds are available to cover the additional cost of the updated topographic survey.

ALTERNATIVES

Council may choose not to amend the agreement with Dewberry. This alternative is not recommended as it is in the public's interest to complete design and initiate construction. It is particularly important to preserve grant funds.

FISCAL IMPACT/FUNDING SOURCE

Funding for the contract amendment is currently within the Project funds previously allocated. The contract amendment will utilize existing grant funds and local funds from Gas Tax (Fund 205). No General Fund dollars are to be used. Funding for the amendment to add \$29,880 to the contract is summarized below.

Dewberry Original Agreement (Total Cost)		Dewberry Amendment #1 (Updated Topographic Survey)		Dewberry Amended Agreement (Total Cost)	
Federal Grant (Fund 215)	\$167,899.15	Federal Grant (Fund 215)	\$14,700.85	Federal Grant (Fund 215)	\$182,600.00
Gas Tax (Fund 205)	\$21,753.11	Gas Tax (Fund 205)	\$15,179.15	Gas Tax (Fund 205)	\$36,932.26
	\$189,652.26		\$29,880.00		\$219,532.26

PUBLIC OUTREACH

NEXT STEPS

If approved by Council, staff will execute the contract amendment and complete the design of the Project.

Attachments:

1. Budget Amendment Resolution - Dewberry Lions Creek Amendment - September 2025

RESOLUTION NO. 2025-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF GILROY AMENDING THE BUDGET FOR
THE CITY OF GILROY FOR THE 2025-2026 FISCAL
YEAR**

WHEREAS, the City Administrator prepared and submitted to the City Council a budget for the City of Gilroy for Fiscal Years 2025-2026 and 2026-2027, and the City Council carefully examined, considered, and adopted the same on June 2, 2025; and

WHEREAS, City Staff has prepared and submitted to the City Council proposed amendments to the budget for Fiscal Year 2025-2026 (FY26) for the City of Gilroy in the staff report dated September 9, 2025, regarding the Dewberry Engineers Inc. contract amendment for the Lions Creek Project.

NOW, THEREFORE, BE IT RESOLVED THAT the expenditure appropriations for Fiscal Year 2025-2026 in Fund 215 – Transportation/Mobility Grants Fund shall be increased by \$14,700.85, and in Fund 205 – Gas Tax Fund shall be increased by \$15,179.15.

PASSED AND ADOPTED this 8th day of September 2025 by the following roll call vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

APPROVED:

Greg Bozzo, Mayor

ATTEST:

Kim Mancera, City Clerk



City of Gilroy

STAFF REPORT

Agenda Item Title: Authorize the City Administrator to Enter into an Eight-Year Master Services and Purchasing Agreement with Axon Enterprises, Inc., to Purchase the Axon Records Draft One Report Writing Software for \$499,233

Meeting Date: September 8, 2025
From: Brad Kilger, Interim City Administrator
Department: Police
Submitted by: Ken Binder, Interim Police Chief
Prepared by: Brian Dutton

STRATEGIC PLAN GOALS: Ensure Neighborhood Equity from City Services

RECOMMENDATION

1. Authorize the City Administrator to enter into an eight-year master services and purchasing agreement with Axon Enterprises Inc. for \$499,233 to purchase the Axon records draft one report writing software; and
2. Authorize the City Administrator to execute the master services and purchasing agreement and related purchasing documents.

EXECUTIVE SUMMARY

As service demands increase, the Department is looking for options to drive efficiencies within our current staffing model/levels to increase employee productivity. In the last two years, the Department transitioned to Axon camera and evidence storage solutions, which has streamlined the collection, recall and storage of evidence to include the cataloging of interactions utilizing body-worn cameras. This has reduced the amount of staff time needed to collect and process evidence such as photographs, videos, and documents.

With the advent of body-worn camera usage, officers need to review, summarize, and potentially transcribe body-worn camera video to ensure their report accurately reflects

the recorded interaction, creating a bottleneck in the amount of time needed for report writing.

Axon recently developed a report generation system which utilizes artificial intelligence to interpret an officer's body-worn camera video and audio and assist in generating a police report. The Department recently tested the service in-field and received a positive response from personnel as a means of generating a draft report to then edit for grammar and content.

BACKGROUND

The Department adopted Axon's body-worn camera system along with Axon's digital evidence collection database, Evidence.com, approximately two years ago. In addition to meeting the Council's goal of increasing trust with the community through faster resolution of complaints and lawsuits, the system has streamlined our evidence collection processes for digitally stored evidence, such as body-worn camera footage, photographs, video, and documents. As such, Police Department personnel are able to collect and submit evidence digitally in the field, thus reducing the amount of time spent physically preparing evidence and reducing paperwork. The digital preparation and storage of evidence reduces the number of steps needed to properly prepare and store evidence, while reducing the potential for errors and staff time in its preparation.

This is a benefit to officers in the field, as well as time spent by support staff who process and prepare both reports and evidence for submission to the District Attorney's Office or the Courts.

As such, the Department has utilized this technology to create workflows that can increase the amount of time officers are available to meet other service demands or proactively patrol the city. As service demands continue to increase, the Department constantly looks for options to improve productivity with our current staffing levels, with the goal of increasing officers' time to proactively patrol the city.

The utilization of body-worn cameras has benefited the Department in helping to reduce the potential liability and time needed to mitigate complaints while driving employee efficiencies, such as capturing a video record of an entire investigation. However, body-worn camera usage often requires officers to review, summarize, and potentially transcribe body-worn camera video to ensure their report accurately reflects the recorded interaction (even for the most basic or routine criminal investigation). This can create a bottleneck in the amount of time needed for video review and report writing as officers need to ensure what they write is consistent with what was captured on video, reducing officers' time to patrol the city.

Axon recently developed a report generation system, Draft One, which utilizes artificial intelligence (AI) to interpret an officer's body-worn camera video and assist in generating a draft police report. By utilizing Draft One, Department personnel will be able to quickly generate a draft report, edit it for grammar, content, and pertinent details

(as they are responsible for ensuring their reports are complete and accurate), and finish the report faster than needing to start a new report while reviewing video. This reduces the time spent on report writing to address service demands or to help the Department meet its goals for proactive policing. The Department recently tested the service and received a positive response from personnel as a means of assisting in an efficient report writing process, thus freeing them for better public safety services.

ANALYSIS

Artificial Intelligence (AI) has gone from a novel technology to being rapidly integrated in the workplace to assist employers and employees with increased productivity. While some industries struggle with this integration, law enforcement is quickly adopting the technology to increase productivity while collecting voluminous amounts of data with technologies such as Automated License Plate Readers (ALPR), body-worn camera data, or data collected from specific investigations (i.e., forensic data collection).

Agencies have found that AI can aggregate and parse this into useable data much faster and with less payroll hours than prior to AI adoption.

As AI is a new technology that is designed to continuously improve its “intelligence” over time, the most common applications (ChatGPT, Grok, Claude, Gemini et al) all use a large language model (LLM) that is open sourced. As LLM’s gather more data the model continues to learn and improve its responses through pattern recognition, which means it could retrieve specific information from training data even though the data is not saved (like a traditional database). This means there is the potential that sensitive data is being uploaded to an LLM that could be accessed sometime in the future. There are potential security concerns for law enforcement in using an AI application that is open sourced and is not within a closed system. And since the technology is so new, it is not clear if closed enterprise services on open source LLM’s are free from security concerns (such as discovery in copyright lawsuits).

Since the Department records sensitive video on a daily basis, it needs to find an AI solution to continue to improve employee productivity while maintaining data security. In addition, the AI integration needs to be convenient and easy to use. With that, it makes sense to work within the Axon universe of products for an AI product to assist with summarizing video contacts, and generate a draft report based upon that summary.

Officers now record the majority of their interactions with citizens throughout their working day. Depending upon the contact, officers may need to review and summarize the contact to ensure the statement provided during the contact is documented properly to avoid any misrepresentations. This can be time consuming, needing to start and stop video several times while capturing the detail of the incident.

Axon’s AI solution, Draft One, is a secure solution that is integrated into Axon’s camera technology and is easy to use. For example, if an officer records a contact they can use Draft One to generate a draft report by accessing the video through Evidence.com and clicking a button within the video. Draft One is also able to review and interpret other

sources of audio and video to generate draft reports or sections of a report. This could include witness or surveillance videos, audio interviews, or similar media. The AI in Draft One interprets both audio and video and generates a draft police report. The officer is required to review the report and the video and make the necessary corrections needed to ensure the report is an accurate summary and reflection of the incident.

To ensure reports are being thoroughly reviewed before being submitted for supervisor review, nonsense phrases such as “the quick brown fox jumps over the lazy dog” are inserted into the text. This is to alert the officer, but also to signal to reviewers if the text has been edited for accuracy. The Department can also implement a warning system (or prevent system usage for each user) if a certain percentage of words have not been edited prior to submission. The Department can also specify which incident types and level of crimes can be drafted with Draft One.

To ensure the Department is properly training our staff, and that each member is proficient in their job, the Department will only allow officers off probation (18 months) to use the system.

The Department recently beta tested Draft One using twenty-three officers as part of the program and received a positive response from the service using an auto-generated survey. The average rating provided by Department personnel for each report was a numerical score of 4.83 out of 5.0. The Department was able to generate approximately 370 draft reports, which officers estimated saved them approximately twenty-four minutes of report writing time per report. Officers said they were able to quickly generate and edit reports while reviewing video, especially for investigations that were more routine (i.e., auto burglaries, theft reports, etc.). This frees the officers for proactive policing or to focus on more in-depth investigations.

ALTERNATIVES

While the AI market is highly competitive and there are other vendors who can use AI to potentially interpret body-worn camera footage and generate draft police reports, Staff believes the Axon product is the best software for this service to increase employee productivity.

- Axon is an established company with a market capitalization of \$57 billion and is the market leader in software and camera technology for law enforcement. While there is always market risk, the likelihood of Axon ceasing operations mid-contract are highly unlikely. Law enforcement is also Axon’s primary end user and solutions are tailored specifically for the industry.
- Axon’s systems are an easy technology to learn and use and the company has been responsive to all administrative or operational issues that have arisen over the last two years.
- Draft One is incorporated within the Evidence.com system and can be used by officers immediately upon contract adoption with no integration issues and

minimal amounts of training.

- Draft One is secure. We currently store all evidence, ALPR, and body-worn camera data with Axon via cloud-based storage solutions. Like other Axon services that are cloud-based, Draft One meets the compliance standards under the FBI's Criminal Justice Information Services (CJIS) Security Policy, meeting current law enforcement database security standards.

It is staff's belief that there is no other service that can meet these needs.

FISCAL IMPACT/FUNDING SOURCE

On June 2, 2025, the City Council adopted the Fiscal Year 2026 and 2027 biennial budget, which includes the procurement of Axon Draft One, for \$62,000/year for each of the fiscal years. Staff are recommending a multi-year agreement to complement the Department's existing Axon service agreements for other solutions that have been procured and standardized. As such, an eight-year term is recommended for a total amount not to exceed \$499,233 over the term. Axon allows these fees to be spread over the life of the agreement, making implementation more affordable. Axon product costs rose 30% from 2022 to 2023; locking in long-term pricing is expected to generate cost savings over the life of the agreement of \$71,319.

PUBLIC OUTREACH

N/A

NEXT STEPS

N/A

Attachments:

1. Axon Draft One Quote



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-605197-45715.977KP

Issued: 02/27/2025

Quote Expiration: 06/30/2025

Estimated Contract Start Date: 07/01/2025

Account Number: 112140

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Gilroy Police Department - CA 7301 Hanna St Gilroy, CA 95020-6129 USA	Gilroy Police Department - CA 7301 Hanna St Gilroy CA 95020-6129 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Panasewicz Phone: +1 4803294734 Email: kpanasewicz@axon.com Fax: (480) 905-2071	Michael McMahon Phone: Email: mmcmahon@cityofgilroy.org Fax:

Quote Summary

Program Length	97 Months
TOTAL COST	\$499,232.76
ESTIMATED TOTAL W/ TAX	\$499,232.76

Discount Summary

Average Savings Per Year	\$8,823.01
TOTAL SAVINGS	\$71,319.30

Payment Summary

Date	Subtotal	Tax	Total
Jul 2025	\$62,404.06	\$0.00	\$62,404.06
Aug 2026	\$62,404.10	\$0.00	\$62,404.10
Aug 2027	\$62,404.10	\$0.00	\$62,404.10
Aug 2028	\$62,404.10	\$0.00	\$62,404.10
Aug 2029	\$62,404.10	\$0.00	\$62,404.10
Aug 2030	\$62,404.10	\$0.00	\$62,404.10
Aug 2031	\$62,404.10	\$0.00	\$62,404.10
Aug 2032	\$62,404.10	\$0.00	\$62,404.10
Total	\$499,232.76	\$0.00	\$499,232.76

Quote Unbundled Price:	\$570,552.06
Quote List Price:	\$570,552.06
Quote Subtotal:	\$499,232.76

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	78	97		\$75.41	\$65.98	\$499,232.76	\$0.00	\$499,232.76
Total							\$499,232.76	\$0.00	\$499,232.76

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	78	07/01/2025	07/31/2033

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	7301 Hanna St	Gilroy	CA	95020-6129	USA

Payment Details

Jul 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	78	\$62,404.06	\$0.00	\$62,404.06
Total				\$62,404.06	\$0.00	\$62,404.06

Aug 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	78	\$62,404.10	\$0.00	\$62,404.10
Total				\$62,404.10	\$0.00	\$62,404.10

Aug 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	78	\$62,404.10	\$0.00	\$62,404.10
Total				\$62,404.10	\$0.00	\$62,404.10

Aug 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	78	\$62,404.10	\$0.00	\$62,404.10
Total				\$62,404.10	\$0.00	\$62,404.10

Aug 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	78	\$62,404.10	\$0.00	\$62,404.10
Total				\$62,404.10	\$0.00	\$62,404.10

Aug 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	78	\$62,404.10	\$0.00	\$62,404.10
Total				\$62,404.10	\$0.00	\$62,404.10

Aug 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 7	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	78	\$62,404.10	\$0.00	\$62,404.10
Total				\$62,404.10	\$0.00	\$62,404.10

Aug 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 8	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	78	\$62,404.10	\$0.00	\$62,404.10
Total				\$62,404.10	\$0.00	\$62,404.10

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

2/27/2025





City of Gilroy

STAFF REPORT

Agenda Item Title: Issuance of an Exploratory Request for Proposals for Use of Opioid Settlement Funds

Meeting Date: September 8, 2025

From: Brad Kilger, Interim 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 authorize staff to issue an exploratory request for proposals for the use of opioid settlement funds.

EXECUTIVE SUMMARY

BACKGROUND

In response to the national lawsuits and bankruptcies surrounding the production and distribution of opioids, such as Fentanyl, for example, nationwide settlement and bankruptcy agreements were created as part of those processes, and cities and counties throughout the nation were able to sign on to the agreements to receive some of those funds. The City of Gilroy signed onto those agreements and now accepts payments from the administrators overseeing those settlements.

The individual payments are small, ranging from just a few thousand dollars to approximately \$42,000, the most significant amount, although these large amounts are rare. In the budget process, staff does not project payments from these agreements, as the amounts are not known in advance and can vary significantly regarding the amount and timing of the payments. The only expenditure against these funds was a purchase

of naloxone (also known as Narcan) for distribution to Police and Public Works staff in case they encounter someone in the public experiencing an overdose condition. Aside from that purchase, there has not been any additional use of these funds. The fund currently has \$237,352.12 in fund balance.

ANALYSIS

The use of settlement funds is required to meet conditions in the settlement agreements and is regulated by the State of California. There are several categories of uses, but many of the services described in them are not commonly present in Gilroy. Without specific programming and knowledge of the available vendors and programs in the area, staff is requesting Council approval to issue an exploratory request for proposals (RFP). An exploratory RFP is an open solicitation process for vendors who believe their services align with the intent of the funding being made available, without limiting proposals to a specific program or service. Opioid remediation and prevention is not a program offered by the City, and the City is neither equipped to create such a program nor know if it would be viable. The exploratory RFP helps resolve this by allowing service providers to propose programs for the use of these funds. The evaluation of proposals would first be vetted by City staff to ensure they meet the funding requirements. Those proposals that meet the requirements would then come before the Council for the Council to determine which awards are made.

Staff had received an inquiry and an unsolicited proposal from a local organization seeking to use the funds. However, the City's purchasing policy requires competitive procurement. The exploratory RFP will facilitate a fair and equitable process for receiving proposals from service providers interested in serving Gilroy residents using these funds.

ALTERNATIVES

1. Council may choose not to issue the exploratory RFP. This is not recommended as there are no specific programs identified to utilize these funds, and it may result in the continued accumulation of restricted funding.
2. Council may choose to divert the funds to the County, as some other cities have done. While a viable alternative, it is likely that the funds would be pooled with other opioid funds and be used chiefly for services in the urban core of Santa Clara County.

FISCAL IMPACT/FUNDING SOURCE

There is no fiscal impact for the issuance of the exploratory RFP. The fiscal impact would occur at the time of award, should a qualifying proposal be received and the Council choose to award a contract(s). The specific amount would be presented as part

of that item. The maximum award possible would be the current balance in the fund, \$237,352.12. Use of the funds will require a budget amendment, as no expenditures were appropriated during the budget process. There is no impact on the General Fund.

PUBLIC OUTREACH

This item was included on the publicly posted agenda for this meeting. If approved, the City would issue an exploratory RFP on the City's website and in the local newspaper.

NEXT STEPS

If approved, the City would issue an exploratory RFP, and return to Council with the results.

Attachments:

None



City of Gilroy

STAFF REPORT

Agenda Item Title: City Administrator Recruitment Process
Meeting Date: September 8, 2025
From: Brad Kilger, Interim City Administrator
Department: Administrative Services
Submitted by: Greg Bozzo, Mayor
Prepared by: LeeAnn McPhillips, Assistant City Administrator/HR Director

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

1. Review process for City Administrator recruitment.
2. Establish a City Council Sub-Committee for the City Administrator recruitment process.
3. Confirm that the salary information posted on the job flyer will be "Depending On Qualifications."

EXECUTIVE SUMMARY

The process to recruit and select a new City Administrator is underway. This is an important hiring process for the Council as the City Administrator is the Chief Executive Officer of the City, reports to the City Council, ensures that Council policies, goals and priorities are implemented, and oversees the work of all City departments. A Council subcommittee for this hiring process is recommended to facilitate certain steps of the process and keep things moving forward in a timely manner. The full Council will be engaged in many steps of the process to ensure the candidate selected will meet the needs of the Council and community.

BACKGROUND

With the retirement of the most recent City Administrator on July 31, 2025, a search for

a new City Administrator needs to be completed. An Interim City Administrator is in place on a temporary basis and the target goal is to fill the City Administrator position by January 2026.

Search Firm Proposals

Human Resources solicited proposals from search firms that specialize in the recruitment and placement of City Administrators/City Managers. Six proposals were received and evaluated. Two of the six firms had significant and recent experience placing City Administrators/City Managers in California. Staff shared the proposal information and two best qualified firms with the Council subcommittee members that worked on the Interim City Administrator hiring process (Mayor Bozzo, Council Member Cline, and Council Member Ramirez). Based on the review and feedback received, Ralph Andersen & Associates was identified as the firm to work on Gilroy's City Administrator search. Fred Wilson will serve as the Project Director for this search. Mr. Wilson has 35 years of experience, including 20 years serving as a City Manager in different communities. Mr. Wilson has worked on over 30 successful City Manager searches for other agencies. Mr. Wilson will be supported by a team of professional staff who will be assisting with the search process. Staff is working with the Ralph Andersen & Associates team to get an Agreement for Services in place so the search process can begin. The cost for the search will be \$29,000. Proposal pricing for the search ranged from \$25,000 to \$37,100.

Council Sub-Committee

While many steps of the hiring process will include all members of the Council, there are some administrative and process steps that can be expedited through the use of a Council subcommittee of three members. Mayor Bozzo, Council Member Cline, and Council Member Ramirez worked on the Interim City Administrator hiring process, which allowed some steps of the process to be expedited versus waiting for a scheduled Council meeting. In addition to the review of the search firm proposals, the subcommittee can review draft documents (to include the final recruitment brochure), pre-screen candidates (the full Council will review the recommended short list of approximately six candidates for interview with the full Council), answer questions from the search firm, and assist with salary and benefit negotiations. It is customary for the Mayor to serve as the lead of this subcommittee. The subcommittee's role is primarily administrative and to keep the process moving forward. The recommended short list of candidates will be reviewed in detail with the full Council prior to the interview process. Absent the screening interviews completed by the search firm, all interviews with candidates will be conducted by the full Council. Council should determine if they wish to have a subcommittee for the City Administrator hiring process. If so, will the existing subcommittee remain in place or will there be changes to who is serving on the subcommittee?

Community Outreach

Given that the City Administrator is the Chief Executive Officer of the City of Gilroy and will have a lot of community contact, it is important that the Council engage with the community to gain additional perspective on the profile, skills, and abilities of our next City Administrator. It is recommended that this be accomplished through direct personal contact with members of the community by all members of Council, followed by a sharing of that information with the full Council, so the community's input can be front of mind when evaluating applications and interviewing candidates.

As an example, input can be gathered from community members at a future Coffee with the Mayor. Feedback can also be obtained during various community interactions by all members of Council. Further ideas for community outreach can be shared by members of Council.

Search Work Plan and Timeline

The recruitment and selection process will take approximately 12–14 weeks to complete, from execution of the agreement to salary/benefit negotiations with the finalist. Working with the Council and subcommittee, the search firm process tasks include:

- Review of project management approach — contract, individual meetings with Council/subcommittee and key staff, timing, and communication methods.
- Develop a position profile — gather technical information, develop recruitment criteria, complete a community survey (if applicable), and finalize a recruitment brochure.
- Outreach and recruiting — outreach and advertising of position, candidate identification and contacts.
- Candidate evaluation — screening, preliminary research and review, and preliminary interviews.
- Search report — evaluation report regarding all candidates who applied for the position to include identification of recommended candidates.
- Council interview of finalists.
- Council selection of top candidate(s).
- Background check(s).
- Salary and benefits negotiations.
- Employment Agreement approval at a public meeting.

City Administrator Salary and Benefits

It is recommended that the salary for the City Administrator position be left open for negotiations to give the Council the ability to consider the best qualified candidates and not be limited by a historical or pre-established salary range. Given the needs, experience, and demands of Gilroy's City Administrator position, an experienced City Administrator is desired over a first-time City Administrator. Therefore, having flexibility in setting the salary will allow the Council the best opportunity to recruit and select the

best qualified person for this important position. At the end of the hiring process, the City Administrator's salary is set through a written Employment Agreement approved by the City Council in an open public meeting.

The current executive management benefits package will be included in the job brochure along with a statement that other benefits may be considered depending upon the qualifications of the selected candidate. Again, this wording will provide the Council with flexibility when in the salary and benefits negotiations phase of the hiring process.

ANALYSIS

N/A

ALTERNATIVES

N/A

FISCAL IMPACT/FUNDING SOURCE

The cost for search firm services for the City Administrator search is \$29,000. This is an all-inclusive fee that includes search services and expenses. The cost of this search will be covered by savings associated with the City Administrator position not being filled with a full-time employee receiving benefits over a five-to-six-month period.

PUBLIC OUTREACH

Public outreach regarding the City Administrator search can be accomplished as described above.

NEXT STEPS

Next steps for the City Administrator search process include:

- Finalize Agreement for Services with Ralph Andersen & Associates.
- Schedule an initial kick-off meeting with the search firm and Council subcommittee.
- Schedule individual meetings for Council with the search firm to develop the City Administrator profile.
- Council collection of community input to be considered when screening and interviewing candidates.
- Council subcommittee review of the draft job brochure prior to it being finalized and distributed for outreach and advertising.

Attachments:

None