



CITY COUNCIL REGULAR MEETING AGENDA

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

AMENDED AGENDA
Added Items 10.3, 11.1 and 11.2

5:00 CLOSED SESSION
6:00 REGULAR MEETING

MONDAY, SEPTEMBER 14, 2026 | 6:00 PM

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

Remote Participation

Gilroy City Council meetings are held in person. The community may attend in person or via Zoom (video/teleconference). The meetings are also live-streamed on the [City's website](#) and [YouTube](#).

Those wishing to participate in the meetings remotely may join using the following link: <https://bit.ly/GilroyCityCouncilMeetings>. Additionally, Zoom participants must be running the latest version or will be required to update to it before joining the meeting remotely.

Remote participation is also available by calling (669) 900-6833 and entering webinar ID: 930 2066 6240#. Dial *9 to raise your hand, and be called upon to speak for up to 3 minutes. Dial *6 to unmute.

Public Comment

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.

Public comment will be heard first from those attending in person, with the submission of a speaker card. Once that is complete, we will move to those on Zoom who have their virtual hand raised. Following public comment from Zoom, we will close the public comment period for that item.

Please note: Once the third speaker has provided comment on an item, there will be no further speaker cards or

MAYOR
Greg Bozzo

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

virtual raised hands taken for that item.

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.

Written comments will not be read aloud during the meeting. They will be provided to the City Council, included in the meeting record, and posted on the City's website as submitted. Communications sent to the City Council are public records and may be disclosed pursuant to the California Public Records Act and the Ralph M. Brown Act, unless exempt from disclosure under applicable law. Personal information, including email addresses, telephone numbers, home addresses, and other contact information, is not required to be included with your public comments. Please do not include any information that you do not want to be made public.



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:

Para acceder a la traducción durante la reunión, por favor escanee el código QR o haga clic en el enlace:

www.cityofgilroy.org/translate

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

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

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

1. **CLOSED SESSION - 5:00 PM**
 - 1.1. **Call to Order**
 - 1.2. **Roll Call**
 - 1.3. **Opportunity for Public Comment on Closed Session**
 - 1.4. **CONFERENCE WITH LABOR NEGOTIATORS - COLLECTIVE BARGAINING UNIT**
Pursuant to GC Section 54957.6 and GCC Section 17 A.11 (4)

Collective Bargaining Unit: Local 2805, IAFF Fire Unit Representing Gilroy Firefighters

City Negotiators: Matt Morley, City Administrator; Michael Horta, Human Resources Director/Risk Manager; LeeAnn McPhillips, Extra Help Special Assistant – Human Resources/Risk Management

Anticipated Issues(s) Under Negotiation: Wages, Hours, Benefits, Working Conditions; Memorandums of Understanding: City of Gilroy and Gilroy Firefighters Local 2805
 - 1.5. **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**
Significant Exposure to Litigation Pursuant to Paragraph (2) of Subdivision (d) and Paragraph (1) of Subdivision (e) of Government Code Section 54956.9, Gilroy Code Section 17A.11(3)(b). One case
 - 1.6. **PUBLIC APPOINTMENT / PUBLIC PERFORMANCE EVALUATION**
Government Code section 54957(b)(1); Gilroy City Code Section 17A.11(2)

Title: City Attorney

2. 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).

The agenda for this regular meeting is outlined as follows:

3. REGULAR MEETING - 6:00 PM

3.1. Call to Order

3.2. Roll Call

3.3. City Clerk's Report on Posting the Agenda

3.4. Pledge of Allegiance

3.5. Invocation

3.6. Orders of the Day

3.7. Employee Introductions

4. CEREMONIAL ITEMS - Proclamations and Awards

4.1. Childhood Cancer Awareness Month Proclamation

5. COUNCIL CORRESPONDENCE (Informational Only)

5.1. Recommendation from the Open Government Commission to Approve Proclamation Request and Activities for Open Government Week November 16-20, 2026

6. PRESENTATIONS TO THE COUNCIL

6.1. 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.

7. REPORTS OF COUNCIL MEMBERS

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

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

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

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

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

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

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

8. 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.

- 8.1. Approve the minutes of the August 8, 2026 Coffee with the Mayor and the August 17, 2026 City Council Regular Meeting**
- 8.2. Approval of the Fiscal Year 2026 Annual Evaluation Report for the Santa Clara County Multi-Jurisdictional Program For Public Information Associated with the Community Rating System of the National Flood Insurance Program**
- 8.3. Adoption of an Ordinance Amending Chapter 30, Article L of the Gilroy City Code Relating to Architectural and Site Review Permit Process and to Enhance Public Outreach**
- 8.4. Adopt a Resolution amending the FY2026-27 Capital Improvement Program Budget by appropriating an additional \$95,000 of Community Facilities District (CFD) funds to the Precast Concrete Fence Project, and approving an additional \$95,000 of contingency for the construction contract with Silicon Valley Paving, Inc. for the Project**
- 8.5. Release of Unclaimed Checks to the City's General Fund in Accordance with California Government Code Section 50053**
- 8.6. Claim of Kimberly San Filippo (The City Administrator recommends a "yes" vote under the Consent Calendar shall constitute denial of the claim)**
- 8.7. Approval of Second Redundant Internet Connectivity and Managed Network Services**
- 8.8. Award Five, Three-Year On-Call Engineering Support Contracts For a Total Not-to-Exceed \$450,000 Combined Aggregate Between All Contracts, With an Option of Two Additional, One-Year Extension Options of \$150,000 Combined Aggregate to: (1) Carollo Engineers, Inc; (2) BKF Engineers; (3) Provost & Pritchard Consulting Group; (4) Schaaf & Wheeler Consulting Civil Engineers; (5) WHB Engineers**
- 8.9. Approval of a Single Source Purchasing Contract With Fairfield Chevrolet (California Police Cars) in the Amount of \$194,392.28 for the Purchase of Two Fully Upfitted Chevrolet Tahoe Police Responder Vehicles**
- 8.10. Reappropriate \$17,462.89 of Fiscal Year 2026 Economic Development Program Expenses to Fiscal Year 2027 for Downtown Tree Light Repairs**
- 8.11. Letter in Support of Assembly Bill 1761: Improving the Energy Bill Transparency**

9. PUBLIC HEARINGS

- 9.1. Introduction of an Ordinance of the City Council of the City of Gilroy Amending Specified Provisions of Article VIII of Chapter 13 of the Gilroy City Code Relating**

to Tobacco Retailer Permits, Compliance, Enforcement, and Penalties

1. Disclosure of Ex-Parte Communications
2. Staff Report:
Sharon Goei, Community Development Director
3. Open Public Hearing
4. Close Public Hearing
5. Recommended Action:
 1. Motion to read the ordinance by title only and waive further reading;
 2. Introduce an Ordinance of the City Council of the City of Gilroy amending specified provisions of Article VIII of Chapter 13 of the Gilroy City Code relating to Tobacco Retailer Permits, compliance, enforcement, and penalties.

10. INTRODUCTION OF NEW BUSINESS

10.1. Presentation of Development Services Fee Study

1. Staff Report:
Sharon Goei, Community Development Director
2. Public Comment
3. Recommended Action:
Receive fee study presentation and direct staff to schedule a public hearing for City Council consideration of a resolution updating and establishing various user fees in the Comprehensive Fee Schedule, effective January 1, 2027.

10.2. Update on Homeless Encampment at Sixth Street and Camino Arroyo Drive

1. Staff Report:
Matt Morley, City Administrator
2. Public Comment
3. Recommended Action:
Receive an update on the homeless encampment at Sixth Street and Camino Arroyo Drive and provide input on next steps to staff.

10.3. Consider Adopting an Urgency Interim Ordinance Imposing a Temporary Moratorium on the Acceptance, Processing, and Approval of Applications and Entitlements for New Data Center Facilities Citywide, for a Period Not to Exceed 45 Days

1. Staff Report:
Matt Morley, City Administrator

2. Public Comment
3. Recommended Action:
 1. Determine the action of adopting the Urgency Interim Ordinance is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines;
 2. Adopt an Urgency Interim Ordinance imposing a temporary moratorium, citywide, on the acceptance, processing, and approval of applications and entitlements for new Data Center facilities, for a period not to exceed 45 days, pursuant to California Government Code Section 65858; and
 3. Make findings, as incorporated in the ordinance, that adoption of the ordinance is necessary for the immediate preservation of the public health, safety, and welfare of the City and its residents.

11. FUTURE COUNCIL INITIATED AGENDA ITEMS

11.1. Request to Establish Free Community-Wide Infant Swimming Resource Pilot Program: FAIR Memo (CM Ramirez)

1. Staff Report:
Matt Morley, City Administrator
2. Public Comment
3. Recommended Action:
Council consideration of a future agenda item regarding the potential to establish a free community-wide infant swimming resource pilot program.

11.2. Request to Establish a Legislative Action Committee: FAIR Memo (CM Ramirez)

1. Staff Report:
Matt Morley, City Administrator
2. Public Comment
3. Recommended Action:
Council consideration of a future agenda item regarding the potential to establish a Legislative Action Committee.

12. CITY ADMINISTRATOR'S REPORTS

13. CITY ATTORNEY'S REPORTS

14. ADJOURNMENT

City of Gilroy
Proclamation

WHEREAS, across the nation 47 children are diagnosed with cancer every day, totaling more than 17,000 new cases each year and in Gilroy, 31 children and young adults, whether just beginning their journey or supported by Jacob's Heart over the last few years or more, have been embraced with care through treatment, remission, and even loss; and

WHEREAS, children with cancer and their families face unimaginable challenges; painful treatments, time away from school and friends, overwhelming medical bills, and the heartbreaking uncertainty of what tomorrow may bring and yet, here in Gilroy, neighbors, businesses, schools, and community organizations have stepped up to wrap these families in love and support; and

WHEREAS, the Gilroy community has shown extraordinary heart, raising more than \$72,000 through the Gilroy Rodeo's "Kick'n Cancer" initiative over the past five years, standing shoulder to shoulder with families facing pediatric cancer; and

WHEREAS, the Gilroy Chamber of Commerce has been a vital supporter and connector, helping Jacob's Heart build relationships and strengthen partnerships that uplift local families, and

WHEREAS, Gilroy schools, including Christopher High School, local nonprofits such as Rebekah's Children Services, K9 4 Kids, and Digital Nest, and generous businesses like Settle Down Brewery and BBQ 152, have all joined in to support children and families through donations, partnerships, and acts of kindness; and

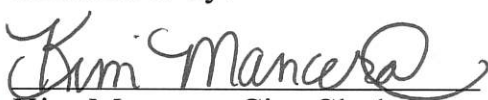
WHEREAS, Jacob's Heart has been honored to walk alongside Gilroy families since 2014, offering emotional, financial, and practical support thanks to the generosity of the Gilroy Community Foundation, Latino Family Fund, and countless caring neighbors; and

NOW, THEREFORE, I, GREG BOZZO, Mayor of the City of Gilroy on the 14th day of September 2026, on behalf of the City Council and our entire community, do hereby proclaim

**SEPTEMBER 2026 AS CHILDHOOD CANCER
AWARENESS MONTH IN THE CITY OF GILROY**

Let us celebrate the courage of our children, honor the memory of those we have lost, and stand united as a community to ensure that no family faces childhood cancer alone.

Attested to by:



Kim Mancera, City Clerk



Greg Bozzo, Mayor



Open Government Commission Council Correspondence

7351 Rosanna Street, Gilroy, California 95020-6197
Telephone: (408) 846-0202 | <http://www.cityofgilroy.org>

Commission Chair
Ann Marie McCauley

Commissioners
Diana Sanchez-Bentz
Janet Krulee
Blanca McMurray
Shayne Somavia

September 17, 2026

To: Gilroy City Council
Matt Morley, City Administrator

From: Gilroy Open Government Commission

Re: Gilroy Open Government Week Proclamation

The Commission seeks to promote the importance of residents and public servants to participate and contribute to democracy by highlighting Gilroy's Open Government Ordinance. This year marks the 18th anniversary of Gilroy's Sunshine Law, and the Commission has laid out a plan of action to highlight the ordinance's importance, while also promoting its benefits to residents through public outreach events. The proclamation and public presentation on November 16, 2026, will serve as the kickoff for the week's events.

Additional events proposed during the proclaimed week are highlighted in the attached Calendar of Events. The goal is to foster community activity involvement, assist the public in spaces such as the public library, as well as to inform residents via social media.

RECOMMENDATION: The City Council approve the proclamation request declaring November 16 – 20, 2026 as Open Government Week and coordinate on the week's activities.

This draft proclamation was approved by the Commission with the following vote:

Ayes: #
Noes: #
Absent: #

ANN MARIE MCCAULEY, Chair
Open Government Commission

MATT MORLEY
City Administrator and Executive Sponsor

City of Gilroy

Proclamation

Whereas On November 17, 2008, the Gilroy City Council passed Ordinance 2008-11, putting in place by practice and endeavor the Open Government Ordinance. This legislative action established the framework whereby citizens are entitled to participate in their government by accessing public meetings, requesting public records, and petitioning the Open Government Commission.

Whereas, Open Government Week reinforces the City's role and commitment to the principles of openness and transparency as well as to foster processes that empower the public through participation and access to public information.

Whereas, An open and accessible government is the cornerstone of democracy and is critical in establishing and maintaining the people's trust and confidence in their government and in the government's ability to effectively serve its citizens.

Whereas, Declaring an Open Government Week allows us to recognize the importance of transparency, participation in public meetings, accessing public records and communicating with Gilroy's Council, Boards, Commissions and Committees.

NOW, THEREFORE, I, Greg Bozzo, Mayor of the City of Gilroy, together with the Gilroy City Council, on this __ day of November 2026, do hereby proclaim November 16 through November 20, 2026, as

Gilroy Open Government Week

and encourage all residents to contribute to an Open Government through council correspondence, comment at public hearings, and access public records to remain engaged and informed.

Open Government Week

November 16 – 20, 2026

Calendar of Events

Provide an overview of activities scheduled for Open Government Week and to aid commissioners by determining their availability and preference for each event.

Day	Events Venue	Notes
Friday, November 13, 2026	City of Gilroy Email Express	Reference: Proposed Activities #1
Saturday, November 14, 2026	09:30 am - Coffee with the Mayor City Council Chambers	Reference: Proposed Activities #4
Monday, November 16, 2026	5:00 pm – Public Engagement Assistance City Council Chambers Foyer	Reference: Proposed Activities #2
	6:00 pm – Open Government Week Proclamation City Council Chambers	
	6:00+ pm – Open Government Commission Annual Report City Council Chamber	
Tuesday, November 17, 2026	5:00 – 7:00 pm – Ask a Commissioner Gilroy Library	Reference: Proposed Activities #3
Wednesday, November 18, 2026	5:00 – 7:00 pm – Ask a Commissioner Gilroy Library	Reference: Proposed Activities #3
Friday, November 20, 2026	Social Media	Reference: Proposed Activities #3

PROPOSED ACTIVITIES DURING OPEN GOVERNMENT WEEK

1. Public Communication & Awareness – Provide a summary of the Open Government Ordinance, Commission and highlight the activities of Open Government Week for public awareness. A small paragraph would be included in the City of Gilroy Email Express to announce Open Government Week starting on Monday, 16 Nov 2026.
2. Public Engagement Assistance – Setup and staff a table in front of the council chambers on Mon, 16 Nov 2026 for City Council Meeting. Help members of the public attending the council meeting with public speaker cards, agenda packets, and respond to any questions they may have.
3. Ask a Commissioner – Setup and staff table at the Gilroy Library to engage with the public, demonstrate how to access public records, City Council meeting recordings, and identify ways the public can submit their input to the City Council (in person, via mail). Moreover, the event will bring awareness to Gilroy's Public Records Portal as a self-service tool for accessing routine public documents while also facilitating unique public records requests.
4. Coffee with the Mayor (Monthly Spotlight) – Leverage the opportunity with the mayor and public to highlight the Open Government Ordinance, introduce Open Government Commissioners, share calendar of events for the upcoming week and briefly discuss the importance of Gilroy's Sunshine Law.
5. OGO Training – Introduce the public to the Open Government Ordinance Training. Show interested members how to access the training, how to navigate through the relevant sections, and respond to questions they may have as a result. This also aids the commission in obtaining public feedback regarding their experience with the training.
6. Social Media Summary – Create pictures with small captions from the various Open Government week events to provide a visual summary and present highlights. Provide draft posts to the City's Communications director for review and release on the City's social media platforms (Nextdoor, Facebook, etc.)

**City of Gilroy
City Council
DRAFT
Minutes
Saturday, August 8, 2026 | 9:30 AM**

1. OPENING

1. Call to Order

The meeting was called to order by Mayor Bozzo at 9:30 AM.

Attendance	Attendee Name
Present	Council Member Dion Bracco Council Member Terence Fugazzi Council Member Kelly Ramirez Mayor Greg Bozzo

2. COFFEE WITH THE MAYOR

1. Increased driver, pedestrian, and bicyclist safety

3. ADJOURNMENT

The Coffee with the Mayor event was adjourned at 10:30 AM.

I HEREBY CERTIFY that the foregoing minutes were duly and regularly adopted at a regular meeting of the City Council of the City of Gilroy on XXXXXXXX, 20XX.

Kim Mancera
City Clerk

**City of Gilroy
City Council
DRAFT
Minutes
Monday, August 17, 2026 | 5:00 PM**

1. STUDY SESSION - 5:00 PM

1. Call to Order

The study session was called to order by Mayor Bozzo at 5:00 PM.

2. 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

3. Place-Based Economic Development Strategic Plan Data Update and Economic Vitality Next Steps

Economic Development Director Raissa de la Rosa provided a report and presentation.

David Zehnder and Peter Cheng from Economic & Planning Systems, Inc. (EPS) provided a report and presentation.

Mayor Bozzo opened public comment at 5:51 P.M.

With no speakers, Mayor Bozzo closed public comment.

The study session adjourned at 5:52 P.M.

2. REGULAR MEETING - 6:00 PM

1. Call to Order

The regular meeting was called to order by Mayor Bozzo at 6:01 PM.

2. 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
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3. City Clerk's Report on Posting the Agenda

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

4. Pledge of Allegiance

Council Member Fugazzi led the Pledge of Allegiance.

5. Invocation

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

6. Orders of the Day

None.

7. Employee Introductions

Police Chief Brandon Sanchez introduced Public Safety Communicators Alexandria Kassel and Melissa Talbert.

Assistant City Administrator Harjot Sangha introduced Recreation Supervisor Melissa Pasquale.

3. CEREMONIAL ITEMS - Proclamations and Awards

1. Emergency Management Awareness and National Preparedness Month Proclamation

Mayor Bozzo presented the Emergency Management Awareness and National Preparedness Month Proclamation to Andrew Young.

4. PRESENTATIONS TO THE COUNCIL

1. Arts and Culture Commission Annual Presentation

Arts & Culture Commission Chair Ruben Dario Villa provided a presentation.

2. 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 6:16 P.M.

Georgine Scott-Codiga - Placed a conflict of interest question regarding SCRWA.

Stefanie Elle - Believes the Fair Memo process needs to be changed.

Mahlon Ezeoha - Brought awareness to the dangers of secondhand smoke.

Jan Guffey - Spoke against the planned ICE Detention Center.

Bill O'Connor - Shared guidelines surrounding signage for election candidates.

With no further speakers, Mayor Bozzo closed public comment.

5. REPORTS OF COUNCIL MEMBERS

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

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

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

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

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

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

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

Council Member Bracco - No report.

Council Member Fugazzi - No report.

Council Member Marques - No report.

Council Member Hilton - Reported on Silicon Valley Clean Energy, VTA, and Association of Bay Area Governments (ABAG).

Council Member Ramirez - No report.

Council Member Cline - No report.

Mayor Bozzo - No report.

6. CONSENT CALENDAR

Motion

Approve the consent calendar.

RESULT: **Passed**

MOVER: Council Member Tom Cline

SECONDER: Council Member Zach Hilton

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

NAYS: None

ABSENT: None

- 1. Approve the July 27, 2026 City Council Regular Meeting minutes and the August 3, 2026 City Council Regular Meeting minutes**
- 2. Award of a Professional Services Agreement to Chandler Asset Management, Inc. to provide Investment Management and Advisory Services effective September 1, 2026 through June 30, 2029, and Authorize the City Manager to Execute the Agreement, with Two Optional One-year Extensions**
- 3. Acceptance of Cash and Investment Report as of June 30, 2026**
- 4. Approve the Sixth Amendment to the Tree Pruning and Maintenance Services Agreement with West Coast Arborists, Inc.**
- 5. Claim of Helen Rodriguez (The City Administrator recommends a "yes" vote under the Consent Calendar shall constitute denial of the claim)**

7. BIDS AND PROPOSALS

- 1. Adopt a Resolution Approving the Plans and Specifications for the Precast Concrete Fence Replacement Project, Amending the FY2026-27 Capital Improvement Program to include the Project, Awarding a Construction Contract to Silicon Valley Paving, Inc. for an Amount Not to Exceed \$415,000 with a Total Construction Cost Including Contingency of \$456,500, and Amending the FY2026-27 Capital Improvement Program Budget by**

Appropriating \$456,500 of Community Facility District (CFD) Funds to the Project

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

Mayor Bozzo opened public comment at 6:56 P.M.

With no speakers, Mayor Bozzo closed public comment.

Motion

Approve the Plans and Specifications for the Precast Concrete Fence Replacement Project, and Amending the FY2026-27 Capital Improvement Program to include Project No. 801240, and Awarding a Construction Contract to Silicon Valley Paving, Inc. for an Amount Not to Exceed \$415,000 for the Precast Concrete Fence Replacement Project; Establishing a construction contingency of \$41,500 for a total construction contract amount of \$456,500; Authorizing the City Administrator to execute the construction contract; Authorizing staff to approve any amendments, extensions, and change orders until completion of the project in accordance with the plans and specifications up to the project construction amount.

RESULT: **Passed**

MOVER: Council Member Carol Marques

SECONDER: Council Member Terence Fugazzi

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

NAYS: None

ABSENT: None

Motion

Approve amending the FY2026-27 Capital Improvement Program Budget by appropriating \$456,500 of Community Facility District (CFD) funds to the Project.

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

ABSENT: None

2. **Pilot Program seeking to Award a contract to Citiguard, Inc. for City Parks After-Hours Security for \$69,203 and a total not-to-exceed amount of \$346,015 over a five-year period and Approval of the Second Amendment to the agreement with Frank & Grossman Landscape Contractors, Inc. for Park Restroom Cleaning and Gate Opening Services for \$129,841.60 and a revised not to exceed total of \$1,711,718.20.**

Deputy Public Works Director Matt Jones provided a presentation and report.

Mayor Bozzo opened public comment at 7:10 P.M.

Britt Smith - Expressed how she believed it would be redundant to pay the Police Department and an outside security company to monitor parks after hours.

Joshua N. Thompson - Asked which parks would be covered by security.

With no further speakers, Mayor Bozzo closed public comment.

Motion

Award an agreement to Citiguard, Inc. for after-hours park patrol services at five City parks. The agreement would have an initial one-year term of \$69,203, with up to four additional one-year administrative extensions, for a total amount not to exceed \$346,015 over five years, approve the Second Amendment to the agreement with Frank & Grossman Landscape Contractors, Inc. to add park restroom cleaning and gate-opening services from September 1, 2026, through October 31, 2027; increase the agreement by \$129,841.60; and establish a revised total amount not to exceed \$1,711,718.20, and authorize the City Administrator to finalize and execute both agreements and related documents, including any authorized administrative extensions, subject to satisfactory performance and available appropriations.

RESULT: **Passed**

MOVER: Council Member Zach Hilton

SECONDER: Council Member Dion Bracco

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

NAYS: Council Member Terence Fugazzi

ABSENT: None

Motion

Adopt a resolution amending the FY 2027 adopted budget to increase appropriations in the Facilities Fund (615) by \$92,744.40 and decreasing appropriations in the General Fund (100) by \$16,489.

RESULT: **Passed**

MOVER: Council Member Zach Hilton

SECONDER: Council Member Carol Marques

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

NAYS: Council Member Terence Fugazzi

ABSENT: None

3. Award a Professional Services Agreement to KTU&A for Preparation of a New Parks and Recreational Trails Master Plan in an Amount Not to Exceed \$310,000

Management Analyst Trainee Bryan Rodriguez provided a presentation and report.

Mayor Bozzo opened public comment at 7:25 P.M.

Greg Felios - Spoke in favor of awarding a contract to KTU&A.

With no other speakers, Mayor Bozzo closed public comment.

Motion

Award a professional services agreement to KTU&A in an amount not to exceed \$310,000 for preparation of a new Parks and Recreational Trails Master Plan and Authorize the City Administrator to finalize and execute the agreement and associated documents necessary to implement the project within the approved project budget.

RESULT: Passed

MOVER: Council Member Zach Hilton

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

NAYS: None

ABSENT: None

8. PUBLIC HEARINGS

1. Introduction and First Reading of an Ordinance Amending Chapter 30, Article L of the Gilroy City Code Relating to Architectural and Site Review Permit Process and to Enhance Public Outreach

Community Development Director Sharon Goei and Planning Manager Michael Fossati provided a presentation and report.

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

Serina Murphy - Spoke opposing the Amazon Data Center.

Georgine Scott-Codiga - Spoke in favor of the Planning Commission's EIR recommendation.

Britt Smith - Spoke opposing the Amazon Data Center

Kyle Short - Urged Council to expand notifications and reduce fees.

Mak Gupta - Spoke in favor of the planned Amazon Data Center.

Linda Berti - Posed questions about the planned Amazon Data Center.

Jack M. - Spoke opposing the Amazon Data Center.

Armando Benavides - Spoke against the planned Amazon Data Center.

Justin Sweatt - Spoke opposing the Amazon Data Center.

Landon Sepulveda - Spoke opposing the Amazon Data Center.

Ron Kirkish - Shared info about the planned Amazon Data Center.

Ethan Myers - Spoke opposing the Amazon Data Center.

Bill O'Connor - Spoke in favor of the planned Amazon Date Center.

Joshua N. Thompson - Spoke opposing the Amazon Data Center.

Cindy Reed - Spoke opposing the Amazon Data Center.

Connie Rogers - Spoke in favor of the Planning Commission's EIR recommendation.

Basil Romero - Spoke in favor of the planned Amazon Data Center.

Lauren Howsman - Spoke opposing the Amazon Data Center.

Sana - Spoke opposing the Amazon Data Center.

David Almeida - Spoke in favor of the planned Amazon Data Center.

Elizabeth Porcella (Zoom) - Spoke opposing the Amazon Data Center.

Martha Lopez (Zoom) - Spoke opposing the Amazon Data Center.

Sharon Luna (Zoom) - Spoke opposing the Amazon Data Center.

With no further speakers, Mayor Bozzo closed public comment.

Motion

Determine the proposed ordinance is statutorily exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061 (b)(3) (the "common sense" exemption) for the adoption of an ordinance relating to Architectural and Site Review Permit Process and to enhance public outreach.

RESULT: **Passed**

MOVER: Council Member Kelly Ramirez

SECONDER: Council Member Carol Marques
AYES: Council Member Terence Fugazzi, Council Member Tom Cline,
Council Member Zach Hilton, Council Member Carol Marques,
Council Member Kelly Ramirez, Mayor Greg Bozzo
NAYS: Council Member Dion Bracco
ABSENT: None

Motion

Motion to read the ordinance by title only and waive further reading of the ordinance.

RESULT: **Passed**
MOVER: Council Member Kelly Ramirez
SECONDER: Council Member Zach Hilton
AYES: Council Member Dion Bracco, Council Member Terence Fugazzi,
Council Member Tom Cline, Council Member Zach Hilton, Council
Member Carol Marques, Council Member Kelly Ramirez, Mayor
Greg Bozzo
NAYS: None
ABSENT: None

Motion

Introduce an ordinance amending Chapter 30 (Zoning), Article L (Planning Department Applications) relating to the Architectural and Site Review Permit Process.

RESULT: **Passed**
MOVER: Council Member Kelly Ramirez
SECONDER: Council Member Terence Fugazzi
AYES: Council Member Terence Fugazzi, Council Member Tom Cline,
Council Member Zach Hilton, Council Member Carol Marques,
Council Member Kelly Ramirez, Mayor Greg Bozzo
NAYS: Council Member Dion Bracco
ABSENT: None

Provide direction to staff to bring back objective design standards (in concurrence with residential design standards) for commercial/industrial projects that consider community needs, economic development, energy use, environmental impacts, public health, and neighborhood quality of life.

The meeting recessed at 8:52 P.M. and reconvened at 9:02 P.M.

9. INTRODUCTION OF NEW BUSINESS

1. Authorization for Council Travel to the League of California Cities Annual Conference, Selection of Voting Delegate, and Direction Regarding the Proposed League Resolution

City Administrator Matt Morley provided a report.

Mayor Bozzo opened public comment at 9:07 P.M.

With no speakers, Mayor Bozzo closed public comment.

Motion

Authorize Travel for Council Member Ramirez to attend the League of California Cities (League) Annual Conference and Select Council Member Ramirez as the voting delegate.

RESULT: **Passed**

MOVER: Council Member Tom Cline

SECONDER: Council Member Carol Marques

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

NAYS: None

ABSENT: None

Motion

Identify if Council desires to support voting on the League resolution identified by Council Member Ramirez.

RESULT: **Passed**

MOVER: Council Member Carol Marques

SECONDER: Council Member Terence Fugazzi

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

NAYS: None

ABSENT: None

2. Amazon Data Services Reimbursement Agreement for Recycled Water Improvements and Memorandum of Understanding with South County Regional Wastewater Authority

Utilities Director Derek Cray provided a presentation and report.

Mayor Bozzo opened public comment at 9:46 P.M.

Georgine Scott-Codiga - Raised questions regarding SCRWA conflict of interest.

David Almeida - Raised questions regarding project phases.

Greg Felios - Spoke regarding the upcoming SCRWA meeting.

Britt Smith - Spoke regarding community communication.

Camilla James - Posed questions regarding Amazon Data Center.

Gina Johnson - Spoke regarding Amazon Data Center.

Ron Kirkish - Spoke regarding Amazon Data Center.

Joel Goldsmith - Posed questions regarding Amazon Data Center.

Tim MacKenzie (Zoom) - Spoke opposing the Amazon Data Center.

Violet (Zoom) - Spoke regarding the Amazon Data Center.

Martha Lopez (Zoom) - Spoke opposing the Amazon Data Center.

Houston (Zoom) - Spoke opposing the Amazon Data Center.

With no further speakers, Mayor Bozzo closed public comment.

Motion

Approve the Agreement with Amazon Data Services to reimburse the City of Gilroy (City) for design and construction of Recycled Water Improvements at the South County Regional Wastewater Authority site.

RESULT: **Passed**

MOVER: Council Member Terence Fugazzi

SECONDER: Council Member Tom Cline

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

NAYS: None

ABSENT: None

Motion

Direct staff to engage with South County Regional Wastewater Authority (SCRWA) representatives to negotiate and execute a Memorandum of Understanding for reimbursement of the recycled water improvements.

RESULT: **Passed**

MOVER: Council Member Zach Hilton

ONDER: Council Member Kelly Ramirez

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

NAYS: None

ABSENT: None

10. CITY ADMINISTRATOR'S REPORTS

No report.

11. CITY ATTORNEY'S REPORTS

No report.

12. ADJOURNMENT

With no additional business before the Council, the meeting was adjourned at 10:12 P.M

I HEREBY CERTIFY that the foregoing minutes were duly and regularly adopted at a regular meeting of the City Council of the City of Gilroy on XXXXXXXX, 20XX.

Kim Mancera
City Clerk



City of Gilroy

STAFF REPORT

Agenda Item Title: Approval of the Fiscal Year 2026 Annual Evaluation Report for the Santa Clara County Multi-Jurisdictional Program For Public Information Associated with the Community Rating System of the National Flood Insurance Program

Meeting Date: September 14, 2026
 From: Matt Morley, City Administrator
 Department: Public Works
 Submitted by: Nisha Patel, City Engineer
 Prepared by: Susana Ramirez, Engineer

STRATEGIC PLAN GOALS: Maintain and Improve City Infrastructure

RECOMMENDATION

Receive the Fiscal Year 2026 Annual Evaluation Report for the Santa Clara County Multi-Jurisdictional Program for Public Information associated with the Community Rating System of the National Flood Insurance Program.

EXECUTIVE SUMMARY

The Community Rating System (CRS) is a voluntary program of the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program (NFIP). The CRS program allows participating communities to earn flood insurance premium discounts for properties in flood zones by implementing local mitigation, floodplain management, and outreach activities that exceed the minimum NFIP requirements to reduce the risk of flooding.

This report meets the FEMA requirements for sharing the program's annual report with the governing body.

BACKGROUND

The City has participated in FEMA's CRS Program under the NFIP since May 1, 2007. A total of eleven communities in Santa Clara County are involved in the CRS Program in collaboration with Valley Water.

The Program for Public Information (PPI) is an ongoing and voluntary local effort within the CRS Program to identify, prepare, implement, and monitor a range of public information activities that meet specific local needs. The CRS credits the implementation of public outreach projects identified in the PPI, which in turn helps the participating community achieve better insurance premium discounts for properties located in flood zones. Through the PPI planning process, activities are monitored, evaluated, and revised to improve effectiveness. In addition to updating the PPI every five years, FEMA requires an Annual Evaluation Report on PPI efforts and requires the communities to share the annual report with their governing bodies.

These eleven agencies collectively developed and adopted the 2021 Multi-Jurisdictional PPI, which is scheduled for updates every five years. The Fiscal Year 2026 annual evaluation report is the final report within the current five-year program. Valley Water has been the lead agency in performing the PPI but is considering withdrawing from the program. The City will have to decide if we want to create a PPI program and perform the activities going forward.

During the collaborative PPI process, participating agencies identified key flood risk reduction messages and designed an educational program to effectively convey these messages. FEMA requires the elected body of each community to approve the PPI to earn points for having an approved plan under the NFIP's CRS. The City currently holds a CRS class rating of 7, which provides a 15% discount on NFIP flood insurance policies for properties located within the special flood hazard area or the 100-year floodplain, and a 5% discount for properties outside a floodplain.

ANALYSIS

Participation in the CRS is voluntary and requires a commitment of staff resources for management and maintenance. In return, property owners receive a 15-percent reduction in NFIP flood insurance premiums as a Class 7 designated community. This reduction is a significant advantage for property owners opting for federal flood insurance.

The CRS provides communities with a structured framework for reducing flood risk through enhanced public education and floodplain management activities. An essential component of the CRS is the PPI, which allows jurisdictions to plan and execute outreach initiatives tailored to local needs. Communities that adopt and implement a formal PPI are eligible for additional CRS credit, reflecting a commitment to proactive, coordinated, and data-informed public communication. The PPI facilitates the establishment of a cohesive public information strategy, featuring defined goals, targeted messaging, and measurable outcomes.

The Santa Clara County Multi-Jurisdictional PPI is managed collaboratively by a committee comprised of both agency staff and community stakeholders, ensuring that outreach efforts are relevant, effective, and inclusive. In the City of Gilroy, the committee includes representatives from the Public Works Department and community stakeholder Ms. Merna Leal, a Gilroy resident and former District CRS Program Manager.

The Annual Evaluation Report serves as a mechanism for assessing the effectiveness of implemented activities and identifying opportunities for refinement in future outreach planning.

Valley Water has led the Santa Clara County Multi-Jurisdictional PPI but has announced it is considering withdrawal from the program. The Public Works Department is exploring various options regarding the continuation of the PPI at a local level.

In the absence of participation in the County-wide Multi-Jurisdictional PPI, the City will need to develop an independent public information strategy. This process will demand substantial staff time and resources to create, implement, and maintain a program that aligns with FEMA's CRS criteria.

ALTERNATIVES

The work associated with this report is complete and there is no alternative.

FISCAL IMPACT/FUNDING SOURCE

Approval of the Fiscal Year 2026 Annual Evaluation Report will have no direct fiscal impact on the City. The expenses related to the development, coordination, and ongoing administration of the Multi-Jurisdictional PPI through the conclusion of Fiscal Year 2026 are entirely covered by the Santa Clara Valley Water District's adopted budget. Costs related to the City's continued participation in a local PPI beyond Fiscal Year 2026 are currently unknown. Additionally, substantial staff time and coordination will be necessary to establish an independent local PPI in the future.

PUBLIC OUTREACH

A copy of the Fiscal Year 2026 Annual Evaluation Report for the Santa Clara County Multi-Jurisdictional PPI will be available on the Public Works Flood Management webpage.

NEXT STEPS

Staff will assess the costs and resources necessary to conduct an independent local

PPI to evaluate the feasibility of maintaining the program. The City's annual CRS program evaluation is scheduled for the fall of 2026, during which PPI points will be allocated for the current reporting period.

Attachments:

1. FY26 Annual Evaluation Report



MEMORANDUM

FC 14 (03-11-25)
Page 1 of 2

TO: Melanie Richardson, P.E.
Interim Chief Executive Officer

FROM: Rachael Gibson
Chief of External Affairs

SUBJECT: FY26 Annual Evaluation Report
(Year 5: July 2025 – June 2026) for the 2021
Santa Clara County Multi-Jurisdictional
Program for Public Information (PPI)

DATE: August 10, 2026

Valley Water continues to support local partners in the Federal Emergency Management Agency's (FEMA's) National Flood Insurance Program (NFIP) Community Rating System (CRS) program. The CRS is a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum NFIP requirements.

Through the CRS, flood insurance holders in participating communities receive discounted premium rates to reflect the reduced flood risk. The three goals of the CRS are:

1. Reduce flood damage to insurable property,
2. Strengthen and support the insurance aspects of the NFIP, and
3. Encourage a comprehensive approach to floodplain management.

Background

Valley Water has supported the local CRS program since 1998. Since Valley Water is not a land-use agency (i.e., city, town, or county), it is not considered an NFIP community and does not technically qualify to participate in the CRS program.

Valley Water's flood risk reduction activities throughout Santa Clara County (county) earns CRS credits that are transferred to each CRS participating community, supporting savings on NFIP insurance policies within those jurisdictions. Currently, 11*¹ of the 16 communities (cities, towns, and the county) within Santa Clara County participate in the CRS program.

FEMA first introduced the Program for Public Information (PPI) as a CRS creditable activity in 2013. The PPI encourages CRS-participating communities to work with local stakeholders to design a community outreach program on flood risk reduction that best fits local needs. This can be done as a single or multi-jurisdictional effort.

2021 Santa Clara County Multi-Jurisdictional Program for Public Information (PPI)

On April 27, 2021, the Valley Water Board of Directors adopted the 2021 PPI following completion of the 2015 PPI; the governing bodies of the CRS participating communities adopted the 2021 PPI soon thereafter.

In addition to updating the PPI every five years, FEMA requires CRS communities seeking continued CRS credit to complete an Annual Evaluation Report on PPI efforts and share the report with their governing bodies. Attached is the final Annual Evaluation Report for Fiscal Year 26 (Year 5 of the 2021 PPI). Overall, the CRS Users Group/PPI Committee successfully implemented and completed the 2021 PPI in FY26.

Please direct questions about the PPI Annual Evaluation Report to Amy Fonseca, Acting Manager, Office of Civic Engagement at (408) 630-3005.

*¹ Current Participating CRS Communities include: Valley Water and the Cities of Cupertino, Gilroy, Los Altos, Milpitas, Morgan Hill, Mountain View, Palo Alto, San Jose, Santa Clara, and Sunnyvale.

Melanie Richardson, P.E.
Interim Chief Executive Officer

Page 2 of 2

August 10, 2026

DocuSigned by:

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8/13/2026

Rachael Gibson
Chief of External Affairs
External Affairs Division

Date

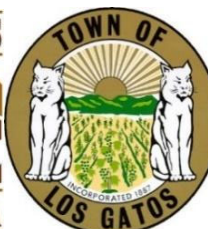
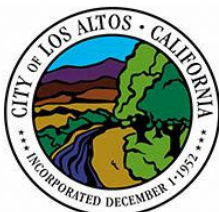
Attachment: Annual Evaluation Report for FY26 (Year 5) for the 2021 Santa Clara County Multi-Jurisdictional Program for Public Information (PPI)

cc: R. Gibson, K. Yasukawa, A. Fonseca, CRS File

Santa Clara County Multi-Jurisdictional Program for Public Information 2021

FY26 Annual Evaluation Report

(Year 5: July 2025 to June 2026)



July 2026

Prepared by:

Santa Clara Valley Water District

and

Santa Clara County CRS communities

I. INTRODUCTION

The Community Rating System (CRS) is a voluntary program of the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program (NFIP). The CRS program allows communities to earn flood insurance premium discounts for their residents and businesses by implementing local mitigation, floodplain management, and outreach activities that exceed the minimum NFIP requirements to reduce the risk of flooding.

In Santa Clara County, 11 (eleven) communities, including Santa Clara Valley Water District (Valley Water) have actively participated in the FEMA NFIP CRS for over 30 years.

The CRS participating communities (CRS communities) are City of Cupertino, City of Gilroy, City of Los Altos, City of Milpitas, City of Morgan Hill, City of Mountain View, City of Palo Alto, City of San Jose, City of Santa Clara, City of Sunnyvale, and the Santa Clara Valley Water District (Valley Water).

CRS communities, along with their external non-governmental stakeholders, non-CRS communities: *City of Saratoga, Town of Los Altos Hills, Town of Los Gatos, and the County of Santa Clara* who opted to join the 2021 Program for Public Information (PPI), comprised the 2021 PPI Committee. The original 2021 PPI Committee is listed in *Table 1. Original Members of the Santa Clara County Multi-Jurisdictional 2021 PPI Committee* of the 2021 PPI (*Attachment 1*). Since the development of the 2021 PPI, there may have been changes to the community's original 2021 PPI Committee members (*either the internal representatives to the organization and/or the external stakeholders*). Those member changes are noted on the meeting attendance sheets.

CRS-creditable PPIs can be single or multi-jurisdictional. For the 2021 PPI, FEMA requires that each CRS community provide at least two representatives to the regional PPI Committee to meet the credit requirement, with at least half of the representatives from outside the local government. Additionally, at least half of the representatives must attend all the meetings of the regional PPI Committee.

An essential benefit of the PPI Committee's work is close collaboration between local public agency staff who work on flood protection throughout Santa Clara County. Together, PPI Committee members continue strengthening their individual CRS programs and ensuring communities can evaluate their flood programs against a nationally recognized benchmark.

The 2021 PPI Committee, the remaining non-CRS communities (City of Saratoga, Town of Los Gatos, Town of Los Altos Hills, and the County of Santa Clara), and other interested parties make up the Santa Clara County CRS Users Group.

The Santa Clara County CRS Users Group collaborates to ensure floodplain management activities provide enhanced public safety, reduced damage to property and public infrastructure, and avoidance of economic disruption and loss in Santa Clara County. Through the five-year PPI development and the annual reporting process, members of the SC County CRS Users Group learn from one another about local floodplain management activities, including flood protection and land use issues.

Under the CRS program, flood insurance premium rates are discounted to reward CRS communities' actions that meet the three goals of the CRS:

- (1) reduce flood damage to insurable property.
- (2) strengthen and support the insurance aspects of the NFIP; and
- (3) encourage a comprehensive approach to floodplain management.

Flood insurance premiums for CRS communities are reduced in 5% increments for every 500 CRS points earned. As of May 31, 2026, the total savings for Santa Clara County residents from CRS discounts are approximately \$2 million.

Valley Water is the lead flood protection agency for Santa Clara County. Valley Water performs many flood preparedness outreach and stream stewardship/maintenance activities that can earn credit points for CRS communities. Since Valley Water is not a land-use agency, the points Valley Water earns as a “fictitious community” provide a foundation upon which the CRS communities can build. FEMA approved this unique arrangement with Valley Water in 1998.

The *CRS Coordinator’s Manual, 2013 Edition*, included the option to undertake a Program for Public Information (PPI), which standardizes our flood preparedness outreach messages and increases communities’ CRS points. Each participant of the PPI Committee brings unique perspectives and suggestions that enhance the PPI. Each community must adopt the PPI through a formal vote by the community’s governing body.

In 2013, Valley Water helped initiate and facilitate the effort to develop the first Multi-Jurisdictional PPI, enabling all Santa Clara County CRS communities to work together and benefit from the effort. Non-CRS communities were also invited to participate in developing the PPI. This work effort resulted in the 2015 Multi-Jurisdiction PPI (2015 PPI).

On April 14, 2015, Valley Water’s Board adopted the 2015 PPI, which sunset in April 2020; the other CRS communities’ governing bodies adopted the 2015 PPI soon thereafter.

Under the CRS, a PPI must be updated every five years. Each subsequent year after adopting the PPI, the PPI Committee must submit an annual evaluation report to FEMA describing the PPI implementation for the prior fiscal year. The PPI Committee must evaluate whether the flood risk reduction messages in the PPI remain relevant and adjust the PPI as needed. The annual evaluation report is shared with each CRS community’s governing body as an informational item.

As required for CRS credit, annual evaluation reports for FY16 (Year 1 of the 2015 PPI) through FY19 (Year 4 of the 2015 PPI) were prepared, sent to each CRS community’s governing body, and included in each community’s respective annual recertifications or as part of a community’s documentation for those that were cycled on any given year.

In FY20 (Year 5 of the 2015 PPI), the PPI Committee updated the 2015 PPI, which had expired. The Insurance Services Office (ISO), FEMA’s CRS program management contractor, exempted the PPI Committee from submitting an annual evaluation report for FY20 (Year 5 of the 2015 PPI) as the committee focused on updating the document.

In February 2020, Valley Water hosted the start of the five-year PPI update process. Fifteen Santa Clara County communities worked together to update the 2015 PPI. These communities included the current 11 CRS communities as well as four non-CRS communities that expressed interest in joining the 2015 PPI and possibly the CRS program. Staff and external stakeholders from each agency participated in developing the new PPI.

In March 2020, the Coronavirus (COVID-19) outbreak started. The California State Emergency Services Act, the Governor’s Emergency Declaration related to the COVID-19 pandemic, the Governor’s Executive Order N-29-20, and Order of the County of Santa Clara Public Health Officer dated March 16, 2020, went into effect.

The COVID-19 pandemic caused far-reaching, unprecedented changes. Businesses and organizations faced economic and operational uncertainty across every industry and sector. The workforce impacts during COVID-19 caused delays beyond control, including the PPI Committee’s ability to continue its work of updating the 2015 PPI. Many communities shifted priorities to respond to the public health crisis; therefore, FEMA provided an extension of completing the update to the 2015 PPI to early 2021.

The 2021 PPI Committee reconvened in October 2020 to resume the 2015 PPI update. Several virtual meetings followed until the 2021 PPI Committee completed the 2021 PPI in April 2021. The 2021 PPI was adopted by CRS communities, as indicated in *Table 1. Adoption Dates 2021 PPI*.

II. 2021 PPI DEVELOPMENT PROCESS

Valley Water, CRS, and non-CRS communities initiated the 2021 PPI process in February 2020. Discussions were postponed due to COVID-19; the process was reinitiated in October 2020. The Santa Clara County 2021 Multi-Jurisdictional Program for Public Information document was completed in April 2021 (*refer to Section I. Introduction for COVID-19-related delays*).

Virtual meetings were held between 2020 and 2021 to develop the 2021 PPI. FEMA's six priority topic messages and the three additional messages identified in the 2015 PPI carried forward into the 2021 PPI. The 2021 PPI Committee felt all nine topics and supporting messages were still relevant for reaching Santa Clara County residents and ensuring they were flood-ready.

The below listed is Table 3 in the 2021 PPI: CRS Priority Messages

Topic Number	Topic message	Public Message (Select one message per topic)
TOPIC #1	Know your flood hazard	- Know your flood risk - Contact your floodplain manager to find out if your property is in a floodplain - Check if your home or business is in a Special Flood Hazard Area
TOPIC #2	Insure your property for your flood hazard	- Get flood insurance ahead of time - Insure your property - There is a 30-day waiting period for the policy to take place
TOPIC #3	Protect people from the flood hazard	- Put your 3-day emergency kit together - Follow evacuation orders - Learn the best route to high ground
TOPIC #4	Protect your property from the flood hazard	- Protect your home from flood threats - Prepare your home - Sandbags can offer protection against a foot or less of floodwater - Get sandbags before a flood
TOPIC #5	Build responsibly	- Build responsibly in floodplains - Comply with development requirements - Check with your city/county floodplain manager before you build
TOPIC #6	Protect natural floodplain functions	- Keep creeks clean and flowing - Keep debris and trash out of our streams - Don't pollute, dump, or drain anything in creeks
Additional Outreach Topic Messages (only one message per topic)		
TOPIC #7	Develop an emergency plan	Develop an emergency plan
TOPIC #8	Download disaster apps	Download disaster emergency apps
TOPIC #9	Understand shallow flooding risks— don't drive through standing water	Understand shallow flooding risks - don't drive through standing water

The 2021 PPI Committee worked between the meetings to draft the 2021 PPI and review the extensive list of outreach and flood response projects (*Attachment 2*).

Based on the 2021 PPI Committee's evaluation of the 2015 PPI, the consensus was that most of the 2015 PPI flood risk reduction messages were still relevant, so only minor edits were incorporated as needed. This became the basis for the 2021 PPI; therefore, no additional FEMA review was required, as the 2015 PPI already ensured its provisions were fully compliant with FEMA requirements.

FEMA's ISO CRS Specialist and Technical Reviewers determine how many CRS points the 2021 PPI activities earn. The PPI Committee estimates that of the possible 350 points for Activity 330, each CRS community could earn up to 300+/- points for PPI efforts.

Once Valley Water approved the 2021 PPI (5-Year Plan), the final document was provided to the 2021 PPI Committee to present to their governing bodies for adoption and implementation.

Table 1. Dates of 2021 PPI Adoption shows each agency's 2021 PPI approval dates; all 11 CRS communities have adopted the 2021 PPI.

Table 1. Adoption Dates of the 2021 PPI

Community	Date Presented	Adopted
Santa Clara Valley Water District	4/27/21	X
City of Cupertino	8/17/21	X
City of Gilroy	7/01/21	X
City of Los Altos	7/13/21	X
Town of Los Altos Hills (*non-CRS community)	Not required	Not required
Town of Los Gatos (*non-CRS community)	Not required	Not required
City of Milpitas	5/18/21	X
City of Morgan Hill	6/16/21	X
City of Mountain View	6/22/21	X
City of Palo Alto	6/14/21	X
City of San Jose	11/16/21	X
City of Santa Clara	7/06/21	X
County of Santa Clara (*non-CRS community)	Not required	Not required
City of Saratoga (*non-CRS community)	Not required	Not required
City of Sunnyvale	6/29/21	X
Total Approved		11

**Non-CRS communities are encouraged to participate in the ongoing efforts and initiatives of the Santa Clara County CRS Users Group and/or PPI Committee; however, those who opted to participate in the 2021 PPI are not required to adopt the PPI or share annual evaluation reports with their governing bodies.*

III. ANNUAL EVALUATION REPORTS

The 2021 PPI states that the 2021 PPI Committee will meet at least once yearly to evaluate the PPI and incorporate any needed revisions. This meeting is coordinated in conjunction with the ongoing CRS User's Group meetings, which occur at least twice a year.

The evaluation will cover the following:

- Review of projects that were completed.
- Evaluate progress toward outcomes.
- Provide recommendations on projects that have not been completed.
- Provide recommendations for new projects not previously identified.
- Address any Target Audience changes; and
- Assess the program's impact during an actual flood event if one has occurred.

The 2021 PPI Committee prepares the annual evaluation report for submission with each CRS community's annual CRS recertification package (or scheduled 5-year cycle visits). The annual evaluation report is then shared with each CRS community governing body as an informational item.

As required, annual evaluation reports for FY22 (Year 1 of the 2021 PPI) through FY26 (Year 5 of the 2021 PPI) were prepared, sent to each CRS community's governing body, and included in each community's respective annual recertifications or as part of a community's documentation for those that were cycled on any given year.

Section V. 2024 Santa Clara County CRS Users Group/PPI Committee Meetings – Monitoring and Evaluating the 2021 PPI of this annual evaluation report summarizes the meetings held to develop the FY26 Annual Evaluation Report (Year 5 of the 2021 PPI).

Table 2 below shows how each community expects to share the FY26 Annual Evaluation Report with its governing body.

Table 2. How the 2021 PPI FY26 (Year 5) Annual Evaluation Report will be shared with the Community's Governing Body

Community	Method for Sharing
Santa Clara Valley Water District	Board Non-Agenda Item
City of Cupertino	Consent Item Council Agenda
City of Gilroy	Consent Calendar
City of Los Altos	Council Informational Staff Report
Town of Los Altos Hill (<i>*non-CRS community</i>)	Not required
Town of Los Gatos (<i>*non-CRS community</i>)	Not required
City of Milpitas	Memo to City Council
City of Morgan Hill	Council Consent Calendar
City of Mountain View	Council Weekly Update "Council Connection"
City of Palo Alto	Informational Staff Report
City of San Jose	Council Consent Calendar
City of Santa Clara	Council Consent Calendar
County of Santa Clara (<i>*non-CRS community</i>)	Not required
City of Saratoga (<i>*non-CRS community</i>)	Not required
City of Sunnyvale	City Manager's "Update Sunnyvale"

**Non-CRS communities are not required to share annual evaluation reports with their governing bodies.*

IV. 2021 PPI ACCOMPLISHMENTS FOR FY26

The 2021 PPI Committee identified three efforts needed from each CRS community to prepare and finalize subsequent annual evaluation reports.

1. Governing bodies must adopt the 2021 PPI (*Table 1. Adoption dates of the 2021 PPI*). The 2021 PPI Committee must prepare an annual evaluation report and share it with its governing body as informational items (*Table 2. How the 2021 PPI Annual Evaluation Report for FY26, Year 5 will be shared with the Community's Governing Body*).
2. For each fiscal year (*July 1 - June 30*), the communities must implement and monitor the outreach/flood response projects identified in Appendix A, CRS Creditable Outreach and Flood Response Projects by CRS Community of the 2021 PPI (*Attachment 2*).
3. The PPI Committee must review and consider the 'New Initiatives' identified in the 2021 PPI (*page 66*) for advancing flood risk reduction efforts.

Governing Bodies Approval: All 11 CRS communities' governing bodies, including Valley Water, adopted the 2021 PPI. Each agency (Community) shows the approval dates in Table 1 noted above.

Tracking System: The 2021 PPI is multi-jurisdictional and includes 15 agencies (*11 CRS communities and four non-CRS communities*). Tracking implementation is quite complex compared to a single-agency PPI. As the informal lead agency, Valley Water oversees the record-keeping to ensure consistency throughout the county. An electronic file-sharing system, Egnyte, is set up with folders for each community to file and share documents related to the 109 potential outreach/flood response projects identified in the 2021 PPI and all CRS-related documentation. This also includes a comprehensive spreadsheet tracking which lists outreach projects accomplished in any given fiscal year by each community (*Attachment 2*). This spreadsheet, along with the annual evaluation report, will be submitted with annual CRS recertifications or as part of scheduled 5-year cycle visits.

ISO assigns credit for Valley Water outreach/flood response projects to all Santa Clara County CRS communities' ratings. Some communities also choose to carry out and report on their own outreach/flood response projects, in addition to those of Valley Water. These projects are shown on the composite spreadsheet (*Attachment 2 - Appendix A from 2021 SC County Multi-Jurisdictional PPI noting FY26 Project Accomplishments*) and include input from each agency.

The PPI Committee discussed the benefits of using the Egnyte shared filing system for tracking the 2021 PPI outreach/flood response projects and all CRS-related documentation. The PPI Committee also discussed ensuring each agency regularly uploads its CRS documentation. These benefits are:

- Information Share/Knowledge Transfer: CRS communities can view each other's program documentation. When a community improves its CRS rating, another community can access the documents submitted to determine how the CRS credited activities helped improve the score.
- Document Repository: A central location for CRS-related documentation, organized to mirror the CRS Coordinator's Manual (by community/activity/element), proves helpful when a community experiences staff turnover.
- Documentation Submittals: CRS documents are organized and easy to share with the CRS Specialists conducting cycle visits and/or annual recertification.

Summary of PPI Projects Accomplished in FY26

Attachment 2 of this annual evaluation report includes the complete outreach/flood response project list. It lists all projects proposed in the 2021 PPI, with a "Project Accomplishments" column noting actions taken during the fourth year, FY26 of the 2021 PPI.

Audiences	Projects Accomplished
Community at Large (CAL)	81 potential projects, 64 accomplished
Residents and Businesses in the Special Flood Hazard Area (SFHA)	18 potential projects, 16 accomplished
Messengers to Other Target Audiences (Organizations & Businesses Serving the Community)	10 potential projects, 10 were accomplished
*Total Accomplished Projects	90 of 109

** Note: All projects carried out by CRS communities were accomplished in FY26. Variance in the number of potential projects versus accomplished projects is due to no updates from non-CRS communities, which is not required for this annual evaluation report.*

These numbers go well beyond the minimum requirements of the CRS program for PPI credit under Activity 330. We anticipate all CRS communities will receive the maximum number of credits for our collective efforts in FY26.

Valley Water's Outreach/Flood Response Projects

The 2021 PPI Committee identified each community's outreach/flood response projects. The implementation of these projects is reflected in the 'FY26 (Year 5) of the 2021 PPI Project Accomplishments' column of Attachment 2.

FY26 Annual Flood Awareness Campaign

Valley Water's FY26 Flood Awareness Campaign (*Attachment 3 for more details*) effectively educated and engaged residents in Santa Clara County about the risks of flooding, emphasizing the importance of proactive preparation and access to vital safety resources. The campaign leveraged cutting-edge technologies like digital geo-targeting and multilingual outreach, blending traditional strategies with innovative solutions to connect with communities at risk of flooding.

Goals:

1. **Awareness:** Educate FEMA-designated Special Flood Hazard Areas (SFHAs) residents and businesses about their flood risks and mitigation strategies.
2. **Preparedness:** Empower residents to take preventative actions, including knowing their flood risk, signing up for emergency alerts, and knowing where to find free sandbags.
3. **Access:** Provide multilingual resources and technologies to connect diverse communities with flood safety information, including the innovative Valley Water's Surface Water Data Portal. When extreme weather strikes, residents can know if their home is at risk of flooding by visiting alert.valleywater.org for the latest information on local creeks and reservoir water levels.

Refer to Attachment 3 for more details on Valley Water's FY26 flood awareness campaign.

CRS Community Outreach/Flood Response Projects

Other Community Engagement Efforts

October 2025 officially kicked off the flood season.

On November 19, 2025, staff participated in a flood preparedness press conference held at Valley Water's Emergency Operations Center site in San José. The press conference was a joint news event with the City of San José, the County of Santa Clara, and the National Weather Service. The event featured speakers from Valley Water and participating agencies, a tour of Valley Water's Emergency Operations Center, and an emergency kit assembly table with flood-readiness materials.



Valley Water Education Outreach Program

Valley Water's Education Outreach includes flood awareness messaging in classroom lessons presented year-round. A dedicated flood-focused lesson is offered from October through April. Valley Water's role as a flood protection agency is introduced in all lessons so that participants in Education Outreach programs know that flood protection is one of Valley Water's core objectives in Santa Clara County.

The following are the Education Outreach efforts from July 2025 - June 2026.

Flood-Focused Programs

Education Outreach offers two lessons and one assembly focused on flood awareness and preparedness: The Three Little Pigs and the Bad Weather Wolf for transitional kindergarten through second grade, and Watershed Maps for second and third grades. The Three Little Pigs and the Bad Weather Wolf is also offered as a school assembly.

The results of the Flood-Focused Programs delivered between July 2025 and June 2026 are as follows:

- 101 flood-focused programs
- 2,645 students
- 124 educators

Flood Awareness Messaging

In addition to Flood-Focused Programs, Education Outreach provided additional flood awareness messaging in general classroom presentations, assemblies, libraries, and public events.

The results of the general flood protection messaging between July 2025 and June 2026 are as follows:

- 302 programs with general flood protection messaging
- 8,728 students messaging
- 374 educators
- 661 public youth in Santa Clara County

Community Events and Engagement

Booth Support at Events

Valley Water staff made a concerted effort to actively participate in community events, including community festivals and emergency preparedness affairs, particularly in communities and neighborhoods in or near flood zones. In FY26 (from September 2025 – May 2026), Valley Water and the communities' staff hosted 29 booths and distributed flood preparedness information on flood safety and emergency preparedness materials, including Valley Water's annual FPM. Those events are listed below:

1. July 4, 2025 – San Jose Council District 8 Fourth of July Fireworks, San Jose
2. July 5, 2025 – Morgan Hill Chamber Night Music Series, Morgan Hill
3. July 16–17, 2025 – Mountain View Technology Showcase, Mountain View
4. July 24, 2025 – Happy Hollow Season of the Senior Safari, San Jose
5. August 2, 2025 – Asian Americans for Community Involvement Back-to-School Health Fair, San Jose
6. August 5, 2025 – San Martins Lions Club National Night Out, San Martin
7. August 5, 2025 – Morgan Hill National Night Out, Morgan Hill
8. August 15, 2025 – Morgan Hill Chamber Friday Night Music, Morgan Hill
9. August 16, 2025 – Cupertino Chamber Night Market, Cupertino
10. August 21, 2025 – San Jose Chamber BBQ, San Jose
11. August 28, 2025 – Happy Hollow Season of the Senior Safari, San Jose
12. August 30, 2025 – Santos Family Car Show, Alviso
13. August 30–31, 2025 – Silicon Valley Pride Parade and Festival, San Jose
14. September 6, 2025 – Capitol Park Goss Neighborhood Association National Night Out, San Jose
15. September 6–7, 2025 – Mountain View Art and Wine Festival Booth, Mountain View
16. September 13, 2025 – Rotary Club of Cupertino Silicon Valley Fall Festival, Cupertino
17. September 21–23, 2025 – WaterReuse California Conference, San Diego
18. September 26, 2025 – Assemblymember Ahrens' Inaugural Fall Harvest BBQ, Santa Clara
19. September 27, 2025 – Vovinam Viet Vo Dao 34th Annual Moon Festival, San Jose
20. September 28, 2025 – Stevens Creek Trail (FoSCT) Trailblazer Race, Mountain View
21. October 11, 2025 – Martial Cottle Park's Fall Festival 2025, San Jose
22. October 11, 2025 – Guadalupe River Park Conservancy Pumpkins in the Park, San Jose

23. October 11, 2025 – Cupertino Chamber Diwali Festival, Cupertino
24. October 18, 2025 – Valley Health Foundation Women's Leadership and Policy Summit, San Jose
25. October 25, 2025 – District 8 Fall Family Festival, San Jose
26. October 25, 2025 – Senator Cortese's 3rd Annual Picnic by the Lake, San Jose
27. November 12–15, 2025 – Cal-IPC Symposium, Ventura
28. December 6, 2025 – Santa Visits Alviso Foundation Drive, Alviso
29. February 13, 2026 – ASCE SJ Younger Member High School Day, San Jose
30. February 13, 2026 – City of San Jose D1 and D10 w/ NAACP, San Jose
31. March 28, 2026 – CEEF/CUSD Run for Great Schools 5K and Fun Run, Cupertino
32. March 28, 2026 – CERT 5K Family Fun Run (D10), San Jose
33. April 18, 2026 – City of Milpitas Earth Day, Milpitas
34. April 25, 2026 – Acterra Love Our Earth Festival / WaterPalooza, Palo Alto
35. April 25, 2026 – Morgan Hill Community Earth Day Festival, Morgan Hill
36. May 9, 2026 – Berryessa Art & Wine Festival, San Jose
37. May 23–24, 2026 – Morgan Hill Mushroom Mardi Gras, Morgan Hill
38. June 6–7, 2026 – 50th Annual Sunnyvale Wine & Art Festival, Sunnyvale
39. June 12, 2026 – WEPA Fest 2026, San Jose
40. June 13, 2026 – AACSA's 45th Annual Juneteenth Festival, San Jose
41. June 13, 2026 – Dia De Portugal, San Jose

Speakers Bureau Program

In FY26 (from July 2025 through June 2026), Valley Water's 'Managing our Precious Resource Speakers Bureau Program' reached the 11 organizations listed below. All general presentations mention flood protection and the need to 'Get Flood Ready' regardless of the county's drought status. They also include links to Valley Water's 'Flood Ready' information and resources webpage (ValleyWater.org/floodready), the hotline to call to report obstructions in creeks, and flood preparedness collateral available for all in-person events.

Valley Water's Speakers Bureau Program can customize presentations to update community groups on water-specific issues and provide updates on projects in their area. The FY26 presentations that included flood preparedness information are listed below.

1. July 28, 2025 – Cory Neighborhood Association, San Jose
2. August 12, 2025 – Los Altos Kiwanis Club
3. September 4, 2025 – West San Jose Kiwanis Club
4. January 28, 2026 – The Forum, Palo Alto
5. February 27, 2026 – Valley Water's Water Works Program (via Zoom)
6. April 2, 2026 – Valley Water's 101 Academy
7. April 9, 2026 – Santa Teresa Catholic Church, San Jose
8. June 4, 2026 – Coin Laundry Association
9. June 8, 2026 – LAFCO (AM presentation), Sunnyvale
10. June 8, 2026 – LAFCO (PM presentation), Morgan Hill
11. June 9, 2026 – LAFCO (PM presentation), San Jose

V. 2026 SANTA CLARA COUNTY CRS USERS GROUP/PPI COMMITTEE MEETINGS – MONITORING AND EVALUATING THE 2021 PPI

The FY26 Santa Clara County CRS Users Group/PPI Committee meeting was held on May 21, 2026. Attendance by CRS communities was high. Staff from some non-CRS communities, external stakeholders, and other interested parties were also in attendance. Agendas, meeting notes, and attendance sheets for each meeting are included (*Attachments 4-8*).

As required by CRS, the objective of the meeting was to monitor the implementation of the 2021 PPI, determine if the desired outcomes were achieved, and discuss whether any changes to the 2021 PPI were needed to complete this annual evaluation report. The PPI Committee agreed that the 2021 PPI messaging and projects would remain the same for the duration of the 2021 PPI, which sunsets in 2026.

VI. MESSAGING – Other Initiatives

The multi-jurisdictional PPI Committee identified several possible opportunities in the 2021 PPI to expand on existing initiatives and may consider initiating newer ones as follows:

1. Continue and expand the standardized flood message prepared for each community to include flood messages in utility bills yearly, including PG&E.
2. Expand on partnerships with local chambers of commerce to disseminate and share flood preparedness information.
3. Expand on outreach to the Asian and Latino communities who live in flood-prone areas.
4. Expand on outreach to 'hot spots'/flood-prone areas by hosting on-site or virtual public events.
5. Expand the reach to local homeowners' associations (HOA)s and apartment associations (*i.e.*, *Executive Council of Homeowners [ECHO]*).
6. Expand the reach to residents in historically underserved and low-income communities through partnerships with organizations that serve these communities (*i.e.*, *Second Harvest Food Bank and others*).
7. Communities could pursue FEMA Matching Funds Grants for severe Repetitive Loss Areas.
8. Review and expand other public information activities, such as Flood Protection Assistance (Activity 360) and Flood Insurance Promotion (Activity 370).
9. Develop a region-wide Flood Response Preparations (FRP) messaging plan.

The messages the PPI Committee originally chose are still relevant to Santa Clara County. The committee will continue to increase its efforts to encourage people to prepare personal/family emergency plans and be flood-ready for the duration of the 2021 PPI. The PPI Committee will also continue coordinating efforts with Valley Water's Education Outreach Program to promote flood preparedness in local schools.

The PPI Committee recommends continuing to use social media for messaging for the duration of the 2021 PPI. Mobile usage among individuals has increased exponentially over the years, and online platforms are rapidly adjusting to mobile-friendly standards. This provides an excellent opportunity to modernize campaign ad efforts by utilizing social media and digital advertising to increase exposure and reach more residents in Santa Clara County. Furthermore, these modern advertising methods allow for specialized demographic targeting to reach a narrow and defined audience, improving the ability to reach vulnerable populations effectively.

In support of our preparedness messaging, the PPI Committee continues to promote the importance of having family emergency plans and kits ready before an emergency/flood event occurs.

The PPI Committee continues to promote the American Red Cross All-Hazard App, which monitors alerts for severe weather, including floods, and the Floodsmart.gov and Ready.gov websites. The communities will distribute American Red Cross Emergency Contact Cards at events throughout the county.

VII. CONCLUSION

Overall, the CRS Users Group/PPI Committee successfully implemented the 2021 PPI in FY26. The 2021 PPI allowed PPI Committee members to mutually decide which flood risk reduction messages are most appropriate for our residents and to identify how to deliver them effectively. Participating in the 2021 PPI aims to enhance the effectiveness of the flood risk messages to residents, reduce flood risks within Santa Clara County, and earn valuable CRS credit points when identified outreach projects are implemented.

The CRS Users Group/PPI Committee will continue its outreach efforts through FY26. The 2021 PPI will sunset in FY26.

Attachments for submission to Valley Water Board, City Councils/Managers, and FEMA, as required:

1. Members of the Santa Clara County Multi-Jurisdictional 2021 PPI Committee
2. Appendix A from 2021 SC County Multi-Jurisdictional PPI noting FY26 Outreach Project Accomplishments
3. Valley Water's FY26 Flood Awareness Campaign
4. May 21, 2026, SC County CRS Users Group/PPI Committee Meeting Agenda

Table 1. Original Members of the Santa Clara County Multi-Jurisdictional 2021 PPI Committee

Community	Local Government Representative and Alternates	External Stakeholders
County of Santa Clara	Chris Freitas , Sr. Civil Engineer Neville R. Pereira , PE, Development Services Manager, Department of Planning and Development, Floodplain Manager	Marsha Hovey , CADRE Board Chair
Cupertino	Chad Mosley , Assistant Public Works Director/City Engineer, Public Works Department, Floodplain Manager Jennifer Chu , Senior Civil Engineer, Public Works Department	Jim Oberhofer , Emergency Coordinator Cupertino ARES/RACES
Gilroy	Gary Heap , City Engineer, Public Works Department Jorge Duran , Senior Civil Engineer, Floodplain Manager, Public Works Department	Merna Leal , City of Gilroy resident
Los Altos	Steven Golden , Senior Planner, Floodplain Manager Andrea Trese , Associate Civil Engineer	Christopher Wilson , Operations Manager, Los Altos Suburban District, California Water Company
Los Altos Hill	Carl Cahill , City Manager, Floodplain Manager Nichol Bowersox , Public Works Director/City Engineer Christine Hoffmann , Assistant Engineer (DPW)	Phil Witt , General Manager Purissima Hills Water District
Los Gatos	WooJae Kim , P.E, Town Engineer, Parks and Public Works, Floodplain Manager	Annamaria Swardenski , Swardenski Consulting
Milpitas	Steven Erickson , City Engineer/Engineering Director, Floodplain Manager Kan Xu , Principal Civil Engineer, Engineering Land Development Section Brian Petrovic , Associate Civil Engineer, Engineering Land Development Section Elizabeth Koo , Administrative Analyst, Engineering Land Development Section	Warren Wettenstein , Chairman of the Economic Development & Trade Commission and President of the Milpitas Chamber
Morgan Hill	Maria Angeles , Senior Civil Engineer, Floodplain Manager, CFM Charlie Ha , Supervising Civil Engineer, Engineering & Utilities Department	Swanee Edwards , City of Morgan Hill resident
Mountain View	Renee Gunn , Senior Civil Engineer, Public Works Department Gabrielle Abdon , Assistant Engineer, CFM	Kevin Conant , PG&E
Palo Alto	Rajeev Hada , Project Engineer, CFM, Public Works Department, Engineering Services Division, Floodplain Manager	Dan Melick , CERT Volunteer, City of Palo Alto resident
San Jose	Arlene Lew , Principal Engineering Technician Vivian Tom , Senior Transportation Specialist, Department of Public Works Development Services Division	Shari Carlet , City of San Jose resident, certified Floodplain Manager
Santa Clara	Evelyn Liang , Senior Civil Engineer Falguni Amin , Principal Engineer, Public Works – Engineering	Kevin Moore , Retired City Council member
Saratoga	David Dorcich , PE, QSP/D, Associate Civil Engineer, Community Development Department, Floodplain Manager	Rebecca Gallardo , Real Estate Agent for Interio, a Berkshire Hathaway Affiliate, servicing all areas of the Bay Area
Sunnyvale	Tamara Davis , Senior Management Analyst	Jeff Holzman , Director, Real Estate District Development Google Agnes Veith , City of Sunnyvale resident
Valley Water	Trisha Howard , Program Administrator Paola Giles , Public Information Representative III Sherilyn Tran , Office of Civic Engagement Unit Manager	Nikki Rowe , American Red Cross

Note: Since the development of the 2021 PPI there may have been changes to a community's 2021 PPI Committee members (either the local government representatives and/or the external stakeholders). Those member changes are noted on the meeting attendance sheets.

Appendix A CRS Creditable Outreach and Flood Response Projects by CRS Community Santa Clara County Multi-Jurisdictional PPI 2021 FY 2026 (Year 5) Outreach Projects Accomplishments by CRS Communities							
Audience	Message	Outcome	Project(s) Proposed to Support the Messages (XX denotes Community acronym, and Outreach Project #) SEARCH FOR YOUR COMMUNITY’S OP HERE	Assignment	Schedule	Stakeholder	FY 2026 (Year 5 of the 2021 PPI) Outreach Projects Accomplishments INPUT HERE ONLY
Community At Large (CAL) - Multilingual Communities - Groups with Special Evacuation Needs - New Residents, Visitors and Tourists	Topic 1: Know your flood hazard Message 1A - Know your flood risk Message 1B - Contact your floodplain manager to find out if your property is in a floodplain Message 1C - Check if your home or business is in a Special Flood Hazard Area Topic 2: Insure your property for your flood hazard Message 2A - Get flood insurance ahead of time Message 2B – Insure your property Message 2C – There is a 30-day waiting period for the policy to take place Topic 3: Protect people from the flood hazard Message 3A - Put your 3-day emergency kit together Message 3B - Follow evacuation orders Message 3C – Learn the best route to high ground Topic 4: Protect your property from the flood hazard Message 4A - Protect your property from the flood hazard Message 4B - Prepare your home Message 4C - Sandbags can offer protection against a foot or less of floodwater Message 4E - Get sandbags before a flood Topic 5: Build responsibility Message 5A - Build responsibly in floodplains Message 5B - Comply with development requirements Message 5C - Check with your local floodplain manager before you build Topic 6: Protect natural floodplain functions Message 6A -Keep creeks clean and flowing Message 6B - Keep debris and trash out of our streams Message 6C - Don’t pollute, dump, or drain anything in creeks Topic 7: Develop a Family Emergency Plan Message 7A: Develop an emergency plan Topic 8: Download disaster Apps Message 8A - Download disaster emergency apps Topic 9: Understand shallow flooding risks – don’t drive through standing water Message 9A - Understand shallow flooding risks - don’t drive through standing water FEMA’s message: “Turn Around Don’t Drown®.”	Educate our community on flood protection and preparedness measures	(VW OP #01) Multi-language Countywide Mailer (CWM) to every postal address in Santa Clara County (Topics 1-5 and 7, 8)	Valley Water Communications	Each late October or November	All Santa Clara County CRS Communities	Effective the FY25 flood season (starting in October 2024), Valley Water no longer produces a Countywide Mailer (CWM) that promotes flood messaging. On 1/14/25, during Valley Water’s CRS 5-year cycle visit, we informed our ISO CRS Specialist, Marlene Jacobs, of this change. We explained that in place of the CWM, Valley Water now sends out the following two additional targeted mailers to residents and businesses in the FEMA-designated Special Flood Hazard Area (SFHA). Hard and soft copies are provided to all Santa Clara County cities and the county. Flood Tips Postcard includes all 9 PPI Topic Messages: https://s3.us-west-1.amazonaws.com/valleywater.org.us-west-1/s3fs-public/VW-Flood%20Postcard-Vertical-bleed-CMYK-Outlined-Final.pdf Flood Trifold includes 5 PPI Topic Messages: https://online.flipbuilder.com/tkap/vbsr/ All Santa Clara County communities support and promote Valley Water’s outreach projects.

Appendix A CRS Creditable Outreach and Flood Response Projects by CRS Community Santa Clara County Multi-Jurisdictional PPI 2021 FY 2026 (Year 5) Outreach Projects Accomplishments by CRS Communities							
Audience	Message	Outcome	Project(s) Proposed to Support the Messages (XX denotes Community acronym, and Outreach Project #) SEARCH FOR YOUR COMMUNITY’S OP HERE	Assignment	Schedule	Stakeholder	FY 2026 (Year 5 of the 2021 PPI) Outreach Projects Accomplishments INPUT HERE ONLY
			(VW OP #02) Distributes a soft copy of our Flood Safety Tips brochure for all SCC CRS communities' use (print hard copies to distribute at events and/or post of flood preparedness webpages) (Topics 1-9)	Valley Water Communications	Annually, November/December	All Santa Clara County CRS Communities	In January 2026, Valley Water mailed out the trifold guide titled “You Live in a Flood Zone: Beware, Be Ready, Be Flood Safe.” This multilingual resource outlines actions residents can take to protect their lives and property before, during, and after a flood. Additionally, it includes a QR code that directs readers to valleywater.org/floodready for more tips and tools on flood preparedness. Link to Trifold In mid-October 2025, Valley Water released the 'Be Flood Safe' Social Media Toolkit for the 2025-2026 Flood Awareness Outreach Partner. This toolkit was made available for download to all partnering agencies, including CRS communities. It featured digital and social media banners and animations highlighting key calls to action: know your risk, sign up for emergency alerts, and find sandbags. Additionally, the toolkit included multilingual graphics showcasing essential tips and provided an option to request co-branded bill inserts and postcards. The toolkit includes the following items which contained messages for all nine flood awareness tips (PPI CRS message topics) for all Santa Clara County communities to use: • Be Flood Safe • Know your floopd risk • Sign up for emergency alerts • Get free sandbags • Flood zone cards and banners • Multilingual Flood Ready tips Cupertino distributes copies of Valley Water’s Flood Safety Tips at various fairs/events (i.e., Earth Day Festival) and provides additional copies for the public on display at City Hall. Cupertino also has a direct link to Valley Water’s annual mailer and Flood Ready webpage on the City’s “Floodplain Management” webpage. Los Altos distributes brochures available at City Hall, library, and community center. They are also distributed at community events (emergency training, wine stroll, etc.). Morgan Hill hosted 'National Night Out' on August 5, 2025. Flood preparedness information (flood safety brochures, red 'Get Flood Ready' tote bags with emergency supply list, and emergency first aid kits) was distributed. Valley Water’s flood safety brochures were also available at City Hall. Mountain View promotes and distributes Valley Water’s Flood Safety Tips and emergency kits at fairs (i.e., Earth Day Celebration, Community Summer Kick-Off Event). Valley Water's flood safety brochures are available at city hall. Palo Alto promotes and distributes Valley Water's Flood Safety Tip and emergency kits at fairs (i.e., Earth Day Festival) and provides as an informational item on Utility Inserts sent every year. Valley Water’s flood safety brochures are available at city hall. The City of Santa Clara has hard copy brochures available at city hall and central library. They are distributed at the yearly art & wine festivals as well. All Santa Clara County communities support and promote Valley Water’s outreach projects.
			(CUP OP #03) Flood notice in the local newsletter, “The Cupertino Scene” (Topics 1-9)	City of Cupertino	Each October or November issue	N/A	Cupertino changed the frequency of the local newsletter from monthly to quarterly. Therefore, the annual flood preparation article was published in the Fall 2025 edition of “The Cupertino Scene” (Aug-Nov).
			(LA OP #04) Two (2) newspapers ads, in the Los Altos Town Crier (Topics 1-5)	City of Los Altos	Each fall	N/A	Los Altos published two newspaper ads titled “Assess Your Flood Risk and Flood Insurance Availability” on 11/5/25 and on 11/12/25 in the Los Altos Town Crier.

Appendix A CRS Creditable Outreach and Flood Response Projects by CRS Community Santa Clara County Multi-Jurisdictional PPI 2021 FY 2026 (Year 5) Outreach Projects Accomplishments by CRS Communities							
Audience	Message	Outcome	Project(s) Proposed to Support the Messages (XX denotes Community acronym, and Outreach Project #) SEARCH FOR YOUR COMMUNITY’S OP HERE	Assignment	Schedule	Stakeholder	FY 2026 (Year 5 of the 2021 PPI) Outreach Projects Accomplishments INPUT HERE ONLY
			(LAH OP #05) The town’s “Our Town” quarterly newsletter includes information on flood preparedness. The newsletter is mailed out town-wide and is also available online on the town’s website (Topics TBD during cycle visit)	Town of Los Altos Hills	Each fall	N/A	Town of Los Altos Hills: No update available - non-CRS participating community.
			(LAH OP #06) The town distributes various flood preparedness and safety materials at events, including Valley Water’s annual floodplain mailer and promotional items (e.g., emergency starter kits, Get Flood Ready Emergency Supply Checklist tote bags, etc.), FEMA flood insurance information, ReadySCC, and American Red Cross Flood apps, AlertSCC, sandbag guidelines, flood protection project-specific notices, FEMA NFIP materials, and preparedness activity/coloring books, etc.) to the public	Town of Los Altos Hills	Annually, spring and late summer	N/A	Town of Los Altos Hills: No update available - non-CRS participating community.
			(MIL OP #07) “Flood Public Advisory” brochure to the community at large (Topics 1-6)	City of Milpitas	Each December to January	N/A	Milpitas: Utility bill inserts was sent to every address in Milpitas in May 2026, and will be sent out within the fiscal year going forward. This was sent out in four languages (English, Vietnamese, Spanish, and Chinese).
			(MH OP #08) Sends a citywide “Flood Report” brochure (Topics 1-9)	City of Morgan Hill	Annually, close to or during the start of the rainy season	N/A	The City of Morgan Hill will mail out citywide the “2026 Flood Report” in August/September 2026.
			(MV OP #09) Sends “The View” citywide newsletter, Winter version, includes information on flood risk, flood safety, and the importance of buying flood insurance (Topics 1-9)	City of Mountain View	Fall newsletter edition	N/A	Mountain View sent out “The View” for Fall/Winter 2025 with information on flood risk, flood safety, and the importance of buying flood insurance (Topics 1-9)
			(MV OP #10) Mails a utility bill insert to all resident and businesses that contains information on flood risk, flood safety, and the importance of buying flood insurance (Topics 9)	City of Mountain View	Between July - September	N/A	Mountain View sent out Valley Water’s Get Flood Ready flier as a utility billing insert to every City utility customer in Winter 2025/2026.
			(PA OP #11) Sends the “Are You Ready for Winter Storms?” flier (aka utilities insert) to all residents and businesses in the City, along with their utility bills (Topics 1-9)	City of Palo Alto	Each Fall	N/A	Palo Alto sent “Are You Ready for Winter Storms?” fliers to all residents and businesses along with their utility bills in September 2025. The social media ad campaign (i.e. Facebook, Instagram, Nextdoor) was also included in the utility bills that went out in September 2025.
			(PA OP #12) Sends out utility announcement, “Anytime it can rain, it can flood. Don’t get caught off-guard” (Topics 1, 2,3, 4, 5, 6, 7, & 9 – will pursue adding other topic)	City of Palo Alto	Each March/April	N/A	Palo Alto sent a utility announcement as an informational announcement on utility bills went out in December 2025. Effective FY23, the City’s Public Works Department shifted from the March/April time frame of this announcement, to December each year.
			(PA OP #13) The city distributes various flood preparedness and safety documents, including FEMA NFIP materials for public/policyholders	City of Palo Alto	Year Round	N/A	Palo Alto distributed flood preparedness documents, including the emergency starters kit, during Earth Day Event on 4/19/26 and MSC Open House on 7/26/2025 and also makes informational materials available in our HQ lobby.
			(SC OP #14) Mails out a citywide newsletter for residents and businesses called “Inside Santa Clara” (Topics 1-9)	City of Santa Clara	Each fall	N/A	Santa Clara: The latest Inside Santa Clara issue was sent out in the biannual newsletter, with the flood information provided in the Fall/Winter 2025 Edition

Appendix A CRS Creditable Outreach and Flood Response Projects by CRS Community Santa Clara County Multi-Jurisdictional PPI 2021 FY 2026 (Year 5) Outreach Projects Accomplishments by CRS Communities							
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		Educate our community on flood protection and preparedness measures Increase in 'hits' on Valley Water and communities Flood Protection Resources webpage These website projects are credited under Activity 350 – Flood Protection Information, element c). Flood protection website (WEB), not credited under Activity 330 Note: To receive any WEB credit, the community's website must meet the following criteria: The community must check the website's links at least monthly, and fix those that are no longer accurate. At least annually, the community must review the content to ensure that it is still current and pertinent	(VW OP #15) Flood Ready webpage: Flood & Safety, Flood Protection Resources, includes floodplain and countywide mailers https://www.valleywater.org/bfloodready	Valley Water	Year Round	All Santa Clara County CRS Communities	Valley Water continues to maintain/update our Flood Ready landing page to ensure content is relevant and current and that there are no broken links. At the May 2025 CRS Users Group/PPI Committee Meetings, CRS communities were reminded to review/update their respective flood protection resources landing pages. At the 5/14/25 CRS Users Group/PPI Committee Meeting (agenda item 4), there was discussion regarding Valley Water's webpage redesign, including updates to our Flood Ready landing page. Cupertino's "Floodplain Management" webpage has a link that redirects to Valley Water's Flood Ready landing page. Gilroy's "Flood Management" and "Emergency Preparedness" web pages link to Valley Water's Flood ready landing page. Los Altos' "Floodplain Management Information" web page links to Valley Water's Flood Ready web page. Morgan Hill's "Floodplain Management" landing page redirects to Valley Water's Flood Ready landing page. Mountain View's "Flood Protection and Insurance Information" webpage links to Valley Water's Flood Ready web page. Palo Alto's "Flood Information and Winter Storm Preparedness" webpage redirects to Valley Water's Flood Ready landing page. City of Santa Clara's "Flood Protection Information" web page redirected to Valley Water's Flood Ready page. All Santa Clara County communities flood protection resource landing pages redirect to Valley Water's Flood Ready landing page.

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			(ALL OP #16) All communities' website flood protection resources webpage includes language that contains the three additional PPI priority messages noted below: 7. Develop an emergency plan 8. Download disaster apps 9. Understand shallow flooding risks—don't drive through standing water (Above-noted numbering are listed in order of the 2021 PPI).	All Santa Clara County Communities	Year Round	N/A	Valley Water's flood protection resources landing page includes the top 6 CRS priority topic messages, as well as the 3 additional messages identified in the 2021 PPI (page 45). Reminders to verify that the required language/links were on all community's websites were discussed at both the 3/26/24 and 5/29/24 CRS Users Group/PPI Meetings. Cupertino's "Floodplain Management" webpage has a link to Valley Water's annual mailer which includes the CRS 9 topics. Gilroy's "Emergency Preparedness" webpage redirects to Valley Water's Flood Ready landing page, '9 Essential Tips to Get Flood Ready.' Our Emergency Preparedness page also includes topics 7, 8, and 9. Morgan Hill's "Flood Information, Floodplain Management" webpage will include a link to the "2026 Flood Report" in August/September 2026. The "2026 Flood Report" will include the CRS 9 topics. Mountain View's "Flood Protection and Insurance Information" webpage has a link to Valley Water's annual mailer which includes the CRS 9 topics. Palo Alto's utility insert includes all three additional PPI priority messages, and the Flood Information and Winter Storm Preparedness website has a link to the utility insert which shows the three additional PPI. City of Santa Clara's "Flood Protection Information" web page includes resources for preparedness.
			(SCC OP #17) Hosts a "Storm and Flood Information and Resources" webpage available for all residents in the county, includes re-directing to www.floodsmart.gov https://www.sccgov.org/sites/opa/Pages/storm.aspx	Santa Clara County Office of Public Affairs	Year Round	N/A	Santa Clara County: No update available - non-CRS participating community
			(SCC OP #18) Hosts a "Flood Safety Information" webpage, includes re-directing to www.valleywater.org/floodready https://cpd.sccgov.org/flood-safety-information	Santa Clara County Consumer Protection Division	Year Round	N/A	Santa Clara County: No update available - non-CRS participating community
			(SCC OP #19) Hosts a "Be a Prepared Community Member" webpage that includes emergency preparedness information https://emergencymanagement.sccgov.org/be-prepared-community-member	Santa Clara County Office of Emergency Management	Year Round	N/A	Santa Clara County: No update available - non-CRS participating community
			(SCC OP #20) Hosts a "People with Access and Functional Needs (AFN)" webpage https://emergencymanagement.sccgov.org/people-access-and-functional-needs-afn	Santa Clara County Office of Emergency Management	Year Round	N/A	Santa Clara County: No update available - non-CRS participating community

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			(CUP OP#21) Hosts a “Citizen Preparedness” webpage that includes emergency preparedness information, includes re-directing to Valley Water’s www.valleywater.org/floodready webpage https://www.cupertino.org/residents/community-services-programs/emergency-services/citizen-preparedness	City of Cupertino Office of Emergency Services	Year Round	N/A	Cupertino has archived the “Citizen Preparedness” webpage and created a new “Floodplain Management” webpage: https://www.cupertino.gov/Your-City/Departments/Public-Works/Permitting-Development-Services/Floodplain-Management
			(GIL OP #22) The city hosts an “Emergency Preparedness” webpage Emergency Preparedness Gilroy, CA - Official Website (cityofgilroy.org) (listed in Appendix B)	City of Gilroy Fire Department	Year Round	N/A	Gilroy continues to maintain an “Emergency Preparedness” webpage, including a link that redirects to Valley Water’s Flood Ready landing page, the National Weather Service webpage, Ready.gov, FloodSmart.gov, and the City’s Flood Management webpage. The Emergency Preparedness webpage is reviewed once a month and updated as needed.
			(LA OP #23) The city’s Public Works Department hosts a ‘Flood Zone Information’ webpage on its website (listed in Appendix B) https://www.losaltosca.gov/publicworks/page/flood-zone-information	City of Los Altos Public Works Department	Year Round	N/A	Los Altos’ webpage is updated as needed. The webpage URL is: https://www.losaltosca.gov/422/Floodplain-Management-Information
			(LAH OP #24) The town hosts a “Flood Information” webpage on the town’s website. This webpage includes information on the PPI nine topics, including a supporting message. The webpage redirects to the following key resource websites: www.valleywater.org/floodready, www.floodsmart.org, www.ready.gov, and www.weather.gov	Town of Los Altos Hills	Year Round	N/A	Town of Los Altos Hills: No update available - non-CRS participating community.
			(LG OP #25) The town’s website encourages residents and businesses to purchase flood insurance and redirects visitors to www.floodsmart.gov	Town of Los Gatos	Year Round	N/A	Town of Los Gatos: No update available - non-CRS participating community
			(MIL OP #26) The city’s’ website has a “Flood Information” webpage that contains information on several of the PPI message topics; the webpage also redirects to Valley Water, FEMA, NOAA, www.floodsmart.gov, www.Ready.gov, and USGS webpages The city’s website also has a “Important Flood Hazard Information” webpage that contains information on several of the PPI message topics; the webpage also redirects to Valley Water, FEMA, NOAA, www.floodsmart.gov (listed in Appendix B) https://www.ci.milpitas.ca.gov/milpitas/departments/engineering/flood-information/	City of Milpitas Engineering Department	Year Round	N/A	Milpitas: On-going. Link: https://www.milpitas.gov/280/Flood-Information

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			(MH OP #27) The city’s website has a “Flood Information, Floodplain Management” webpage that contains city’s flooding information which redirects to their Floodplain Management page and includes a link to the city’s latest annual “Flood Report.” The webpage redirects Valley Water’s flood ready webpage and also contains FEMA flood information http://www.morgan-hill.ca.gov/747/Flood-Information Floodplain Management City of Morgan Hill, CA - Official Website	City of Morgan Hill Engineering Land Development	Year Round	N/A	Morgan Hill’s “Flood Information, Floodplain Management” webpage will include a link to the “2026 Flood Report” brochure which will be mailed out citywide in August/September 2026.
			(MH OP #28) The city’s website has an “Emergency Preparedness” webpage (listed in Appendix B) http://www.morgan-hill.ca.gov/133/Emergency-Preparedness	City of Morgan Hill Police Department	Year Round	N/A	Morgan Hill continues to maintain its “Emergency Preparedness” landing page. The Emergency Preparedness landing page promotes “Do 1 Thing”, a 12-month program with a goal of assisting the community to be better prepared for emergencies and disasters.
			(MV OP #29) Hosts a “Flood Protection and Insurance Information” webpage on its website (listed in Appendix B) www.mountainview.gov/depts/pw/flood_protection.asp	City of Mountain View Public Works Department	Year Round	N/A	City of Mountain View’s “Flood Protection and Insurance Information” web page includes resources for preparedness and links to Valley Water’s Floodplain Mailer.
			(PA OP #30) Hosts a “Floodplain Management” webpage (listed in Appendix B) https://www.cityofpaloalto.org/gov/depts/pwd/stormwater/floodzones.asp	City of Palo Alto Public Works Department	Year Round	N/A	Palo Alto continues to host the “Floodplain Management” webpage that has all relevant information regarding flood plain management topics.
			(PA OP #31) Hosts a “Flood Safety Tips” webpage www.cityofpaloalto.org/storms; flood_safe_11-16.cdr (cityofpaloalto.org)	City of Palo Alto Public Works Department	Year Round	N/A	Palo Alto continues to host the “Flood Information and Winter Storm Preparedness Webpage” which has links to the “Flood Safety Tips” flier under ‘Before the Storm Additional Information.’
			(PA OP #32) Hosts a ‘Creek Monitor’ webpage (listed in Appendix B) https://www.cityofpaloalto.org/gov/depts/pwd/creek_monitor/default.asp	City of Palo Alto Public Works Department	Year Round	N/A	Palo Alto continues to host the real time creek monitor webpage that warns residents of imminent danger of flooding.
			(PA OP #33) Hosts a “Flood Information and Winter Storm Preparedness” web page which contains useful information for flood readiness (listed in Appendix B) https://www.cityofpaloalto.org/services/public_safety/flood_information_winter_storms/default.asp	City of Palo Alto Office of Emergency Services	Year Round	N/A	Palo Alto continues to host the “Flood Information and Winter Storm preparedness” website has useful information on flood preparedness for before storm, during storm and after storm.
			(SJ OP #34) The city’s webpages includes a “Flood Hazard Zones” webpage which includes information of flood preparedness https://www.sanjoseca.gov/your-government/departments/public-works/development-services/floodplain-management	City of San Jose Public Works, Development Services	Year Round	N/A	San Jose: Website includes flood zone and flood smart information. Updated link: https://www.sanjoseca.gov/your-government/departments-offices/public-works/development-services/flood-hazard-zone
			(SC OP #35) The city’s “Flood Protection Information” webpage contains valuable information on flood related topics https://www.santaclaraca.gov/our-city/departments-g-z/public-works/engineering/design-engineering/flood-protection (also listed in Appendix B)	City of Santa Clara	Year Round	N/A	Santa Clara: Website is updated and maintains flood topic information
			(SAR OP #36) The city’s website encourages residents/businesses to purchase flood insurance and redirects visitors to www.floodsmart.gov	City of Saratoga	Year Round	N/A	Saratoga: No update available - non-CRS participating community

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			(SAR OP #37) The city has a “Staying Safe, Winter Storms” webpage. They have also linked the city's Winter Storms webpage to Valley Water’s Flood Ready webpage https://www.saratoga.ca.us/218/Winter-Storms	City of Saratoga	Year Round	N/A	Saratoga: No update available - non-CRS participating community
			(SUN OP #38) The city has a “Flood Protection” webpage Sunnyvale, CA - Flood Protection (listed in Appendix B)	City of Sunnyvale	Year Round	N/A	Sunnyvale: The City continues to maintain its flood protection website.
	Topics 1-9 and supporting messages Flood Awareness Media Campaign, including social media	Educate our community on flood protection and preparedness measures	(VW OP #39) Conducts a flood awareness media campaign, reaching the community at large, including our multilingual community. Many of the Santa Clara County CRS Communities recognize Valley Water’s Flood Awareness Campaign and link it on their community’s flood information web page and redirect to Valley Water’s Flood Ready webpage (Topics 1-9) Campaign features social media videos and postings on various platforms (i.e., Facebook, Twitter, Instagram, Nextdoor, etc.), digital banners, newspaper advertorials, radio ads, billboards, utility bill inserts for communities to use, communities redirect to ValleyWater.org/FloodReady and television/mobile ads targeting residents who live in flood-prone areas and multilingual ethnic communities	Valley Water Communications	Annually, for the duration of the rainy season, typically from November to April	All Santa Clara County CRS Communities	Valley Water's FY26 Flood Awareness Campaign centered around the theme, "You Live in a Flood Zone: Beware. Be Ready. Be Flood Safe." The outreach utilized digital geo-targeting technologies to effectively reach businesses and residents within the flood zone. The primary goals of the campaign were to raise awareness about flood risks, encourage residents to sign up for emergency alerts, and inform them on how to obtain sandbags. Additionally, the campaign highlighted our Surface Water Data Portal, where residents can access the latest information regarding local creek and reservoir levels. To enhance Valley Water’s community outreach efforts, an educational paid advertising campaign was implemented. Polling results from the previous winter campaign informed this advertising initiative, allowing us to better understand our target audiences and their levels of awareness. The Flood Awareness Campaign ran for six months, from October 2025 to February 2026, at a total cost of \$380.00. This campaign combined outdoor and digital geo-targeted advertising, supplemented by three direct multilingual mailings sent to approximately 48,154 homes and businesses located in or near high-risk flood areas, as designated by the FEMA Special Flood Hazard Area (SFHA). See Attachment 3 of the FY26 Annual Evaluation Report for flood awareness campaign and post campaign survey details. Los Altos included an insert provided by Valley Water to all residents and businesses via a refuse collection bill insert in November 2022 (non-residential) and January 2023 (residential). Morgan Hill's flood preparedness outreach efforts for FY26 are listed below: - August 5, 2025 - Hosted 'National Night Out.' Flood preparedness information (flood safety brochures and red 'Get Flood Ready' tote bags with emergency supply list), and emergency first aid kits were distributed to the public. - September 3, 2025 - Proclaimed September 2025 as National Preparedness Month. All Santa Clara County communities support and promote Valley Water’s outreach projects.

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			(VW OP #40) As part of the flood awareness campaign, a 'Get Flood Ready, Social Media and Web Resources Guide' is provided to all cities/county in Santa Clara County for their use as part of their outreach efforts	Valley Water	Upon the completion of the annual FPM	All Santa Clara County CRS Communities	In November 2025, Valley Water released the 'Be Flood Safe' Social Media Toolkit for the 2025-2026 Flood Awareness Outreach Partner. This toolkit was made available for download to all partnering agencies, including CRS communities. It featured digital and social media banners and animations highlighting key calls to action: know your risk, sign up for emergency alerts, and find sandbags. Additionally, the toolkit included multilingual graphics showcasing essential tips and provided an option to request co-branded bill inserts and postcards. See Attachment 3 of the FY26 Annual Evaluation Report for flood awareness campaign and post campaign survey details. Los Altos has included links to the flood awareness campaign web resources in electronic newsletters during the 2022/2023 flood season and on the city’s website. Morgan Hill’s Public Information utilizes Valley Water’s Get Flood Ready social media and resources in the City’s social media, City website, and City newsletters as they deem applicable on any given period. Mountain View’s “Flood Protection and Insurance Information” webpage has links to Valley Water’s Get Flood Ready webpage. Palo Alto has Valley Water’s Flood Awareness Campaign linked on the City’s Flood Information and Winter Storm Preparedness website. Santa Clara has Valley Water’s Flood Awareness Campaign linked on the City’s Public Works, Engineering, Flood Protection Information landing page on their website. All Santa Clara County communities flood protection resource landing pages redirect to Valley Water’s Flood Ready landing page.
			(SCC OP #41) Shares Valley Water’s digital social media resource links during the flood season. The “Floods Follow Fires. Are you Ready?” and “Got Sandbags” messages redirect to Valley Water’s website. Messages are used on social media, short form newsletter, short form email, web, and Nextdoor	Santa Clara County Office of Emergency Management	Year Round	N/A	Santa Clara County: No update available - non-CRS participating community
			(CUP OP #42) Recognizes the robust social media campaign led by Valley Water and has linked the city’s main flood preparation webpage to Valley Water’s Flood Ready webpage	City of Cupertino	Year Round	N/A	Cupertino continues to maintain the “Floodplain Management” webpage, including a link that redirects to Valley Water’s Flood Ready webpage.
			(GIL OP #43) The city recognizes Valley Water’s Flood Awareness Campaign and has linked the city’s main flood webpage to Valley Water’s Flood Ready webpage	City of Gilroy	Year Round	N/A	Gilroy: The “Emergency Preparedness” and Public Works “Flood Management” webpage both link to Valley Water’s Flood Ready webpage.
			(LAH OP #44) The town recognizes Valley Water’s Flood Awareness Campaign and has linked the town’s main flood webpage to Valley Water’s Flood Ready webpage	Town of Los Altos Hills	Year Round	N/A	Town of Los Altos Hills: No update available - non-CRS participating community
			(LG OP #45) Recognizes Valley Water’s Flood Awareness Campaign and has linked the Town’s main flood webpage to Valley Water’s Flood Ready webpage	Town of Los Gatos	Year Round	N/A	Town of Los Gatos: No update available - non-CRS participating community

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			(MV OP #46) The city does a social media notification about storm preparation for winter storms ahead of time. The notification directs residents to their “Flood Protection and Insurance Information” webpage. The city has also linked the city’s webpage to Valley Water’s Flood Ready webpage	City of Mountain View	Year Round	N/A	Mountain View shared several social media posts before, during and after the major rain events during the winter. Posts included information on preparation, forecasts for rain events and real time updates on current flooding.
			(SC FRP #47) City publishes social media posts, on Facebook, Twitter, and other platforms, focused on safety. The city has prepared a pre-flood plan (FRP) for public information projects that will be implemented before, during, and after a storm/flood, as well as identifying who is responsible for posting these messages, what type of events they apply to, what social media platforms to post to and how often	City of Santa Clara Office of Emergency Services	During the storm season	N/A	Santa Clara: Information was posted on social media for flood awareness week led by City Streets Division.
			(SJ OP #48) Recognizes Valley Water’s Flood Awareness Campaign and has linked the city’s main flood webpage to Valley Water’s Flood Ready webpage. Keeps Valley Water’s floodplain mailer static location at City Hall for residents to pick-up and is also distributed at various events throughout the year	City of San Jose	Year Round	N/A	San Jose places Valley Water’s FPM at City Hall and their website redirects to Valley Water’s Flood Ready webpage. The City recognizes and supports Valley Water’s Flood Awareness Campaign.
			(SAR OP #49) Recognizes Valley Water’s Flood Awareness Campaign and has linked the city’s main flood webpage to Valley Water’s Flood Ready webpage	City of Saratoga	Year Round	N/A	Saratoga: No update available - non-CRS participating community
			(SAR OP #50) The city does a social media notification about storm preparation for winter storms ahead of time	City of Saratoga	Year Round	N/A	Saratoga: No update available - non-CRS participating community
			(SUN OP #51) The city actively posts flood safety and preparedness messaging through social media platforms (i.e., Facebook and Twitter)	City of Sunnyvale Environmental Services	During the rainy season (October – March)	N/A	Sunnyvale: City staff posted information to Facebook regarding keeping the storm drain clear to prevent clogging.

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	Topics 1-9 and supporting messages Community Events – Distribute flood preparedness materials to the community	Educate our community on flood protection and preparedness measures Increase in 'hits' on Valley Water and cities Flood Protection Resources pages and improve Valley Water's Flood Campaign results Residents less stress during emergencies and better prepared before a flood event	(VW OP #52) Copies of Valley Water's multilanguage floodplain mailer is made available to all Santa Clara County CRS Communities to disseminate at various events, including keeping the mailer static in lobby areas for visitors to pick-up. Valley Water attends various communities' events/fairs throughout the county and disseminates flood readiness materials, including various FEMA flood-related publications and Valley Water flood ready materials (Topics 1– 9)	Valley Water	Annually, September - May	All Santa Clara County CRS Communities	The below table reflects the quantities requested/sent by/to the agencies. Copies of Valley Water's FPM were delivered in early January 2026. <table><tr><td>Community</td><td>Floodplain Mailer</td></tr><tr><td>City of Cambell</td><td>25</td></tr><tr><td>City of Cupertino</td><td>50</td></tr><tr><td>City of Gilroy</td><td>25</td></tr><tr><td>City of Los Altos</td><td>50</td></tr><tr><td>Town of Los Altos Hills</td><td>25</td></tr><tr><td>Town of Los Gatos</td><td>25</td></tr><tr><td>City of Milpitas</td><td>50</td></tr><tr><td>City of Monte Sereno</td><td>25</td></tr><tr><td>City of Morgan Hill</td><td>150</td></tr><tr><td>City of Mountain View</td><td>25</td></tr><tr><td>City of Palo Alto</td><td>100</td></tr><tr><td>City of San Jose</td><td>50</td></tr><tr><td>City of Santa Clara</td><td>25</td></tr><tr><td>County of Santa Clara</td><td>25</td></tr><tr><td>City of Saratoga</td><td>25</td></tr><tr><td>City of Sunnyvale</td><td>25</td></tr><tr><td>Valley Water CRS Program</td><td>150</td></tr></table> The FPM is posted on our website https://online.flipbuilder.com/tkap/fbzo/ Cupertino distributes copies of Valley Water's Floodplain Mailer at various fairs/events and provides additional copies for the public on display at City Hall. Los Altos distributes copies of the Valley Water's Floodplain Mailer and postcards at City Hall and Community Center buildings. Mountain View distributes copies of Valley Water's Floodplain Mailer and postcards at City Hall and during tabling events such as Earth Day. Palo Alto distributes Valley Water's multi-language floodplain mailer during fairs during Earth Day event and Palo Alto's Open House every year. Santa Clara: Fliers and additional information are currently at city hall and public library. All Santa Clara County communities support and promote Valley Water's outreach projects.	Community	Floodplain Mailer	City of Cambell	25	City of Cupertino	50	City of Gilroy	25	City of Los Altos	50	Town of Los Altos Hills	25	Town of Los Gatos	25	City of Milpitas	50	City of Monte Sereno	25	City of Morgan Hill	150	City of Mountain View	25	City of Palo Alto	100	City of San Jose	50	City of Santa Clara	25	County of Santa Clara	25	City of Saratoga	25	City of Sunnyvale	25	Valley Water CRS Program	150
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City of Saratoga	25																																										
City of Sunnyvale	25																																										
Valley Water CRS Program	150																																										
			(CUP OP #53) Distributes flood readiness outreach materials at various events/ facilities	City of Cupertino	Year Round, as needed	N/A	Cupertino distributes copies of Valley Water's Floodplain Mailer and other promotional items provided by Valley Water at various fairs/events and provides additional copies of the mailer for the public on display at City Hall.																																				
			(GIL OP #54) Participates in two fair/events: Gilroy Garlic Festival (GF) and city's Public Works Week Community Open House (PWWCOH)	City of Gilroy	End of July (GF) Typically, in May (PWWCOH)	N/A	Gilroy: There was no Garlic Festival (due to the shooting at this festival in July 2019, the City has postponed this event indefinitely), so no materials were distributed at this event. However, on August, 2025, the City hosted National Night Out where flood readiness materials were distributed. Materials were also distributed during the PWWCOH on May 20, 2026.																																				
			(LAH OP #55) Hosts two events - Earth Day (ED) and the Town Picnic (TP)	Town of Los Altos Hills	Annually, Spring (ED) and late Summer (TP)	N/A	Town of Los Altos Hills: No update available - non-CRS participating community																																				

Appendix A CRS Creditable Outreach and Flood Response Projects by CRS Community Santa Clara County Multi-Jurisdictional PPI 2021 FY 2026 (Year 5) Outreach Projects Accomplishments by CRS Communities							
Audience	Message	Outcome	Project(s) Proposed to Support the Messages (XX denotes Community acronym, and Outreach Project #) SEARCH FOR YOUR COMMUNITY’S OP HERE	Assignment	Schedule	Stakeholder	FY 2026 (Year 5 of the 2021 PPI) Outreach Projects Accomplishments INPUT HERE ONLY
			(MIL OP #56) Distributes FEMA flood-related publications at various events	City of Milpitas	Year Round	N/A	Milpitas: Ongoing. Distributed flood ready kits and informational publications on Earth Day event on April 18, 2026, National River Cleanup Day event on May 16, 2026, and the City Farmer's Market on June 21, 2026.
			(MV OP #57) The city participates Mountain View Art & Wine Festival (MVA&WF) and Thursday Night Live (TNL) and distributes flood preparedness information	City of Mountain View	Each September (MVA&WF) Months of June/July (TNL)	Valley Water	Mountain View attends various events such as Earth Day and Public Works Week and distributes flood readiness fliers and handouts during these events.
			(PA OP #58) Staff hosts a flood readiness table at city's annual Earth Day (ED) event and at the city Municipal Corporation Open House (MCOH). Upon request, the city also participates in other fairs and promotes flood readiness, including Creekwise mailer/brochure	City of Palo Alto	Each April (ED) and July (MCOH)	Can vary depending on requests made to City to support fairs	Palo Alto hosted a flood readiness table at the Earth Day Event on 4/19/26 and hosted a table at the City Municipal Corporation Open House on 7/26/25(FY26).
			(SJ OP #59) Staff hosts and participates in the 'Building Permits and Home Safety Open House.' The city's also hosts 'Pumpkins in the Park' event which Valley Water staff participates in and promotes flood preparedness	City of San Jose	Each May and October	Valley Water	San Jose hosts the annual Building and Home Safety Open House. This year's open house was held on 5/22/25. The City also hosted "Pumpkins in the Park" on 10/12/24. Valley Water hosted an information booth and distributed flood preparedness information on flood safety and emergency preparedness materials, including Valley Water's annual floodplain mailer.
			(SC OP #60) City hosts a flood readiness table at the Art & Wine Festival. Valley Water also sponsors a table at the festival promoting flood preparedness and distributes various flood readiness materials to the community	City of Santa Clara	Each September	N/A	Santa Clara: Flood readiness table was set-up at Arts & Wine Festival September 2025. Flood promotional packets and fliers provided by Valley Water were distributed to visitors.
		Less damage due to the floods; improve sandbag distribution Fewer accidents and rescues	(SUN OP #61) City has permanent "Road May Flood" street signs in areas of the City prone to flooding and promotes the "Flood Zone Look Up" featured on the city's website	City of Sunnyvale	Year Round	N/A	Sunnyvale: Ongoing. City staff still promote the use of the "Flood Zone Lookup."
		Increase in inquiries on retrofitting measures. Decrease the number of repairs and elevations without permits. Increase number of repairs with permits Ensure people who are interested in protecting their property from flooding are getting the help they need Keep families safe	(CUP OP #62) The city offers Flood Protection Assistance, Property Protection Advice. Staff provides in-person flood risk consultation at the front counter and/or site visits when requested	City of Cupertino	Year Round	N/A	Cupertino: Ongoing. The City maintains a log of FEMA-related requests.
			(MIL OP # 63) The city offers Flood Protection Assistance, Property Protection Advice and provides in-person flood risk consultation at the front counter	City of Milpitas	Year Round	N/A	Milpitas: Ongoing. City maintains logs of FEMA-related requests.

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			(SC OP #64) The city offers Flood Protection Assistance, Property Protection Advice	City of Santa Clara	Year Round	N/A	Santa Clara: On-going per requests to the city
	Topic 6: Protect natural floodplain functions Message 6A -Keep creeks clean and flowing Message 6B - Keep debris and trash out of our streams Message 6C - Don’t pollute, dump, or drain anything in creeks	Cleaner streams and fewer dumping violations Fewer debris blockages during high-flow events Drainage inspectors report fewer calls and a decrease in the amount of trash removed	(VW OP #65) “Do Not Dump”/illegal dumping message is sent each year to all Santa Clara County residents in Valley Water’s CWM and FPM	Valley Water Communications	Each late October or November (CWM) Each November/December (FPM)	All Santa Clara County CRS Communities	<i>Valley Water’s FY26 FPM included the ‘Do Not Dump/Illegal to Dump’ (Topic 7 - Keep creeks clean and flowing, page 5) messaging. Additionally, Valley Water’s website ‘Get Flood Ready Essential Tips’ landing page contains ‘Keep debris and trash out of our streams,’ and the, dump, or drain anything in creeks’ under the ‘Flood Safety Advice: Before a Flood’ section., and our ‘Report Creek Blockages and local street flooding’ promotes the do not dump/illegal dumping message. https://www.valleywater.org/flooding-safety/flood-ready</i> <i>https://www.valleywater.org/flooding-safety/flood-ready/flood-safety-advice</i> <i>https://www.valleywater.org/flooding-safety/flood-ready/report-creek-blockages-local-flooding</i> <i>Valley Water hosted Coastal Cleanup Day (CCD) in September 2025 and National River Cleanup Day (NRCD) in May 2026 National River Cleanup Day. Reports are available here https://cleanacreek.org/past-results-2/</i> <i>Several Santa Clara communities participate in these clean-up events.</i> <i>Cupertino’s “Floodplain Management” webpage has a link to Valley Water’s Floodplain Mailer. The City also includes the “Do Not Dump” messaging in The Cupertino Scene’s annual flood preparedness article.</i> <i>Morgan Hill includes this message in their annual Flood Report. The 2026 Flood Report will be posted on the City’s “Floodplain Management” landing page in August/September 2026.</i> <i>Mountain View’s “Flood Protection and Insurance Information” webpage has a link to Valley Water’s Floodplain Mailer and notes who to call in the city to report illegal dumping.</i> <i>Palo Alto has Valley Water’s CWM and FPM linked on the City’s Flood Information and Winter Storm Preparedness website.</i> <i>All Santa Clara County communities support and promote Valley Water’s outreach projects.</i>
			(VW OP #66) “Do Not Dump” signs placed by waterways/channels	Valley Water O&M	Year Round	N/A	Valley Water’s Operations & Maintenance continues its practice of placing ‘Do Not Dump’ signs on waterways/ channels. All Santa Clara County communities support and promote Valley Water’s outreach projects.
			(VW OP #67) Lists Pollution Hotline number in all Project Notices	Valley Water Communications	Year Round	N/A	Valley Water’s website includes the pollution hotline number: https://www.valleywater.org/flooding-safety/flood-ready https://www.valleywater.org/flooding-safety/flood-ready/report-creek-blockages-local-flooding All Santa Clara County communities support and promote Valley Water’s outreach projects.

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			(SCC OP #68) Storm Drain Stenciling/Medallion Program	Santa Clara County	Year Round	All Santa Clara County CRS Communities	Mountain View installs Stenciling/Medallion on all catch basins and inlets in the public right of way. Palo Alto installs Storm Drain Stenciling/Medallion on all public right of way catch basin and inlets. City of Santa Clara: Medallion installed on public catch basins/inlets. Santa Clara County: No update available - non-CRS participating community.
			(SUN OP #69) The city’s “Horizon” newsletter, includes Do Not Dump messaging	City of Sunnyvale	Annually, fall	N/A	Sunnyvale: The City still produces the Horizon newsletter and includes a “Do Not Dump” message. It was published in fall 2025.
			(ALL OP #70) Developments that are modifying or constructing new catch basins/storm drains/inlets are required, per the below-noted permits, to stencil the “No Dumping! Flows to Bay.” In addition, some of these cities require all bid documents for capital projects which are modifying or constructing new catch basins, and require the contractors to install the same stencil. The program is also highlighted on cities’ websites. - South County municipalities are subject to the statewide “Phase II” NPDES Permit - North County municipalities are subject to the SF Bay Municipal Regional Stormwater NPDES Permit	All	Year Round	N/A	Valley Water mark’s each inlet with a “No Dumping! Flows to Bay” message on Valley Water properties. Cupertino requires all storm drain inlets to include a medallion with “NO DUMPING - FLOWS TO CREEK/BAY” for development projects. Gilroy requires all new storm inlets and catch basins to include a stencil or medallion with no dumping, flows to creek/waterway language for development projects. Morgan Hill requires all storm drain inlets and catch basins within the project area of development applications to be stenciled with prohibitive language (such as: “NO DUMPING – DRAINS TO CREEK”) and/or graphical icons to discourage illegal dumping. Mountain View requires all storm drain inlets to include a medallion with “NO DUMPING - FLOWS TO CREEK/BAY” for development projects. Palo Alto requires all storm drain inlets to include a medallion with “NO DUMPING-FLOWS TO CREEK/BAY” for development projects. City of Santa Clara provides and installs “No Dumping Flows to Bay” medallions near each catch basin for any new storm drain inlets constructed as part of a project per the City specifications.
			(CUP OP #71) The city’s annual flood notice in the local newsletter, ‘The Cupertino Scene,’ contains dumping is illegal messaging and how to report	City of Cupertino	Annually, October -November	N/A	Cupertino includes the “Do Not Dump” messaging in The Cupertino Scene’s annual flood preparedness article.
			(CUP OP #72) Participates in clean-up events: the annual National River Clean-up Day (NRCD) and Coastal Clean-Up Day (CCD). They coordinate with Valley Water on both these clean-up efforts. The city also participates in Valley Water’s Adopt-a-Creek Program	City of Cupertino	Each May (NRCD) and September (CCD)	Volunteers Valley Water Stream Stewardship	Cupertino participated in Coastal Clean-Up Day on 9/20/25 and National River Clean-Up Day on 5/16/26. The City no longer participates in Valley Water’s Adopt-a-Creek Program.
			(LAH OP #73) The town participates in annual clean-up events: National River Clean-up Day (each May) and Coastal Clean-up Day (each September) and coordinates volunteers. They coordinate with Valley Water on both these clean-up efforts. The town also participates in Valley Water’s Adopt-a-Creek Program	Town of Los Altos Hills	Each May (NRCD) and September (CCD)	Volunteers Valley Water Stream Stewardship	Town of Los Altos Hills: No update available - non-CRS participating community.
			(MIL OP #74) “Flood Public Advisory” brochure contains dumping is illegal messaging and how to report	City of Milpitas	Annually from December to January	N/A	Milpitas: Utility bill inserts was sent to every address in Milpitas in May 2026, and will be sent out within the fiscal year going forward. This was sent out in four languages (English, Vietnamese, Spanish, and Chinese).

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			(MIL OP #75) Participates in annual clean-up events: National River Clean-up Day (NRCD) and Coastal Clean-Up Day (CCD). They coordinate with Valley Water on both these clean-up efforts. The city also participates in Valley Water’s Adopt-a-Creek Program	City of Milpitas	Each May (NRCD) and September (CCD)	Volunteers Valley Water Stream Stewardship	Milpitas: CCD was held on September 20, 2025. NRCD was held on May 16, 2026.
			(MH OP #76) “Flood Report” contains message on keeping debris and trash out of streams – Do Not Dump messaging	City of Morgan Hill	Annually, close to or during the start of the rainy season	N/A	Morgan Hill's “2026 Flood Report” brochure will contain Do Not Dump messaging.
			(PA OP #77) “Are You Ready for Winter Storms?” utilities insert contains the Do Not Dump and report illegal dumping messages	City of Palo Alto	Each fall	N/A	Palo Alto includes Do Not Dump and Report Illegal Messages on City’s utility insert that was sent out in September 2025.
			(PA OP #78) Utility bill insert includes a ‘Utility Announcement on Flood Safety Tips,’ including Protect natural floodplains - keep rain gutters and drainage channels free of debris	City of Palo Alto	Annually, March-April	N/A	Palo Alto includes Protect Natural Floodplains-keep rain gutters and creeks free of debris messages on flood safety tips sent as Utility Announcement and the flier sent as an attachment on utility bills every year.
			(PA OP #79) Participates in annual clean-up events: National River Clean-up Day (NRCD) and Coastal Clean-Up Day (CCD). They coordinate with Valley Water on both these clean-up efforts. Additionally, the city participates in Valley Water’s Adopt-a-Creek Program	City of Palo Alto	Each May (NRCD) and September (CCD)	Volunteers Valley Water Stream Stewardship	Palo Alto participates every year during National River Clean-up Day on Matadero and Adobe Creek. Palo Alto also participates in the multi-jurisdictional effort on creek clean-up of San Francisquito Creek.
			(PA OP #80) Clean-ups of trash booms located in Matadero Creek and Adobe Creek are done annually on an as-needed basis. The city also assesses its hot spots and cleans up the local drainage system on an ongoing basis and part of its operations and maintenance	City of Palo Alto	Annually, as needed	N/A	Palo Alto City staff continue clean-ups of trash booms on Matadero Creek and Adobe Creek, assess hot spots and clean ups on an ongoing basis on the entire City’s storm drain network system.
			(SUN OP #81) “Horizon” newsletter includes a “Know How to Be FloodSafe” article that promotes the Do Not Dump message	City of Sunnyvale	Each October, Fall Edition	N/A	Sunnyvale: The City still includes a “flood Safe” message in the fall Horizon. It was published in fall 2025.

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Residents and Businesses in the Special Flood Hazard Area (SFHA) - Low Lying Areas, Along Rivers and Creeks - Coastal Communities at Risk for Sea Level Rise/Tsunamis - Repetitive Loss (RL) Areas	Topic 1: Know your flood hazard Message 1A - Know your flood risk Message 1B - Contact your floodplain manager to find out if your property is in a floodplain Message 1C - Check if your home or business is in a Special Flood Hazard Area Topic 2: Insure your property for your flood hazard Message 2A - Get flood insurance ahead of time Message 2B – Insure your property Message 2C – There is a 30-day waiting period for the policy to take place Topic 3: Protect people from the flood hazard Message 3A - Put your 3-day emergency kit together Message 3B - Follow evacuation orders Message 3C – Learn the best route to high ground Topic 4: Protect your property from the flood hazard Message 4A - Protect your property from the flood hazard Message 4B - Prepare your home Message 4C - Sandbags can offer protection against a foot or less of floodwater Message 4E - Get sandbags before a flood Topic 5: Build responsibility Message 5A - Build responsibly in floodplains Message 5B - Comply with development requirements Message 5C - Check with your local floodplain manager before you build Topic 6: Protect natural floodplain functions Message 6A -Keep creeks clean and flowing Message 6B - Keep debris and trash out of our streams Message 6C - Don’t pollute, dump, or drain anything in creeks Topic 7: Develop a Family Emergency Plan Message 7A: Develop an emergency plan Topic 8: Download disaster Apps Message 8A - Download disaster emergency apps Topic 9: Understand shallow flooding risks – don’t drive through standing water Message 9A - Understand shallow flooding risks - don’t drive through standing water FEMA’s message: “Turn Around Don't Drown®.”	Residents/businesses in the SFHA are aware they’re in the SFHA and prepare before floods Increase in number of flood insurance policies in the SFHAs and RLAs in the county in general Prospective buyers understand flood risks Increase number of elevation certificates on file, and structures repaired with permits; decrease the number of repetitive loss increase homes Increase in the number of flood insurance policies with contents coverage	(VW OP #82) Multi-language floodplain mailer (FPM) to all residents and businesses within the SFHA in Santa Clara County (Topics 1– 9)	Valley Water	Each November/December	All	Valley Water's Annual Floodplain Mailer (FPM) was distributed in December 2024. This multi-language mailer, available in English, Spanish, Chinese, and Vietnamese, is titled "You Live in a Flood Zone: Beware. Be Ready. Be Flood Safe." Link to Floodplain Mailer The FPM included QR codes, a magnet featuring essential flood safety websites, a detachable emergency phone list, and a centerfold that highlighted our Surface Water Data Portal. One of the QR codes directs residents to a site where they can access the latest information about local creek and reservoir water levels: https://alert.valleywater.org/?p=map. Hard copies of the FPM's (quantities noted below, as requested by the communities), postcards (in November 2024) and trifolds (in mid-January 2025) were also mailed to each city/County in and the FPM was mailed in early January 2025 for their use, including posting in their lobby or designated area(s) <table><tr><th>Community</th><th>FPM</th><th>Postcard</th><th>Trifold</th></tr><tr><td>City of Campbell</td><td>25</td><td>25/25</td><td></td></tr><tr><td>City of Cupertino</td><td>50</td><td>50/20</td><td></td></tr><tr><td>City of Gilroy</td><td>25</td><td>25/25</td><td></td></tr><tr><td>City of Los Altos</td><td>50</td><td>100 / 20</td><td></td></tr><tr><td>Town of Los Altos Hills</td><td>25</td><td>150 /20</td><td></td></tr><tr><td>Town of Los Gatos</td><td>25</td><td>25/20</td><td></td></tr><tr><td>City of Milpitas</td><td>50</td><td>25/20</td><td></td></tr><tr><td>City of Monte Sereno</td><td>25</td><td>25/25</td><td></td></tr><tr><td>City of Morgan Hill</td><td>150</td><td>50/50</td><td></td></tr><tr><td>City of Mountain View</td><td>25</td><td>25/20</td><td></td></tr><tr><td>City of Palo Alto</td><td>100</td><td>25/20</td><td></td></tr><tr><td>City of San Jose</td><td>50</td><td>25/25</td><td></td></tr><tr><td>City of Santa Clara</td><td>25</td><td>25/25</td><td></td></tr><tr><td>County of Santa Clara</td><td>25</td><td>25/25</td><td></td></tr><tr><td>City of Saratoga</td><td>25</td><td>25/25</td><td></td></tr><tr><td>City of Sunnyvale</td><td>25</td><td>25/20</td><td></td></tr><tr><td>VW CRS Program</td><td>150</td><td>300/50</td><td></td></tr></table> The FPM, postcards, and trifolds are all posted on Valley Water’s website ‘Flood Ready’ landing page: https://www.valleywater.org/flooding-safety/flood-ready Valley Water’s FPM was distributed throughout the county at various events during the flood season, and we kept copies in our HQ lobby area. The City of Los Altos posted Valley Water’s FPM on our flood protection website and we kept copies in the city hall lobby. The City of Cupertino posted Valley Water’s FPM on our flood protection website and we kept copies in the City Hall lobby. All Santa Clara County communities support and promote Valley Water’s outreach projects.	Community	FPM	Postcard	Trifold	City of Campbell	25	25/25		City of Cupertino	50	50/20		City of Gilroy	25	25/25		City of Los Altos	50	100 / 20		Town of Los Altos Hills	25	150 /20		Town of Los Gatos	25	25/20		City of Milpitas	50	25/20		City of Monte Sereno	25	25/25		City of Morgan Hill	150	50/50		City of Mountain View	25	25/20		City of Palo Alto	100	25/20		City of San Jose	50	25/25		City of Santa Clara	25	25/25		County of Santa Clara	25	25/25		City of Saratoga	25	25/25		City of Sunnyvale	25	25/20		VW CRS Program	150	300/50	
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			(CUP OP #83) Flood notice in the local newsletter, The Cupertino Scene, which reaches residents and businesses in the SFHA (Topics 1-9)	City of Cupertino	Each October or November issue	N/A	Cupertino published the annual flood preparation article in the Fall 2025 edition of “The Cupertino Scene” (Aug-Nov).																																																																								
			(LA OP #84) Letter, along with a “Are You Prepared for a Flood in Your Neighborhood?” brochure to property owners in the SFHA (Topics 1-8)	City of Los Altos	Annually, each fall	N/A	Los Altos mailed letters to all SFHA property owners in October 2025.																																																																								
			(LAH OP #85) The town’s “Our Town” quarterly newsletter includes information on flood preparedness. The newsletter is mailed out town-wide and is also available online on the town’s website (Topics TBD during cycle visit)	Town of Los Altos Hills	Each fall	N/A	Town of Los Altos Hills: No update available - non-CRS participating community.																																																																								

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			(MIL OP #86) “Flood Public Advisory” brochure to residents and businesses within SFHA (Topics 1-6)	City of Milpitas	Each December or January	N/A	Milpitas: Utility bill inserts was sent to every address in Milpitas in May 2026, and will be sent out within the fiscal year going forward. This was sent out in four languages (English, Vietnamese, Spanish, and Chinese).
			(MH OP #87) Sends a citywide “Flood Report” brochure, including to those in the SFHA (Topics 1-9)	City of Morgan Hill	Annually, close to or during the start of the rainy season	N/A	Morgan Hill’s “2026 Flood Report” brochure will be mailed out citywide in August/September 2026.
			(MV OP #88) Sends “The View” citywide newsletter, Winter version, includes information on flood risk, flood safety, and the importance of buying flood insurance (Topics 1-9)	City of Mountain View	Fall newsletter edition	N/A	Mountain View sent out “The View” for Fall/Winter 2025 with information on flood risk, flood safety, and the importance of buying flood insurance (Topics 1-9)
			(MV OP #89) Mails a utility bill insert to all resident and businesses that contains information on flood risk, flood safety, and the importance of buying flood insurance (Topics 9)	City of Mountain View	Between July - September	N/A	Mountain View sent out Valley Water’s Get Flood Ready flier as a utility billing insert to every City utility customer in November and December 2025.
			(PA OP #90) Sends the “Are You Ready for Winter Storms?” flier (aka utilities mailer) to all residents and businesses in the city, including to those in the SFHA, along with their utility bills (Topics 1-9)	City of Palo Alto	Each fall	N/A	Palo Alto sent “Are you Ready for Winter Storms?” flier as utility inserts was sent out in September 2025.
			(PA OP #91) Sends out utility announcement, “Anytime it can rain, it can flood. Don’t get caught off-guard” (Topics 1, 2,3, 4, 5, 6, 7, & 9 – will pursue adding other topic)	City of Palo Alto	Each March/April	N/A	Palo Alto sent flood safety tips as a utility announcement in December 2025.
			(SC OP #92) Mails out a citywide, including all addresses in the SFHA, newsletter for residents and businesses called “Inside Santa Clara” (Topics 1-9)	City of Santa Clara	Each fall	N/A	Flood information was included in the biannual Inside Santa Clara newsletter, in the Fall/Winter 2025 Edition.
			(SUN OP #93) Sends two (2) mailers and one (1) “Horizon” newsletter article “Know How to Be Flood Safe” that promotes flood safety and flood preparedness messaging targeted to all residents and businesses within the SFHA (Topics 2 and 4)	City of Sunnyvale	Each fall around October	N/A	Sunnyvale: The City still sends out mailers to targeted residents and a flood safe newsletter article. The mailers were sent Decemberr (realtor) & November/December (Utility inserts) 2025..
			(SUN OP #94) Sends mailer to all those in the SFHA (Topics 1-4, and 7)	City of Sunnyvale	Each October	N/A	Sunnyvale: The City still sends out these mailers. The mailers were sent December 2025.
	Topic 2: Insure your property for your flood hazard Message 2A - Get flood insurance ahead of time Message 2B – Insure your property Message 2C – There is a 30-day waiting period for the policy to take place	Increase in number of flood insurance policies in the SFHAs, RLAs, and in the county in general Prospective buyers understand flood risks Increase in the number of flood insurance policies with contents coverage	(SCC OP #95) Sends letters to the properties in the unincorporated section in the areas of the county’s mapped repetitive loss areas	Santa Clara County	Annually, each fall	N/A	Santa Clara County: No update available - non-CRS participating community.
			(CUP OP #96) Continues to send a letter to former repetitive loss properties	City of Cupertino	Annually, mid-year	N/A	Cupertino continues to send out an annual letter to former repetitive loss properties.
			(MH OP #97) Sends a notice to repetitive loss (RL) areas as required by FEMA	City of Morgan Hill	Annually, each summer	N/A	Morgan Hill will send letters to properties in the City’s mapped repetitive loss areas in June 2026.
			(PA OP #98) Sends letters to the properties in the city’s mapped repetitive loss areas, highlighting flood safety tips	City of Palo Alto	Annually, typically August - September	N/A	Palo Alto sent letters to properties in the City’s mapped repetitive loss areas, highlighting flood safety tips in August 2025.

Appendix A CRS Creditable Outreach and Flood Response Projects by CRS Community Santa Clara County Multi-Jurisdictional PPI 2021 FY 2026 (Year 5) Outreach Projects Accomplishments by CRS Communities							
Audience	Message	Outcome	Project(s) Proposed to Support the Messages (XX denotes Community acronym, and Outreach Project #) SEARCH FOR YOUR COMMUNITY’S OP HERE	Assignment	Schedule	Stakeholder	FY 2026 (Year 5 of the 2021 PPI) Outreach Projects Accomplishments INPUT HERE ONLY
			(SJ OP #99) Sends letters to the properties in the city's mapped repetitive loss areas	City of San Jose	Annually, each typically between September - December	N/A	San Jose sent letters to general repetitive loss property areas in March 2025.
Messengers to Other Target Audiences (Organizations & Businesses Serving the Community)	Topic 1: Know your flood hazard Message 1A - Know your flood risk Message 1B - Contact your floodplain manager to find out if your property is in a floodplain Message 1C - Check if your home or business is in a Special Flood Hazard Area Topic 2: Insure your property for your flood hazard Message 2A - Get flood insurance ahead of time Message 2B – Insure your property Message 2C – There is a 30-day waiting period for the policy to take place Topic 3: Protect people from the flood hazard Message 3A - Put your 3-day emergency kit together Message 3B - Follow evacuation orders Message 3C – Learn the best route to high ground Topic 4: Protect your property from the flood hazard Message 4A - Protect your property from the flood hazard Message 4B - Prepare your home Message 4C - Sandbags can offer protection against a foot or less of floodwater Message 4E - Get sandbags before a flood Topic 5: Build responsibility Message 5A - Build responsibly in floodplains Message 5B - Comply with development requirements Message 5C - Check with your local floodplain manager before you build Topic 6: Protect natural floodplain functions Message 6A -Keep creeks clean and flowing Message 6B - Keep debris and trash out of our streams Message 6C - Don't pollute, dump, or drain anything in creeks Topic 7: Develop a Family Emergency Plan Message 7A: Develop an emergency plan Topic 8: Download disaster Apps Message 8A - Download disaster emergency apps Topic 9: Understand shallow flooding risks – don't drive through standing water Message 9A - Understand shallow flooding risks - don't drive through standing water FEMA's message: "Turn Around Don't Drown®."	Educate our community on flood protection and preparedness measures by working and coordinating with groups who serve as messengers, to people who are at risk of flooding, as they provide their respective business service	(VW OP #100) Administers a “Let’s Talk Water” Speakers Bureau Program that customizes presentations to update groups on specific issues, provide updates on Valley Water projects, including flood protection projects and to educate residents on existing flood risks as well as provide resources and tips to be flood ready. https://www.valleywater.org/learning-center/lets-talk-water-speakers-bureau	Valley Water Communications Unit	On a project-specific basis or as requested	Could vary from year-to-year Kiwanis Rotary Clubs Homeowners and Neighborhood Associations Forum Groups Association of Realtors	In FY26 (from July 2025 through June 2026), Valley Water's 'Managing our Precious Resource Speakers Bureau Program' reached the 11 organizations listed below. All general presentations mention flood protection and the need to 'Get Flood Ready' regardless of the county's drought status. They also include links to Valley Water's 'Flood Ready' information and resources webpage (ValleyWater.org/floodready), the hotline to call to report obstructions in creeks, and flood preparedness collateral available for all in-person events. Valley Water's Speakers Bureau Program can customize presentations to update community groups on water-specific issues and provide updates on projects in their area. The FY26 presentations that included flood preparedness information are listed below. - July 28, 2025 – Cory Neighborhood Association, San Jose - August 12, 2025 – Los Altos Kiwanis Club - September 4, 2025 – West San Jose Kiwanis Club - January 28, 2026 – The Forum, Palo Alto - February 27, 2026 – Valley Water's Water Works Program (via Zoom) - April 2, 2026 – Valley Water's 101 Academy - April 9, 2026 – Santa Teresa Catholic Church, San Jose - June 4, 2026 – Coin Laundry Association - June 8, 2026 – LAFCO (AM presentation), Sunnyvale - June 8, 2026 – LAFCO (PM presentation), Morgan Hill - June 9, 2026 – LAFCO (PM presentation), San Jose

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			(VW OP #101) Participates in booth duty support at various events and fairs throughout the county, including Valley Water Capital project meetings or other events, as requested by various organizations	Valley Water Office of Government Relations	Annually. During the flood season (starting in September – May)	All Santa Clara County CRS Communities	Valley Water staff made a concerted effort to actively participate in community events, including community festivals and emergency preparedness affairs, particularly in communities and neighborhoods in or near flood zones. In FY26 (from September 2025 – May 2026), Valley Water and the communities' staff hosted 29 booths and distributed flood preparedness information on flood safety and emergency preparedness materials, including Valley Water's annual FPM. Those events are listed below: - July 4, 2025 – San Jose Council District 8 Fourth of July Fireworks, San Jose - July 5, 2025 – Morgan Hill Chamber Night Music Series, Morgan Hill - July 16–17, 2025 – Mountain View Technology Showcase, Mountain View - July 24, 2025 – Happy Hollow Season of the Senior Safari, San Jose - August 2, 2025 – Asian Americans for Community Involvement Back-to-School Health Fair, San Jose - August 5, 2025 – San Martins Lions Club National Night Out, San Martin - August 5, 2025 – Morgan Hill National Night Out, Morgan Hill - August 15, 2025 – Morgan Hill Chamber Friday Night Music, Morgan Hill - August 16, 2025 – Cupertino Chamber Night Market, Cupertino - August 21, 2025 – San Jose Chamber BBQ, San Jose - August 28, 2025 – Happy Hollow Season of the Senior Safari, San Jose - August 30, 2025 – Santos Family Car Show, Alviso - August 30–31, 2025 – Silicon Valley Pride Parade and Festival, San Jose - September 6, 2025 – Capitol Park Goss Neighborhood Association National Night Out, San Jose - September 6–7, 2025 – Mountain View Art and Wine Festival Booth, Mountain View - September 13, 2025 – Rotary Club of Cupertino Silicon Valley Fall Festival, Cupertino - September 21–23, 2025 – WateReuse California Conference, San Diego - September 26, 2025 – Assemblymember Ahrens' Inaugural Fall Harvest BBQ, Santa Clara - September 27, 2025 – Vovinam Viet Vo Dao 34th Annual Moon Festival, San Jose - September 28, 2025 – Stevens Creek Trail (FoSCT) Trailblazer Race, Mountain View - October 11, 2025 – Martial Cottle Park's Fall Festival 2025, San Jose - October 11, 2025 – Guadalupe River Park Conservancy Pumpkins in the Park, San Jose - October 11, 2025 – Cupertino Chamber Diwali Festival, Cupertino - October 18, 2025 – Valley Health Foundation Women's Leadership and Policy Summit, San Jose - October 25, 2025 – District 8 Fall Family Festival, San Jose - October 25, 2025 – Senator Cortese's 3rd Annual Picnic by the Lake, San Jose - November 12–15, 2025 – Cal-IPC Symposium, Ventura - December 6, 2025 – Santa Visits Alviso Foundation Drive, Alviso - February 13, 2026 – ASCE SJ Younger Member High School Day, San Jose - February 13, 2026 – City of San Jose D1 and D10 w/ NAACP, San Jose - March 28, 2026 – CEEF/CUSD Run for Great Schools 5K and Fun Run, Cupertino - March 28, 2026 – CERT 5K Family Fun Run (D10), San Jose - April 18, 2026 – City of Milpitas Earth Day, Milpitas - April 25, 2026 – Acterra Love Our Earth Festival / WaterPalooza, Palo Alto - April 25, 2026 – Morgan Hill Community Earth Day Festival, Morgan Hill - May 9, 2026 – Berryessa Art & Wine Festival, San Jose - May 23–24, 2026 – Morgan Hill Mushroom Mardi Gras, Morgan Hill - June 6–7, 2026 – 50th Annual Sunnyvale Wine & Art Festival, Sunnyvale - June 12, 2026 – WEPA Fest 2026, San Jose - June 13, 2026 – AACSA's 45th Annual Juneteenth Festival, San Jose - June 13, 2026 – Dia De Portugal, San Jose

Appendix A CRS Creditable Outreach and Flood Response Projects by CRS Community Santa Clara County Multi-Jurisdictional PPI 2021 FY 2026 (Year 5) Outreach Projects Accomplishments by CRS Communities							
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			(VW OP #102) Partner with local Second Harvest Food Bank with distributing FEMA and Valley Water flood preparedness materials, including promotional item(s) as available	Valley Water CRS Program	In October (during CFPW)	Second Harvest Food Bank of Silicon Valley	On November 13, 2024, staff participated in a flood preparedness press conference held at Valley Water’s Emergency Operations Center site in San José. The press conference was a joint news event with the City of San José, the County of Santa Clara, and the National Weather Service. The event featured speakers from Valley Water and participating agencies, a sandbagging demonstration, and an emergency kit assembly table, which included flood readiness materials.
			(ALL OP #103) Other New Initiatives (as noted in the PPI document) 1. Continue and expand the standardized flood message prepared for each community to include flood messages in utility bills each year, including PG&E. 2. Expand on partnerships with local chambers of commerce to disseminate and share flood preparedness information. 3. Expand on outreach to the Asian and Latino communities who live in flood prone areas. 4. Expand on outreach to “hot spot” flood prone areas by hosting on-site or virtual events. 5. Expand on reaching local homeowners associations (HOA)s and apartment associations (i.e. Executive Council of Homeowners [ECHO]) 6. Expand on reaching residents in marginal and low-income communities through partnering with organizations that reach these communities. (i.e. Second Harvest Food Bank and others) 7. Communities could pursue FEMA Matching Funds Grants for severe Repetitive Loss Areas. 8. Review and expand other public information activities, such as Flood Protection Assistance (Activity 360) and Flood Insurance Promotion (Activity 370). 9. Develop a region-wide Flood Response Preparations (FRP) messaging plan.	All	TBD	TBD	The Santa Clara County CRS Group/PPI Committee, included the ‘Other New Initiatives’ topic for discussion at the March 26, 2025. See Section V. SC County CRS Users Group/PPIM Committee Meetings - Monitoring and Evaluating the 2021 PPI in the FY25 Annual Evaluation Report (Attachment 6). 3/26/26 Meeting, Item #5: Review 2021 PPI “Other New Initiatives” discussion was as follows: These initiatives were suggested to be re-evaluated as part of the next PPI update to include only realistic initiatives to reduce the reporting requirements. As part of the update, the committee can discuss how best to word the initiatives to allow flexibility and creativity without being locked into specific commitments. These initiatives do not improve our Activity 330 scores since most communities are already maxed out on the activity.
			(CUP OP #104) The city provides a Winter Preparedness notification informing contractors that during the winter season, they need to winterize their project(s) site as certain soil disturbance activities are not allowed during the rainy season	City of Cupertino	On a project-specific basis	Various contractors	Cupertino continues to prepare and mail the rainy season letters every year to applicable projects. These letters were mailed in mid-August 2025.

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			(MIL OP#105) On a project-specific basis, the city provides contractors a Winter Preparedness notification that informs them that during the winter season, they need to winterize their project(s) site. Certain soil disturbance activities are not allowed during the rainy season	City of Milpitas	On a project-specific basis	Various contractors	Milpitas: On-going. The City of Milpitas sends out winterization notices to larger development projects.
	Topic 2: Insure your property for your flood hazard Message 2A - Get flood insurance ahead of time Message 2B – Insure your property Message 2C – There is a 30-day waiting period for the policy to take place	Increase in number of flood insurance policies in the SFHAs and in the county in general Prospective buyers understand flood risks These projects are credited under Activity 340 (DFH and REB) – Additional credit is provided if the PPI states that real estate agents should (or have agreed to) advise house hunters about the flood hazard and that real estate agents give house hunters a REB brochure	(MH OP #106) The city mails out a newsletter, “Ask Before You Buy: Know Your Flood Risk!” to local real estate agents which are provided to homebuyers to help determine the flood risk of the property being purchased (listed in Appendix B)	City of Morgan Hill	During or prior to the rainy season	Real Estate Agencies/Agent	Morgan Hill will be sending the brochure to real estate agents in June 2026.
			(PA OP #107) Sends out letters to real estate agencies informing them of their responsibility to identify flood hazard areas and to take advantage of the Flood Zone Lookup on the city’s website	City of Palo Alto	Annually, beginning of flood season (September/ October)	Real Estate Agencies/Agent	Palo Alto sent letters to real estate agencies informing of their responsibility to identify flood hazard areas in August 2025.
			(SJ OP #108) Sends out letters to real estate and insurance agencies and lenders, informing them of their responsibility to identify flood hazard areas and to take advantage of the Flood Zone Lookup on the city’s website on the “Flood Hazard Zones webpage and advises to contact the city for map reading services and elevation certificates on file	City of San Jose	At the beginning of the flood season (September – December)	Real Estate Agencies/Agent	San Jose emailed letters to real estate, insurance agencies and lenders in January 2025.
			(SUN OP #109) Sends mailer/postcard targeted to real estate agents informing them of the client’s responsibility for identification and purchase of flood insurance and the availability of the automatic 15% discount	City of Sunnyvale	Each October	Real Estate Agencies/Agent	Sunnyvale: The City sent the mailers to real estate agents October 2024.



FLOOD AWARENESS CAMPAIGN

Santa Clara County, CA
2025-2026



BE ALERT
BE FLOOD SAFE

STRATEGIC CAMPAIGN SUMMARY

SITUATION ANALYSIS

Santa Clara County faces increasing flood risk as climate change intensifies extreme weather events. Although Valley Water invests year-round in capital improvement projects and emergency response operations, many residents remain unaware of their personal flood risk or the resources available to help them prepare for it. For over two decades, Valley Water has led countywide flood awareness efforts, supporting FEMA Community Rating System (CRS) communities in reducing flood insurance premiums through enhanced public outreach initiatives.

The 2025-2026 Flood Awareness Campaign aimed to address persistent gaps in awareness, preparedness, and access to real-time flood information among residents living in FEMA-designated Special Flood Hazard Areas (SFHAs), particularly those in areas considered high-risk for flooding (hot spots). The campaign needed to reach diverse, multilingual communities, overcome low perceived risk, and deliver timely, actionable information during an unpredictable winter season.

INSIGHTS & ANALYSIS

Valley Water's strategy was grounded in robust research. A multilingual survey of 400 Special Flood Hazard Area (SFHA) residents, conducted by Probolsky Research from February 3 to 11, 2025, provided essential insights. The hybrid methodology employed phone and online interviews conducted in English, Spanish, Vietnamese, and Chinese, ensuring representation across diverse linguistic and socioeconomic groups.

Key insights included:

- **Residents underestimate their flood risk:** Although 59% reported living in a flood zone or at risk area, 82% had never experienced flooding at home, and 46% of uninsured respondents believed they did not need flood insurance.
- **Preparedness gaps persist:** Only 43.8% recalled sandbag information, and just 29.4% remembered the call to sign up for emergency alerts.
- **Language access is essential:** Thirteen percent of respondents preferred Spanish, Vietnamese, or Chinese, underscoring the need for multilingual materials.
- **Direct mail remains highly effective:** Half of respondents remembered receiving flood safety information by mail in the past year.
- **Valley Water is a trusted source:** 70% of respondents felt confident that they had taken necessary flood safety measures, and 57% rated Valley Water's flood awareness efforts as excellent or good, up from 18% in 2017.
- **Information platform preferences shaped channel selection:** Since 61% of respondents reported regularly using Facebook, while 61% still read the San José Mercury News, the channel mix included both digital and traditional platforms.

These insights directly informed the campaign's strategy, channel mix, and creative development, ensuring messages were pinpointed to preparedness gaps, geotargeted to areas at high risk, and delivered through platforms that residents trust and use. Digital preparedness messages were grouped by storm risk and severity and activated through digital platforms in sync with local weather warnings and alerts issued by the National Weather Service.

PLANNING

Objectives

Valley Water exceeded all objectives.

- **Increased awareness of flood risk among residents in FEMA SFHAs.**
- **Increased signups for emergency alerts.**

Target Audiences

- **Primary:** Businesses and residents in Santa Clara County's FEMA-designated Special Flood Hazard Areas and areas considered hot spots for flooding—multilingual and linguistically isolated communities (Spanish, Chinese, Vietnamese speakers).
- **Secondary:** Community Rating System (CRS) participating cities, community-based organizations, emergency managers, and local media.

The CRS is a voluntary program under FEMA's National Flood Insurance Program that rewards communities that go above and beyond minimum floodplain management requirements. In return, residents in these communities get discounts on flood insurance premiums.

Strategy

Deploy hyper-localized, multilingual messaging to high-risk flood zones using a diversified mix of digital, outdoor, and direct outreach channels. Leverage geo targeting to reach residents in real time as storms approach and deploy situation-specific calls-to-action for the risk and severity of each weather event through trusted messengers with linguistically relevant content.

Budget

\$380,000 allocated across targeted mailings, digital advertising, multilingual outreach, and video production.

EXECUTION

The campaign ran from November 15 to February 28, 2025, aligning with peak storm season. Activities were sequenced to maximize visibility before storms and deliver timely, actionable information during severe weather events through multiple touchpoints (digital, audio, and video streaming, social, email, and web).



KEY TACTICS: LOCALIZED DIRECT MAIL (3 WAVES)

Delivered 48,154 mailers to homes and businesses located in Santa Clara County's Federal Emergency Management Agency's Special Flood Hazard Area (FEMA SFHA). The mailings included detachable emergency phone lists, magnets with essential flood safety websites, and QR codes linking to AlertSCC, Santa Clara County's emergency notification system.



DIGITAL AND GEOTARGETED ADVERTISING

The campaign's creative assets included 9 preparedness videos delivered via geotargeting to IP addresses of properties in high-risk areas in coordination with National Weather Service alerts. Videos featured Valley Water's emergency officer, enhancing credibility and clarity.



OUTDOOR AND TRANSIT ADVERTISING

As a strategy to enhance geographical relevance, multilingual banners, bus ads, and creek-side signage were strategically placed in flood-prone intersections and transit corridors (high-traffic areas) to target lower-income and high-risk populations.



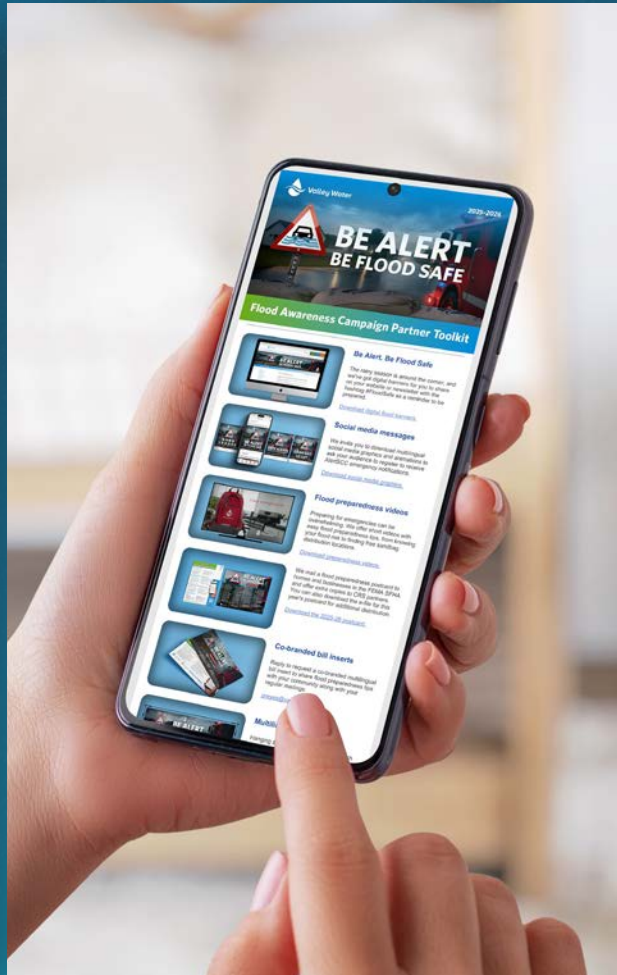
MOVIE THEATER ADVERTISING

The campaign reached audiences at the most receptive times by placing pre-show ads in hot-spot areas to reach families and multigenerational audiences during peak viewing days in the fall and winter holiday seasons.



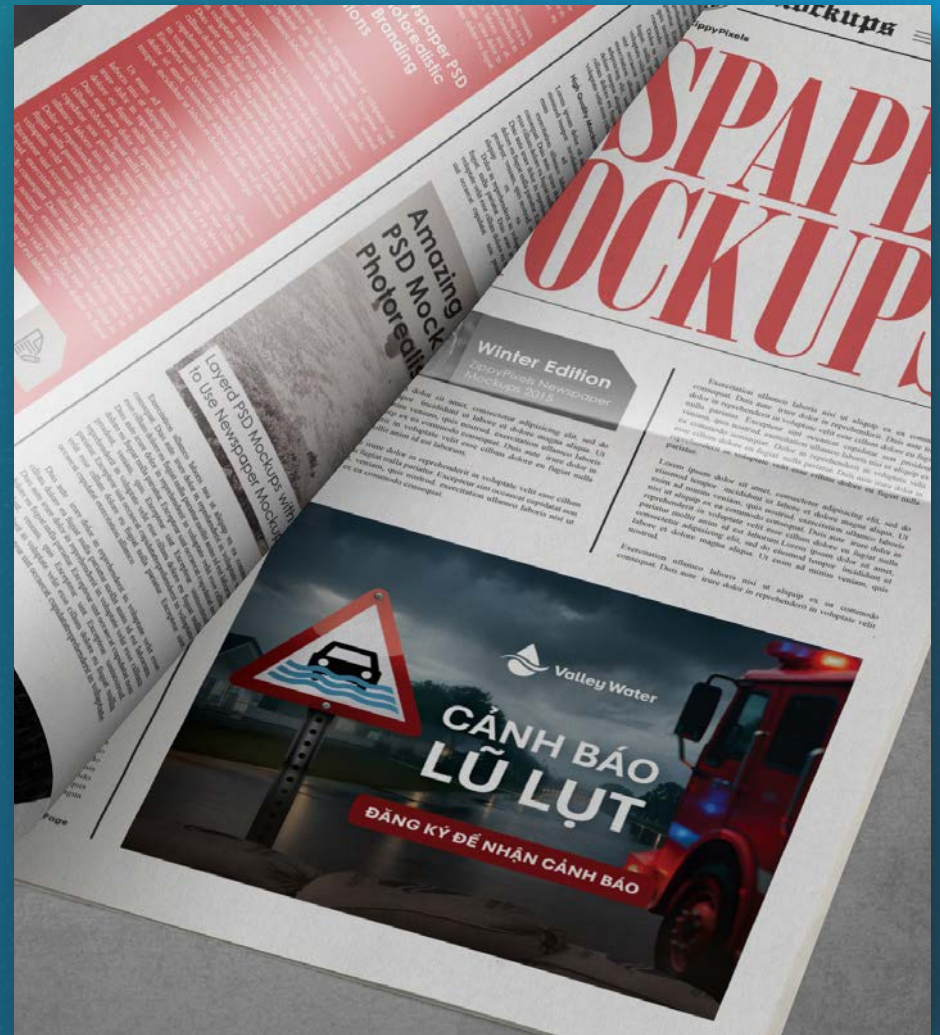
COMMUNITY ENGAGEMENT TOOLKIT

A multilingual “Be Flood Safe” toolkit was distributed to community associations located near flood prone areas, as well as government agencies, elected officials, and emergency managers. Materials, such as bill inserts, were cobranded with CRS communities.



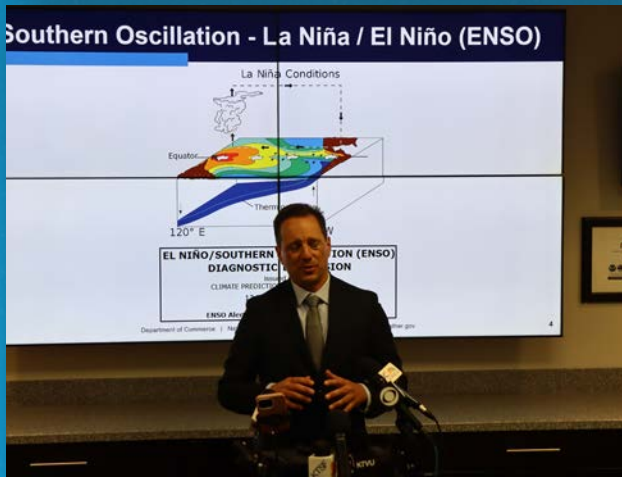
ETHNIC MEDIA OUTREACH

Flood awareness ads ran in Spanish, Chinese, and Vietnamese newspapers and TV channels to ensure cultural relevance and accessibility.



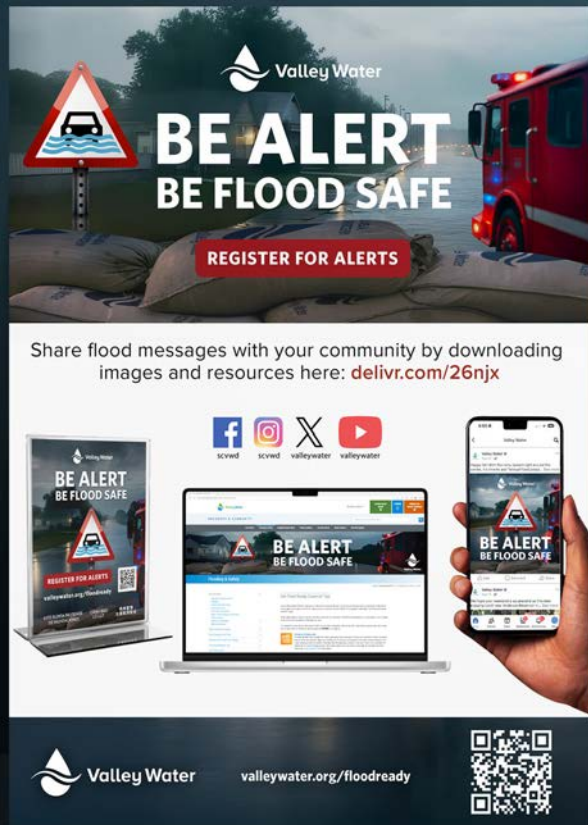
JOINT PRESS CONFERENCE

Valley Water partnered with the County of Santa Clara, City of San José, and the National Weather Service to emphasize winter flood preparedness during a well-attended joint press conference. The conference featured interactive weather drone and emergency kit displays.



EMERGENCY MANAGERS' COORDINATION

We coordinated messaging with emergency managers for jurisdictions within Santa Clara County.



Valley Water

BE ALERT BE FLOOD SAFE

REGISTER FOR ALERTS

Share flood messages with your community by downloading images and resources here: delivr.com/26njx

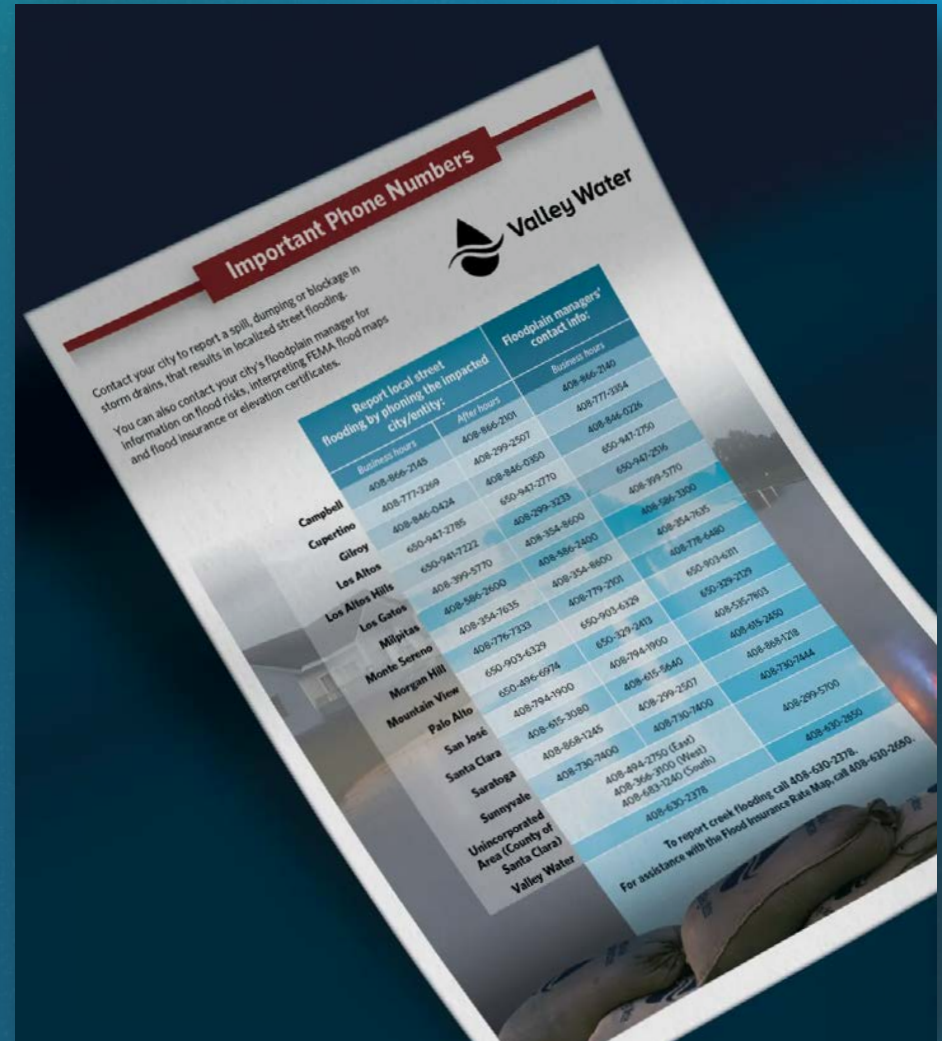









Valley Water valleywater.org/floodready

Important Phone Numbers

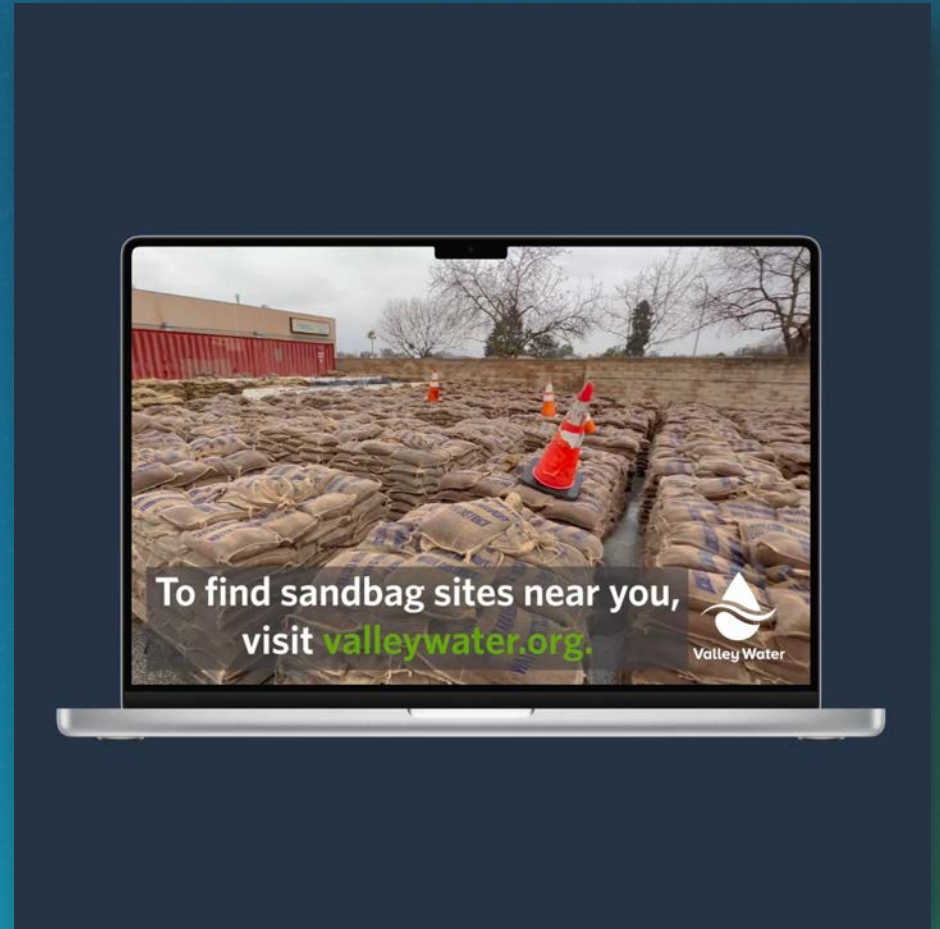
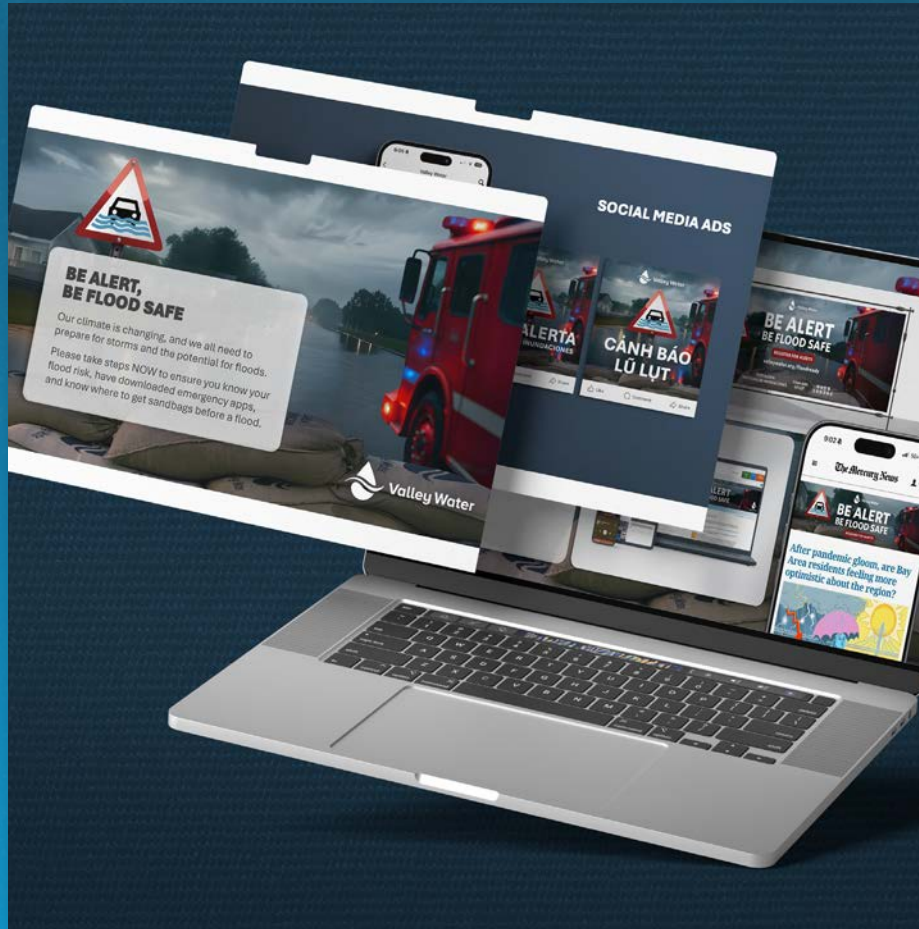
Valley Water

Contact your city to report a spill, dumping or blockage in storm drains, that results in localized street flooding. You can also contact your city's floodplain manager for information on flood risks, interpreting FEMA flood maps and flood insurance or elevation certificates.

City/Entity	Report local street flooding by phoning the impacted city/entity:		Floodplain managers contact info:
	Business hours	After hours	
Campbell	408-866-2145	408-866-2101	408-866-2140
Capitono	408-777-3288	408-299-2507	408-846-0226
Gilroy	408-846-0424	408-846-0360	650-947-2750
Los Altos	650-947-2785	650-947-2770	650-947-2536
Los Altos Hills	650-941-7222	408-299-3233	408-798-1390
Los Gatos	408-399-5770	408-354-8600	408-354-7035
Milpitas	408-386-2600	408-386-2400	408-778-6680
Monte Sereno	408-354-7035	408-775-2921	650-903-4301
Morgan Hill	408-776-7333	650-903-6329	650-329-2029
Mountain View	650-903-6329	650-329-2473	408-536-7803
Palo Alto	408-894-6974	408-794-1900	408-895-2850
San Jose	408-425-3080	408-425-8640	408-888-1218
Santa Clara	408-868-1245	408-799-2507	408-730-1444
Saratoga	408-730-7800	408-730-7400	408-299-5700
Sunnyvale	408-494-2750 (Ext)	408-366-9100 (West)	408-630-2378
Unincorporated Area (County of Santa Clara)	408-483-0240 (Central)	408-630-2378	408-630-2680
Valley Water	To report creek flooding call 408-630-2378. For assistance with the Flood Insurance Rate Map, call 408-630-2680.		

VOAD PARTNERSHIP

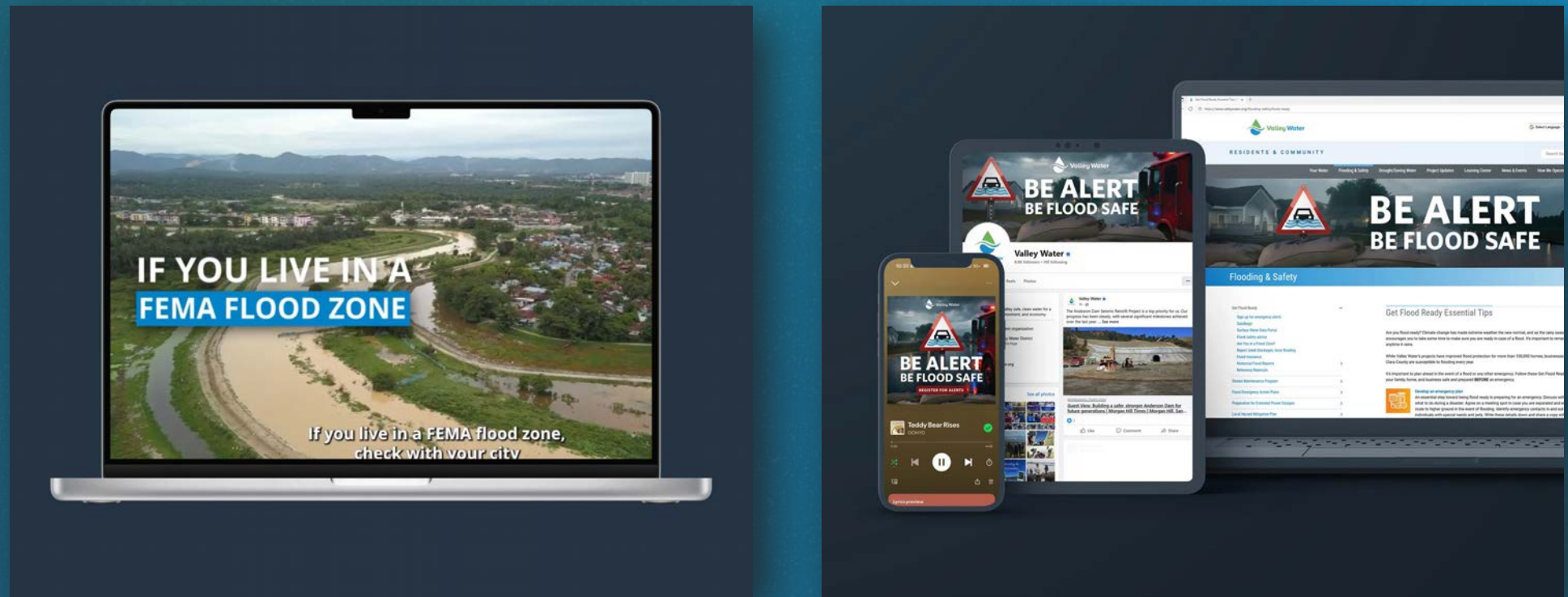
Collaborated with Santa Clara County's network of Volunteer Organizations Active in Disasters to distribute emergency preparedness tools and resources to faith and non-profit organizations.



CHALLENGES

Although the campaign executed smoothly, it was designed to overcome several inherent challenges associated with flood risk communication in a diverse, high risk region.

- Addressing persistent gaps in awareness, preparedness, and access to real time information:** Many residents living in FEMA designated Special Flood Hazard Areas, particularly those in historically flood prone hot spots, continued to underestimate their personal risk. The campaign needed to break through low perceived vulnerability, reach multilingual and culturally diverse communities, and deliver clear and actionable information during a winter season marked by unpredictable storm patterns. Ensuring that residents not only received information but also understood how to act on it was a central challenge the campaign was built to solve.



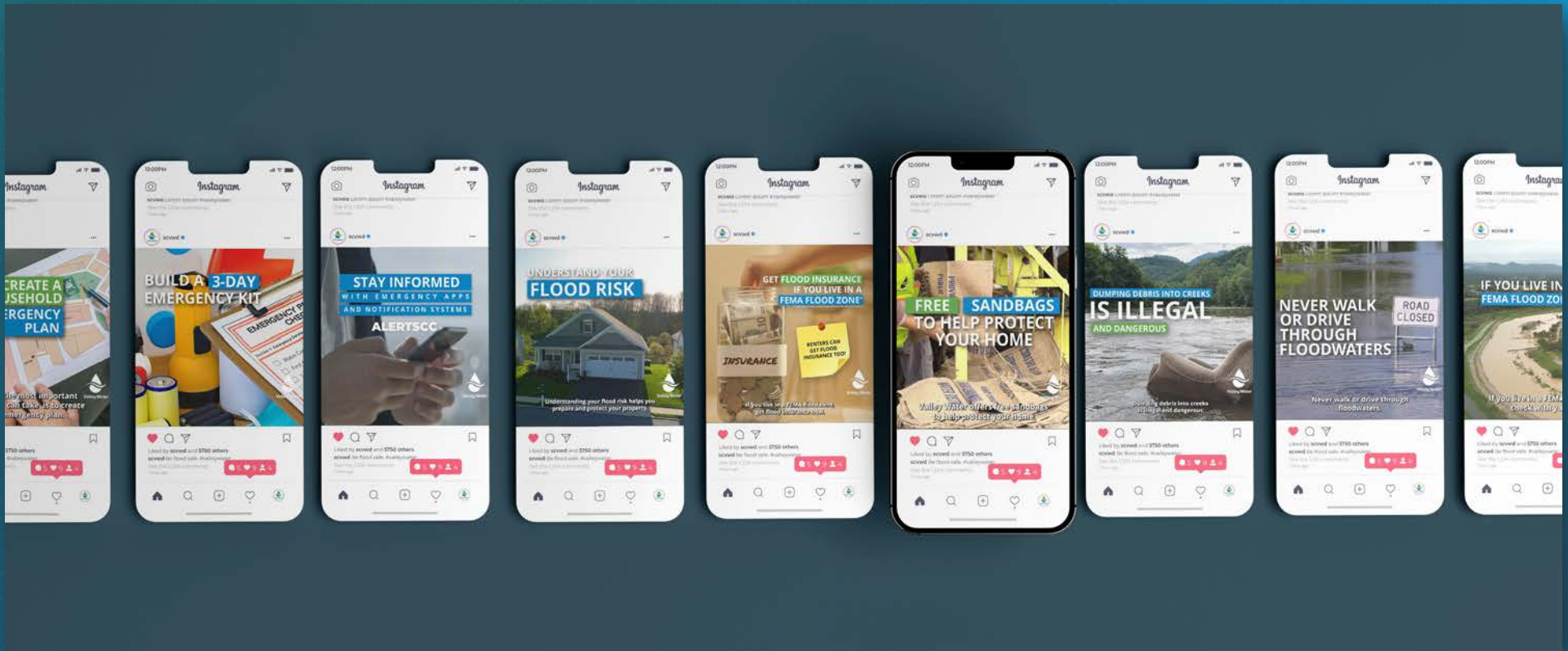
CHALLENGES (CONTINUED)

- Coordinating a multi agency joint press conference:** Bringing together the City of San Jose, the County of Santa Clara, and the National Weather Service required careful alignment of schedules, messaging, and roles. Ensuring unified and consistent communication across agencies, each with its own priorities and communication protocols, was essential to presenting a cohesive public message about winter flood preparedness. Representatives from NBC, CBS, KTSF, KTVU, KCBS, Telemundo and KRON covered the news conference.
- Timing weather alerts with event specific messaging:** The campaign required precise coordination between incoming storm forecasts and the release of tailored preparedness messages. Each weather system carried different risks, such as shallow flooding and rising creek levels. This required rapid adjustments to messaging and ad delivery. Aligning geo targeted digital ads, emergency banner, email alerts, and social content with real time conditions ensured that residents received relevant and timely guidance when it mattered most.



STANDOUT CREATIVE ELEMENTS

Nine custom-produced videos featuring Valley Water's emergency officer delivered clear, authoritative preparedness tips with simple calls to action, enhancing trust and comprehension.

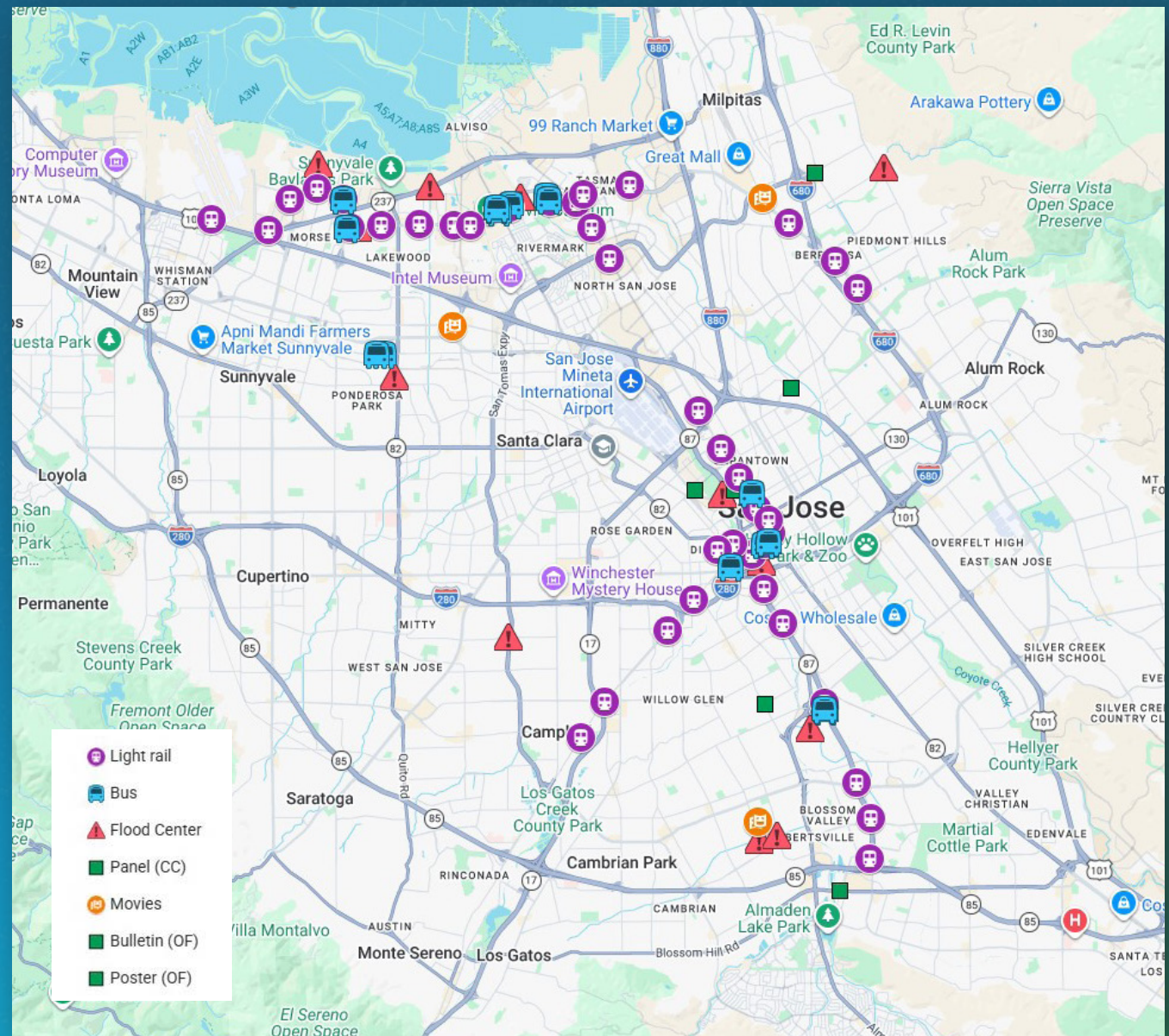


FLOOD CENTERS MEDIA MAP: A STRATEGIC PLANNING TOOL

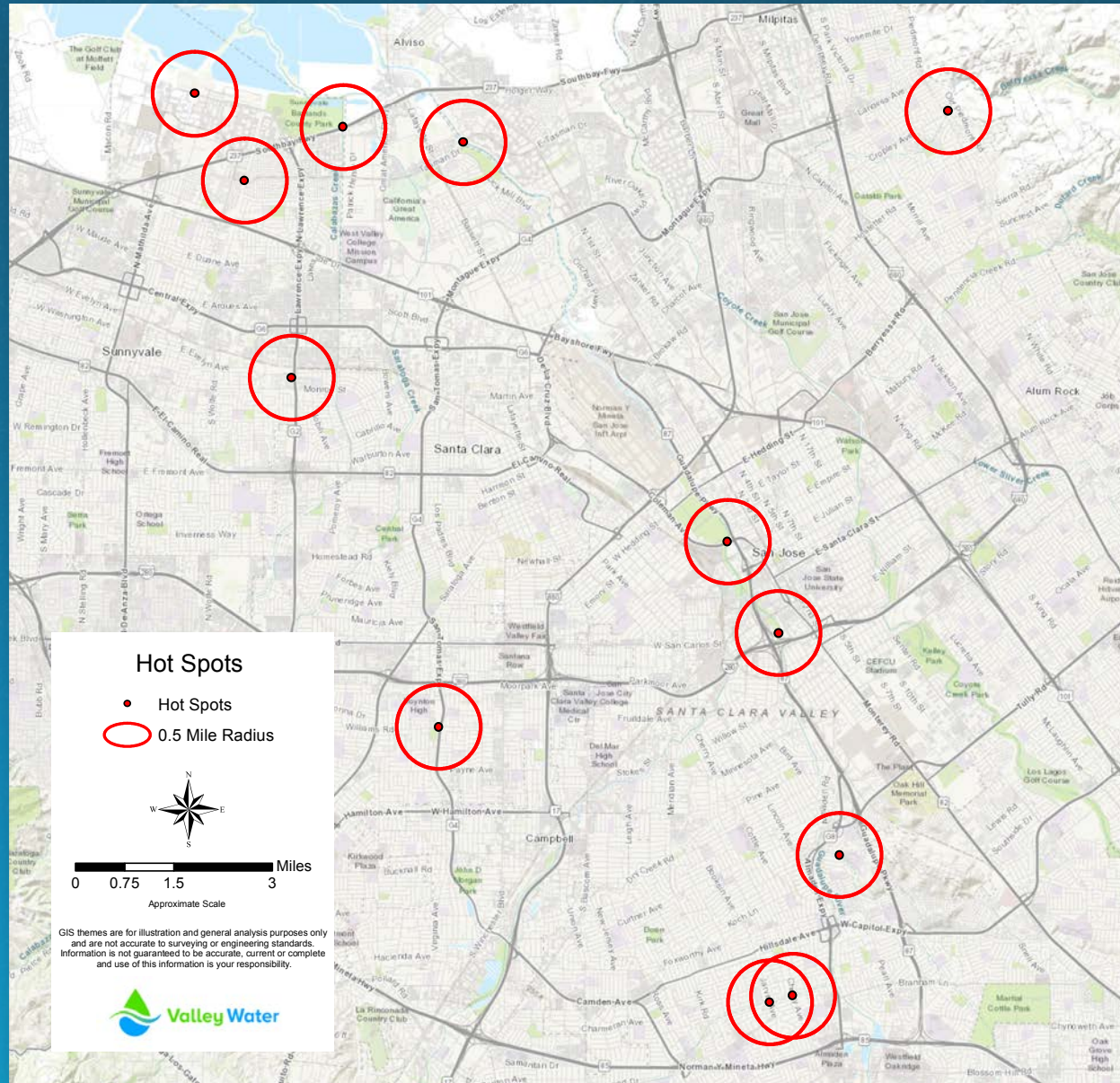
To achieve our top objective—reaching as many residents living near Flood Centers as possible with “Be Alert. Be Flood Safe.” messaging—we developed a new planning tool: the Flood Centers Media Map. This interactive map provides a clear, visual way to identify which media platforms fall closest to each Flood Center, enabling hyper-local targeting and budget optimization.

Using a combination of AI tools (ChatGPT, Gemini) and Google My Maps, we gathered and mapped every addressable platform in the county—from billboards and bus shelters to movie theaters and light rail stations. The map highlights each Flood Center and all platforms within Valley Water’s footprint, allowing planners to immediately see where resources can be stretched for maximum impact in flood-prone neighborhoods.

This innovation reflects our commitment to leveraging AI for smarter, more efficient campaign planning.



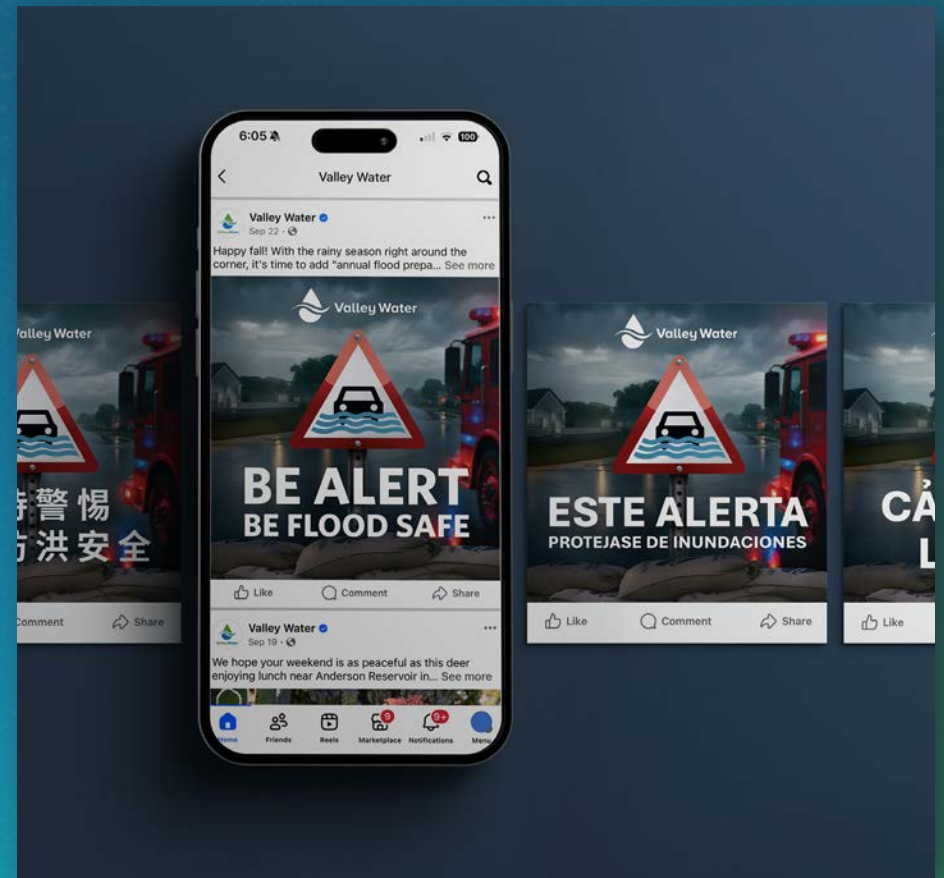
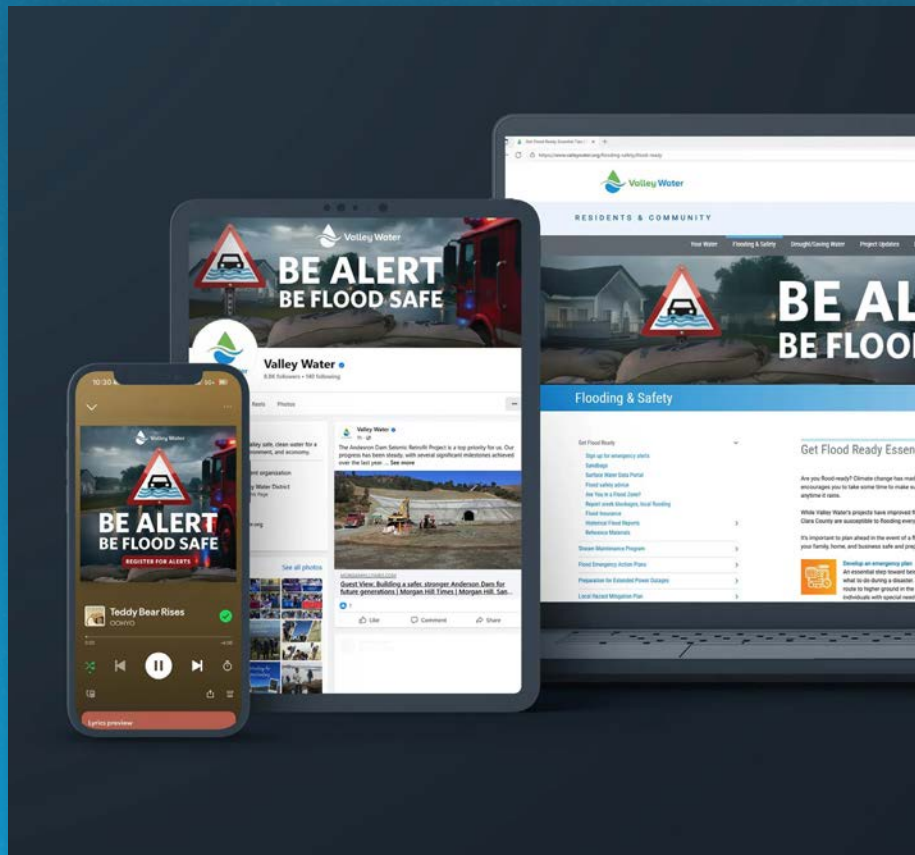
MAP OF SANTA CLARA COUNTY FLOODING HOT SPOTS



EVALUATION

Methods:

- Digital advertising performance metrics
- Emergency alert signups
- Social engagement analytics



RESULTS

Total Spend: \$125,160

Total Impressions: 17.8M

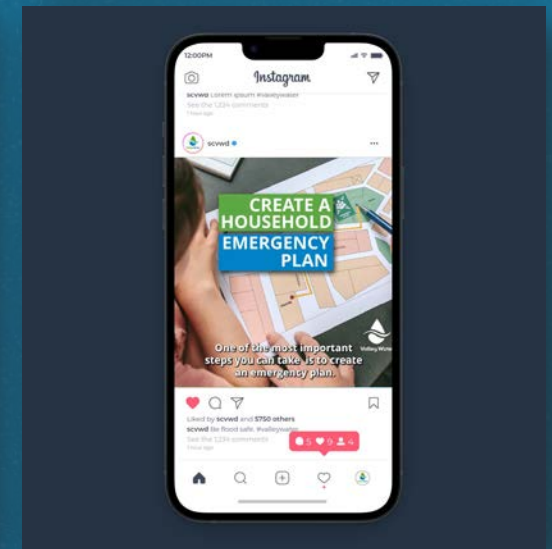
Social Engagements: 492,297

Primary Objective: Awareness / Reach

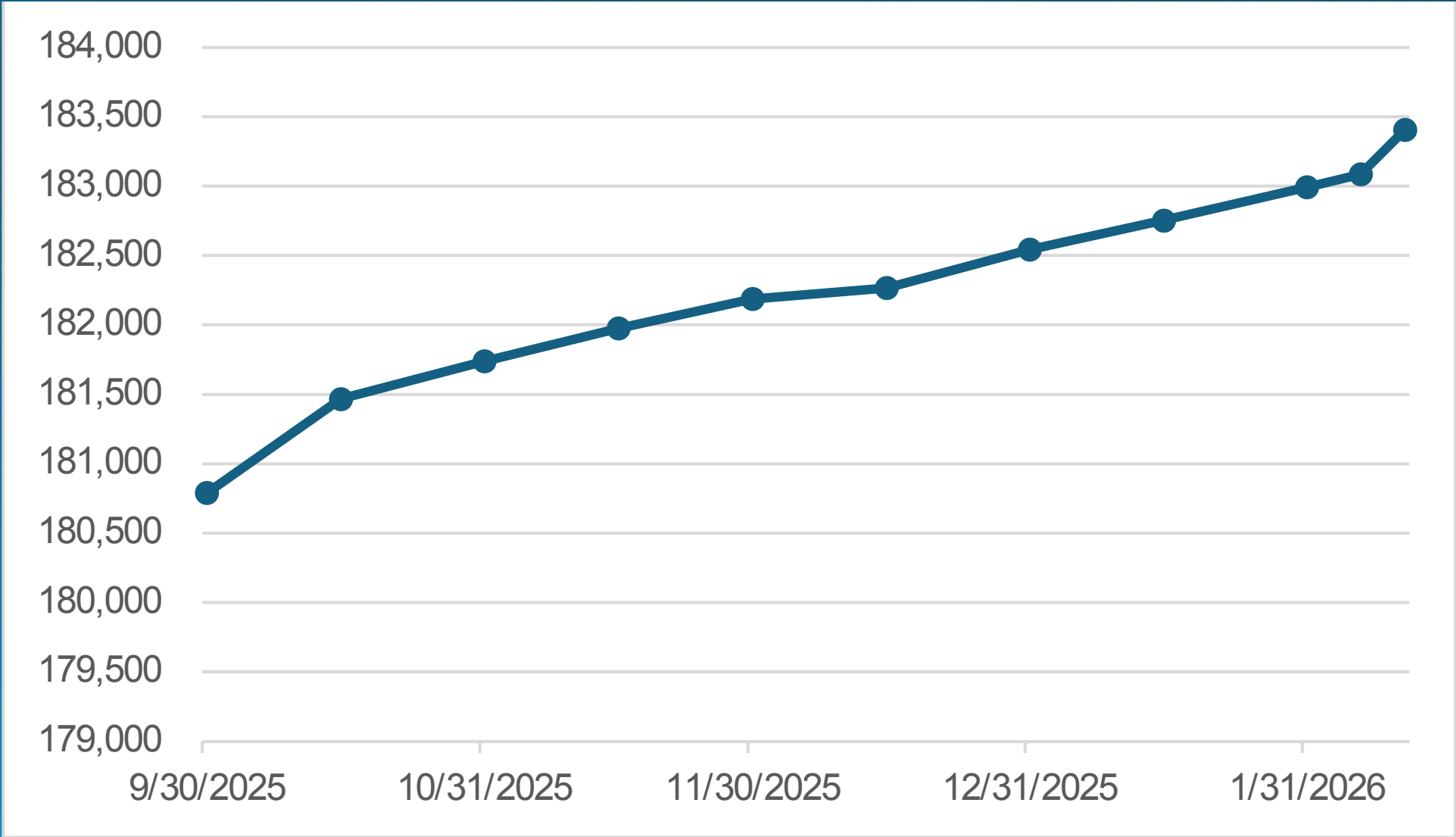
- Multichannel paid media delivered multilingual flood preparedness awareness using a precision-targeted, hyperlocal strategy centered on 12 Valley Water-identified flood hot spots across Santa Clara County.
- Digital and offline channels were integrated to maximize reach and reinforce message frequency near high-risk locations.

Takeaways:

- Paid media delivered 17.3 million impressions across digital and out-of-home channels.
- Multilingual out-of-home advertising (bus shelters, light rail, billboards, movie theaters) concentrated exposure near 12 intersections identified by Valley Water's hydrology team as flooding hot spots.
- Print placements extended reach across vulnerable multilingual communities.



INCREASED EMERGENCY ALERT SIGN-UPS



ABOUT VALLEY WATER

The Santa Clara Valley Water District (Valley Water) is a California special district formed and operating under special sections of California law, referred to as the District Act.

Valley Water manages an integrated water resources system that includes the supply of safe, clean water, flood protection and stewardship of streams on behalf of Santa Clara County's 2 million residents.

Valley Water effectively manages 10 dams and surface water reservoirs, three water treatment plants, a state-of-the-art water quality laboratory, approximately 285 acres of groundwater recharge ponds, and more than 275 miles of streams. We also operate the award-winning Silicon Valley Advanced Water Purification Center, the largest plant of its kind in Northern California and the focal point of our efforts to expand Santa Clara County's local drinking water supply.

Valley Water provides wholesale water and groundwater management services to local municipalities and private water retailers who deliver drinking water directly to homes and businesses in Santa Clara County.

Valley Water's stream stewardship responsibilities include creek restoration, wildlife habitat protection, stream water pollution prevention, and natural flood protection.



THANK YOU!

Flood Awareness Campaign 2025-2026



Valley Water

Clean Water • Healthy Environment • Flood Protection

Agenda Meeting

Santa Clara County CRS Users Group & Program for Public Information (PPI) Committee Meeting

CRS Transition Planning: General Virtual Transition Kick-off Meeting (Task 2.1.3)

March 21, 2026 | 2:00 p.m. – 4:00 p.m.

Join Zoom Meeting

<https://valleywater.zoom.us/j/86592760729?pwd=V2t5x0MRatEN7xXOHe8EZ4NeU0VbLe.1&from=addon>

Meeting ID: 865 9276 0729 | Passcode: 782108 | +1 669 900 9128 US (San Jose)

Purpose: Present an overview of Valley Water’s transition efforts, solicit questions and feedback, and document key concerns and action items for Valley Water and the CRS-participating communities

Section	Meeting Topic	Presenter	Time
1.	Introductions	Amy Fonseca	10 min
2.	Review of the meeting goals and agenda (<i>see page 2</i>)	Amy Fonseca	2 min
3.	Annual review of CRS Communities Roster (Google Link)	Amy Fonseca	2 min
4.	Next steps of CRS Regionalization in Santa Clara County Feasibility Study results	Amy Fonseca	5 min
5.	Introduction to Valley Water’s New Partnership Role in the CRS Program for Santa Clara County (Partnership Model) 2021 Multi-Jurisdictional Program for Public Information (PPI) Annual Evaluation Report for FY26 (Year 5: July 2025 to June 2026) - 2021 PPI sunset in April 2026 – Is the committee required to submit an annual evaluation report for FY26? – 2026 Multi-Jurisdictional PPI, single jurisdiction PPI, or discontinue PPI Activity 350 – Flood Protection Information, c. flood protection website (WEB) (page 350-7) Next Steps	Melissa Mitchell, Tetra Tech	90 min
6.	Closing Comments	Amy Fonseca	2 min
7.	Adjourn		

Excerpt from 2025 CRS Coordinator's Manual:

"Step 7: Implement, monitor, and evaluate the program. ***The Program for Public Information committee meets at least annually to monitor the implementation of the outreach projects.*** The committee assesses whether the desired outcomes were achieved and what, if anything, should be changed. This work is described in an evaluation report that is prepared each year, sent to the governing body, and included in the annual recertification.

The community must update its Program for Public Information at least every five years. This can be a new document or an addendum to the existing document that updates the needs assessment and all sections that should be changed based on evaluations of the projects.

The Program for Public Information update will be reviewed for CRS credit according to the Coordinator's Manual currently in effect, not the version used when the community originally requested this credit. ***The update can qualify as the annual evaluation report for the year it was prepared. The updated Program for Public Information must be adopted following the same process as adoption of the original document.***"

Activity 350 – Flood Protection Information, c. flood protection website (WEB) (page 350-7)

The community must:

- 3) The community **must check** the website's links **at least monthly** and fix those that are no longer accurate.
- 4) **At least annually**, the community **must review** the content to ensure it is still current and pertinent (e.g., make sure names, addresses, phone numbers, and other contact information are still correct; update any ordinance changes; etc.)

Santa Clara County CRS Users Group and PPI Committee

Meeting Minutes - May 21, 2026

Time: 2:00 p.m. Location: Zoom

1. Welcome and Introductions

Amy Fonseca opened the meeting. Representatives from Valley Water, Tetra Tech, and participating cities introduced themselves.

2. CRS Transition Update

Valley Water reported that full CRS regionalization is not feasible and plans to move from its fictitious-community role to a partnership model.

- Cities will manage their own CRS documentation, recertifications, and ISO/FEMA coordination.
- Valley Water will continue regional flood outreach and provide supporting documentation for CRS credit.
- Tetra Tech will provide community-specific assessments and transition support through December 2026, subject to available contract hours.

3. Future of the PPI

The committee discussed continuing the multi-jurisdictional PPI with a new lead, forming a smaller group, creating individual city PPIs, or retiring the PPI and using standard Activity 350 outreach credits.

No final decision was made. A continuing multi-jurisdictional PPI will require a lead community or shared coordinating group. The committee should select a direction in the next few months.

4. Activity 350 and Website Information

Valley Water will continue providing regional flood information. Each city remains responsible for local permitting, regulatory, elevation-certificate, and other community-specific website information. Tetra Tech will review additional credit opportunities with each community.

5. Decisions

- No formal vote or final PPI decision was taken.
- Communities will review individual CRS credit impacts before selecting a PPI option.

6. Action Items

- All communities: Update the shared CRS contact roster as soon as possible.
- Valley Water: Send the meeting recap and consultation instructions; confirm available Tetra Tech support hours.
- Tetra Tech and each community: Schedule and complete individual CRS assessments between June and December 2026.
- Each community: Confirm that Tetra Tech has current CRS records before its consultation.
- PPI Committee: Select a PPI direction.
- Interested communities: Identify a lead or shared coordinator if the multi-jurisdictional PPI continues.

7. Adjournment

The meeting adjourned at approximately 3:40 p.m.



City of Gilroy

STAFF REPORT

Agenda Item Title: Adoption of an Ordinance Amending Chapter 30, Article L of the Gilroy City Code Relating to Architectural and Site Review Permit Process and to Enhance Public Outreach

Meeting Date: September 14, 2026

From: Matt Morley, City Administrator

Department: Community Development

Submitted by: Sharon Goei, Community Development Director

Prepared by: Michael Fossati, Planning Manager

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

Adopt the ordinance of the City Council of the City of Gilroy amending Chapter 30, Article LIV of the Gilroy City Code relating to Architectural and Site Review Permit process and to enhance public outreach.

EXECUTIVE SUMMARY

At the August 17, 2026, regular meeting, the City Council considered and introduced an ordinance amending Gilroy Zoning Code Sections 30.50.41 and 30.50.47 relating to the Architectural and Site Review Permit process, as follows:

- (1) Requiring Planning Commission review and approval of Architectural and Site Review Permit applications with an Environmental Impact Report (EIR) under the California Environmental Quality Act (CEQA); and
- (2) Establishing enhanced public outreach requirements, including applicant-led neighborhood notifications and a community meeting once an Architectural and Site Review Permit application is deemed complete.
- (3) Retaining existing appeal rights, meaning that staff decisions may be appealed to the Planning Commission and those of the Planning Commission to the City Council.

BACKGROUND

On January 25, 2026, Councilmembers Kelly Ramirez and Carol Marques submitted a FAIR Memo to the City Administrator requesting a review of the Architectural and Site Review Permit process. The FAIR Memo was subsequently scheduled and placed on the March 16, 2026 Council meeting agenda.

On March 16, 2026, after staff presented a brief report describing the current Architectural and Site Review Permit process and initial considerations, the City Council directed staff to return with options regarding which applications may be appropriate to require public hearings and which decision-making body — staff, Planning Commission, or City Council — may be appropriate to conduct them, to ensure residents have a meaningful opportunity to participate.

On June 15, 2026, for City Council consideration, staff presented options to improve public outreach and require certain Architectural and Site Review Permits be reviewed and approved by the Planning Commission. The City Council directed staff to implement those options by initiating a Zoning Code amendment.

On July 16, 2026, the Planning Commission reviewed the proposed zoning amendment to improve public outreach and community engagement and recommended changes to the ordinance for City Council to consider.

On August 17, 2026, the City Council reviewed the proposed zoning amendments along with the Planning Commission recommendation and community input and introduced an ordinance amending Chapter 30 (Zoning), Article L (Planning Department Applications) relating to Architectural and Site Review Permit Process.

ANALYSIS

The City Council is now being asked to adopt the proposed Architectural and Site Review Permit ordinance previously discussed at the August 17, 2026, City Council meeting. Once adopted, the ordinance will take effect thirty (30) days from the date of adoption on October 14, 2026.

ALTERNATIVES

If the Council does not adopt the ordinance, the City will continue to operate under the current Architectural and Site Review process, and enhanced public outreach will not be codified. If the Council amends the proposed ordinance, staff will provide a revised version at a future City Council meeting.

FISCAL IMPACT/FUNDING SOURCE

There will be increased costs for the developer because of the additional public outreach notification required for certain non-residential development projects.

For long-term fiscal impact, fee schedule adjustments for application/permit fees will be necessary to offset additional staff time and other administrative costs.

PUBLIC OUTREACH

Newspaper notification was published for the Planning Commission and the first reading of the ordinance at the City Council meeting. This second reading and adoption was included on the publicly posted agenda for this meeting.

NEXT STEPS

If adopted, the proposed ordinance will become effective in 30 days following adoption.

Attachments:

1. Draft Architectural and Site Review Permit Ordinance (including Exhibit 'A')

ORDINANCE 2026-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GILROY AMENDING THE GILROY CITY CODE, CHAPTER 30 (ZONING), ARTICLE L (PLANNING DEPARTMENT APPLICATIONS), REGARDING THE ARCHITECTURAL AND SITE REVIEW PERMIT PROCESS

WHEREAS, Architectural and Site Review Permit process is established in the Gilroy City Code, Chapter 30, Article L, Sections 30.50.40 through 30.50.47. Under the current Zoning Code, the Community Development Director or designee is authorized to act on certain Architectural and Site Review Permit applications as an administrative determination. This process does not require a public hearing or public notice; and

WHEREAS, on January 25, 2026, Councilmembers Kelly Ramirez and Carol Marques submitted a Future Agenda Item Request (FAIR) Memo to the City Administrator requesting that staff review the Architectural and Site Review Permit process and propose options to increase public engagement and notice for certain projects; and

WHEREAS, on March 16, 2026, after staff presented a brief report describing the current Architectural and Site Review Permit process and initial considerations, the City Council directed staff to present options identifying which Architectural and Site Review Permit applications may be appropriate to require public hearings and which decision-making body may be appropriate to conduct them, to ensure residents have a meaningful opportunity to participate; and

WHEREAS, on June 15, 2026, after reviewing staff recommendations, the City Council directed staff to develop a zoning amendment dedicated to enhancing public outreach for certain Architectural and Site Review Permit applications. The Council also directed staff to prepare a zoning amendment requiring Planning Commission review and approval of Architectural and Site Review Permits for certain projects; and

WHEREAS, the proposed zoning amendment requires enhanced public outreach for any new non-residential (commercial or industrial) projects 15,000 square feet or larger once an Architectural and Site Review Permit application is deemed complete. Outreach measures include newspaper notification, city digital communications, applicant-mailed notices, and a community meeting. These steps ensure residents and property owners have a meaningful opportunity to review and comment on such projects; and

WHEREAS, the zoning amendment would further require that the Planning Commission review and serve as the decision-authority on Architectural and Site Review Permit applications at a duly noticed public hearing for any development project with an Environmental Impact Report under the California Environmental Quality Act (CEQA), while preserving administrative review of all other Architectural and Site Review Permit applications by the Community Development Director or designee and the existing two-step (Planning Commission then Council) appeal structure; and

WHEREAS, the proposed zoning amendments are consistent with the Gilroy 2040 General Plan, including Land Use Element Goal LU 1 (Protect and enhance Gilroy's quality of life and unique identity while continuing to grow and change), Goal LU 5 (Encourage, facilitate, and support the development of new employment and industrial uses and retention of existing industry to ensure compatibility with existing surrounding uses and planned uses), Policy LU 3.5 (Encourage infill developments that enhance neighborhood quality and respond to community input in the planning and design of infill projects or non-residential, neighborhood-serving uses), and Goal LU 8 (Support growth and development that preserves and strengthens the City's historic small-town character; provides and maintains safe, livable, and affordable neighborhoods; and creates beautiful places), in that the Zoning Ordinance is the primary tool used to implement the General Plan and the amendments advance compatible development, neighborhood protection, community participation, and high-quality, publicly accountable review; and

WHEREAS, the City Council finds that the adoption of the proposed zoning amendments is exempt from CEQA under State CEQA Guidelines Section 15061(b)(3), the "common sense" exemption, because it can be seen with certainty that there is no possibility the amendments may have a significant effect on the environment, in that the amendments establish procedural review, public hearing, and noticing requirements for the processing of Architectural and Site Review Permits and do not authorize, approve, or entitle any specific development, and each future project remains subject to its own project-level environmental review; and

WHEREAS, on July 16, 2026, the Planning Commission held a duly noticed public hearing, at which time the Planning Commission received and considered the staff report as well as all evidence received including written and oral public testimony related to the proposed Zoning Amendments, and recommended that the City Council approve the proposed amendments with some modifications; and

WHEREAS, on August 17, 2026, the City Council held a duly noticed public hearing at which time the City Council received and considered the proposed adoption of the Zoning Amendments, took and considered written and oral public testimony, the staff report, the Planning Commission recommendation, and all other documentation related to the proposed amendments; and

WHEREAS, the location and custodian of the documents or other materials which constitute the record of proceedings upon which the project approval is based is the office of the City Clerk.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GILROY DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I

The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION II

The amendments to the Gilroy City Code, Chapter 30 (Zoning) and Article L (Planning Department Applications), set forth in Exhibit 'A' regarding Architectural and Site Review, are hereby adopted.

SECTION III

If any section, subsection, subdivision, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise void or invalid by any court of competent jurisdiction, the validity of the remaining portion of this Ordinance shall not be affected thereby.

SECTION IV

Pursuant to Section 608 of the Charter of the City of Gilroy, this Ordinance shall be in full force and effect thirty (30) days from and after the date of its adoption.

PASSED AND ADOPTED by the City Council of the City of Gilroy at a regular meeting duly held on the __ day of __ 2026 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

Exhibit 'A'
AMENDMENTS TO THE GILROY CITY CODE, CHAPTER 30 (ZONING), ARTICLE L
(PLANNING DEPARTMENT APPLICATIONS) (SECTIONS 30.50.40-30.50.47)

Gilroy Zoning Code Sections 30.50.40 through 30.50.47 (Architectural and site review) are amended as set forth below. Replaced text is shown as ~~strikethrough~~ and new text is shown underlined and in **red**, as shown below

30.50.41 Review.

(a) Architectural and Site Review Permits. The community development director or designee shall review and decide applications for architectural and site approval, and shall be bound by any uniform standards adopted by the city council or planning commission relating to the intent, scope or review of architectural and site approval requirements. Any decision to issue an architectural and site approval is a discretionary decision subject to the California Environmental Quality Act. The community development director or designee shall review and may issue architectural and site approval for the following uses:

- (1) Construction, installation, or major remodeling of structures in an industrial, commercial, professional office, public facilities or open space zone. Installation includes the location of trailers and mobile units on a site, unless such structures are temporary in nature in compliance with Article XLVII, Temporary Uses. Major remodeling includes building additions, as well as alterations within any twelve (12) month period exceeding fifty percent (50%) of the floor area, facade or value of the existing building. The value shall be determined by the city building department. Major interior remodeling projects may be exempt from review if they are determined by the director of planning not to be significant in terms of potential impacts to surrounding land uses and meet all other minimum city standards.
- (2) Residential developments having two (2) or more total units on a parcel, unless otherwise exempted under this chapter.
- (3) Relocated or moved buildings.
- (4) Changes in historic site or neighborhood combining districts which the planning director determines are not significant, and thereby do not require further review, may receive an administratively approved architectural and site review permit, either through a new architectural and site review permit or through a minor modification process pursuant to subsection (b) of this section. The historic heritage committee shall review and make recommendations to the planning commission on applications for architectural and site approval which

involve significant changes, and shall be bound by any uniform standards adopted by the city council or planning commission relating to the intent, scope or review of architectural and site approval requirements. The planning commission shall review and may issue architectural and site approval for the following uses:

- a. Remodeling or construction in a historic neighborhood combining district, as defined in section [30.27.40\(a\)](#), involving significant changes, as determined by the planning director.
- b. Remodeling or construction in a historic site combining district, as defined in section [30.27.40\(b\)](#), involving significant changes, as determined by the planning director.

(5) Development of four (4) or more single-family residential parcels which have been created from the same parcel map, tentative map or final map.

(6) Site improvements in commercial and industrial districts intended to allow for establishment of a new use or expansion of an existing use on property for which prior legal improvements have not been installed. Such new improvements could include, but not be limited to, grading, paving and fencing.

(7) Use of a lot for outdoor uses or storage purposes, except for exterior storage in private residential yards that conforms to other provisions of the municipal code.

(8) Homes and accessory structures requiring building permits within the residential hillside zoning district, except for those accessory structures approved under the minor modification provisions in subsection (b) of this section.

(9) Building demolitions, except for the following:

- a. Demolition of a nonhistoric single-family home for which building permits have been issued for a replacement single-family house. For the purposes of this section, a historic home shall be any home in the historic neighborhood combining district, a designated historic site, or any structure meeting the criteria established in section [30.27.30](#).
- b. Demolition or removal of a building which the city building official has determined to be an immediate threat to public health or safety.
- c. Demolition or removal of a building that has been ordered to be removed or demolished by the code enforcement appeals hearing board or by a court of law.

d. Demolition or removal of residential accessory structures, except for historic properties (subject to section 30.27.50), and subject to the provision of on-site parking.

e. Demolitions of nonresidential buildings no greater than one thousand (1,000) square feet that are approved through the minor modification process.

f. Demolitions that, due to their size, nature, condition, or other factors, are determined by the community development director or designee to not require an architectural and site permit.

(10) The creation, on or above ground, through installation, construction, or replacement, of two thousand five hundred (2,500) square feet or more of impervious surface, except that single-family detached residences that are not within the residential hillside zoning district, a planned unit development overlay district, or the historic neighborhood combining district are not subject to the architectural and site permit process. For purposes of this section, the calculation of the two thousand five hundred (2,500) square feet of new or replaced impervious surface shall represent the total of all newly created impervious surfaces, whether on structures, pavement, or any other surface.

(11) Changes identified in subsection (b) of this section that are not approved as a minor modification.

Any other remodeling, except as indicated above or as indicated in subsection (b) of this section, shall be exempt from architectural and site or minor modification approval. For changes requiring a minor modification or architectural and site review permit, a building permit shall not be issued until architectural and site or minor modification approval is obtained from the community development director or the planning commission, if appealed.

(b) Architectural and Site Review Permits Requiring Planning Commission Review.

(1) Planning Commission Review of Architectural and Site Review Permits with an Environmental Impact Report. Notwithstanding any other provision of this section assigning review authority to the Community Development Director or designee, the Planning Commission shall review and decide, at a duly noticed public hearing, any application for architectural and site review permit for a development project for which an Environmental Impact Report has been or is required to be prepared under the California Environmental Quality Act. In acting on such an application, the Planning Commission shall apply the same scope of review, findings, and conditions set forth in Sections 30.50.43 and 30.50.44. All other applications for architectural and site approval shall continue to be

reviewed and decided administratively by the Community Development Director or designee.

(c) Enhanced Public Outreach for Certain Projects. Enhanced public outreach is required for any architectural and site review permit application for any new non-residential (commercial or industrial) project 15,000 square feet or larger, once it is deemed complete.

(1) Applicant Notice and Community Meeting. The applicant shall (i) host a community meeting at which the applicant presents the project and gathers feedback prior to a decision on the application (ii) mail notice of a community meeting to property owners and residents within a radius of one thousand (1,000) feet of the project's property line, no later than 14 days before the community meeting; (iii) publish a newspaper notification in the local newspaper no later than 14 days before the community meeting; and (iv) document its community engagement efforts, by providing a copy of the mailed notice, the mailing list, and a summary of comments received to the project planner. No decision shall be issued on an application subject to this subsection until the requirements of this subsection have been satisfied.

(b d) Minor Modifications. A minor modification may be conducted only where such approval would be consistent and comply with all applicable local laws in effect at the time of issuance, including without limitation the city's general plan and the provisions of the City Code. The intent of the minor modification process is to facilitate minor changes that maintain or improve the aesthetic, historic, architectural, landscape, or other qualities of properties. Minor modifications consistent with this section may, without limitation, be conducted to implement section [30.26.50\(b\)](#), [30.50.47\(d\)](#), or [30.50.50\(g\)](#). No proposals requiring a new negative declaration, mitigated negative declaration, or environmental impact report as clearance under the California Environmental Quality Act shall be allowed through the minor modification process.

The community development director or designee may, at the director's sole discretion, approve a minor modification for the following elements, subject to and in accordance with the provisions of this section:

(1) Changes to previously approved development permits but only for minor modification of architectural elements, exterior lighting or landscape details (including but not limited to minor storefront alterations, relocation of doors, equipment screening, minor landscape furniture and structures, benches, small trellises, and planters) which do not affect the use, intensity, general character, architectural style, circulation or other site function of the project.

(2) The creation, on or above ground, through installation, construction, or replacement, of less than two thousand five hundred (2,500) square feet of impervious surface, except that single-family detached residences that are not within the residential hillside zoning district, a planned unit development overlay district, or the historic neighborhood combining district are not subject to the minor modification process. For purposes of this section, the calculation of the maximum square feet of new or replaced impervious surface shall represent the total of all newly created impervious surfaces, whether on structures, pavement, or any other surface.

(3) The replacement, repaving, reconfiguration, or restriping of parking spaces on existing surfaces.

(4) Building additions or accessory structures of less than one thousand (1,000) square feet or less than twenty percent (20%) of the building area prior to the addition in area, whichever is smaller, to nonresidential buildings.

(5) Building additions or accessory structures of two hundred fifty (250) square feet in total area or less, or less than twenty percent (20%) of the total building area prior to the addition, whichever is smaller, to hillside single-family residences, residences in planned unit development overlay zones, a duplex, or a multiple-family building; provided, that current parking regulations are being met and would continue to be met after the completion of any addition and provided that site amenities are not adversely impacted.

(6) Above ground storage tanks of two thousand (2,000) gallons or less in zoning districts other than industrial zoning districts and an above ground storage tank of ten thousand (10,000) gallons or less in an industrial zoning district.

(7) Demolition of nonresidential buildings less than one thousand (1,000) square feet.

(8) For properties designated as a historic site or within a historic neighborhood combining district, minor modifications can be processed and approved for the following:

- a. Minor modifications of architectural elements, landscape details (including but not limited to equipment screening, minor landscape furniture and structures, benches, small trellises and planters), or installation of new or additional pavement that do not affect the historic significance, use, intensity, general character, architectural style, circulation or other site function of the property.

b. Accessory structures or building additions that do not exceed two hundred fifty (250) square feet in area and that are consistent with historic compatibility criteria and applicable design guidelines and standards.

(9) Other similar minor items, as determined by the community development director.

The decision to grant, deny or condition a minor modification is an administrative determination and requires no hearing or public notice. The action of the community development director or designee shall be final, and nothing herein shall be deemed or construed to confer on an applicant a right to a minor modification or to require the director to issue a minor modification. If the community development director denies a minor modification, nothing herein shall preclude the applicant from thereafter filing an application for an appropriate development permit.

Where property was developed prior to the requirement of an architecture and site permit, minor modifications for projects as set forth in this subsection (b) may be approved without the necessity of the issuance of a full site architecture and site permit. The minor modification process may, at the community development director's discretion, also be used to make the above-noted modifications to an approved planned unit development permit.

30.50.47 Terms of approval.

(a) Time Limits. If any development for which architectural and site approval has been granted has not obtained building permits within one (1) year from the date of notification of approval, the approval shall be deemed automatically revoked. Upon application, an extension of time may be granted by the planning director.

(b) Transfer. Architectural and site approval shall be deemed revoked if the use for which the approval is granted is changed unless, upon application to the planning director, the approval is transferred. The planning director shall transfer the approval to the new use if the previous approval meets the requirements of this section for the changed use. If the planning director does not reissue the approval, a new application must be filed.

(c) Conformance to Approval. Development for which architectural and site approval has been granted shall conform to the approval and any conditions attached thereto.

(d) Modification. Upon request of the applicant, modifications of the approved plan, which meet the requirements of this chapter, may be approved by the planning director.

(e) Appeal. ~~Anyone so desiring may appeal the decision of the planning director by written request to the planning commission and payment of the appeal fee within twenty (20) days of the planning director's determination.~~ An administrative decision of the Community Development Director or designee under this article may be appealed to the Planning Commission, and any decision of the Planning Commission on that appeal or rendered under Section 30.50.41(b) may be appealed to the City Council, in each case by written request and payment of the appeal fee filed within twenty (20) days of the decision.

All other provisions of Gilroy Zoning Code Sections 30.50.40 through 30.50.47 not expressly amended by this Exhibit shall remain in full force and effect.



City of Gilroy

STAFF REPORT

Agenda Item Title: Adopt a Resolution amending the FY2026-27 Capital Improvement Program Budget by appropriating an additional \$95,000 of Community Facilities District (CFD) funds to the Precast Concrete Fence Project, and approving an additional \$95,000 of contingency for the construction contract with Silicon Valley Paving, Inc. for the Project

Meeting Date: September 14, 2026
 From: Matt Morley, 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

Adopt a Resolution:

1. Amending the FY2026-27 Capital Improvement Program Budget by appropriating an additional \$95,000 of Community Facilities District (CFD) funds to the Precast Concrete Fence Replacement Project; and
2. Approving an additional \$95,000 to the established contingency of the construction contract with Silicon Valley Paving, Inc. for the Project for a total project contingency of \$136,500 and total contract amount including contingency of \$551,500.

EXECUTIVE SUMMARY

The City of Gilroy is responsible for maintaining the concrete fence surrounding many trails throughout Gilroy's park system. Council recently awarded a contract to Silicon Valley Paving, Inc. to repair approximately 2,700 linear feet of damaged precast concrete fencing at Hecker Pass Park, located near the intersection of 3rd Street and

Rosemary Drive. Following the contract award, City Staff identified an additional 900 linear feet of fence in the immediate area that are in need of repairs. This contract amendment adds funding to the project contingency to perform the additional repairs.

BACKGROUND

The Precast Concrete Fence Replacement Project was released for construction bids in May 2026. Bids were received from four contractors on June 11, 2026, and Silicon Valley Paving, Inc. was determined to be the lowest responsive and responsible bidder. In August 2026, City Council awarded a contract to Silicon Valley Paving, Inc. to perform repairs on 2,700 linear feet of fenceline for a total project cost of \$456,500.

Following the contract award to Silicon Valley Paving, City Staff identified an additional 900 linear feet of fence that are in dire need of repairs and also in the immediate vicinity of the repairs currently contracted.

ANALYSIS

After identifying the additional area in need of repair, staff requested a quote from Silicon Valley Paving to determine if the amount needed could be covered under the contingency approved in the original contract award. However, the amount quoted by the contractor exceeds the contingency available.

The additional contingency funds will cover all labor, materials, and equipment needed to complete the additional 900 linear feet of fence replacement. Silicon Valley Paving anticipates the additional area of work taking an extra five working days to complete, but the project will still finish the work inside the approved amount of working days.

ALTERNATIVES

The City Council could choose not to approve the budget amendment and increase to the construction contingency and direct staff to make the repairs as originally outlined in the project specifications. Staff does not recommend this option, as the damaged area of fence is in need of repair and in the immediate vicinity of the area of work for the approved project.

FISCAL IMPACT/FUNDING SOURCE

The construction contract with Silicon Valley Paving, Inc. is for a not-to-exceed amount of \$415,000, with a \$41,500 construction contingency, for a total construction amount of \$456,500.

Staff recommends increasing the project contingency amount by \$95,000 to cover the

additional labor, materials, and equipment required for the project, and increase the total contract amount including contingency to \$551,500.

Staff also recommends appropriating \$95,000 from the Community Facilities District Fund (Fund 260) to the project to fund the change order which will be issued to Silicon Valley Paving, Inc. out of the contingency. Sufficient funds are available in Fund 260.

PUBLIC OUTREACH

N/A

NEXT STEPS

Upon City Council approval of the budget amendment, staff will approve a change order for the additional 900 linear feet of fence materials, project labor, and necessary equipment.

Attachments:

1. Resolution

RESOLUTION NO. 2026-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF GILROY AMENDING THE PRECAST CONCRETE
FENCE REPLACEMENT PROJECT BUDGET**

WHEREAS, the City Council awarded a contract to Silicon Valley Paving, Inc. and approved a budget for the Precast Concrete Fence Replacement Project on August 17, 2026; and

WHEREAS, City staff, following award of the contract, identified an additional 900 linear feet of fence in the immediate area of work is also in need of repair; and

WHEREAS, City staff requested a change order quote from Silicon Valley Paving for materials, labor, and equipment to perform an additional 900 linear feet of fence repair; and

WHEREAS, the quote from Silicon Valley Paving came in at \$95,000; and

WHEREAS, City staff determined the additional repairs could not be covered under contingency and is requesting an additional \$95,000 be added to the project contingency; and

WHEREAS, City Staff has prepared and submitted to the City Council a proposed budget amendment to the City of Gilroy Fiscal Year 2026-27 for the Precast Concrete Fence Replacement Project in the staff report dated September 14, 2026, for additional contingency funds.

NOW, THEREFORE, BE IT RESOLVED The City council amends the Precast Concrete Fence Replacement Project Budget to appropriate \$95,000 from the Communities Facilities District Fund, Fund 260, for the project.

PASSED AND ADOPTED this 14th day of September 2026 by the following roll call vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

APPROVED:

Matt Morley, 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. 2026-XX** is an original resolution, or true and correct copy of a City Resolution, duly adopted by the Council of the City of Gilroy at a Regular Meeting of said Council held on **Monday, Date**, with a quorum present.

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

Kim Mancera
City Clerk of the City of Gilroy





City of Gilroy

STAFF REPORT

Agenda Item Title: Release of Unclaimed Checks to the City's General Fund in Accordance with California Government Code Section 50053

Meeting Date: September 14, 2026
 From: Matt Morley, City Administrator
 Department: Finance
 Submitted by: Cindy Murphy, Finance Director
 Prepared by: Cindy Murphy, Finance Director

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

Adopt a resolution of the City Council of the City of Gilroy to release unclaimed checks to the City's General Fund in accordance with California Government Code Section 50053.

EXECUTIVE SUMMARY

Not Applicable.

BACKGROUND

The Finance Department monitors the City's outstanding check register for stale-dated checks. Finance staff contacts and notifies the vendor or payee of the outstanding check with instructions on how to claim the funds. The majority of the stale-dated checks are claimed through this notification process. The remaining unclaimed checks after three years are then released to the City's General Fund as allowed by California Government Code 50053. The City of Gilroy has followed this process for several years.

ANALYSIS

As of June 30, 2026, the City had three checks that were outstanding and unclaimed for

more than three years. Finance staff contacted payees and mailed out letters with forms to claim the funds as appropriate. Additionally, the City advertised the unclaimed checks in the Gilroy Dispatch newspaper on July 10, 2026 and July 17, 2026. The advertised total amount of checks is \$63.37. As of August 27, 2026, these three checks remain outstanding and unclaimed.

According to the guidelines set forth by California Government Code Section 50053, any individual check for \$15 or more, which remains unclaimed for more than three years, may be transferred to the General Fund by the City Council after public notification in a local newspaper.

In compliance with the state guidelines, staff recommends the adoption of the attached resolution to release the unclaimed checks and transfer the total amount of \$63.37 to the City's General Fund.

ALTERNATIVES

The State Controller's Office has an Unclaimed Property Division established which safeguards unclaimed property reported and transferred by various entities when there has been no activity for a period of time, which is generally three years. Claimants can search the State database on the [State's Website](#) and submit claims accordingly if they determine a property belongs to them.

An alternative to releasing the three checks totaling \$63.37 to the City's General Fund, is to report and transfer them to the California State Controller's Office. Should the City Council collectively decide to pursue this alternative, staff recommends that City Council not adopt the attached resolution, but instead direct staff to transfer the three checks to the State Controller's Office. Staff will then report and transfer the unclaimed checks to the State Controller's Office and will follow this direction for future years as well.

FISCAL IMPACT/FUNDING SOURCE

The release of these unclaimed funds will increase General Fund revenue by \$63.37.

PUBLIC OUTREACH

Notification was made to the payees as part of the Finance Department's regular outreach to inform them of the unclaimed monies and provide applicable forms and instructions for claiming the funds. Notification to the public was made via Gilroy Dispatch on July 10, 2026 and July 17, 2026. Staff has also established a webpage on the City's website for the listing of unclaimed monies.

NEXT STEPS

Not applicable.

Attachments:

1. Public Notice 07.10.26 English
2. Public Notice 07.10.26 Spanish Translation
3. 2026 Release of Unclaimed Checks Resolution

Public Notice

CITY OF GILROY
FINANCE DEPARTMENT
7351 Rosanna Street
Gilroy, CA 95020

Notice is hereby given that the City of Gilroy is holding funds for the following persons and businesses. If said funds are not claimed by August 24, 2026, these funds will become the property of the City of Gilroy in accordance with California Government Code Section 50052.

The said funds may be released to the depositor, their heir, beneficiary, or duty appointed representative provided a claim form has been completed with the necessary information. The information needed is as follows:

- Name, address, telephone number, and social security number (or FEIN).
- Amount of claim.
- Proof of Identity, such as copy of driver's license, social security card or birth certificate.
- Grounds on which claim is founded.

The Unclaimed Money Claim Form is available at the City of Gilroy Finance Department, located at 7351 Rosanna Street in Gilroy or at <https://www.cityofgilroy.org/1052/Unclaimed-Monies>

Persons or entities with funds on deposits for three (3) years are:

Name	Amount
HARMANDEEP KAUR SINGH	\$23.04
VERONICA FISHER	\$17.57
GILROY AUTO BODY PAINT	\$22.76

Noticia Pública

CIUDAD DE GILROY
DEPARTAMENTO DE FINANZAS
7351 Rosanna Street
Gilroy, CA 95020

Por la presente se notifica que la ciudad de Gilroy tiene fondos para las siguientes personas y empresas. Si dichos fondos no se reclaman antes del 24 de agosto de 2026, estos fondos pasarán a ser propiedad de la ciudad de Gilroy de acuerdo con la Sección 50052 del Código de Gobierno de California.

Dichos fondos podrán ser liberados al depositante, su heredero, beneficiario o representante designado en funciones, siempre que se haya completado un formulario de reclamación con la información necesaria. La información necesaria es la siguiente:

- Nombre, dirección, número de teléfono y número de seguro social (o FEIN).
- Cantidad de reclamo.
- Prueba de identidad, como copia de la licencia de conducir, tarjeta de seguro social o certificado de nacimiento.
- Motivos en que se fundamenta la reclamación.

El formulario de reclamación de dinero no reclamado está disponible en el Departamento de Finanzas de la ciudad de Gilroy, ubicado en 7351 Rosanna Street en Gilroy o <https://www.cityofgilroy.org/1052/Unclaimed-Monies>

Las personas o entidades con fondos en depósitos por tres (3) años son:

Nombre	Cantidad
HARMANDEEP KAUR SINGH	\$23.04
VERONICA FISHER	\$17.57
GILROY AUTO BODY PAINT	\$22.76

RESOLUTION 2026-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF GILROY TO RELEASE UNCLAIMED CHECKS
TO THE CITY OF GILROY PURSUANT TO
CALIFORNIA GOVERNMENT CODE SECTION 50053**

WHEREAS, on the attached list, Exhibit A, checks of fifteen (\$15) dollars or more have been outstanding and unclaimed for more than three years.

WHEREAS, California Government Code 50053 authorizes legislative body of a local agency to transfer the unclaimed funds to its General Fund.

WHEREAS, a Public Notice of unclaimed funds was advertised in a newspaper of local circulation.

NOW, THEREFORE, BE IT RESOLVED that the unclaimed checks, of fifteen (\$15) or more dollars on the attached list in Exhibit A in the total amount of \$63.37 shall be transferred to the City of Gilroy's General Fund, in accordance with Section 50053 of the California Government code.

PASSED AND ADOPTED by the City Council of the City of Gilroy at a regular meeting duly held on the 14th day of September 2026 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

CERTIFICATE OF THE CLERK

I, **KIM MANCERA**, City Clerk of the City of Gilroy, do hereby certify that the attached **Resolution No. 2026-xx** is an original resolution, or true and correct copy of a City Resolution, duly adopted by the Council of the City of Gilroy at a Regular Meeting of said Council held on **Monday, September 14, 2026**, with a quorum present.

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

Kim Mancera
City Clerk of the City of Gilroy



EXHIBIT A

<u>PAYEE</u>	<u>AMOUNT</u>
Harmandeep Kaur Singh	\$23.04
Fisher, Veronica	17.57
Gilroy Auto Body Paint	22.76
	\$63.37



City of Gilroy

STAFF REPORT

Agenda Item Title: Claim of Kimberly San Filippo (The City Administrator recommends a "yes" vote under the Consent Calendar shall constitute denial of the claim)

Meeting Date: September 14, 2026

From: Matt Morley, City Administrator

Department: Human Resources/Risk Management

Submitted by: Michael Horta, Human Resources Director/Risk Manager.

Prepared by: Michael Horta, Human Resources Director/Risk Manager.

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

Based on the recommendation from the Municipal Pooling Authority (MPA) and/or legal counsel, this claim is recommended for rejection.

EXECUTIVE SUMMARY

Based on the recommendation from the Municipal Pooling Authority (MPA) and/or legal counsel, the following claim is submitted to the City Council for rejection at the September 14, 2026 meeting:

- Claim of Kimberly San Filippo

BACKGROUND

n/a

ANALYSIS

n/a

ALTERNATIVES

n/a

FISCAL IMPACT/FUNDING SOURCE

n/a

PUBLIC OUTREACH

n/a

NEXT STEPS

n/a

Attachments:

1. Claim for Kimberly San Flippo

CLAIM PRESENTED TO THE CITY OF GILROY



Please read the instructions on the back before completing.

Claim #: _____

1. Full Name of Claimant: Kimberly San Filippo Claimant's Address: 6500 Monterey St, 201 Claimant's City, State, Zip: Gilroy, CA 95020 Claimant's Email Address: 143kikidee@gmail.com Claimant's Telephone Number, including area code: (408) 665-1411	Reserved for Filing Stamp ☐ In person ☐ Mailed Police Report # (if applicable)						
2. If different from above, address to which notices regarding the claim should be sent (include the name, relationship to the claimant, and other contact information of anyone other than the claimant to whom notices regarding the claim should be sent): <table style="width: 100%;"> <tr> <td style="width: 50%;">First and Last Name Joe Shashaty</td> <td style="width: 50%;">Relationship to Claimant Attorney</td> </tr> <tr> <td>Address 500 Fesler St Unit 207</td> <td>City, State, Zip: El Cajon, CA 92020</td> </tr> <tr> <td>Email: joe@shashatylaw.com, iputrus@shashatylaw.com</td> <td>Telephone number, including area code:</td> </tr> </table>		First and Last Name Joe Shashaty	Relationship to Claimant Attorney	Address 500 Fesler St Unit 207	City, State, Zip: El Cajon, CA 92020	Email: joe@shashatylaw.com, iputrus@shashatylaw.com	Telephone number, including area code:
First and Last Name Joe Shashaty	Relationship to Claimant Attorney						
Address 500 Fesler St Unit 207	City, State, Zip: El Cajon, CA 92020						
Email: joe@shashatylaw.com, iputrus@shashatylaw.com	Telephone number, including area code:						
3. Date (Month/Day/Year) and time the injury, damage, or loss occurred: 04/18/2026 in the evening							
4. Specific location where the injury, damage, or loss occurred: 731 El Cerrito Way Gilroy, CA 95020							
5. a. What happened (describe in as much detail as possible the circumstances that gave rise to the claim) and why is the City responsible? Kimberly was walking a dog at night on a public street in Gilroy, CA, when she tripped on uneven pavement and fell forward onto her face. The City knew or should have known about the uneven, dangerous pavement and had reasonable time to fix it or warn of the hazard before claimant's fall, but failed to do so, directly causing claimant's injuries. b. Name(s) and job title(s) of responsible City employee(s), if known.							
6. Describe in as much detail as possible the injury, damage, or loss incurred: The incident resulted in a laceration to the left eyebrow, traumatic brain injury, significant swelling and a bump beneath the, bilateral black eyes with one being more severe, and abrasions to the shoulder and knee among others.							
7. Claim amount (if less than \$10,000): \$	For amounts \$10,000 and over, please indicate whether the claim would be a limited civil case: ☐ Yes (Limited Civil Case) ☒ No (Unlimited Civil Case)						
8. How did you arrive at the amount claimed? Please attach documentation.							
9. Signature of Claimant or Representative Date Signed 07/14/2026							



City of Gilroy

STAFF REPORT

Agenda Item Title: Approval of Second Redundant Internet Connectivity and Managed Network Services

Meeting Date: September 14, 2026
 From: Matt Morley, City Administrator
 Department: Administration
 Submitted by: Harjot Sangha, Assistant City Administrator
 Prepared by: Scott Golden, IT Manager

STRATEGIC PLAN GOALS: Maintain and Improve City Infrastructure

RECOMMENDATION

Authorize the City Administrator to negotiate final terms and execute a five-year service order with Spectrum Business for the City's primary and secondary Internet connections, including managed firewall and switch services.

EXECUTIVE SUMMARY

The City increasingly relies on cloud based, mission critical systems for day-to-day operations and public services. The City's existing network relies on a single internet connection, creating a significant single point of failure that could disrupt access to critical systems and services during a circuit or related network outage. In addition, the City recently implemented Senate Bill 707, which is operative, to provide two-way audio-video telephonic public participation at City Council meetings. To improve network reliability, performance, and operational risk, Information Technology recommends upgrading the capacity of our primary circuit and adding a second Internet circuit to establish a high performance, redundant dual site network architecture.

BACKGROUND

The City's shift toward cloud based applications such as Tyler EERP (Enterprise

Resource Planning) and Enterprise Permitting and Licensing (Land Management), Cityworks CMMS (Computerized Maintenance Management System), GilroyConnect, CivicClerk AMMS (Agenda and Meeting Management), and various other platforms across the organization has increased dependency on stable internet connectivity. Furthermore, the City's transition to providing audio/video teleconference capabilities as required by SB707 for City Council meetings has made it critical for the City to have a redundant circuit. The existing sole circuit represents a significant single point of failure. Recognizing the importance of reliable Internet connectivity, the adopted workplan identified network redundancy as a need.

ANALYSIS

Staff considered diversifying providers between Spectrum (primary) and Frontier (secondary), the two primary carrier in Gilroy. While using Frontier for the secondary circuit would provide separate service providers, this option would require the City to purchase and maintain additional firewall and switching equipment, retain professional services to configure the redundant network environment, and dedicate internal IT staff resources to ongoing administration, troubleshooting, licensing, and maintenance. In contrast, Spectrum's managed-services model provides and manages the necessary firewall and switching infrastructure and consolidates support for both Internet circuits through a single provider. This reduces the City's equipment ownership and administrative burden, provides a single point of accountability for troubleshooting and support, and allows IT staff to focus resources on other operational priorities. Additionally, Frontier recently merged with Verizon, and City currently uses Verizon for our voice services, which are supported by dual trunk circuits. Despite this redundancy, we have experienced multiple significant voice system outages in recent months which is a concern in staff's viewpoint.

Spectrum has proposed a superior architecture that meets redundancy and performance expectations and addresses concerns about using a single provider. The proposed architecture improves network resiliency by distributing critical network services across two geographically separate locations and eliminating several single points of failure. Each site uses an independent internet connection, and redundant firewalls that operate as a coordinated high-availability pair. The active firewall will be located at the Police Department and will process production traffic under normal conditions. The passive firewall, located at the Annex, remains synchronized and prepared to assume services following a firewall, circuit, power, or site-level disruption. Dedicated heartbeat connections maintain firewall state and configuration synchronization, supporting an orderly failover with minimal operational impact.

Key resiliency improvements include:

- Carrier diversity: Separate Spectrum 2 Gbps and Type II 1 Gbps connections reduce dependency on a single ISP or access circuit.
- Geographic redundancy: Network infrastructure is distributed across two

locations, improving survivability during a localized power, equipment, or facility outage.

- Firewall high availability: Active-passive firewall deployment provides automatic security and routing failover if the active appliance becomes unavailable.
- Redundant network paths: Cross-site connections allow the firewalls to reach the breakout and core infrastructure at either location.
- Maintenance flexibility: Internet circuits, firewalls, and switching components can be serviced with reduced risk of a complete network outage.

From a cost perspective, the Spectrum proposal also provides a financial benefit to the City. Under the proposed agreement, Spectrum would provide both a higher-capacity 2 Gbps primary circuit and a redundant 1 Gbps secondary circuit. See table below. Costs exclude taxes and fees.

Options	Internet Circuit Costs – 5 Years	Equipment / Managed Services – 5 Years	Total 5- Year Cost	Difference from Recommended
Spectrum Primary + Frontier Secondary / City-Managed	\$106,500	\$132,718	\$239,218	+\$58,318
Spectrum Dual Circuits / City- Managed	\$103,500	\$132,718	\$236,218	+\$55,318
Spectrum Dual Circuits / Managed Services (Recommended)	\$103,500	\$77,400	\$180,900	Recommended

ALTERNATIVES

1. Spectrum + Frontier Dual Provider Model (Not Recommended)
2. Spectrum Dual Circuits with City Managed Equipment (Not Recommended)
3. Spectrum Dual Circuits with Managed Equipment (**Recommended**)

FISCAL IMPACT/FUNDING SOURCE

The cost comparison is discussed in the analysis section. The expenditure for the Spectrum Business Internet circuit is funded by the Information Technology Fund (Fund

620). FY27 adopted budget includes the appropriations necessary for the first year of the agreement, and the budget for the additional years will be included as part of future budget development cycles.

PUBLIC OUTREACH

Not Applicable.

NEXT STEPS

1. Finalize and execute the five-year agreement with Spectrum Business for dual circuits and managed equipment.
2. Engage professional services to configure redundant connectivity.
3. Coordinate installation and cutover at the Police Department and City Hall Annex.

Attachments:

None



City of Gilroy

STAFF REPORT

Agenda Item Title: Award Five, Three-Year On-Call Engineering Support Contracts For a Total Not-to-Exceed \$450,000 Combined Aggregate Between All Contracts, With an Option of Two Additional, One-Year Extension Options of \$150,000 Combined Aggregate to: (1) Carollo Engineers, Inc; (2) BKF Engineers; (3) Provost & Pritchard Consulting Group; (4) Schaaf & Wheeler Consulting Civil Engineers; (5) WHB Engineers

Meeting Date: September 14, 2026
 From: Matt Morley, City Administrator
 Department: Utilities
 Submitted by: Derek Cray, Utilities Director
 Prepared by: Bret Swain, Senior Civil Engineer

STRATEGIC PLAN GOALS: Maintain and Improve City Infrastructure

RECOMMENDATION

1. Award contracts to (1) Carollo Engineers, Inc; (2) BKF Engineers; (3) Provost & Pritchard Consulting Group; (4) Schaaf & Wheeler Consulting Civil Engineers; (5) WHB Engineers, in an amount not to exceed \$450,000 combined aggregate between all firms for On-Call Utilities Engineering Services;
2. Authorize the City Administrator to execute the contracts and all associated documents; and
3. Authorize the City Administrator to execute up to two subsequent one-year contract amendments in an amount not to exceed \$150,000 combined aggregate between all firms for each subsequent year, subject to review and recommendation by the Utilities Director.

EXECUTIVE SUMMARY

The City issued a Request for Qualifications (RFQ) to provide on-call engineering services for design, preparation of bid documents, construction engineering management, and staff augmentation support for the Utilities Department and received seventeen statements of qualifications. After an evaluation and rating process, the review panel recommends the selection of the following five firms to provide the requested on-call services: (1) Carollo Engineers, Inc; (2) BKF Engineers; (3) Provost & Pritchard Consulting Group; (4) Schaaf & Wheeler Consulting Civil Engineers; (5) WHB Engineers. Having multiple firms on call expands the Utilities Department's service capacity and flexibility to deliver projects.

Staff recommends that Council approve entering into agreements with the above consultants for an initial period of three years, in a combined, aggregate not-to-exceed amount of \$450,000 across all agreements, with two one-year extension options, to extend for up to two additional one-year terms at a combined, aggregate not-to-exceed amount of \$150,000 per year.

BACKGROUND

A major component of the Utilities Department is the Capital Improvement Plan (CIP). The currently approved FY 24-28 CIP includes an \$87 million utilities-focused plan to renew and replace water and wastewater infrastructure. Currently, nine projects are in the design phase. Given the current projects' design, the Utilities department is at capacity to provide Engineering support for additional projects. Currently, there are two Engineering position vacancies within the Utilities department: a Flexible Staffed Engineer and a Senior Engineer. These positions are actively being recruited. However, hiring qualified engineers is a lengthy process due to the technical nature of the positions and the limited availability of qualified professional engineers. Furthermore, even after the City fills the vacant positions, there will still be a current and future need for on-call engineering support due to the large-scale CIP.

ANALYSIS

Having On-Call Engineering support will facilitate design and support services for bidding and construction of current and future water and wastewater projects. Examples of duties that may be assigned to the on-call engineers include hydraulic modeling, small and large-scale project design, bid document preparation, request-for-information (RFI) support, project construction management services, and staff augmentation to support the Engineering and Operations and Maintenance team, as needed.

Having a list of qualified engineering firms is ideal because it allows the workload to be spread among them, ensuring the most efficient and speedy output. Each of the five recommended firms has demonstrated experience in water or wastewater engineering and is qualified to perform general engineering services. In addition, each firm brings

depth and experience in one or more specialty areas, such as wellhead treatment, hydraulic modeling, and wastewater collection system rehabilitation. Having a list of five qualified engineering firms allows the city to match each assignment to the firm best suited to the work and mobilize on time-sensitive or emergency projects without the delay of a separate solicitation. If approved, the Utilities Department would issue work authorizations to the engineering firms as needed for the above-stated work.

The Utilities Department issued a Request for Qualifications (RFQ) 26-RFQ-UT-334 for on-call utilities engineering services. The RFQ was posted on the City's website and in the local newspaper. The City received 17 proposals by the June 25, 2026, deadline.

A review panel, consisting of three highly qualified professionals within the City, evaluated all proposals. The proposals were evaluated by the review panel based on the criteria listed in the RFQ, which included understanding and approach, proximity and availability to provide services, comprehensiveness and completeness of team to meet City's needs, qualification and specific experience of key team members, experience with similar types of projects, capacity to provide qualified personnel in a timely manner, and references/satisfaction of previous clients. Statements of Qualifications (SOQs) were ranked based on the composite score assigned by each evaluating panelist.

The review committee selected the top five firms on August 19, 2026, and the following consultants were selected: (1) Carollo Engineers, Inc; (2) BKF Engineers; (3) Provost & Pritchard Consulting Group; (4) Schaaf & Wheeler Consulting Civil Engineers; (5) WHB Engineers.

Staff recommends entering into a contract with the five engineering firms to provide the necessary coverage and expertise. The total not-to-exceed amount of \$450,000 would be shared among all five firms. The same would apply if the City chose to extend the contracts for two additional one-year periods, except that each of those two years would be at \$150,000.

ALTERNATIVES

The City Council may choose not to approve the selection of these firms to provide on-call utilities engineering services, reduce the number of approved on-call firms, or reduce the overall contract amounts.

FISCAL IMPACT/FUNDING SOURCE

The on-call Utilities Engineering service contract budget is capped at \$450,000; therefore, all on-call contracts have a proposed combined, aggregate not-to-exceed amount of \$450,000 across all agreements for the three-year term, with the option to extend for two additional one-year terms at a combined, aggregate not-to-exceed

amount of \$150,000 per year.

Funding for these contracts is included in the FY27 budgeted appropriations in the Water Fund (705) and the Wastewater Fund (700).

Future-year appropriations will be included in the biennial budget development process.

PUBLIC OUTREACH

NEXT STEPS

Should the City Council approve the on-call engineering support services, staff would then enter into contracts with each firm. Project design would begin with priority CIPs, and consultant services would be utilized as needed.

Attachments:

1. Agreement_Carollo_VendorSigned
2. Agreement_BKF_VendorSigned
3. Agreement_Provost_VendorSigned
4. Agreement_Schaaf_&_W_VendorSigned
5. Agreement_WHB_VendorSigned

AGREEMENT FOR SERVICES

[Professional Services]

This Agreement for Services (the “Agreement”) is entered into as of October 1, 2026 (the “Effective Date”), by and between the City of Gilroy (“CITY”), a municipal corporation duly organized and existing under the laws of the State of California, and Carollo Engineers, Inc. (“CONTRACTOR”).

ARTICLE 1. TERM OF AGREEMENT

The term of this Agreement shall commence on the Effective Date and continue in effect through September 30, 2029, with the option for two, one-year extensions (“End Date”), unless sooner terminated in accordance with the provisions of **Article 8**. Should no Effective Date be specified above, then the Effective Date of this Agreement shall be the date this Agreement is executed by the authorized CITY representative. The term of this Agreement may be extended by amendment in accordance with **Article 9.A**. It is intended that termination of this Agreement be contemporaneous with the final acceptance of all services described in **Exhibit B** by the Gilroy City Administrator or designee.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

Both parties understand and agree that CONTRACTOR, and any person working for or under the direction of CONTRACTOR, is an independent contractor and not an employee, agent, joint venturer, or partner of CITY. Nothing in this Agreement shall be construed as creating an employer-employee relationship between CITY and CONTRACTOR or any employee or agent of CONTRACTOR. CONTRACTOR is not an employee for state or federal tax purposes. CONTRACTOR shall not be entitled to any of the rights or benefits afforded to CITY’s employees, including, without limitation, disability or unemployment insurance, workers’ compensation, medical insurance, sick leave, retirement benefits, or any other employment benefits. CONTRACTOR retains the right to perform services for others during the term of this Agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

A. Specific Services

CONTRACTOR shall perform the services (the “Services”) in accordance with **Exhibit A** (“Specific Provisions”) and as outlined in **Exhibit B** (“Scope of Services”) within the time periods described in **Exhibit C** (“Milestone Schedule”) in accordance with the requirements of this Agreement.

B. Method of Performing Services

CONTRACTOR will determine the method, details, and means of performing the above-described Services. CITY has no right to control the manner or determine the method of accomplishing CONTRACTOR’s Services. CONTRACTOR will supply all tools and instrumentalities required to perform the Services under this Agreement at its sole cost and expense. CONTRACTOR is not required to purchase or rent any tools, equipment or services from CITY.

C. Employment of Workers

CONTRACTOR may, at the CONTRACTOR's own expense, employ such workers as CONTRACTOR deems necessary to perform the Services required of CONTRACTOR by this Agreement, subject to the limitations on assignment and subcontracting contained in **Article 5.E**, below. CITY may not control, direct, or supervise CONTRACTOR's workers in the performance of those Services. CONTRACTOR assumes full and sole responsibility for the payment of all compensation and expenses of these workers and for all State and Federal income tax, unemployment insurance, Social Security, disability insurance, and other applicable withholding. As an independent contractor, CONTRACTOR shall indemnify, defend, and hold CITY, its officers, officials, representatives, agents, employees, and volunteers harmless, pursuant to **Article 5.D** from and against any and all third-party claims arising from allegations that an employee-employer relationship exists between CITY and an employee or subcontractor of CONTRACTOR or of any of its subcontractors.

ARTICLE 4. COMPENSATION

A. Consideration

In consideration for the Services to be performed by CONTRACTOR, CITY shall pay CONTRACTOR the amounts set forth in **Exhibit D** ("Payment Schedule"). Such compensation shall be without right to any additional compensation of any kind or type whatsoever, including, without limitation, in quantum meruit. CONTRACTOR shall not be compensated for, and CITY shall not be obligated to pay for, any Services performed by CONTRACTOR without prior, written authorization from CITY, that exceed the total compensation amount provided herein. In the event of a conflict between the amount set forth in this **Article 4.A** and **Exhibit D** regarding the amount of compensation, this **Article 4.A** shall prevail. In no event shall the total compensation paid to CONTRACTOR for the complete and satisfactory performance of the Services in accordance with this Agreement exceed \$450,000 combined aggregate for three years between all firms selected for On-Call Utilities Engineering Services.

B. Invoices

CONTRACTOR shall submit invoices for all services rendered. CONTRACTOR shall invoice CITY no more than once every thirty (30) days.

C. Payment

Payment will be due according to the payment schedule set forth in **Exhibit D**. No payment will be made unless CONTRACTOR has first provided CITY with a written invoice describing the work performed and any approved direct expenses (as provided for in **Exhibit A, Section III**) incurred during the preceding period. CITY shall have no obligation to pay for any work or direct expenses not invoiced within ninety (90) days of the date such work was performed or such expenses were incurred. Expenses shall not be invoiced until incurred.

If CITY objects to all or any portion of any invoice, CITY will notify CONTRACTOR of the objection within thirty (30) days from receipt of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute. It shall not constitute a breach of this Agreement for CITY not to pay any invoiced amounts to which it has objected prior to resolution of the objection by mutual agreement of both parties hereto.

D. Costs and Expenses Incident to Performance

CONTRACTOR shall be responsible for all costs and expenses incident to the performance of Services for CITY, including, without limitation, all costs of equipment used or provided by CONTRACTOR, all fees, fines, licenses, bonds, or taxes required of or imposed against CONTRACTOR and all other of CONTRACTOR's costs of doing business. CITY shall not be responsible for any expenses incurred by CONTRACTOR in performing Services for CITY, except for those expenses constituting approved "direct expenses" referenced in **Exhibit A, Section III**.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

A. Compliance with Laws

CONTRACTOR shall comply with all applicable Federal, State, and local laws and regulations in fulfilling CONTRACTOR's obligations under this Agreement.

Without limiting the generality of the foregoing, CONTRACTOR shall comply with the provisions of California Labor Code Section 1735, and California Government Code Section 12940, obligating every worker and/or subcontractor under a contract or subcontract to CITY for public works or for goods or services to refrain from discriminatory employment or subcontracting practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any employee, applicant for employment, or any potential subcontractor.

Pursuant to Gilroy City Code Section 1.15, construction, alteration, demolition, repair and maintenance work performed under certain public works contracts is subject to all State laws regarding payment of prevailing wages, including, without limitation, Labor Code Section 1770 et seq. ("State Prevailing Wage Laws"). For construction work that cumulatively exceeds \$25,000 and for alteration, demolition, repair and maintenance work that cumulatively exceeds \$15,000, CONTRACTOR and its subcontractors must comply with State Prevailing Wage Laws.

☒ JM DB (initial) If the box to the left of this sentence is checked and the line beside it initialed by CITY, CONTRACTOR and its subcontractors must comply with State Prevailing Wage Laws and the provisions set forth in Section G of Exhibit A apply.

INDEMNIFICATION: CONTRACTOR acknowledges and agrees that regardless of whether or not the box above is checked and the line initialed, it is ultimately the responsibility of the CONTRACTOR and all subcontractors to determine for themselves whether any Services provided under this Agreement must comply with State Prevailing Wage Laws. To the fullest

extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless, through counsel approved by CITY (which approval will not be unreasonably withheld), CITY, its officers, officials, representatives, agents, employees, and volunteers, against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities, and expenses, including attorneys' fees, that arise out of, pertain to, or relate to any determination made by CITY, its officers, officials, representatives, agents, employees, and volunteers, whether explicitly or implicitly through any number of actions or representations, related to any classification that a project constitutes a public works project which must comport with State Prevailing Wage Laws.

B. Professional Standard of Care

CONTRACTOR shall perform all Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the County of Santa Clara and the State of California.

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

C. Insurance

CONTRACTOR shall procure and maintain insurance as described in **Exhibit E** for the duration of this Agreement (and any additional time as may be required in **Exhibit E** for particular coverage).

D. Indemnification of Liability, Duty to Defend

CONTRACTOR's indemnification and defense obligations, as provided herein, are in addition to, and are not limited by, the indemnification provision detailed in **Article 5.A** related to the State Prevailing Wage Laws and the insurance obligations provided in **Article 5.C** and **Exhibit E**.

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless, through counsel approved by CITY (which approval will not be unreasonably withheld), CITY, its officers, officials, representatives, agents, employees, and volunteers, against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities, and expenses, including attorneys' fees, that arise out of, pertain to, or relate to the performance of the Services or this Agreement, including all claims relating to the failure to pay wages, or the injury or death of any person or damage to any property, however caused, regardless of any negligence of CITY, excepting only such injury or death of any person, damage to any property, or any other loss, damage, or expense caused by the gross negligence or willful misconduct of CITY, its officers, officials, representatives, agents, employees, or volunteers.

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless, through counsel approved by CITY (which approval will not be unreasonably withheld), CITY, its officers, representatives, agents and employees from and against any and all claims, suits, damages, costs, fees, demands, causes of action, losses, liabilities and expenses, including, without limitation, reasonable attorneys' fees, arising out of any injury, disability, or death of any of CONTRACTOR's employees.

Notwithstanding the foregoing, to the extent that this Agreement is a "construction contract" within the meaning of Civil Code Section 2783, then CONTRACTOR's obligations to defend, indemnify, and hold harmless CITY, its officers, officials, representatives, agents, employees, and volunteers shall not extend to any injury or death of any person, damage to any property, or any other loss, damage, or expense caused by the sole or active negligence or willful misconduct of CITY, its officers, officials, representatives, agents, employees, or volunteers.

Furthermore, to the extent that CONTRACTOR is a "design professional" within the meaning of Civil Code Section 2782.8, CONTRACTOR's duty to indemnify provided above, including CONTRACTOR's duty and cost to defend, shall be limited to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR.

E. Assignment

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

F. State and Federal Taxes

As stated in **Article 2**, CONTRACTOR is not CITY's employee. Thus, CONTRACTOR is responsible for paying all required State and Federal taxes. Without limiting the foregoing, CONTRACTOR acknowledges and agrees that:

- CITY will not withhold FICA (Social Security) from payments to CONTRACTOR;
- CITY will not make State or Federal unemployment insurance contributions on behalf of CONTRACTOR;
- CITY will not withhold State or Federal income tax from payments to CONTRACTOR;
- CITY will not make disability insurance contributions on behalf of CONTRACTOR;
- CITY will not obtain workers' compensation insurance on behalf of CONTRACTOR.

G. Americans with Disabilities Act of 1990

Throughout the term of this Agreement, CONTRACTOR shall comply fully with all applicable provisions of the Americans with Disabilities Act of 1990 (“the Act”) as the same may be amended from time to time. CONTRACTOR shall also require such compliance of all subcontractors performing work under this Agreement, subject to the limitations on assignment and subcontracting contained in **Article 5.E**, above. CONTRACTOR shall defend, indemnify and hold harmless, through counsel approved by CITY (which approval will not be unreasonably withheld), CITY, its officers, officials, representatives, agents, employees, or volunteers, against all suits, claims, demands, damages, costs, causes of action, losses, liabilities, expenses and fees, including, without limitation, reasonable attorneys’ fees, that may arise out of any violations of the Act by CONTRACTOR, its subcontractors, or the officers, employees, agents or representatives of either.

ARTICLE 6. OBLIGATIONS OF CITY

A. Cooperation of City

CITY will respond to all reasonable requests of CONTRACTOR and provide access at reasonable times, following receipt by CITY of reasonable notice, to all documents reasonably necessary to the performance of CONTRACTOR’s duties under this Agreement.

B. Assignment

CITY may assign this Agreement or any duties or obligations thereunder to a successor governmental entity without the consent of CONTRACTOR. Such assignment will not release CONTRACTOR from any of CONTRACTOR’s duties or obligations under this Agreement.

ARTICLE 7. TIME OF COMPLETION

A. Time of the Essence

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

B. Commencement of Services

CONTRACTOR shall commence the Services described in **Exhibit B** on the date specified in the CITY’s “Notice to Proceed,” issued pursuant to **Exhibit A, Section II.A**.

C. Contract Time

CONTRACTOR shall diligently complete its Services within the time provided in **Exhibit C**.

D. Adjustments to Schedule

The term of this Agreement and/or the time periods described in **Exhibit C** may only be extended by amendment to this Agreement executed by CITY and CONTRACTOR in accordance with **Article 9.A**.

ARTICLE 8. TERMINATION OF AGREEMENT

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

CONTRACTOR shall notify CITY of the proposed sale of CONTRACTOR's business no later than thirty (30) days prior to any such sale. CITY will have the option of terminating this Agreement by providing written notice of termination in accordance with **Article 9.J**, within thirty (30) days after receiving such notice of sale.

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

B. Termination by CITY Without Cause

Notwithstanding any other provision of this Agreement, CITY may terminate this Agreement without cause at any time upon giving ten (10) days written notice to CONTRACTOR in accordance with **Article 9.J**. CONTRACTOR shall immediately stop work upon receipt of such notice except as may be necessary to safeguard and protect a project site, and shall be entitled to compensation per this Agreement for work performed prior to work stoppage.

C. Termination by CITY for Material Breach by CONTRACTOR

Should CONTRACTOR breach any provision of this Agreement and such breach be material, CITY may, but is not obligated to, terminate this Agreement by providing written notice to CONTRACTOR in accordance with **Article 9.J**. For the purposes of this section, material breach of this Agreement includes, but is not limited to the following:

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

Notwithstanding the foregoing, if CITY terminates this Agreement due to CONTRACTOR'S material breach of this Agreement, then in addition to any other rights and remedies CITY may have, CONTRACTOR shall reimburse CITY, within ten (10) days after demand, for any and all costs and expenses incurred by CITY in order to complete those tasks constituting the scope of work as described in this Agreement, to the extent such costs and expenses exceed the amounts CITY would have been obligated to pay CONTRACTOR for the performance of those tasks pursuant to this Agreement.

D. Termination by CONTRACTOR for CITY's Failure to Make Agreed-Upon Payments

If CITY fails to pay CONTRACTOR all or any part of the compensation set forth in **Article 4** of this Agreement by the date due, then if and only if such nonpayment constitutes a material breach under this Agreement, CONTRACTOR may, but is not obligated to, terminate this Agreement if

such breach is not remedied by CITY within thirty (30) days after written demand for such payment is given by CONTRACTOR to CITY in accordance with **Article 9.J.**

E. Transition after Termination

Upon termination, CONTRACTOR shall immediately stop work, unless cessation could potentially cause any damage or harm to person or property, in which case CONTRACTOR shall cease such work as soon as it is safe to do so. CONTRACTOR shall incur no further expenses in connection with this Agreement. CONTRACTOR will be entitled to payment only for work satisfactorily completed through the date of the termination notice, as reasonably determined by CITY, provided that such payment shall not exceed the amount set forth in Article 4.A of this Agreement for its Services which have been fully, competently and timely rendered by CONTRACTOR. CONTRACTOR shall within ten days of receipt of notice of termination deliver to CITY all work done toward completion of the Services required hereunder in the format of electronically stored files where available (including, without limitation, documents, spreadsheets, video and images, AUTOCAD or other design files, and the like) and shall act in such a manner as to facilitate the assumption of CONTRACTOR's duties by any new contractor hired by the CITY to complete such Services, including the use of the files required to be delivered hereunder.

ARTICLE 9. GENERAL PROVISIONS

A. Amendment & Modification

No amendment, modification, alteration or change to the terms of this Agreement will be effective unless and until made in a writing signed by both parties hereto.

B. Attorneys' Fees

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

C. Binding on Successors and Assigns

The covenants, terms, conditions and provisions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, and assigns of both parties hereto.

D. Interpretation

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

This Agreement contains the contributions of both parties, each of whom has had the opportunity to consult competent counsel, and it is expressly agreed and understood that the rule stated in Civil Code Section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of this Agreement.

E. Conflict of Interest

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

F. Entire Agreement

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

No other agreements or conversation with any officer, agent or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Such other agreements or conversations shall be considered as unofficial information and are not binding upon CITY.

G. Exhibits Incorporated

All exhibits referred to in this Agreement and attached to it are hereby incorporated by reference. In the event there is a conflict between the terms in the body of this Agreement and any of the terms of any exhibit to this Agreement, the terms in the body of this Agreement shall control.

H. Governing Law and Venue

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

I. No Third Party Beneficiary

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

J. Notices

Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered by U.S. Mail, registered or certified, return receipt requested, postage prepaid, or by overnight delivery service showing receipt of delivery, or by personal delivery, or by facsimile (fax) or email. Notices or demands shall be addressed as follows:

CITY: City of Gilroy
Attn: City Administrator
7351 Rosanna Street
Gilroy, CA 95020
Fax: 408-846-0500

With a copy to: City of Gilroy
Attn: Director, Utilities Department
7351 Rosanna Street
Gilroy, CA 95020
Fax: 408-846-0500

CONTRACTOR: Jonathan Marshall, PE
Carollo Engineers Inc.
2795 Mitchell Drive
Walnut Creek, CA 94598

or to such other address as either party may from time to time specify in writing to the other party in accordance with this paragraph.

Notices shall be deemed to have been given upon the earlier of actual receipt; or the next business day after delivery to an overnight delivery service; or three (3) days after the deposit in the U.S. mail; or the same day notice is faxed or emailed (if faxed or emailed before 5:00 p.m.), and on the next business day (if faxed or emailed after 5:00 p.m.)

K. Severability

If any provision of this Agreement, including any exhibit hereto, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the court is authorized and instructed to modify this Agreement so that the transactions and agreements contemplated herein are consummated as originally intended to the fullest extent possible.

L. Survival Clause

CONTRACTOR's obligations to defend, indemnify, and hold harmless CITY, and CITY's rights and remedies, as provided in this Agreement, survive the expiration or any termination of this Agreement, including, without limitation, CONTRACTOR's obligations under **Article 5**, and CITY's rights and remedies under **Article 9.B** and **Exhibit A, Section IV.B**.

M. Waiver

Waiver by CITY of any breach, violation of, or failure to perform any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, by CONTRACTOR, or any CITY delay in enforcement of the same, will not be deemed to be a waiver of any other

term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law, by CONTRACTOR.

N. Counterparts; Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement and any other documents to be delivered in connection herewith may be electronically signed. Any digital or electronic signatures (including pdf, facsimile or electronically imaged signatures provided by DocuSign or any other digital signature provider) appearing on this Agreement or such other documents shall have the same force and effect as handwritten signatures for the purposes of validity, enforceability and admissibility.

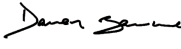
Executed at Gilroy, California, on the date and year written below.

CONTRACTOR:

CITY:

Carollo Engineers Inc.

CITY OF GILROY

By: 
Signed by: 98D9D803293743A...
 Name: Jonathan Marshall, PE
 Title: Vice President/Project Manager
 By: 
Signed by: 83F22E43811A477...
 Name: Darren Baune
 Title: Vice President

By: _____
 Name: Matt Morley
 Title: City Administrator

Date: _____

Social Security or Taxpayer
 Identification Number 86-0899222

ATTEST:

Approved as to Form

 City Attorney

 City Clerk

EXHIBIT A

SPECIFIC PROVISIONS

I. PROJECT MANAGER

CONTRACTOR shall provide the Services as outlined in **Exhibit B**, (“Scope of Services”). To accomplish that end, CONTRACTOR agrees to assign Jonathan Marshall, PE, who will act in the capacity of Project Manager, and who will personally direct such Services.

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

II. NOTICE TO PROCEED/COMPLETION OF SERVICE

A. NOTICE TO PROCEED

CONTRACTOR shall commence the Services upon CITY’s delivery of a written “Notice to Proceed,” from the designated CITY contact person(s) to CONTRACTOR. For purposes of this Agreement, Bret Swain will be the designated CITY contact person(s). The Notice to Proceed may be in the form of email, letter or fax authorizing commencement of the Services. The Notice to Proceed shall be given in accordance with **Article 9.J** of this Agreement or may be given by email.

B. COMPLETION OF SERVICES

When CITY determines that CONTRACTOR has completed all of the Services in accordance with the terms of this Agreement, CITY will give CONTRACTOR a written Notice of Final Acceptance. CONTRACTOR may request this Notice of Final Acceptance when, in its opinion, it has completed all of the Services as required by the terms of this Agreement and, if so requested, CITY will make a determination of completion within two (2) weeks of such request, or if CITY determines that CONTRACTOR has not completed all of such Services as required by this Agreement, CITY will so inform CONTRACTOR within this two (2) week period. CITY’s failure to make such a determination of completion within two (2) weeks shall be deemed to constitute CITY’s rejection of the Services subject to CITY’s later issuance of a Notice of Final Acceptance.

III. PAYMENT OF FEES AND DIRECT EXPENSES

Payments will be made to CONTRACTOR as provided for in **Article 4** of this Agreement.

Direct expenses are charges and fees for services not included in **Exhibit B**. CITY will only be obligated to pay for those direct expenses that have been previously approved in writing by CITY. CONTRACTOR must obtain written approval from CITY prior to incurring or billing for direct expenses.

Copies of pertinent financial records, including, without limitation, invoices, must be included with the submission of billing(s) for all direct expenses.

IV. OTHER PROVISIONS

A. STANDARD OF WORKMANSHIP

CONTRACTOR represents and warrants that it has the qualifications, skills, and licenses necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONTRACTOR's representations and warranties regarding its skills, qualifications and licenses.

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

If such deliverables are required under this Agreement, all civil (including structural and geotechnical) engineering plans, calculations, specifications, and reports shall be prepared by, or under the responsible charge of, a licensed civil engineer and will include his or her name and license number. Interim documents will include a notation as to the intended purpose of the document, such as "preliminary" or "for review only." All civil engineering plans and specifications that are permitted or that are to be released for construction will bear the signature and seal of that licensee and the date of signing and sealing or stamping.

B. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

CITY, through its authorized employees, representatives or agents, shall have the right, at any and all reasonable times, to audit the books and records (including, without limitation, invoices, vouchers, canceled checks, time cards, etc.) of CONTRACTOR for the purpose of verifying any and all charges made by CONTRACTOR in connection with this Agreement. CONTRACTOR shall maintain for a minimum period of three (3) years from the date of final payment to CONTRACTOR, or for any longer period required by law, sufficient books and records in accordance with standard California accounting practices to establish the correctness of all charges submitted to CITY by CONTRACTOR, all of which will be made available to CITY at the CITY's offices within five (5) business days after CITY's request.

C. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data (including, without limitation, computer data and source code), drawings, descriptions, documents, discussions or other information developed or received by or for CONTRACTOR and all other written and oral information submitted to CONTRACTOR in connection with the performance of this Agreement shall be held confidential by CONTRACTOR and will not, without the prior written consent of CITY, be used for any purposes other than the performance of the Services, nor be disclosed to an entity not connected with the performance of the such Services. Nothing furnished to

CONTRACTOR which is otherwise known to CONTRACTOR or which becomes generally known to the related industry (other than that which becomes generally known as the result of CONTRACTOR's disclosure thereof) will be deemed confidential. CONTRACTOR shall not use CITY's name or insignia, or distribute publicity pertaining to the Services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of CITY.

D. NO PLEDGING OF CITY'S CREDIT.

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

E. OWNERSHIP OF MATERIAL.

All material including, without limitation, computer information, data and source code, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared (or caused to be prepared) under this Agreement ("Materials") shall be provided to CITY upon its request (whether during or after the term of this Agreement), but CONTRACTOR may retain and use copies thereof subject to **Section IV.C** above. Upon delivery to CITY, any Materials delivered shall become the property of the CITY, but they shall remain the property of CONTRACTOR prior to the delivery thereof.

CONTRACTOR represents and warrants to CITY that none of the Materials infringes any patent, copyright, trademark, trade secret, or any other intellectual property right of any third-party, and any claims arising out of an actual or alleged breach of this representation and warranty shall be subject to CONTRACTOR's obligations pursuant to **Article 5.D**.

Upon delivery to CITY, CITY shall not be limited in any way in its use of the Materials at any time for any work, whether or not associated with the Services rendered under this Agreement. However, CONTRACTOR will not be responsible for, and City will indemnify CONTRACTOR from, damages resulting from the use of the Materials for work other than for the Services, including, without limitation, the release of Materials to third parties for work other than on the Services rendered under this Agreement.

F. FEDERAL OR STATE FUNDING REQUIREMENTS.

☐ If the box to the left of this sentence is checked, this Agreement involves Federal or State funding and the requirements of this **Section IV.F**, below, apply.

1. DBE Program

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

2. Cost Principles

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

3. Covenant against Contingent Fees

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

4. Byrd Anti-Lobbying Amendment

If the maximum amount of this Agreement exceeds One Hundred Thousand and No/100 Dollars (\$100,000.00), CONTRACTOR shall comply with the provisions of 31 U.S.C. § 1352.

5. Additional Federal Requirements

If applicable, CONTRACTOR shall comply with the requirements of Title 37, Part 401, Code of Federal Regulations (34 CFR 401), "Rights to Inventions Made by Nonprofit Organizations and Small Businesses Under Government Grants, Contracts and Cooperative Agreements," the Clean Water Act (42 U.S.C. § 7401, et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251, et seq.), and any orders and regulations pursuant thereto. CONTRACTOR has read and understands the provisions of Appendix II, Title 2, Part 200, Code of Federal Regulations (2 CFR 200, Appx. II), "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards," which are incorporated herein by reference as though fully set forth.

G. PREVAILING WAGE REQUIREMENTS.

If this Agreement is subject to the payment of prevailing wages pursuant to **Section A of Article 5**, the following requirements apply:

1. Payment of Prevailing Wages

CONTRACTOR and all subcontractors shall pay workers per diem wages in an amount that is no less than the applicable prevailing wage rate.

2. Prevailing Wage Rates

The prevailing wage rate of per diem wages is available online at the following website: <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. CONTRACTOR and all

subcontractors shall post a copy of the prevailing wage rate of per diem wages at each job site and shall make them available to any interested party upon request.

3. Penalties for Violations

CONTRACTOR and all subcontractors shall comply with Labor Code Section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code Sections 1720 through 1861.

4. Payroll Records

CONTRACTOR and all subcontractors shall comply with Labor Code Section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. CONTRACTOR and all subcontractors shall also furnish records specified in Labor Code Section 1776 directly to the Labor Commissioner in the manner required by Labor Code Section 1771.4.

5. Apprentices

CONTRACTOR and all subcontractors shall comply with Labor Code Sections 1777.5, 1777.6, and 1777.7 concerning the employment and wages of apprentices. CONTRACTOR shall ensure their subcontractors comply with Labor Code Section 1777.5, and CONTRACTOR may be subject to penalties for their subcontractors' non-compliance with Labor Code Section 1777.5 pursuant to the standards enumerated in Labor Code Section 1777.7.

6. Working Hours

CONTRACTOR and all subcontractors shall comply with Labor Code Sections 1810 through 1815, including but not limited to restricting working hours on public works contracts to eight (8) hours a day

7. Contractor and Subcontractor Registration Requirements

CONTRACTOR and all subcontractors shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Business and Professions Code Section 7029.1 or by Public Contract Code Sections 10164 and 20103.5, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the contract is awarded.

8. Compliance Monitoring and Enforcement

This Agreement and the Services provided thereunder are subject to compliance monitoring and enforcement by the Department of Industrial Relations.

EXHIBIT B

SCOPE OF SERVICES

The Scope of Work includes, but is not limited to, the following:

- Consultant shall furnish all technical and professional labor and materials needed to provide requested engineering design services. Any authorized design work shall meet all applicable City's Standard Details and specifications, State Laws such as Title 22, DDW Regulations, SWRCB Regulations, the most recent Caltrans Plans and Specifications, and as directed by the Director of Utilities.
- Consultants shall be knowledgeable and familiar with permitting processes for CalTrans, UPRR, Valley Water, DWR, BAAQMD, DDW, RWQCB, SWRCB, USACE, DFW, and other applicable local, State and federal agencies relevant to the development of the projects.
- Provide on-call civil engineering and other project related services on an on-call, as needed basis per individual Work Authorization(s).
- Provide civil engineering design and/or construction management services for repairs, replacements, and improvements of the City's water and sewer infrastructure.
- Provide project and program management services, as needed, to support water and sewer infrastructure repair, replacement, and improvement projects for the City.
- Provide in-house personnel or sub-consultants as needed to fully support the development of projects.
- Provide the full range of engineering services through various project phases as needed to complete projects.
- Review and develop standard plans, specifications, and engineering estimates.
- Assist Utilities in managing the bidding of public construction projects, including, but not limited to: issuing project bid packages; responding to requests for information (RFIs); issuing contract addendums; and drafting staff reports with recommendations for City Council action.
- During construction: make on-site visits; inspect construction; review material submittals, shop drawings, and test results; respond to RFIs; draft change orders; and review pay estimates.
- Provide Hydraulic Modeling services as needed to support projects including, but not limited to: modeling pressure zones, HGLs and flows under various scenarios within existing or proposed systems.
- Provide Hydrology/Hydraulic Design and Studies, including, but not limited to: flood, subsurface, and stormwater runoff drainage; soil stability and infiltration; erosion and

sedimentation control; stormwater detention; and clean water treatments (i.e., green infrastructure).

- Ensure that all materials including, but not limited to, computer information, data and source code, CAD, GIS files, hydraulic modeling files and raw data, sketches, tracings, drawings, plans, documents, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared shall be provided to City upon its request per Exhibit A Specific Provisions, Section IV, E of the Agreement.
- Services may include the provision of staff augmentation for limited terms to support the City's staff resources where project work exceeds in-house staff capacity.
- Any other engineering services necessary to plan, estimate, study, design, bid and construct a project, or to evaluate, analyze or study the existing water or sewer system or proposed improvements scenarios.

On-call Work Authorizations

Upon written request from the City, the Consultant shall advise the City in writing of the proposed scope of services to be provided for each assignment, the proposed not-to-exceed cost for each of the services and the estimated time to perform each of the services. The Consultant shall not proceed to perform any such assignments until the City and Consultant have agreed upon a written detailed scope of work, a detailed cost proposal, a schedule to complete the Scope of work, an estimated period for performance for which the consultant anticipates the work is expected to be performed, and the City has given its written authorization to proceed. The detailed Scope of Work shall clearly break out each identifiable task to be performed and all activities necessary to perform each task. The Scope of Work shall include any assumptions made in preparing the Scope of Work. The detailed cost proposal shall be provided as a spreadsheet identifying each personnel performing each task, the number of hours associated with said personnel, the hourly rate for said personnel, any overhead costs associated with each task, the cost for each of the personnel/overhead and by each task, and a total cost (Not to Exceed). Hourly rates shall conform with those provided in the SOQ. The cost shall be formatted in a not to exceed at cost estimate (number of person-hours multiplied by the current billing rates of the Consultant) for each Scope of Work item to be performed. If the cost proposal, or portions thereof, is acceptable, the City may then determine to issue a work authorization for the proposed Scope of work, or portions thereof, at the City's discretion and signed by the Utilities Director.

Additional Services

The need for additional types of services may be required during the term of the contract. The Consultant shall submit a cost estimate and fee schedule for any additional staff, subconsultants and equipment, which may be directly involved in the work outside of the scope of services above. The cost estimate shall be on time and materials not to exceed basis. If the cost estimate and fees are deemed acceptable to the City, a work authorization may be issued approving the additional services. In no case shall the services, including additional services, awarded in the agreement exceed the annual contract amount.

Compensation for specific projects or tasks shall be on a time and materials basis not to exceed the cost proposal authorized in the written Work Authorization. Work on tasks or projects shall not proceed without written work authorization by the City.

The method of payment shall be in accordance with the agreed upon fee schedule based on hourly rates and unit costs set forth in the Consultant's Fee Schedule. Personnel costs shall be provided as the fully loaded hourly fees, including all overhead and mark-ups, for each team member shall

be provided in the fee schedule. Direct cost shall be provided as the fully loaded unit costs. The fee schedule shall be provided for each year of the contract, and valid for the entire contract term. The fees for each year shall be shown, price escalators shall not exceed 3% per each year of the Contract.

Unless otherwise agreed upon by the City, payment is to be commensurate with the work completed and may be paid on the basis of work progress. Progress payment requests shall be submitted to the City for review and approval within five (5) business days from the last working day of that month. Payment will occur following receipt of an invoice from the Consultant and approval of the invoice by the City. When approved for payment, payment will occur within thirty (30) days after receipt of an approved invoice.

The total contract amount awarded for the initial three-year term of the contract is in the amount not to exceed \$450,000 combined aggregate between all firms selected for On-Call Engineering Services.

EXHIBIT C

MILESTONE SCHEDULE

All services within this agreement will be conducted on an on-call basis whenever services are requested through writtern authorization by the CITY.

EXHIBIT D
PAYMENT SCHEDULE

See Attached Fee Schedule

FEE SCHEDULE

CAROLLO ENGINEERS, INC.
FEE SCHEDULE
FOR
CITY OF GILROY
ON-CALL UTILITIES ENGINEERING SERVICES
PROJECT NO. 26-RFQ-UT-334

<u>Billing Classification</u>	<u>Hourly Rates</u>					
Engineers/Scientists	2026	2027	2028	2029	2030	2031
Staff Professional I	\$230.00	\$236.00	\$243.00	\$250.00	\$257.00	\$264.00
Staff Professional II	240.00	247.00	254.00	261.00	268.00	276.00
Professional I	260.00	267.00	275.00	283.00	291.00	299.00
Professional II	280.00	288.00	296.00	304.00	313.00	322.00
Project Professional I	300.00	309.00	318.00	327.00	336.00	346.00
Project Professional II	320.00	329.00	338.00	348.00	358.00	368.00
Lead Project Professional I	340.00	350.00	360.00	370.00	381.00	392.00
Lead Project Professional II	350.00	360.00	370.00	381.00	392.00	403.00
Senior Professional I	360.00	370.00	381.00	392.00	403.00	415.00
Senior Professional II	375.00	386.00	397.00	408.00	420.00	432.00
Technicians						
CAD Drafter	220.00	226.00	232.00	238.00	245.00	252.00
BIM Designer 1	240.00	247.00	254.00	261.00	268.00	276.00
BIM Designer 2	260.00	267.00	275.00	283.00	291.00	299.00
Senior BIM Designer	286.00	294.00	302.00	311.00	320.00	329.00
Construction Management and Operations						
Field Professional	258.00	265.00	272.00	280.00	288.00	296.00
Resident Engineer	276.00	284.00	292.00	300.00	309.00	318.00
Inspector	300.00	309.00	318.00	327.00	336.00	346.00
Supervising Cost Estimator / Resident Eng.	324.00	333.00	342.00	352.00	362.00	372.00
Resident Engineer	365.00	375.00	386.00	397.00	408.00	420.00
Construction Manager	365.00	375.00	386.00	397.00	408.00	420.00
Resident Project Representative	370.00	381.00	392.00	403.00	415.00	427.00
Principal Construction Manager	384.00	395.00	406.00	418.00	430.00	442.00
Support Staff						
Administrative Assistant	160.00	164.00	168.00	173.00	178.00	183.00
Document Processor I	176.00	181.00	186.00	191.00	196.00	201.00
Document Processor II	192.00	197.00	202.00	208.00	214.00	220.00
Lead Document Processor	217.00	223.00	229.00	235.00	242.00	249.00
Project Services Administrator	221.00	227.00	233.00	239.00	246.00	253.00
Senior Project Services Administrator	248.00	255.00	262.00	269.00	277.00	285.00

CITY OF GILROY / ON-CALL UTILITIES ENGINEERING SERVICES

CAROLLO ENGINEERS, INC.
FEE SCHEDULE
FOR
CITY OF GILROY
ON-CALL UTILITIES ENGINEERING SERVICES
PROJECT NO. 26-RFQ-UT-334

Other Direct Expenses

Travel and Subsistence	at Cost
Mileage at IRS Reimbursement Rate	\$0.725 per mile
Subconsultant	Cost + 10%
Other Direct Cost	Cost + 10%
Expert Witness	Hourly Rate x 2.0

This fee schedule is subject to annual revisions up to 3% due to labor adjustments on January 1 of each year.

* Note that prevailing wage rates are for straight time only.

CAROLLO ENGINEERS, INC.
FEE SCHEDULE
FOR
CITY OF GILROY
ON-CALL UTILITIES ENGINEERING SERVICES
PROJECT NO. 26-RFQ-UT-334

Staff identified in the proposal are listed below with their associated billing classification. Projects will be managed from our headquarters and largest office located in Walnut Creek, California. This office has 165 professional, technical, and administrative staff members, including more than 90 engineers and specialists. Carollo has more than 200 staff across Northern California and more than 1,900 total employees. Billing classifications for staff working not listed in the proposal will be provided with project fee estimates.

<u>Staff</u>	<u>Billing Classification</u>
Crissy Henderson	Lead Project Professional I
Elaine Simmons	Lead Project Professional I
Emily Platt	Staff Professional I
Erik Bahneman	Lead Project Professional I
Felicia James	Lead Project Professional I
Jacob Tejas	Resident Engineer
James Doering	Senior Professional II
Jason Rozgony	Senior Professional II
Jill Kjelson	Project Professional
Jon Marshall	Senior Professional II
Justin Peterson	Project Professional II
Kaushik Punyamurtula	Project Professional II
Kevin Marshall	Senior BIM Designer
Kyle Gourley	Project Professional II
Matthew Huang	Project Professional
Nico Ordonez	Staff Professional II
Randy Buckman	Construction Manager
Ron Baker	Field Professional
Ryan Hook	Lead Project Professional I

Crawford & Associates, Inc. — Employee Billing Rates by Classification

Rates per 2026 Fee Schedule (expires 12/31/2026). Projected 2027–2031 at the escalation rate below.

Annual Escalation Rate: **3.0%** (applied to each prior-year rate; change here to re-flow all years)

Name	Employee Type	Office Location	Fee Schedule Classification	2026	2027	2028	2029	2030	2031
Abimael Ramirez	Staff Engineer	Sacramento	Staff Engineer / Geologist	\$140	\$144	\$149	\$153	\$158	\$162
Aidan Crawford	Laboratory Technician	Sacramento	Technician	\$120	\$124	\$127	\$131	\$135	\$139
Amando Castro	Senior Engineer I	Sacramento	Senior Engineer I	\$205	\$211	\$217	\$224	\$231	\$238
Anvesh Kamasani	Staff Engineer	Sacramento	Staff Engineer / Geologist	\$140	\$144	\$149	\$153	\$158	\$162
Benjamin Crawford	Principal	Sacramento	Principal	\$320	\$330	\$339	\$350	\$360	\$371
Bradley Fitch	Senior Technician	Santa Rosa	Technician	\$120	\$124	\$127	\$131	\$135	\$139
Brett Peters	Laboratory Technician	Sacramento Lab	Technician	\$120	\$124	\$127	\$131	\$135	\$139
Briana Babauta	Project Coordinator	Sacramento	Project Coordinator	\$135	\$139	\$143	\$148	\$152	\$157
Carlos Brathwaite	Laboratory Technician	Sacramento Lab	Technician	\$120	\$124	\$127	\$131	\$135	\$139
Carlos Ramirez	Special Inspector	Sacramento Lab	Special Inspector	\$140	\$144	\$149	\$153	\$158	\$162
Carmelo Pagan	Staff Engineer	Sacramento	Staff Engineer / Geologist	\$140	\$144	\$149	\$153	\$158	\$162
Chase Peterson	Staff Technician	Sacramento Lab	Technician	\$120	\$124	\$127	\$131	\$135	\$139
Chris Trumbull	Senior Project Manager	Sacramento	Senior Project Manager I	\$255	\$263	\$271	\$279	\$287	\$296
Clay Worley	Project Manager II	Santa Rosa	Project Manager II	\$245	\$252	\$260	\$268	\$276	\$284
Daniel Fruchter	Special Inspector	Santa Rosa	Special Inspector	\$140	\$144	\$149	\$153	\$158	\$162
David Castro	Senior Engineer I	Modesto	Senior Engineer I	\$205	\$211	\$217	\$224	\$231	\$238
David Hunter	Staff Technician	Sacramento Lab	Technician	\$120	\$124	\$127	\$131	\$135	\$139
Derek Koi	Laboratory Technician	Sacramento	Technician	\$120	\$124	\$127	\$131	\$135	\$139
Devon Musgrow	Laboratory Technician	Sacramento Lab	Technician	\$120	\$124	\$127	\$131	\$135	\$139
Dominic Menor	Staff Technician	Sacramento Lab	Technician	\$120	\$124	\$127	\$131	\$135	\$139
Edyt Mauricio	Staff Engineer	Sacramento	Staff Engineer / Geologist	\$140	\$144	\$149	\$153	\$158	\$162
Ellen Tiedemann	Project Manager I	Seattle	Project Manager I	\$210	\$216	\$223	\$229	\$236	\$243
Eric Carrasco	Laboratory Technician	Sacramento Lab	Technician	\$120	\$124	\$127	\$131	\$135	\$139
Eric Hildebrandt	Project Engineer I	Sacramento	Project Engineer I / Geologist I	\$150	\$155	\$159	\$164	\$169	\$174
Eric Nichols	Principal	Sacramento	Principal	\$320	\$330	\$339	\$350	\$360	\$371
Erik Spence	Staff Technician	Sacramento Lab	Technician	\$120	\$124	\$127	\$131	\$135	\$139
Gary Manhart	Senior Project Manager	Eureka	Senior Project Manager I	\$255	\$263	\$271	\$279	\$287	\$296
George Iakovkin	Senior Technician	Santa Rosa	Technician	\$120	\$124	\$127	\$131	\$135	\$139
Hannah Pieri	Staff Engineer	Sacramento	Staff Engineer / Geologist	\$140	\$144	\$149	\$153	\$158	\$162
Jarod Slinkard	Laboratory Technician	Sacramento Lab	Technician	\$120	\$124	\$127	\$131	\$135	\$139
Jasmine Bekkaye	Project Engineer II	Sacramento	Project Engineer II / Geologist II	\$160	\$165	\$170	\$175	\$180	\$185
Jason Toledo	Field Technician	Chico	Technician	\$120	\$124	\$127	\$131	\$135	\$139
Jennifer Genetti	Project Geologist III	Ukiah	Project Engineer III / Geologist III	\$180	\$185	\$191	\$197	\$203	\$209
Jerry Pannell	Staff Technician	Chico	Technician	\$120	\$124	\$127	\$131	\$135	\$139
Jesus Reyes	Project Engineer I	Fresno	Project Engineer I / Geologist I	\$150	\$155	\$159	\$164	\$169	\$174
Jet Archuleta	Project Engineer I	Sacramento	Project Engineer I / Geologist I	\$150	\$155	\$159	\$164	\$169	\$174
John Dietrich	Project Manager I	Chico	Project Manager I	\$210	\$216	\$223	\$229	\$236	\$243
John Hyslop	Project Manager I	Santa Rosa	Project Manager I	\$210	\$216	\$223	\$229	\$236	\$243
John Miller	Special Inspector	Sacramento	Special Inspector	\$140	\$144	\$149	\$153	\$158	\$162
Johnathan Wright	Project Manager I	Sacramento	Project Manager I	\$210	\$216	\$223	\$229	\$236	\$243
Joshua Hansel	Project Geologist I	Sacramento	Project Engineer I / Geologist I	\$150	\$155	\$159	\$164	\$169	\$174
Justin Outlaw	Technician	Modesto	Technician	\$120	\$124	\$127	\$131	\$135	\$139
Kassandra Valencia	Staff Engineer	Sacramento	Staff Engineer / Geologist	\$140	\$144	\$149	\$153	\$158	\$162
Keiko Lewis	Project Manager II	Sacramento	Project Manager II	\$245	\$252	\$260	\$268	\$276	\$284
Kelly Joyce	Staff Technician	Eureka	Technician	\$120	\$124	\$127	\$131	\$135	\$139
Kennedy Hauder	Project Engineer II	Sacramento	Project Engineer II / Geologist II	\$160	\$165	\$170	\$175	\$180	\$185
Krishna Adhikari	Senior Engineer II	Sacramento	Senior Engineer II	\$225	\$232	\$239	\$246	\$253	\$261
Krystal Toledo	Project Coordinator	Sacramento	Project Coordinator	\$135	\$139	\$143	\$148	\$152	\$157
Lee Yang	Laboratory Technician	Sacramento	Technician	\$120	\$124	\$127	\$131	\$135	\$139
Lesli Hunter	Administrative	Sacramento	Administrative Assistant	\$120	\$124	\$127	\$131	\$135	\$139
Lois Kearney	Project Geologist I	Sacramento	Project Engineer I / Geologist I	\$150	\$155	\$159	\$164	\$169	\$174
Lori Getchel	Administrative Assistant	Sacramento	Administrative Assistant	\$120	\$124	\$127	\$131	\$135	\$139
Marco Luis Cueto	Administrative Assistant	Sacramento	Administrative Assistant	\$120	\$124	\$127	\$131	\$135	\$139
Maria Johnson	Project Engineer II	Sacramento	Project Engineer II / Geologist II	\$160	\$165	\$170	\$175	\$180	\$185
Marvin Pohl	Special Inspector	Sacramento Lab	Special Inspector	\$140	\$144	\$149	\$153	\$158	\$162
Matthew Julien	Staff Engineer	Sacramento	Staff Engineer / Geologist	\$140	\$144	\$149	\$153	\$158	\$162
McKenna Thompson	Project Coordinator	Sacramento	Project Coordinator	\$135	\$139	\$143	\$148	\$152	\$157
Mikaela Cantiller	Administrative Assistant	Sacramento	Administrative Assistant	\$120	\$124	\$127	\$131	\$135	\$139
Mike Mosunic	Administrative Assistant	Sacramento	Administrative Assistant	\$120	\$124	\$127	\$131	\$135	\$139
Naerika Reihani Hosein Abad	Project Engineer I	Sacramento	Project Engineer I / Geologist I	\$150	\$155	\$159	\$164	\$169	\$174
Nathan Burton	Senior Technician	Santa Rosa	Technician	\$120	\$124	\$127	\$131	\$135	\$139
Nathaniel Lindo	Drafter	Sacramento	Drafter	\$125	\$129	\$133	\$137	\$141	\$145
Oscar Rincon	Staff Engineer	Sacramento	Staff Engineer / Geologist	\$140	\$144	\$149	\$153	\$158	\$162

Reid Mather	Staff Engineer	Eureka	Staff Engineer / Geologist	\$140	\$144	\$149	\$153	\$158	\$162
Reynicole Gilbert	Senior Engineer I	Sacramento	Senior Engineer I	\$205	\$211	\$217	\$224	\$231	\$238
Robert Hill	Construction Services Director	Modesto	Construction Services Director	\$255	\$263	\$271	\$279	\$287	\$296
Ryan Houghton	Senior Engineer I	Ukiah	Senior Engineer I	\$205	\$211	\$217	\$224	\$231	\$238
Sharra Carr	Senior Project Coordinator	Sacramento	Project Coordinator	\$135	\$139	\$143	\$148	\$152	\$157
Shawn Leyva	Principal	Sacramento	Principal	\$320	\$330	\$339	\$350	\$360	\$371
Spencer Chaney	Staff Technician	Eureka	Technician	\$120	\$124	\$127	\$131	\$135	\$139
Stephen Carter	Senior Geologist	Sacramento	Senior Geologist	\$180	\$185	\$191	\$197	\$203	\$209
Stephen Plauson	Senior Project Manager II	Fresno	Senior Project Manager II	\$305	\$314	\$324	\$333	\$343	\$354
Taha Ashoori	Senior Engineer II	LA/Orange County	Senior Engineer II	\$225	\$232	\$239	\$246	\$253	\$261
Taylor Latimer	Project Manager II	Sacramento	Project Manager II	\$245	\$252	\$260	\$268	\$276	\$284
Ted Crump	Project Manager II	Santa Rosa	Project Manager II	\$245	\$252	\$260	\$268	\$276	\$284
Titus McLendon	Staff Technician	Modesto	Technician	\$120	\$124	\$127	\$131	\$135	\$139
Trinity Schuck	Technician	Chico	Technician	\$120	\$124	\$127	\$131	\$135	\$139
Tristan von Junsch	Staff Technician	Santa Rosa	Technician	\$120	\$124	\$127	\$131	\$135	\$139
Zachary Zamora	Staff Technician	Sacramento Lab	Technician	\$120	\$124	\$127	\$131	\$135	\$139
Zack Hansen	Drafter	Ukiah	Drafter	\$125	\$129	\$133	\$137	\$141	\$145

Crawford & Associates, Inc.

Schedule of Other Direct Costs — 2026 through 2031

2026 unit costs per Crawford & Associates 2026 Fee Schedule. Years 2027–2031 projected at 3.0% annual escalation, compounded.

Description of Item	2026	2027	2028	2029	2030	2031
Mileage Costs	\$ 0.75	\$ 0.77	\$ 0.80	\$ 0.82	\$ 0.84	\$ 0.87
Mileage Costs (IRS)	\$ 0.73	\$ 0.75	\$ 0.77	\$ 0.80	\$ 0.82	\$ 0.85
Vehicle Charge	\$ 25.00	\$ 25.75	\$ 26.52	\$ 27.32	\$ 28.14	\$ 28.98
Per Diem (Lodging & Meals)	\$ 350.00	\$ 360.50	\$ 371.31	\$ 382.45	\$ 393.93	\$ 405.75
Permit Fees	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
ERIS (Record Search)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Traffic Control - Major (DBE)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Traffic Control - Minor (Non-DBE, Non-PW)	\$ 500.00	\$ 515.00	\$ 530.45	\$ 546.36	\$ 562.75	\$ 579.64
Drilling Including DTP	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Drilling	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Concrete Testing Equipment (Slump, Unit Wt, Air)	\$ 65.00	\$ 66.95	\$ 68.96	\$ 71.03	\$ 73.16	\$ 75.35
Core Machine with Generator & Hand Auger	\$ 2,700.00	\$ 2,781.00	\$ 2,864.43	\$ 2,950.36	\$ 3,038.87	\$ 3,130.04
Core Box	\$ 18.00	\$ 18.54	\$ 19.10	\$ 19.67	\$ 20.26	\$ 20.87
Hand Auger	\$ 210.00	\$ 216.30	\$ 222.79	\$ 229.47	\$ 236.36	\$ 243.45
Hot Mix Asphalt Patching (1st Core) **	\$ 1,050.00	\$ 1,081.50	\$ 1,113.94	\$ 1,147.36	\$ 1,181.78	\$ 1,217.24
Hot Mix Asphalt Patching (2 or more) **	\$ 500.00	\$ 515.00	\$ 530.45	\$ 546.36	\$ 562.75	\$ 579.64
NDT Weld Testing Wquipment UT/MT/PT	\$ 75.00	\$ 77.25	\$ 79.57	\$ 81.95	\$ 84.41	\$ 86.95
Nuclear Density Guage	\$ 30.00	\$ 30.90	\$ 31.83	\$ 32.78	\$ 33.77	\$ 34.78
Percolation / Infiltration Testing Equipment	\$ 210.00	\$ 216.30	\$ 222.79	\$ 229.47	\$ 236.36	\$ 243.45
Seismic Survey Equipment (24 channel)	\$ 1,835.00	\$ 1,890.05	\$ 1,946.75	\$ 2,005.15	\$ 2,065.31	\$ 2,127.27
Seismic Data Processing	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Seismic Data Processing (1dS)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Seismic Data Processing (2dS)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Seismic Data Processing (2dS w/ CA Stamp)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Bolt Tensioning Devise - Skidmore	\$ 65.00	\$ 66.95	\$ 68.96	\$ 71.03	\$ 73.16	\$ 75.35
Steel Liners (MCAL)	\$ 12.00	\$ 12.36	\$ 12.73	\$ 13.11	\$ 13.51	\$ 13.91
Survey Equipment - Liquid Level	\$ 155.00	\$ 159.65	\$ 164.44	\$ 169.37	\$ 174.45	\$ 179.69
Survey Equipment - Tripod, Level and Rod	\$ 155.00	\$ 159.65	\$ 164.44	\$ 169.37	\$ 174.45	\$ 179.69
Wildcat DCP Equipment **	\$ 785.00	\$ 808.55	\$ 832.81	\$ 857.79	\$ 883.52	\$ 910.03
Wildcat DCP Tips	\$ 21.00	\$ 21.63	\$ 22.28	\$ 22.95	\$ 23.64	\$ 24.34
EZ Frisk Software Use	\$ 2,350.00	\$ 2,420.50	\$ 2,493.11	\$ 2,567.91	\$ 2,644.95	\$ 2,724.29
Torque Wrench	\$ 25.00	\$ 25.75	\$ 26.52	\$ 27.32	\$ 28.14	\$ 28.98
4x8 Cylinders Mold	\$ 10.00	\$ 10.30	\$ 10.61	\$ 10.93	\$ 11.26	\$ 11.59

Description of Item	2026	2027	2028	2029	2030	2031
6x12 Cylinder Mold	\$ 12.00	\$ 12.36	\$ 12.73	\$ 13.11	\$ 13.51	\$ 13.91
Proof Load Ram & Pump	\$ 55.00	\$ 56.65	\$ 58.35	\$ 60.10	\$ 61.90	\$ 63.76
Sand Cone Equipment	\$ 7.00	\$ 7.21	\$ 7.43	\$ 7.65	\$ 7.88	\$ 8.11
Moisture Emission Test Kit	\$ 75.00	\$ 77.25	\$ 79.57	\$ 81.95	\$ 84.41	\$ 86.95
Sieve Analysis w/#200 Wash (D6913)	\$ 240.00	\$ 247.20	\$ 254.62	\$ 262.25	\$ 270.12	\$ 278.23
Sieve Analysis w/out #200 Wash (D6193)	\$ 180.00	\$ 185.40	\$ 190.96	\$ 196.69	\$ 202.59	\$ 208.67
Sieve Analysis with Hydrometer (D6913/D7928)	\$ 490.00	\$ 504.70	\$ 519.84	\$ 535.44	\$ 551.50	\$ 568.04
#200 Wash (D1140)	\$ 135.00	\$ 139.05	\$ 143.22	\$ 147.52	\$ 151.94	\$ 156.50
Hydrometer Analysis (D7928)	\$ 310.00	\$ 319.30	\$ 328.88	\$ 338.75	\$ 348.91	\$ 359.37
Seive Analysis - Mass Grain Size (Scour) (D6913)	\$ 2,500.00	\$ 2,575.00	\$ 2,652.25	\$ 2,731.82	\$ 2,813.77	\$ 2,898.19
Atterberg Limits Multipoint (D4318)	\$ 290.00	\$ 298.70	\$ 307.66	\$ 316.89	\$ 326.40	\$ 336.19
Atterberg Limits Single Point (D4318)	\$ 245.00	\$ 252.35	\$ 259.92	\$ 267.72	\$ 275.75	\$ 284.02
Liquid Limit Only (D4318)	\$ 215.00	\$ 221.45	\$ 228.09	\$ 234.94	\$ 241.98	\$ 249.24
Plastic Limit Only (D4318)	\$ 150.00	\$ 154.50	\$ 159.13	\$ 163.91	\$ 168.83	\$ 173.89
Expansion Index (D4829)	\$ 310.00	\$ 319.30	\$ 328.88	\$ 338.75	\$ 348.91	\$ 359.37
Moisture-Density (D2216)	\$ 90.00	\$ 92.70	\$ 95.48	\$ 98.35	\$ 101.30	\$ 104.33
Soil Moisture Content (D2216)	\$ 40.00	\$ 41.20	\$ 42.44	\$ 43.71	\$ 45.02	\$ 46.37
Organic Content (D2216)	\$ 145.00	\$ 149.35	\$ 153.83	\$ 158.45	\$ 163.20	\$ 168.09
USDA Soil Textural Analysis	\$ 110.00	\$ 113.30	\$ 116.70	\$ 120.20	\$ 123.81	\$ 127.52
4" Proctor (D1557/D698)	\$ 490.00	\$ 504.70	\$ 519.84	\$ 535.44	\$ 551.50	\$ 568.04
6" Proctor (D1557/D698)	\$ 550.00	\$ 566.50	\$ 583.50	\$ 601.00	\$ 619.03	\$ 637.60
4" Proctor -Check Point (D1557/D698)	\$ 135.00	\$ 139.05	\$ 143.22	\$ 147.52	\$ 151.94	\$ 156.50
6" Proctor - Check Point (D1557/D698)	\$ 135.00	\$ 139.05	\$ 143.22	\$ 147.52	\$ 151.94	\$ 156.50
California Impact Test	\$ 375.00	\$ 386.25	\$ 397.84	\$ 409.77	\$ 422.07	\$ 434.73
Direct Shear - 3 Point Peak (D3080)	\$ 490.00	\$ 504.70	\$ 519.84	\$ 535.44	\$ 551.50	\$ 568.04
Triaxial Shear, Unconsolidated, Undrained (D2850)	\$ 195.00	\$ 200.85	\$ 206.88	\$ 213.08	\$ 219.47	\$ 226.06
Triaxial Staged, Unconsolidated, Undrained (D2850)	\$ 325.00	\$ 334.75	\$ 344.79	\$ 355.14	\$ 365.79	\$ 376.76
Triaxial Staged, Consolidated, Undrained (D4767)	\$ 595.00	\$ 612.85	\$ 631.24	\$ 650.17	\$ 669.68	\$ 689.77
Triaxial Staged, Consolidated, Drained (D7180)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Unconfined Compression (D2166)	\$ 260.00	\$ 267.80	\$ 275.83	\$ 284.11	\$ 292.63	\$ 301.41
Resistance Value (R-Value) Soils (D2844)	\$ 435.00	\$ 448.05	\$ 461.49	\$ 475.34	\$ 489.60	\$ 504.28
Resistance Value (R-Value) Treated Soil/Aggregate Base (D2844)	\$ 540.00	\$ 556.20	\$ 572.89	\$ 590.07	\$ 607.77	\$ 626.01
1-D Consolidation (D2435)	\$ 455.00	\$ 468.65	\$ 482.71	\$ 497.19	\$ 512.11	\$ 527.47
1-D Consolidation (Time Rate)/Per Point (D2435)	\$ 115.00	\$ 118.45	\$ 122.00	\$ 125.66	\$ 129.43	\$ 133.32
Point Load (D5731)	\$ 75.00	\$ 77.25	\$ 79.57	\$ 81.95	\$ 84.41	\$ 86.95
Unconfined Compression (D7012)	\$ 250.00	\$ 257.50	\$ 265.22	\$ 273.18	\$ 281.38	\$ 289.82
Corrosivity Testing (pH, Resistivity, Sulfate, Chloride)	\$ 270.00	\$ 278.10	\$ 286.44	\$ 295.04	\$ 303.89	\$ 313.00
Corrosivity Testing w/Redox (pH, Resistivity, Sulfate, Chloride)	\$ 395.00	\$ 406.85	\$ 419.06	\$ 431.63	\$ 444.58	\$ 457.91

Description of Item	2026	2027	2028	2029	2030	2031
Landscape Sutability (LTP.4)	\$ 140.00	\$ 144.20	\$ 148.53	\$ 152.98	\$ 157.57	\$ 162.30
Seive Analysis - Course and Fine (C136/D6913)	\$ 240.00	\$ 247.20	\$ 254.62	\$ 262.25	\$ 270.12	\$ 278.23
Seive Analysis - #200 Wash (C117)	\$ 135.00	\$ 139.05	\$ 143.22	\$ 147.52	\$ 151.94	\$ 156.50
Sieve Analysis - Coarse Aggregate (C136/D69163)	\$ 190.00	\$ 195.70	\$ 201.57	\$ 207.62	\$ 213.85	\$ 220.26
Sieve Analysis- Fine Aggregate (C136/D6913)	\$ 180.00	\$ 185.40	\$ 190.96	\$ 196.69	\$ 202.59	\$ 208.67
Specific Gravity - Coarse Aggregate (C128)	\$ 380.00	\$ 391.40	\$ 403.14	\$ 415.24	\$ 427.69	\$ 440.52
Specific Gravity - Fine Aggregate (C127)	\$ 215.00	\$ 221.45	\$ 228.09	\$ 234.94	\$ 241.98	\$ 249.24
Sand Equivalent - 3 Point (D2419)	\$ 180.00	\$ 185.40	\$ 190.96	\$ 196.69	\$ 202.59	\$ 208.67
Sand Equivalent - 1 Point (D2419)	\$ 135.00	\$ 139.05	\$ 143.22	\$ 147.52	\$ 151.94	\$ 156.50
Curshed Particals - Coarse Aggregate (One and two Face) (D5821)	\$ 265.00	\$ 272.95	\$ 281.14	\$ 289.57	\$ 298.26	\$ 307.21
Flat and Elongatd Particles (D4791)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Clay Lums and Friable Particale C142)	\$ 245.00	\$ 252.35	\$ 259.92	\$ 267.72	\$ 275.75	\$ 284.02
Fine Aggregate Angularity (C1252)	\$ 240.00	\$ 247.20	\$ 254.62	\$ 262.25	\$ 270.12	\$ 278.23
Organic Impurities (C40)	\$ 160.00	\$ 164.80	\$ 169.74	\$ 174.84	\$ 180.08	\$ 185.48
Abrasion Resistance LA Rattler (C131/C535)	\$ 345.00	\$ 355.35	\$ 366.01	\$ 376.99	\$ 388.30	\$ 399.95
Bulk Density Unit Wiegth of Aggregate (C29)	\$ 170.00	\$ 175.10	\$ 180.35	\$ 185.76	\$ 191.34	\$ 197.08
Aggregate Moisture (C566)	\$ 60.00	\$ 61.80	\$ 63.65	\$ 65.56	\$ 67.53	\$ 69.56
Cleanness Value	\$ 270.00	\$ 278.10	\$ 286.44	\$ 295.04	\$ 303.89	\$ 313.00
Durability Index (D3744)	\$ 420.00	\$ 432.60	\$ 445.58	\$ 458.95	\$ 472.71	\$ 486.90
Asphalt Binder Content - Ignition Oven (D6307)	\$ 250.00	\$ 257.50	\$ 265.22	\$ 273.18	\$ 281.38	\$ 289.82
Asphalt Binder Content - Ignition Oven Calibation (D6307)	\$ 520.00	\$ 535.60	\$ 551.67	\$ 568.22	\$ 585.26	\$ 602.82
HMA Moisture Content	\$ 90.00	\$ 92.70	\$ 95.48	\$ 98.35	\$ 101.30	\$ 104.33
Maximum Specific Gravity (Rice) (D2041)	\$ 255.00	\$ 262.65	\$ 270.53	\$ 278.65	\$ 287.00	\$ 295.61
Hveem Stabily (1561/1560)	\$ 525.00	\$ 540.75	\$ 556.97	\$ 573.68	\$ 590.89	\$ 608.62
Asphalt Binder Content by Extraction Method (D2172)	\$ 440.00	\$ 453.20	\$ 466.80	\$ 480.80	\$ 495.22	\$ 510.08
Core Unit Weight - Field Speciman (D2726)	\$ 70.00	\$ 72.10	\$ 74.26	\$ 76.49	\$ 78.79	\$ 81.15
Hamburg Wheel Track	\$ 1,600.00	\$ 1,648.00	\$ 1,697.44	\$ 1,748.36	\$ 1,800.81	\$ 1,854.84
Tensile Strength Ratio (TSR) (4867)	\$ 1,500.00	\$ 1,545.00	\$ 1,591.35	\$ 1,639.09	\$ 1,688.26	\$ 1,738.91
Unit Wiegth, Gyrtory (D6925)	\$ 380.00	\$ 391.40	\$ 403.14	\$ 415.24	\$ 427.69	\$ 440.52
VMA/VFA/Dust Proportion - MS2	\$ 200.00	\$ 206.00	\$ 212.18	\$ 218.55	\$ 225.10	\$ 231.85
Concrete Compressive Strength - 4x8 Cylinders (C39)	\$ 45.00	\$ 46.35	\$ 47.74	\$ 49.17	\$ 50.65	\$ 52.17
Concrete Compressive Strength - 6x12 Cylinders (C39)	\$ 55.00	\$ 56.65	\$ 58.35	\$ 60.10	\$ 61.90	\$ 63.76
Concrete Compressive Strength - Core (C42)	\$ 105.00	\$ 108.15	\$ 111.39	\$ 114.74	\$ 118.18	\$ 121.72
Concrete Stength - Flexural Beam (C78/293)	\$ 135.00	\$ 139.05	\$ 143.22	\$ 147.52	\$ 151.94	\$ 156.50
CMU Absorption/Unit Wt/Moisture (C140)	\$ 300.00	\$ 309.00	\$ 318.27	\$ 327.82	\$ 337.65	\$ 347.78
Masonry Grout Compression	\$ 55.00	\$ 56.65	\$ 58.35	\$ 60.10	\$ 61.90	\$ 63.76
Masonry Mortar Compression	\$ 45.00	\$ 46.35	\$ 47.74	\$ 49.17	\$ 50.65	\$ 52.17
Composite Prism Compression	\$ 135.00	\$ 139.05	\$ 143.22	\$ 147.52	\$ 151.94	\$ 156.50

Description of Item	2026	2027	2028	2029	2030	2031
Masonry Core Shear	\$ 300.00	\$ 309.00	\$ 318.27	\$ 327.82	\$ 337.65	\$ 347.78
Reinforcing Steel - Tesile	\$ 120.00	\$ 123.60	\$ 127.31	\$ 131.13	\$ 135.06	\$ 139.11
Reinforcing Steel - Bend	\$ 120.00	\$ 123.60	\$ 127.31	\$ 131.13	\$ 135.06	\$ 139.11
Reinforcing Steel - Elongation (Up to #8)	\$ 120.00	\$ 123.60	\$ 127.31	\$ 131.13	\$ 135.06	\$ 139.11
High Strength Bolt - Proof Load- Wedge Tension and Hardness Suite	\$ 330.00	\$ 339.90	\$ 350.10	\$ 360.60	\$ 371.42	\$ 382.56
High Strength Nut - Proof Load and Hardness Suite	\$ 220.00	\$ 226.60	\$ 233.40	\$ 240.40	\$ 247.61	\$ 255.04
High Strength Washer - Hardness	\$ 110.00	\$ 113.30	\$ 116.70	\$ 120.20	\$ 123.81	\$ 127.52
Reinforcing 7 Wire Strand - Tensile	\$ 380.00	\$ 391.40	\$ 403.14	\$ 415.24	\$ 427.69	\$ 440.52
Soil Stabilization Mix Design (Lime or Cement) (D1633)	\$ 2,500.00	\$ 2,575.00	\$ 2,652.25	\$ 2,731.82	\$ 2,813.77	\$ 2,898.19
Full Depth Reclamation - Cement	\$ 3,000.00	\$ 3,090.00	\$ 3,182.70	\$ 3,278.18	\$ 3,376.53	\$ 3,477.82
Sample Preparation by Hour	\$ 115.00	\$ 118.45	\$ 122.00	\$ 125.66	\$ 129.43	\$ 133.32
Specimen cutting	\$ 85.00	\$ 87.55	\$ 90.18	\$ 92.88	\$ 95.67	\$ 98.54
Sample Storage (Starting 90 days after final lab report)	\$ 150.00	\$ 154.50	\$ 159.13	\$ 163.91	\$ 168.83	\$ 173.89



	2026	2027	2028	2029	2030	2031
Principal Engineer	\$270.00	\$280.00	\$295.00	\$295.00	\$310.00	\$310.00
Senior Civil Engineer	\$220.00	\$225.00	\$235.00	\$235.00	\$245.00	\$245.00
Senior Land Surveyor	\$220.00	\$225.00	\$235.00	\$235.00	\$245.00	\$245.00
Civil Engineer	\$200.00	\$205.00	\$215.00	\$215.00	\$225.00	\$225.00
Land Surveyor	\$200.00	\$205.00	\$215.00	\$215.00	\$225.00	\$225.00
Senior Associate Engineer/Surveyor	\$190.00	\$195.00	\$205.00	\$205.00	\$215.00	\$215.00
Associate Engineer/Surveyor	\$170.00	\$175.00	\$185.00	\$185.00	\$195.00	\$195.00
Assistant Engineer/Surveyor	\$150.00	\$155.00	\$165.00	\$165.00	\$175.00	\$175.00
Senior Engineering/Survey Technician	\$145.00	\$150.00	\$160.00	\$160.00	\$170.00	\$170.00
Engineering/Survey Technician	\$140.00	\$145.00	\$150.00	\$150.00	\$160.00	\$160.00
Administrative Support	\$90.00	\$95.00	\$100.00	\$100.00	\$105.00	\$105.00
Engineering Aide	\$85.00	\$90.00	\$95.00	\$95.00	\$100.00	\$100.00
 One Person Survey Crew (PW)	 \$240.00	 \$250.00	 \$260.00	 \$260.00	 \$270.00	 \$270.00
Two Person Survey Crew (PW)	\$400.00	\$415.00	\$430.00	\$430.00	\$445.00	\$445.00

Fee increases are based on a maximum 3% annual escalation and do not exceed this cap.

EXHIBIT E

INSURANCE [Professional Services]

CONTRACTOR shall procure and maintain for the duration of the Agreement, and for additional time if required below, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees, including any subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to

the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37).

Primary Coverage

For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 12 19 in regards to CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

CONTRACTOR may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. The policies shall be provided on a true "following form" coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to CITY.

Waiver of Subrogation

CONTRACTOR hereby grants to CITY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by CITY. CITY may require CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CITY.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of work pursuant thereto.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date,

CONTRACTOR must purchase “extended reporting” coverage for a minimum of *five (5)* years after completion of work.

Verification of Coverage

CONTRACTOR shall furnish CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All required documents are to be received and approved by CITY before work commences. However, failure to obtain the documents prior to the work beginning shall not waive CONTRACTOR’s obligation to provide them. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements, at any time.

Subcontractors

CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that CITY is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies for any construction-related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of five (5) years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

Special Risks or Circumstances

CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

AGREEMENT FOR SERVICES

[Professional Services]

This Agreement for Services (the “Agreement”) is entered into as of October 1, 2026 (the “Effective Date”), by and between the City of Gilroy (“CITY”), a municipal corporation duly organized and existing under the laws of the State of California, and BKF Engineers (“CONTRACTOR”).

ARTICLE 1. TERM OF AGREEMENT

The term of this Agreement shall commence on the Effective Date and continue in effect through September 30, 2029, with the option for two, one-year extensions (“End Date”), unless sooner terminated in accordance with the provisions of **Article 8**. Should no Effective Date be specified above, then the Effective Date of this Agreement shall be the date this Agreement is executed by the authorized CITY representative. The term of this Agreement may be extended by amendment in accordance with **Article 9.A**. It is intended that termination of this Agreement be contemporaneous with the final acceptance of all services described in **Exhibit B** by the Gilroy City Administrator or designee.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

Both parties understand and agree that CONTRACTOR, and any person working for or under the direction of CONTRACTOR, is an independent contractor and not an employee, agent, joint venturer, or partner of CITY. Nothing in this Agreement shall be construed as creating an employer-employee relationship between CITY and CONTRACTOR or any employee or agent of CONTRACTOR. CONTRACTOR is not an employee for state or federal tax purposes. CONTRACTOR shall not be entitled to any of the rights or benefits afforded to CITY’s employees, including, without limitation, disability or unemployment insurance, workers’ compensation, medical insurance, sick leave, retirement benefits, or any other employment benefits. CONTRACTOR retains the right to perform services for others during the term of this Agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

A. Specific Services

CONTRACTOR shall perform the services (the “Services”) in accordance with **Exhibit A** (“Specific Provisions”) and as outlined in **Exhibit B** (“Scope of Services”) within the time periods described in **Exhibit C** (“Milestone Schedule”) in accordance with the requirements of this Agreement.

B. Method of Performing Services

CONTRACTOR will determine the method, details, and means of performing the above-described Services. CITY has no right to control the manner or determine the method of accomplishing CONTRACTOR’s Services. CONTRACTOR will supply all tools and instrumentalities required to perform the Services under this Agreement at its sole cost and expense. CONTRACTOR is not required to purchase or rent any tools, equipment or services from CITY.

C. Employment of Workers

CONTRACTOR may, at the CONTRACTOR's own expense, employ such workers as CONTRACTOR deems necessary to perform the Services required of CONTRACTOR by this Agreement, subject to the limitations on assignment and subcontracting contained in **Article 5.E**, below. CITY may not control, direct, or supervise CONTRACTOR's workers in the performance of those Services. CONTRACTOR assumes full and sole responsibility for the payment of all compensation and expenses of these workers and for all State and Federal income tax, unemployment insurance, Social Security, disability insurance, and other applicable withholding. As an independent contractor, CONTRACTOR shall indemnify, defend, and hold CITY, its officers, officials, representatives, agents, employees, and volunteers harmless, pursuant to **Article 5.D** from and against any and all third-party claims arising from allegations that an employee-employer relationship exists between CITY and an employee or subcontractor of CONTRACTOR or of any of its subcontractors.

ARTICLE 4. COMPENSATION

A. Consideration

In consideration for the Services to be performed by CONTRACTOR, CITY shall pay CONTRACTOR the amounts set forth in **Exhibit D** ("Payment Schedule"). Such compensation shall be without right to any additional compensation of any kind or type whatsoever, including, without limitation, in quantum meruit. CONTRACTOR shall not be compensated for, and CITY shall not be obligated to pay for, any Services performed by CONTRACTOR without prior, written authorization from CITY, that exceed the total compensation amount provided herein. In the event of a conflict between the amount set forth in this **Article 4.A** and **Exhibit D** regarding the amount of compensation, this **Article 4.A** shall prevail. In no event shall the total compensation paid to CONTRACTOR for the complete and satisfactory performance of the Services in accordance with this Agreement exceed \$450,000 combined aggregate for three years between all firms selected for On-Call Utilities Engineering Services.

B. Invoices

CONTRACTOR shall submit invoices for all services rendered. CONTRACTOR shall invoice CITY no more than once every thirty (30) days.

C. Payment

Payment will be due according to the payment schedule set forth in **Exhibit D**. No payment will be made unless CONTRACTOR has first provided CITY with a written invoice describing the work performed and any approved direct expenses (as provided for in **Exhibit A, Section III**) incurred during the preceding period. CITY shall have no obligation to pay for any work or direct expenses not invoiced within ninety (90) days of the date such work was performed or such expenses were incurred. Expenses shall not be invoiced until incurred.

If CITY objects to all or any portion of any invoice, CITY will notify CONTRACTOR of the objection within thirty (30) days from receipt of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute. It shall not constitute a breach of this Agreement for CITY not to pay any invoiced amounts to which it has objected prior to resolution of the objection by mutual agreement of both parties hereto.

D. Costs and Expenses Incident to Performance

CONTRACTOR shall be responsible for all costs and expenses incident to the performance of Services for CITY, including, without limitation, all costs of equipment used or provided by CONTRACTOR, all fees, fines, licenses, bonds, or taxes required of or imposed against CONTRACTOR and all other of CONTRACTOR's costs of doing business. CITY shall not be responsible for any expenses incurred by CONTRACTOR in performing Services for CITY, except for those expenses constituting approved "direct expenses" referenced in **Exhibit A, Section III**.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

A. Compliance with Laws

CONTRACTOR shall comply with all applicable Federal, State, and local laws and regulations in fulfilling CONTRACTOR's obligations under this Agreement.

Without limiting the generality of the foregoing, CONTRACTOR shall comply with the provisions of California Labor Code Section 1735, and California Government Code Section 12940, obligating every worker and/or subcontractor under a contract or subcontract to CITY for public works or for goods or services to refrain from discriminatory employment or subcontracting practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any employee, applicant for employment, or any potential subcontractor.

Pursuant to Gilroy City Code Section 1.15, construction, alteration, demolition, repair and maintenance work performed under certain public works contracts is subject to all State laws regarding payment of prevailing wages, including, without limitation, Labor Code Section 1770 et seq. ("State Prevailing Wage Laws"). For construction work that cumulatively exceeds \$25,000 and for alteration, demolition, repair and maintenance work that cumulatively exceeds \$15,000, CONTRACTOR and its subcontractors must comply with State Prevailing Wage Laws.



NP (initial) If the box to the left of this sentence is checked and the line beside it initialed by CITY, CONTRACTOR and its subcontractors must comply with State Prevailing Wage Laws and the provisions set forth in Section G of Exhibit A apply.

INDEMNIFICATION: CONTRACTOR acknowledges and agrees that regardless of whether or not the box above is checked and the line initialed, it is ultimately the responsibility of the CONTRACTOR and all subcontractors to determine for themselves whether any Services provided under this Agreement must comply with State Prevailing Wage Laws. To the fullest

extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless, through counsel approved by CITY (which approval will not be unreasonably withheld), CITY, its officers, officials, representatives, agents, employees, and volunteers, against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities, and expenses, including attorneys' fees, that arise out of, pertain to, or relate to any determination made by CITY, its officers, officials, representatives, agents, employees, and volunteers, whether explicitly or implicitly through any number of actions or representations, related to any classification that a project constitutes a public works project which must comport with State Prevailing Wage Laws.

B. Professional Standard of Care

CONTRACTOR shall perform all Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the County of Santa Clara and the State of California.

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

C. Insurance

CONTRACTOR shall procure and maintain insurance as described in **Exhibit E** for the duration of this Agreement (and any additional time as may be required in **Exhibit E** for particular coverage).

D. Indemnification of Liability, Duty to Defend

CONTRACTOR's indemnification and defense obligations, as provided herein, are in addition to, and are not limited by, the indemnification provision detailed in **Article 5.A** related to the State Prevailing Wage Laws and the insurance obligations provided in **Article 5.C** and **Exhibit E**.

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless, through counsel approved by CITY (which approval will not be unreasonably withheld), CITY, its officers, officials, representatives, agents, employees, and volunteers, against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities, and expenses, including attorneys' fees, that arise out of, pertain to, or relate to the performance of the Services or this Agreement, including all claims relating to the failure to pay wages, or the injury or death of any person or damage to any property, however caused, regardless of any negligence of CITY, excepting only such injury or death of any person, damage to any property, or any other loss, damage, or expense caused by the gross negligence or willful misconduct of CITY, its officers, officials, representatives, agents, employees, or volunteers.

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless, through counsel approved by CITY (which approval will not be unreasonably withheld), CITY, its officers, representatives, agents and employees from and against any and all claims, suits, damages, costs, fees, demands, causes of action, losses, liabilities and expenses, including, without limitation, reasonable attorneys' fees, arising out of any injury, disability, or death of any of CONTRACTOR's employees.

Notwithstanding the foregoing, to the extent that this Agreement is a "construction contract" within the meaning of Civil Code Section 2783, then CONTRACTOR's obligations to defend, indemnify, and hold harmless CITY, its officers, officials, representatives, agents, employees, and volunteers shall not extend to any injury or death of any person, damage to any property, or any other loss, damage, or expense caused by the sole or active negligence or willful misconduct of CITY, its officers, officials, representatives, agents, employees, or volunteers.

Furthermore, to the extent that CONTRACTOR is a "design professional" within the meaning of Civil Code Section 2782.8, CONTRACTOR's duty to indemnify provided above, including CONTRACTOR's duty and cost to defend, shall be limited to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR.

E. Assignment

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

F. State and Federal Taxes

As stated in **Article 2**, CONTRACTOR is not CITY's employee. Thus, CONTRACTOR is responsible for paying all required State and Federal taxes. Without limiting the foregoing, CONTRACTOR acknowledges and agrees that:

- CITY will not withhold FICA (Social Security) from payments to CONTRACTOR;
- CITY will not make State or Federal unemployment insurance contributions on behalf of CONTRACTOR;
- CITY will not withhold State or Federal income tax from payments to CONTRACTOR;
- CITY will not make disability insurance contributions on behalf of CONTRACTOR;
- CITY will not obtain workers' compensation insurance on behalf of CONTRACTOR.

G. Americans with Disabilities Act of 1990

Throughout the term of this Agreement, CONTRACTOR shall comply fully with all applicable provisions of the Americans with Disabilities Act of 1990 (“the Act”) as the same may be amended from time to time. CONTRACTOR shall also require such compliance of all subcontractors performing work under this Agreement, subject to the limitations on assignment and subcontracting contained in **Article 5.E**, above. CONTRACTOR shall defend, indemnify and hold harmless, through counsel approved by CITY (which approval will not be unreasonably withheld), CITY, its officers, officials, representatives, agents, employees, or volunteers, against all suits, claims, demands, damages, costs, causes of action, losses, liabilities, expenses and fees, including, without limitation, reasonable attorneys’ fees, that may arise out of any violations of the Act by CONTRACTOR, its subcontractors, or the officers, employees, agents or representatives of either.

ARTICLE 6. OBLIGATIONS OF CITY

A. Cooperation of City

CITY will respond to all reasonable requests of CONTRACTOR and provide access at reasonable times, following receipt by CITY of reasonable notice, to all documents reasonably necessary to the performance of CONTRACTOR’s duties under this Agreement.

B. Assignment

CITY may assign this Agreement or any duties or obligations thereunder to a successor governmental entity without the consent of CONTRACTOR. Such assignment will not release CONTRACTOR from any of CONTRACTOR’s duties or obligations under this Agreement.

ARTICLE 7. TIME OF COMPLETION

A. Time of the Essence

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

B. Commencement of Services

CONTRACTOR shall commence the Services described in **Exhibit B** on the date specified in the CITY’s “Notice to Proceed,” issued pursuant to **Exhibit A, Section II.A**.

C. Contract Time

CONTRACTOR shall diligently complete its Services within the time provided in **Exhibit C**.

D. Adjustments to Schedule

The term of this Agreement and/or the time periods described in **Exhibit C** may only be extended by amendment to this Agreement executed by CITY and CONTRACTOR in accordance with **Article 9.A**.

ARTICLE 8. TERMINATION OF AGREEMENT

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

CONTRACTOR shall notify CITY of the proposed sale of CONTRACTOR's business no later than thirty (30) days prior to any such sale. CITY will have the option of terminating this Agreement by providing written notice of termination in accordance with **Article 9.J**, within thirty (30) days after receiving such notice of sale.

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

B. Termination by CITY Without Cause

Notwithstanding any other provision of this Agreement, CITY may terminate this Agreement without cause at any time upon giving ten (10) days written notice to CONTRACTOR in accordance with **Article 9.J**. CONTRACTOR shall immediately stop work upon receipt of such notice except as may be necessary to safeguard and protect a project site, and shall be entitled to compensation per this Agreement for work performed prior to work stoppage.

C. Termination by CITY for Material Breach by CONTRACTOR

Should CONTRACTOR breach any provision of this Agreement and such breach be material, CITY may, but is not obligated to, terminate this Agreement by providing written notice to CONTRACTOR in accordance with **Article 9.J**. For the purposes of this section, material breach of this Agreement includes, but is not limited to the following:

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

Notwithstanding the foregoing, if CITY terminates this Agreement due to CONTRACTOR'S material breach of this Agreement, then in addition to any other rights and remedies CITY may have, CONTRACTOR shall reimburse CITY, within ten (10) days after demand, for any and all costs and expenses incurred by CITY in order to complete those tasks constituting the scope of work as described in this Agreement, to the extent such costs and expenses exceed the amounts CITY would have been obligated to pay CONTRACTOR for the performance of those tasks pursuant to this Agreement.

D. Termination by CONTRACTOR for CITY's Failure to Make Agreed-Upon Payments

If CITY fails to pay CONTRACTOR all or any part of the compensation set forth in **Article 4** of this Agreement by the date due, then if and only if such nonpayment constitutes a material breach under this Agreement, CONTRACTOR may, but is not obligated to, terminate this Agreement if

such breach is not remedied by CITY within thirty (30) days after written demand for such payment is given by CONTRACTOR to CITY in accordance with **Article 9.J.**

E. Transition after Termination

Upon termination, CONTRACTOR shall immediately stop work, unless cessation could potentially cause any damage or harm to person or property, in which case CONTRACTOR shall cease such work as soon as it is safe to do so. CONTRACTOR shall incur no further expenses in connection with this Agreement. CONTRACTOR will be entitled to payment only for work satisfactorily completed through the date of the termination notice, as reasonably determined by CITY, provided that such payment shall not exceed the amount set forth in Article 4.A of this Agreement for its Services which have been fully, competently and timely rendered by CONTRACTOR. CONTRACTOR shall within ten days of receipt of notice of termination deliver to CITY all work done toward completion of the Services required hereunder in the format of electronically stored files where available (including, without limitation, documents, spreadsheets, video and images, AUTOCAD or other design files, and the like) and shall act in such a manner as to facilitate the assumption of CONTRACTOR's duties by any new contractor hired by the CITY to complete such Services, including the use of the files required to be delivered hereunder.

ARTICLE 9. GENERAL PROVISIONS

A. Amendment & Modification

No amendment, modification, alteration or change to the terms of this Agreement will be effective unless and until made in a writing signed by both parties hereto.

B. Attorneys' Fees

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

C. Binding on Successors and Assigns

The covenants, terms, conditions and provisions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, and assigns of both parties hereto.

D. Interpretation

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

This Agreement contains the contributions of both parties, each of whom has had the opportunity to consult competent counsel, and it is expressly agreed and understood that the rule stated in Civil Code Section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of this Agreement.

E. Conflict of Interest

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

F. Entire Agreement

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

No other agreements or conversation with any officer, agent or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Such other agreements or conversations shall be considered as unofficial information and are not binding upon CITY.

G. Exhibits Incorporated

All exhibits referred to in this Agreement and attached to it are hereby incorporated by reference. In the event there is a conflict between the terms in the body of this Agreement and any of the terms of any exhibit to this Agreement, the terms in the body of this Agreement shall control.

H. Governing Law and Venue

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

I. No Third Party Beneficiary

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

J. Notices

Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered by U.S. Mail, registered or certified, return receipt requested, postage prepaid, or by overnight delivery service showing receipt of delivery, or by personal delivery, or by facsimile (fax) or email. Notices or demands shall be addressed as follows:

CITY: City of Gilroy
Attn: City Administrator
7351 Rosanna Street
Gilroy, CA 95020
Fax: 408-846-0500

With a copy to: City of Gilroy
Attn: Director, Utilities Department
7351 Rosanna Street
Gilroy, CA 95020
Fax: 408-846-0500

CONTRACTOR: Nick Panofsky, PE
BKF Engineers
1730 N. First Street, Suite 600
San Jose CA 95112

or to such other address as either party may from time to time specify in writing to the other party in accordance with this paragraph.

Notices shall be deemed to have been given upon the earlier of actual receipt; or the next business day after delivery to an overnight delivery service; or three (3) days after the deposit in the U.S. mail; or the same day notice is faxed or emailed (if faxed or emailed before 5:00 p.m.), and on the next business day (if faxed or emailed after 5:00 p.m.)

K. Severability

If any provision of this Agreement, including any exhibit hereto, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the court is authorized and instructed to modify this Agreement so that the transactions and agreements contemplated herein are consummated as originally intended to the fullest extent possible.

L. Survival Clause

CONTRACTOR's obligations to defend, indemnify, and hold harmless CITY, and CITY's rights and remedies, as provided in this Agreement, survive the expiration or any termination of this Agreement, including, without limitation, CONTRACTOR's obligations under **Article 5**, and CITY's rights and remedies under **Article 9.B** and **Exhibit A, Section IV.B**.

M. Waiver

Waiver by CITY of any breach, violation of, or failure to perform any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, by CONTRACTOR, or any CITY delay in enforcement of the same, will not be deemed to be a waiver of any other

term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law, by CONTRACTOR.

N. Counterparts; Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement and any other documents to be delivered in connection herewith may be electronically signed. Any digital or electronic signatures (including pdf, facsimile or electronically imaged signatures provided by DocuSign or any other digital signature provider) appearing on this Agreement or such other documents shall have the same force and effect as handwritten signatures for the purposes of validity, enforceability and admissibility.

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

CONTRACTOR:

CITY:

BKF Engineers

CITY OF GILROY

By:  Signed by:
Name: Nick Panofsky, PE
Title: Principal-in-Charge

By: _____
Name: Matt Morley
Title: City Administrator

Social Security or Taxpayer
Identification Number 94-1729773

Date: _____

Approved as to Form

ATTEST:

City Attorney

City Clerk

EXHIBIT A

SPECIFIC PROVISIONS

I. PROJECT MANAGER

CONTRACTOR shall provide the Services as outlined in **Exhibit B**, (“Scope of Services”). To accomplish that end, CONTRACTOR agrees to assign Tyler Hunt, PE, who will act in the capacity of Project Manager, and who will personally direct such Services.

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

II. NOTICE TO PROCEED/COMPLETION OF SERVICE

A. NOTICE TO PROCEED

CONTRACTOR shall commence the Services upon CITY’s delivery of a written “Notice to Proceed,” from the designated CITY contact person(s) to CONTRACTOR. For purposes of this Agreement, Bret Swain will be the designated CITY contact person(s). The Notice to Proceed may be in the form of email, letter or fax authorizing commencement of the Services. The Notice to Proceed shall be given in accordance with **Article 9.J** of this Agreement or may be given by email.

B. COMPLETION OF SERVICES

When CITY determines that CONTRACTOR has completed all of the Services in accordance with the terms of this Agreement, CITY will give CONTRACTOR a written Notice of Final Acceptance. CONTRACTOR may request this Notice of Final Acceptance when, in its opinion, it has completed all of the Services as required by the terms of this Agreement and, if so requested, CITY will make a determination of completion within two (2) weeks of such request, or if CITY determines that CONTRACTOR has not completed all of such Services as required by this Agreement, CITY will so inform CONTRACTOR within this two (2) week period. CITY’s failure to make such a determination of completion within two (2) weeks shall be deemed to constitute CITY’s rejection of the Services subject to CITY’s later issuance of a Notice of Final Acceptance.

III. PAYMENT OF FEES AND DIRECT EXPENSES

Payments will be made to CONTRACTOR as provided for in **Article 4** of this Agreement.

Direct expenses are charges and fees for services not included in **Exhibit B**. CITY will only be obligated to pay for those direct expenses that have been previously approved in writing by CITY. CONTRACTOR must obtain written approval from CITY prior to incurring or billing for direct expenses.

Copies of pertinent financial records, including, without limitation, invoices, must be included with the submission of billing(s) for all direct expenses.

IV. OTHER PROVISIONS

A. STANDARD OF WORKMANSHIP

CONTRACTOR represents and warrants that it has the qualifications, skills, and licenses necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONTRACTOR's representations and warranties regarding its skills, qualifications and licenses.

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

If such deliverables are required under this Agreement, all civil (including structural and geotechnical) engineering plans, calculations, specifications, and reports shall be prepared by, or under the responsible charge of, a licensed civil engineer and will include his or her name and license number. Interim documents will include a notation as to the intended purpose of the document, such as "preliminary" or "for review only." All civil engineering plans and specifications that are permitted or that are to be released for construction will bear the signature and seal of that licensee and the date of signing and sealing or stamping.

B. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

CITY, through its authorized employees, representatives or agents, shall have the right, at any and all reasonable times, to audit the books and records (including, without limitation, invoices, vouchers, canceled checks, time cards, etc.) of CONTRACTOR for the purpose of verifying any and all charges made by CONTRACTOR in connection with this Agreement. CONTRACTOR shall maintain for a minimum period of three (3) years from the date of final payment to CONTRACTOR, or for any longer period required by law, sufficient books and records in accordance with standard California accounting practices to establish the correctness of all charges submitted to CITY by CONTRACTOR, all of which will be made available to CITY at the CITY's offices within five (5) business days after CITY's request.

C. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data (including, without limitation, computer data and source code), drawings, descriptions, documents, discussions or other information developed or received by or for CONTRACTOR and all other written and oral information submitted to CONTRACTOR in connection with the performance of this Agreement shall be held confidential by CONTRACTOR and will not, without the prior written consent of CITY, be used for any purposes other than the performance of the Services, nor be disclosed to an entity not connected with the performance of the such Services. Nothing furnished to

CONTRACTOR which is otherwise known to CONTRACTOR or which becomes generally known to the related industry (other than that which becomes generally known as the result of CONTRACTOR's disclosure thereof) will be deemed confidential. CONTRACTOR shall not use CITY's name or insignia, or distribute publicity pertaining to the Services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of CITY.

D. NO PLEDGING OF CITY'S CREDIT.

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

E. OWNERSHIP OF MATERIAL.

All material including, without limitation, computer information, data and source code, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared (or caused to be prepared) under this Agreement ("Materials") shall be provided to CITY upon its request (whether during or after the term of this Agreement), but CONTRACTOR may retain and use copies thereof subject to **Section IV.C** above. Upon delivery to CITY, any Materials delivered shall become the property of the CITY, but they shall remain the property of CONTRACTOR prior to the delivery thereof.

CONTRACTOR represents and warrants to CITY that none of the Materials infringes any patent, copyright, trademark, trade secret, or any other intellectual property right of any third-party, and any claims arising out of an actual or alleged breach of this representation and warranty shall be subject to CONTRACTOR's obligations pursuant to **Article 5.D**.

Upon delivery to CITY, CITY shall not be limited in any way in its use of the Materials at any time for any work, whether or not associated with the Services rendered under this Agreement. However, CONTRACTOR will not be responsible for, and City will indemnify CONTRACTOR from, damages resulting from the use of the Materials for work other than for the Services, including, without limitation, the release of Materials to third parties for work other than on the Services rendered under this Agreement.

F. FEDERAL OR STATE FUNDING REQUIREMENTS.

☐ If the box to the left of this sentence is checked, this Agreement involves Federal or State funding and the requirements of this **Section IV.F**, below, apply.

1. DBE Program

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

2. Cost Principles

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

3. Covenant against Contingent Fees

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

4. Byrd Anti-Lobbying Amendment

If the maximum amount of this Agreement exceeds One Hundred Thousand and No/100 Dollars (\$100,000.00), CONTRACTOR shall comply with the provisions of 31 U.S.C. § 1352.

5. Additional Federal Requirements

If applicable, CONTRACTOR shall comply with the requirements of Title 37, Part 401, Code of Federal Regulations (34 CFR 401), "Rights to Inventions Made by Nonprofit Organizations and Small Businesses Under Government Grants, Contracts and Cooperative Agreements," the Clean Water Act (42 U.S.C. § 7401, et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251, et seq.), and any orders and regulations pursuant thereto. CONTRACTOR has read and understands the provisions of Appendix II, Title 2, Part 200, Code of Federal Regulations (2 CFR 200, Appx. II), "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards," which are incorporated herein by reference as though fully set forth.

G. PREVAILING WAGE REQUIREMENTS.

If this Agreement is subject to the payment of prevailing wages pursuant to **Section A of Article 5**, the following requirements apply:

1. Payment of Prevailing Wages

CONTRACTOR and all subcontractors shall pay workers per diem wages in an amount that is no less than the applicable prevailing wage rate.

2. Prevailing Wage Rates

The prevailing wage rate of per diem wages is available online at the following website: <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. CONTRACTOR and all

subcontractors shall post a copy of the prevailing wage rate of per diem wages at each job site and shall make them available to any interested party upon request.

3. Penalties for Violations

CONTRACTOR and all subcontractors shall comply with Labor Code Section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code Sections 1720 through 1861.

4. Payroll Records

CONTRACTOR and all subcontractors shall comply with Labor Code Section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. CONTRACTOR and all subcontractors shall also furnish records specified in Labor Code Section 1776 directly to the Labor Commissioner in the manner required by Labor Code Section 1771.4.

5. Apprentices

CONTRACTOR and all subcontractors shall comply with Labor Code Sections 1777.5, 1777.6, and 1777.7 concerning the employment and wages of apprentices. CONTRACTOR shall ensure their subcontractors comply with Labor Code Section 1777.5, and CONTRACTOR may be subject to penalties for their subcontractors' non-compliance with Labor Code Section 1777.5 pursuant to the standards enumerated in Labor Code Section 1777.7.

6. Working Hours

CONTRACTOR and all subcontractors shall comply with Labor Code Sections 1810 through 1815, including but not limited to restricting working hours on public works contracts to eight (8) hours a day

7. Contractor and Subcontractor Registration Requirements

CONTRACTOR and all subcontractors shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Business and Professions Code Section 7029.1 or by Public Contract Code Sections 10164 and 20103.5, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the contract is awarded.

8. Compliance Monitoring and Enforcement

This Agreement and the Services provided thereunder are subject to compliance monitoring and enforcement by the Department of Industrial Relations.

EXHIBIT B

SCOPE OF SERVICES

The Scope of Work includes, but is not limited to, the following:

- Consultant shall furnish all technical and professional labor and materials needed to provide requested engineering design services. Any authorized design work shall meet all applicable City's Standard Details and specifications, State Laws such as Title 22, DDW Regulations, SWRCB Regulations, the most recent Caltrans Plans and Specifications, and as directed by the Director of Utilities.
- Consultants shall be knowledgeable and familiar with permitting processes for CalTrans, UPRR, Valley Water, DWR, BAAQMD, DDW, RWQCB, SWRCB, USACE, DFW, and other applicable local, State and federal agencies relevant to the development of the projects.
- Provide on-call civil engineering and other project related services on an on-call, as needed basis per individual Work Authorization(s).
- Provide civil engineering design and/or construction management services for repairs, replacements, and improvements of the City's water and sewer infrastructure.
- Provide project and program management services, as needed, to support water and sewer infrastructure repair, replacement, and improvement projects for the City.
- Provide in-house personnel or sub-consultants as needed to fully support the development of projects.
- Provide the full range of engineering services through various project phases as needed to complete projects.
- Review and develop standard plans, specifications, and engineering estimates.
- Assist Utilities in managing the bidding of public construction projects, including, but not limited to: issuing project bid packages; responding to requests for information (RFIs); issuing contract addendums; and drafting staff reports with recommendations for City Council action.
- During construction: make on-site visits; inspect construction; review material submittals, shop drawings, and test results; respond to RFIs; draft change orders; and review pay estimates.
- Provide Hydraulic Modeling services as needed to support projects including, but not limited to: modeling pressure zones, HGLs and flows under various scenarios within existing or proposed systems.
- Provide Hydrology/Hydraulic Design and Studies, including, but not limited to: flood, subsurface, and stormwater runoff drainage; soil stability and infiltration; erosion and

sedimentation control; stormwater detention; and clean water treatments (i.e., green infrastructure).

- Ensure that all materials including, but not limited to, computer information, data and source code, CAD, GIS files, hydraulic modeling files and raw data, sketches, tracings, drawings, plans, documents, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared shall be provided to City upon its request per Exhibit A Specific Provisions, Section IV, E of the Agreement.
- Services may include the provision of staff augmentation for limited terms to support the City's staff resources where project work exceeds in-house staff capacity.
- Any other engineering services necessary to plan, estimate, study, design, bid and construct a project, or to evaluate, analyze or study the existing water or sewer system or proposed improvements scenarios.

On-call Work Authorizations

Upon written request from the City, the Consultant shall advise the City in writing of the proposed scope of services to be provided for each assignment, the proposed not-to-exceed cost for each of the services and the estimated time to perform each of the services. The Consultant shall not proceed to perform any such assignments until the City and Consultant have agreed upon a written detailed scope of work, a detailed cost proposal, a schedule to complete the Scope of work, an estimated period for performance for which the consultant anticipates the work is expected to be performed, and the City has given its written authorization to proceed. The detailed Scope of Work shall clearly break out each identifiable task to be performed and all activities necessary to perform each task. The Scope of Work shall include any assumptions made in preparing the Scope of Work. The detailed cost proposal shall be provided as a spreadsheet identifying each personnel performing each task, the number of hours associated with said personnel, the hourly rate for said personnel, any overhead costs associated with each task, the cost for each of the personnel/overhead and by each task, and a total cost (Not to Exceed). Hourly rates shall conform with those provided in the SOQ. The cost shall be formatted in a not to exceed at cost estimate (number of person-hours multiplied by the current billing rates of the Consultant) for each Scope of Work item to be performed. If the cost proposal, or portions thereof, is acceptable, the City may then determine to issue a work authorization for the proposed Scope of work, or portions thereof, at the City's discretion and signed by the Utilities Director.

Additional Services

The need for additional types of services may be required during the term of the contract. The Consultant shall submit a cost estimate and fee schedule for any additional staff, subconsultants and equipment, which may be directly involved in the work outside of the scope of services above. The cost estimate shall be on time and materials not to exceed basis. If the cost estimate and fees are deemed acceptable to the City, a work authorization may be issued approving the additional services. In no case shall the services, including additional services, awarded in the agreement exceed the annual contract amount.

Compensation for specific projects or tasks shall be on a time and materials basis not to exceed the cost proposal authorized in the written Work Authorization. Work on tasks or projects shall not proceed without written work authorization by the City.

The method of payment shall be in accordance with the agreed upon fee schedule based on hourly rates and unit costs set forth in the Consultant's Fee Schedule. Personnel costs shall be provided as the fully loaded hourly fees, including all overhead and mark-ups, for each team member shall

be provided in the fee schedule. Direct cost shall be provided as the fully loaded unit costs. The fee schedule shall be provided for each year of the contract, and valid for the entire contract term. The fees for each year shall be shown, price escalators shall not exceed 3% per each year of the Contract.

Unless otherwise agreed upon by the City, payment is to be commensurate with the work completed and may be paid on the basis of work progress. Progress payment requests shall be submitted to the City for review and approval within five (5) business days from the last working day of that month. Payment will occur following receipt of an invoice from the Consultant and approval of the invoice by the City. When approved for payment, payment will occur within thirty (30) days after receipt of an approved invoice.

The total contract amount awarded for the initial three-year term of the contract is in the amount not to exceed \$450,000 combined aggregate between all firms selected for On-Call Engineering Services.

EXHIBIT C

MILESTONE SCHEDULE

All services within this agreement will be conducted on an on-call basis whenever services are requested through writtern authorization by the CITY.

EXHIBIT D
PAYMENT SCHEDULE

See Attached Fee Schedule

SECTION 9. FEE SCHEDULE

BKF 2026 STANDARD SCHEDULE OF FEES



PROJECT MANAGEMENT

Principal-in-Charge	\$395.00
Manager VI*	\$365.00
Manager V*	\$335.00
Manager IV*	\$315.00
Manager III*	\$300.00
Manager II*	\$285.00
Manager I*	\$265.00
Project Coordinator III	\$220.00
Project Coordinator II	\$190.00
Project Coordinator I	\$165.00
Project Assistant II	\$140.00
Project Assistant I	\$120.00

CONSTRUCTION MANAGEMENT

Principal Construction Manager	\$375.00
Construction Manager V	\$345.00
Construction Manager IV	\$305.00
Construction Manager III	\$285.00
Construction Manager II	\$250.00
Construction Manager I	\$225.00
Resident Engineer IV	\$315.00
Resident Engineer III	\$295.00
Resident Engineer II	\$265.00
Resident Engineer I	\$245.00
Assistant Resident Engineer	\$230.00
Office Engineer II	\$165.00
Office Engineer I	\$140.00
Structure Representative IV	\$310.00
Structure Representative III	\$295.00
Structure Representative II	\$265.00
Structure Representative I	\$240.00
Construction Inspector III	\$220.00
Construction Inspector II	\$210.00
Construction Inspector I	\$195.00

FIELD SURVEYING

Utility Locator IV	\$245.00
Utility Locator III	\$215.00
Utility Locator II	\$180.00
Utility Locator I	\$130.00
Survey Party Chief II	\$255.00
Survey Party Chief I	\$245.00
Survey Chainperson II	\$170.00
Survey Chainperson I	\$160.00
Survey Apprentice IV	\$155.00
Survey Apprentice III	\$145.00
Survey Apprentice II	\$130.00
Survey Apprentice I	\$100.00

DESIGN & TECHNICAL SERVICES

Principal Engineer	\$310.00
Engineer V	\$290.00
Engineer IV	\$265.00
Engineer III	\$245.00
Engineer II	\$215.00
Engineer I	\$190.00
Designer V	\$245.00
Designer IV	\$215.00
Designer III	\$190.00
Designer II	\$175.00
Designer I	\$160.00
Design Assistant	\$115.00
Principal Surveyor	\$310.00
Surveyor V	\$290.00
Surveyor IV	\$265.00
Surveyor III	\$245.00
Surveyor II	\$215.00
Surveyor I	\$190.00
Survey Technician V	\$245.00
Survey Technician IV	\$215.00
Survey Technician III	\$190.00
Survey Technician II	\$175.00
Survey Technician I	\$160.00
Survey Assistant	\$115.00
BIM Specialist III	\$245.00
BIM Specialist II	\$215.00
BIM Specialist I	\$190.00
Technician Manager	\$245.00
Technician IV	\$215.00
Technician III	\$190.00
Technician II	\$175.00
Technician I	\$160.00
Technical Analyst	\$160.00

ADMINISTRATIVE SUPPORT

Graphics/Visualization Specialist	\$165.00
Office Administrator II	\$135.00
Office Administrator I	\$110.00

PLANNING

Lead Technical Specialist	\$310.00
Technical Specialist V	\$275.00
Technical Specialist IV	\$240.00
Technical Specialist III	\$205.00
Technical Specialist II	\$170.00
Technical Specialist I	\$135.00
Planner/Scientist V	\$215.00
Planner/Scientist IV	\$200.00
Planner/Scientist III	\$185.00
Planner/Scientist II	\$165.00
Planner/Scientist I	\$140.00
Technician/Field Monitor V	\$175.00
Technician/Field Monitor IV	\$160.00
Technician/Field Monitor III	\$145.00
Technician/Field Monitor II	\$130.00
Technician/Field Monitor I	\$115.00

GOVERNMENT SERVICES

City Engineer	\$295.00
Deputy City Engineer	\$250.00
Plan Check Engineer	\$205.00
Permit Engineer	\$195.00
Senior City Inspector	\$215.00
City Inspector	\$200.00
Inspector	\$185.00
Stormwater Specialist V	\$250.00
Stormwater Specialist IV	\$220.00
Stormwater Specialist III	\$190.00
Stormwater Specialist II	\$160.00
Stormwater Specialist I	\$130.00
Building Official	\$285.00
Senior Building Inspector	\$220.00
Building Inspector	\$195.00
Grant Writer/Specialist IV	\$220.00
Grant Writer/Specialist III	\$190.00
Grant Writer/Specialist II	\$160.00
Grant Writer/Specialist I	\$130.00

DIRECT EXPENSES Use of outside consultants and vendors as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the prevailing IRS mileage reimbursement rate.

PREVAILING WAGE RATES Several categories above are used for field work on projects and subject to federal or state prevailing wage law and are subject to increases per DIR.

ANNUAL ESCALATION The rates shown are subject to periodic increases, including January 1st of each year.

OVERTIME for non-exempt employees will be charged at 1.5 times the hourly rate shown above; overtime for exempt employees and other classifications will be charged at 1.0 times the hourly rate shown above.

EXPERT WITNESS rates are available upon request.

***MANAGER CLASSIFICATIONS** include Program Manager, Project Manager, and Technical Manager.

June 1, 2026





GEOTECHNICAL | ENVIRONMENTAL | CHEMICAL | MATERIAL TESTING | SPECIAL INSPECTIONS

PACIFIC CREST ENGINEERING INC.
STANDARD FEE SCHEDULE – GEOTECHNICAL GROUP

January 1, 2026

The following schedule presents our rates for professional and technical services. If desired, services other than construction observation and testing can be contracted on a negotiated fixed fee basis. Services during construction, such as testing and observation of grading, require both professional and technical services. Depending on the scope and duration of the construction project, an opinion of probable cost can be made. Professional, technical, mileage and laboratory fees and rates are subject to change without notice.

PROFESSIONAL SERVICES	Billing Rate
Principal Engineer\Geologist	\$240.00 per hour
Associate Engineer\Geologist	\$225.00 per hour
Senior Engineer\Geologist	\$210.00 per hour
Staff Engineer\Geologist	\$185.00 per hour
CAD/Draftsperson	\$130.00 per hour
Administrative Staff	\$115.00 per hour
Expert Witness	\$500.00 per hour
Outside Consultants	1.15X Hourly Rate
TECHNICAL SERVICES	
Field Technician Non-Prevailing Wage	\$140.00 per hour
Field Technician Prevailing Wage	\$160.00 per hour
Construction Inspector Non-Prevailing Wage	\$150.00 per hour
Construction Inspection Prevailing Wage	\$175.00 per hour
QSP/SWPPP Monitoring Services	\$165.00 per hour
Lab Technician	\$115.00 per hour
Asphalt Core Drilling (Equipment + Operator)	\$220.00 per hour
Concrete Core Drilling (Equipment + Operator)	\$235.00 per hour
Excavator Services (Equipment + Operator)	\$375.00 per hour
Certified Payroll Reporting	\$115.00 per hour

- BASIS OF CHARGES**
- On-call contracts are subject to an annual increase of 3.0%. New fee schedules take effect on January 1st of each year.
 - Hours for all services are charged portal-to-portal from our Watsonville office.
 - Our normal business hours are between 7:00 AM and 5:00 PM, Monday through Friday. Work performed on Saturday is billed at 1.5 times the rates listed above, Sunday and Holiday work are billed at 2 times the rates listed above, and night shift work is billed at 1.8 times the rates listed above.
 - Work in excess of 8 hours is billed at 1.5 times the rates listed above and work in excess of 12 hours is billed at 2 times the rates listed above.



SECTION 9. FEE SCHEDULE

Pacific Crest Engineering Inc.
www.4pacific-crest.com

Standard Fee Schedule
January 1, 2026

- Technical services performed during normal business hours are subject to a 2-hour minimum charge. Professional and technical services performed outside of normal business hours are subject to a 4-hour minimum charge.
- Site visits canceled upon arrival will be subject to the minimum charges listed above.
- Expedited laboratory tests are billed at 1.5 times the rates provided below.

FIELD TESTS

Plate bearing load tests, pile load tests, vane shear tests, piezometer installations, slope inclinometer installations, and other special tests will be charged at standard engineering and personnel rates, plus cost of special equipment.

INCIDENTAL EXPENSES

Consultant shall be paid the actual cost-plus fifteen percent of all other out-of-pocket expenses, including all costs of air travel, applicable sales, use and city taxes, as well as miscellaneous outside services and facilities including: Subconsultant or Subcontractor fees; equipment rental, drill rig, underground locator, rendering overnight delivery, permit, and plan check fees, and similar expenses.

PRINTS AND SPECIFICATIONS

Reproduction charges for prints and specification books for client use in bidding or construction or at client request will be billed at cost plus fifteen percent.

COPIES OF PREVIOUS REPORTS

Orders for copies of previously issued work will be billed on a time and material basis (minimum charge \$25.00).

DRILLING AND SAMPLING

Billing Rate

Drill Rig including crew - truck mounted or crawler mounted:

Mobilization	Cost + 15%
Straight Time	Cost + 15%
Over Time	Cost + 15%
Cone Penetrometer Rig (CPT)	Cost + 15%
CPT Travel Time & Mobilization	Cost + 15%

Drilling is charged at 4 hours minimum.

Time is charged portal-to-portal from the drilling rig yard.

Casing, Shelby tubes and any special sampling or subcontract equipment will be charged at cost plus 15%.

LABORATORY TESTS

Soil/Aggregate Classification and Index Tests:

Atterberg Limits (Liquid Limit/Plastic Limit/ Plasticity Index):

- | | |
|---|----------|
| • Method A (Multi Point), ASTM D-4318/AASHTO T89 & T90 | \$240.00 |
| • Method B (Single Point), ASTM D-4318/AASHTO T89 & T90 | \$220.00 |
| • California Test Method, CT 204 | \$240.00 |



SECTION 9. FEE SCHEDULE**Pacific Crest Engineering Inc.**www.4pacific-crest.com**Standard Fee Schedule****January 1, 2026****Grain Size Distribution of Soil:**

- Sieve Analysis w/ Hydrometer ASTM D-422/AASHTO T88 \$250.00
- Sieve Analysis w/o Hydrometer, ASTM D-422/AASHTO T88 \$150.00
- Material Finer than #200 Sieve ASTM D-1140 \$120.00
- California Test Method, CT 202 \$155.00

Grain Size Analysis of Aggregate:

- Sieve Analysis ASTM C-136/AASHTO T27 \$175.00
- Material Finer than #200 Sieve ASTM C-117/AASHTO T11 \$135.00
- California Test Method, CT 202 \$180.00

Moisture Determination, ASTM D-2216/AASHTO T265/CT 226

\$ 35.00

R-Value:

- Native Soil Samples ASTM D-2844/AASHTO T190/CT 301 \$410.00
- With Additives, ASTM D-2844/AASHTO T190/CT 301 \$485.00

Sand Equivalent, ASTM D-2419/CT 217/T176

\$175.00

Specific Gravity of Soil, ASTM D-854/AASHTO T100

\$150.00

Specific Gravity of Aggregate, ASTM C-127 & C-128/AASHTO T74 & T85

\$165.00

Expansion Index, ASTM D-4829

\$210.00

Cleaness Value of Coarse Aggregate, CT 227

\$180.00

Durability Index, CT 229/T210

\$195.00

California Bearing Ratio with Compaction, ASTM D-1883

Per Quote

California Bearing Ratio with Compaction by Client, ASTM D-1883

Per Quote

Permeability, ASTM D-2434/ASTM D-5084

Per Quote

Corrosivity, Cal-Trans Package

\$375.00

Abrasion, L.A. Rattler, 100 and 500 Revolutions, ASTM C131 (Small Aggregate)

\$380.00

Abrasion, L.A. Rattler, 100 and 500 Revolutions, ASTM C535 (Small Aggregate)

\$700.00

Absorption, Coarse Aggregate, CT 206

\$105.00

Absorption, Fine Aggregate, CT 207

\$155.00

Clay Lumps and Friable Particles in Aggregate, AASHTO T112

\$145.00

Soundness, CT 214

\$440.00

Percent Crushed Particles, CT 205

\$150.00

Flat and Elongated Particles, ASTM D-4791

\$150.00

Fine Aggregate Angularity, AASHTO T304, Method A

\$295.00

Unit Weight of Aggregate, CT212/C29

\$135.00

CSS/FDR Mix Design

\$2,850.00

Moisture Density Relations/Compaction Curves:**Modified Proctor:**

- 4" Mold, ASTM D-1557/AASHTO T180 \$315.00
- 6" Mold, ASTM D-1557/AASHTO T180 \$340.00
- One Point Verification (Check Point) \$140.00

Standard Proctor:

- 4" Mold, ASTM D-698/AASHTO T99 \$315.00
- 6" Mold, ASTM D-698/AASHTO T99 \$340.00
- One Point Verification (Check Point) \$140.00

Cal-Impact Test, CT 216

\$345.00

Compaction Curve in Field

\$360.00



SECTION 9. FEE SCHEDULE

Pacific Crest Engineering Inc.

www.4pacific-crest.com

Standard Fee Schedule

January 1, 2026

Strength Tests:

Direct Shear:

• CD Peak and Residual, ASTM D-3080 (per point)	\$260.00
• CU Peak and Residual, ASTM D-3080 Modified (per point)	\$115.00
• Unconfined Compression, ASTM D-2166/AASHTO T208	\$110.00
• Triaxial Compression, Undrained, ASTM D-2850, per point	Per Quote
• Triaxial Compression, Drained, ASTM D-7181, per point	Per Quote
• Triaxial Compression, Undrained with PP, ASTM D-4767, per point	Per Quote

Consolidation & Expansion Tests:

Consolidation, ASTM D-2435, per point	\$500.00
Expansion Pressure, ASTM D-3877	\$380.00

Concrete Testing:

Compressive Strength of Concrete, ASTM C-39 (per cylinder)	\$ 75.00
Compressive Strength of Concrete, ASTM C-39, CT 521 (capped, per cylinder)	\$ 80.00
Compressive Strength of Shotcrete, ASTM C-1140 (per core, sulfur capped)	\$125.00
Compressive Strength of Mortar, ASTM C-109 (per cube)	\$ 65.00
Compressive Strength of Grout, ASTM C-1019 (per specimen)	\$ 70.00
Compressive Strength of Slurry/CLSM, ASTM D-4832 (capped, per cylinder)	\$ 90.00
Compressive Strength Testing of Cellular Concrete, ASTM C-495 (per cylinder)	\$115.00
Compressive Strength of Lightweight Insulating Concrete, ASTM C-495	\$ 55.00
Compressive Strength Testing/4-inch prism, ASTM C-39	\$ 80.00
Method of Test For Flexural Strength of Concrete, CT 523	\$180.00
Method of Test For Flexural Strength of Rapid Strength Concrete, CT 524	\$180.00
Method of Test For Soundness of Aggregate, ASTM C-88/CT 214	\$200.00
Method of Test For Measuring Thickness of Concrete Elements, ASTM C-174	\$ 80.00
Method of Test For Evaporable Moisture Content, ASTM C-566	\$125.00
Method of Test For Determining Density of Structural Lightweight Concrete, ASTM C-567	\$100.00
Standard Practice Method for Bulk Density (Unit Weight), ASTM C-29	\$150.00
Shrinkage, ASTM C-157, Set of 3	\$410.00
Length Change of Concrete, CT 537 (set of 3)	\$410.00
Concrete Storage Processing and Disposal	\$ 40.00
Shotcrete Specimen Casting Boxes	\$ 70.00

Hot Mix Asphalt (HMA) Tests:

Bulk Specific Gravity of Compacted Hot Mix Asphalt	
• Saturated Surface Dry Method, ASTM D-2726/AASHTO T166	\$ 85.00
• Coated Specimens, ASTM D-1188/AASHTO T275	\$ 90.00
Moisture Content of HMA, AASHTO T329	\$ 50.00
Theoretical Maximum Density, ASTM D-2041/CT 309/T209	\$180.00
Asphalt Binder Content, AASHTO T308	\$290.00
Asphalt Binder Content Correction Value, Per Mix Design, Average of 3, T308CF	\$850.00
Interlayer Shear Strength, AASHTO T114 (per core)	\$140.00
HMA Storage Processing and Disposal (per set, 1 year storage)	\$ 45.00
Percent Air Voids, T269	\$ 45.00



SECTION 9. FEE SCHEDULE

Pacific Crest Engineering Inc.
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Standard Fee Schedule
January 1, 2026

Stabilometer, Hveem S-Value, Set of 3

Per Quote

Miscellaneous:

Sample Preparation, if required (per hour)

\$115.00

Other specialty testing/inspection services are individually quoted.

Per Quote





Schedule of Hourly Rates and Costs – 2026

TJC and Associates, Inc.

Labor

Engineer

Level 20 (E20)	\$377.00 / hour
Level 19 (E19)	\$363.00 / hour
Level 18 (E18)	\$349.00 / hour
Level 17 (E17)	\$335.00 / hour
Level 16 (E16)	\$321.00 / hour
Level 15 (E15)	\$307.00 / hour
Level 14 (E14)	\$294.00 / hour
Level 13 (E13)	\$280.00 / hour
Level 12 (E12)	\$266.00 / hour
Level 11 (E11)	\$252.00 / hour
Level 10 (E10)	\$238.00 / hour
Level 9 (E9)	\$224.00 / hour
Level 8 (E8)	\$211.00 / hour
Level 7 (E7)	\$197.00 / hour
Level 6 (E6)	\$183.00 / hour
Level 5 (E5)	\$169.00 / hour
Level 4 (E4)	\$155.00 / hour
Level 3 (E3)	\$141.00 / hour
Level 2 (E2)	\$128.00 / hour
Level 1 (E1)	\$114.00 / hour

CAD

Level 10 (C10)	\$219.00 / hour
Level 9 (C9)	\$205.00 / hour
Level 8 (C8)	\$191.00 / hour
Level 7 (C7)	\$178.00 / hour
Level 6 (C6)	\$164.00 / hour
Level 5 (C5)	\$150.00 / hour
Level 4 (C4)	\$137.00 / hour
Level 3 (C3)	\$123.00 / hour
Level 2 (C2)	\$109.00 / hour
Level 1 (C1)	\$ 95.00 / hour

Administrative

Level 16 (A16)	\$188.00 / hour
Level 15 (A15)	\$176.00 / hour
Level 14 (A14)	\$165.00 / hour
Level 13 (A13)	\$154.00 / hour
Level 12 (A12)	\$142.00 / hour
Level 11 (A11)	\$131.00 / hour
Level 10 (A10)	\$120.00 / hour

Reimbursable Expenses

Auto Mileage	Standard set by IRS
Outside Services	Cost + 10%
Materials and Other Expenses	Cost + 10%

Notes

1. All hourly rates and costs are subject to change without notice.
2. Schedule shall be subject to adjustments annually to reflect current staff salaries and escalation.

EXHIBIT E

INSURANCE [Professional Services]

CONTRACTOR shall procure and maintain for the duration of the Agreement, and for additional time if required below, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees, including any subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to

the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37).

Primary Coverage

For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 12 19 in regards to CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

CONTRACTOR may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. The policies shall be provided on a true "following form" coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to CITY.

Waiver of Subrogation

CONTRACTOR hereby grants to CITY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by CITY. CITY may require CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CITY.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of work pursuant thereto.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date,

CONTRACTOR must purchase “extended reporting” coverage for a minimum of *five (5)* years after completion of work.

Verification of Coverage

CONTRACTOR shall furnish CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All required documents are to be received and approved by CITY before work commences. However, failure to obtain the documents prior to the work beginning shall not waive CONTRACTOR’s obligation to provide them. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements, at any time.

Subcontractors

CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that CITY is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies for any construction-related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of five (5) years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

Special Risks or Circumstances

CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

AGREEMENT FOR SERVICES

[Professional Services]

This Agreement for Services (the “Agreement”) is entered into as of October 1, 2026 (the “Effective Date”), by and between the City of Gilroy (“CITY”), a municipal corporation duly organized and existing under the laws of the State of California, and Provost & Pritchard Consulting Group (“CONTRACTOR”).

ARTICLE 1. TERM OF AGREEMENT

The term of this Agreement shall commence on the Effective Date and continue in effect through September 30, 2029, with the option for two, one-year extensions (“End Date”), unless sooner terminated in accordance with the provisions of **Article 8**. Should no Effective Date be specified above, then the Effective Date of this Agreement shall be the date this Agreement is executed by the authorized CITY representative. The term of this Agreement may be extended by amendment in accordance with **Article 9.A**. It is intended that termination of this Agreement be contemporaneous with the final acceptance of all services described in **Exhibit B** by the Gilroy City Administrator or designee.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

Both parties understand and agree that CONTRACTOR, and any person working for or under the direction of CONTRACTOR, is an independent contractor and not an employee, agent, joint venturer, or partner of CITY. Nothing in this Agreement shall be construed as creating an employer-employee relationship between CITY and CONTRACTOR or any employee or agent of CONTRACTOR. CONTRACTOR is not an employee for state or federal tax purposes. CONTRACTOR shall not be entitled to any of the rights or benefits afforded to CITY’s employees, including, without limitation, disability or unemployment insurance, workers’ compensation, medical insurance, sick leave, retirement benefits, or any other employment benefits. CONTRACTOR retains the right to perform services for others during the term of this Agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

A. Specific Services

CONTRACTOR shall perform the services (the “Services”) in accordance with **Exhibit A** (“Specific Provisions”) and as outlined in **Exhibit B** (“Scope of Services”) within the time periods described in **Exhibit C** (“Milestone Schedule”) in accordance with the requirements of this Agreement.

B. Method of Performing Services

CONTRACTOR will determine the method, details, and means of performing the above-described Services. CITY has no right to control the manner or determine the method of accomplishing CONTRACTOR’s Services. CONTRACTOR will supply all tools and instrumentalities required to perform the Services under this Agreement at its sole cost and expense. CONTRACTOR is not required to purchase or rent any tools, equipment or services from CITY.

C. Employment of Workers

CONTRACTOR may, at the CONTRACTOR's own expense, employ such workers as CONTRACTOR deems necessary to perform the Services required of CONTRACTOR by this Agreement, subject to the limitations on assignment and subcontracting contained in **Article 5.E**, below. CITY may not control, direct, or supervise CONTRACTOR's workers in the performance of those Services. CONTRACTOR assumes full and sole responsibility for the payment of all compensation and expenses of these workers and for all State and Federal income tax, unemployment insurance, Social Security, disability insurance, and other applicable withholding. As an independent contractor, CONTRACTOR shall indemnify, defend, and hold CITY, its officers, officials, representatives, agents, employees, and volunteers harmless, pursuant to **Article 5.D** from and against any and all third-party claims arising from allegations that an employee-employer relationship exists between CITY and an employee or subcontractor of CONTRACTOR or of any of its subcontractors.

ARTICLE 4. COMPENSATION

A. Consideration

In consideration for the Services to be performed by CONTRACTOR, CITY shall pay CONTRACTOR the amounts set forth in **Exhibit D** ("Payment Schedule"). Such compensation shall be without right to any additional compensation of any kind or type whatsoever, including, without limitation, in quantum meruit. CONTRACTOR shall not be compensated for, and CITY shall not be obligated to pay for, any Services performed by CONTRACTOR without prior, written authorization from CITY, that exceed the total compensation amount provided herein. In the event of a conflict between the amount set forth in this **Article 4.A** and **Exhibit D** regarding the amount of compensation, this **Article 4.A** shall prevail. In no event shall the total compensation paid to CONTRACTOR for the complete and satisfactory performance of the Services in accordance with this Agreement exceed \$450,000 combined aggregate for three years between all firms selected for On-Call Utilities Engineering Services.

B. Invoices

CONTRACTOR shall submit invoices for all services rendered. CONTRACTOR shall invoice CITY no more than once every thirty (30) days.

C. Payment

Payment will be due according to the payment schedule set forth in **Exhibit D**. No payment will be made unless CONTRACTOR has first provided CITY with a written invoice describing the work performed and any approved direct expenses (as provided for in **Exhibit A, Section III**) incurred during the preceding period. CITY shall have no obligation to pay for any work or direct expenses not invoiced within ninety (90) days of the date such work was performed or such expenses were incurred. Expenses shall not be invoiced until incurred.

If CITY objects to all or any portion of any invoice, CITY will notify CONTRACTOR of the objection within thirty (30) days from receipt of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute. It shall not constitute a breach of this Agreement for CITY not to pay any invoiced amounts to which it has objected prior to resolution of the objection by mutual agreement of both parties hereto.

D. Costs and Expenses Incident to Performance

CONTRACTOR shall be responsible for all costs and expenses incident to the performance of Services for CITY, including, without limitation, all costs of equipment used or provided by CONTRACTOR, all fees, fines, licenses, bonds, or taxes required of or imposed against CONTRACTOR and all other of CONTRACTOR's costs of doing business. CITY shall not be responsible for any expenses incurred by CONTRACTOR in performing Services for CITY, except for those expenses constituting approved "direct expenses" referenced in **Exhibit A, Section III**.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

A. Compliance with Laws

CONTRACTOR shall comply with all applicable Federal, State, and local laws and regulations in fulfilling CONTRACTOR's obligations under this Agreement.

Without limiting the generality of the foregoing, CONTRACTOR shall comply with the provisions of California Labor Code Section 1735, and California Government Code Section 12940, obligating every worker and/or subcontractor under a contract or subcontract to CITY for public works or for goods or services to refrain from discriminatory employment or subcontracting practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any employee, applicant for employment, or any potential subcontractor.

Pursuant to Gilroy City Code Section 1.15, construction, alteration, demolition, repair and maintenance work performed under certain public works contracts is subject to all State laws regarding payment of prevailing wages, including, without limitation, Labor Code Section 1770 et seq. ("State Prevailing Wage Laws"). For construction work that cumulatively exceeds \$25,000 and for alteration, demolition, repair and maintenance work that cumulatively exceeds \$15,000, CONTRACTOR and its subcontractors must comply with State Prevailing Wage Laws.



SS

(initial) If the box to the left of this sentence is checked and the line beside it initialed by CITY, CONTRACTOR and its subcontractors must comply with State Prevailing Wage Laws and the provisions set forth in Section G of Exhibit A apply.

INDEMNIFICATION: CONTRACTOR acknowledges and agrees that regardless of whether or not the box above is checked and the line initialed, it is ultimately the responsibility of the CONTRACTOR and all subcontractors to determine for themselves whether any Services provided under this Agreement must comply with State Prevailing Wage Laws. To the fullest

extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless, through counsel approved by CITY (which approval will not be unreasonably withheld), CITY, its officers, officials, representatives, agents, employees, and volunteers, against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities, and expenses, including attorneys' fees, that arise out of, pertain to, or relate to any determination made by CITY, its officers, officials, representatives, agents, employees, and volunteers, whether explicitly or implicitly through any number of actions or representations, related to any classification that a project constitutes a public works project which must comport with State Prevailing Wage Laws.

B. Professional Standard of Care

CONTRACTOR shall perform all Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the County of Santa Clara and the State of California.

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

C. Insurance

CONTRACTOR shall procure and maintain insurance as described in **Exhibit E** for the duration of this Agreement (and any additional time as may be required in **Exhibit E** for particular coverage).

D. Indemnification of Liability, Duty to Defend

CONTRACTOR's indemnification and defense obligations, as provided herein, are in addition to, and are not limited by, the indemnification provision detailed in **Article 5.A** related to the State Prevailing Wage Laws and the insurance obligations provided in **Article 5.C** and **Exhibit E**.

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless, through counsel approved by CITY (which approval will not be unreasonably withheld), CITY, its officers, officials, representatives, agents, employees, and volunteers, against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities, and expenses, including attorneys' fees, that arise out of, pertain to, or relate to the performance of the Services or this Agreement, including all claims relating to the failure to pay wages, or the injury or death of any person or damage to any property, however caused, regardless of any negligence of CITY, excepting only such injury or death of any person, damage to any property, or any other loss, damage, or expense caused by the gross negligence or willful misconduct of CITY, its officers, officials, representatives, agents, employees, or volunteers.

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless, through counsel approved by CITY (which approval will not be unreasonably withheld), CITY, its officers, representatives, agents and employees from and against any and all claims, suits, damages, costs, fees, demands, causes of action, losses, liabilities and expenses, including, without limitation, reasonable attorneys' fees, arising out of any injury, disability, or death of any of CONTRACTOR's employees.

Notwithstanding the foregoing, to the extent that this Agreement is a "construction contract" within the meaning of Civil Code Section 2783, then CONTRACTOR's obligations to defend, indemnify, and hold harmless CITY, its officers, officials, representatives, agents, employees, and volunteers shall not extend to any injury or death of any person, damage to any property, or any other loss, damage, or expense caused by the sole or active negligence or willful misconduct of CITY, its officers, officials, representatives, agents, employees, or volunteers.

Furthermore, to the extent that CONTRACTOR is a "design professional" within the meaning of Civil Code Section 2782.8, CONTRACTOR's duty to indemnify provided above, including CONTRACTOR's duty and cost to defend, shall be limited to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR.

E. Assignment

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

F. State and Federal Taxes

As stated in **Article 2**, CONTRACTOR is not CITY's employee. Thus, CONTRACTOR is responsible for paying all required State and Federal taxes. Without limiting the foregoing, CONTRACTOR acknowledges and agrees that:

- CITY will not withhold FICA (Social Security) from payments to CONTRACTOR;
- CITY will not make State or Federal unemployment insurance contributions on behalf of CONTRACTOR;
- CITY will not withhold State or Federal income tax from payments to CONTRACTOR;
- CITY will not make disability insurance contributions on behalf of CONTRACTOR;
- CITY will not obtain workers' compensation insurance on behalf of CONTRACTOR.

G. Americans with Disabilities Act of 1990

Throughout the term of this Agreement, CONTRACTOR shall comply fully with all applicable provisions of the Americans with Disabilities Act of 1990 (“the Act”) as the same may be amended from time to time. CONTRACTOR shall also require such compliance of all subcontractors performing work under this Agreement, subject to the limitations on assignment and subcontracting contained in **Article 5.E**, above. CONTRACTOR shall defend, indemnify and hold harmless, through counsel approved by CITY (which approval will not be unreasonably withheld), CITY, its officers, officials, representatives, agents, employees, or volunteers, against all suits, claims, demands, damages, costs, causes of action, losses, liabilities, expenses and fees, including, without limitation, reasonable attorneys’ fees, that may arise out of any violations of the Act by CONTRACTOR, its subcontractors, or the officers, employees, agents or representatives of either.

ARTICLE 6. OBLIGATIONS OF CITY

A. Cooperation of City

CITY will respond to all reasonable requests of CONTRACTOR and provide access at reasonable times, following receipt by CITY of reasonable notice, to all documents reasonably necessary to the performance of CONTRACTOR’s duties under this Agreement.

B. Assignment

CITY may assign this Agreement or any duties or obligations thereunder to a successor governmental entity without the consent of CONTRACTOR. Such assignment will not release CONTRACTOR from any of CONTRACTOR’s duties or obligations under this Agreement.

ARTICLE 7. TIME OF COMPLETION

A. Time of the Essence

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

B. Commencement of Services

CONTRACTOR shall commence the Services described in **Exhibit B** on the date specified in the CITY’s “Notice to Proceed,” issued pursuant to **Exhibit A, Section II.A**.

C. Contract Time

CONTRACTOR shall diligently complete its Services within the time provided in **Exhibit C**.

D. Adjustments to Schedule

The term of this Agreement and/or the time periods described in **Exhibit C** may only be extended by amendment to this Agreement executed by CITY and CONTRACTOR in accordance with **Article 9.A**.

ARTICLE 8. TERMINATION OF AGREEMENT

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

CONTRACTOR shall notify CITY of the proposed sale of CONTRACTOR's business no later than thirty (30) days prior to any such sale. CITY will have the option of terminating this Agreement by providing written notice of termination in accordance with **Article 9.J**, within thirty (30) days after receiving such notice of sale.

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

B. Termination by CITY Without Cause

Notwithstanding any other provision of this Agreement, CITY may terminate this Agreement without cause at any time upon giving ten (10) days written notice to CONTRACTOR in accordance with **Article 9.J**. CONTRACTOR shall immediately stop work upon receipt of such notice except as may be necessary to safeguard and protect a project site, and shall be entitled to compensation per this Agreement for work performed prior to work stoppage.

C. Termination by CITY for Material Breach by CONTRACTOR

Should CONTRACTOR breach any provision of this Agreement and such breach be material, CITY may, but is not obligated to, terminate this Agreement by providing written notice to CONTRACTOR in accordance with **Article 9.J**. For the purposes of this section, material breach of this Agreement includes, but is not limited to the following:

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

Notwithstanding the foregoing, if CITY terminates this Agreement due to CONTRACTOR'S material breach of this Agreement, then in addition to any other rights and remedies CITY may have, CONTRACTOR shall reimburse CITY, within ten (10) days after demand, for any and all costs and expenses incurred by CITY in order to complete those tasks constituting the scope of work as described in this Agreement, to the extent such costs and expenses exceed the amounts CITY would have been obligated to pay CONTRACTOR for the performance of those tasks pursuant to this Agreement.

D. Termination by CONTRACTOR for CITY's Failure to Make Agreed-Upon Payments

If CITY fails to pay CONTRACTOR all or any part of the compensation set forth in **Article 4** of this Agreement by the date due, then if and only if such nonpayment constitutes a material breach under this Agreement, CONTRACTOR may, but is not obligated to, terminate this Agreement if

such breach is not remedied by CITY within thirty (30) days after written demand for such payment is given by CONTRACTOR to CITY in accordance with **Article 9.J.**

E. Transition after Termination

Upon termination, CONTRACTOR shall immediately stop work, unless cessation could potentially cause any damage or harm to person or property, in which case CONTRACTOR shall cease such work as soon as it is safe to do so. CONTRACTOR shall incur no further expenses in connection with this Agreement. CONTRACTOR will be entitled to payment only for work satisfactorily completed through the date of the termination notice, as reasonably determined by CITY, provided that such payment shall not exceed the amount set forth in Article 4.A of this Agreement for its Services which have been fully, competently and timely rendered by CONTRACTOR. CONTRACTOR shall within ten days of receipt of notice of termination deliver to CITY all work done toward completion of the Services required hereunder in the format of electronically stored files where available (including, without limitation, documents, spreadsheets, video and images, AUTOCAD or other design files, and the like) and shall act in such a manner as to facilitate the assumption of CONTRACTOR's duties by any new contractor hired by the CITY to complete such Services, including the use of the files required to be delivered hereunder.

ARTICLE 9. GENERAL PROVISIONS

A. Amendment & Modification

No amendment, modification, alteration or change to the terms of this Agreement will be effective unless and until made in a writing signed by both parties hereto.

B. Attorneys' Fees

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

C. Binding on Successors and Assigns

The covenants, terms, conditions and provisions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, and assigns of both parties hereto.

D. Interpretation

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

This Agreement contains the contributions of both parties, each of whom has had the opportunity to consult competent counsel, and it is expressly agreed and understood that the rule stated in Civil Code Section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of this Agreement.

E. Conflict of Interest

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

F. Entire Agreement

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

No other agreements or conversation with any officer, agent or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Such other agreements or conversations shall be considered as unofficial information and are not binding upon CITY.

G. Exhibits Incorporated

All exhibits referred to in this Agreement and attached to it are hereby incorporated by reference. In the event there is a conflict between the terms in the body of this Agreement and any of the terms of any exhibit to this Agreement, the terms in the body of this Agreement shall control.

H. Governing Law and Venue

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

I. No Third Party Beneficiary

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

J. Notices

Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered by U.S. Mail, registered or certified, return receipt requested, postage prepaid, or by overnight delivery service showing receipt of delivery, or by personal delivery, or by facsimile (fax) or email. Notices or demands shall be addressed as follows:

CITY: City of Gilroy
Attn: City Administrator
7351 Rosanna Street
Gilroy, CA 95020
Fax: 408-846-0500

With a copy to: City of Gilroy
Attn: Director, Utilities Department
7351 Rosanna Street
Gilroy, CA 95020
Fax: 408-846-0500

CONTRACTOR: Stephen Spencer, PE
Provost & Pritchard Consulting Group
455 W Fir Ave
Clovis, CA 93611

or to such other address as either party may from time to time specify in writing to the other party in accordance with this paragraph.

Notices shall be deemed to have been given upon the earlier of actual receipt; or the next business day after delivery to an overnight delivery service; or three (3) days after the deposit in the U.S. mail; or the same day notice is faxed or emailed (if faxed or emailed before 5:00 p.m.), and on the next business day (if faxed or emailed after 5:00 p.m.)

K. Severability

If any provision of this Agreement, including any exhibit hereto, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the court is authorized and instructed to modify this Agreement so that the transactions and agreements contemplated herein are consummated as originally intended to the fullest extent possible.

L. Survival Clause

CONTRACTOR's obligations to defend, indemnify, and hold harmless CITY, and CITY's rights and remedies, as provided in this Agreement, survive the expiration or any termination of this Agreement, including, without limitation, CONTRACTOR's obligations under **Article 5**, and CITY's rights and remedies under **Article 9.B** and **Exhibit A, Section IV.B**.

M. Waiver

Waiver by CITY of any breach, violation of, or failure to perform any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, by CONTRACTOR, or any CITY delay in enforcement of the same, will not be deemed to be a waiver of any other

term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law, by CONTRACTOR.

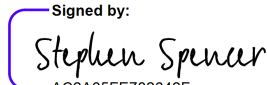
N. Counterparts; Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement and any other documents to be delivered in connection herewith may be electronically signed. Any digital or electronic signatures (including pdf, facsimile or electronically imaged signatures provided by DocuSign or any other digital signature provider) appearing on this Agreement or such other documents shall have the same force and effect as handwritten signatures for the purposes of validity, enforceability and admissibility.

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

CONTRACTOR:

Provost & Pritchard Consulting Group

By: 
 Name: Stephen Spencer, PE
 Title: Project Manager

Social Security or Taxpayer
 Identification Number 94-2187078

Approved as to Form

 City Attorney

CITY:

CITY OF GILROY

By: _____
 Name: Matt Morley
 Title: City Administrator

Date: _____

ATTEST:

 City Clerk

EXHIBIT A

SPECIFIC PROVISIONS

I. PROJECT MANAGER

CONTRACTOR shall provide the Services as outlined in **Exhibit B**, (“Scope of Services”). To accomplish that end, CONTRACTOR agrees to assign Stephen Spencer, PE, who will act in the capacity of Project Manager, and who will personally direct such Services.

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

II. NOTICE TO PROCEED/COMPLETION OF SERVICE

A. NOTICE TO PROCEED

CONTRACTOR shall commence the Services upon CITY’s delivery of a written “Notice to Proceed,” from the designated CITY contact person(s) to CONTRACTOR. For purposes of this Agreement, Bret Swain will be the designated CITY contact person(s). The Notice to Proceed may be in the form of email, letter or fax authorizing commencement of the Services. The Notice to Proceed shall be given in accordance with **Article 9.J** of this Agreement or may be given by email.

B. COMPLETION OF SERVICES

When CITY determines that CONTRACTOR has completed all of the Services in accordance with the terms of this Agreement, CITY will give CONTRACTOR a written Notice of Final Acceptance. CONTRACTOR may request this Notice of Final Acceptance when, in its opinion, it has completed all of the Services as required by the terms of this Agreement and, if so requested, CITY will make a determination of completion within two (2) weeks of such request, or if CITY determines that CONTRACTOR has not completed all of such Services as required by this Agreement, CITY will so inform CONTRACTOR within this two (2) week period. CITY’s failure to make such a determination of completion within two (2) weeks shall be deemed to constitute CITY’s rejection of the Services subject to CITY’s later issuance of a Notice of Final Acceptance.

III. PAYMENT OF FEES AND DIRECT EXPENSES

Payments will be made to CONTRACTOR as provided for in **Article 4** of this Agreement.

Direct expenses are charges and fees for services not included in **Exhibit B**. CITY will only be obligated to pay for those direct expenses that have been previously approved in writing by CITY. CONTRACTOR must obtain written approval from CITY prior to incurring or billing for direct expenses.

Copies of pertinent financial records, including, without limitation, invoices, must be included with the submission of billing(s) for all direct expenses.

IV. OTHER PROVISIONS

A. STANDARD OF WORKMANSHIP

CONTRACTOR represents and warrants that it has the qualifications, skills, and licenses necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONTRACTOR's representations and warranties regarding its skills, qualifications and licenses.

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

If such deliverables are required under this Agreement, all civil (including structural and geotechnical) engineering plans, calculations, specifications, and reports shall be prepared by, or under the responsible charge of, a licensed civil engineer and will include his or her name and license number. Interim documents will include a notation as to the intended purpose of the document, such as "preliminary" or "for review only." All civil engineering plans and specifications that are permitted or that are to be released for construction will bear the signature and seal of that licensee and the date of signing and sealing or stamping.

B. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

CITY, through its authorized employees, representatives or agents, shall have the right, at any and all reasonable times, to audit the books and records (including, without limitation, invoices, vouchers, canceled checks, time cards, etc.) of CONTRACTOR for the purpose of verifying any and all charges made by CONTRACTOR in connection with this Agreement. CONTRACTOR shall maintain for a minimum period of three (3) years from the date of final payment to CONTRACTOR, or for any longer period required by law, sufficient books and records in accordance with standard California accounting practices to establish the correctness of all charges submitted to CITY by CONTRACTOR, all of which will be made available to CITY at the CITY's offices within five (5) business days after CITY's request.

C. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data (including, without limitation, computer data and source code), drawings, descriptions, documents, discussions or other information developed or received by or for CONTRACTOR and all other written and oral information submitted to CONTRACTOR in connection with the performance of this Agreement shall be held confidential by CONTRACTOR and will not, without the prior written consent of CITY, be used for any purposes other than the performance of the Services, nor be disclosed to an entity not connected with the performance of the such Services. Nothing furnished to

CONTRACTOR which is otherwise known to CONTRACTOR or which becomes generally known to the related industry (other than that which becomes generally known as the result of CONTRACTOR's disclosure thereof) will be deemed confidential. CONTRACTOR shall not use CITY's name or insignia, or distribute publicity pertaining to the Services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of CITY.

D. NO PLEDGING OF CITY'S CREDIT.

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

E. OWNERSHIP OF MATERIAL.

All material including, without limitation, computer information, data and source code, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared (or caused to be prepared) under this Agreement ("Materials") shall be provided to CITY upon its request (whether during or after the term of this Agreement), but CONTRACTOR may retain and use copies thereof subject to **Section IV.C** above. Upon delivery to CITY, any Materials delivered shall become the property of the CITY, but they shall remain the property of CONTRACTOR prior to the delivery thereof.

CONTRACTOR represents and warrants to CITY that none of the Materials infringes any patent, copyright, trademark, trade secret, or any other intellectual property right of any third-party, and any claims arising out of an actual or alleged breach of this representation and warranty shall be subject to CONTRACTOR's obligations pursuant to **Article 5.D**.

Upon delivery to CITY, CITY shall not be limited in any way in its use of the Materials at any time for any work, whether or not associated with the Services rendered under this Agreement. However, CONTRACTOR will not be responsible for, and City will indemnify CONTRACTOR from, damages resulting from the use of the Materials for work other than for the Services, including, without limitation, the release of Materials to third parties for work other than on the Services rendered under this Agreement.

F. FEDERAL OR STATE FUNDING REQUIREMENTS.

- ☐ If the box to the left of this sentence is checked, this Agreement involves Federal or State funding and the requirements of this **Section IV.F**, below, apply.

1. DBE Program

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

2. Cost Principles

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

3. Covenant against Contingent Fees

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

4. Byrd Anti-Lobbying Amendment

If the maximum amount of this Agreement exceeds One Hundred Thousand and No/100 Dollars (\$100,000.00), CONTRACTOR shall comply with the provisions of 31 U.S.C. § 1352.

5. Additional Federal Requirements

If applicable, CONTRACTOR shall comply with the requirements of Title 37, Part 401, Code of Federal Regulations (34 CFR 401), "Rights to Inventions Made by Nonprofit Organizations and Small Businesses Under Government Grants, Contracts and Cooperative Agreements," the Clean Water Act (42 U.S.C. § 7401, et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251, et seq.), and any orders and regulations pursuant thereto. CONTRACTOR has read and understands the provisions of Appendix II, Title 2, Part 200, Code of Federal Regulations (2 CFR 200, Appx. II), "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards," which are incorporated herein by reference as though fully set forth.

G. PREVAILING WAGE REQUIREMENTS.

If this Agreement is subject to the payment of prevailing wages pursuant to **Section A of Article 5**, the following requirements apply:

1. Payment of Prevailing Wages

CONTRACTOR and all subcontractors shall pay workers per diem wages in an amount that is no less than the applicable prevailing wage rate.

2. Prevailing Wage Rates

The prevailing wage rate of per diem wages is available online at the following website: <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. CONTRACTOR and all

subcontractors shall post a copy of the prevailing wage rate of per diem wages at each job site and shall make them available to any interested party upon request.

3. Penalties for Violations

CONTRACTOR and all subcontractors shall comply with Labor Code Section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code Sections 1720 through 1861.

4. Payroll Records

CONTRACTOR and all subcontractors shall comply with Labor Code Section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. CONTRACTOR and all subcontractors shall also furnish records specified in Labor Code Section 1776 directly to the Labor Commissioner in the manner required by Labor Code Section 1771.4.

5. Apprentices

CONTRACTOR and all subcontractors shall comply with Labor Code Sections 1777.5, 1777.6, and 1777.7 concerning the employment and wages of apprentices. CONTRACTOR shall ensure their subcontractors comply with Labor Code Section 1777.5, and CONTRACTOR may be subject to penalties for their subcontractors' non-compliance with Labor Code Section 1777.5 pursuant to the standards enumerated in Labor Code Section 1777.7.

6. Working Hours

CONTRACTOR and all subcontractors shall comply with Labor Code Sections 1810 through 1815, including but not limited to restricting working hours on public works contracts to eight (8) hours a day

7. Contractor and Subcontractor Registration Requirements

CONTRACTOR and all subcontractors shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Business and Professions Code Section 7029.1 or by Public Contract Code Sections 10164 and 20103.5, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the contract is awarded.

8. Compliance Monitoring and Enforcement

This Agreement and the Services provided thereunder are subject to compliance monitoring and enforcement by the Department of Industrial Relations.

EXHIBIT B

SCOPE OF SERVICES

The Scope of Work includes, but is not limited to, the following:

- Consultant shall furnish all technical and professional labor and materials needed to provide requested engineering design services. Any authorized design work shall meet all applicable City's Standard Details and specifications, State Laws such as Title 22, DDW Regulations, SWRCB Regulations, the most recent Caltrans Plans and Specifications, and as directed by the Director of Utilities.
- Consultants shall be knowledgeable and familiar with permitting processes for CalTrans, UPRR, Valley Water, DWR, BAAQMD, DDW, RWQCB, SWRCB, USACE, DFW, and other applicable local, State and federal agencies relevant to the development of the projects.
- Provide on-call civil engineering and other project related services on an on-call, as needed basis per individual Work Authorization(s).
- Provide civil engineering design and/or construction management services for repairs, replacements, and improvements of the City's water and sewer infrastructure.
- Provide project and program management services, as needed, to support water and sewer infrastructure repair, replacement, and improvement projects for the City.
- Provide in-house personnel or sub-consultants as needed to fully support the development of projects.
- Provide the full range of engineering services through various project phases as needed to complete projects.
- Review and develop standard plans, specifications, and engineering estimates.
- Assist Utilities in managing the bidding of public construction projects, including, but not limited to: issuing project bid packages; responding to requests for information (RFIs); issuing contract addendums; and drafting staff reports with recommendations for City Council action.
- During construction: make on-site visits; inspect construction; review material submittals, shop drawings, and test results; respond to RFIs; draft change orders; and review pay estimates.
- Provide Hydraulic Modeling services as needed to support projects including, but not limited to: modeling pressure zones, HGLs and flows under various scenarios within existing or proposed systems.
- Provide Hydrology/Hydraulic Design and Studies, including, but not limited to: flood, subsurface, and stormwater runoff drainage; soil stability and infiltration; erosion and

sedimentation control; stormwater detention; and clean water treatments (i.e., green infrastructure).

- Ensure that all materials including, but not limited to, computer information, data and source code, CAD, GIS files, hydraulic modeling files and raw data, sketches, tracings, drawings, plans, documents, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared shall be provided to City upon its request per Exhibit A Specific Provisions, Section IV, E of the Agreement.
- Services may include the provision of staff augmentation for limited terms to support the City's staff resources where project work exceeds in-house staff capacity.
- Any other engineering services necessary to plan, estimate, study, design, bid and construct a project, or to evaluate, analyze or study the existing water or sewer system or proposed improvements scenarios.

On-call Work Authorizations

Upon written request from the City, the Consultant shall advise the City in writing of the proposed scope of services to be provided for each assignment, the proposed not-to-exceed cost for each of the services and the estimated time to perform each of the services. The Consultant shall not proceed to perform any such assignments until the City and Consultant have agreed upon a written detailed scope of work, a detailed cost proposal, a schedule to complete the Scope of work, an estimated period for performance for which the consultant anticipates the work is expected to be performed, and the City has given its written authorization to proceed. The detailed Scope of Work shall clearly break out each identifiable task to be performed and all activities necessary to perform each task. The Scope of Work shall include any assumptions made in preparing the Scope of Work. The detailed cost proposal shall be provided as a spreadsheet identifying each personnel performing each task, the number of hours associated with said personnel, the hourly rate for said personnel, any overhead costs associated with each task, the cost for each of the personnel/overhead and by each task, and a total cost (Not to Exceed). Hourly rates shall conform with those provided in the SOQ. The cost shall be formatted in a not to exceed at cost estimate (number of person-hours multiplied by the current billing rates of the Consultant) for each Scope of Work item to be performed. If the cost proposal, or portions thereof, is acceptable, the City may then determine to issue a work authorization for the proposed Scope of work, or portions thereof, at the City's discretion and signed by the Utilities Director.

Additional Services

The need for additional types of services may be required during the term of the contract. The Consultant shall submit a cost estimate and fee schedule for any additional staff, subconsultants and equipment, which may be directly involved in the work outside of the scope of services above. The cost estimate shall be on time and materials not to exceed basis. If the cost estimate and fees are deemed acceptable to the City, a work authorization may be issued approving the additional services. In no case shall the services, including additional services, awarded in the agreement exceed the annual contract amount.

Compensation for specific projects or tasks shall be on a time and materials basis not to exceed the cost proposal authorized in the written Work Authorization. Work on tasks or projects shall not proceed without written work authorization by the City.

The method of payment shall be in accordance with the agreed upon fee schedule based on hourly rates and unit costs set forth in the Consultant's Fee Schedule. Personnel costs shall be provided as the fully loaded hourly fees, including all overhead and mark-ups, for each team member shall

be provided in the fee schedule. Direct cost shall be provided as the fully loaded unit costs. The fee schedule shall be provided for each year of the contract, and valid for the entire contract term. The fees for each year shall be shown, price escalators shall not exceed 3% per each year of the Contract.

Unless otherwise agreed upon by the City, payment is to be commensurate with the work completed and may be paid on the basis of work progress. Progress payment requests shall be submitted to the City for review and approval within five (5) business days from the last working day of that month. Payment will occur following receipt of an invoice from the Consultant and approval of the invoice by the City. When approved for payment, payment will occur within thirty (30) days after receipt of an approved invoice.

The total contract amount awarded for the initial three-year term of the contract is in the amount not to exceed \$450,000 combined aggregate between all firms selected for On-Call Engineering Services.

EXHIBIT C

MILESTONE SCHEDULE

All services within this agreement will be conducted on an on-call basis whenever services are requested through writtern authorization by the CITY.

EXHIBIT D
PAYMENT SCHEDULE

See Attached Fee Schedule

FEE SCHEDULE

Provost & Pritchard Consulting Group is providing the attached fee schedules for prime consultant and subconsultant services for the City of Gilroy On-Call Utilities Engineering Services, Project No. 26-RFQ-UT-334.

The attached schedules include Provost & Pritchard's 2026 Standard Fee Schedule, BSK Associates' fee schedule for geotechnical, pavement, and materials testing services, and ECORP Consulting, Inc.'s 2026–2030 fee schedule for cultural resources, air quality/GHG, BAAQMD compliance, health risk, and paleontological resources support.

Rates for future contract years will be subject to the applicable annual adjustment provisions shown in the attached schedules and will not exceed the maximum annual escalation permitted by the RFQ.

2026 STANDARD FEE SCHEDULE

The rates outlined herein are effective for the period January 1, 2026 through December 31, 2026. Such rates will be adjusted annually on January 1 of each subsequent year. Such adjustment shall be mutually agreed upon by the Client and Consultant and shall be reflective of then current market conditions.

STAFF TYPE	FEE RANGE
ENGINEERING	
Assistant Engineer	\$128.00 – \$156.00
Associate Engineer	\$149.00 – \$180.00
Senior Engineer	\$188.00 – \$225.00
Principal Engineer	\$235.00 – \$295.00
Associate Structural Engineer	\$148.00 – \$178.00
Senior Structural Engineer	\$187.00 – \$225.00
Principal Structural Engineer	\$235.00 – \$275.00
Assistant Electrical, I&C Engineer	\$134.00 – \$162.00
Associate Electrical, I&C Engineer	\$170.00 – \$200.00
Senior Electrical, I&C Engineer	\$210.00 – \$250.00
Principal Electrical, I&C Engineer	\$260.00 – \$300.00
SPECIALISTS	
Assistant Specialist	\$107.00 – \$127.00
Associate Specialist	\$133.00 – \$163.00
Senior Specialist	\$170.00 – \$208.00
Principal Specialist	\$218.00 – \$278.00
Assistant Biologist	\$108.00 – \$123.00
Associate Biologist	\$128.00 – \$155.00
Senior Biologist	\$162.00 – \$184.00
Principal Biologist	\$192.00 – \$232.00
Assistant Geologist/Hydrogeologist	\$117.00 – \$142.00
Associate Geologist/Hydrogeologist	\$148.00 – \$172.00
Senior Geologist/Hydrogeologist	\$182.00 – \$212.00
Principal Geologist/Hydrogeologist	\$222.00 – \$262.00
Principal Tunneling Consultant	\$258.00 – \$288.00
PLANNING	
Assistant Planner	\$110.00 – \$130.00
Associate Planner	\$137.00 – \$158.00
Senior Planner	\$165.00 – \$193.00
Principal Planner	\$201.00 – \$231.00

STAFF TYPE	FEE RANGE
TECHNICAL	
Assistant Technician	\$96.00 – \$113.00
Associate Technician	\$120.00 – \$144.00
Senior Technician	\$150.00 – \$178.00
CONSTRUCTION SERVICES	
Associate Construction Manager	\$146.00 – \$166.00
Senior Construction Manager	\$173.00 – \$197.00
Principal Construction Manager	\$207.00 – \$237.00
Construction Inspector ⁽¹⁾	\$183.00 – \$228.00
Construction Inspector OT ⁽¹⁾	\$233.00 – \$278.00
Construction Inspector Dbl OT ⁽¹⁾	\$260.00 – \$305.00
SUPPORT	
Administrative Assistant	\$86.00 – \$106.00
Project Administrator	\$100.00 – \$126.00
Senior Project Administrator	\$134.00 – \$216.00
Intern	\$76.00 – \$91.00
SURVEYING SERVICES	
Assistant Surveyor	\$122.00 – \$153.00
Licensed Surveyor	\$173.00 – \$213.00
1-Man Survey Crew	\$215.00
1-Man Survey Crew ⁽¹⁾	\$255.00
1-Man Survey Crew OT ⁽¹⁾	\$280.00
2-Man Survey Crew	\$335.00
2-Man Survey Crew ⁽¹⁾	\$360.00
2-Man Survey Crew OT ⁽¹⁾	\$380.00

(Field work not including survey equipment billed at individual standard rate plus vehicle as appropriate.)

(1) Prevailing wage rates shown for San Joaquin, Stanislaus, Merced, Madera, Fresno, Tulare, Kings, and Kern counties; other counties as quoted.

Additional Fees

Expert Witness/GIS Training:
As quoted.

Travel Time (for greater than one (1) hour from employee's base office):
\$95/hour (unless the individual's rate is less)

Project Costs

Mileage: IRS value + 15%

Outside Consultants: Cost + 15%

Direct Costs: Cost + 15%

BSK Associates - Schedule of Fees - July 1, 2025 to June 30, 2026

PERSONNEL RATES

Escalation: The prices noted below are subject to an increase of 5% annually, effective July 1 of each year following the initiation of a services agreement.

PROFESSIONAL STAFF

Litigation support	1.5x standard rate
Deposition / Trial	2.0x standard rate

TECHNICAL STAFF - FIELD AND LABORATORY (NON-PREVAILING WAGE)

BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES

Field Work from 0 to 4 hours	Bill 4 hours
Field Work from 4 to 8 hours	Bill 8 hours
Field Work over 8 hours / Saturdays	Bill time and a half
Sundays, holidays and over 12 hours	Bill double time
Night Shift (Shift commencing after 2pm / before 4am)	Base Rate x 12.5%
Show-up time (no work performed)	Bill 2 hours
Sampling or cylinder pickup, minimum charge	Bill 2 hours

NORTHERN CA PREVAILING WAGE LABOR RATES

BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES

Field Work from 0 to 4 hours	Bill 4 hours
Field Work from 4 to 8 hours	Bill 8 hours
Field Work over 8 hours / Saturdays	Bill time and a half
Sundays, holidays and over 12 hours	Bill double time
Night Shift (Shift commencing after 2pm / before 4am)	Base Rate x 12.5%
Show-up time (no work performed)	Bill 2 hours
Sampling or cylinder pickup, minimum charge	Bill 2 hours

SOUTHERN CA PREVAILING WAGE LABOR RATES

BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES

Field Work from 0 to 4 hours	Bill 4 hours
Field Work from 4 to 8 hours	Bill 8 hours
Field Work over 8 hours / Saturdays	Bill time and a half
Sundays, holidays and over 12 hours	Bill double time
Premium Shift (Weekday work before 6am / after 5pm)	Bill time and a half
Show-up time (no work performed)	Bill 2 hours
Sampling or cylinder pickup, minimum charge	Bill 2 hours

REIMBURSABLES

Project Administration Fees	7% of Invoice	DIR Administration Fees	3% of Invoice
Mileage - 2x4 (Portal to Portal)	\$ 1.00	Certified Payroll / DIR Upload (Monthly)	\$ 300.00
Mileage - 4x4 (Portal to Portal)	\$ 2.00	Non-Performance Certified Payroll / DIR Upload (Monthly)	\$ 100.00
Bridge Toll	Cost + 15%	Subcontractor Mngmnt / Compliance Forms (Monthly)	\$ 100.00
Parking Fees	Cost + 15%	Add. LCP Tracker or Other Compliance Software (Monthly)	\$ 200.00
Per Diem (as required)	Quote / \$250 min.	Additional Special Forms, as required (Monthly)	\$ 150.00
Subconsultant Services	Cost + 15%	Project Setup (Project)	\$ 550.00

BSK Associates - Schedule of Fees - July 1, 2025 to June 30, 2026

SOFTWARE AND EQUIPMENT

Escalation: The prices noted below are subject to an increase of 5% annually, effective July 1 of each year following the initiation of a services agreement.

ANALYSIS SOFTWARE USAGE FEES			
gINT (software)	\$	71.00	Slide (software) \$ 140.00
LPile (software)	\$	71.00	Settle3D (software) \$ 140.00
APile (software)	\$	71.00	Cpet-IT (software) \$ 71.00
SHAFT (software)	\$	71.00	LiqSVs (software) \$ 71.00
GROUP (software)	\$	140.00	ArcGIS (software) \$ 71.00
Cliq (software)	\$	71.00	Surfer (software) \$ 71.00
LiquefyPro (software)	\$	71.00	Seep/W (software) \$ 140.00
LiqIT (software)	\$	71.00	
EQUIPMENT			
Nuclear Gauge (Day)	\$	78.00	10' PVC Blank - 2" (Each) \$ 29.00
Skidmore Wilhelm Calibrator (Day)	\$	78.00	10' PVC Blank - 4" (Each) \$ 68.00
NDT Weld Testing Equipment - UT/MT/PT (Day)	\$	78.00	10' PVC Screen - 2" (Each) \$ 46.00
Proof Load Testing Equipment (Day)	\$	78.00	10' PVC Screen - 4" (Each) \$ 92.00
Torque Wrench (Day)	\$	78.00	5' PVC Blank - 2" (Each) \$ 20.00
GPR Scanning Equipment (Day)	\$	358.00	5' PVC Blank - 4" (Each) \$ 59.00
Rebar Locator/Pachometer (Day)	\$	141.00	5' PVC Screen - 2" (Each) \$ 29.00
Coring Equipment (day)	\$	265.00	5' PVC Screen - 4" (Each) \$ 76.00
Relative Humidity Meter (Day)	\$	78.00	55 Gallon Drum (Each) \$ 138.00
Moisture Emission Test Kit (Each)	\$	53.00	6 "x 5' Steel Monument Cover (Each) \$ 326.00
Wood Moisture Meter (Day)	\$	78.00	Air Indicators (Each) \$ 59.00
Air Meter (Concrete)	\$	78.00	Combustible Gas Indicator (Day) \$ 87.00
Laptop (Day)	\$	83.00	Disposable Bailer (Each) \$ 16.00
Document Scanner (Day)	\$	36.00	HydroPunch Tip (Each) \$ 27.00
Vehicle/Truck Charge (Day)	\$	151.00	Lantec GEM 500 (Day) \$ 285.00
Hand Auger (Day - Environmental)	\$	175.00	
Hand Auger (Day - Geotechnical)	\$	300.00	Locking Cap - 2" (Each) \$ 27.00
Seismograph (Day)	\$	350.00	Locking Cap - 4" (Each) \$ 56.00
Hand-held GPS (Day)	\$	107.00	Silicone Tubing (Foot) \$ 9.00
Slope Inclinator Probe (Each)	\$	551.00	Tedlar Vapor Bags (Each) \$ 34.00
Double Ring Infiltrometer (Day)	\$	600.00	Bottom Cap (Each) \$ 12.00
Drilling Kit - Paint/Stakes/Lath (Each)	\$	38.00	Disposable Purge Pump Tubing (Foot) \$ 2.00
Drilling Supplies (Tubes / Caps)	\$	450.00	Bison Resistivity Meter (Day) \$ 224.00
Sample Sleeve w/ Caps/Teflon 6" (Each)	\$	15.00	Chem Grout Pump (Day) \$ 146.00
Manometer (Day)	\$	272.00	DC Purge Pump (Day) \$ 74.00
Generator	\$	116.00	Development Pump and Controller (Day) \$ 102.00
Power Auger	\$	116.00	Dissolved Oxygen Meter (Day) \$ 88.00
AC Cold Patch (Each)	\$	21.00	Grundfos Converter (Day) \$ 98.00
Bentonite Grout (Bag)	\$	29.00	HydroPunch II (Each) \$ 350.00
Bentonite Medium Chips (Bag)	\$	27.00	Interface Meter (Each) \$ 131.00
Bentonite Pellets (Bucket / Bag)	\$	208.00	Kemmer Sampler (Day) \$ 50.00
Bentonite Powder (Bag)	\$	17.00	ORP Meter (Each) \$ 93.00
Filter Sand (Bag)	\$	16.00	Sample Pump (Day) \$ 140.00
Portland Cement (Bag)	\$	21.00	Scanning Equipment (Day) \$ 141.00
Ready Mix (Bag)	\$	20.00	Water Level Data Logger (Day) \$ 108.00
Padlocks (Each)	\$	29.00	Telescopic Wastewater Sampler (Day) \$ 74.00
pH/EC/Temperature Meter (Day)	\$	83.00	SVE System (Month) \$ 1,544.00
PID/OVA (Day)	\$	166.00	Combustible Gas Meter (Day) \$ 265.00
Steam Cleaner (Day)	\$	153.00	Water Meter (Day) \$ 71.00
Turbidity Kit (Day)	\$	93.00	Flow Monitoring Equipment (Day) \$ 428.00
Water Sample Filters (Each)	\$	30.00	Liquid Proportional Sampling Equipment (Day) \$ 435.00
Well Sounder (Day)	\$	66.00	Gas Detector Pump (Each) \$ 50.00
Well Vault Traffic Rated Box (Each)	\$	153.00	Landfill Gas Chromatograph (Day) \$ 287.00
Bollards (Each)	\$	131.00	Support Truck (Day) \$ 287.00
Air Compressor (Day)	\$	78.00	Sound Level Meter (Each) \$ 45.00
Continuous Core Sampler (Day)	\$	358.00	Water Level Transducers (Each) \$ 17.00
4" Disposable Bailers (Each)	\$	27.00	Multiparameter Env Water Meter (Day) \$ 195.00

BSK Associates - Schedule of Fees - July 1, 2025 to June 30, 2026

MATERIALS LABORATORY TESTS

Escalation: The prices noted below are subject to an increase of 5% annually, effective July 1 of each year following the initiation of a services agreement.
Standard Rate Applies to Normal Testing Schedule. Rush Order Turnaround Time Charged at 1.5 x Standard Unit Rates.

SOILS & AGGREGATES			
Modified or Standard Proctor - 4" or 6" Mold (ASTM / AASHTO)	\$ 353.00	% Crushed Particles / Fractured Particles (CT 205/AASHTO T335)	\$ 229.00
Proctor with Oversize Material (ASTM / AASHTO)	\$ 441.00	% Flat & Elongated (ASTM D4791)	\$ 175.00
Proctor Check Point (All Methods)	\$ 120.00	Minus 200 Wash/Aggregate (ASTM C117)	\$ 116.00
Caltrans Maximum Wet Density (CT 216)	\$ 298.00	Sieve Analysis w/ Wash (ASTM C136 / CT 202 / AASHTO T27)	\$ 237.00
Minus 200 Wash Soil (ASTM D1140)	\$ 116.00	Sieve Analysis - Coarse Only (ASTM C136 / CT 202 / AASHTO T27)	\$ 116.00
Moisture Content of Soils (ASTM D2216)	\$ 49.00	Coarse Specific Gravity / Absorption (ASTM C127/CT 206/AASHTO T85)	\$ 221.00
Plasticity Index (ASTM D4318)	\$ 305.00	Fine Specific Gravity / Absorption (ASTM C128/CT 207/AASHTO T84)	\$ 221.00
Expansion Index of Soils (ASTM D4829)	\$ 327.00	Sand Equivalent (ASTM D2419 / CT 217 / AASHTO T176)	\$ 175.00
Collapse Potential of Soils (ASTM D2435)	\$ 284.00	Durability Index (ASTM D3744 / CT 229 / AASHTO T210)	\$ 348.00
Organic Impurities (ASTM C40 / CT 213)	\$ 116.00	Abrasion by LA Rattler, Large Size (ASTM C535)	\$ 397.00
Tube Density & Moisture Content of Soil (ASTM D2216, D2937)	\$ 60.00	Abrasion by LA Rattler, Small Size (ASTM C131/CT 211/AASHTO T96)	\$ 327.00
Visual Classification (ASTM D2488)	\$ 60.00	Cleaness Value of Aggregate (CT 227)	\$ 250.00
Hydrometer (ASTM D422 / CT 203)	\$ 331.00	Aggregate Wt pcf Compacted (ASTM C 29)	\$ 123.00
Double Hydrometer (ASTM D4221)	\$ 435.00	Gradation-Rip Rap - Per Sieve (D5519-Method A)	\$ 313.00
Fina Agg. Angularity / Uncompacted Voids (CT 234 / AASHTO T304)	\$ 154.00	Sodium Sulfate Soundness-Min. Charge (ASTM C88/CT 214/AASHTO T104)	\$ 485.00
Sand Density Calibration (ASTM D1566)	\$ 243.00	Sodium Sulfate Soundness-Per Sieve (ASTM C88/CT 214/AASHTO T104)	\$ 154.00
Minimum Resistivity of Soils (CT 643)	\$ 195.00	R-Value of Soils (CT 301)	\$ 497.00
Consolidation (ASTM D2435) w/ 2 Time Rates	\$ 581.00	Soil Cement Compression - Set of 3 (ASTM D1633)	\$ 331.00
Consolidation (ASTM D2435) w/ No Time Rates	\$ 386.00	CIR / FDR Compressive Strength Testing - Set	\$ 331.00
Unconfined Compressive Strength, Soil (ASTM D2166)	\$ 154.00	CIR / FDR Sample Preparation / Compaction - Set	\$ 303.00
Remolded Consolidation (ASTM D2435)	\$ 491.00	CBR (ASTM D1883/AASHTO T-180)	\$ 1,379.00
Minimum Index Density Soils (ASTM D4254)	\$ 96.00	Preparation/Compacting of Soil Stabilization Samples (Lime/Cement) Set of 3	\$ 520.00
Direct Shear Remolded (ASTM D3080)	\$ 364.00	Soluble Sulfate Chloride & Sulfide	\$ 181.00
Direct Shear (ASTM D3080)	\$ 305.00	pH Sulfate & Chloride	\$ 91.00
Remolded Direct Shear (ASTM D3080)	\$ 364.00	% Lumps/Friable Particles (ASTM C142)	\$ 112.00
Remolded Flexwall Perm (ASTM D5084)	\$ 776.00	% Organics in Soil (ASTM D2974)	\$ 190.00
HOT MIX ASPHALT			
JMF Mix Design, Superpave / Caltrans	\$ 12,430.00	Bitumen Content - Ignition (ASTM D6307 / CT 382 / AASHTO T308)	\$ 311.00
JMF Verification - HMA - Superpave / Caltrans / BMD	\$ 7,203.00	Oil Content Correction Factor (ASTM D6307 / CT 382 / AASHTO T308)	\$ 723.00
JMF Production Startup - Superpave / Caltrans / BMD	\$ 6,701.00	Gradation from Extraction (ASTM D5444 / AASHTO T30)	\$ 300.00
RAP Material Testing - Additional Fee	\$ 872.00	Bulk Specific Gravity - Each (CT308 / AASHTO T275 / ASTM D2726)	\$ 88.00
Rubberized RHMA Material - Additional Fee	\$ 2,011.00	Max Specific Gravity - Rice Method (ASTM D2041 / CT 309 / AASHTO T209)	\$ 348.00
JMF Mix Design, HVEEM	\$ 4,300.00	Volumetric Calculations (VMA, VFA, DP, AV, Eff. Calcs)	\$ 74.00
JMF Mix Design, Marshall	\$ 5,101.00	Moisture Content of Asphalt (CT 370 / AASHTO T329)	\$ 91.00
Open Graded Asphalt Optimum Bitumen Content (CT 368)	\$ 3,070.00	Film Stripping	\$ 123.00
Gyratory Compaction - Set of 3 (AASHTO T312)	\$ 464.00	Compaction/Preparation of HMA Briquette (CT 304)	\$ 305.00
Hamburg Wheel Track (AASHTO T324 / CT 389)	\$ 2,756.00	Stabilometer Value - Set of 3 (CT 366)	\$ 386.00
Tensile Strength Ratio (CT 371 / AASHTO T283)	\$ 1,521.00	Lab Mixed TSR - Moisture Induced Damage (AASHTO T283 / CT 371)	\$ 2,040.00
Marshall Maximum Density - Set of 3 (ASTM D6926)	\$ 405.00	Calculated AC Maximum Density (CT 367)	\$ 138.00
Marshall Stability & Flow - Set of 3 (ASTM D6927)	\$ 348.00	Thickness Determination of AC Cores	\$ 29.00
Draindown Characteristics of HMA (ASTM D6390 / AASHTO T305)	\$ 350.00	Indirect Tensile Strength of Compacted HMA (ASTM D6931)	\$ 350.00
Cracking Index Test (Ideal-CT) (ASTM D8225)	\$ 450.00	Ideal Rut Test (Ideal-RT / Ideal-HT) (ASTM D8360)	\$ 450.00
		Aggregate Correction Factor (ASTM D6307 / CT 382 / AASHTO T308)	\$ 650.00
CONCRETE & MASONRY			
Compression Test Concrete - Per Cylinder (ASTM C39)	\$ 39.00	Flexural Test per Beam (ASTM C78 / CT 523)	\$ 124.00
Compression Test Concrete - Set of 4/5 (ASTM C39)	\$ 189.00	Linear Shrinkage - Set of 3 (ASTM C157)	\$ 551.00
Compression Test of Core (ASTM C42)	\$ 84.00	Unit Weight Lt Wt Concrete	\$ 78.00
Compressive Strength of Shotcrete Panel	\$ 441.00	Splitting Tensile Strength of Concrete (ASTM C496)	\$ 166.00
Compression Test Composite CMU Prism (1)	\$ 229.00	Compressive Strength CMU Block (ASTM C140)	\$ 265.00
Compression Test Grout (Set of 4)	\$ 167.00	Comp. Strength, SG, & Abs. of CMU - Per Block (ASTM C140)	\$ 305.00
Compression Test Mortar (Set of 3)	\$ 152.00	Masonry Linear Shrinkage (ASTM C426)	\$ 559.00
Compression Test Cellular Concrete / CLSM (Set of 5)	\$ 230.00	Masonry Core Shear Test (Title 24)	\$ 260.00
METALS & FIREPROOFING			
Tensile & Bend of Rebar #3-11	\$ 205.00	Brinell Hardness of Steel (ASTM E10)	\$ 138.00
Slip and Tensile Rebar Couplers (CT 670)	\$ 298.00	Rockwell Hardness of Steel (ASTM E18)	\$ 138.00
Bolt Proof & Ultimate Load - Each	\$ 125.00	Face Bend of Steel Coupon	\$ 84.00
Bolt Hardness - Set of 3	\$ 236.00	Root Bend of Weld Coupon	\$ 84.00
Nut Proof Load - Set of 3	\$ 236.00	Side Bend of Weld Coupon	\$ 84.00
Nut Hardness - Set of 3	\$ 236.00	Tensile Test of Steel Coupon	\$ 116.00
Washer Hardness - Set of 3	\$ 236.00	Bend Test of Steel Coupon	\$ 100.00
Dry Density Fireproofing (ASTM E605)	\$ 131.00	Adhesion / Cohesion Fireproofing Materials	\$ 175.00

6. FEE SCHEDULE FOR PROFESSIONAL SERVICES

ECORP Consulting, Inc. – 2026-2030 Rates*

Proposed Category	Rates 2026	Rates 2027	Rates 2028	Rates 2029	Rates 2030
Principal V	440	453	467	481	495
Principal IV	370	381	393	404	416
Principal III	315	324	334	344	354
Principal II	270	278	286	295	304
Principal I	250	258	265	273	281
Professional XI	270	278	286	295	304
Professional X	245	252	260	268	276
Professional IX	225	232	239	246	253
Professional VIII	210	216	223	229	236
Professional VII	195	201	207	213	219
Professional VI	185	191	196	202	208
Professional V	175	180	186	191	197
Professional IV	160	165	170	175	180
Professional III	145	149	154	158	163
Professional II	135	139	143	148	152
Professional I	125	129	133	137	141
Technician IV	120	124	127	131	135
Technician III	115	118	122	126	130
Technician II	105	108	111	115	118
Technician I	95	98	101	104	107
Project Admin III	135	139	143	148	152
Project Admin II	115	118	122	126	130
Project Admin I	105	108	111	115	118

*Technical and Professional classifications include biologists, regulatory permitting specialists, archaeologists, architectural historians, paleontologists, air quality/greenhouse gas specialists, noise specialists, planners, CEQA/NEPA specialists, GIS specialists, UAS pilots, and other technical professionals.

Expense Reimbursement/Other:

1. Computers, facsimile, and telephone are included in the billing rates, and there is no additional charge.
2. Reproduction, equipment and other direct expenses are reimbursed at cost plus a 14% administrative handling charge (excluding mileage).
3. Hourly rates for subconsultants (if any) will be billed at the hourly rate indicated, plus a 12% administrative handling charge.
4. Mileage will be billed at the current IRS rate, adjusted annually.
5. Per Diem, depending upon location, may be charged where overnight stays are required.

6. Expert Witness Testimony, including Depositions, is billed at time and a half.
7. Non-standard invoicing will be billed at the hourly rates for support personnel.
8. Hourly rates will escalate at a rate of 3% per annum.

EXHIBIT E

INSURANCE [Professional Services]

CONTRACTOR shall procure and maintain for the duration of the Agreement, and for additional time if required below, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees, including any subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to

the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37).

Primary Coverage

For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 12 19 in regards to CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

CONTRACTOR may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. The policies shall be provided on a true "following form" coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to CITY.

Waiver of Subrogation

CONTRACTOR hereby grants to CITY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by CITY. CITY may require CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CITY.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of work pursuant thereto.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date,

CONTRACTOR must purchase “extended reporting” coverage for a minimum of *five (5)* years after completion of work.

Verification of Coverage

CONTRACTOR shall furnish CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All required documents are to be received and approved by CITY before work commences. However, failure to obtain the documents prior to the work beginning shall not waive CONTRACTOR’s obligation to provide them. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements, at any time.

Subcontractors

CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that CITY is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies for any construction-related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of five (5) years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

Special Risks or Circumstances

CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

AGREEMENT FOR SERVICES

[Professional Services]

This Agreement for Services (the “Agreement”) is entered into as of October 1, 2026 (the “Effective Date”), by and between the City of Gilroy (“CITY”), a municipal corporation duly organized and existing under the laws of the State of California, and Schaaf & Wheeler Consulting Civil Engineers (“CONTRACTOR”).

ARTICLE 1. TERM OF AGREEMENT

The term of this Agreement shall commence on the Effective Date and continue in effect through September 30, 2029, with the option for two, one-year extensions (“End Date”), unless sooner terminated in accordance with the provisions of **Article 8**. Should no Effective Date be specified above, then the Effective Date of this Agreement shall be the date this Agreement is executed by the authorized CITY representative. The term of this Agreement may be extended by amendment in accordance with **Article 9.A**. It is intended that termination of this Agreement be contemporaneous with the final acceptance of all services described in **Exhibit B** by the Gilroy City Administrator or designee.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

Both parties understand and agree that CONTRACTOR, and any person working for or under the direction of CONTRACTOR, is an independent contractor and not an employee, agent, joint venturer, or partner of CITY. Nothing in this Agreement shall be construed as creating an employer-employee relationship between CITY and CONTRACTOR or any employee or agent of CONTRACTOR. CONTRACTOR is not an employee for state or federal tax purposes. CONTRACTOR shall not be entitled to any of the rights or benefits afforded to CITY’s employees, including, without limitation, disability or unemployment insurance, workers’ compensation, medical insurance, sick leave, retirement benefits, or any other employment benefits. CONTRACTOR retains the right to perform services for others during the term of this Agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

A. Specific Services

CONTRACTOR shall perform the services (the “Services”) in accordance with **Exhibit A** (“Specific Provisions”) and as outlined in **Exhibit B** (“Scope of Services”) within the time periods described in **Exhibit C** (“Milestone Schedule”) in accordance with the requirements of this Agreement.

B. Method of Performing Services

CONTRACTOR will determine the method, details, and means of performing the above-described Services. CITY has no right to control the manner or determine the method of accomplishing CONTRACTOR’s Services. CONTRACTOR will supply all tools and instrumentalities required to perform the Services under this Agreement at its sole cost and expense. CONTRACTOR is not required to purchase or rent any tools, equipment or services from CITY.

C. Employment of Workers

CONTRACTOR may, at the CONTRACTOR's own expense, employ such workers as CONTRACTOR deems necessary to perform the Services required of CONTRACTOR by this Agreement, subject to the limitations on assignment and subcontracting contained in **Article 5.E**, below. CITY may not control, direct, or supervise CONTRACTOR's workers in the performance of those Services. CONTRACTOR assumes full and sole responsibility for the payment of all compensation and expenses of these workers and for all State and Federal income tax, unemployment insurance, Social Security, disability insurance, and other applicable withholding. As an independent contractor, CONTRACTOR shall indemnify, defend, and hold CITY, its officers, officials, representatives, agents, employees, and volunteers harmless, pursuant to **Article 5.D** from and against any and all third-party claims arising from allegations that an employee-employer relationship exists between CITY and an employee or subcontractor of CONTRACTOR or of any of its subcontractors.

ARTICLE 4. COMPENSATION

A. Consideration

In consideration for the Services to be performed by CONTRACTOR, CITY shall pay CONTRACTOR the amounts set forth in **Exhibit D** ("Payment Schedule"). Such compensation shall be without right to any additional compensation of any kind or type whatsoever, including, without limitation, in quantum meruit. CONTRACTOR shall not be compensated for, and CITY shall not be obligated to pay for, any Services performed by CONTRACTOR without prior, written authorization from CITY, that exceed the total compensation amount provided herein. In the event of a conflict between the amount set forth in this **Article 4.A** and **Exhibit D** regarding the amount of compensation, this **Article 4.A** shall prevail. In no event shall the total compensation paid to CONTRACTOR for the complete and satisfactory performance of the Services in accordance with this Agreement exceed \$450,000 combined aggregate for three years between all firms selected for On-Call Utilities Engineering Services.

B. Invoices

CONTRACTOR shall submit invoices for all services rendered. CONTRACTOR shall invoice CITY no more than once every thirty (30) days.

C. Payment

Payment will be due according to the payment schedule set forth in **Exhibit D**. No payment will be made unless CONTRACTOR has first provided CITY with a written invoice describing the work performed and any approved direct expenses (as provided for in **Exhibit A, Section III**) incurred during the preceding period. CITY shall have no obligation to pay for any work or direct expenses not invoiced within ninety (90) days of the date such work was performed or such expenses were incurred. Expenses shall not be invoiced until incurred.

If CITY objects to all or any portion of any invoice, CITY will notify CONTRACTOR of the objection within thirty (30) days from receipt of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute. It shall not constitute a breach of this Agreement for CITY not to pay any invoiced amounts to which it has objected prior to resolution of the objection by mutual agreement of both parties hereto.

D. Costs and Expenses Incident to Performance

CONTRACTOR shall be responsible for all costs and expenses incident to the performance of Services for CITY, including, without limitation, all costs of equipment used or provided by CONTRACTOR, all fees, fines, licenses, bonds, or taxes required of or imposed against CONTRACTOR and all other of CONTRACTOR's costs of doing business. CITY shall not be responsible for any expenses incurred by CONTRACTOR in performing Services for CITY, except for those expenses constituting approved "direct expenses" referenced in **Exhibit A, Section III**.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

A. Compliance with Laws

CONTRACTOR shall comply with all applicable Federal, State, and local laws and regulations in fulfilling CONTRACTOR's obligations under this Agreement.

Without limiting the generality of the foregoing, CONTRACTOR shall comply with the provisions of California Labor Code Section 1735, and California Government Code Section 12940, obligating every worker and/or subcontractor under a contract or subcontract to CITY for public works or for goods or services to refrain from discriminatory employment or subcontracting practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any employee, applicant for employment, or any potential subcontractor.

Pursuant to Gilroy City Code Section 1.15, construction, alteration, demolition, repair and maintenance work performed under certain public works contracts is subject to all State laws regarding payment of prevailing wages, including, without limitation, Labor Code Section 1770 et seq. ("State Prevailing Wage Laws"). For construction work that cumulatively exceeds \$25,000 and for alteration, demolition, repair and maintenance work that cumulatively exceeds \$15,000, CONTRACTOR and its subcontractors must comply with State Prevailing Wage Laws.



MC (initial) If the box to the left of this sentence is checked and the line beside it initialed by CITY, CONTRACTOR and its subcontractors must comply with State Prevailing Wage Laws and the provisions set forth in Section G of Exhibit A apply.

INDEMNIFICATION: CONTRACTOR acknowledges and agrees that regardless of whether or not the box above is checked and the line initialed, it is ultimately the responsibility of the CONTRACTOR and all subcontractors to determine for themselves whether any Services provided under this Agreement must comply with State Prevailing Wage Laws. To the fullest

extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless, through counsel approved by CITY (which approval will not be unreasonably withheld), CITY, its officers, officials, representatives, agents, employees, and volunteers, against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities, and expenses, including attorneys' fees, that arise out of, pertain to, or relate to any determination made by CITY, its officers, officials, representatives, agents, employees, and volunteers, whether explicitly or implicitly through any number of actions or representations, related to any classification that a project constitutes a public works project which must comport with State Prevailing Wage Laws.

B. Professional Standard of Care

CONTRACTOR shall perform all Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the County of Santa Clara and the State of California.

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

C. Insurance

CONTRACTOR shall procure and maintain insurance as described in **Exhibit E** for the duration of this Agreement (and any additional time as may be required in **Exhibit E** for particular coverage).

D. Indemnification of Liability, Duty to Defend

CONTRACTOR's indemnification and defense obligations, as provided herein, are in addition to, and are not limited by, the indemnification provision detailed in **Article 5.A** related to the State Prevailing Wage Laws and the insurance obligations provided in **Article 5.C** and **Exhibit E**.

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless, through counsel approved by CITY (which approval will not be unreasonably withheld), CITY, its officers, officials, representatives, agents, employees, and volunteers, against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities, and expenses, including attorneys' fees, that arise out of, pertain to, or relate to the performance of the Services or this Agreement, including all claims relating to the failure to pay wages, or the injury or death of any person or damage to any property, however caused, regardless of any negligence of CITY, excepting only such injury or death of any person, damage to any property, or any other loss, damage, or expense caused by the gross negligence or willful misconduct of CITY, its officers, officials, representatives, agents, employees, or volunteers.

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless, through counsel approved by CITY (which approval will not be unreasonably withheld), CITY, its officers, representatives, agents and employees from and against any and all claims, suits, damages, costs, fees, demands, causes of action, losses, liabilities and expenses, including, without limitation, reasonable attorneys' fees, arising out of any injury, disability, or death of any of CONTRACTOR's employees.

Notwithstanding the foregoing, to the extent that this Agreement is a "construction contract" within the meaning of Civil Code Section 2783, then CONTRACTOR's obligations to defend, indemnify, and hold harmless CITY, its officers, officials, representatives, agents, employees, and volunteers shall not extend to any injury or death of any person, damage to any property, or any other loss, damage, or expense caused by the sole or active negligence or willful misconduct of CITY, its officers, officials, representatives, agents, employees, or volunteers.

Furthermore, to the extent that CONTRACTOR is a "design professional" within the meaning of Civil Code Section 2782.8, CONTRACTOR's duty to indemnify provided above, including CONTRACTOR's duty and cost to defend, shall be limited to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR.

E. Assignment

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

F. State and Federal Taxes

As stated in **Article 2**, CONTRACTOR is not CITY's employee. Thus, CONTRACTOR is responsible for paying all required State and Federal taxes. Without limiting the foregoing, CONTRACTOR acknowledges and agrees that:

- CITY will not withhold FICA (Social Security) from payments to CONTRACTOR;
- CITY will not make State or Federal unemployment insurance contributions on behalf of CONTRACTOR;
- CITY will not withhold State or Federal income tax from payments to CONTRACTOR;
- CITY will not make disability insurance contributions on behalf of CONTRACTOR;
- CITY will not obtain workers' compensation insurance on behalf of CONTRACTOR.

G. Americans with Disabilities Act of 1990

Throughout the term of this Agreement, CONTRACTOR shall comply fully with all applicable provisions of the Americans with Disabilities Act of 1990 (“the Act”) as the same may be amended from time to time. CONTRACTOR shall also require such compliance of all subcontractors performing work under this Agreement, subject to the limitations on assignment and subcontracting contained in **Article 5.E**, above. CONTRACTOR shall defend, indemnify and hold harmless, through counsel approved by CITY (which approval will not be unreasonably withheld), CITY, its officers, officials, representatives, agents, employees, or volunteers, against all suits, claims, demands, damages, costs, causes of action, losses, liabilities, expenses and fees, including, without limitation, reasonable attorneys’ fees, that may arise out of any violations of the Act by CONTRACTOR, its subcontractors, or the officers, employees, agents or representatives of either.

ARTICLE 6. OBLIGATIONS OF CITY

A. Cooperation of City

CITY will respond to all reasonable requests of CONTRACTOR and provide access at reasonable times, following receipt by CITY of reasonable notice, to all documents reasonably necessary to the performance of CONTRACTOR’s duties under this Agreement.

B. Assignment

CITY may assign this Agreement or any duties or obligations thereunder to a successor governmental entity without the consent of CONTRACTOR. Such assignment will not release CONTRACTOR from any of CONTRACTOR’s duties or obligations under this Agreement.

ARTICLE 7. TIME OF COMPLETION

A. Time of the Essence

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

B. Commencement of Services

CONTRACTOR shall commence the Services described in **Exhibit B** on the date specified in the CITY’s “Notice to Proceed,” issued pursuant to **Exhibit A, Section II.A**.

C. Contract Time

CONTRACTOR shall diligently complete its Services within the time provided in **Exhibit C**.

D. Adjustments to Schedule

The term of this Agreement and/or the time periods described in **Exhibit C** may only be extended by amendment to this Agreement executed by CITY and CONTRACTOR in accordance with **Article 9.A**.

ARTICLE 8. TERMINATION OF AGREEMENT

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

CONTRACTOR shall notify CITY of the proposed sale of CONTRACTOR's business no later than thirty (30) days prior to any such sale. CITY will have the option of terminating this Agreement by providing written notice of termination in accordance with **Article 9.J**, within thirty (30) days after receiving such notice of sale.

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

B. Termination by CITY Without Cause

Notwithstanding any other provision of this Agreement, CITY may terminate this Agreement without cause at any time upon giving ten (10) days written notice to CONTRACTOR in accordance with **Article 9.J**. CONTRACTOR shall immediately stop work upon receipt of such notice except as may be necessary to safeguard and protect a project site, and shall be entitled to compensation per this Agreement for work performed prior to work stoppage.

C. Termination by CITY for Material Breach by CONTRACTOR

Should CONTRACTOR breach any provision of this Agreement and such breach be material, CITY may, but is not obligated to, terminate this Agreement by providing written notice to CONTRACTOR in accordance with **Article 9.J**. For the purposes of this section, material breach of this Agreement includes, but is not limited to the following:

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

Notwithstanding the foregoing, if CITY terminates this Agreement due to CONTRACTOR'S material breach of this Agreement, then in addition to any other rights and remedies CITY may have, CONTRACTOR shall reimburse CITY, within ten (10) days after demand, for any and all costs and expenses incurred by CITY in order to complete those tasks constituting the scope of work as described in this Agreement, to the extent such costs and expenses exceed the amounts CITY would have been obligated to pay CONTRACTOR for the performance of those tasks pursuant to this Agreement.

D. Termination by CONTRACTOR for CITY's Failure to Make Agreed-Upon Payments

If CITY fails to pay CONTRACTOR all or any part of the compensation set forth in **Article 4** of this Agreement by the date due, then if and only if such nonpayment constitutes a material breach under this Agreement, CONTRACTOR may, but is not obligated to, terminate this Agreement if

such breach is not remedied by CITY within thirty (30) days after written demand for such payment is given by CONTRACTOR to CITY in accordance with **Article 9.J.**

E. Transition after Termination

Upon termination, CONTRACTOR shall immediately stop work, unless cessation could potentially cause any damage or harm to person or property, in which case CONTRACTOR shall cease such work as soon as it is safe to do so. CONTRACTOR shall incur no further expenses in connection with this Agreement. CONTRACTOR will be entitled to payment only for work satisfactorily completed through the date of the termination notice, as reasonably determined by CITY, provided that such payment shall not exceed the amount set forth in Article 4.A of this Agreement for its Services which have been fully, competently and timely rendered by CONTRACTOR. CONTRACTOR shall within ten days of receipt of notice of termination deliver to CITY all work done toward completion of the Services required hereunder in the format of electronically stored files where available (including, without limitation, documents, spreadsheets, video and images, AUTOCAD or other design files, and the like) and shall act in such a manner as to facilitate the assumption of CONTRACTOR's duties by any new contractor hired by the CITY to complete such Services, including the use of the files required to be delivered hereunder.

ARTICLE 9. GENERAL PROVISIONS

A. Amendment & Modification

No amendment, modification, alteration or change to the terms of this Agreement will be effective unless and until made in a writing signed by both parties hereto.

B. Attorneys' Fees

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

C. Binding on Successors and Assigns

The covenants, terms, conditions and provisions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, and assigns of both parties hereto.

D. Interpretation

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

This Agreement contains the contributions of both parties, each of whom has had the opportunity to consult competent counsel, and it is expressly agreed and understood that the rule stated in Civil Code Section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of this Agreement.

E. Conflict of Interest

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

F. Entire Agreement

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

No other agreements or conversation with any officer, agent or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Such other agreements or conversations shall be considered as unofficial information and are not binding upon CITY.

G. Exhibits Incorporated

All exhibits referred to in this Agreement and attached to it are hereby incorporated by reference. In the event there is a conflict between the terms in the body of this Agreement and any of the terms of any exhibit to this Agreement, the terms in the body of this Agreement shall control.

H. Governing Law and Venue

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

I. No Third Party Beneficiary

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

J. Notices

Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered by U.S. Mail, registered or certified, return receipt requested, postage prepaid, or by overnight delivery service showing receipt of delivery, or by personal delivery, or by facsimile (fax) or email. Notices or demands shall be addressed as follows:

CITY: City of Gilroy
Attn: City Administrator
7351 Rosanna Street
Gilroy, CA 95020
Fax: 408-846-0500

With a copy to: City of Gilroy
Attn: Director, Utilities Department
7351 Rosanna Street
Gilroy, CA 95020
Fax: 408-846-0500

CONTRACTOR: Leif M Coponen, PE
Schaaf & Wheeler Consulting Civil Engineers
4699 Old Ironsides Dr., Ste 350
Santa Clara, CA 95054

or to such other address as either party may from time to time specify in writing to the other party in accordance with this paragraph.

Notices shall be deemed to have been given upon the earlier of actual receipt; or the next business day after delivery to an overnight delivery service; or three (3) days after the deposit in the U.S. mail; or the same day notice is faxed or emailed (if faxed or emailed before 5:00 p.m.), and on the next business day (if faxed or emailed after 5:00 p.m.)

K. Severability

If any provision of this Agreement, including any exhibit hereto, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the court is authorized and instructed to modify this Agreement so that the transactions and agreements contemplated herein are consummated as originally intended to the fullest extent possible.

L. Survival Clause

CONTRACTOR's obligations to defend, indemnify, and hold harmless CITY, and CITY's rights and remedies, as provided in this Agreement, survive the expiration or any termination of this Agreement, including, without limitation, CONTRACTOR's obligations under **Article 5**, and CITY's rights and remedies under **Article 9.B** and **Exhibit A, Section IV.B**.

M. Waiver

Waiver by CITY of any breach, violation of, or failure to perform any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, by CONTRACTOR, or any CITY delay in enforcement of the same, will not be deemed to be a waiver of any other

term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law, by CONTRACTOR.

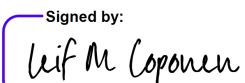
N. Counterparts; Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement and any other documents to be delivered in connection herewith may be electronically signed. Any digital or electronic signatures (including pdf, facsimile or electronically imaged signatures provided by DocuSign or any other digital signature provider) appearing on this Agreement or such other documents shall have the same force and effect as handwritten signatures for the purposes of validity, enforceability and admissibility.

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

CONTRACTOR:

Schaaf & Wheeler Consulting Civil
Engineers

By: 
Name: Leif M Coponen, PE
Title: Project Manager

Social Security or Taxpayer
Identification Number 77-0061375

Approved as to Form

City Attorney

CITY:

CITY OF GILROY

By: _____
Name: Matt Morley
Title: City Administrator

Date: _____

ATTEST:

City Clerk

EXHIBIT A

SPECIFIC PROVISIONS

I. PROJECT MANAGER

CONTRACTOR shall provide the Services as outlined in **Exhibit B**, (“Scope of Services”). To accomplish that end, CONTRACTOR agrees to assign Leif M Coponen, PE, who will act in the capacity of Project Manager, and who will personally direct such Services.

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

II. NOTICE TO PROCEED/COMPLETION OF SERVICE

A. NOTICE TO PROCEED

CONTRACTOR shall commence the Services upon CITY’s delivery of a written “Notice to Proceed,” from the designated CITY contact person(s) to CONTRACTOR. For purposes of this Agreement, Bret Swain will be the designated CITY contact person(s). The Notice to Proceed may be in the form of email, letter or fax authorizing commencement of the Services. The Notice to Proceed shall be given in accordance with **Article 9.J** of this Agreement or may be given by email.

B. COMPLETION OF SERVICES

When CITY determines that CONTRACTOR has completed all of the Services in accordance with the terms of this Agreement, CITY will give CONTRACTOR a written Notice of Final Acceptance. CONTRACTOR may request this Notice of Final Acceptance when, in its opinion, it has completed all of the Services as required by the terms of this Agreement and, if so requested, CITY will make a determination of completion within two (2) weeks of such request, or if CITY determines that CONTRACTOR has not completed all of such Services as required by this Agreement, CITY will so inform CONTRACTOR within this two (2) week period. CITY’s failure to make such a determination of completion within two (2) weeks shall be deemed to constitute CITY’s rejection of the Services subject to CITY’s later issuance of a Notice of Final Acceptance.

III. PAYMENT OF FEES AND DIRECT EXPENSES

Payments will be made to CONTRACTOR as provided for in **Article 4** of this Agreement.

Direct expenses are charges and fees for services not included in **Exhibit B**. CITY will only be obligated to pay for those direct expenses that have been previously approved in writing by CITY. CONTRACTOR must obtain written approval from CITY prior to incurring or billing for direct expenses.

Copies of pertinent financial records, including, without limitation, invoices, must be included with the submission of billing(s) for all direct expenses.

IV. OTHER PROVISIONS

A. STANDARD OF WORKMANSHIP

CONTRACTOR represents and warrants that it has the qualifications, skills, and licenses necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONTRACTOR's representations and warranties regarding its skills, qualifications and licenses.

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

If such deliverables are required under this Agreement, all civil (including structural and geotechnical) engineering plans, calculations, specifications, and reports shall be prepared by, or under the responsible charge of, a licensed civil engineer and will include his or her name and license number. Interim documents will include a notation as to the intended purpose of the document, such as "preliminary" or "for review only." All civil engineering plans and specifications that are permitted or that are to be released for construction will bear the signature and seal of that licensee and the date of signing and sealing or stamping.

B. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

CITY, through its authorized employees, representatives or agents, shall have the right, at any and all reasonable times, to audit the books and records (including, without limitation, invoices, vouchers, canceled checks, time cards, etc.) of CONTRACTOR for the purpose of verifying any and all charges made by CONTRACTOR in connection with this Agreement. CONTRACTOR shall maintain for a minimum period of three (3) years from the date of final payment to CONTRACTOR, or for any longer period required by law, sufficient books and records in accordance with standard California accounting practices to establish the correctness of all charges submitted to CITY by CONTRACTOR, all of which will be made available to CITY at the CITY's offices within five (5) business days after CITY's request.

C. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data (including, without limitation, computer data and source code), drawings, descriptions, documents, discussions or other information developed or received by or for CONTRACTOR and all other written and oral information submitted to CONTRACTOR in connection with the performance of this Agreement shall be held confidential by CONTRACTOR and will not, without the prior written consent of CITY, be used for any purposes other than the performance of the Services, nor be disclosed to an entity not connected with the performance of the such Services. Nothing furnished to

CONTRACTOR which is otherwise known to CONTRACTOR or which becomes generally known to the related industry (other than that which becomes generally known as the result of CONTRACTOR's disclosure thereof) will be deemed confidential. CONTRACTOR shall not use CITY's name or insignia, or distribute publicity pertaining to the Services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of CITY.

D. NO PLEDGING OF CITY'S CREDIT.

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

E. OWNERSHIP OF MATERIAL.

All material including, without limitation, computer information, data and source code, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared (or caused to be prepared) under this Agreement ("Materials") shall be provided to CITY upon its request (whether during or after the term of this Agreement), but CONTRACTOR may retain and use copies thereof subject to **Section IV.C** above. Upon delivery to CITY, any Materials delivered shall become the property of the CITY, but they shall remain the property of CONTRACTOR prior to the delivery thereof.

CONTRACTOR represents and warrants to CITY that none of the Materials infringes any patent, copyright, trademark, trade secret, or any other intellectual property right of any third-party, and any claims arising out of an actual or alleged breach of this representation and warranty shall be subject to CONTRACTOR's obligations pursuant to **Article 5.D**.

Upon delivery to CITY, CITY shall not be limited in any way in its use of the Materials at any time for any work, whether or not associated with the Services rendered under this Agreement. However, CONTRACTOR will not be responsible for, and City will indemnify CONTRACTOR from, damages resulting from the use of the Materials for work other than for the Services, including, without limitation, the release of Materials to third parties for work other than on the Services rendered under this Agreement.

F. FEDERAL OR STATE FUNDING REQUIREMENTS.

- ☐ If the box to the left of this sentence is checked, this Agreement involves Federal or State funding and the requirements of this **Section IV.F**, below, apply.

1. DBE Program

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

2. Cost Principles

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

3. Covenant against Contingent Fees

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

4. Byrd Anti-Lobbying Amendment

If the maximum amount of this Agreement exceeds One Hundred Thousand and No/100 Dollars (\$100,000.00), CONTRACTOR shall comply with the provisions of 31 U.S.C. § 1352.

5. Additional Federal Requirements

If applicable, CONTRACTOR shall comply with the requirements of Title 37, Part 401, Code of Federal Regulations (34 CFR 401), "Rights to Inventions Made by Nonprofit Organizations and Small Businesses Under Government Grants, Contracts and Cooperative Agreements," the Clean Water Act (42 U.S.C. § 7401, et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251, et seq.), and any orders and regulations pursuant thereto. CONTRACTOR has read and understands the provisions of Appendix II, Title 2, Part 200, Code of Federal Regulations (2 CFR 200, Appx. II), "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards," which are incorporated herein by reference as though fully set forth.

G. PREVAILING WAGE REQUIREMENTS.

If this Agreement is subject to the payment of prevailing wages pursuant to **Section A of Article 5**, the following requirements apply:

1. Payment of Prevailing Wages

CONTRACTOR and all subcontractors shall pay workers per diem wages in an amount that is no less than the applicable prevailing wage rate.

2. Prevailing Wage Rates

The prevailing wage rate of per diem wages is available online at the following website: <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. CONTRACTOR and all

subcontractors shall post a copy of the prevailing wage rate of per diem wages at each job site and shall make them available to any interested party upon request.

3. Penalties for Violations

CONTRACTOR and all subcontractors shall comply with Labor Code Section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code Sections 1720 through 1861.

4. Payroll Records

CONTRACTOR and all subcontractors shall comply with Labor Code Section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. CONTRACTOR and all subcontractors shall also furnish records specified in Labor Code Section 1776 directly to the Labor Commissioner in the manner required by Labor Code Section 1771.4.

5. Apprentices

CONTRACTOR and all subcontractors shall comply with Labor Code Sections 1777.5, 1777.6, and 1777.7 concerning the employment and wages of apprentices. CONTRACTOR shall ensure their subcontractors comply with Labor Code Section 1777.5, and CONTRACTOR may be subject to penalties for their subcontractors' non-compliance with Labor Code Section 1777.5 pursuant to the standards enumerated in Labor Code Section 1777.7.

6. Working Hours

CONTRACTOR and all subcontractors shall comply with Labor Code Sections 1810 through 1815, including but not limited to restricting working hours on public works contracts to eight (8) hours a day

7. Contractor and Subcontractor Registration Requirements

CONTRACTOR and all subcontractors shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Business and Professions Code Section 7029.1 or by Public Contract Code Sections 10164 and 20103.5, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the contract is awarded.

8. Compliance Monitoring and Enforcement

This Agreement and the Services provided thereunder are subject to compliance monitoring and enforcement by the Department of Industrial Relations.

EXHIBIT B

SCOPE OF SERVICES

The Scope of Work includes, but is not limited to, the following:

- Consultant shall furnish all technical and professional labor and materials needed to provide requested engineering design services. Any authorized design work shall meet all applicable City's Standard Details and specifications, State Laws such as Title 22, DDW Regulations, SWRCB Regulations, the most recent Caltrans Plans and Specifications, and as directed by the Director of Utilities.
- Consultants shall be knowledgeable and familiar with permitting processes for CalTrans, UPRR, Valley Water, DWR, BAAQMD, DDW, RWQCB, SWRCB, USACE, DFW, and other applicable local, State and federal agencies relevant to the development of the projects.
- Provide on-call civil engineering and other project related services on an on-call, as needed basis per individual Work Authorization(s).
- Provide civil engineering design and/or construction management services for repairs, replacements, and improvements of the City's water and sewer infrastructure.
- Provide project and program management services, as needed, to support water and sewer infrastructure repair, replacement, and improvement projects for the City.
- Provide in-house personnel or sub-consultants as needed to fully support the development of projects.
- Provide the full range of engineering services through various project phases as needed to complete projects.
- Review and develop standard plans, specifications, and engineering estimates.
- Assist Utilities in managing the bidding of public construction projects, including, but not limited to: issuing project bid packages; responding to requests for information (RFIs); issuing contract addendums; and drafting staff reports with recommendations for City Council action.
- During construction: make on-site visits; inspect construction; review material submittals, shop drawings, and test results; respond to RFIs; draft change orders; and review pay estimates.
- Provide Hydraulic Modeling services as needed to support projects including, but not limited to: modeling pressure zones, HGLs and flows under various scenarios within existing or proposed systems.
- Provide Hydrology/Hydraulic Design and Studies, including, but not limited to: flood, subsurface, and stormwater runoff drainage; soil stability and infiltration; erosion and

sedimentation control; stormwater detention; and clean water treatments (i.e., green infrastructure).

- Ensure that all materials including, but not limited to, computer information, data and source code, CAD, GIS files, hydraulic modeling files and raw data, sketches, tracings, drawings, plans, documents, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared shall be provided to City upon its request per Exhibit A Specific Provisions, Section IV, E of the Agreement.
- Services may include the provision of staff augmentation for limited terms to support the City's staff resources where project work exceeds in-house staff capacity.
- Any other engineering services necessary to plan, estimate, study, design, bid and construct a project, or to evaluate, analyze or study the existing water or sewer system or proposed improvements scenarios.

On-call Work Authorizations

Upon written request from the City, the Consultant shall advise the City in writing of the proposed scope of services to be provided for each assignment, the proposed not-to-exceed cost for each of the services and the estimated time to perform each of the services. The Consultant shall not proceed to perform any such assignments until the City and Consultant have agreed upon a written detailed scope of work, a detailed cost proposal, a schedule to complete the Scope of work, an estimated period for performance for which the consultant anticipates the work is expected to be performed, and the City has given its written authorization to proceed. The detailed Scope of Work shall clearly break out each identifiable task to be performed and all activities necessary to perform each task. The Scope of Work shall include any assumptions made in preparing the Scope of Work. The detailed cost proposal shall be provided as a spreadsheet identifying each personnel performing each task, the number of hours associated with said personnel, the hourly rate for said personnel, any overhead costs associated with each task, the cost for each of the personnel/overhead and by each task, and a total cost (Not to Exceed). Hourly rates shall conform with those provided in the SOQ. The cost shall be formatted in a not to exceed at cost estimate (number of person-hours multiplied by the current billing rates of the Consultant) for each Scope of Work item to be performed. If the cost proposal, or portions thereof, is acceptable, the City may then determine to issue a work authorization for the proposed Scope of work, or portions thereof, at the City's discretion and signed by the Utilities Director.

Additional Services

The need for additional types of services may be required during the term of the contract. The Consultant shall submit a cost estimate and fee schedule for any additional staff, subconsultants and equipment, which may be directly involved in the work outside of the scope of services above. The cost estimate shall be on time and materials not to exceed basis. If the cost estimate and fees are deemed acceptable to the City, a work authorization may be issued approving the additional services. In no case shall the services, including additional services, awarded in the agreement exceed the annual contract amount.

Compensation for specific projects or tasks shall be on a time and materials basis not to exceed the cost proposal authorized in the written Work Authorization. Work on tasks or projects shall not proceed without written work authorization by the City.

The method of payment shall be in accordance with the agreed upon fee schedule based on hourly rates and unit costs set forth in the Consultant's Fee Schedule. Personnel costs shall be provided as the fully loaded hourly fees, including all overhead and mark-ups, for each team member shall

be provided in the fee schedule. Direct cost shall be provided as the fully loaded unit costs. The fee schedule shall be provided for each year of the contract, and valid for the entire contract term. The fees for each year shall be shown, price escalators shall not exceed 3% per each year of the Contract.

Unless otherwise agreed upon by the City, payment is to be commensurate with the work completed and may be paid on the basis of work progress. Progress payment requests shall be submitted to the City for review and approval within five (5) business days from the last working day of that month. Payment will occur following receipt of an invoice from the Consultant and approval of the invoice by the City. When approved for payment, payment will occur within thirty (30) days after receipt of an approved invoice.

The total contract amount awarded for the initial three-year term of the contract is in the amount not to exceed \$450,000 combined aggregate between all firms selected for On-Call Engineering Services.

EXHIBIT C

MILESTONE SCHEDULE

All services within this agreement will be conducted on an on-call basis whenever services are requested through writtern authorization by the CITY.

EXHIBIT D
PAYMENT SCHEDULE

See Attached Fee Schedule



Hourly Charge Rate Schedule

Personnel Charges

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project. Rates have an anticipated annual increase of 3% every January 1st. Current hourly rates by classification are listed below:

Classification	2026	2027	2028	2029	2030
Principal Project Manager	\$315	\$325	\$335	\$350	\$365
Senior Project Manager	\$290	\$300	\$310	\$320	\$330
Senior Engineer	\$265	\$275	\$285	\$295	\$305
Associate Engineer	\$230	\$240	\$250	\$260	\$270
Assistant Engineer	\$210	\$220	\$230	\$240	\$250
Junior Engineer	\$195	\$205	\$215	\$225	\$235
Designer	\$185	\$195	\$205	\$215	\$225
GIS Analyst	\$185	\$195	\$205	\$215	\$225
Technician	\$170	\$180	\$190	\$200	\$210
Engineering Trainee	\$145	\$150	\$155	\$160	\$165

Litigation Charges

Court or deposition time as an expert witness is charged at \$500 per hour.

Materials and Services

Subcontractors, special equipment, outside reproduction, data processing, computer services, etc., will be charged at 1.10 times cost.

Effective 1/1/26

EXHIBIT E

INSURANCE [Professional Services]

CONTRACTOR shall procure and maintain for the duration of the Agreement, and for additional time if required below, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees, including any subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to

the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37).

Primary Coverage

For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 12 19 in regards to CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

CONTRACTOR may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. The policies shall be provided on a true "following form" coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to CITY.

Waiver of Subrogation

CONTRACTOR hereby grants to CITY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by CITY. CITY may require CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CITY.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of work pursuant thereto.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date,

CONTRACTOR must purchase “extended reporting” coverage for a minimum of *five (5)* years after completion of work.

Verification of Coverage

CONTRACTOR shall furnish CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All required documents are to be received and approved by CITY before work commences. However, failure to obtain the documents prior to the work beginning shall not waive CONTRACTOR’s obligation to provide them. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements, at any time.

Subcontractors

CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that CITY is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies for any construction-related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of five (5) years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

Special Risks or Circumstances

CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

AGREEMENT FOR SERVICES

[Professional Services]

This Agreement for Services (the “Agreement”) is entered into as of October 1, 2026 (the “Effective Date”), by and between the City of Gilroy (“CITY”), a municipal corporation duly organized and existing under the laws of the State of California, and WHB Engineers (“CONTRACTOR”).

ARTICLE 1. TERM OF AGREEMENT

The term of this Agreement shall commence on the Effective Date and continue in effect through September 30, 2029, with the option for two, one-year extensions (“End Date”), unless sooner terminated in accordance with the provisions of **Article 8**. Should no Effective Date be specified above, then the Effective Date of this Agreement shall be the date this Agreement is executed by the authorized CITY representative. The term of this Agreement may be extended by amendment in accordance with **Article 9.A**. It is intended that termination of this Agreement be contemporaneous with the final acceptance of all services described in **Exhibit B** by the Gilroy City Administrator or designee.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

Both parties understand and agree that CONTRACTOR, and any person working for or under the direction of CONTRACTOR, is an independent contractor and not an employee, agent, joint venturer, or partner of CITY. Nothing in this Agreement shall be construed as creating an employer-employee relationship between CITY and CONTRACTOR or any employee or agent of CONTRACTOR. CONTRACTOR is not an employee for state or federal tax purposes. CONTRACTOR shall not be entitled to any of the rights or benefits afforded to CITY’s employees, including, without limitation, disability or unemployment insurance, workers’ compensation, medical insurance, sick leave, retirement benefits, or any other employment benefits. CONTRACTOR retains the right to perform services for others during the term of this Agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

A. Specific Services

CONTRACTOR shall perform the services (the “Services”) in accordance with **Exhibit A** (“Specific Provisions”) and as outlined in **Exhibit B** (“Scope of Services”) within the time periods described in **Exhibit C** (“Milestone Schedule”) in accordance with the requirements of this Agreement.

B. Method of Performing Services

CONTRACTOR will determine the method, details, and means of performing the above-described Services. CITY has no right to control the manner or determine the method of accomplishing CONTRACTOR’s Services. CONTRACTOR will supply all tools and instrumentalities required to perform the Services under this Agreement at its sole cost and expense. CONTRACTOR is not required to purchase or rent any tools, equipment or services from CITY.

C. Employment of Workers

CONTRACTOR may, at the CONTRACTOR's own expense, employ such workers as CONTRACTOR deems necessary to perform the Services required of CONTRACTOR by this Agreement, subject to the limitations on assignment and subcontracting contained in **Article 5.E**, below. CITY may not control, direct, or supervise CONTRACTOR's workers in the performance of those Services. CONTRACTOR assumes full and sole responsibility for the payment of all compensation and expenses of these workers and for all State and Federal income tax, unemployment insurance, Social Security, disability insurance, and other applicable withholding. As an independent contractor, CONTRACTOR shall indemnify, defend, and hold CITY, its officers, officials, representatives, agents, employees, and volunteers harmless, pursuant to **Article 5.D** from and against any and all third-party claims arising from allegations that an employee-employer relationship exists between CITY and an employee or subcontractor of CONTRACTOR or of any of its subcontractors.

ARTICLE 4. COMPENSATION

A. Consideration

In consideration for the Services to be performed by CONTRACTOR, CITY shall pay CONTRACTOR the amounts set forth in **Exhibit D** ("Payment Schedule"). Such compensation shall be without right to any additional compensation of any kind or type whatsoever, including, without limitation, in quantum meruit. CONTRACTOR shall not be compensated for, and CITY shall not be obligated to pay for, any Services performed by CONTRACTOR without prior, written authorization from CITY, that exceed the total compensation amount provided herein. In the event of a conflict between the amount set forth in this **Article 4.A** and **Exhibit D** regarding the amount of compensation, this **Article 4.A** shall prevail. In no event shall the total compensation paid to CONTRACTOR for the complete and satisfactory performance of the Services in accordance with this Agreement exceed \$450,000 combined aggregate for three years between all firms selected for On-Call Utilities Engineering Services.

B. Invoices

CONTRACTOR shall submit invoices for all services rendered. CONTRACTOR shall invoice CITY no more than once every thirty (30) days.

C. Payment

Payment will be due according to the payment schedule set forth in **Exhibit D**. No payment will be made unless CONTRACTOR has first provided CITY with a written invoice describing the work performed and any approved direct expenses (as provided for in **Exhibit A, Section III**) incurred during the preceding period. CITY shall have no obligation to pay for any work or direct expenses not invoiced within ninety (90) days of the date such work was performed or such expenses were incurred. Expenses shall not be invoiced until incurred.

If CITY objects to all or any portion of any invoice, CITY will notify CONTRACTOR of the objection within thirty (30) days from receipt of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute. It shall not constitute a breach of this Agreement for CITY not to pay any invoiced amounts to which it has objected prior to resolution of the objection by mutual agreement of both parties hereto.

D. Costs and Expenses Incident to Performance

CONTRACTOR shall be responsible for all costs and expenses incident to the performance of Services for CITY, including, without limitation, all costs of equipment used or provided by CONTRACTOR, all fees, fines, licenses, bonds, or taxes required of or imposed against CONTRACTOR and all other of CONTRACTOR's costs of doing business. CITY shall not be responsible for any expenses incurred by CONTRACTOR in performing Services for CITY, except for those expenses constituting approved "direct expenses" referenced in **Exhibit A, Section III**.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

A. Compliance with Laws

CONTRACTOR shall comply with all applicable Federal, State, and local laws and regulations in fulfilling CONTRACTOR's obligations under this Agreement.

Without limiting the generality of the foregoing, CONTRACTOR shall comply with the provisions of California Labor Code Section 1735, and California Government Code Section 12940, obligating every worker and/or subcontractor under a contract or subcontract to CITY for public works or for goods or services to refrain from discriminatory employment or subcontracting practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any employee, applicant for employment, or any potential subcontractor.

Pursuant to Gilroy City Code Section 1.15, construction, alteration, demolition, repair and maintenance work performed under certain public works contracts is subject to all State laws regarding payment of prevailing wages, including, without limitation, Labor Code Section 1770 et seq. ("State Prevailing Wage Laws"). For construction work that cumulatively exceeds \$25,000 and for alteration, demolition, repair and maintenance work that cumulatively exceeds \$15,000, CONTRACTOR and its subcontractors must comply with State Prevailing Wage Laws.



BSD

(initial) If the box to the left of this sentence is checked and the line beside it initialed by CITY, CONTRACTOR and its subcontractors must comply with State Prevailing Wage Laws and the provisions set forth in Section G of Exhibit A apply.

INDEMNIFICATION: CONTRACTOR acknowledges and agrees that regardless of whether or not the box above is checked and the line initialed, it is ultimately the responsibility of the CONTRACTOR and all subcontractors to determine for themselves whether any Services provided under this Agreement must comply with State Prevailing Wage Laws. To the fullest

extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless, through counsel approved by CITY (which approval will not be unreasonably withheld), CITY, its officers, officials, representatives, agents, employees, and volunteers, against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities, and expenses, including attorneys' fees, that arise out of, pertain to, or relate to any determination made by CITY, its officers, officials, representatives, agents, employees, and volunteers, whether explicitly or implicitly through any number of actions or representations, related to any classification that a project constitutes a public works project which must comport with State Prevailing Wage Laws.

B. Professional Standard of Care

CONTRACTOR shall perform all Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the County of Santa Clara and the State of California.

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

C. Insurance

CONTRACTOR shall procure and maintain insurance as described in **Exhibit E** for the duration of this Agreement (and any additional time as may be required in **Exhibit E** for particular coverage).

D. Indemnification of Liability, Duty to Defend

CONTRACTOR's indemnification and defense obligations, as provided herein, are in addition to, and are not limited by, the indemnification provision detailed in **Article 5.A** related to the State Prevailing Wage Laws and the insurance obligations provided in **Article 5.C** and **Exhibit E**.

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless, through counsel approved by CITY (which approval will not be unreasonably withheld), CITY, its officers, officials, representatives, agents, employees, and volunteers, against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities, and expenses, including attorneys' fees, that arise out of, pertain to, or relate to the performance of the Services or this Agreement, including all claims relating to the failure to pay wages, or the injury or death of any person or damage to any property, however caused, regardless of any negligence of CITY, excepting only such injury or death of any person, damage to any property, or any other loss, damage, or expense caused by the gross negligence or willful misconduct of CITY, its officers, officials, representatives, agents, employees, or volunteers.

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless, through counsel approved by CITY (which approval will not be unreasonably withheld), CITY, its officers, representatives, agents and employees from and against any and all claims, suits, damages, costs, fees, demands, causes of action, losses, liabilities and expenses, including, without limitation, reasonable attorneys' fees, arising out of any injury, disability, or death of any of CONTRACTOR's employees.

Notwithstanding the foregoing, to the extent that this Agreement is a "construction contract" within the meaning of Civil Code Section 2783, then CONTRACTOR's obligations to defend, indemnify, and hold harmless CITY, its officers, officials, representatives, agents, employees, and volunteers shall not extend to any injury or death of any person, damage to any property, or any other loss, damage, or expense caused by the sole or active negligence or willful misconduct of CITY, its officers, officials, representatives, agents, employees, or volunteers.

Furthermore, to the extent that CONTRACTOR is a "design professional" within the meaning of Civil Code Section 2782.8, CONTRACTOR's duty to indemnify provided above, including CONTRACTOR's duty and cost to defend, shall be limited to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR.

E. Assignment

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

F. State and Federal Taxes

As stated in **Article 2**, CONTRACTOR is not CITY's employee. Thus, CONTRACTOR is responsible for paying all required State and Federal taxes. Without limiting the foregoing, CONTRACTOR acknowledges and agrees that:

- CITY will not withhold FICA (Social Security) from payments to CONTRACTOR;
- CITY will not make State or Federal unemployment insurance contributions on behalf of CONTRACTOR;
- CITY will not withhold State or Federal income tax from payments to CONTRACTOR;
- CITY will not make disability insurance contributions on behalf of CONTRACTOR;
- CITY will not obtain workers' compensation insurance on behalf of CONTRACTOR.

G. Americans with Disabilities Act of 1990

Throughout the term of this Agreement, CONTRACTOR shall comply fully with all applicable provisions of the Americans with Disabilities Act of 1990 (“the Act”) as the same may be amended from time to time. CONTRACTOR shall also require such compliance of all subcontractors performing work under this Agreement, subject to the limitations on assignment and subcontracting contained in **Article 5.E**, above. CONTRACTOR shall defend, indemnify and hold harmless, through counsel approved by CITY (which approval will not be unreasonably withheld), CITY, its officers, officials, representatives, agents, employees, or volunteers, against all suits, claims, demands, damages, costs, causes of action, losses, liabilities, expenses and fees, including, without limitation, reasonable attorneys’ fees, that may arise out of any violations of the Act by CONTRACTOR, its subcontractors, or the officers, employees, agents or representatives of either.

ARTICLE 6. OBLIGATIONS OF CITY

A. Cooperation of City

CITY will respond to all reasonable requests of CONTRACTOR and provide access at reasonable times, following receipt by CITY of reasonable notice, to all documents reasonably necessary to the performance of CONTRACTOR’s duties under this Agreement.

B. Assignment

CITY may assign this Agreement or any duties or obligations thereunder to a successor governmental entity without the consent of CONTRACTOR. Such assignment will not release CONTRACTOR from any of CONTRACTOR’s duties or obligations under this Agreement.

ARTICLE 7. TIME OF COMPLETION

A. Time of the Essence

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

B. Commencement of Services

CONTRACTOR shall commence the Services described in **Exhibit B** on the date specified in the CITY’s “Notice to Proceed,” issued pursuant to **Exhibit A, Section II.A**.

C. Contract Time

CONTRACTOR shall diligently complete its Services within the time provided in **Exhibit C**.

D. Adjustments to Schedule

The term of this Agreement and/or the time periods described in **Exhibit C** may only be extended by amendment to this Agreement executed by CITY and CONTRACTOR in accordance with **Article 9.A**.

ARTICLE 8. TERMINATION OF AGREEMENT

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

CONTRACTOR shall notify CITY of the proposed sale of CONTRACTOR's business no later than thirty (30) days prior to any such sale. CITY will have the option of terminating this Agreement by providing written notice of termination in accordance with **Article 9.J**, within thirty (30) days after receiving such notice of sale.

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

B. Termination by CITY Without Cause

Notwithstanding any other provision of this Agreement, CITY may terminate this Agreement without cause at any time upon giving ten (10) days written notice to CONTRACTOR in accordance with **Article 9.J**. CONTRACTOR shall immediately stop work upon receipt of such notice except as may be necessary to safeguard and protect a project site, and shall be entitled to compensation per this Agreement for work performed prior to work stoppage.

C. Termination by CITY for Material Breach by CONTRACTOR

Should CONTRACTOR breach any provision of this Agreement and such breach be material, CITY may, but is not obligated to, terminate this Agreement by providing written notice to CONTRACTOR in accordance with **Article 9.J**. For the purposes of this section, material breach of this Agreement includes, but is not limited to the following:

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

Notwithstanding the foregoing, if CITY terminates this Agreement due to CONTRACTOR'S material breach of this Agreement, then in addition to any other rights and remedies CITY may have, CONTRACTOR shall reimburse CITY, within ten (10) days after demand, for any and all costs and expenses incurred by CITY in order to complete those tasks constituting the scope of work as described in this Agreement, to the extent such costs and expenses exceed the amounts CITY would have been obligated to pay CONTRACTOR for the performance of those tasks pursuant to this Agreement.

D. Termination by CONTRACTOR for CITY's Failure to Make Agreed-Upon Payments

If CITY fails to pay CONTRACTOR all or any part of the compensation set forth in **Article 4** of this Agreement by the date due, then if and only if such nonpayment constitutes a material breach under this Agreement, CONTRACTOR may, but is not obligated to, terminate this Agreement if

such breach is not remedied by CITY within thirty (30) days after written demand for such payment is given by CONTRACTOR to CITY in accordance with **Article 9.J.**

E. Transition after Termination

Upon termination, CONTRACTOR shall immediately stop work, unless cessation could potentially cause any damage or harm to person or property, in which case CONTRACTOR shall cease such work as soon as it is safe to do so. CONTRACTOR shall incur no further expenses in connection with this Agreement. CONTRACTOR will be entitled to payment only for work satisfactorily completed through the date of the termination notice, as reasonably determined by CITY, provided that such payment shall not exceed the amount set forth in Article 4.A of this Agreement for its Services which have been fully, competently and timely rendered by CONTRACTOR. CONTRACTOR shall within ten days of receipt of notice of termination deliver to CITY all work done toward completion of the Services required hereunder in the format of electronically stored files where available (including, without limitation, documents, spreadsheets, video and images, AUTOCAD or other design files, and the like) and shall act in such a manner as to facilitate the assumption of CONTRACTOR's duties by any new contractor hired by the CITY to complete such Services, including the use of the files required to be delivered hereunder.

ARTICLE 9. GENERAL PROVISIONS

A. Amendment & Modification

No amendment, modification, alteration or change to the terms of this Agreement will be effective unless and until made in a writing signed by both parties hereto.

B. Attorneys' Fees

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

C. Binding on Successors and Assigns

The covenants, terms, conditions and provisions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, and assigns of both parties hereto.

D. Interpretation

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

This Agreement contains the contributions of both parties, each of whom has had the opportunity to consult competent counsel, and it is expressly agreed and understood that the rule stated in Civil Code Section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of this Agreement.

E. Conflict of Interest

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

F. Entire Agreement

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

No other agreements or conversation with any officer, agent or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Such other agreements or conversations shall be considered as unofficial information and are not binding upon CITY.

G. Exhibits Incorporated

All exhibits referred to in this Agreement and attached to it are hereby incorporated by reference. In the event there is a conflict between the terms in the body of this Agreement and any of the terms of any exhibit to this Agreement, the terms in the body of this Agreement shall control.

H. Governing Law and Venue

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

I. No Third Party Beneficiary

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

J. Notices

Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered by U.S. Mail, registered or certified, return receipt requested, postage prepaid, or by overnight delivery service showing receipt of delivery, or by personal delivery, or by facsimile (fax) or email. Notices or demands shall be addressed as follows:

CITY: City of Gilroy
Attn: City Administrator
7351 Rosanna Street
Gilroy, CA 95020
Fax: 408-846-0500

With a copy to: City of Gilroy
Attn: Director, Utilities Department
7351 Rosanna Street
Gilroy, CA 95020
Fax: 408-846-0500

CONTRACTOR: Brandon S. Davis, PE
WHB Engineers
3130 La Selva Street, Suite 100
San Mateo CA 94403

or to such other address as either party may from time to time specify in writing to the other party in accordance with this paragraph.

Notices shall be deemed to have been given upon the earlier of actual receipt; or the next business day after delivery to an overnight delivery service; or three (3) days after the deposit in the U.S. mail; or the same day notice is faxed or emailed (if faxed or emailed before 5:00 p.m.), and on the next business day (if faxed or emailed after 5:00 p.m.)

K. Severability

If any provision of this Agreement, including any exhibit hereto, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the court is authorized and instructed to modify this Agreement so that the transactions and agreements contemplated herein are consummated as originally intended to the fullest extent possible.

L. Survival Clause

CONTRACTOR's obligations to defend, indemnify, and hold harmless CITY, and CITY's rights and remedies, as provided in this Agreement, survive the expiration or any termination of this Agreement, including, without limitation, CONTRACTOR's obligations under **Article 5**, and CITY's rights and remedies under **Article 9.B** and **Exhibit A, Section IV.B**.

M. Waiver

Waiver by CITY of any breach, violation of, or failure to perform any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, by CONTRACTOR, or any CITY delay in enforcement of the same, will not be deemed to be a waiver of any other

term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law, by CONTRACTOR.

N. Counterparts; Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement and any other documents to be delivered in connection herewith may be electronically signed. Any digital or electronic signatures (including pdf, facsimile or electronically imaged signatures provided by DocuSign or any other digital signature provider) appearing on this Agreement or such other documents shall have the same force and effect as handwritten signatures for the purposes of validity, enforceability and admissibility.

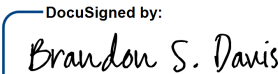
Executed at Gilroy, California, on the date and year written below.

CONTRACTOR:

CITY:

WHB Engineers

CITY OF GILROY

By: 
 Name: Brandon S. Davis, PE
 Title: President and Senior Principal Engineer

By: _____
 Name: Matt Morley
 Title: City Administrator

Social Security or Taxpayer
 Identification Number 94-1354599

Date: _____

Approved as to Form

ATTEST:

 City Attorney

 City Clerk

EXHIBIT A

SPECIFIC PROVISIONS

I. PROJECT MANAGER

CONTRACTOR shall provide the Services as outlined in **Exhibit B**, (“Scope of Services”). To accomplish that end, CONTRACTOR agrees to assign John Mukhar, PE, who will act in the capacity of Project Manager, and who will personally direct such Services.

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

II. NOTICE TO PROCEED/COMPLETION OF SERVICE

A. NOTICE TO PROCEED

CONTRACTOR shall commence the Services upon CITY’s delivery of a written “Notice to Proceed,” from the designated CITY contact person(s) to CONTRACTOR. For purposes of this Agreement, Bret Swain will be the designated CITY contact person(s). The Notice to Proceed may be in the form of email, letter or fax authorizing commencement of the Services. The Notice to Proceed shall be given in accordance with **Article 9.J** of this Agreement or may be given by email.

B. COMPLETION OF SERVICES

When CITY determines that CONTRACTOR has completed all of the Services in accordance with the terms of this Agreement, CITY will give CONTRACTOR a written Notice of Final Acceptance. CONTRACTOR may request this Notice of Final Acceptance when, in its opinion, it has completed all of the Services as required by the terms of this Agreement and, if so requested, CITY will make a determination of completion within two (2) weeks of such request, or if CITY determines that CONTRACTOR has not completed all of such Services as required by this Agreement, CITY will so inform CONTRACTOR within this two (2) week period. CITY’s failure to make such a determination of completion within two (2) weeks shall be deemed to constitute CITY’s rejection of the Services subject to CITY’s later issuance of a Notice of Final Acceptance.

III. PAYMENT OF FEES AND DIRECT EXPENSES

Payments will be made to CONTRACTOR as provided for in **Article 4** of this Agreement.

Direct expenses are charges and fees for services not included in **Exhibit B**. CITY will only be obligated to pay for those direct expenses that have been previously approved in writing by CITY. CONTRACTOR must obtain written approval from CITY prior to incurring or billing for direct expenses.

Copies of pertinent financial records, including, without limitation, invoices, must be included with the submission of billing(s) for all direct expenses.

IV. OTHER PROVISIONS

A. STANDARD OF WORKMANSHIP

CONTRACTOR represents and warrants that it has the qualifications, skills, and licenses necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONTRACTOR's representations and warranties regarding its skills, qualifications and licenses.

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

If such deliverables are required under this Agreement, all civil (including structural and geotechnical) engineering plans, calculations, specifications, and reports shall be prepared by, or under the responsible charge of, a licensed civil engineer and will include his or her name and license number. Interim documents will include a notation as to the intended purpose of the document, such as "preliminary" or "for review only." All civil engineering plans and specifications that are permitted or that are to be released for construction will bear the signature and seal of that licensee and the date of signing and sealing or stamping.

B. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

CITY, through its authorized employees, representatives or agents, shall have the right, at any and all reasonable times, to audit the books and records (including, without limitation, invoices, vouchers, canceled checks, time cards, etc.) of CONTRACTOR for the purpose of verifying any and all charges made by CONTRACTOR in connection with this Agreement. CONTRACTOR shall maintain for a minimum period of three (3) years from the date of final payment to CONTRACTOR, or for any longer period required by law, sufficient books and records in accordance with standard California accounting practices to establish the correctness of all charges submitted to CITY by CONTRACTOR, all of which will be made available to CITY at the CITY's offices within five (5) business days after CITY's request.

C. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data (including, without limitation, computer data and source code), drawings, descriptions, documents, discussions or other information developed or received by or for CONTRACTOR and all other written and oral information submitted to CONTRACTOR in connection with the performance of this Agreement shall be held confidential by CONTRACTOR and will not, without the prior written consent of CITY, be used for any purposes other than the performance of the Services, nor be disclosed to an entity not connected with the performance of the such Services. Nothing furnished to

CONTRACTOR which is otherwise known to CONTRACTOR or which becomes generally known to the related industry (other than that which becomes generally known as the result of CONTRACTOR's disclosure thereof) will be deemed confidential. CONTRACTOR shall not use CITY's name or insignia, or distribute publicity pertaining to the Services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of CITY.

D. NO PLEDGING OF CITY'S CREDIT.

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

E. OWNERSHIP OF MATERIAL.

All material including, without limitation, computer information, data and source code, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared (or caused to be prepared) under this Agreement ("Materials") shall be provided to CITY upon its request (whether during or after the term of this Agreement), but CONTRACTOR may retain and use copies thereof subject to **Section IV.C** above. Upon delivery to CITY, any Materials delivered shall become the property of the CITY, but they shall remain the property of CONTRACTOR prior to the delivery thereof.

CONTRACTOR represents and warrants to CITY that none of the Materials infringes any patent, copyright, trademark, trade secret, or any other intellectual property right of any third-party, and any claims arising out of an actual or alleged breach of this representation and warranty shall be subject to CONTRACTOR's obligations pursuant to **Article 5.D**.

Upon delivery to CITY, CITY shall not be limited in any way in its use of the Materials at any time for any work, whether or not associated with the Services rendered under this Agreement. However, CONTRACTOR will not be responsible for, and City will indemnify CONTRACTOR from, damages resulting from the use of the Materials for work other than for the Services, including, without limitation, the release of Materials to third parties for work other than on the Services rendered under this Agreement.

F. FEDERAL OR STATE FUNDING REQUIREMENTS.

- ☐ If the box to the left of this sentence is checked, this Agreement involves Federal or State funding and the requirements of this **Section IV.F**, below, apply.

1. DBE Program

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

2. Cost Principles

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

3. Covenant against Contingent Fees

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

4. Byrd Anti-Lobbying Amendment

If the maximum amount of this Agreement exceeds One Hundred Thousand and No/100 Dollars (\$100,000.00), CONTRACTOR shall comply with the provisions of 31 U.S.C. § 1352.

5. Additional Federal Requirements

If applicable, CONTRACTOR shall comply with the requirements of Title 37, Part 401, Code of Federal Regulations (34 CFR 401), "Rights to Inventions Made by Nonprofit Organizations and Small Businesses Under Government Grants, Contracts and Cooperative Agreements," the Clean Water Act (42 U.S.C. § 7401, et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251, et seq.), and any orders and regulations pursuant thereto. CONTRACTOR has read and understands the provisions of Appendix II, Title 2, Part 200, Code of Federal Regulations (2 CFR 200, Appx. II), "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards," which are incorporated herein by reference as though fully set forth.

G. PREVAILING WAGE REQUIREMENTS.

If this Agreement is subject to the payment of prevailing wages pursuant to **Section A of Article 5**, the following requirements apply:

1. Payment of Prevailing Wages

CONTRACTOR and all subcontractors shall pay workers per diem wages in an amount that is no less than the applicable prevailing wage rate.

2. Prevailing Wage Rates

The prevailing wage rate of per diem wages is available online at the following website: <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. CONTRACTOR and all

subcontractors shall post a copy of the prevailing wage rate of per diem wages at each job site and shall make them available to any interested party upon request.

3. Penalties for Violations

CONTRACTOR and all subcontractors shall comply with Labor Code Section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code Sections 1720 through 1861.

4. Payroll Records

CONTRACTOR and all subcontractors shall comply with Labor Code Section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. CONTRACTOR and all subcontractors shall also furnish records specified in Labor Code Section 1776 directly to the Labor Commissioner in the manner required by Labor Code Section 1771.4.

5. Apprentices

CONTRACTOR and all subcontractors shall comply with Labor Code Sections 1777.5, 1777.6, and 1777.7 concerning the employment and wages of apprentices. CONTRACTOR shall ensure their subcontractors comply with Labor Code Section 1777.5, and CONTRACTOR may be subject to penalties for their subcontractors' non-compliance with Labor Code Section 1777.5 pursuant to the standards enumerated in Labor Code Section 1777.7.

6. Working Hours

CONTRACTOR and all subcontractors shall comply with Labor Code Sections 1810 through 1815, including but not limited to restricting working hours on public works contracts to eight (8) hours a day

7. Contractor and Subcontractor Registration Requirements

CONTRACTOR and all subcontractors shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Business and Professions Code Section 7029.1 or by Public Contract Code Sections 10164 and 20103.5, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the contract is awarded.

8. Compliance Monitoring and Enforcement

This Agreement and the Services provided thereunder are subject to compliance monitoring and enforcement by the Department of Industrial Relations.

EXHIBIT B

SCOPE OF SERVICES

The Scope of Work includes, but is not limited to, the following:

- Consultant shall furnish all technical and professional labor and materials needed to provide requested engineering design services. Any authorized design work shall meet all applicable City's Standard Details and specifications, State Laws such as Title 22, DDW Regulations, SWRCB Regulations, the most recent Caltrans Plans and Specifications, and as directed by the Director of Utilities.
- Consultants shall be knowledgeable and familiar with permitting processes for CalTrans, UPRR, Valley Water, DWR, BAAQMD, DDW, RWQCB, SWRCB, USACE, DFW, and other applicable local, State and federal agencies relevant to the development of the projects.
- Provide on-call civil engineering and other project related services on an on-call, as needed basis per individual Work Authorization(s).
- Provide civil engineering design and/or construction management services for repairs, replacements, and improvements of the City's water and sewer infrastructure.
- Provide project and program management services, as needed, to support water and sewer infrastructure repair, replacement, and improvement projects for the City.
- Provide in-house personnel or sub-consultants as needed to fully support the development of projects.
- Provide the full range of engineering services through various project phases as needed to complete projects.
- Review and develop standard plans, specifications, and engineering estimates.
- Assist Utilities in managing the bidding of public construction projects, including, but not limited to: issuing project bid packages; responding to requests for information (RFIs); issuing contract addendums; and drafting staff reports with recommendations for City Council action.
- During construction: make on-site visits; inspect construction; review material submittals, shop drawings, and test results; respond to RFIs; draft change orders; and review pay estimates.
- Provide Hydraulic Modeling services as needed to support projects including, but not limited to: modeling pressure zones, HGLs and flows under various scenarios within existing or proposed systems.
- Provide Hydrology/Hydraulic Design and Studies, including, but not limited to: flood, subsurface, and stormwater runoff drainage; soil stability and infiltration; erosion and

sedimentation control; stormwater detention; and clean water treatments (i.e., green infrastructure).

- Ensure that all materials including, but not limited to, computer information, data and source code, CAD, GIS files, hydraulic modeling files and raw data, sketches, tracings, drawings, plans, documents, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared shall be provided to City upon its request per Exhibit A Specific Provisions, Section IV, E of the Agreement.
- Services may include the provision of staff augmentation for limited terms to support the City's staff resources where project work exceeds in-house staff capacity.
- Any other engineering services necessary to plan, estimate, study, design, bid and construct a project, or to evaluate, analyze or study the existing water or sewer system or proposed improvements scenarios.

On-call Work Authorizations

Upon written request from the City, the Consultant shall advise the City in writing of the proposed scope of services to be provided for each assignment, the proposed not-to-exceed cost for each of the services and the estimated time to perform each of the services. The Consultant shall not proceed to perform any such assignments until the City and Consultant have agreed upon a written detailed scope of work, a detailed cost proposal, a schedule to complete the Scope of work, an estimated period for performance for which the consultant anticipates the work is expected to be performed, and the City has given its written authorization to proceed. The detailed Scope of Work shall clearly break out each identifiable task to be performed and all activities necessary to perform each task. The Scope of Work shall include any assumptions made in preparing the Scope of Work. The detailed cost proposal shall be provided as a spreadsheet identifying each personnel performing each task, the number of hours associated with said personnel, the hourly rate for said personnel, any overhead costs associated with each task, the cost for each of the personnel/overhead and by each task, and a total cost (Not to Exceed). Hourly rates shall conform with those provided in the SOQ. The cost shall be formatted in a not to exceed at cost estimate (number of person-hours multiplied by the current billing rates of the Consultant) for each Scope of Work item to be performed. If the cost proposal, or portions thereof, is acceptable, the City may then determine to issue a work authorization for the proposed Scope of work, or portions thereof, at the City's discretion and signed by the Utilities Director.

Additional Services

The need for additional types of services may be required during the term of the contract. The Consultant shall submit a cost estimate and fee schedule for any additional staff, subconsultants and equipment, which may be directly involved in the work outside of the scope of services above. The cost estimate shall be on time and materials not to exceed basis. If the cost estimate and fees are deemed acceptable to the City, a work authorization may be issued approving the additional services. In no case shall the services, including additional services, awarded in the agreement exceed the annual contract amount.

Compensation for specific projects or tasks shall be on a time and materials basis not to exceed the cost proposal authorized in the written Work Authorization. Work on tasks or projects shall not proceed without written work authorization by the City.

The method of payment shall be in accordance with the agreed upon fee schedule based on hourly rates and unit costs set forth in the Consultant's Fee Schedule. Personnel costs shall be provided as the fully loaded hourly fees, including all overhead and mark-ups, for each team member shall

be provided in the fee schedule. Direct cost shall be provided as the fully loaded unit costs. The fee schedule shall be provided for each year of the contract, and valid for the entire contract term. The fees for each year shall be shown, price escalators shall not exceed 3% per each year of the Contract.

Unless otherwise agreed upon by the City, payment is to be commensurate with the work completed and may be paid on the basis of work progress. Progress payment requests shall be submitted to the City for review and approval within five (5) business days from the last working day of that month. Payment will occur following receipt of an invoice from the Consultant and approval of the invoice by the City. When approved for payment, payment will occur within thirty (30) days after receipt of an approved invoice.

The total contract amount awarded for the initial three-year term of the contract is in the amount not to exceed \$450,000 combined aggregate between all firms selected for On-Call Engineering Services.

EXHIBIT C

MILESTONE SCHEDULE

All services within this agreement will be conducted on an on-call basis whenever services are requested through writtern authorization by the CITY.

EXHIBIT D
PAYMENT SCHEDULE

See Attached Fee Schedule



2026 Charge Rate Fee Schedule

The compensation of Wilsey Ham for work done will be on the basis of an hourly charge rate, plus expenses incurred and will be the sum of all the items set forth below:

Personnel Services	Hourly Rates
Senior Principal Engineer/Surveyor	\$ 357
Principal Engineer/Surveyor	\$ 336
Senior Supervising Engineer/Surveyor	\$ 320
Supervising Engineer/Surveyor	\$ 305
Managing Engineer/Surveyor	\$ 286
Project Engineer IV/Surveyor IV, Senior Engineer/Surveyor	\$ 268
Project Engineer III/Surveyor III	\$ 249
Staff Engineer II/Surveyor II	\$ 226
Staff Engineer I/Surveyor I	\$ 210
Associate Engineer/Surveyor	\$ 194
Assistant Engineer/Surveyor	\$ 184
Senior Designer/Senior Technician	\$ 189
Designer II/Survey Technician II	\$ 178
Designer I/Survey Technician I	\$ 162
CAD Operator II/Drafter II	\$ 168
CAD Operator/Survey Technician/Drafter	\$ 131
2-Person Survey Crew	\$ 398
1-Person Survey Crew	\$ 199
Senior Administrator/Contracts	\$ 168
Administrative Assistant III/Senior Project Coordinator	\$ 136
Administrative Assistant II/Project Coordinator	\$ 110
Administrative Assistant I/Office Support	\$ 94
Supervising Senior Construction Manager	\$ 289
Senior Construction Manager	\$ 241
Construction Manager II	\$ 226
Construction Manager I	\$ 205
Associate Construction Manager	\$ 173
Assistant Construction Manager	\$ 150
Supervising Senior Construction Inspector	\$ 257
Senior Construction Inspector	\$ 241
Construction Inspector	\$ 220
Senior Construction Document Controls Specialist	\$ 157
Construction Document Controls Specialist	\$ 136

Effective through December 31, 2026 and subject to revision annually thereafter.

➤ **Reimbursable Expenses:**

- Travel and subsistence expenses paid to or on behalf of employees on business connected with the project, plus a markup charge of **15%**.
- Seventy cents (\$0.70) per mile, or the current rate allowable set by the Internal Revenue Service for use of company passenger vehicles, and eighteen dollars (**\$18.00**) per hour for use of vehicles carrying field survey equipment and supplies or used for field inspection and supervision.
- Invoice cost of services and expenses charged to Wilsey Ham by outside consultants, professional or technical firms engaged in connection with the project, plus a handling charge of **5%**.



2027 Charge Rate Fee Schedule

The compensation of Wilsey Ham for work done will be on the basis of an hourly charge rate, plus expenses incurred and will be the sum of all the items set forth below:

Personnel Services	Hourly Rates
Senior Principal Engineer/Surveyor	\$ 368
Principal Engineer/Surveyor	\$ 347
Senior Supervising Engineer/Surveyor	\$ 330
Supervising Engineer/Surveyor	\$ 315
Managing Engineer/Surveyor	\$ 295
Project Engineer IV/Surveyor IV, Senior Engineer/Surveyor	\$ 277
Project Engineer III/Surveyor III	\$ 257
Staff Engineer II/Surveyor II	\$ 233
Staff Engineer I/Surveyor I	\$ 217
Associate Engineer/Surveyor	\$ 200
Assistant Engineer/Surveyor	\$ 190
Senior Designer/Senior Technician	\$ 195
Designer II/Survey Technician II	\$ 184
Designer I/Survey Technician I	\$ 167
CAD Operator II/Drafter II	\$ 174
CAD Operator/Survey Technician/Drafter	\$ 135
2-Person Survey Crew	\$ 410
1-Person Survey Crew	\$ 205
Senior Administrator/Contracts	\$ 174
Administrative Assistant III/Senior Project Coordinator	\$ 141
Administrative Assistant II/Project Coordinator	\$ 114
Administrative Assistant I/Office Support	\$ 97
Supervising Senior Construction Manager	\$ 298
Senior Construction Manager	\$ 249
Construction Manager II	\$ 233
Construction Manager I	\$ 212
Associate Construction Manager	\$ 179
Assistant Construction Manager	\$ 155
Supervising Senior Construction Inspector	\$ 265
Senior Construction Inspector	\$ 249
Construction Inspector	\$ 227
Senior Construction Document Controls Specialist	\$ 162
Construction Document Controls Specialist	\$ 141

Effective through December 31, 2027 and subject to revision annually thereafter.

Annual rate of escalation is 3%.

➤ **Reimbursable Expenses:**

- Travel and subsistence expenses paid to or on behalf of employees on business connected with the project, plus a markup charge of **15%**.
- Seventy cents (\$0.70) per mile, or the current rate allowable set by the Internal Revenue Service for use of company passenger vehicles, and eighteen dollars (**\$18.00**) per hour for use of vehicles carrying field survey equipment and supplies or used for field inspection and supervision.
- Invoice cost of services and expenses charged to Wilsey Ham by outside consultants, professional or technical firms engaged in connection with the project, plus a handling charge of **5%**.



2028 Charge Rate Fee Schedule

The compensation of Wilsey Ham for work done will be on the basis of an hourly charge rate, plus expenses incurred and will be the sum of all the items set forth below:

Personnel Services	Hourly Rates
Senior Principal Engineer/Surveyor	\$380
Principal Engineer/Surveyor	\$358
Senior Supervising Engineer/Surveyor	\$340
Supervising Engineer/Surveyor	\$325
Managing Engineer/Surveyor	\$304
Project Engineer IV/Surveyor IV, Senior Engineer/Surveyor	\$286
Project Engineer III/Surveyor III	\$265
Staff Engineer II/Surveyor II	\$240
Staff Engineer I/Surveyor I	\$224
Associate Engineer/Surveyor	\$206
Assistant Engineer/Surveyor	\$196
Senior Designer/Senior Technician	\$201
Designer II/Survey Technician II	\$190
Designer I/Survey Technician I	\$173
CAD Operator II/Drafter II	\$180
CAD Operator/Survey Technician/Drafter	\$140
2-Person Survey Crew	\$423
1-Person Survey Crew	\$212
Senior Administrator/Contracts	\$180
Administrative Assistant III/Senior Project Coordinator	\$146
Administrative Assistant II/Project Coordinator	\$118
Administrative Assistant I/Office Support	\$100
Supervising Senior Construction Manager	\$307
Senior Construction Manager	\$257
Construction Manager II	\$240
Construction Manager I	\$219
Associate Construction Manager	\$185
Assistant Construction Manager	\$160
Supervising Senior Construction Inspector	\$273
Senior Construction Inspector	\$257
Construction Inspector	\$234
Senior Construction Document Controls Specialist	\$167
Construction Document Controls Specialist	\$146

Effective through December 31, 2028 and subject to revision annually thereafter.

Annual rate of escalation is 3%.

➤ **Reimbursable Expenses:**

- Travel and subsistence expenses paid to or on behalf of employees on business connected with the project, plus a markup charge of **15%**.
- Seventy cents (\$0.70) per mile, or the current rate allowable set by the Internal Revenue Service for use of company passenger vehicles, and eighteen dollars (**\$18.00**) per hour for use of vehicles carrying field survey equipment and supplies or used for field inspection and supervision.
- Invoice cost of services and expenses charged to Wilsey Ham by outside consultants, professional or technical firms engaged in connection with the project, plus a handling charge of **5%**.



RATE SCHEDULE

Effective Through:

June 30, 2027

PERSONNEL

Support Staff	Hourly Rate
Administrative	\$119

Technical Staff	Hourly Rate
GIS Technician	\$150
Senior GIS Technician	\$181

Professional Services	Hourly Rate
Engineering Assistant	\$139
Assistant Engineer	\$175
Associate Engineer	\$205
Senior Engineer	\$228
Principal Engineer	\$277
Senior Principal Engineer	\$307

EXPENSES

Category	
Subconsultant / Other Direct Costs	Cost plus 5%

Notes:

1. Software usage costs are included in hourly rates shown.
2. AKEL Billing Rates are subject to an annual increase at the end of the fiscal year, to reflect labor rates and related cost adjustments.

BSK Associates - Schedule of Fees 2026-2030 (Gilroy)

PERSONNEL RATES

Escalation: The rates noted below are subject to an increase of 3% annually effective January 1, 2031 and each year thereafter.

PROFESSIONAL STAFF	2026	2027	2028	2029	2030
Principal	\$ 330.00	\$ 340.00	\$ 350.00	\$ 361.00	\$ 372.00
Senior Professional / Senior Associate	\$ 290.00	\$ 284.00	\$ 293.00	\$ 302.00	\$ 311.00
Project Professional II / Associate II	\$ 272.00	\$ 267.00	\$ 275.00	\$ 283.00	\$ 291.00
Project Professional I / Associate I	\$ 232.00	\$ 228.00	\$ 235.00	\$ 242.00	\$ 249.00
Staff Professional III	\$ 203.00	\$ 199.00	\$ 205.00	\$ 211.00	\$ 217.00
Staff Professional II	\$ 180.00	\$ 176.00	\$ 181.00	\$ 186.00	\$ 192.00
Staff Professional I	\$ 163.00	\$ 160.00	\$ 165.00	\$ 170.00	\$ 175.00
Project Administrator / Project Controls Specialist	\$ 128.00	\$ 126.00	\$ 130.00	\$ 134.00	\$ 138.00
Administrative Assistant / Dispatcher	\$ 116.00	\$ 113.00	\$ 116.00	\$ 119.00	\$ 123.00
Seismic GIS	\$ 255.00	\$ 250.00	\$ 258.00	\$ 266.00	\$ 274.00
GIS Specialist	\$ 221.00	\$ 216.00	\$ 222.00	\$ 229.00	\$ 236.00
Information Specialist II	\$ 208.00	\$ 204.00	\$ 210.00	\$ 216.00	\$ 222.00
Information Specialist I	\$ 185.00	\$ 181.00	\$ 186.00	\$ 192.00	\$ 198.00
CAD	\$ 139.00	\$ 136.00	\$ 140.00	\$ 144.00	\$ 148.00

Litigation support
Deposition / Trial
1.5x standard rate
2.0x standard rate

TECHNICAL STAFF - FIELD AND LABORATORY (NON-PREVAILING WAGE)	2026	2027	2028	2029	2030
Non-Destructive Inspection/Testing	\$ 184.00	\$ 190.00	\$ 196.00	\$ 202.00	\$ 208.00
Special Inspector	\$ 166.00	\$ 171.00	\$ 176.00	\$ 181.00	\$ 186.00
Engineering Technician	\$ 151.00	\$ 156.00	\$ 161.00	\$ 166.00	\$ 171.00
Technician	\$ 146.00	\$ 150.00	\$ 155.00	\$ 160.00	\$ 165.00
Ground Penetrating Radar Scanning Technician	\$ 365.00	\$ 376.00	\$ 387.00	\$ 399.00	\$ 411.00
Core Drilling Technician	\$ 284.00	\$ 293.00	\$ 302.00	\$ 311.00	\$ 320.00
Floor Flatness Testing Technician	\$ 244.00	\$ 251.00	\$ 259.00	\$ 267.00	\$ 275.00
Sample Pickup / Transportation / Delivery	\$ 139.00	\$ 143.00	\$ 147.00	\$ 151.00	\$ 156.00
Laboratory Technician	\$ 134.00	\$ 138.00	\$ 142.00	\$ 146.00	\$ 150.00

BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES

Field Work from 0 to 4 hours
Field Work from 4 to 8 hours
Field Work over 8 hours / Saturdays
Sundays, holidays and over 12 hours
Night Shift (Shift commencing after 2pm / before 4am)
Show-up time (no work performed)
Sampling or cylinder pickup, minimum charge

Bill 4 hours
Bill 8 hours
Bill time and a half
Bill double time
Base Rate x 12.5%
Bill 2 hours
Bill 2 hours

BSK Associates - Schedule of Fees 2026-2030 (Gilroy)

PERSONNEL RATES (CONTINUED)					
NORTHERN CA PREVAILING WAGE LABOR RATES					
	2026	2027	2028	2029	2030
Group 1 - Special Inspector	\$ 215.00	\$ 221.00	\$ 228.00	\$ 235.00	\$ 242.00
Group 2 - Special Inspector	\$ 210.00	\$ 216.00	\$ 222.00	\$ 229.00	\$ 236.00
Group 3 - Engineering Technician	\$ 184.00	\$ 190.00	\$ 196.00	\$ 202.00	\$ 208.00
Group 3 - Geotechnical Professional	\$ 226.00	\$ 233.00	\$ 240.00	\$ 247.00	\$ 254.00
Group 3 - Environmental Professional	\$ 226.00	\$ 233.00	\$ 240.00	\$ 247.00	\$ 254.00
Group 4 - Technician	\$ 163.00	\$ 168.00	\$ 173.00	\$ 178.00	\$ 183.00
<u>BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES</u>					
Field Work from 0 to 4 hours			Bill 4 hours		
Field Work from 4 to 8 hours			Bill 8 hours		
Field Work over 8 hours / Saturdays			Bill time and a half		
Sundays, holidays and over 12 hours			Bill double time		
Night Shift (Shift commencing after 2pm / before 4am)			Base Rate x 12.5%		
Show-up time (no work performed)			Bill 2 hours		
Sampling or cylinder pickup, minimum charge			Bill 2 hours		
REIMBURSABLES					
	2026	2027	2028	2029	2030
Mileage - 2x4 (Portal to Portal)			\$1.00/mile or the IRS rate + 15%, whichever is higher		
Mileage - 4x4 (Portal to Portal)			\$2.00/mile or the IRS rate + 15%, whichever is higher		
Bridge Toll			Cost + 15%		
Parking Fees			Cost + 15%		
Per Diem (as required)			Quote / \$250 min.		
Subconsultant Services			Cost + 15%		
Certified Payroll / DIR Upload (Monthly)	\$ 315.00	\$ 324.00	\$ 334.00	\$ 344.00	\$ 354.00
Non-Performance Certified Payroll / DIR Upload (Monthly)	\$ 105.00	\$ 108.00	\$ 111.00	\$ 114.00	\$ 117.00
Subcontractor Mngmnt / Compliance Forms (Monthly)	\$ 105.00	\$ 108.00	\$ 111.00	\$ 114.00	\$ 117.00
Add. LCP Tracker or Other Compliance Software (Monthly)	\$ 210.00	\$ 216.00	\$ 222.00	\$ 229.00	\$ 236.00
Additional Special Forms, as required (Monthly)	\$ 158.00	\$ 163.00	\$ 168.00	\$ 173.00	\$ 178.00
Project Setup (Project)	\$ 578.00	\$ 595.00	\$ 613.00	\$ 631.00	\$ 650.00



BSK Associates - Schedule of Fees 2026-2030 (Gilroy)

SOFTWARE AND EQUIPMENT							
ANALYSIS SOFTWARE USAGE FEES		2026	2027	2028	2029	2030	
gINT (software)	\$	75.00	\$ 77.00	\$ 79.00	\$ 81.00	\$ 83.00	
LPile (software)	\$	75.00	\$ 77.00	\$ 79.00	\$ 81.00	\$ 83.00	
APile (software)	\$	75.00	\$ 77.00	\$ 79.00	\$ 81.00	\$ 83.00	
SHAFT (software)	\$	75.00	\$ 77.00	\$ 79.00	\$ 81.00	\$ 83.00	
GROUP (software)	\$	147.00	\$ 151.00	\$ 156.00	\$ 161.00	\$ 166.00	
Cliq (software)	\$	75.00	\$ 77.00	\$ 79.00	\$ 81.00	\$ 83.00	
LiquefyPro (software)	\$	75.00	\$ 77.00	\$ 79.00	\$ 81.00	\$ 83.00	
LiqIT (software)	\$	75.00	\$ 77.00	\$ 79.00	\$ 81.00	\$ 83.00	
Slide (software)	\$	147.00	\$ 151.00	\$ 156.00	\$ 161.00	\$ 166.00	
Settle3D (software)	\$	147.00	\$ 151.00	\$ 156.00	\$ 161.00	\$ 166.00	
Cpet-IT (software)	\$	75.00	\$ 77.00	\$ 79.00	\$ 81.00	\$ 83.00	
LiqSVs (software)	\$	75.00	\$ 77.00	\$ 79.00	\$ 81.00	\$ 83.00	
ArcGIS (software)	\$	75.00	\$ 77.00	\$ 79.00	\$ 81.00	\$ 83.00	
Surfer (software)	\$	75.00	\$ 77.00	\$ 79.00	\$ 81.00	\$ 83.00	
Seep/W (software)	\$	147.00	\$ 151.00	\$ 156.00	\$ 161.00	\$ 166.00	
EQUIPMENT							
Nuclear Gauge (Day)	\$	82.00	\$ 80.00	\$ 82.00	\$ 84.00	\$ 87.00	
Skidmore Wilhelm Calibrator (Day)	\$	82.00	\$ 80.00	\$ 82.00	\$ 84.00	\$ 87.00	
NDT Weld Testing Equipment - UT/MT/PT (Day)	\$	82.00	\$ 80.00	\$ 82.00	\$ 84.00	\$ 87.00	
Proof Load Testing Equipment (Day)	\$	82.00	\$ 80.00	\$ 82.00	\$ 84.00	\$ 87.00	
Torque Wrench (Day)	\$	82.00	\$ 80.00	\$ 82.00	\$ 84.00	\$ 87.00	
GPR Scanning Equipment (Day)	\$	376.00	\$ 369.00	\$ 380.00	\$ 391.00	\$ 403.00	
Rebar Locator/Pachometer (Day)	\$	148.00	\$ 145.00	\$ 149.00	\$ 153.00	\$ 158.00	
Coring Equipment (day)	\$	278.00	\$ 273.00	\$ 281.00	\$ 289.00	\$ 298.00	
Relative Humidity Meter (Day)	\$	82.00	\$ 80.00	\$ 82.00	\$ 84.00	\$ 87.00	
Moisture Emission Test Kit (Each)	\$	56.00	\$ 55.00	\$ 57.00	\$ 59.00	\$ 61.00	
Wood Moisture Meter (Day)	\$	82.00	\$ 80.00	\$ 82.00	\$ 84.00	\$ 87.00	
Air Meter (Concrete)	\$	87.00	\$ 85.00	\$ 88.00	\$ 91.00	\$ 94.00	
Laptop (Day)	\$	38.00	\$ 37.00	\$ 38.00	\$ 39.00	\$ 40.00	
Document Scanner (Day)	\$	159.00	\$ 156.00	\$ 161.00	\$ 166.00	\$ 171.00	
Vehicle/Truck Charge (Day)	\$	184.00	\$ 180.00	\$ 185.00	\$ 191.00	\$ 197.00	
Hand Auger (Day - Environmental)	\$	315.00	\$ 309.00	\$ 318.00	\$ 328.00	\$ 338.00	
Hand Auger (Day - Geotechnical)	\$	368.00	\$ 361.00	\$ 372.00	\$ 383.00	\$ 394.00	
Seismograph (Day)	\$						



BSK Associates - Schedule of Fees 2026-2030 (Gilroy)

EQUIPMENT (CONTINUED)	SOFTWARE AND EQUIPMENT (CONTINUED)				
	2026	2027	2028	2029	2030
Hand-held GPS (Day)	\$ 112.00	\$ 115.00	\$ 118.00	\$ 122.00	\$ 126.00
Slope Inclinator Probe (Each)	\$ 579.00	\$ 596.00	\$ 614.00	\$ 632.00	\$ 651.00
Double Ring Infiltrometer (Day)	\$ 630.00	\$ 649.00	\$ 668.00	\$ 688.00	\$ 709.00
Drilling Kit - Paint/Stakes/Lath (Each)	\$ 40.00	\$ 41.00	\$ 42.00	\$ 43.00	\$ 44.00
Drilling Supplies (Tubes / Caps)	\$ 473.00	\$ 487.00	\$ 502.00	\$ 517.00	\$ 533.00
Sample Sleeve w/ Caps/Teflon 6" (Each)	\$ 16.00	\$ 16.00	\$ 16.00	\$ 16.00	\$ 16.00
Manometer (Day)	\$ 286.00	\$ 295.00	\$ 304.00	\$ 313.00	\$ 322.00
Generator	\$ 122.00	\$ 126.00	\$ 130.00	\$ 134.00	\$ 138.00
Power Auger	\$ 122.00	\$ 126.00	\$ 130.00	\$ 134.00	\$ 138.00
AC Cold Patch (Each)	\$ 22.00	\$ 23.00	\$ 24.00	\$ 25.00	\$ 26.00
Bentonite Grout (Bag)	\$ 30.00	\$ 31.00	\$ 32.00	\$ 33.00	\$ 34.00
Bentonite Medium Chips (Bag)	\$ 28.00	\$ 29.00	\$ 30.00	\$ 31.00	\$ 32.00
Bentonite Pellets (Bucket / Bag)	\$ 218.00	\$ 225.00	\$ 232.00	\$ 239.00	\$ 246.00
Bentonite Powder (Bag)	\$ 18.00	\$ 19.00	\$ 20.00	\$ 21.00	\$ 22.00
Filter Sand (Bag)	\$ 17.00	\$ 18.00	\$ 19.00	\$ 20.00	\$ 21.00
Portland Cement (Bag)	\$ 22.00	\$ 23.00	\$ 24.00	\$ 25.00	\$ 26.00
Ready Mix (Bag)	\$ 21.00	\$ 22.00	\$ 23.00	\$ 24.00	\$ 25.00
Padlocks (Each)	\$ 30.00	\$ 31.00	\$ 32.00	\$ 33.00	\$ 34.00
pH/EC/Temperature Meter (Day)	\$ 87.00	\$ 90.00	\$ 93.00	\$ 96.00	\$ 99.00
PID/OVA (Day)	\$ 174.00	\$ 179.00	\$ 184.00	\$ 190.00	\$ 196.00
Steam Cleaner (Day)	\$ 161.00	\$ 166.00	\$ 171.00	\$ 176.00	\$ 181.00
Turbidity Kit (Day)	\$ 98.00	\$ 101.00	\$ 104.00	\$ 107.00	\$ 110.00
Water Sample Filters (Each)	\$ 32.00	\$ 33.00	\$ 34.00	\$ 35.00	\$ 36.00
Well Sounder (Day)	\$ 69.00	\$ 71.00	\$ 73.00	\$ 75.00	\$ 77.00
Well Vault Traffic Rated Box (Each)	\$ 161.00	\$ 166.00	\$ 171.00	\$ 176.00	\$ 181.00
Bollards (Each)	\$ 138.00	\$ 142.00	\$ 146.00	\$ 150.00	\$ 155.00
Air Compressor (Day)	\$ 82.00	\$ 84.00	\$ 87.00	\$ 90.00	\$ 93.00
Continuous Core Sampler (Day)	\$ 376.00	\$ 387.00	\$ 399.00	\$ 411.00	\$ 423.00
4" Disposable Bailers (Each)	\$ 28.00	\$ 29.00	\$ 30.00	\$ 31.00	\$ 32.00
10' PVC Blank - 2"(Each)	\$ 30.00	\$ 31.00	\$ 32.00	\$ 33.00	\$ 34.00
10' PVC Blank - 4: (Each)	\$ 71.00	\$ 73.00	\$ 75.00	\$ 77.00	\$ 79.00
10' PVC Screen - 2" (Each)	\$ 48.00	\$ 49.00	\$ 50.00	\$ 52.00	\$ 54.00
10' PVC Screen - 4" (Each)	\$ 97.00	\$ 100.00	\$ 103.00	\$ 106.00	\$ 109.00
5' PVC Blank - 2" (Each)	\$ 21.00	\$ 22.00	\$ 23.00	\$ 24.00	\$ 25.00
5' PVC Blank - 4" (Each)	\$ 62.00	\$ 64.00	\$ 66.00	\$ 68.00	\$ 70.00



BSK Associates - Schedule of Fees 2026-2030 (Gilroy)

EQUIPMENT (CONTINUED)	SOFTWARE AND EQUIPMENT (CONTINUED)				
	2026	2027	2028	2029	2030
5' PVC Screen - 2" (Each)	\$ 30.00	\$ 31.00	\$ 32.00	\$ 33.00	\$ 34.00
5' PVC Screen - 4" (Each)	\$ 80.00	\$ 82.00	\$ 84.00	\$ 87.00	\$ 90.00
55 Gallon Drum (Each)	\$ 145.00	\$ 149.00	\$ 153.00	\$ 158.00	\$ 163.00
6 "x 5' Steel Monument Cover (Each)	\$ 342.00	\$ 352.00	\$ 363.00	\$ 374.00	\$ 385.00
Air Indicators (Each)	\$ 62.00	\$ 64.00	\$ 66.00	\$ 68.00	\$ 70.00
Combustible Gas Indicator (Day)	\$ 91.00	\$ 94.00	\$ 97.00	\$ 100.00	\$ 103.00
Disposable Bailer (Each)	\$ 17.00	\$ 18.00	\$ 19.00	\$ 20.00	\$ 21.00
HydroPunch Tip (Each)	\$ 28.00	\$ 29.00	\$ 30.00	\$ 31.00	\$ 32.00
Lantec GEM 500 (Day)	\$ 299.00	\$ 308.00	\$ 317.00	\$ 327.00	\$ 337.00
Locking Cap - 2" (Each)	\$ 28.00	\$ 29.00	\$ 30.00	\$ 31.00	\$ 32.00
Locking Cap - 4" (Each)	\$ 59.00	\$ 61.00	\$ 63.00	\$ 65.00	\$ 67.00
Silicone Tubing (Foot)	\$ 9.00	\$ 9.00	\$ 9.00	\$ 9.00	\$ 9.00
Tedlar Vapor Bags (Each)	\$ 36.00	\$ 37.00	\$ 38.00	\$ 39.00	\$ 40.00
Bottom Cap (Each)	\$ 13.00	\$ 13.00	\$ 13.00	\$ 13.00	\$ 13.00
Disposable Purge Pump Tubing (Foot)	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
Bison Resistivity Meter (Day)	\$ 235.00	\$ 242.00	\$ 249.00	\$ 256.00	\$ 264.00
Chem Grout Pump (Day)	\$ 153.00	\$ 158.00	\$ 163.00	\$ 168.00	\$ 173.00
DC Purge Pump (Day)	\$ 78.00	\$ 80.00	\$ 82.00	\$ 84.00	\$ 87.00
Development Pump and Controller (Day)	\$ 107.00	\$ 110.00	\$ 113.00	\$ 116.00	\$ 119.00
Dissolved Oxygen Meter (Day)	\$ 92.00	\$ 95.00	\$ 98.00	\$ 101.00	\$ 104.00
Grundfos Converter (Day)	\$ 103.00	\$ 106.00	\$ 109.00	\$ 112.00	\$ 115.00
HydroPunch II (Each)	\$ 368.00	\$ 379.00	\$ 390.00	\$ 402.00	\$ 414.00
Interface Meter (Each)	\$ 138.00	\$ 142.00	\$ 146.00	\$ 150.00	\$ 155.00
Kemmer Sampler (Day)	\$ 53.00	\$ 55.00	\$ 57.00	\$ 59.00	\$ 61.00
ORP Meter (Each)	\$ 98.00	\$ 101.00	\$ 104.00	\$ 107.00	\$ 110.00
Sample Pump (Day)	\$ 147.00	\$ 151.00	\$ 156.00	\$ 161.00	\$ 166.00
Scanning Equipment (Day)	\$ 148.00	\$ 152.00	\$ 157.00	\$ 162.00	\$ 167.00
Water Level Data Logger (Day)	\$ 113.00	\$ 116.00	\$ 119.00	\$ 123.00	\$ 127.00
Telescopic Wastewater Sampler (Day)	\$ 78.00	\$ 80.00	\$ 82.00	\$ 84.00	\$ 87.00
SVE System (Month)	\$ 1,621.00	\$ 1,670.00	\$ 1,720.00	\$ 1,772.00	\$ 1,825.00
Combustible Gas Meter (Day)	\$ 278.00	\$ 286.00	\$ 295.00	\$ 304.00	\$ 313.00
Water Meter (Day)	\$ 75.00	\$ 77.00	\$ 79.00	\$ 81.00	\$ 83.00
Flow Monitoring Equipment (Day)	\$ 449.00	\$ 462.00	\$ 476.00	\$ 490.00	\$ 505.00
Liquid Proportional Sampling Equipment (Day)	\$ 457.00	\$ 471.00	\$ 485.00	\$ 500.00	\$ 515.00
Gas Detector Pump (Each)	\$ 53.00	\$ 55.00	\$ 57.00	\$ 59.00	\$ 61.00



BSK Associates - Schedule of Fees 2026-2030 (Gilroy)

SOFTWARE AND EQUIPMENT (CONTINUED)					
EQUIPMENT (CONTINUED)		2026	2027	2028	2029
Landfill Gas Chromatograph (Day)		\$ 301.00	\$ 310.00	\$ 319.00	\$ 329.00
					\$ 339.00

MATERIALS LABORATORY TESTS					
Standard Rate Applies to Normal Testing Schedule. Rush Order Turnaround Time Charged at 1.5 x Standard Unit Rates.					
SOILS & AGGREGATES		2026	2027	2028	2029
Support Truck (Day)		\$ 301.00	\$ 310.00	\$ 319.00	\$ 329.00
Sound Level Meter (Each)		\$ 47.00	\$ 48.00	\$ 49.00	\$ 50.00
Water Level Transducers (Each)		\$ 18.00	\$ 19.00	\$ 20.00	\$ 21.00
Multiparameter Env Water Meter (Day)		\$ 205.00	\$ 211.00	\$ 217.00	\$ 224.00
Modified or Standard Proctor - 4" or 6" Mold (ASTM / AASHTO)		\$ 371.00	\$ 382.00	\$ 393.00	\$ 405.00
Proctor with Oversize Material (ASTM / AASHTO)		\$ 463.00	\$ 477.00	\$ 491.00	\$ 506.00
Proctor Check Point (All Methods)		\$ 126.00	\$ 130.00	\$ 134.00	\$ 138.00
Caltrans Maximum Wet Density (CT 216)		\$ 313.00	\$ 322.00	\$ 332.00	\$ 342.00
Minus 200 Wash Soil (ASTM D1140)		\$ 122.00	\$ 126.00	\$ 130.00	\$ 134.00
Moisture Content of Soils (ASTM D2216)		\$ 51.00	\$ 53.00	\$ 55.00	\$ 57.00
Plasticity Index (ASTM D4318)		\$ 320.00	\$ 330.00	\$ 340.00	\$ 350.00
Expansion Index of Soils (ASTM D4829)		\$ 343.00	\$ 353.00	\$ 364.00	\$ 375.00
Collapse Potential of Soils (ASTM D2435)		\$ 298.00	\$ 307.00	\$ 316.00	\$ 325.00
Organic Impurities (ASTM C40 / CT 213)		\$ 122.00	\$ 126.00	\$ 130.00	\$ 134.00
Tube Density & Moisture Content of Soil (ASTM D2216, D2937)		\$ 63.00	\$ 65.00	\$ 67.00	\$ 69.00
Visual Classification (ASTM D2488)		\$ 63.00	\$ 65.00	\$ 67.00	\$ 69.00
Hydrometer (ASTM D422 / CT 203)		\$ 348.00	\$ 358.00	\$ 369.00	\$ 380.00
Double Hydrometer (ASTM D4221)		\$ 457.00	\$ 471.00	\$ 485.00	\$ 500.00
Fina Agg. Angularity / Uncompacted Voids (CT 234 / AASHTO T304)		\$ 162.00	\$ 167.00	\$ 172.00	\$ 177.00
Sand Density Calibration (ASTM D1566)		\$ 255.00	\$ 263.00	\$ 271.00	\$ 279.00
Minimum Resistivity of Soils (CT 643)		\$ 205.00	\$ 211.00	\$ 217.00	\$ 224.00
Consolidation (ASTM D2435) w/ 2 Time Rates		\$ 610.00	\$ 628.00	\$ 647.00	\$ 666.00
Consolidation (ASTM D2435) w/ No Time Rates		\$ 405.00	\$ 417.00	\$ 430.00	\$ 443.00
Unconfined Compressive Strength, Soil (ASTM D2166)		\$ 162.00	\$ 167.00	\$ 172.00	\$ 177.00
Remolded Consolidation (ASTM D2435)		\$ 516.00	\$ 531.00	\$ 547.00	\$ 563.00
Minimum Index Density Soils (ASTM D4254)		\$ 101.00	\$ 104.00	\$ 107.00	\$ 110.00
Direct Shear Remolded (ASTM D3080)		\$ 382.00	\$ 393.00	\$ 405.00	\$ 417.00
Direct Shear (ASTM D3080)		\$ 320.00	\$ 330.00	\$ 340.00	\$ 350.00
Remolded Direct Shear (ASTM D3080)		\$ 382.00	\$ 393.00	\$ 405.00	\$ 417.00
Remolded Flexwall Perm (ASTM D5084)		\$ 815.00	\$ 839.00	\$ 864.00	\$ 890.00



BSK Associates - Schedule of Fees 2026-2030 (Gilroy)

MATERIALS LABORATORY TESTS (CONTINUED)

Standard Rate Applies to Normal Testing Schedule. Rush Order Turnaround Time Charged at 1.5 x Standard Unit Rates.

SOILS & AGGREGATES (CONTINUED)		2026	2027	2028	2029	2030					
% Crushed Particles / Fractured Particles (CT 205/AASHTO T335)		\$	240.00	\$	247.00	\$	254.00	\$	262.00	\$	270.00
% Flat & Elongated (ASTM D4791)		\$	184.00	\$	190.00	\$	196.00	\$	202.00	\$	208.00
Minus 200 Wash/Aggregate (ASTM C117)		\$	122.00	\$	126.00	\$	130.00	\$	134.00	\$	138.00
Sieve Analysis w/ Wash (ASTM C136 / CT 202 / AASHTO T27)		\$	249.00	\$	256.00	\$	264.00	\$	272.00	\$	280.00
Sieve Analysis - Coarse Only (ASTM C136 / CT 202 / AASHTO T27)		\$	122.00	\$	126.00	\$	130.00	\$	134.00	\$	138.00
Coarse Specific Gravity / Absorption (ASTM C127/CT 206/AASHTO T85)		\$	232.00	\$	239.00	\$	246.00	\$	253.00	\$	261.00
Fine Specific Gravity / Absorption (ASTM C128/CT 207/AASHTO T84)		\$	232.00	\$	239.00	\$	246.00	\$	253.00	\$	261.00
Sand Equivalent (ASTM D2419 / CT 217 / AASHTO T176)		\$	184.00	\$	190.00	\$	196.00	\$	202.00	\$	208.00
Durability Index (ASTM D3744 / CT 229 / AASHTO T210)		\$	365.00	\$	376.00	\$	387.00	\$	399.00	\$	411.00
Abrasion by LA Rattler, Large Size (ASTM C535)		\$	417.00	\$	430.00	\$	443.00	\$	456.00	\$	470.00
Abrasion by LA Rattler, Small Size (ASTM C131/CT 211/AASHTO T96)		\$	343.00	\$	353.00	\$	364.00	\$	375.00	\$	386.00
Cleaness Value of Aggregate (CT 227)		\$	263.00	\$	271.00	\$	279.00	\$	287.00	\$	296.00
Aggregate Wt pcf Compacted (ASTM C 29)		\$	129.00	\$	133.00	\$	137.00	\$	141.00	\$	145.00
Gradation-Rip Rap - Per Sieve (D5519-Method A)		\$	329.00	\$	339.00	\$	349.00	\$	359.00	\$	370.00
Sodium Sulfate Soundness-Min. Charge (ASTM C88/CT 214/AASHTO T104)		\$	509.00	\$	524.00	\$	540.00	\$	556.00	\$	573.00
Sodium Sulfate Soundness-Per Sieve (ASTM C88/CT 214/AASHTO T104)		\$	162.00	\$	167.00	\$	172.00	\$	177.00	\$	182.00
R-Value of Soils (CT 301)		\$	522.00	\$	538.00	\$	554.00	\$	571.00	\$	588.00
Soil Cement Compression - Set of 3 (ASTM D1633)		\$	348.00	\$	358.00	\$	369.00	\$	380.00	\$	391.00
CIR / FDR Compressive Strength Testing - Set		\$	348.00	\$	358.00	\$	369.00	\$	380.00	\$	391.00
CIR / FDR Sample Preparation / Compaction - Set		\$	318.00	\$	328.00	\$	338.00	\$	348.00	\$	358.00
CBR (ASTM D1883/AASHTO T-180)		\$	1,448.00	\$	1,491.00	\$	1,536.00	\$	1,582.00	\$	1,629.00
Preparation/Compacting of Soil Stabilization Samples (Lime/Cement) Set of 3		\$	546.00	\$	562.00	\$	579.00	\$	596.00	\$	614.00
Soluble Sulfate Chloride & Sulfide		\$	190.00	\$	196.00	\$	202.00	\$	208.00	\$	214.00
pH Sulfate & Chloride		\$	96.00	\$	99.00	\$	102.00	\$	105.00	\$	108.00
% Lumps/Friable Particles (ASTM C142)		\$	118.00	\$	122.00	\$	126.00	\$	130.00	\$	134.00
% Organics in Soil (ASTM D2974)		\$	200.00	\$	206.00	\$	212.00	\$	218.00	\$	225.00

HOT MIX ASPHALT	2026	2027	2028	2029	2030
JMF Mix Design, Superpave / Caltrans	\$ 13,052.00	\$ 13,444.00	\$ 13,847.00	\$ 14,262.00	\$ 14,690.00
JMF Verification - HMA - Superpave / Caltrans / BMD	\$ 7,563.00	\$ 7,790.00	\$ 8,024.00	\$ 8,265.00	\$ 8,513.00
JMF Production Startup - Superpave / Caltrans / BMD	\$ 7,036.00	\$ 7,247.00	\$ 7,464.00	\$ 7,688.00	\$ 7,919.00
RAP Material Testing - Additional Fee	\$ 916.00	\$ 943.00	\$ 971.00	\$ 1,000.00	\$ 1,030.00
Rubberized RHMA Material - Additional Fee	\$ 2,112.00	\$ 2,175.00	\$ 2,240.00	\$ 2,307.00	\$ 2,376.00
JMF Mix Design, HVEEM	\$ 4,515.00	\$ 4,650.00	\$ 4,790.00	\$ 4,934.00	\$ 5,082.00
JMF Mix Design, Marshall	\$ 5,356.00	\$ 5,517.00	\$ 5,683.00	\$ 5,853.00	\$ 6,029.00



BSK Associates - Schedule of Fees 2026-2030 (Gilroy)

MATERIALS LABORATORY TESTS (CONTINUED)

Standard Rate Applies to Normal Testing Schedule. Rush Order Turnaround Time Charged at 1.5 x Standard Unit Rates.

HOT MIX ASPHALT (CONTINUED)	2026	2027	2028	2029	2030
Open Graded Asphalt Optimum Bitumen Content (CT 368)	\$ 3,224.00	\$ 3,321.00	\$ 3,421.00	\$ 3,524.00	\$ 3,630.00
Gyratory Compaction - Set of 3 (AASHTO T312)	\$ 487.00	\$ 502.00	\$ 517.00	\$ 533.00	\$ 549.00
Hamburg Wheel Track (AASHTO T324 / CT 389)	\$ 2,894.00	\$ 2,981.00	\$ 3,070.00	\$ 3,162.00	\$ 3,257.00
Tensile Strength Ratio (CT 371 / AASHTO T283)	\$ 1,597.00	\$ 1,645.00	\$ 1,694.00	\$ 1,745.00	\$ 1,797.00
Marshall Maximum Density - Set of 3 (ASTM D6926)	\$ 425.00	\$ 438.00	\$ 451.00	\$ 465.00	\$ 479.00
Marshall Stability & Flow - Set of 3 (ASTM D6927)	\$ 365.00	\$ 376.00	\$ 387.00	\$ 399.00	\$ 411.00
Draindown Characteristics of HMA (ASTM D6390 / AASHTO T305)	\$ 368.00	\$ 379.00	\$ 390.00	\$ 402.00	\$ 414.00
Cracking Index Test (Ideal-CT) (ASTM D8225)	\$ 473.00	\$ 487.00	\$ 502.00	\$ 517.00	\$ 533.00
Bitumen Content - Ignition (ASTM D6307 / CT 382 / AASHTO T308)	\$ 327.00	\$ 337.00	\$ 347.00	\$ 357.00	\$ 368.00
Oil Content Correction Factor (ASTM D6307 / CT 382 / AASHTO T308)	\$ 759.00	\$ 782.00	\$ 805.00	\$ 829.00	\$ 854.00
Gradation from Extraction (ASTM D5444 / AASHTO T30)	\$ 315.00	\$ 324.00	\$ 334.00	\$ 344.00	\$ 354.00
Bulk Specific Gravity - Each (CT308 / AASHTO T275 / ASTM D2726)	\$ 92.00	\$ 95.00	\$ 98.00	\$ 101.00	\$ 104.00
Max Specific Gravity - Rice Method (ASTM D2041 / CT 309 / AASHTO T209)	\$ 365.00	\$ 376.00	\$ 387.00	\$ 399.00	\$ 411.00
Volumetric Calculations (VMA, VFA, DP, AV, Eff. Calcs)	\$ 78.00	\$ 80.00	\$ 82.00	\$ 84.00	\$ 87.00
Moisture Content of Asphalt (CT 370 / AASHTO T329)	\$ 96.00	\$ 99.00	\$ 102.00	\$ 105.00	\$ 108.00
Film Stripping	\$ 129.00	\$ 133.00	\$ 137.00	\$ 141.00	\$ 145.00
Compaction/Preparation of HMA Briquette (CT 304)	\$ 320.00	\$ 330.00	\$ 340.00	\$ 350.00	\$ 361.00
Stabilometer Value - Set of 3 (CT 366)	\$ 405.00	\$ 417.00	\$ 430.00	\$ 443.00	\$ 456.00
Lab Mixed TSR - Moisture Induced Damage (AASHTO T283 / CT 371)	\$ 2,142.00	\$ 2,206.00	\$ 2,272.00	\$ 2,340.00	\$ 2,410.00
Calculated AC Maximum Density (CT 367)	\$ 145.00	\$ 149.00	\$ 153.00	\$ 158.00	\$ 163.00
Thickness Determination of AC Cores	\$ 30.00	\$ 31.00	\$ 32.00	\$ 33.00	\$ 34.00
Indirect Tensile Strength of Compacted HMA (ASTM D6931)	\$ 368.00	\$ 379.00	\$ 390.00	\$ 402.00	\$ 414.00
Ideal Rut Test (Ideal-RT / Ideal-HT) (ASTM D8360)	\$ 473.00	\$ 487.00	\$ 502.00	\$ 517.00	\$ 533.00
Aggregate Correction Factor (ASTM D6307 / CT 382 / AASHTO T308)	\$ 683.00	\$ 703.00	\$ 724.00	\$ 746.00	\$ 768.00

CONCRETE & MASONRY	2026	2027	2028	2029	2030
Compression Test Concrete - Per Cylinder (ASTM C39)	\$ 41.00	\$ 42.00	\$ 43.00	\$ 44.00	\$ 45.00
Compression Test Concrete - Set of 4/5 (ASTM C39)	\$ 198.00	\$ 204.00	\$ 210.00	\$ 216.00	\$ 222.00
Compression Test of Core (ASTM C42)	\$ 88.00	\$ 91.00	\$ 94.00	\$ 97.00	\$ 100.00
Compressive Strength of Shotcrete Panel	\$ 463.00	\$ 477.00	\$ 491.00	\$ 506.00	\$ 521.00
Compression Test Composite CMU Prism (1)	\$ 240.00	\$ 247.00	\$ 254.00	\$ 262.00	\$ 270.00
Compression Test Grout (Set of 4)	\$ 175.00	\$ 180.00	\$ 185.00	\$ 191.00	\$ 197.00
Compression Test Mortar (Set of 3)	\$ 160.00	\$ 165.00	\$ 170.00	\$ 175.00	\$ 180.00
Compression Test Cellular Concrete / CLSM (Set of 5)	\$ 242.00	\$ 249.00	\$ 256.00	\$ 264.00	\$ 272.00
Flexural Test per Beam (ASTM C78 / CT 523)	\$ 130.00	\$ 134.00	\$ 138.00	\$ 142.00	\$ 146.00



BSK Associates - Schedule of Fees 2026-2030 (Gilroy)

MATERIALS LABORATORY TESTS (CONTINUED)					
Standard Rate Applies to Normal Testing Schedule. Rush Order Turnaround Time Charged at 1.5 x Standard Unit Rates.					
CONCRETE & MASONRY (CONTINUED)	2026	2027	2028	2029	2030
Linear Shrinkage - Set of 3 (ASTM C157)	\$ 579.00	\$ 596.00	\$ 614.00	\$ 632.00	\$ 651.00
Unit Weight Lt Wt Concrete	\$ 82.00	\$ 84.00	\$ 87.00	\$ 90.00	\$ 93.00
Splitting Tensile Strength of Concrete (ASTM C496)	\$ 174.00	\$ 179.00	\$ 184.00	\$ 190.00	\$ 196.00
Compressive Strength CMU Block (ASTM C140)	\$ 278.00	\$ 286.00	\$ 295.00	\$ 304.00	\$ 313.00
Comp. Strength, SG, & Abs. of CMU - Per Block (ASTM C140)	\$ 320.00	\$ 330.00	\$ 340.00	\$ 350.00	\$ 361.00
Masonry Linear Shrinkage (ASTM C426)	\$ 587.00	\$ 605.00	\$ 623.00	\$ 642.00	\$ 661.00
Masonry Core Shear Test (Title 24)	\$ 273.00	\$ 281.00	\$ 289.00	\$ 298.00	\$ 307.00
METALS & FIREPROOFING	2026	2027	2028	2029	2030
Tensile & Bend of Rebar #3-11	\$ 215.00	\$ 221.00	\$ 228.00	\$ 235.00	\$ 242.00
Slip and Tensile Rebar Couplers (CT 670)	\$ 313.00	\$ 322.00	\$ 332.00	\$ 342.00	\$ 352.00
Bolt Proof & Ultimate Load - Each	\$ 131.00	\$ 135.00	\$ 139.00	\$ 143.00	\$ 147.00
Bolt Hardness - Set of 3	\$ 248.00	\$ 255.00	\$ 263.00	\$ 271.00	\$ 279.00
Nut Proof Load - Set of 3	\$ 248.00	\$ 255.00	\$ 263.00	\$ 271.00	\$ 279.00
Nut Hardness - Set of 3	\$ 248.00	\$ 255.00	\$ 263.00	\$ 271.00	\$ 279.00
Washer Hardness - Set of 3	\$ 248.00	\$ 255.00	\$ 263.00	\$ 271.00	\$ 279.00
Dry Density Fireproofing (ASTM E605)	\$ 138.00	\$ 142.00	\$ 146.00	\$ 150.00	\$ 155.00
Brinell Hardness of Steel (ASTM E10)	\$ 145.00	\$ 149.00	\$ 153.00	\$ 158.00	\$ 163.00
Rockwell Hardness of Steel (ASTM E18)	\$ 145.00	\$ 149.00	\$ 153.00	\$ 158.00	\$ 163.00
Face Bend of Steel Coupon	\$ 88.00	\$ 91.00	\$ 94.00	\$ 97.00	\$ 100.00
Root Bend of Weld Coupon	\$ 88.00	\$ 91.00	\$ 94.00	\$ 97.00	\$ 100.00
Side Bend of Weld Coupon	\$ 88.00	\$ 91.00	\$ 94.00	\$ 97.00	\$ 100.00
Tensile Test of Steel Coupon	\$ 122.00	\$ 126.00	\$ 130.00	\$ 134.00	\$ 138.00
Bend Test of Steel Coupon	\$ 105.00	\$ 108.00	\$ 111.00	\$ 114.00	\$ 117.00
Adhesion / Cohesion Fireproofing Materials	\$ 184.00	\$ 190.00	\$ 196.00	\$ 202.00	\$ 208.00



EXARO Technologies Corporation
 1831 Bayshore Highway* Burlingame, CA 94010
 [Tel] (650) 777-4324 [Fax] (650) 777-4326
 General Engineering Contractor # 860376



SCHEDULE OF FEES

Labor	2026	2027	2028	2029
Operations Manager	\$256.32	\$264.00	\$271.93	\$280.08
Project Manager	\$225.88	\$232.66	\$239.64	\$246.83
Project Coordinator	\$134.21	\$138.24	\$142.39	\$146.66
Lead Foreman	\$252.11	\$259.67	\$267.47	\$275.49
Foreman	\$223.25	\$229.95	\$236.84	\$243.95
Technician	\$211.48	\$217.83	\$224.36	\$231.09
ODCs				
Arrow Board	\$190.55	\$196.27	\$202.15	\$208.22
Core Machine Ultimate	\$566.50	\$583.50	\$601.00	\$619.03
Electronic Detection Locator	\$123.60	\$127.31	\$131.13	\$135.06
Fuel TBD				
GPR Rebar Scanner / Utility Locator	\$309.00	\$318.27	\$327.82	\$337.65
CCTV Camera	\$2,070.00	\$2,145.00	\$2,200.00	\$2,295.00
Loader Bobcat	\$463.50	\$477.41	\$491.73	\$506.48
Material TBD				
Mini Excavator	\$463.50	\$477.41	\$491.73	\$506.48
Trencher	\$566.50	\$583.50	\$601.00	\$619.03
Tripod Rescue	\$169.95	\$175.05	\$180.30	\$185.71
Walk Behind Cutting Saw	\$128.75	\$132.61	\$136.59	\$140.69
Truck	\$226.60	\$233.40	\$240.40	\$247.61
Dump Truck	\$422.30	\$434.97	\$448.02	\$461.46
Vacuum Truck	\$1,133.00	\$1,166.99	\$1,202.00	\$1,238.06
Vacuum Truck with Boom Super Sucker	\$1,545.00	\$1,591.35	\$1,639.09	\$1,688.26
Permits/Bonds TBD				
Subsistence / Travel	\$412.00	\$424.36	\$437.09	\$450.20

NOTES (Field Services)

Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 48 hours. Potholing rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

TERMS AND CONDITIONS

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Company Name's Work Authorization and Agreement.

Utility Locating by Electronic Detection, GPR, Vacuum Excavation, Rebar Scanning, Cathodic Protection

2026 Standard Schedule of Charges

Staff and Services

Principal Project Manager	\$150/hour
Senior Technical Staff	\$130/hour
Technical Staff.....	\$117/hour
Editorial Services.....	\$97/hour
Desktop Publishing Services	\$97/hour
Web and Graphic Design Services.....	\$97/hour
Administrative Services	\$87/hour

Staff hourly rates escalate at 3% annually.

Subconsultants

All subconsultants billed at cost plus 7% if permitted by contract.

Direct Costs

All direct costs billed at cost plus 5% if permitted by contract.

Mileage

Mileage billed at current standard IRS rate.



Fee Schedule

	2026 Hourly
Senior Project Manager	Rates \$255
Senior Construction Engineer	\$235
Senior Bridge Engineer	\$245
Senior Construction Manager	\$215
Project Manager III	\$225
Project Manager II	\$205
Project Manager I	\$185
Senior Civil Engineer	\$225
Senior Construction Inspector	\$175
Construction Inspector	\$155
Senior Environmental Compliance	\$175
Environmental Compliance	\$165
Senior AutoCAD Drafter	\$155
AutoCAD Drafter	\$145
Engineering Intern	\$105

Blueprint fees, copy fees, subconsultants or other direct costs not listed above are reimbursed at cost plus 10%

Hourly Rates effective January 1, 2026. Each subsequent year in January rate adjusted for inflation of 3.0%.

Overtime is billed at 1.5 x hourly rate. Second Shift is billed at 1.10 x hourly rate.

EXHIBIT E

INSURANCE [Professional Services]

CONTRACTOR shall procure and maintain for the duration of the Agreement, and for additional time if required below, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees, including any subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to

the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37).

Primary Coverage

For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 12 19 in regards to CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

CONTRACTOR may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. The policies shall be provided on a true "following form" coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to CITY.

Waiver of Subrogation

CONTRACTOR hereby grants to CITY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by CITY. CITY may require CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CITY.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of work pursuant thereto.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date,

CONTRACTOR must purchase “extended reporting” coverage for a minimum of *five (5)* years after completion of work.

Verification of Coverage

CONTRACTOR shall furnish CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All required documents are to be received and approved by CITY before work commences. However, failure to obtain the documents prior to the work beginning shall not waive CONTRACTOR’s obligation to provide them. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements, at any time.

Subcontractors

CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that CITY is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies for any construction-related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of five (5) years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

Special Risks or Circumstances

CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



City of Gilroy

STAFF REPORT

Agenda Item Title: Approval of a Single Source Purchasing Contract With Fairfield Chevrolet (California Police Cars) in the Amount of \$194,392.28 for the Purchase of Two Fully Upfitted Chevrolet Tahoe Police Responder Vehicles

Meeting Date: September 14, 2026

From: Matt Morley, City Administrator

Department: Public Works

Submitted by: John Doughty, Public Works Director

Prepared by: Walter Dunckel, Fleet and Facilities Superintendent

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

Authorize the City Administrator to execute the contract with Fairfield Chevrolet, doing business as California Police Cars, in the amount of \$194,392.28, for the purchase of two Chevrolet Tahoe police responder vehicles, complete with emergency lighting, siren, and equipment upfit installed by the vendor; and authorize the City Administrator to execute all related documents.

EXECUTIVE SUMMARY

The Gilroy Police Department is scheduled for replacement of two police responder vehicles in FY 2027. These units need to be placed into service as quickly as possible. Under the City's normal acquisition method, a pursuit-rated vehicle is ordered from the factory and then delivered to a third party upfitter for installation of emergency lighting, siren, radio, cage, weapon mount, and related equipment. That sequence — factory order, build, transport, upfit, and delivery — is currently running approximately one year from order to in-service date.

Fairfield Chevrolet has two responder vehicles in stock and is offering to deliver the units completely upfitted to the City. One of the two units is approximately 75-percent upfitted already. Purchasing the vehicles and the upfit from a single vendor eliminates

the factory build wait, the transport leg to a third-party upfitter, and the upfitter's own queue time, reducing the total time from order to in-service from approximately one year to a matter of weeks. The vendor expects to complete the partially upfitted unit within two weeks and the second unit within eight weeks of award.

BACKGROUND

Police responder vehicles are among the most heavily used assets in the City's fleet, operating in continuous multi-shift service and accumulating both mileage and engine idle hours at rates far exceeding those of general fleet vehicles. Prompt replacement of units reaching the end of their service life is necessary to maintain patrol availability and officer safety.

The vehicle procurement environment for police pursuit-rated vehicles has not returned to pre-2020 conditions. Factory allocation is constrained, order banks open and close on short notice, and confirmed build slots are frequently deferred to a subsequent model year. Once a unit is finally delivered, the emergency equipment upfit must be scheduled with a third-party upfitter, which adds further queue time before the vehicle can be placed into service. The cumulative effect is an acquisition timeline approaching twelve months. Additionally, under the traditional procurement process, a portion of the factory warranty is lost during the third party upfitting process. The City can therefore experience a multi-month loss of usable warranty coverage while the vehicle sits in an upfitter's queue.

This purchase meets the requirements of a single source under the City of Gilroy Purchasing Policy. Under the normal method, a pursuit vehicle is factory ordered and then sent to a third-party upfitter — approximately one year to in-service. Because the vendor has both vehicles in stock and upfits in house, with one unit already 75 percent complete, the first can be in service within two weeks and the second within eight. These are emergency response vehicles, and a unit not replaced on schedule stays in front-line service past its reliable life. Buying the vehicle and upfit together also preserves warranty that would otherwise be lost waiting in an upfitter's queue. Pricing was verified against a recent competitive public bid and the City's most recent third-party upfit cost.

ANALYSIS

Staff evaluated the option of ordering two pursuit-rated vehicles through the City's traditional process against the opportunity presented by Fairfield Chevrolet. The determining factor is time to in-service, not unit price alone. The vendor offers a combination of attributes that no other supplier identified by staff is able to provide:

- **Vehicles in stock.** Both units are on the ground and available now, removing the factory order and build cycle from the schedule entirely.
- **In-house upfitting.** The vendor installs the complete emergency lighting, siren,

and equipment package at its own facility. The vehicle is to be delivered to the City ready for service, eliminating the transfer to a third-party upfitter and that upfitter's scheduling backlog.

- **Work already in progress.** One of the two vehicles is approximately 75 percent upfitted, allowing that unit to be placed in service within approximately two weeks of award.
- **Single point of responsibility.** Procuring the chassis and the upfit from one vendor avoids the split-responsibility issues that arise when a warranty or workmanship question falls between the dealer and a separate upfitter.
- **Maximized factory warranty.** Because the vehicles arrive ready for service rather than passing through an upfitter's queue, the City realizes substantially all of the factory warranty period in active patrol service.

The two vehicles quoted are as follows:

- **2026 Chevrolet Tahoe 2WD Police (CC10706), Summit White.** Equipped with the 5.3L EcoTec3 V8, 10-speed automatic, police-rated heavy-duty suspension and brakes, 250-amp alternator and auxiliary battery, and the factory police package. Vendor-installed upfit totals \$27,869.43 and includes the emergency lighting and equipment package. The vendor expects to complete this unit within eight weeks of award.
- **2025 Chevrolet Tahoe 4WD (CK10706) with 9C1 Police Package, Black.** Equipped with the 5.3L V8 and 10-speed automatic drivetrain with four-wheel drive, police-rated suspension and brakes, and the factory police package. This unit is an untitled manufacturer demonstrator retained by the dealer for sales purposes and is sold as a new vehicle under the full factory warranty. This is the unit already approximately 75 percent upfitted. Vendor-installed upfit totals \$29,508.00. Because the majority of the upfit work is complete, the vendor expects to deliver this unit within two weeks of award.

Vehicle	Total Delivered Price
2026 Chevrolet Tahoe 2WD Police, fully upfitted	\$95,478.24
2025 Chevrolet Tahoe 4WD Police Package, fully upfitted	\$98,914.04
TOTAL CONTRACT AMOUNT	\$194,392.28

Each quoted price is inclusive of the vehicle, the complete emergency equipment upfit, documentation fee, applicable sales tax at 9.75 percent, and state electronic vehicle registration and tire fees. Both vehicles carry the standard General Motors new vehicle warranty:

Coverage	2026 Tahoe 2WD	2025 Tahoe 4WD
Basic	3 yr / 36,000 mi	3 yr / 36,000 mi
Drivetrain	5 yr / 60,000 mi	5 yr / 60,000 mi
Corrosion (rust-through)	6 yr / 100,000 mi	6 yr / 100,000 mi

Roadside assistance	5 yr / 60,000 mi	5 yr / 60,000 mi
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Staff has confirmed with the vendor the in-service date and current odometer reading of the 2025 unit, which establishes the effective remaining warranty term on that vehicle.

ALTERNATIVES

1. Order two pursuit-rated vehicles as a single source purchase as recommended.
2. Direct staff to proceed with the traditional factory order and third-party upfit process. STAFF DOES NOT RECOMMEND THIS OPTION. This alternative extends the in-service date by approximately one year, during which the Police Department would continue to operate vehicles at the end of their service life, with the associated maintenance cost, downtime, and patrol availability consequences, and would forfeit usable factory warranty time while the units await upfitting.

FISCAL IMPACT/FUNDING SOURCE

Funding for this purchase is budgeted in the Fleet Vehicle Fund (Fund 600) for Fiscal Year 2027. Sufficient appropriations exists within the Fleet Vehicle Fund to cover the total contract amount of \$194,392.28. No budget amendment is required.

PUBLIC OUTREACH

N/A

NEXT STEPS

With Council's approval, staff will proceed with execution of a written purchase contract with Fairfield Chevrolet. The vendor will complete the remaining upfit work on both vehicles, with the partially upfitted unit expected within two weeks of award and the second unit within eight weeks. Staff will inspect each vehicle upon delivery to confirm that the emergency equipment installation conforms to Police Department specifications before the units are placed into service, and will complete registration, marking, and fleet inventory processing.

Attachments:

1. GILROY TAHOE (CUSTOM)
2. GILROY TAHOE (DEMO)



Gilroy Police Department

Prepared For: Walter Dunckel

[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (9)



Table of Contents



California Police Cars

Mekhai Sta Rosa | (707) 639-9073 | fleet@fairfieldchevrolet.net

- Dealership Information
- Quote Worksheet
- Weight Rating
- Technical Specifications
- Selected Model and Options
- Standard Equipment
- Vehicle Image

California Police Cars

Prepared By:

Mekhai Sta Rosa
California Police Cars
(707) 639-9073
fleet@fairfieldchevrolet.net

Quote Worksheet

		MSRP
Base Price		\$54,500.00
Dest Charge		\$2,795.00
Total Options		\$3,349.00
Subtotal		\$60,644.00
Upfit		\$27,869.43
Doc Fee		\$85.00
Subtotal Pre-Tax Adjustments		\$27,954.43
Less Customer Discount		(\$1,644.00)
Subtotal Discount		(\$1,644.00)
Trade-In		\$0.00
Subtotal Trade-In		\$0.00
Taxable Price		\$86,954.43
Sales Tax	9.75%	\$8,478.06
Subtotal Taxes		\$8,478.06

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California Police Cars

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[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (9) (✔ Complete)

EVR Fee	\$37.00
Tire Fee	\$8.75
Subtotal Post-Tax Adjustments	\$45.75
Total Sales Price	\$95,478.24

Dealer Signature / Date

Customer Signature / Date

Weight Ratings

WEIGHT RATINGS	
Front Gross Axle Weight Rating:	3700 lbs
Rear Gross Axle Weight Rating:	4300 lbs
Gross Vehicle Weight Rating:	7400.00 lbs

Technical Specifications

Powertrain			
Transmission			
Drivetrain	Rear Wheel Drive	Trans Order Code	MHS
Trans Type	10	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.69
Second Gear Ratio (:1)	2.98	Third Gear Ratio (:1)	2.14
Fourth Gear Ratio (:1)	1.77	Fifth Gear Ratio (:1)	1.52
Sixth Gear Ratio (:1)	1.27	Reverse Ratio (:1)	4.86
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	N/A
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	N/A	Seventh Gear Ratio (:1)	1.00
Eighth Gear Ratio (:1)	0.85	Ninth Gear Ratio (:1)	0.69
Tenth Gear Ratio (:1)	0.63		
Mileage			
EPA Fuel Economy Est - Hwy	18 MPG	Cruising Range - City	336.00 mi
EPA Fuel Economy Est - City	14 MPG	Fuel Economy Est-Combined	16 MPG

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[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (9) (Complete)

Powertrain

Mileage

Cruising Range - Hwy	432.00 mi	Estimated Battery Range	N/A
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Engine

Engine Order Code	L84	Engine Type	Gas V8
Displacement	5.3L/-TBD-	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	355 @ 5600	SAE Net Torque @ RPM	383 @ 4100
Engine Oil Cooler	Yes		

Electrical

Cold Cranking Amps @ 0° F (Primary)	850	Cold Cranking Amps @ 0° F (2nd)	N/A
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	250

Cooling System

Total Cooling System Capacity	N/A		
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Traction Battery

Usable/net Traction Battery Capacity (kWh)	N/A	Gross Traction Battery Capacity (kWh)	N/A
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Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	N/A	EPA Greenhouse Gas Score	N/A
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Vehicle

Rear Door Type	Liftgate		
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Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	N/A	Gross Axle Wt Rating - Front	3700 lbs
Gross Axle Wt Rating - Rear	4300 lbs	Curb Weight - Front	2715 lbs
Curb Weight - Rear	2668 lbs	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	985.00 lbs

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[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (9) (✔ Complete)

Chassis

Weight Information

Reserve Axle Capacity - Rear	1632.00 lbs	As Spec'd Curb Weight	5383.00 lbs
As Spec'd Payload	2017.00 lbs	Maximum Payload Capacity	2017.00 lbs
Gross Combined Wt Rating	14000 lbs	Gross Axle Weight Rating	8000.00 lbs
Curb Weight	5383.00 lbs	Reserve Axle Capacity	2617.00 lbs
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	7400.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	7900 lbs	Wt Distributing Hitch - Max Tongue Wt.	790 lbs
Fifth Wheel Hitch - Max Trailer Wt.	N/A	Fifth Wheel Hitch - Max Tongue Wt.	N/A
Maximum Trailering Capacity	8400 lbs		

Frame

Frame Type	N/A	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

Suspension

Suspension Type - Front	Independent	Suspension Type - Rear	Multi-Link
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	N/A	Axle Type - Rear	N/A
Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A
Axle Ratio (:1) - Front	N/A	Axle Ratio (:1) - Rear	3.23
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	XCS	Rear Tire Order Code	XCS
Spare Tire Order Code	RAV	Front Tire Size	275/55R20SL
Rear Tire Size	275/55R20SL	Spare Tire Size	P275/55R20

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[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (9) (Complete)

Chassis

Tires

Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	20 x 9 in	Rear Wheel Size	20 x 9 in
Spare Wheel Size	17 x -TBD- in	Front Wheel Material	Aluminum
Rear Wheel Material	Aluminum	Spare Wheel Material	Steel

Steering

Steering Type	Pwr	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	16.6:1	Steering Ratio (:1), At Lock	3.26
Turning Diameter - Curb to Curb	39.5 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	13.5 x 1.2 in
Rear Brake Rotor Diam x Thickness	13.6 x 1.0 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	24 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	6	Front Head Room	42.3 in
Front Leg Room	44.5 in	Front Shoulder Room	65.6 in
Front Hip Room	61.5 in	Second Head Room	38.9 in
Second Leg Room	42.0 in	Second Shoulder Room	64.6 in

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[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (9) (Complete)

Dimensions

Interior Dimensions			
Second Hip Room	61.3 in	Third Head Room	38.2 in
Third Leg Room	34.9 in	Third Shoulder Room	62.7 in
Third Hip Room	49.4 in		
Exterior Dimensions			
Wheelbase	120.9 in	Length, Overall w/rear bumper	N/A
Length, Overall	211.3 in	Width, Max w/o mirrors	81 in
Height, Overall	N/A	Overhang, Front	N/A
Overhang, Rear w/o bumper	N/A	Front Bumper to Back of Cab	N/A
Cab to Axle	N/A	Cab to End of Frame	N/A
Ground to Top of Load Floor	N/A	Ground to Top of Frame	N/A
Frame Width, Rear	N/A	Ground Clearance, Front	N/A
Ground Clearance, Rear	N/A	Body Length	0.00 ft
Rear Door Opening Height	N/A	Rear Door Opening Width	N/A
Side Door Opening Height	N/A	Side Door Opening Width	N/A
Step Up Height - Front	N/A	Step Up Height - Side	N/A
Cab to Body	N/A		
Cargo Area Dimensions			
Cargo Area Length @ Floor to Console	N/A	Cargo Area Length @ Floor to Seat 1	N/A
Cargo Area Length @ Floor to Seat 2	N/A	Cargo Area Length @ Floor to Seat 3	N/A
Cargo Box Width @ Top, Rear	N/A	Cargo Area Width @ Beltline	N/A
Cargo Box Width @ Floor	N/A	Cargo Box Width @ Wheelhousings	49.5 in
Cargo Box (Area) Height	N/A	Tailgate Width	N/A
Cargo Volume	N/A	Cargo Volume to Seat 1	122.7 ft³
Cargo Volume to Seat 2	72.5 ft³	Cargo Volume to Seat 3	25.5 ft³
Cargo Volume to Seat 4	N/A	Ext'd Cab Cargo Volume	N/A

Exterior

Doors

Side Door Type	N/A
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[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (9) (✔ Complete)

Exterior

Doors

Selected Model and Options

MODEL				
CODE	MODEL	MSRP		
CC10706	2026 Chevrolet Tahoe 2WD 4dr Police	\$54,500.00		

COLORS	
CODE	DESCRIPTION
	Summit White (Not available on Premier and High Country.)

OPTIONS				
	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
	Commercial Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs	\$0.00
	Lighting, red and white front auxiliary dome Red and white LED auxiliary dome lamp is located on headliner between front row seats. The auxiliary lamp is wired independently from standard dome lamp	0.00 lbs	0.00 lbs	\$170.00
	Fleet Calibration provides a single key with a specific code that is common to the door locks of all the vehicles in the vehicle fleet. Key code is an alternate to SEO (6E8) Fleet Calibration. NOTE: NOT COMPATIBLE with previous model years (Requires (AMF) Remote Keyless Entry Package. Includes (AU7) fleet common key. Not available with SEO (6E8) complete vehicle fleet common key.)	0.00 lbs	0.00 lbs	\$50.00
	Wiring, grille lamps and siren speakers	0.00 lbs	0.00 lbs	\$92.00
	Wiring, horn and siren circuit	0.00 lbs	0.00 lbs	\$75.00
	Switches, rear window inoperative (rear windows can only operate from driver's position.)	0.00 lbs	0.00 lbs	\$75.00
	Door locks and handles, inside rear doors inoperative (door can only be opened from outside)	0.00 lbs	0.00 lbs	\$62.00
	Spotlamps, left- and right-hand Not available with SEO (7X3) left-hand spotlamp.)	0.00 lbs	0.00 lbs	\$1,340.00
	Glass, solar absorbing	0.00 lbs	0.00 lbs	\$0.00
	Key common, fleet (Included and only available with SEO (6E2) Fleet Calibration or SEO (6E8) Fleet Calibration.)	0.00 lbs	0.00 lbs	Inc.

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California Police Cars

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[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (9) (✔ Complete)

OPTIONS				
	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
	GVWR, 7400 lbs. (3357 kg) (2WD models only.) (STD)	0.00 lbs	0.00 lbs	\$0.00
	Intersection Automatic Emergency Braking intersection alert, braking (Included and only available with (PQA) 1FL Safety Package.)	0.00 lbs	0.00 lbs	Inc.
	Rear Camera Mirror, inside rearview auto-dimming with full camera display (Included and only available with (PQA) 1FL Safety Package.)	0.00 lbs	0.00 lbs	Inc.
	Summit White (Not available on Premier and High Country.)	0.00 lbs	0.00 lbs	\$0.00
	Rear axle, 3.23 ratio	0.00 lbs	0.00 lbs	\$0.00
	Jet Black, Cloth seat trim	0.00 lbs	0.00 lbs	\$0.00
	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)	0.00 lbs	0.00 lbs	\$0.00
	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul	0.00 lbs	0.00 lbs	\$0.00
	1FL Safety Package includes (UEU) Forward Collision Alert, (UKM) Enhanced Lane Keep Assist with Lane Departure Warning, (UKI) Blind Zone Steering Assist, (UHY) Automatic Emergency Braking, (UFB) Rear Cross Traffic Braking, (UKT) Front Pedestrian and Bicyclist Braking, (CTB) Intersection Automatic Emergency Braking, (UOW) Side Bicyclist Alert, (DRZ) Rear Camera Mirror and (TQ5) IntelliBeam headlamps	0.00 lbs	0.00 lbs	\$825.00
	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel (STD)	0.00 lbs	0.00 lbs	\$0.00
	Lamps, alternate flashing Red & Blue rear compartment lid warning (visible when liftgate is open) and controlled by momentary liftgate mounted switch or ground wire	0.00 lbs	0.00 lbs	\$565.00
	IntelliBeam, automatic high beam on/off (Included and only available with (PQA) 1FL Safety Package.)	0.00 lbs	0.00 lbs	Inc.
	Forward Collision Alert (Included and only available with (PQA) 1FL Safety Package.)	0.00 lbs	0.00 lbs	Inc.
	Rear Cross Traffic Braking (Included and only available with (PQA) 1FL Safety Package.)	0.00 lbs	0.00 lbs	Inc.
	Automatic Emergency Braking (Included and only available with (PQA) 1FL Safety Package.)	0.00 lbs	0.00 lbs	Inc.
	Blind Zone Steering Assist (Included and only available with (PQA) 1FL Safety Package.)	0.00 lbs	0.00 lbs	Inc.

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[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (9) (✔ Complete)

OPTIONS				
	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
	Lane Keep Assist with Lane Departure Warning, enhanced (Included and only available with (PQA) 1FL Safety Package.)	0.00 lbs	0.00 lbs	Inc.
	Front Pedestrian and Bicyclist Braking (Included and only available with (PQA) 1FL Safety Package.)	0.00 lbs	0.00 lbs	Inc.
	Radio Suppression Package, with ground straps	0.00 lbs	0.00 lbs	\$95.00
	Side Bicyclist Alert (Included and only available with (PQA) 1FL Safety Package.)	0.00 lbs	0.00 lbs	Inc.
	Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration (STD)	0.00 lbs	0.00 lbs	\$0.00
	License plate front mounting package (Included on orders with ship -to states that require a front license plate.)	0.00 lbs	0.00 lbs	\$0.00
	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly (Included with SEO (6J8) White Left/White Right Whelen LED Lamp Package, SEO (6J9) Red Left/Red Right Whelen LED Lamp Package, SEO (6JE) Blue Left/Blue Right Whelen LED Lamp Package, SEO (6JG) Red Left/Blue Right Whelen LED Lamp Package, SEO (6C7) red and white front auxiliary dome lighting, SEO (6N6) door locks and handles, SEO (7X2) left- and right-hand spotlamps, SEO (7X3) left -hand spotlamp, SEO (T53) alternate flashing Red & Blue rear compartment lid warning lamps, SEO (UN9) Radio Suppression Package, SEO (6J3) grille lamps and siren speakers wiring, SEO (6J4) horn and siren circuit wiring and SEO (WX7) auxiliary speaker wiring.)	0.00 lbs	0.00 lbs	\$0.00
	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit (STD)	0.00 lbs	0.00 lbs	\$0.00
	Emissions, California state requirements	0.00 lbs	0.00 lbs	\$0.00
	Suspension Package, heavy-duty, police-rated. Full independent suspension with monotube dampers, linear coil springs, 35mm solid front stabilizer bar and 32mm hollow rear stabilizer bar	0.00 lbs	0.00 lbs	\$0.00
	Options Total	0.00 lbs	0.00 lbs	\$3,349.00

Standard Equipment

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[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (9) (✔ Complete)

Package	Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) 275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20" steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires, (V53) delete luggage rack side rails, deletes side doors and liftgate nameplate badging, and (ATD) third row seat delete
	Remote Keyless Entry Package includes 4 additional transmitters, NOTE: programming of remotes is at customer's expense. Programming remotes is not a warranty expense
Mechanical	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)
	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul
	Rear axle, 3.23 ratio
	Suspension Package, heavy-duty, police-rated. Full independent suspension with monotube dampers, linear coil springs, 35mm solid front stabilizer bar and 32mm hollow rear stabilizer bar
	GVWR, 7400 lbs. (3357 kg) (2WD models only.) (STD)
	Keyless start, push button
	Automatic Stop/Start
	Engine control, stop/start system disable button, non-latching
	Engine air filtration monitor
	Fuel, gasoline, E15
	Differential, mechanical limited-slip
	Rear wheel drive
	Air filter, heavy-duty
	Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator
	Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil
	Cooling system, extra capacity
	Battery, 900 cold-cranking amps with 95 amp hour rating
	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating (packaged behind left rear cargo area panel)
	Alternator, 250 amps
	Trailer equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver

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Data Version: 29465. Data Updated: Aug 31, 2026 6:48:00 PM UTC.



California Police Cars

Mekhai Sta Rosa | (707) 639-9073 | fleet@fairfieldchevrolet.net

[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (9) (✔ Complete)

Mechanical

- Hitch Guidance
- Recovery hooks, 2 front, frame-mounted, Black (Required on all models going to Alaska, Guam, Hawaii, Puerto Rico and Virgin Islands. All Tahoe (9C1) and (5W4) vehicles include front fascia with recovery hook openings.)
- Skid plate, front
- Steering, power
- Brake system, heavy duty with front Brembo calipers and 16" front rotors
- Capless Fuel Fill
- Exhaust, single system, single-outlet
- Mechanical Jack with tools
- Ground wires, blunt cut cargo area and blunt cut console area
- Wiring provision, for outside mirrors and cargo side mirrors
- Flasher system, headlamp and taillamp, DRL compatible with control wire
- Calibration, taillamp flasher, Red/White
- Calibration, taillamp flasher, Red/Red

Exterior

- Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel (STD)
- Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit (STD)
- Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap
- Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit
- Tire carrier, lockable outside spare, winch-type mounted under frame at rear
- Fascia, front high-approach angle with recovery hook openings, but does not include hooks
- Luggage rack side rails, delete
- Assist steps, Black
- Headlamps, LED
- Tail lamps, LED
- Mirrors, outside heated power-adjustable, manual-folding, body-color
- Mirror caps, body-color
- Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)
- Glass, acoustic, laminated
- Glass, windshield shade band

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[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (9) (Complete)

Exterior

- Windshield, solar absorbing
- Wipers, front intermittent, Rainsense
- Wiper, rear intermittent with washer
- Exterior ornamentation delete (front & rear Chevrolet bowties will remain)
- Door handles, body-color
- Liftgate, rear manual

Entertainment

- Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration (STD)
- Audio system feature, 6-speaker system
- Bluetooth for phone personal cell phone connectivity to vehicle audio system
- 5G Wi-Fi Hotspot capable (Requires (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.)
- Wi-Fi Hotspot capable (Requires (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.)
- SiriusXM, delete
- Wireless Apple CarPlay/Wireless Android Auto

Interior

- Seats, front 40/20/40 split-bench (STD)
- Seat trim, cloth
- Seat adjuster, driver 8-way power
- Seat adjuster, front passenger 6-way power
- Seat adjuster, driver 2-way power lumbar
- Seat adjuster, front passenger 2-way power lumbar
- Seats, second row 60/40 split-folding bench, manual
- Seat delete, third row passenger (Deletes rear storage compartment.)
- Floor covering, Black rubberized vinyl (Deleted when (B30) floor covering is ordered.)
- Electronic Precision Shift
- Steering column lock, electrical
- Steering column, manual tilt and telescopic
- Steering wheel, vinyl

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[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (9) (✔ Complete)

Interior	
	Steering wheel controls, mounted audio, Driver Information Center, Adaptive Cruise Control, Forward Collision Alert following gap button and heated steering wheel (when equipped)
	Speedometer calibration
	Driver Information Center, 11" diagonal multi-color digital display
	Instrumentation, analog with certified 140 mph speedometer, odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer
	Door locks, power programmable with lockout protection. Auto Lockout is disabled on driver door.
	Keyless Open includes extended range Remote Keyless Entry
	Key, unique (Deleted when (AU7) fleet common key is ordered.
	Remote start
	Window, power with driver Express-Up/Down
	Window, power with front passenger Express-Up/Down
	Windows, power with rear Express-Down
	Cruise control, electronic with set and resume speed
	Universal Vehicle Module
	Theft-deterrent system, electrical, unauthorized entry
	Theft-deterrent system, vehicle, PASS-Key III
	Display, automatic occupant sensing
	USB ports, 2 type-A and C, charge and data, located on front console
	USB ports, 2 type-C, charge-only, located in third row
	Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants
	Air conditioning, rear
	Defogger, rear-window electric
	Power outlets, 2, 120-volt, located on the rear of the center console and rear cargo area (NOTE: When ordered with (9C1) Police Package or (5W4) Special Service Package, the location of the outlets will change from the rear of the center console to the rear of the center seat.)
	Power supply, 50-amp, power supply, auxiliary battery, passenger compartment wiring harness
	Power supply, 100-amp, auxiliary battery, rear electrical center
	Power supply, 120-amp, (4) 30-amp circuit, Primary battery, relay controlled, passenger compartment harness wiring
	Mirror, inside rearview manual day/night
	Visors, driver and front passenger illuminated vanity mirrors, sliding

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[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (9) (✔ Complete)

Interior

- Assist handles, overhead, driver and front passenger, located in headliner
- Assist handles, front passenger A-pillar and second row outboard B-pillar
- Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions
- Calibration, Surveillance Mode interior lighting
- Lock control, driver side auto door lock disable

Safety-Mechanical

- StabiliTrak, stability control system with brake assist, includes traction control

Safety-Interior

- Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for all rows in outboard seating positions (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Seat belts, 3-point, all seating positions
- Active Hill Hold Assist
- OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
- HD Surround Vision (Enables and includes Surround Vision Recorder.)
- Rear Camera Washer
- Rear Pedestrian Alert
- Rear Parking Assist
- Rear Seat Reminder
- Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu (Defaulted off. Feature can be turned on in the infotainment menu.)
- Door locks, rear child security, manual
- LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats lower anchors and top tethers located in all second-row seating positions, top tethers located in third row seating positions
- Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

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[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (9) (✔ Complete)

Safety-Interior

Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)

Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

Processing-Other

Protected idle allows vehicle engine to remain idling and vehicle immobilized while FOB is outside vehicle

WARRANTY

Warranty Note: <<< Preliminary 2026 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: 3.0L & 6.6L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: 3.0L & 6.6L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Maintenance Note: First Visit: 12 Months/12,000 Miles



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California Police Cars

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[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (9) ( Complete)

Note:Photo may not represent exact vehicle or selected equipment.

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Gilroy Police Department

Prepared For: Walter Dunckel

[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (25)



Table of Contents



California Police Cars

Mekhai Sta Rosa | (707) 639-9073 | fleet@fairfieldchevrolet.net

- Dealership Information
- Quote Worksheet
- Weight Rating
- Technical Specifications
- Selected Model and Options
- Standard Equipment
- Vehicle Image

California Police Cars

Prepared By:

Mekhai Sta Rosa
California Police Cars
(707) 639-9073
fleet@fairfieldchevrolet.net

Quote Worksheet

		MSRP
Base Price		\$56,500.00
Dest Charge		\$2,595.00
Total Options		\$1,397.00
Subtotal		\$60,492.00
Doc Fee		\$85.00
Upfit		\$29,508.00
Subtotal Pre-Tax Adjustments		\$29,593.00
Less Customer Discount		\$0.00
Subtotal Discount		\$0.00
Trade-In		\$0.00
Subtotal Trade-In		\$0.00
Taxable Price		\$90,085.00
Sales Tax	9.75%	\$8,783.29
Subtotal Taxes		\$8,783.29

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[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (25) (✔ Complete)

Tire Fee	\$8.75
EVR Fee	\$37.00
Subtotal Post-Tax Adjustments	\$45.75
Total Sales Price	\$98,914.04

Dealer Signature / Date

Customer Signature / Date

Weight Ratings

WEIGHT RATINGS	
Front Gross Axle Weight Rating:	3700 lbs
Rear Gross Axle Weight Rating:	4300 lbs
Gross Vehicle Weight Rating:	7600.00 lbs

Technical Specifications

Powertrain			
Transmission			
Drivetrain	Four Wheel Drive	Trans Order Code	MHS
Trans Type	10	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	N/A
Second Gear Ratio (:1)	N/A	Third Gear Ratio (:1)	N/A
Fourth Gear Ratio (:1)	N/A	Fifth Gear Ratio (:1)	N/A
Sixth Gear Ratio (:1)	N/A	Reverse Ratio (:1)	N/A
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	N/A
Transfer Case Gear Ratio (:1), High	1	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	N/A	Seventh Gear Ratio (:1)	N/A
Eighth Gear Ratio (:1)	N/A	Ninth Gear Ratio (:1)	N/A
Tenth Gear Ratio (:1)	N/A		
Mileage			
EPA Fuel Economy Est - Hwy	N/A	Cruising Range - City	N/A
EPA Fuel Economy Est - City	N/A	Fuel Economy Est-Combined	N/A

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[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (25) (✔ Complete)

Powertrain

Mileage

Cruising Range - Hwy	N/A	Estimated Battery Range	N/A
----------------------	-----	-------------------------	-----

Engine

Engine Order Code	L84	Engine Type	Gas V8
Displacement	5.3L/-TBD-	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	355 @ 5600	SAE Net Torque @ RPM	383 @ 4100
Engine Oil Cooler	Yes		

Electrical

Cold Cranking Amps @ 0° F (Primary)	850	Cold Cranking Amps @ 0° F (2nd)	N/A
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	250

Cooling System

Total Cooling System Capacity	N/A
-------------------------------	-----

Traction Battery

Usable/net Traction Battery Capacity (kWh)	N/A	Gross Traction Battery Capacity (kWh)	N/A
--	-----	---------------------------------------	-----

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	N/A	EPA Greenhouse Gas Score	N/A
--	-----	--------------------------	-----

Vehicle

Rear Door Type	Liftgate
----------------	----------

Chassis

Weight Information

Standard Weight - Front	7.00 lbs	Standard Weight - Rear	2.00 lbs
Base Curb Weight	N/A	Gross Axle Wt Rating - Front	3700 lbs
Gross Axle Wt Rating - Rear	4300 lbs	Curb Weight - Front	2870 lbs
Curb Weight - Rear	2710 lbs	Option Weight - Front	30.00 lbs
Option Weight - Rear	-110.00 lbs	Reserve Axle Capacity - Front	793.00 lbs

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[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (25) (✔ Complete)

Chassis

Weight Information

Reserve Axle Capacity - Rear	1698.00 lbs	As Spec'd Curb Weight	5509.00 lbs
As Spec'd Payload	2091.00 lbs	Maximum Payload Capacity	2020.00 lbs
Gross Combined Wt Rating	14000 lbs	Gross Axle Weight Rating	8000.00 lbs
Curb Weight	5580.00 lbs	Reserve Axle Capacity	2491.00 lbs
Total Option Weight	-80.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	7600.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	7700 lbs	Wt Distributing Hitch - Max Tongue Wt.	770 lbs
Fifth Wheel Hitch - Max Trailer Wt.	N/A	Fifth Wheel Hitch - Max Tongue Wt.	N/A
Maximum Trailering Capacity	8200 lbs		

Frame

Frame Type	N/A	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

Suspension

Suspension Type - Front	Independent	Suspension Type - Rear	Multi-Link
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	N/A	Axle Type - Rear	N/A
Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A
Axle Ratio (:1) - Front	3.23	Axle Ratio (:1) - Rear	3.23
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	XCS	Rear Tire Order Code	XCS
Spare Tire Order Code	RAV	Front Tire Size	275/55R20SL
Rear Tire Size	275/55R20SL	Spare Tire Size	P275/55R20

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[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (25) (✔ Complete)

Chassis

Tires

Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	20 x 9 in	Rear Wheel Size	20 x 9 in
Spare Wheel Size	17 x -TBD- in	Front Wheel Material	Aluminum
Rear Wheel Material	Aluminum	Spare Wheel Material	Steel

Steering

Steering Type	Pwr	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	39.5 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	N/A
Rear Brake Rotor Diam x Thickness	N/A	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	24 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	6	Front Head Room	42.3 in
Front Leg Room	44.5 in	Front Shoulder Room	65.6 in
Front Hip Room	61.5 in	Second Head Room	38.9 in
Second Leg Room	42.0 in	Second Shoulder Room	64.6 in

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[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (25) (✔ Complete)

Dimensions

Interior Dimensions

Second Hip Room	61.3 in	Third Head Room	38.2 in
Third Leg Room	34.9 in	Third Shoulder Room	62.7 in
Third Hip Room	49.4 in		

Exterior Dimensions

Wheelbase	120.9 in	Length, Overall w/rear bumper	N/A
Length, Overall	211.3 in	Width, Max w/o mirrors	81 in
Height, Overall	N/A	Overhang, Front	N/A
Overhang, Rear w/o bumper	N/A	Front Bumper to Back of Cab	N/A
Cab to Axle	N/A	Cab to End of Frame	N/A
Ground to Top of Load Floor	N/A	Ground to Top of Frame	N/A
Frame Width, Rear	N/A	Ground Clearance, Front	N/A
Ground Clearance, Rear	N/A	Body Length	0.00 ft
Rear Door Opening Height	N/A	Rear Door Opening Width	N/A
Side Door Opening Height	N/A	Side Door Opening Width	N/A
Step Up Height - Front	N/A	Step Up Height - Side	N/A
Cab to Body	N/A		

Cargo Area Dimensions

Cargo Area Length @ Floor to Console	N/A	Cargo Area Length @ Floor to Seat 1	N/A
Cargo Area Length @ Floor to Seat 2	N/A	Cargo Area Length @ Floor to Seat 3	N/A
Cargo Box Width @ Top, Rear	N/A	Cargo Area Width @ Beltline	N/A
Cargo Box Width @ Floor	N/A	Cargo Box Width @ Wheelhousings	49.5 in
Cargo Box (Area) Height	N/A	Tailgate Width	N/A
Cargo Volume	N/A	Cargo Volume to Seat 1	122.7 ft³
Cargo Volume to Seat 2	72.5 ft³	Cargo Volume to Seat 3	25.5 ft³
Cargo Volume to Seat 4	N/A	Ext'd Cab Cargo Volume	N/A

Exterior

Doors

Side Door Type	N/A
----------------	-----

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[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (25) (Complete)

Exterior

Doors

Selected Model and Options

MODEL				
CODE	MODEL	MSRP		
CK10706	2025 Chevrolet Tahoe 4WD 4dr Commercial	\$56,500.00		

COLORS	
CODE	DESCRIPTION
	Black

OPTIONS				
	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
	Active Hill Hold Assist (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
	Seat belts, 3-point, all seating positions (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
	Capless Fuel Fill (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
	Protected idle allows vehicle engine to remain idling and vehicle immobilized while FOB is outside vehicle (Included and only available (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
	Instrumentation, analog with certified 140 mph speedometer, odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
	Exterior ornamentation delete (front & rear Chevrolet bowties will remain) (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
	Power supply, 100-amp, auxiliary battery, passenger compartment wiring harness (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
	Power supply, 120-amp, (4) 30-amp circuit, Primary battery, relay controlled, passenger compartment harness wiring (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.

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California Police Cars

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[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (25) (✔ Complete)

OPTIONS				
	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
	Power supply, 50-amp, power supply, auxiliary battery, passenger compartment wiring harness (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
	Theft-deterrent system, vehicle, PASS-Key III (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
	Commercial Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs	\$0.00
	Calibration, Surveillance Mode interior lighting (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
	Calibration, taillamp flasher, Red/White (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
	Calibration, taillamp flasher, Red/Red (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
	Seats, front cloth and second row vinyl (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle. On 4WD model, not available with (A50) front bucket seats.)	0.00 lbs	0.00 lbs	Inc.
	Front center seat (20% seat) delete power driver and passenger bucket seats in base cloth trim. Derived from RPO (AZ3) 40/20/40 split-bench seat with the 20% section removed, which also removes the auxiliary power outlet, USB port and input jack for audio system. Does not include a floor console. All exposed floor area will remain untrimmed. (On 4WD model, requires (9C1) Police Vehicle or (5W4) Special Service Vehicle. Not available with (A50) front bucket seats or (B30) color-keyed carpeting floor covering. (UBD) 2 type-A and C, charge and data USB ports and (KI4) 2, 120-volt power outlets are bundled and shipped loose when ordered for upfitter installation.)	0.00 lbs	0.00 lbs	\$0.00
	Lighting, red and white front auxiliary dome Red and white LED auxiliary dome lamp is located on headliner between front row seats. The auxiliary lamp is wired independently from standard dome lamp (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	\$170.00

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OPTIONS				
	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
	Fleet Calibration provides a single key with a specific code that is common to the door locks of all the vehicles in the vehicle fleet. Key code is an alternate to SEO (6E8) complete vehicle fleet common key. NOTE: NOT COMPATIBLE with previous model years (Requires (AMF) Remote Keyless Entry Package. Includes (AU7) fleet common key with (9C1) Police Vehicle or (5W4) Special Service Vehicle. Not available with SEO (6E8) Fleet Calibration.)	0.00 lbs	0.00 lbs	\$25.00
	Wiring, grille lamps and siren speakers (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	\$92.00
	Wiring, horn and siren circuit (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	\$55.00
	Flasher system, headlamp and taillamp, DRL compatible with control wire (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
	Spotlamp, left-hand (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle. Not available with SEO (7X2) left and right-hand spotlamps.)	0.00 lbs	0.00 lbs	\$800.00
	Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) 275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20" steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires, (V53) delete luggage rack side rails and (ATD) third row seat delete) (Also includes (NP0) active single-speed transfer case.) *Upon selection of this option the base price will change*	0.00 lbs	0.00 lbs	\$0.00
	Headlamps, Daytime Running Lamps and automatic headlamp control delete (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	\$50.00
	Remote Keyless Entry Package includes 4 additional transmitters, NOTE: programming of remotes is at customer's expense. Programming remotes is not a warranty expense (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
	Seat delete, third row (Included and only available with (9C1) Police Package or (5W4) Special Service Package.)	11.00 lbs	-119.00 lbs	Inc.

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California Police Cars

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[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (25) (✔ Complete)

OPTIONS				
	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
	Key common, fleet (Included and only available with SEO (6E2) Fleet Calibration or SEO (6E8) Fleet Calibration and requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
	Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for all rows in outboard seating positions (Included and only available with (9C1) Police Vehicle or (5W4) Special Services Vehicle.)	-1.00 lbs	0.00 lbs	Inc.
	Seats, front 40/20/40 split-bench (Included and only available with (9C1) Police Vehicle and (5W4) Special Service Vehicle.)	4.00 lbs	3.00 lbs	Inc.
	Lock control, driver side auto door lock disable (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
	Remote start (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
	GVWR, 7600 lbs. (3447 kg) (4WD models only.) (STD)	0.00 lbs	0.00 lbs	Inc.
	Black	0.00 lbs	0.00 lbs	\$0.00
	Rear axle, 3.23 ratio	0.00 lbs	0.00 lbs	\$0.00
	Jet Black, Cloth seat trim (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	\$0.00
	Cruise control, electronic with set and resume speed (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
	Battery, 850 cold-cranking amps with 95 amp hour rating (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	8.00 lbs	0.00 lbs	Inc.
	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating (packaged behind left rear cargo area panel) (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
	Alternator, 250 amps (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	1.00 lbs	0.00 lbs	Inc.
	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)	0.00 lbs	0.00 lbs	\$0.00

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[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (25) (✔ Complete)

OPTIONS				
	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
	Emissions, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont, Virginia and Washington state requirements	0.00 lbs	0.00 lbs	\$0.00
	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel (Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs	Inc.
	Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit (Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs	Inc.
	Skid plate, front (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	6.00 lbs	6.00 lbs	Inc.
	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap (Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs	Inc.
	Wiring provision, for outside mirrors and cargo side mirrors (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
	Rear Parking Assist (Included and only available with (9C1) Police Vehicle and (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
	Radio Suppression Package, with ground straps (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	\$95.00
	Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration (STD)	0.00 lbs	0.00 lbs	\$0.00
	Ground wires, blunt cut cargo area and blunt cut console area (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
	Theft-deterrent system content, disable, the alarm and horn become non-functional in an attempt of theft to the vehicle (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	\$50.00
	Luggage rack side rails, delete (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Package.)	0.00 lbs	0.00 lbs	Inc.

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[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (25) (✔ Complete)

OPTIONS				
	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
	Recovery hooks, 2 front, frame-mounted, Black (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle. Required on all models going to Alaska, Guam, Hawaii, Puerto Rico and Virgin Islands. All Tahoe (9C1) and (5W4) vehicles include front fascia with recovery hook openings.)	0.00 lbs	0.00 lbs	Inc.
	License plate front mounting package (Included on orders with ship -to-states that require a front license plate.)	1.00 lbs	0.00 lbs	\$0.00
	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly (Included with SEO (6J8) White Left/White Right Whelen LED Lamp Package, SEO (6J9) Red Left/Red Right Whelen LED Lamp Package, SEO (6JE) Blue Left/Blue Right Whelen LED Lamp Package, SEO (6JG) Red Left/Blue Right Whelen LED Lamp Package, SEO (6C7) red and white front auxiliary dome lighting, SEO (6N6) door locks and handles, SEO (7X2) left- and right-hand spotlamps, SEO (7X3) left -hand spotlamp, SEO (T53) alternate flashing Red & Blue rear compartment lid warning lamps, SEO (UN9) Radio Suppression Package, SEO (6J3) grille lamps and siren speakers wiring, SEO (6J4) horn and siren circuit wiring and SEO (WX7) auxiliary speaker wiring.)	0.00 lbs	0.00 lbs	\$0.00
	Speedometer calibration (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
	Fascia, front high-approach angle (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
	Wiring, auxiliary speaker. For upfitter connection to front door and windshield pillar speakers. (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	\$60.00
	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit (Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs	Inc.
	Suspension Package, heavy-duty, police-rated. Full independent suspension with monotube dampers, linear coil springs, 35mm solid front stabilizer bar and 32mm hollow rear stabilizer bar (Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs	Inc.
Options Total		30.00 lbs	-110.00 lbs	\$1,397.00

Standard Equipment

Mechanical

Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)

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[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (25) (✔ Complete)

Mechanical

Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)
Rear axle, 3.23 ratio
Suspension, Premium Smooth Ride
GVR, 7600 lbs. (3447 kg) (4WD models only.) (STD)
Keyless start, push button
Automatic Stop/Start (Not available when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)
Engine control, stop/start system disable button, non-latching (Not available when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)
Engine air filtration monitor
Fuel, gasoline, E15
Transfer case, active, single-speed, electronic Autotrac does not include neutral. Cannot be dinghy towed
Differential, mechanical limited-slip
4-wheel drive
Air filter, heavy-duty
Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator
Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil
Alternator, 220 amps (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
Trailer equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver
Trailer sway control
Hitch Guidance
Suspension, front coil-over-shock with stabilizer bar
Suspension, rear multi-link with coil springs
Steering, power
Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
Exhaust, single system, single-outlet
Mechanical Jack with tools

Exterior

Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)
Tires, 265/65R18SL all-season, blackwall (Standard with (RCV) 18" Bright Silver painted aluminum wheels only.) (STD)

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[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (25) (✔ Complete)

Exterior

Wheel, full-size spare, 17" (43.2 cm) steel
Tire, spare P265/70R17 all-season, blackwall
Tire carrier, lockable outside spare, winch-type mounted under frame at rear
Active aero shutters, upper
Fascia, front
Luggage rack side rails, roof-mounted, Black, standard (Available with (5W4) Special Services Vehicle.)
Assist steps, Black with chrome accent strip
Headlamps, LED
Tail lamps, LED
Mirrors, outside heated power-adjustable, manual-folding, body-color
Mirror caps, body-color
Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)
Glass, acoustic, laminated
Glass, windshield shade band
Windshield, solar absorbing
Wipers, front intermittent, Rainsense
Wiper, rear intermittent with washer
Door handles, body-color
Liftgate, rear manual

Entertainment

Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration (STD)
Audio system feature, 6-speaker system
Bluetooth for phone personal cell phone connectivity to vehicle audio system
5G Wi-Fi Hotspot capable (Requires (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.)
Wi-Fi Hotspot capable (Requires (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.)
SiriusXM, delete
Wireless Apple CarPlay/Wireless Android Auto

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[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (25) (✔ Complete)

Interior

- Seats, front bucket (4WD only. When ordered with (9C1) Police Vehicle, requires (PQA) 1FL Safety Package and (UDA) OnStar deactivated. Includes (D07) floor console. Not available with SEO (5Y1) front center seat delete or SEO (5T5) front cloth and second row vinyl seats.)
- Seat adjuster, driver 8-way power
- Seat adjuster, front passenger 6-way power
- Seat adjuster, front passenger 8-way power
- Seat adjuster, driver 2-way power lumbar
- Seat adjuster, front passenger 2-way power lumbar
- Seats, second row 60/40 split-folding bench, manual
- Seats, third row 60/40 split-folding bench, manual (Not available with (9C1) Police Package or (5W4) Special Service Package.)
- Floor covering, Black rubberized vinyl (Deleted when (B30) floor covering is ordered.)
- Electronic Precision Shift
- Steering column lock, electrical
- Steering column, manual tilt and telescopic
- Steering wheel, vinyl
- Steering wheel controls, mounted audio, Driver Information Center, Adaptive Cruise Control, Forward Collision Alert following gap button and heated steering wheel (when equipped)
- Driver Information Center, 11" diagonal multi-color digital display
- Door locks, power programmable with lockout protection and delayed locking
- Keyless Open includes extended range Remote Keyless Entry
- Window, power with driver Express-Up/Down
- Window, power with front passenger Express-Up/Down
- Windows, power with rear Express-Down
- Adaptive Cruise Control (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
- Universal Vehicle Module
- Theft-deterrent system, electrical, unauthorized entry
- Display, automatic occupant sensing (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
- Wireless Phone Charging, for portable devices
- USB ports, 2 type-A and C, charge and data, located on front console
- USB ports, 2 type-C, charge-only, located in third row
- Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants

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Interior

- Air conditioning, rear
- Defogger, rear-window electric
- Power outlets, 2, 120-volt, located on the rear of the center console and rear cargo area
- Sill plates, bright, front and rear door
- Mirror, inside rearview manual day/night
- Visors, driver and front passenger illuminated vanity mirrors, sliding
- Assist handles, overhead, driver and front passenger, located in headliner
- Assist handles, front passenger A-pillar and second row outboard B-pillar
- Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions
- Cargo management system
- Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Interior

- Forward Collision Alert (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)
- Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Driver inboard seat-mounted side-impact airbag; Head-curtain airbags for all rows in outboard seating positions (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Hill Start Assist
- OnStar Services capable (On 4WD model, deleted when (UDA) OnStar deactivated is ordered. See onstar.com for details and limitations. Services vary by model. Service plan required.)
- Enhanced Automatic Parking Assist (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
- HD Surround Vision
- Rear Camera Washer
- Rear Pedestrian Alert
- Forward Collision Alert (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)
- Safety Alert Seat
- Rear Seat Reminder
- Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu (Defaulted off. Feature can be turned on in the infotainment menu.)

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Safety-Interior
Door locks, rear child security, manual
LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats lower anchors and top tethers located in all second-row seating positions, top tethers located in third row seating positions
Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)
Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on
OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

Safety-Mechanical
Enhanced Automatic Emergency Braking
Reverse Automatic Braking (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
StabiliTrak, stability control system with brake assist, includes traction control

WARRANTY
Warranty Note: <<< Preliminary 2025 Warranty >>> Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles Corrosion Years (Rust-Through): 6 Corrosion Years: 3 Corrosion Miles/km (Rust-Through): 100,000 Corrosion Miles/km: 36,000 Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000 Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles Maintenance Note: First Visit: 12 Months/12,000 Miles

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Data Version: 29465. Data Updated: Aug 31, 2026 6:48:00 PM UTC.



California Police Cars

Mekhai Sta Rosa | (707) 639-9073 | fleet@fairfieldchevrolet.net

[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (25) (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

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Data Version: 29465. Data Updated: Aug 31, 2026 6:48:00 PM UTC.



City of Gilroy

STAFF REPORT

Agenda Item Title: Reappropriate \$17,462.89 of Fiscal Year 2026 Economic Development Program Expenses to Fiscal Year 2027 for Downtown Tree Light Repairs

Meeting Date: September 14, 2026

From: Matt Morley, City Administrator

Department: Economic Development

Submitted by: Raissa de la Rosa, Economic Development Director

Prepared by: Bryan Rodriguez, Management Analyst Trainee

STRATEGIC PLAN GOALS: Promote Economic Development Activities
Maintain and Improve City Infrastructure

RECOMMENDATION

Adopt a Resolution authorizing the reappropriation of \$17,462.89 in unspent Fiscal Year 2026 Economic Development Program funds to the Fiscal Year 2027 operating budget for downtown tree light repairs.

EXECUTIVE SUMMARY

In April 2023, the City installed decorative tree lighting in the downtown corridor to support place making and economic development. The two-year warranty for those lights expired in April 2025. A recent inspection revealed that lights on 43 of the 63 illuminated trees are now either damaged, vandalized, or completely non-functional. Staff solicited quotes to restore the lighting and received a lowest responsible estimate of \$19,000 to replace the damaged materials and perform the necessary labor. To cover this cost without requesting new general fund funding, staff recommends reappropriating \$17,462.89 in unspent Fiscal Year 2026 Economic Development funds into the Fiscal Year 2027 budget. If approved, this action will provide a fully funded project budget with an 18% contingency, allowing staff to maximize available funding.

BACKGROUND

In April 2023, the City partnered with the Downtown Gilroy Business Association to install decorative tree lighting aimed at supporting place making and economic development in the downtown corridor. The lighting spans Monterey Road from Fourth Street to Seventh Street, as well as Sixth Street between Egleberry Street and Railroad Alley. These lights carried a two-year warranty following installation, which expired in April 2025.

In June 2026, staff observed that several of the tree lights were no longer functioning due to general wear, damage, and vandalism. A subsequent comprehensive inspection of the 63 illuminated trees revealed that lights on 16 trees were completely out, 27 sustained visible damage, and only 20 remained in good working condition. While staff initiated the process to address these maintenance issues, they were unable to formally secure a repair agreement prior to the close of Fiscal Year 2026.

ANALYSIS

Staff solicited quotes from qualified contractors to perform the necessary repairs, with the lowest responsible estimate coming in at \$19,000. The project scope encompasses all labor and materials required for the restoration, including the purchase of new lighting equipment, the replacement of light strings and mini light bulbs, and the installation of string light rectifier adapter plugs. Although the project was temporarily paused to address other competing operational priorities, staff has recently reengaged the contractor and is actively working to finalize the service agreement.

This effort directly supports the City Council's strategic priority of promoting Economic Development. Building upon other recent downtown enhancements, such as the reinstatement of the Downtown sidewalk power washing program and the installation of new decorative flower baskets, the tree lighting repairs will further contribute to vital place making efforts in the downtown corridor. Staff anticipates these improvements will significantly enhance the aesthetic appeal and welcoming atmosphere of downtown, providing a positive impact for local businesses and visitors as we approach the holiday season and experience earlier evening sunsets.

ALTERNATIVES

Alternatively, the City Council could elect not to authorize the reappropriation of funds. Should the Council choose this direction, the project will still proceed, utilizing anticipated savings in the Fiscal Year 2027 Economic Development operating budget for funding.

FISCAL IMPACT/FUNDING SOURCE

The adopted budget includes an annual allocation of \$5,000 for tree light maintenance

within the Economic Development Program Expenses account (1001570-52610) for both Fiscal Year 2026 and Fiscal Year 2027. At the conclusion of Fiscal Year 2026, the Economic Development program realized an unexpended appropriation balance of \$17,462.89. This request relies solely on previously allocated funds and does not require additional general fund funding.

To fully fund the necessary lighting restorations, staff requests authorization to reappropriate the \$17,462.89 in unspent Fiscal Year 2026 funds into Fiscal Year 2027. Combined with the existing Fiscal Year 2027 allocation of \$5,000, this action will provide a total of \$22,462.89 in available project funding. This amount fully covers the estimated \$19,000 base repair cost while establishing a contingency of \$3,462.89 (18%) to address any unforeseen issues during the project. Any remaining unused funds will be retained in the Economic Development program expense account and could be used for additional repairs for the remainder of the fiscal year.

PUBLIC OUTREACH

N/A

NEXT STEPS

Staff will finalize and execute a service agreement with a contractor. We will then coordinate closely with the vendor to ensure the repair and restoration of the downtown tree lighting is completed as promptly as possible.

Attachments:

1. Attachment 1 - Resolution Amending the Budget for the City of Gilroy for the Fiscal Year 2026-27

RESOLUTION NO. 2026-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF GILROY AMENDING THE BUDGET FOR THE FISCAL
YEAR 2026-2027 AND REAPPROPRIATING UNSPENT
ECONOMIC DEVELOPMENT FUNDS**

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

WHEREAS, the City Administrator proposes amending the Fiscal Year 2026-27 budget to reappropriate \$17,462.89 in unspent Economic Development Program Expenses (1001570-52610) from Fiscal Year 2026 to Fiscal Year 2027 in the same account; and

WHEREAS, the City Council has carefully examined and considered the same and is satisfied with said budget amendment.

NOW, THEREFORE, BE IT RESOLVED it is hereby ordered that said proposed budget amendment for Fiscal Year 2027 is approved.

PASSED AND ADOPTED this 14th day of September 2026 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

CERTIFICATE OF THE CLERK

I, **KIM MANCERA**, City Clerk of the City of Gilroy, do hereby certify that the attached **Resolution No. 2026-XX** is an original resolution, or true and correct copy of a City Resolution, duly adopted by the Council of the City of Gilroy at a Regular Meeting of said Council held on **Monday, September 14, 2026**, with a quorum present.

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

Kim Mancera
City Clerk of the City of Gilroy





City of Gilroy

STAFF REPORT

Agenda Item Title: Letter in Support of Assembly Bill 1761: Improving the Energy Bill Transparency

Meeting Date: September 14, 2026
 From: Matt Morley, City Administrator
 Department: Administration
 Submitted by: Harjot Sangha, Assistant City Administrator
 Prepared by: Harjot Sangha, Assistant City Administrator

STRATEGIC PLAN GOALS:

RECOMMENDATION

Approval and authorization for the Mayor to sign and transmit the letter of support for AB 1761 (Rogers).

EXECUTIVE SUMMARY

Silicon Valley Clean Energy (SVCE), the community choice energy provider serving Gilroy electricity customers, has requested that the City support AB 1761 (Rogers). The bill would require Pacific Gas & Electric (PG&E) and the California Public Utilities Commission (CPUC) to disclose the data, assumptions, and methodologies used to calculate the Power Charge Indifference Adjustment (PCIA), a charge that appears on nearly all California electricity bills, including those of Gilroy residents and businesses served by SVCE.

AB 1761 passed the Legislature with broad, bipartisan support (Assembly: 61–8; Senate: 40–0; Assembly concurrence: 65–9) and was enrolled and presented to the Governor on September 3, 2026. The California Community Choice Association (CalCCA) sponsors it, and the California Cities Association (Cal Cities), the Cities Association of Santa Clara County, and SVCE also support it. Because the bill is awaiting gubernatorial action, staff is bringing this item forward now for Council consideration so that a letter of support can be transmitted while it may still influence the Governor's decision.

BACKGROUND

The City currently has no adopted Council policy on procedures for considering positions on federal, state, or regional legislation. In some cases, as requested, staff have brought these requests to Council for consideration on an ad hoc basis.

ANALYSIS

The bill improves energy bill transparency. The bill would amend the Public Utilities Code to require the CPUC and investor-owned utilities such as PG&E to disclose all data, cost inputs, forecasting assumptions, and methodologies used to calculate the PCIA and related nonbypassable charges. It would also require that any party proposing changes to the PCIA in a CPUC proceeding disclose the underlying data supporting that proposal. Sensitive or confidential information would remain protected through CPUC-approved nondisclosure agreements, consistent with existing practice in other regulatory contexts.

The PCIA is charged to customers who receive generation service from a CCA, like SVCE, or an energy service provider, to cover their share of legacy power costs incurred by the utility. Because there is currently no consistent standard for what supporting data utilities and the CPUC must disclose when the PCIA is set, CCAs and their customers cannot independently verify whether the charge is calculated correctly. Greater transparency is intended to reduce the risk of undetected errors, help CCAs forecast rate impacts, and reduce the frequency of disputes that must be resolved by the CPUC on a case-by-case basis.

For additional information, please see AB 1761 Fact Sheet (Attachment 1) and Draft Letter of Support (Attachment 2).

ALTERNATIVES

Council could elect not to approve the Letter of Support for AB1761.

FISCAL IMPACT/FUNDING SOURCE

Authorizing and transmitting the letter of support has no direct fiscal impact on the City. Staff time associated with preparing and sending the letter is absorbed within the existing appropriations and work plan.

PUBLIC OUTREACH

NEXT STEPS

Pending Council approval, staff will draft the letter for the Mayor to sign and transmit to the Governor's office.

Attachments:

1. Attachment 1 - Fact Sheet
2. Attachment 2 - Letter of Support



Assembly Bill 1761 – Improving Energy Bill Transparency

Updated: February 18, 2026

Bill Summary

AB 1761 improves transparency to how the Power Charge Indifference Adjustment (PCIA), a charge on nearly all energy bills, is calculated.

Background

Electricity bills in California are on the rise, in part due to challenging market conditions and outdated and inefficient regulatory policies. Families and businesses are feeling the impact. Lawmakers and regulators need practical, consumer-focused solutions that ensure customers do not pay more than their fair share.

One tool to ensure customers receive energy bills that are fair and accurate is increased transparency in how PCIA charges are calculated. The PCIA is a fee designed to ensure customers who leave utility generation service, like customers of a Community Choice Aggregator (CCA) or Energy Service Provider (ESP), pay their portion of legacy power costs. But since the PCIA was implemented, there has been no consistent standard for what data must be made available in any California Public Utilities Commission (CPUC) process or proceeding where the PCIA, or a related charge, is set.

Problem

CCAs, ESPs, and their customers must pay the PCIA charge but often lack access to the data, assumptions, and methods used to set it. This transparency problem leads to disputes, inefficiencies, and unexpected rate impacts for customers. More specifically:

- Disclosures vary by utility and by CPUC proceeding, resulting in repeated fights between CCAs and Investor-Owned Utilities (IOUs) over data access and increased administrative inefficiencies as the CPUC resolves disputes on a case-by-case basis.
- Utilities sometimes make mistakes. In a 2019 PG&E proceeding, CalCCA identified \$73 million in errors (including a \$16 million increase for CCA customers). In a recent proceeding, PG&E identified an accounting error that would have cost CCA customers \$217 million.
- In an ongoing PCIA Rulemaking, the Commission withheld information on the evidence underlying their proposal and the rate impacts of a proposed change. The CPUC did not respond to a Public Records Act request for the information.

Without adequate transparency, CCAs and ESPs are unable to verify the accuracy of the PCIA charges that their customers must pay and cannot confidently forecast rates – both of which are affordability tools needed to protect customers from unexpected rate increases.

Solution

AB 1761 proposes amending the Public Utilities Code to require the CPUC and IOUs to disclose all data used to calculate PCIA costs, including cost inputs, forecasting assumptions, and methodologies. The bill would also ensure that when parties make proposals in a proceeding to change the PCIA they provide all the underlying data informing that proposal. Sensitive information would remain protected through Commission-approved nondisclosure agreements – a practice already used to protect sensitive information in other compliance areas.

Greater transparency allows CCAs and ESPs to better advocate for their customers and assess proposals to change the PCIA. It also can inform cost forecasts and shield customers from sudden rate swings. It reduces repeated fights over information, improves regulatory efficiency, and encourages utilities to verify calculations since the underlying data would be open to review. Costs to implement the proposal are miniscule, as most of this information already exists, while the benefits for rate, accuracy, stability, and consumer protection are substantial. This proposal strengthens confidence that customers pay their fair share — and not more.

For More Information:

Logan Pitts, Legislative Director

Logan.Pitts@asm.ca.gov

(916) 319-2002

Support

California Community Choice Association-
CalCCA(sponsor)



City of Gilroy Mayor's Office

City Hall
7351 Rosanna Street
Gilroy, California
95020-6197

Greg Bozzo, Mayor
Greg.Bozzo@cityofgilroy.org
City Hall Office (408) 846-0227
Cell Phone (408) 465-6032
www.cityofgilroy.org

September 15, 2026

The Honorable Gavin Newsom
Governor of California
1021 O Street, Suite 9000
Sacramento, CA 95814

RE: AB 1761 (Rogers) – Support

Dear Governor Newsom:

On behalf of the City of Gilroy, a member agency of Silicon Valley Clean Energy (SVCE), I write to support and respectfully request your signature on AB 1761 by Assemblymember Chris Rogers (D-Santa Rosa), a measure that supports energy affordability by improving transparency in how the Power Charge Indifference Adjustment (PCIA) – a charge on nearly all California electricity bills – is calculated.

Electricity bills in California are rising, in part due to challenging market conditions and outdated, inefficient regulatory policies. Gilroy families and businesses are feeling this impact. Affordability is a priority for our community, and we believe lawmakers and regulators need practical, consumer-focused solutions that ensure customers pay only their fair share.

Increased transparency in how PCIA charges are calculated is one such solution. The PCIA is designed to ensure that customers who receive generation service from a community choice aggregator (CCA) or energy service provider, such as SVCE, which serves Gilroy, pay their share of legacy power costs. However, there has been no consistent standard for what data must be disclosed in the California Public Utilities Commission (CPUC) proceedings that set the PCIA. Without that data, CCAs and their customers cannot verify that the charge is calculated correctly or confidently forecast future rate impacts.

AB 1761 would amend the Public Utilities Code to require the CPUC and investor-owned utilities to disclose the data, cost inputs, forecasting assumptions, and methodologies used to calculate the PCIA, while protecting sensitive information through Commission-approved nondisclosure agreements – an approach already used elsewhere in CPUC practice. This transparency will help prevent the costly calculation errors that have previously affected CCA customers, reduce disputes that would otherwise be resolved case by case by the Commission, and give CCAs like SVCE the information they need to protect ratepayers from unexpected rate swings.

For these reasons, the City of Gilroy strongly supports AB 1761 and respectfully requests your approval. Thank you for your consideration.

Sincerely,

Greg Bozzo
Mayor, City of Gilroy



City of Gilroy

STAFF REPORT

Agenda Item Title: Introduction of an Ordinance of the City Council of the City of Gilroy Amending Specified Provisions of Article VIII of Chapter 13 of the Gilroy City Code Relating to Tobacco Retailer Permits, Compliance, Enforcement, and Penalties

Meeting Date: September 14, 2026
 From: Matt Morley, City Administrator
 Department: Community Development
 Submitted by: Sharon Goei, Community Development Director
 Prepared by: Bryce Atkins, Deputy Director of Community Development

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

1. Motion to read the ordinance by title only and waive further reading;
2. Introduce an Ordinance of the City Council of the City of Gilroy amending specified provisions of Article VIII of Chapter 13 of the Gilroy City Code relating to Tobacco Retailer Permits, compliance, enforcement, and penalties.

EXECUTIVE SUMMARY

Council is requested to introduce an ordinance that would provide expanded definitions and enforcement options for the City to utilize in addressing violations of the Tobacco Retailer Permit requirements. The proposed edits were presented to Council at the June 1, 2026, regular Council meeting, and no changes to the proposed language were directed. As such, staff is bringing before the Council the attached ordinance for introduction to effectuate the changes to the Gilroy City Code.

BACKGROUND

Article VIII of Chapter 13 of the Gilroy City Code establishes the City's Tobacco Retailer

Permit (TRP) program. The program requires a person operating as a tobacco retailer within the City to obtain and maintain a valid permit for each location and establishes operating requirements, application and renewal procedures, compliance monitoring, penalties, and suspension or revocation procedures.

The City Council included review of tobacco and smoking regulations in its Legislative Agenda adopted in 2025. At the August 4, 2025, regular meeting, Council considered potential revisions to the City's Smoking Pollution Control regulations and the TRP program and directed staff to pursue further analysis of tobacco retailer density and flavored tobacco restrictions. During the broader review, concerns regarding smoke shops and enforcement were also raised, and a moratorium on the issuance of tobacco retailer permits proceeded in parallel with the policy work.

On May 4, 2026, staff returned to Council with analysis of density-based restrictions, flavored tobacco regulations, and TRP program administration. As summarized in the June 1, 2026 staff report, Council directed staff to evaluate stronger enforcement measures, with particular attention to violations of state and federal law, including illegal drug sales, and to consider protections for youth-sensitive facilities.

On June 1, 2026, staff presented draft amendments to Article VIII of Chapter 13 for Council review. That draft was intended to strengthen the City's ability to address illegal products, controlled substances, unlawful business activity, nuisance conditions, and attempts to evade enforcement, while retaining a coordinated multi-department approach to administration and enforcement of the TRP program.

Following that review process, staff has prepared the attached ordinance for formal introduction. The ordinance before Council is focused on enforcement and compliance enhancements. It does not establish any of the tobacco retailer policies considered previously.

ANALYSIS

Based on the prior Council review, the attached ordinance makes targeted, section-specific amendments to Article VIII of Chapter 13 rather than repealing and replacing the entire TRP article. The amendments are intended to provide clearer standards and a broader range of enforcement tools when unlawful products, nuisance activity, or other serious violations occur at a permitted tobacco retailer. The principal amendments are summarized below:

Definitions and regulated activity.

Section 13.66 would add definitions for "chronic nuisance tobacco retailer," "controlled substance," "drug paraphernalia," and "illegal product," and would expand the definition of smoking paraphernalia. The new definitions are intended to provide a clearer basis for enforcement involving unlawful cannabis products, untaxed or prohibited tobacco products, controlled substances, unlawful drug paraphernalia, repeated nuisance

activity, and other unlawful products or conduct.

Application disclosures and permit issuance.

Section 13.69 would require identification of owners, operators, managers, financial beneficiaries, and persons with direct or indirect control over business operations, together with proof of other required local, state, and federal permits and licenses. Section 13.70 would authorize denial of a permit for a location previously determined to constitute a chronic nuisance tobacco retailer unless the applicant demonstrates substantial corrective measures and a lack of association with the prior unlawful activity.

Compliance inspections.

Section 13.74 would expressly authorize announced or unannounced inspections for compliance with the TRP article and applicable law, including review for illegal products, controlled substances, untaxed tobacco products, drug paraphernalia, nuisance conditions, permit conditions, and unlawful business operations. Failure to permit a lawful inspection would constitute a separate violation and grounds for suspension or revocation.

Expanded enforcement remedies.

Sections 13.75 and 13.77 would clarify that the City may use administrative citations, injunctive relief, nuisance abatement, enforcement cost recovery, temporary restraining orders, preliminary injunctions, and other cumulative remedies. The amendments would also make violations of permit conditions, compliance agreements, security plans, or corrective action plans separate violations and would allow nuisance remedies against a property owner who knowingly permits continued unlawful tobacco retailing or nuisance activity after written notice from the City.

Civil penalties, suspension, revocation, and corrective measures.

Section 13.78 would broaden the circumstances in which existing civil penalties and permit suspension or revocation may be imposed so that the enforcement framework is not limited to a narrow category of tobacco-sales violations. The ordinance retains the existing escalating civil penalty amounts of \$1,000, \$2,500, and \$5,000, while authorizing additional measures such as corrective action plans, employee retraining, enhanced inspections, and security or operational conditions. The City may consider the totality of circumstances, including prior violations, nuisance activity, police service calls, criminal activity, cooperation, corrective action, and severity of the violation when determining penalties.

Emergency summary suspension.

A new emergency suspension provision in Section 13.78 would allow the City Administrator, Police Chief, Finance Director, or designee to immediately suspend a TRP when continued operation presents an immediate threat to public health, safety, or welfare. Examples include controlled substance activity, unlawful cannabis products, repeated sales of illegal products, violence or weapons-related activity, human trafficking activity, or chronic nuisance activity. Written notice is required as soon as

reasonably practicable, and a post-deprivation administrative hearing must be scheduled within fifteen business days unless waived by the permittee.

Sham transfers and enforcement cost recovery.

Sections 13.79 and new Section 13.83 would authorize the City to address concealment, fraudulent ownership restructuring, sham transfers, or other transactions intended to evade enforcement. The ordinance identifies factors that may be considered when determining whether a transfer is not an arm's length transaction, including retention of employees or inventory, continued branding or operations, familial or financial relationships, transfers during active enforcement, and shared financial interests or operational control. Section 13.80 would also authorize recovery of specified enforcement, investigation, nuisance abatement, storage, seizure, and destruction costs where authorized by law.

The proposed ordinance does not change the department designated to receive TRP applications. Consistent with the June 1, 2026 staff report, administration and enforcement will continue through coordinated work among the departments involved in the TRP program. The ordinance also renumbers the existing nondiscrimination provision as Section 13.84 to accommodate the new sham-transfer section.

ALTERNATIVES

Council may choose to amend the proposed ordinance, decline to introduce it, or direct staff to return with additional revisions. Substantive changes may require staff to return with a revised ordinance for future Council consideration.

FISCAL IMPACT/FUNDING SOURCE

A minimal cost for legal advertising associated with the ordinance introduction and adoption process will be incurred within budgeted appropriations. No additional appropriation is anticipated for implementation of the proposed regulations. The ordinance also expressly authorizes recovery of certain administrative enforcement, investigation, nuisance abatement, storage, seizure, and destruction costs where authorized by law.

PUBLIC OUTREACH

The broader tobacco policy review has been discussed during the City Council's strategic planning process and at publicly noticed Council meetings, including August 4, 2025, May 4, 2026, and June 1, 2026. This ordinance is being presented as a publicly noticed City Council item for introduction. The attached staff reports and draft ordinance have been made available as part of the public agenda materials.

NEXT STEPS

If introduced, the ordinance will return to the City Council at a subsequent meeting for adoption. Pursuant to Section 608 of the City Charter, the ordinance would take effect thirty (30) days after adoption. Following adoption, staff will update TRP application, compliance, and enforcement procedures as necessary to implement the amended provisions and will continue coordinated administration of the TRP program.

Attachments:

1. Ordinance Amending Chapter 13; Article VIII (Draft)
2. Code Language Redline Edits (Draft)

ORDINANCE NO. 2026-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GILROY AMENDING SPECIFIED PROVISIONS OF ARTICLE VIII OF CHAPTER 13 OF THE GILROY CITY CODE RELATING TO TOBACCO RETAILER PERMITS, COMPLIANCE, ENFORCEMENT, AND PENALTIES

WHEREAS, Article VIII of Chapter 13 of the Gilroy City Code establishes a local permit process for tobacco retailers and requires persons acting as tobacco retailers within the City to obtain and maintain a valid tobacco retailer permit; and

WHEREAS, the purpose of the City's tobacco retailer permit regulations is to promote compliance with tobacco control laws and City business standards and to protect the public health, safety, and welfare; and

WHEREAS, the City Council desires to strengthen the City's tobacco retailer permit regulations by clarifying regulated products and nuisance activity, expanding permit application disclosures and compliance inspection authority, broadening available enforcement remedies and penalties, authorizing emergency summary suspension in circumstances presenting an immediate threat to public health, safety, or welfare, and prohibiting sham transfers intended to evade enforcement; and

WHEREAS, the City Council finds that the amendments contained in this Ordinance will further the public health, safety, and welfare by improving the City's ability to address illegal products, controlled substance activity, nuisance activity, unlawful business operations, and other violations occurring in connection with tobacco retailing.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GILROY DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I. Recitals.

The City Council has duly considered the full record before it, which may include but is not limited to the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to the City Council. The recitals set forth above are found to be true and correct and are incorporated herein by reference.

SECTION II. Amendment of Gilroy City Code Section 13.66.

Section 13.66 of Article VIII of Chapter 13 of the Gilroy City Code is hereby amended by adding the definitions of “Chronic nuisance tobacco retailer,” “Controlled substance,” “Drug paraphernalia,” and “Illegal product,” and by amending the definition of “Smoking paraphernalia,” to read as follows:

“Chronic nuisance tobacco retailer” means a tobacco retailer location at which three or more qualifying incidents occur within any twenty-four-month (24-month) period. Qualifying incidents include, but are not limited to, unlawful sales of illegal products, controlled substance activity, repeated code violations, violent criminal activity, unlawful gambling activity, repeated police service calls, repeated nuisance violations, or

violations of this chapter.

“Controlled substance” shall have the same meaning set forth in the California Health and Safety Code Section 11007, as may be amended.

“Drug paraphernalia” shall have the same meaning set forth in California Health and Safety Code Section 11364.5, as may be amended.

“Illegal product” means any product prohibited by local, state, or federal law to be possessed, displayed, distributed, or sold, including but not limited to illegal cannabis products, counterfeit tobacco products, untaxed tobacco products, prohibited flavored tobacco products, nitrous oxide products sold in violation of law, controlled substances, or unlawful drug paraphernalia.

“Smoking paraphernalia” means tobacco paraphernalia, electronic smoking devices, electronic smoking device paraphernalia, or any item marketed, displayed, possessed for sale, or sold in connection with the inhalation, ingestion, consumption, preparation, packaging, concealment, or use of tobacco products, nicotine products, cannabis products, controlled substances, or intoxicating substances, to the extent permitted by state law.

SECTION III. Amendment of Gilroy City Code Section 13.68.

Subsection (i)(1) of Section 13.68 of the Gilroy City Code is hereby amended to read as follows:

(1) Except as provided in this section, no new tobacco retailer permit may be issued to authorize tobacco retailing within one thousand (1,000) feet of a school as measured by a straight line from the nearest point of the property line of the parcel on which the school is located to the nearest point of the property line on which the applicant’s business is located. For purposes of this section, “school” means a private or public elementary, middle, junior high or high school, or any combination of such schools.

SECTION IV. Amendment of Gilroy City Code Section 13.69.

Subsection (a) of Section 13.69 of the Gilroy City Code is hereby amended by adding new subsections (9) and (10) to read as follows:

(9) Identification of all owners, operators, managers, financial beneficiaries, and persons with direct or indirect control over the business operations.

(10) Proof of possession of all other applicable permits and licenses required by local, state, and federal law.

SECTION V. Amendment of Gilroy City Code Section 13.70.

Section 13.70 of the Gilroy City Code is hereby amended by adding a new subsection (e) to read as follows:

(e) The application seeks authorization for a location previously determined to constitute a chronic nuisance tobacco retailer, unless the applicant establishes by clear and convincing evidence that substantial corrective measures have been implemented, and

that the applicant is not associated with prior unlawful activity.

SECTION VI. Amendment of Gilroy City Code Section 13.71.

Subsection (b)(2) of Section 13.71 of the Gilroy City Code is hereby amended to read as follows:

- (2) Submit a signed affidavit affirming that the proprietor, operator, and/or manager:
- a. Has not sold and will not sell any tobacco product or tobacco paraphernalia after the permit expiration date and before the permit is renewed; or
 - b. Has waited the appropriate ineligibility period established for tobacco retailing without a permit, as set forth in section 13.82, before seeking renewal of the permit.

SECTION VII. Amendment of Gilroy City Code Section 13.74.

Section 13.74 of the Gilroy City Code is hereby amended by adding new subsections (d) and (e) to read as follows:

- (d) The city may conduct announced or unannounced compliance inspections to determine compliance with this chapter and applicable law, including inspections relating to illegal products, controlled substances, untaxed tobacco products, drug paraphernalia, nuisance conditions, permit conditions, and unlawful business operations.
- (e) Failure to permit lawful inspection authorized by this chapter constitutes an independent violation of this chapter and grounds for permit suspension or revocation.

SECTION VIII. Amendment of Gilroy City Code Section 13.75.

Section 13.75 of the Gilroy City Code is hereby amended by adding a new subsection (e) to read as follows:

- (e) In addition to all other remedies authorized by this chapter, the City may issue administrative citations, seek injunctive relief, pursue nuisance abatement, recover enforcement costs, and seek temporary restraining orders or preliminary injunctions to prevent unlawful tobacco retailing operations.

SECTION IX. Amendment of Gilroy City Code Section 13.77.

The introductory paragraph of Section 13.77 of the Gilroy City Code is hereby amended to read as follows:

In the course of tobacco retailing or in the operation of the business or maintenance of the location for which a permit has been issued, it shall be a violation of this article for a permittee, or any of the permittee's agents or employees, to violate any local, state, or federal law applicable to tobacco products, tobacco paraphernalia, tobacco retailing, illegal products, cannabis products, controlled substances, untaxed tobacco products, prohibited flavored tobacco products, drug paraphernalia, gambling devices, nuisance activity, or other unlawful business operations occurring on the premises.

Section 13.77 is further amended by adding new subsections (h), (i), and (j) to read as follows:

(h) A violation of any permit condition, operational requirement, compliance agreement, security plan, or corrective action plan imposed pursuant to this chapter shall constitute a separate violation of this chapter.

(i) A property owner who, after written notice from the City, knowingly permits continued unlawful tobacco retailing activity or nuisance activity on property owned by the property owner may be subject to nuisance abatement proceedings and any other remedies authorized by law.

(j) The remedies provided by this chapter are cumulative, and the city may pursue any combination of administrative, civil, equitable, or criminal remedies authorized by law.

SECTION X. Amendment of Gilroy City Code Section 13.78.

Section 13.78 of the Gilroy City Code is hereby amended to read as follows:

13.78 Civil penalties, suspension or revocation of permit.

A permit issued contrary to this article, contrary to any other law, or on the basis of false or misleading information supplied by a proprietor may be suspended or revoked pursuant to section 13.80. Nothing in this article shall be construed to vest in any person obtaining and maintaining a tobacco retailer's permit any status or right to act as a tobacco retailer in contravention of any provision of law.

In addition to any other penalty authorized by this article or by other laws, civil penalties shall be imposed as set forth below. In addition, a tobacco retailer's permit may be suspended and/or revoked as set forth below if any court of competent jurisdiction determines, or the city finds based on a preponderance of the evidence, after the permittee is afforded notice and an opportunity to be heard pursuant to section 13.80, that the permittee, proprietor, operator, manager, employee, or any of the permittee's agents has violated:

- (1) any provision of this chapter;
- (2) any permit condition or compliance agreement;
- (3) any local, state, or federal law relating to tobacco products, cannabis products, controlled substances, untaxed tobacco products, drug paraphernalia, gambling devices, public nuisances, or unlawful business operations occurring on the premises; or
- (4) any law involving fraud, misrepresentation, concealment, or unlawful transfer of ownership relating to the permitted business.

Penalties shall be as follows:

- (a) After a first violation at a location, a civil penalty of one thousand dollars (\$1,000) shall be imposed. In addition, the city may suspend the tobacco retailer permit for a period no less than thirty (30) calendar days;
- (b) After a second violation at a location within a sixty (60) month period, a civil

penalty of two thousand five hundred dollars (\$2,500) shall be imposed. In addition, the city may suspend the tobacco retailer permit for a period no less than sixty (60) calendar days;

(c) After a third violation at a location within a sixty (60) month period, a civil penalty of five thousand dollars (\$5,000) shall be imposed. In addition, the city may revoke the tobacco retailer permit.

(d) In addition to the above penalties, the city may impose one or more of the following concurrently with the civil penalties and suspension:

- (1) Administrative penalties;
- (2) Mandatory corrective action plans;
- (3) Mandatory employee retraining;
- (4) Enhanced inspection requirements; or
- (5) Security or operational conditions.

(e) The city may consider the totality of circumstances, including prior code violations, nuisance activity, police service calls, criminal activity, cooperation with investigators, corrective actions, and the severity of violations when determining penalties.

(f) Emergency Summary Suspension.

(1) Where the City Administrator, Police Chief, Finance Director, or designee determines that continued operation of a tobacco retailer presents an immediate threat to public health, safety, or welfare, the City may immediately suspend the tobacco retailer permit pending an administrative hearing.

(2) Grounds for emergency suspension may include, but are not limited to:

- (i) Sales or possession of controlled substances;
- (ii) Sales or possession of unlawful cannabis products;
- (iii) Repeated sales of illegal products;
- (iv) Violence or weapons-related activity;
- (v) Human trafficking activity; or
- (vi) Chronic nuisance activity.

(3) Written notice of emergency suspension shall be provided as soon as reasonably practicable.

(4) A post-deprivation administrative hearing shall be scheduled within fifteen (15) business days of the effective date of the emergency suspension unless waived by the permittee.

SECTION XI. Amendment of Gilroy City Code Section 13.79.

Section 13.79 of the Gilroy City Code is hereby amended by adding a new final paragraph to read as follows:

A permit may also be revoked if the City determines that the permit was obtained through concealment, sham transfer, fraudulent ownership restructuring, or any transaction intended to evade enforcement of this chapter.

SECTION XII. Amendment of Gilroy City Code Section 13.80.

Section 13.80 of the Gilroy City Code is hereby amended by adding a new final paragraph to read as follows:

The City may recover administrative enforcement costs, investigation costs, nuisance abatement costs, attorneys' fees where authorized by law, storage costs, and costs associated with seizure and destruction of illegal products.

SECTION XIII. Amendment of Gilroy City Code Section 13.82.

Subsections (a) and (b) of Section 13.82 of the Gilroy City Code are hereby amended to read as follows:

- (a) After a first revocation at a location within any sixty (60) month period, no new permit may be issued for the location until one (1) calendar year has passed from the date of revocation.
- (b) After a second or more revocations at a location within any sixty (60) month period, no new permit may be issued for the location until ten (10) calendar years have passed from the date of the most recent revocation.

SECTION XIV. Addition of Gilroy City Code Section 13.83.

A new Section 13.83 is hereby added to Article VIII of Chapter 13 of the Gilroy City Code to read as follows:

13.83 Sham transfers prohibited.

- (a) No person shall transfer or attempt to transfer ownership or operational control of a tobacco retailer for the purpose of evading enforcement of this chapter.
- (b) Among relevant evidence that may be considered, the following circumstances may constitute rebuttable evidence that a transfer is not an arm's length transaction:
 - (1) Retention of substantially the same employees;
 - (2) Retention of substantially the same inventory;
 - (3) Continued use of substantially the same business name, branding, fixtures, or operations;
 - (4) Familial, financial, or managerial relationships between prior and subsequent operators;

- (5) Transfers occurring during active enforcement proceedings; or
- (6) Shared financial interests or operational control.
- (c) The City may deny, suspend, or revoke permits based upon sham transfers or attempts to evade enforcement.

SECTION XV. Renumbering of Gilroy City Code Section 13.83.

Existing Section 13.83 of the Gilroy City Code, entitled “Nondiscrimination,” is hereby renumbered as Section 13.84, without substantive change, to read as follows:

13.84 Nondiscrimination.

No person shall discharge, refuse to hire, or in any manner discriminate against any employee or applicant for employment because such employee or applicant exercises any rights afforded by this article.

SECTION XVI. Severability.

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Gilroy hereby declares that it would have passed and adopted this ordinance, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases may be declared invalid or unconstitutional.

SECTION XVII. Effective Date.

Pursuant to section 608 of the Charter of the City of Gilroy, this ordinance shall be in full force and effect thirty (30) days from and after the date it is adopted.

PASSED AND ADOPTED this 5th day of October, 2026, 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

CERTIFICATE OF THE CLERK

I, **Kim Mancera**, City Clerk of the City of Gilroy, do hereby certify that the attached **Ordinance No. 2026-XX** is an original ordinance, or a true and correct copy of a City Ordinance, duly adopted by the Council of the City of Gilroy at a Regular Meeting of said Council held on **Monday, October 5, 2026**, with a quorum present.

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

Kim Mancera

City Clerk of the City of Gilroy



13.66 Definitions.

The following words and phrases, whenever used in this article, shall be construed as defined in this section:

“Arm’s length transaction” means a sale in good faith and for valuable consideration that reflects the fair market value in the open market between two (2) informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for which a significant purpose is avoiding the effect of the violations of this article is not an arm’s length transaction.

“Chronic nuisance tobacco retailer” means a tobacco retailer location at which three or more qualifying incidents occur within any twenty-four-month (24-month) period. Qualifying incidents include, but are not limited to, unlawful sales of illegal products, controlled substance activity, repeated code violations, violent criminal activity, unlawful gambling activity, repeated police service calls, repeated nuisance violations, or violations of this chapter.

“City” means the City of Gilroy and each of its officers and employees designated to enforce or administer the provisions of this article.

“Controlled substance” shall have the same meaning set forth in the California Health and Safety Code Section 11007, as may be amended.

“Drug paraphernalia” shall have the same meaning set forth in California Health and Safety Code Section 11364.5, as may be amended.

“Electronic smoking device” means an electronic and/or battery-operated device, the use of which may resemble smoking, which can be used to deliver an inhaled dose of nicotine or other substances. “Electronic smoking device” includes any such electronic smoking device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor. “Electronic smoking device” does not include any product specifically approved by the United States Food and Drug Administration for use in the mitigation, treatment, or prevention of disease.

“Electronic smoking device paraphernalia” means cartridges, cartomizers, e-liquid, smoke juice, tips, atomizers, electronic smoking device batteries, electronic smoking device chargers, and any other item specifically designed for the preparation, charging, or use of electronic smoking devices.

“Illegal product” means any product prohibited by local, state, or federal law to be possessed, displayed, distributed, or sold, including but not limited to illegal cannabis products, counterfeit tobacco products, untaxed tobacco products, prohibited flavored tobacco products, nitrous oxide products sold in violation of law, controlled substances, or unlawful drug paraphernalia

“Permittee” means a tobacco retailer or their authorized representative and/or employee with a valid tobacco retailer’s permit.

“Person” means any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

“Proprietor” means a person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a person has a ten percent (10%) or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a person can or does have or share ultimate control over the day-to-day operations of a business.

“Self-service display” means the open display or storage of tobacco products or tobacco paraphernalia in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct person-to-person transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a form of self-service display.

“Smoking” means possessing a lighted tobacco product, lighted tobacco paraphernalia, or any other lighted weed or plant (including a lighted pipe, cigar, hookah pipe, or cigarette of any kind) and means the lighting of a tobacco product, tobacco paraphernalia, or any other weed or plant (including a pipe, cigar, hookah pipe, or cigarette of any kind).

“Smoking paraphernalia” means tobacco paraphernalia, electronic smoking devices, ~~and~~ electronic smoking device paraphernalia, or any item marketed, displayed, possessed for sale, or sold in connection with the inhalation, ingestion, consumption, preparation, packaging, concealment, or use of tobacco products, nicotine products, cannabis products, controlled substances, or intoxicating substances, to the extent permitted by state law.

“Tobacco paraphernalia” means cigarette papers or wrappers, pipes, holders of smoking materials of all types, cigarette rolling machines, and any other item designed for the smoking, preparation, storing, or consumption of tobacco products.

“Tobacco product” means any substance containing tobacco leaf, including but not limited to cigarettes, cigars, pipe tobacco, hookah tobacco, snuff, chewing tobacco, dipping tobacco, snus, bidis, or any other preparation of tobacco; and any product or formulation of matter containing biologically active amounts of nicotine that is manufactured, sold, offered for sale, or otherwise distributed with the expectation that the product or matter will be introduced into the human body, but does not include any cessation product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco dependence.

“Tobacco retailer” means any person who sells, offers for sale, or does or offers to exchange for any form of consideration tobacco, tobacco products or tobacco paraphernalia. “Tobacco retailing” shall mean the doing of any of these things. This definition is without regard to the quantity of tobacco, tobacco products, or tobacco paraphernalia sold, offered for sale, exchanged, or offered for exchange. (Ord. No. 2014-14, § 1, 11-17-14)

13.67 Purpose.

This article is intended to set forth a local permit process for tobacco retailers to ensure that retailers comply with tobacco control laws and city business standards to protect the public health, safety and welfare. Individuals who wish to act as a tobacco retailer within the city must first obtain and maintain a valid tobacco retailer's permit pursuant to these provisions for each location at which that activity is to occur. It is the responsibility of each proprietor to be informed of all laws applicable to tobacco retailing, including those laws affecting the issuance of a tobacco retailer's permit. (Ord. No. 2014-14, § 1, 11-17-14)

13.68 General regulations.

Every person within the city who operates as a tobacco retailer is required to obtain and maintain a valid tobacco retailer's permit. Every person within the city who operates as a tobacco retailer with a valid tobacco retailer's permit shall comply with each of the following conditions:

- (a) Location. Tobacco retailing activities shall be conducted at a fixed location and within the enclosed area of the tenant space completely accessible to the general public during the hours of business operation;
- (b) Display of Permit. Each tobacco retailer permit shall be prominently displayed in a publicly visible location at the permitted location;
- (c) Minimum Age for Persons Selling Tobacco. No person who is younger than the minimum age established by state law for the purchase or possession of tobacco products shall engage in tobacco retailing;
- (d) Minimum Age for the Purchase of Tobacco. No person engaged in tobacco retailing shall sell or transfer tobacco products or tobacco paraphernalia to a person whose legal age is under minimum age established by state law for the purchase or possession of tobacco products;
- (e) Positive Identification Required. Persons engaged in tobacco retailing may not sell or transfer a tobacco product or tobacco paraphernalia to another person who appears to be under the age of twenty-seven (27) years without first examining the identification of the recipient to confirm that the recipient is at least the minimum age under state law to purchase and possess a tobacco product or tobacco paraphernalia;
- (f) On-Site Smoking Prohibited. Persons engaged in tobacco retailing shall not permit smoking inside or in any adjacent outdoor area owned, leased, or operated in the permitted premises. In addition, no person engaged in tobacco retailing shall permit smoking within twenty (20) feet of any doorway, window, opening, or other vent into the permitted premises. Further, no person engaged in tobacco retailing shall permit the presence or placement of usable ash receptacles within the permitted premises, such as ashtrays or ash cans;
- (g) Self-Service Displays Prohibited. Tobacco retailing by means of a self-service display is prohibited;
- (h) Permit Nontransferable. A tobacco retailer's permit may not be transferred from one (1) person to another or from one (1) location to another. A new tobacco retailer's permit is required whenever the proprietor(s) of a tobacco retailing location change; and
- (i) Tobacco retailing is prohibited near schools as follows:
 - (1) Except as provided in this section, no new tobacco retailer permit may be issued to authorize tobacco retailing within one thousand (1,000) feet of a school as measured by a straight line from the nearest point of property line of the parcel on which the school is located to the nearest point of the property line on which the applicant's business is located. For purposes of this section, "school" means a private or public elementary, middle, junior high or high school, or any combination of such schools.
 - (2) A tobacco retailer operating lawfully on the effective date of the ordinance codified in this article is exempt from this requirement.
 - (3) The sale to another individual, through an arm's length transaction, of a tobacco retail business operating lawfully on the effective date of the ordinance codified in this article is exempt from this requirement. The new owner of such business is required to apply for and obtain a new tobacco retailer's permit. (Ord. No. 2014-14, § 1, 11-17-14)

13.69 Application procedure.

All applications shall be submitted on a form supplied by the City of Gilroy finance department and shall contain all of the following information:

(a) Application Materials.

- (1) The name, address, and telephone number of each proprietor of the business seeking a permit;
- (2) The business name, address, and telephone number of the single fixed location for which a permit is sought;
- (3) A single name and mailing address authorized by each proprietor to receive all communications and notices (the “authorized address”) required by, authorized by, or convenient to the enforcement of this article. If an authorized address is not supplied, each proprietor shall be understood to consent to the provision of notice at the business address specified in subsection (a)(2) of this section;
- (4) Proof that the location for which a tobacco retailer’s permit is sought has been issued a valid state tobacco retailer’s permit by the California Board of Equalization;
- (5) Whether or not any proprietor or any agent of the proprietor has admitted violating, or has been found to have violated, this article and, if so, the dates and locations of all such violations within the previous five (5) years;
- (6) The application shall be signed by each proprietor or an authorized agent thereof;
- (7) Such other information as the city deems necessary for the administration or enforcement of this article as specified on the application form required by this section; and
- (8) Proof of annual employee training, and proof of new employee training to the satisfaction of the finance director.

(9) Identification of all owners, operators, managers, financial beneficiaries, and persons with direct or indirect control over the business operations.

(10) Proof of possession of all other applicable permits and licenses required by local, state, and federal law.

(b) A permitted tobacco retailer shall inform the city in writing of any change in the information submitted on an application for a tobacco retailer’s permit within ten (10) business days of a change.

(c) All information specified in an application pursuant to this section shall be subject to disclosure under the California Public Records Act (California Government Code Section 6250 et seq.) or any other applicable law, subject to the law’s exemptions. (Ord. No. 2014-14, § 1, 11-17-14)

13.70 Issuance of permit.

Upon the receipt of a complete application for a tobacco retailer's permit and the permit fee required by this article, the city shall issue a permit, except as otherwise provided in this article. The term of a tobacco retailer permit is one (1) year and may be renewed annually. A permit will not be issued if substantial evidence demonstrates that one (1) or more of the following exists:

- (a) The information presented in the application is inaccurate or false. Intentionally supplying inaccurate or false information shall be a violation of this article;
- (b) The application seeks authorization for tobacco retailing at a location for which a tobacco retailer permit has been denied pursuant to this article. However, this subsection shall not constitute a basis for denial of a permit if the applicant provides the city with documentation demonstrating by clear and convincing evidence that the applicant has acquired or is acquiring the location or business in an arm's length transaction, and is not associated with the previous applicant in any way;
- (c) The application seeks authorization for tobacco retailing for a proprietor to whom this article prohibits a permit to be issued; or
- (d) The application seeks authorization for tobacco retailing that is prohibited pursuant to this article (e.g., mobile vending), that is unlawful pursuant to the Gilroy Municipal Code, or that is unlawful pursuant to any other law. (Ord. No. 2014-14, § 1, 11-17-14)

(e) The application seeks authorization for a location previously determined to constitute a chronic nuisance tobacco retailer, unless the applicant establishes by clear and convincing evidence that substantial corrective measures have been implemented, and that the applicant is not associated with prior unlawful activity.

13.71 Permit renewal and expiration.

(a) Renewal of Permit. Each tobacco retailer shall apply for a renewal of the tobacco retailer's permit and submit the permit fee no later than thirty (30) days prior to expiration of the term. A tobacco retailer's permit is invalid if the appropriate fee has not been paid in full or if the term of the permit has expired.

(b) Expiration of Permit. A tobacco retailer's permit not timely renewed shall expire at the end of its term. To renew a permit not timely renewed pursuant to subsection (a) of this section, the proprietor must:

(1) Submit the permit fee and application renewal form; and

(2) Submit a signed affidavit affirming that the proprietor, operator, and/or manager:

a. Has not sold and will not sell any tobacco product or tobacco paraphernalia after the permit expiration date and before the permit is renewed; or

b. Has waited the appropriate ineligibility period established for tobacco retailing without a permit, as set forth in section 13.82, before seeking renewal of the permit. (Ord. No. 2014-14, § 1, 11-17-14)

13.72 Fee for permit.

(a) The fee to issue or to renew a tobacco retailer's permit shall be established from time to time by resolution of the city council. The fee shall be calculated so as to recover any amount up to the cost of administration of this article, including, for example, issuing a permit and administering the permit program, but shall not exceed the cost of the regulatory program, which includes enforcement and training authorized by this article. Fees are nonrefundable except as may be required by law.

(b) All fees and civil penalties collected pursuant to this article shall be maintained in a separate city account to be used to implement this article, such as enforcement or training purposes. (Ord. No. 2014-14, § 1, 11-17-14)

13.73 Permit conveys a limited, conditional privilege.

13.73 Permit conveys a limited, conditional privilege.

(a) Nothing in this article shall be construed to grant any person obtaining and maintaining a tobacco retailer's permit any status or right other than the limited conditional privilege to act as a tobacco retailer at the location in the city identified on the face of the permit.

(b) Nothing in this article shall be construed to render inapplicable, supersede, or apply in lieu of any other provision of applicable law, including but not limited to any provision of this Code limitation, the Gilroy Municipal Code, or any condition or limitation on smoking in an enclosed place of employment pursuant to California Labor Code Section 6404.5. For example, obtaining a tobacco retailer permit does not make the retailer a "retail or wholesale tobacco shop" for the purposes of California Labor Code Section 6404.5. (Ord. No. 2014-14, § 1, 11-17-14)

13.74 Compliance monitoring.

(a) Compliance with this article shall be monitored by the city. Any peace officer may enforce the penal provisions of this article. The city may designate any number of additional persons to monitor compliance with this article.

(b) Inspections may be conducted so as to allow the city to determine, at a minimum, if a tobacco retailer is conducting business in a manner that complies with laws regulating youth access to tobacco products and paraphernalia.

(c) The city shall not enforce any law establishing a minimum age for tobacco purchasers or possession against a purchaser of tobacco that otherwise might be in violation of such law because of the person's age if the potential violation occurs when:

(1) The purchaser (hereinafter referred to as "youth decoy") is participating in a compliance check supervised by a peace officer or a code enforcement official of the city;

(2) The youth decoy is acting as an agent of a person designated by the city to monitor compliance with this article; or

(3) The youth decoy is participating in a compliance check funded in part, either directly or indirectly through subcontracting, by the Santa Clara County department of health or the California Department of Health Services. (Ord. No. 2014-14, § 1, 11-17-14)

(d) The city may conduct announced or unannounced compliance inspections to determine compliance with this chapter and applicable law, including inspections relating to illegal products, controlled substances, untaxed tobacco products, drug paraphernalia, nuisance conditions, permit conditions, and unlawful business operations.

(e) Failure to permit lawful inspection authorized by this chapter constitutes an independent violation of this chapter and grounds for permit suspension or revocation.

13.75 Tobacco retailing without a permit.

(a) In addition to any other penalty authorized by law, if a court of competent jurisdiction determines, or the city finds based on a preponderance of evidence, after notice and an opportunity to be heard consistent with section 13.81 et seq., that any person has engaged in tobacco retailing at a location without a valid tobacco retailer's permit, either directly or through the person's agents or employees, the person shall be ineligible to apply for, or to be issued, a tobacco retailing permit as follows:

(1) After a first violation of this section at a location within any sixty (60) month period, no tobacco retailer permit shall be issued for the person or the location (unless ownership of the business at the location has been transferred in an arm's length transaction), until thirty (30) days have passed from the date of the violation;

(2) After a second violation of this section at a location within any sixty (60) month period, no tobacco retailer permit shall be issued for the person or the location (unless ownership of the business at the location has been transferred in an arm's length transaction), until one (1) calendar year has passed from the date of the second violation;

(3) After a third or subsequent violation of this section at a location within any sixty (60) month period, no new permit may be issued for the person or the location (unless ownership of the business at the location has been transferred in an arm's length transaction), until five (5) calendar years have passed from the date of the most recent violation.

(b) Notwithstanding any other provision of this article, prior violations at a location shall continue to be counted against a location and permit ineligibility periods shall continue to apply to a location unless:

(1) The location has been fully transferred to a new proprietor(s); and

(2) The new proprietor(s) provides the city with clear and convincing evidence that the new proprietor(s) has acquired or is acquiring the location in an arm's length transaction, and is not associated with the prior proprietor(s) in any way.

(c) Tobacco products and tobacco paraphernalia offered for sale or exchange in violation of this section are subject to seizure by the city or any peace officer and shall be forfeited after the person, the person's agents or employees, or any other owner of the tobacco products and tobacco paraphernalia seized is given reasonable notice and an opportunity, consistent with section 13.80, to demonstrate that the tobacco products and tobacco paraphernalia were not offered for sale or exchange in violation of this article. The decision by the city may be appealed pursuant to section 13.81. Forfeited tobacco products and tobacco paraphernalia may be destroyed after all internal appeals have been exhausted and the time in which to seek judicial review pursuant to California Code of Civil Procedure Section 1094.6 or other applicable law has expired without the filing of lawsuit or, if such a suit is filed, after judgment in that suit becomes final.

(d) For the purposes of the civil remedies provided in this article:

(1) Each day on which a tobacco product or tobacco paraphernalia is offered for sale in violation of this article constitutes a separate violation; or

(2) Each individual retail tobacco product and each individual retail item of tobacco paraphernalia that is distributed, sold, or offered for sale in violation of this article constitutes a separate violation. (Ord. No. 2014-14, § 1, 11-17-14)

(e) In addition to all other remedies authorized by this chapter, the City may issue administrative citations, seek injunctive relief, pursue nuisance abatement, recover enforcement costs, and seek temporary restraining orders or preliminary injunctions to prevent unlawful tobacco retailing operations

13.76 False and misleading advertising prohibited.

A tobacco retailer without a valid tobacco retailer permit or whose permit has been revoked shall be unable to:

- (a) Keep tobacco products and tobacco paraphernalia within public view.
- (b) Display any advertisement relating to tobacco products or tobacco paraphernalia that promotes the sale or distribution of such products from the tobacco retailer's location or that could lead a reasonable consumer to believe that such products can be obtained at that location. (Ord. No. 2014-14, § 1, 11-17-14)

13.77 Penalties and enforcement.

In the course of tobacco retailing or in the operation of the business or maintenance of the location for which a permit has been issued, it shall be a violation of this article for a permittee, or any of the permittee's agents or employees, to violate any local, state, or federal law applicable to tobacco products, tobacco paraphernalia, ~~or tobacco retailing, illegal products, cannabis products, controlled substances, untaxed tobacco products, prohibited flavored tobacco products, drug paraphernalia, gambling devices, nuisance activity, or other unlawful business operations occurring on the premises.~~

- (a) The remedies provided by this article are cumulative and in addition to any other remedies available at law or in equity;
- (b) Whenever evidence of a violation of this article is obtained in any part through the participation of a person under the age of eighteen (18) years old, such a person shall not be required to appear or give testimony in any civil or administrative process brought to enforce this article and the alleged violation shall be adjudicated based upon the sufficiency and persuasiveness of the evidence presented;
- (c) Violations of this article are subject to a civil action brought by the city attorney, punishable by a civil penalty not less than one thousand dollars (\$1,000) and not exceeding five thousand dollars (\$5,000) per violation;
- (d) Violations of this article may, in the discretion of the city attorney, be prosecuted as misdemeanors;
- (e) Causing, permitting, aiding, abetting, or concealing a violation of any provision of this article shall also constitute a violation of this article;
- (f) Any tobacco retailer which is opened, operated or maintained contrary to the provisions of this article shall be deemed a public nuisance. In addition to, or in lieu of, any other available legal remedies, the city attorney may commence a civil legal action or actions in a court of competent jurisdiction to abate such nuisance and to enjoin the continued operation and maintenance of the tobacco retailer establishment in a manner prohibited by this article;
- (g) In addition to other remedies provided by this article or by other laws, any violation of this article may be remedied by a civil action brought by the city attorney, including, for example, administrative or judicial nuisance abatement proceedings, civil or criminal code enforcement proceedings, and suits for injunctive relief. (Ord. No. 2014-14, § 1, 11-17-14)
- (h) A violation of any permit condition, operational requirement, compliance agreement, security plan, or corrective action plan imposed pursuant to this chapter shall constitute a separate violation of this chapter.
- (i) A property owner who, after written notice from the City, knowingly permits continued unlawful tobacco retailing activity or nuisance activity on property owned by the property owner may be subject to nuisance abatement proceedings and any other remedies authorized by law.
- (j) The remedies provided by this chapter are cumulative and the city may pursue any combination of administrative, civil, equitable, or criminal remedies authorized by law.

13.78 Civil penalties, suspension or revocation of permit.

A permit issued contrary to this article, contrary to any other law, or on the basis of false or misleading information supplied by a proprietor may be suspended or revoked pursuant to section 13.80. Nothing in this article shall be construed to vest in any person obtaining and maintaining a tobacco retailer's permit any status or right to act as a tobacco retailer in contravention of any provision of law.

In addition to any other penalty authorized by this article or by other laws, civil penalties shall be imposed as set forth below. In addition, a tobacco retailer's permit may be suspended and/or revoked as set forth below if any court of competent jurisdiction determines, or the city finds based on a preponderance of the evidence, after the permittee is afforded notice and an opportunity to be heard pursuant to section 13.80, that the permittee, proprietor, operator, manager, employee, or any of the permittee's agents ~~or employees,~~ has violated ~~section 13.68(d):~~

- (1) any provision of this chapter;
- (2) any permit condition or compliance agreement;
- (3) any local, state, or federal law relating to tobacco products, cannabis products, controlled substances, untaxed tobacco products, drug paraphernalia, gambling devices, public nuisances, or unlawful business operations occurring on the premises; or
- (4) any law involving fraud, misrepresentation, concealment, or unlawful transfer of ownership relating to the permitted business.

Penalties shall be as follows:

(a) After a first violation ~~of section 13.68(d)~~ at a location, a civil penalty of one thousand dollars (\$1,000) shall be imposed. In addition, the city may suspend the tobacco retailer permit for a period no less than thirty (30) calendar days;

(b) After a second violation ~~of section 13.68(d)~~ at a location within a sixty (60) month period, a civil penalty of two thousand five hundred dollars (\$2,500) shall be imposed. In addition, the city may suspend the tobacco retailer permit for a period no less than sixty (60) calendar days;

(c) After a third violation of ~~section 13.68(d)~~ at a location within a sixty (60) month period, a civil penalty of five thousand dollars (\$5,000) shall be imposed. In addition, the city may revoke the tobacco retailer permit. (Ord. No. 2014-14, § 1, 11-17-14)

(d) In addition to the above penalties, the city may impose one or more of the following concurrently with the civil penalties and suspension:

- (1) Administrative penalties;
- (2) Mandatory corrective action plans;
- (3) Mandatory employee retraining;
- (4) Enhanced inspection requirements; or,
- (5) Security or operational conditions.

(e) The city may consider the totality of circumstances, including prior code violations, nuisance activity, police service calls, criminal activity, cooperation with investigators, corrective actions, and the severity of violations when determining penalties.

(f) Emergency Summary Suspension.

(1) Where the City Administrator, Police Chief, Finance Director, or designee determines that continued operation of a tobacco retailer presents an immediate threat to public health, safety, or welfare, the City may immediately suspend the tobacco retailer permit pending an administrative hearing.

(2) Grounds for emergency suspension may include, but are not limited to:

- (i) Sales or possession of controlled substances;
- (ii) Sales or possession of unlawful cannabis products;
- (iii) Repeated sales of illegal products;
- (iv) Violence or weapons-related activity;
- (v) Human trafficking activity; or
- (vi) Chronic nuisance activity.

(3) Written notice of emergency suspension shall be provided as soon as reasonably practicable.

(4) A post-deprivation administrative hearing shall be scheduled within fifteen (15) business days of the effective date of the emergency suspension unless waived by the permittee.

13.79 Revocation of a wrongly issued permit.

A tobacco retailer's permit shall be revoked if the city finds, after the permittee is afforded notice and an opportunity to be heard consistent with the procedure set forth in section 13.81 et seq., that one (1) or more of the bases for denial of a permit under section 13.70 existed at the time application was made or at any time before the permit issued. The decision by the city to revoke shall be the final decision. Such a revocation shall be without prejudice to the filing of a new permit application. (Ord. No. 2014-14, § 1, 11-17-14)

A permit may also be revoked if the City determines that the permit was obtained through concealment, sham transfer, fraudulent ownership restructuring, or any transaction intended to evade enforcement of this chapter.

13.80 Suspension or revocation of a tobacco retailer permit, or forfeiture of seized tobacco and tobacco paraphernalia process.

13.80 Suspension or revocation of a tobacco retailer permit, or forfeiture of seized tobacco and tobacco paraphernalia process.

The city may suspend or revoke a tobacco retailer's permit pursuant to section 13.78 or 13.79 or deem seized tobacco and/or tobacco paraphernalia as forfeit pursuant to section 13.75(c). Before the city suspends or revokes a permit or deems seized tobacco and/or tobacco paraphernalia as forfeit, the city shall provide written notice of the suspension or revocation of a permit or the pending forfeiture by personal delivery or first class certified United States mail. The notice shall provide for the suspension or revocation of the permit or forfeiture of the seized items fifteen (15) calendar days after mailing or personal delivery of the notice unless the permittee requests a hearing. The notice shall instruct the permittee on how to file a request for a hearing consistent with section 13.81 et seq. The notice shall be addressed to the permittee at the address provided in the permittee's application, or other more reliable address if known to the city. If after the passage of fifteen (15) calendar days from the mailing or personal delivery of the notice, the permittee has not requested a hearing, the suspension, revocation, or forfeiture shall become final. (Ord. No. 2014-14, § 1, 11-17-14)

The City may recover administrative enforcement costs, investigation costs, nuisance abatement costs, attorneys' fees where authorized by law, storage costs, and costs associated with seizure and destruction of illegal products.

13.81 Hearing.

- (a) The permittee may request a hearing before the city administrator on a decision of the city to suspend and/or revoke a tobacco retailer permit or deem seized tobacco and tobacco paraphernalia. The request must be filed with the city clerk within fifteen (15) calendar days following the mailing or personal delivery of written notice of the suspension and/or revocation.
- (b) The city clerk shall schedule an administrative hearing with the city administrator or his or her designee. The administrative hearing shall be held pursuant to the city's administrative hearing policy as set forth in Resolution No. 97-17. (Ord. No. 2014-14, § 1, 11-17-14)

13.82 New permit after revocation.

- (a) After a first revocation at a location within any sixty (60) month period, no new permit may be issued for the location until one (1) calendar year has passed from the date of revocation.
- (b) After a second or more revocations at a location within any sixty (60) month period, no new permit may be issued for the location until ten (10) calendar years have passed from the date of the most recent revocation. (Ord. No. 2014-14, § 1, 11-17-14)

13.83 Sham transfers prohibited.

(a) No person shall transfer or attempt to transfer ownership or operational control of a tobacco retailer for the purpose of evading enforcement of this chapter.

(b) Among relevant evidence that may be considered, the following circumstances may constitute rebuttable evidence that a transfer is not an arm's length transaction:

(1) Retention of substantially the same employees;

(2) Retention of substantially the same inventory;

(3) Continued use of substantially the same business name, branding, fixtures, or operations;

(4) Familial, financial, or managerial relationships between prior and subsequent operators;

(5) Transfers occurring during active enforcement proceedings; or

(6) Shared financial interests or operational control.

(c) The City may deny, suspend, or revoke permits based upon sham transfers or attempts to evade enforcement.

13.8~~34~~ Nondiscrimination.

No person shall discharge, refuse to hire, or in any manner discriminate against any employee or applicant for employment because such employee or applicant exercises any rights afforded by this article. (Ord. No. 2014-14, § 1, 11-17-14)

¹ For state law as to authority of city to license for revenue and regulation purposes, see Gov. C., § 37101. As to authority of city to license in exercise of police power and for purpose of regulations, see B. & P.C., § 16000. As to licensing by cities generally, see B. & P.C., §§ 16000 to 16003.

As to taxation generally, see Ch. 22 of this Code.



City of Gilroy

STAFF REPORT

Agenda Item Title: Presentation of Development Services Fee Study

Meeting Date: September 14, 2026

From: Matt Morley, City Administrator

Department: Community Development

Submitted by: Sharon Goei, Community Development Director

Prepared by: Monica Sendejas, Senior Management Analyst

STRATEGIC PLAN GOALS: Develop a Financially Resilient Organization

RECOMMENDATION

Receive fee study presentation and direct staff to schedule a public hearing for City Council consideration of a resolution updating and establishing various user fees in the Comprehensive Fee Schedule, effective January 1, 2027.

EXECUTIVE SUMMARY

As part of Community Development's current workplan, staff completed a focused fee study of development services user and regulatory fees collected by the Department. The goals of the fee study are to evaluate the cost of providing services, target full cost recovery, and update and simplify fee structures to improve permitting efficiency and cost transparency. The City retained an independent contractor, ClearSource Financial Consulting (ClearSource), to facilitate this study. Staff is recommending scheduling a public hearing for City Council to review and adopt a resolution updating and establishing the Community Development Department's fees in the Comprehensive Fee Schedule. If Council adopts the proposed fees, the updated fees are recommended to be effective January 1, 2027, to comply with statutory requirements outlined in California Government Code Section 66017, and to provide staff sufficient time to update and configure internal systems. Annual updates are recommended to follow the annual automatic Consumer Price Index (CPI) adjustment every July 1 in accordance with the existing City Code.

BACKGROUND

The City of Gilroy provides many services to ensure safe, orderly, and aesthetically

pleasing development and construction within City limits. Broad categories of these services include, but are not limited to, project entitlement review, planning permitting, map review, building and fire prevention plan review, and construction permitting. User fees and regulatory fees are the mechanism by which the City may recoup all, or a portion of, the costs associated with these services.

Cost-of-service studies, also referred to as “fee studies,” should be performed periodically to determine the City’s cost of providing services. While the City has a Comprehensive Fee Schedule for various services, staff has completed a User and Regulatory Fee Study focused on the City’s Development Services Fees as prescribed by the workplan. California cities regularly conduct these studies to inform fee amounts and to optimize the overall portfolio of revenues available to the municipality to fund its services.

Industry practice and fiscal conditions in the state have led most cities to link cost recovery for services of individual action, cause, or benefit to that same individual through user fee revenue, relieving the agency’s general revenues as much as possible for use toward services of broader community benefit. Recovering the costs of providing fee-related services directly influences the City’s fiscal health and increases the City’s ability to meet the service level expectations of fee payers.

City user and regulatory fees are typically triggered by an individual person or entity’s action, request, or behavior. Therefore, except in cases where there is an overwhelming public benefit generated by the City’s involvement in the individual action, a fee for service ensures that the individual bears most, if not all, of the cost incurred by the City to provide that service. When a fee targets “100% or full cost recovery,” the individual is bearing the entirety of the cost. When a fee targets less than full cost recovery, another City revenue source – in most cases, the General Fund – subsidizes the individualized activity.

In accordance with City Council policy, fees for services are targeted to full cost recovery, inclusive of operating, direct, indirect, and capital costs, except in cases where the City Council cites a public interest in lower fees. The City may also be influenced by market conditions, comparing to municipalities of similar size and service profile.

This study is focused on a review of user and regulatory fees collected by the Community Development Department. Fees examined as part of this study include the following:

- Planning Fees, such as entitlement review and review for compliance with the zoning code
- Building Fees, such as permitting of new construction or modifications to existing structures
- Fire Prevention and Hazardous Materials Review Fees, such as review of new construction and annual inspections conducted to ensure compliance with the

Fire Code

- Code Enforcement Fees, such as investigation and re-inspection fees
- Housing Fees, such as housing project reviews, and administration of housing related agreements
- Specialized Business License Review Fees, for businesses requiring review by Building and/or Fire Prevention divisions prior to issuance of a business license.

Fees, fines, and taxes NOT examined as part of this study include assessments, development impact fees, fines or penalties, franchise fees, taxes, utility rates and service charges. These items are subject to different approval thresholds or are not subject to the same cost of service limitations as the fees examined as part of this study. Consequently, they are specifically excluded from the scope of this study.

Ultimately, the goals of this fee study are to 1) evaluate the true cost of providing services, 2) target full cost recovery, 3) ensure compliance with statutory requirements, and 4) update and simplify fee structures to improve permitting efficiency and cost transparency. By ensuring that fee-related services cover their own costs, the City can stabilize its fiscal health and deliver the high-quality service that fee payers expect.

ANALYSIS

No new regulations are proposed as a result of this study. Any fees proposed to be updated or added to the City's fee schedule are intended to align to existing regulations outlined in the Gilroy City Code, California Building Code, Fire Code, and other California Building Standards Code. Fee adjustments are simply intended to recover all, or a portion of, the costs of implementing existing regulations.

Full cost recovery is targeted from most proposed fees due to the regulatory nature of the fees and the high level of direct benefit resulting from construction activities including enjoyment of property enhancements, increased property values, and the desire to avoid having other Gilroy residents and businesses subsidize an individual's private construction activities. Detailed cost of service information is included in the User and Regulatory Fee Study (Attachment 3).

The following provides a summary of primary fee changes the City Council is being asked to consider as part of this study.

Table 1 – Summary of Changes to Fees Examined

Description	Count	Percentage
Fees Proposed to Decrease	13	6.5%
Fees Proposed to Remain Unchanged	19	9.5%
Fees with Changes that Vary Based on Project Criteria (May Result in Increase or Decrease)	63	31.7%

Fees Proposed to Increase	82	41.2%
New Fees	22	11.1%
Total Fees Examined	199	100.0%

- Fees Proposed to Decrease: Approximately 7% percent of fees are proposed to decrease. The City periodically performs comprehensive studies to calculate the City's costs of providing fee-related services. In years between studies, fees are typically adjusted by the annual change in regional cost inflation. Studies, like this one, provide the opportunity to recalibrate fees to reflect current City practices and cost of service on a more refined basis.
- Fees Proposed to Remain Unchanged: Approximately 10% percent of fees are proposed to remain unchanged. These are primarily fees established by the State of California, or fees that are examined and updated as part of separate studies.
- Fees With Changes that Vary Based on Project Criteria: Approximately 32% of fees are proposed for adjustment that varies based on project criteria. These are primarily fees for services that are recovered on a "Time & Materials" or "Pass-Through" basis. In these instances, the City collects an initial deposit and periodically replenishes or refunds unused deposit amounts at project completion. Full cost recovery is targeted for these services.
- Fees Proposed to Increase: Approximately 41% percent of fees are proposed to increase. These are primarily adjustments to align fees to the City's current cost of service (i.e., full cost recovery).
 - Full cost recovery is commonly targeted from development-related fees due to the regulatory nature of the fees and the high level of direct benefit resulting from construction activities including enjoyment of property enhancements, increased property values, and the desire to avoid having other Gilroy residents and businesses subsidize an individual's private construction activities.
 - Additionally, when the City recovers the costs of these regulatory activities from the receiver of the service, the City's General Fund tax dollars are more readily available to be directed towards services providing broader benefit to the community at-large (e.g., public safety, public works, park maintenance services, etc.)
- New Fees: Twenty-two (22) new fees are proposed. A complete list of the new fees is in the User and Regulatory Fee Study (Attachment 3). These new fees do not currently exist in the adopted fee schedule and staff has been using the Division Hourly Rate to account for staff time or have not charged for these services. Adding these fees allows for the service to be identified by name and/or

the cost of service to be recovered. Similar fees are collected by communities throughout the region and the State. The proposed fee amounts do not exceed the City's cost of service and are in-range of amounts charged by other jurisdictions. Some examples include the following:

- Habitat Conservation Permit Processing for Nitrogen-Deposit Only (NDO): Currently, staff only collect the fee that is passed through to Santa Clara Valley Habitat Agency and do not charge staff time to process the permit. This processing fee recovers those costs.
- Home Occupation Permit: To obtain a home occupation permit, the application must be reviewed by the Planning team and vetted to ensure the business meets the criteria for home occupation in a dwelling unit. Currently, staff time for the application review and consultation with the applicant is not charged.
- Fire Clearance Consultation: According to regulations, a new childcare facility and adult care facility must have a Fire Clearance Inspection but cannot be charged a fee. There are times when a business owner has had difficulty passing the inspection or has requested a consultation in preparation for the inspection. This fee is optional and is established to recover staff time for the consultation.
- Civil On-site Plan Review: Currently, the Building Division Hourly Rate is charged for engineering and regulatory evaluation of private property development. A fee is proposed to streamline the billing process.
- Code Enforcement Hourly Billing Rate for Miscellaneous Services: Code Enforcement is currently part of the Building fee schedule and uses the Building Division Hourly Rate. The proposed fee schedule has a dedicated Code Enforcement section.
- Housing Hourly Billing Rate for Miscellaneous Services: Housing is currently part of the Planning fee schedule and uses the Planning Division Hourly Rate. The proposed fee schedule has a dedicated Housing section.

In order to provide the City Council with additional information as it considers potential adjustments to fees, current and proposed fees were compared to amounts collected by other agencies. For sampling purposes, the fee comparison examined fees for these eleven cities: City of Burlingame, City of Hollister, City of Marina, City of Millbrae, City of Morgan Hill, City of Mountain View, City of Pacific Grove, City of Palo Alto, City of San Bruno, City of San Mateo, and City of San Jose.

The City of Gilroy, consistent with other cities throughout the State, has an existing fee schedule that contemplates hundreds of potential unique requests for service. Consequently, an exhaustive comparison of all scenarios is unrealistic. Instead, comparison information for several targeted fee categories (e.g., high volume categories, fee categories of particular interest to community, etc.) are provided in order to provide the City Council with a reasonable sense of changes expected.

Scenarios considered range from smaller scale projects to larger scale projects. For

Gilroy, outcomes will show that new fees may range from low, mid, to upper end of regional fee spectrum depending on the service provided. This is common among municipalities due to differing levels of service and review included among various fee categories. Examples of the comparisons are illustrated in the charts in the User and Regulatory Fee Study (Attachment 3). For example, with the Building Permit Fee, Gilroy ranks very low with the current fee schedule and moves just below the mid-point with the proposed fee schedule.

For appeal fees of Planning applications/permits, staff proposes targeting fifty percent of the cost of service, to make appeals more accessible to the public. At 50% cost recovery, this approach does not eliminate the fee entirely. However, it can help avoid discouraging appeals while still funding the process partially. The City Council may provide staff direction as it desires regarding the approach to appeal fees.

There are several considerations for implementation of the proposed fee schedule. The land management software system would need to be updated by January 1, 2027, to reflect the changes in the proposed fee schedule. Staff should diligently track projects for time and material billings and ensure fees are applied in the correct amounts. Moving forward, staff should monitor feedback and permit statistics and annually adjust their fees to maintain pace with regional cost inflation and/or the City's salary cost inflation. The fees will be adjusted with the July 1, 2027 Comprehensive Fee Schedule pursuant to the existing City Code established by Ordinance No. 2022-05. The last column of the proposed fee schedule indicates the fees that would be subject to an annual automatic Consumer Price Index (CPI) increase. Finally, a comprehensive fee study should be conducted periodically (every three to five years) to ensure fee levels achieve cost recovery goals, remain below legal limits, and are consistent with evolving service practices and local conditions.

As part of this fee study, staff worked to simplify and streamline the fee structure to improve transparency and predictability. Well-structured fees support and fund timely applicant services and adequately-resourced, efficient development review and inspection, contributing to long-term economic growth for the community.

ALTERNATIVES

City Council alternatives include:

- Do not direct staff to schedule a public hearing.
- Direct staff to schedule a public hearing, with proposed changes that differ from the amounts identified in this presentation.

FISCAL IMPACT/FUNDING SOURCE

The anticipated fiscal impact of the proposed changes included in the fee schedule update is \$632,000 in additional annual General Fund cost recovery. This is an estimate only, based on the impact of the proposed fee adjustments to average actual

collections over a multi-year period. The actual fiscal impact will vary from year-to-year depending on construction and development activity.

It is important to note that while adjusting fees and billing rates will provide a fiscal impact in the form of additional revenue, the revenue is not intended to be used to fund new services, rather the revenue is intended to offset the costs of providing existing services that are recoverable from fees. Consequently, while fees may rise annually, typically labor costs (the primary driver of fee-related costs) also rise annually. Recalibration of these fees simply provides an offset of existing expenditures/needs rather than a source of funding for expanded service levels.

PUBLIC OUTREACH

The preliminary results of the fee study were shared by staff at the May 27, 2026 Developer Roundtable. In August 2026, staff released a draft of the user fee study report to the public, especially the developer community, and to solicit feedback. The outreach efforts included the following:

- A City [webpage](#) was published on August 6, which included an invite to two community information sessions, links to the fee study, proposed fee schedule, and online comment form.
- Email Express was sent on August 7 and 17 (20,576+ contacts each time), which included links to the webpage and online comment form and invitation to two community information sessions. A reminder to submit comments online by the September 1 deadline was sent on August 21.
- Email to Gilroy developers, commercial businesses, and home occupation businesses (2,853 contacts) was sent on August 12, which included links to the webpage and online comment form and invitation to two community information sessions.
- Two community information sessions were held in person on August 19 and August 20. Six participants attended the August 19 session, and two participants attended the August 20 session. Comments included the following: Gilroy's current fees are very low in comparison to other cities; uncertainty about whether the proposed fee schedule will recover all of Gilroy's costs was shared; appreciation was shared for the work on the fee study; the proposed fee schedule is clearer and easier to follow; and the City of Burlingame and City of Palo Alto are not compatible to Gilroy for the regional fee comparison. In response to questions, clarification was provided that 1) the Housing Mobile Home Rent Review is only applicable when a petition is submitted by the tenants requesting an arbitration hearing for a proposed rent increase (Mobile Home Rent Stabilization Ordinance Chapter 14A), 2) the distinction between flat and hillside boundaries for architectural site review is governed by the regulations set forth in the City's Zoning Code, and 3) to ensure precision, all valuations are verified by the staff team.

The City received comments from Building Industry Association (BIA Bay Area) and has provided a response. Some of BIA's comments and staff responses addressed the following: a request for all-in project examples, which staff had shared at the Developer Roundtable, at the community information sessions, and on the webpage and sent in response to BIA; staff clarified that surcharges were not examined as part of this study and remain unchanged; time assumptions are based on multiple interviews with staff to identify the estimated, reasonable, service effort for the various review, processing, and inspection efforts provided as part of the fee-related services; a process is already established to manage pass-through cost and time and materials charges and ensure unspent deposits are returned to the applicant; the proposed resolution states the updated fees will be adjusted with the July 1, 2027 Comprehensive Fee Schedule and every July 1st thereafter as authorized by the existing City Code.

The City also received two comments via the online form and has responded to those comments. One verified they read the proposed fee schedule and fee study and requested a fixed fee for a tub to shower conversion, which will be managed as building permit. The second commenter indicated they did not read the proposed fee schedule and fee study and expressed their dissatisfaction with the process and made reference to the water bill being outsourced, which is a service that is not part of this fee study.

NEXT STEPS

It is recommended that the City Council direct staff to schedule a public hearing for City Council consideration of a resolution updating and establishing various user and regulatory fees.

Attachments:

1. Draft Resolution
2. Illustration of Proposed Fee Adjustments
3. User and Regulatory Fee Study

RESOLUTION NO. 2026-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY UPDATING AND ESTABLISHING VARIOUS USER FEES IN THE COMPREHENSIVE FEE SCHEDULE

WHEREAS, the City of Gilroy (the “City”) charges fees for licenses, permits, and various services provided by the City (collectively, the “Fees”); and

WHEREAS, the Fees are established to offset all, or portions of, the costs of providing the various services for which the Fees are collected; and

WHEREAS, the City recently completed a study to identify the cost of providing various user and regulatory fee-related services; and

WHEREAS, the Community Development Department User and Regulatory Fee Study, dated July 2026 examined various fee-related services provided by the City, the costs reasonably borne by the City in providing those services, the beneficiaries of those services, and the revenues produced by those paying fees and charges for direct services; and

WHEREAS, the City Council finds that providing these services is of benefit to applicants both separate and apart from the benefit to the general public; and therefore, in the interests of fairness to the general public, the City desires to better recover the costs of providing these services from applicants who have sought or require the City's services by revising its schedule of fees; and

WHEREAS, the City Council hereby finds that the study provides adequate evidence to conclude that the revised fees do not exceed the cost to provide the services for which the fees are charged; and

WHEREAS, the fees will be adjusted with the July 1, 2027 Comprehensive Fee Schedule pursuant to the existing City Code established by Ordinance No. 2022-05; and

WHEREAS, in adopting this Resolution, the City Council is taking action only on those fees for the services, programs or products set forth in Exhibit “A” which have been modified from prior resolutions of the City Council. The remaining fees that have not been modified from prior resolutions shall remain in full force and effect; and

WHEREAS, the updated fees will be incorporated into the City’s consolidated Schedule of User and Regulatory Fees (“Comprehensive Fee Schedule”); and

WHEREAS, the fees authorized by this Resolution are statutorily exempt from review under the California Environmental Quality Act (CEQA) as confirmed in CEQA Guidelines Section 15273. The fees are collected for the purpose of meeting operating expenses of a city department.

NOW, THEREFORE, BE IT RESOLVED.

1. The above recitals are true and correct and incorporated herein by this reference.
2. The user and regulatory fees set forth in Exhibit “A”, are hereby adopted, effective January 1, 2027. The updated fees will be incorporated into the City’s consolidated Schedule of User and Regulatory Fees (“Comprehensive Fee Schedule”)
3. The fees may be updated with the Comprehensive Fee Schedule on July 1, 2027, and follow the annual automatic Consumer Price Index (CPI) adjustment every July 1st thereafter in accordance with the existing City Code.

PASSED AND ADOPTED this 5th day of October 2026 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

CERTIFICATE OF THE CLERK

I, **KIM MANCERA**, City Clerk of the City of Gilroy, do hereby certify that the attached **Resolution No. 2026-** 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 Council held on **Monday, October 5, 2026**, with a quorum present.

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

Kim Mancera
City Clerk of the City of Gilroy



Exhibit “A”



Proposed Fee Schedule

DRAFT

City of Gilroy
Community Development Department
Schedule of User and Regulatory Fees

Description	Page
Building Fees	1
Planning Fees	12
Fire Prevention and Hazardous Materials Fees	19
Code Enforcement Fees	25
Housing Fees	26
Business License Fees for Specialized Licenses Requiring Community Development Department Review	27

DRAFT

City of Gilroy

BUILDING FEES

A. Inspection and Plan Review Fees

Fee Description	Fee	Charge Basis	Note	CPI
Building Inspection Fees				
1 Inspections for Which No Fee is Specifically Indicated	\$204	Per Hour, Minimum Half Hour		Y
2 Inspections Outside of Normal Business Hours - Building				
a) Base Fee (Up to 3 hours)	\$857	Fixed Fee		Y
b) Each Additional Hour	\$245	Per Hour		Y
3 Building Re-Inspection				
a) Base Fee (Up to 1.5 hours)	\$306	Fixed Fee	[a]	Y
b) Each Additional Hour	\$204	Per Hour	[a]	Y
4 Building Damage Survey Inspection and Report				
a) Base Fee (Up to 2 hours)	\$510	Fixed Fee		Y
b) Each Additional Hour	\$204	Per Hour		Y
Building Plan Review Fees				
5 Building Plan Review				
a) Up to Three Rounds of Review	95%	% of Building Permit Fee		N
b) Each Additional Resubmittal	\$204	Per Hour		Y
6 Building Civil On-Site Plan Review	Actual Cost + 15%	Time & Materials	[b]	N
7 Building Deferred Plan Review				
a) Base Fee (Up to 2 hours)	\$408	Fixed Fee		Y
b) Each Additional Hour	\$204	Per Hour		Y
8 Building Revision Plan Review	\$204	Per Hour		Y
9 Building Expedited Plan Review	150% of Building Plan Review Fee	Fixed Fee		N
10 Plot Plan Review/Lot Change, each	\$816	Fixed Fee		Y
11 Special Inspection Agency or Fabrication				
a) Initial Review	\$612	Fixed Fee		Y
b) Prior to Expiration	\$408	Fixed Fee		Y
12 Alternative Materials and Methods Review, each type	\$1,020	Fixed Fee		Y

[a] Re-inspection fees apply at the third re-inspection.

[b] For "Time & Materials" billings the City will bill hourly for services provided and/or pass-through the actual cost of Building support services, including a 15% administrative fee to recover the costs of staff facilitation of any 3rd party services provided.

City of Gilroy

BUILDING FEES

Determination of Valuation for Fee-Setting Purposes

Building Valuation shall be based on the greater of:

- 1) the applicant's estimated valuation, or
- 2) the most current Building Valuation as printed and published by the International Code Council and adjusted using the most current City Cost Index printed and published by R. S. Means Building Construction Cost Data, or as shown on the Building Valuation Supplement for items not covered in the International Code Council Building Valuation Data.

Building permit valuation shall include total value of the work for which a permit is being issued, such as electrical, gas, mechanical, plumbing equipment, and other permanent systems, including materials and labor.

Note: For construction projects with permit fees calculated using Section B, additional fees apply for permit issuance. Additional fees may apply for other services (e.g. Planning Review), Building Technology Fee, and Fees Collected on Behalf of Other Agencies (e.g. State of California). Additional fees apply for plan review, when applicable.

B. Base Permit Fee for New Buildings, Additions, Tenant Improvements, Residential Remodels, and Mechanical, Electrical, and/or Plumbing Permits Not Identified Elsewhere in This Fee Schedule

13 Building Valuation Table / Building Permit Fees

Total Valuation		Permit Fee				CPI
\$1 to \$2,000	\$306					Y
\$2,001 to \$25,000	\$408	for the first \$2,000	plus	\$17.74	for each add'l \$1,000 or fraction thereof, to and including \$25,000	Y
\$25,001 to \$50,000	\$816	for the first \$25,000	plus	\$24.48	for each add'l \$1,000 or fraction thereof, to and including \$50,000	Y
\$50,001 to \$100,000	\$1,428	for the first \$50,000	plus	\$20.40	for each add'l \$1,000 or fraction thereof, to and including \$100,000	Y
\$100,001 to \$500,000	\$2,448	for the first \$100,000	plus	\$10.20	for each add'l \$1,000 or fraction thereof, to and including \$500,000	Y
\$500,001 to \$1,000,000	\$6,528	for the first \$500,000	plus	\$11.42	for each add'l \$1,000 or fraction thereof, to and including \$1,000,000	Y
\$1,000,001 and up	\$12,240	for the first \$1,000,000	plus	\$7.43	for each additional \$1,000 or fraction thereof over \$1,000,000	Y

14 For permits requiring plumbing, electrical, or mechanical review, the following percentages shall be added to the base permit fee, in-lieu of individual fees based on fixture types and counts

Plumbing permit fee = Base permit fee x .18	N
Electrical permit fee = Base permit fee x .20	N
Mechanical permit fee = Base permit fee x .17	N

City of Gilroy

BUILDING FEES

C. Fees Applicable to All Permits

Fee Description	Fee	Unit	Note	CPI
15 Permit Processing Fee				
a) Permits or Submittals	\$204	Fixed Fee		Y
b) Permit Extension or Renewal Requests	\$306	Fixed Fee		Y
c) Electrical, Mechanical, or Plumbing Supplemental Fee, each	\$102	Fixed Fee		Y
City of Gilroy Standard Permit Fees				
16 Community Planning Fee	13%	This fee is assessed on the combined total of permit fees and plan review fees (excludes solar)	[a]	N
17 Building Technology Fee	5%	This fee is assessed on the combined total of permit fees and plan review fees (excludes solar)	[b]	N
State of California Fees				
18 CA Strong Motion instrumentation and Seismic Hazard Mapping Fees (SMIP) State Fees			[c]	
a) Category 1 - Residential, 1st to 3rd Story	Valuation x 0.00013; \$0.50 minimum fee		[c]	N
b) Category 2 - All Other Buildings	Valuation x 0.00028; \$0.50 minimum fee		[c]	N
19 Building Standards Administration Special Revolving Fund (BSASRF) - Permit Valuation			[c]	
a) \$1 to \$25,000	\$1		[c]	N
b) \$25,001 to \$50,000	\$2		[c]	N
c) \$50,001 to \$75,000	\$3		[c]	N
d) \$75,001 to \$100,000	\$4		[c]	N
e) Every \$25,000 or fraction thereof above \$100,000	Add \$1		[c]	N

[a] Fee will be applied to permit and plan review fees for all new construction, additions, and additions with alterations for residential and commercial projects, excluding solar.

[b] Fee will be applied to all permit and plan review fees, excluding solar.

[c] Fee is intended to mirror amounts established by the State of California. In the case of discrepancies, fees established by the State of California shall supersede amounts shown in this schedule.

City of Gilroy

BUILDING FEES

D. Miscellaneous Fees: Additional fees apply for Plan Review, when applicable

Fee Description	Fee	Charge Basis	Note	CPI
Miscellaneous City Fees (City Code Sections 6.1 & 7.1.(a))				
20 Addressing Fee				
a) Residential	\$204	Fixed Fee		Y
b) Non-Residential	\$408	Fixed Fee		Y
21 Meter Release	\$306	Fixed Fee		Y
22 Administrative Hearing, each	\$1,020	Fixed Fee		Y
23 Building Board Appeal Hearing only	\$1,632	Fixed Fee		Y
24 Physically Challenged Board Appeal Hearing	\$1,632	Fixed Fee		Y
25 Reproduction - Building Permit (Hard Copy or Electronic)	\$102	Fixed Fee		Y
26 Certificate of Occupancy - Reproduction, each	\$102	Fixed Fee		Y
27 Temporary Certificate of Occupancy Bond Application	\$1,122	Fixed Fee		Y
28 Utility Bond Application	\$408	Fixed Fee		Y
29 Construction Performance Bond Application	\$408	Fixed Fee		Y
30 Bond	Based on Construction Valuation			N

City of Gilroy

BUILDING FEES

D. Miscellaneous Fees: Additional fees apply for Plan Review, when applicable

Fee Description	Fee	Charge Basis	Note	CPI
Photovoltaic (Solar) Permit Fees				
31 Solar Photovoltaic - Residential Permit				
a) 15 kW or less	\$450	Fixed Fee	[a]	N
b) More than 15 kW (i + ii)				
i) Base Fee for up to 15kW	\$450	Fixed Fee	[a]	N
ii) Fee per kW above 15kW	\$15	Fixed Fee	[a]	N
32 Solar Photovoltaic - Non-Residential Permit				
a) 50 kW or less	\$1,000	Fixed Fee	[a]	N
b) 51 kW - 250 kW				
i) Base Fee for up to 50kW	\$1,000	Fixed Fee	[a]	N
ii) Fee per kW above 50kW and less than 250kW	\$7	Fixed Fee	[a]	N
c) More than 250 kW				
i) Base Fee for up to 250kW	\$2,400	Fixed Fee	[a]	N
ii) Fee per kW above 250kW	\$5	Fixed Fee	[a]	N
Solar Thermal Permit Fees				
33 Solar Thermal - Residential				
a) 10 kWth or less	\$450	Fixed Fee	[a]	N
b) More than 10 kWth				
i) Base Fee for up to 10kWth	\$450	Fixed Fee	[a]	N
ii) Fee per kWth above 10kWth	\$15	Fixed Fee	[a]	N
34 Solar Thermal - Non-Residential				
a) 30 kWth or less	\$1,000	Fixed Fee	[a]	N
b) 31 kWth – 260 kWth				
i) Base Fee for up to 30kWth	\$1,000	Fixed Fee	[a]	N
ii) Fee per kW above 30kWth and less than 260kWth	\$7	Fixed Fee	[a]	N
c) More than 260 kWth				
i) Base Fee for up to 260kWth	\$2,610	Fixed Fee	[a]	N
ii) Fee per kWth above 260kWth	\$5	Fixed Fee	[a]	N
Photovoltaic Energy Storage System Permit Fees				
35 Building Energy Storage System - Permit Fee, each				
a) Permit	\$459	Fixed Fee		Y
b) Plan Review				
i) Plan Review - Building (if required)	\$204	Per Hour		Y
ii) Plan Review - Fire (if required; See Fire Prevention and Hazardous Materials Fees)	\$250	Per Hour		Y

City of Gilroy

BUILDING FEES

D. Miscellaneous Fees: Additional fees apply for Plan Review, when applicable

Fee Description	Fee	Charge Basis	Note	CPI
Roofing Permit Fees				
36 Residential Re-Roof Overlay or Prep Old Roof, Felt (No New OSB/Sheathing)				
a) First 25 squares or Fraction Thereof	\$306	Fixed Fee		Y
b) Each Additional 25 squares or Fraction Thereof	\$51	Fixed Fee		Y
37 Residential Conversion or Tear-off of Plywood, Felt (New OSB/Sheathing)				
a) First 25 squares or Fraction Thereof	\$357	Fixed Fee		Y
b) Each Additional 25 squares or Fraction Thereof	\$204	Fixed Fee		Y
38 Non-Residential Re-Roof	See Bldg Valuation Table; Based on valuation or contract price, whichever is greater	Fixed Fee	[b]	N
Swimming Pool Permit Fees				
39 Pool Replaster Surface	\$510	Fixed Fee		Y
40 Pool Demolition (a + b)				
a) Base Fee				
i) Demo: Vinyl	\$561	Fixed Fee		Y
ii) Demo: Gunitite	\$816	Fixed Fee		Y
b) Pre-Treatment Discharge Permit	\$250	Per Hour, Minimum Half Hour		Y
Demolition Permit Fees				
41 Demolition Permit (Fee Includes Building Plan Review)				
a) Up to 500 SF	\$612	Fixed Fee		Y
b) 501 SF and Greater	\$1,173	Fixed Fee		Y
Wall / Monument Sign or Art Sculpture Permit Fees				
42 New Sign / Art Sculpture	See Bldg Valuation Table; Based on valuation or contract price, whichever is greater	Fixed Fee	[b]	N
43 Structural Footings for Monument Sign/Art Sculpture, each	\$255	Fixed Fee		Y

City of Gilroy

BUILDING FEES

D. Miscellaneous Fees: Additional fees apply for Plan Review, when applicable

Fee Description	Fee	Charge Basis	Note	CPI
Electrical Stand-Alone Fees (fixture based)				
In Addition to Permit Processing Fee				
44 Temporary Power Service				
a) For a temporary service power pole or pedestal including all pole or pedestal-mounted receptacle outlets and appurtenances, each	\$357	Fixed Fee		Y
b) For a temporary distribution system and temporary lighting and receptacle outlets for construction sites, decorative light, Christmas tree sales lots, firework stands, etc., each	\$357	Fixed Fee		Y
45 Lighting Fixtures				
a) For lighting fixtures, sockets or other lamp-holding devices (adding or replacing only):				
i) First 20 or Fraction Thereof	\$204	Fixed Fee		Y
ii) Each Additional 20 or Fraction Thereof	\$51	Fixed Fee		Y
b) For pole or platform-mounted lighting fixtures (adding or replacing only):				
i) First 10 or Fraction Thereof	\$255	Fixed Fee		Y
ii) Each Additional 10 or Fraction Thereof	\$51	Fixed Fee		Y
c) For theatrical-type lighting fixtures or assemblies (adding or replacing only):				
i) First 10 or Fraction Thereof	\$204	Fixed Fee		Y
ii) Each Additional 10 or Fraction Thereof	\$51	Fixed Fee		Y
46 Receptacle, Switch, and Lighting Outlets (currently used or controlled, except services, feeders and meters)				
a) First 20 or Fraction Thereof	\$255	Fixed Fee		Y
b) Each Additional 20 or Fraction Thereof	\$51	Fixed Fee		Y
47 Carnivals, circuses, or other traveling shows or exhibitions utilizing transportable-type rides, booths, displays and attractions			[c]	
a) For a generator and electrically driven ride				
i) First ride	\$204	Fixed Fee	[d]	Y
ii) Each additional ride	\$51	Fixed Fee	[d]	Y
b) For mechanically driven rides and walk-through attractions or displays having electric lighting, each	\$204	Fixed Fee		Y
c) Site area and booth lighting	\$357	Fixed Fee		Y

City of Gilroy

BUILDING FEES

D. Miscellaneous Fees: Additional fees apply for Plan Review, when applicable

Fee Description	Fee	Charge Basis	Note	CPI
48 Electrical Services				
a) Main Electrical Service				
i) 400 amps or less	\$510	Fixed Fee		Y
ii) Over 400 amps	\$918	Fixed Fee		Y
b) Sub-Panels				
i) 200 amps or less	\$204	Fixed Fee		Y
ii) Over 200 amps	\$306	Fixed Fee		Y
c) Meter Pedestal	\$459	Fixed Fee		Y
49 Generator Permit Fee	\$153	Fixed Fee	[d]	Y
50 Cell Tower (fee includes 1st and 2nd plan review)				
a) New Cell Tower Permit, each	\$1,377	Fixed Fee		Y
b) Alteration of Existing Cell Tower	\$1,020	Fixed Fee		Y
51 Electrical Vehicle Charging (EVC) (fee includes 1st and 2nd plan review)				
a) EVC - Residential	\$357	Fixed Fee		Y
b) EVC - Residential Multi-Family	See Bldg Valuation Table; Based on valuation or contract price, whichever is greater	Fixed Fee	[b],[e]	N
c) EVC - Non-Residential	See Bldg Valuation Table; Based on valuation or contract price, whichever is greater	Fixed Fee	[b],[e]	N

City of Gilroy

BUILDING FEES

D. Miscellaneous Fees: Additional fees apply for Plan Review, when applicable

Fee Description	Fee	Charge Basis	Note	CPI
Mechanical Stand-Alone Fees (fixture based)				
In Addition to Permit Processing Fee				
52 Heating, Ventilation, and Air Conditioning (HVAC)				
a) Residential (New) Furnace and/or AC / Condenser / Heat Pump / Ductless / Split / Mini-Split Systems	\$357	Fixed Fee		Y
b) Residential existing (Replace) Furnace and/or AC / Condenser / Heat Pump / Ductless / Split / Mini-Split Systems	\$306	Fixed Fee		Y
c) Residential (New, Adding, Replacing and/or Relocating) Ducts and Vents, each	\$51	Fixed Fee		Y
d) Non-Residential (New) Furnace and/or HVAC / Condenser	\$714	Fixed Fee		Y
e) Non-Residential existing (Replace) Furnace and/or HVAC / Condenser	\$510	Fixed Fee		Y
f) Non-Residential (New, Adding, Replacing or Relocating) Ducts and Vents, each	\$204	Fixed Fee		Y
53 Forced Air Furnace or Burner, for the installation or relocation of each				
a) Up to 100,000 btu/h	\$357	Fixed Fee		Y
b) Over 100,000 btu/h	\$510	Fixed Fee		Y
54 Floor Furnace, for the installation or relocation of each, including vent	\$357	Fixed Fee		Y
55 Suspended Heater, Recessed Wall, Floor-Mounted Unit Heater, for the installation or relocation of each	\$357	Fixed Fee		Y
56 Commercial or Industrial Type Incinerator, for the installation or relocation of each (fee includes 1st and 2nd plan review)	\$663	Fixed Fee		Y
57 Appliance Not Listed, for each appliance or piece of equipment regulated by this code but not classed in other appliance categories or for which no other fee is listed	\$408	Fixed Fee		Y

City of Gilroy

BUILDING FEES

D. Miscellaneous Fees: Additional fees apply for Plan Review, when applicable

Fee Description	Fee	Charge Basis	Note	CPI
Plumbing Stand-Alone Fees (fixture based)				
In Addition to Permit Processing Fee				
58 Water Heater & Water Softener Permit Fees				
a) Water Heater, Tankless, Natural Gas or Heat Pump, each	\$255	Fixed Fee	[f]	Y
b) Water Softener	\$255	Fixed Fee		Y
59 Waterline, Sewer or Gas Permit Fees				
a) Residential repipe waterline or gas (interior)	\$306	Fixed Fee		Y
b) Residential repipe from house to main waterline or gas (exterior)	\$255	Fixed Fee		Y
c) Residential repipe sewer (interior)	\$408	Fixed Fee		Y
d) Residential repipe from house to main sewer (exterior)	\$306	Fixed Fee		Y
e) Non-Residential repipe waterline or gas (interior/exterior)	See Bldg Valuation Table; Based on valuation or contract price, whichever is greater	Fixed Fee	[b]	N
f) Non-Residential repipe sewer (interior)	\$816	Fixed Fee		Y
g) Non-Residential repipe from building to main sewer (exterior)	\$714	Fixed Fee		Y
60 For Each Backflow Protective Device Other Than Atmospheric-type Vacuum Breakers	\$102	Fixed Fee		Y
61 For Atmospheric-type Vacuum Breakers:				
a) 1 to 5, each	\$102	Fixed Fee		Y
b) Over 5, each	\$51	Fixed Fee		Y

[a] California Government Code Section 66015.

[b] Fees calculated using building valuation table / building permit fee table.

[c] For permanently installed rides, booths, displays and attractions, use the mechanical permit fees.

[d] Generators using propane tanks or exceeding 55 gallons of diesel fuel require a Hazardous Materials Plan Review and Inspection.

[e] EVC installations using lithium-ion battery backup require a Hazardous Materials Plan Review and Inspection.

[f] If converting and/or relocating, building plan review and building inspections fees are also applicable.

City of Gilroy

BUILDING FEES

E. Grading Fees

Fee Description	Fee	Charge Basis	Note	CPI
Grading Plan Review / Permit Fees (Add Cut and Fill for Total Cubic Yards) In Addition to Permit Processing Fee				
62 Grading Plan Review Fee				
a) Base Fee (Up to 1.5 hours)	\$306	Fixed Fee		Y
b) Each Additional Hour	\$204	Per Hour		Y
63 Grading Permit Fee				
a) Up to 1,000 cubic yards (CY)	\$153.00	Fixed Fee		Y
b) 1001 CY to 10,000 CY				
i) Base Fee for Up to 1,000 CY	\$255.00	Fixed Fee		Y
ii) Fee for Each Addition 1,000 CY up to 10,000 CY	\$62.33	Fixed Fee		Y
c) 10,001 cubic yards, to 100,000 cubic yards				
i) Base Fee for Up to 10,000 CY	\$816.00	Fixed Fee		Y
ii) Fee for Each Addition 10,000 CY up to 100,000 CY	\$22.67	Fixed Fee		Y
d) 100,001 cubic yards or more				
i) Base Fee for Up to 100,000 CY	\$1,020.00	Fixed Fee		Y
ii) Fee for Each Addition 10,000 CY or fraction thereof	\$17.00	Fixed Fee		Y

F. Hourly Billing Rate

Hourly Billing Rate				
64 Building Division Standard Hourly Billing Rate and Hourly Rate for Services Not Identified in this Schedule	\$204	Per Hour		Y

City of Gilroy

PLANNING FEES

Fee Description		Fee / Deposit	Charge Basis	Note	CPI
Agreements					
1	Development Agreement	\$50,000	Time & Materials with Initial Deposit, Plus \$50,000 Attorney Fee Deposit, Plus Public Noticing	[a],[b]	N
2	Mills Act Request	\$4,237	Fixed Fee, Plus Attorney Fees	[a],[b]	Y
3	Williamson Act Cancellation	\$50,000	Time & Materials with Initial Deposit, Plus \$10,000 Attorney Fee Deposit, Plus Public Noticing	[a],[b]	N
Annexation					
4	Annexation	\$32,893	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]	Y
5	Pre-Annexation Agreement	\$24,753	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]	Y
Appeals					
6	Appeal to Planning Commission	\$2,007	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]	Y
7	Appeal to City Council	\$2,676	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]	Y

City of Gilroy

PLANNING FEES

Fee Description	Fee / Deposit	Charge Basis	Note	CPI
Design Review				
8 Architectural and Site Review - Residential				
a) Residential Flat New Construction				
i) 2 to 3 units	\$4,014	Fixed Fee		Y
ii) 4 to 50 units				
a) Base Fee for Up to Ten Units	\$13,046	Fixed Fee		Y
b) Fee for Each Additional Unit (Between 11 and 50)	\$396	Fixed Fee		Y
iii) 51 to 100 units				
a) Base Fee for First 50 Units	\$28,879	Fixed Fee		Y
b) Fee for Each Additional Unit (Between 51 and 100)	\$201	Fixed Fee		Y
iv) 101 to 300 units				
a) Base Fee for First 100 Units	\$38,914	Fixed Fee		Y
b) Fee for Each Additional Unit (Between 101 and 300)	\$100	Fixed Fee		Y
v) More than 300 Units				
a) Base Fee for First 300 Units	\$58,872	Fixed Fee		Y
b) Fee for Each Additional Unit	\$50	Fixed Fee		Y
b) Residential Hillside (RH) New Construction (RH Zone)				
i) Single Custom Home	\$5,687	Fixed Fee		Y
ii) 2 to 3 units	\$6,021	Fixed Fee		Y
iii) 4 to 50 units				
a) Base Fee for Up to Ten Units	\$18,063	Fixed Fee		Y
b) Fee for Each Additional Unit (Between 11 and 50)	\$535	Fixed Fee		Y
iv) 50 to 100 units				
a) Base Fee for First 50 Units	\$39,471	Fixed Fee		Y
b) Fee for Each Additional Unit (Between 51 and 100)	\$268	Fixed Fee		Y
v) More than 100 units				
a) Base Fee for First 100 Units	\$52,851	Fixed Fee		Y
b) Fee for Each Additional Unit	\$134	Fixed Fee		Y
c) Residential Hillside/Multifamily Remodel/Additions	\$2,899	Fixed Fee		Y
d) Residential Accessory Structure over 12 feet high OR two-stories	\$5,241	Fixed Fee, Plus Public Noticing	[b]	Y

City of Gilroy

PLANNING FEES

Fee Description		Fee / Deposit	Charge Basis	Note	CPI
9	Architectural and Site Review - Industrial				
	a) New Construction (up to 10,000 sq.ft.)	\$12,154	Fixed Fee		Y
	b) New Construction (each additional 10,000 sq.ft. or fraction thereof)	\$1,227	Fixed Fee		Y
	c) Industrial Remodel/Additions	\$3,568	Fixed Fee		Y
10	Architectural and Site Review - Commercial				
	a) New Construction (up to 5,000 sq. ft.)	\$12,154	Fixed Fee		Y
	b) New Construction (each additional 5,000 sq.ft. or fraction thereof)	\$1,784	Fixed Fee		Y
	c) Commercial Remodel/Additions	\$3,568	Fixed Fee		Y
11	Historic Resource Review (Staff)	\$1,617	Fixed Fee, Plus Consultant Fees, Plus 15% Staff Review, Plus 12% Administrative Fee, Plus Attorney Fees, Plus 10% Contingency, Plus Public Noticing	[a],[b]	Y
12	Historic Resource Review, Demolition, or Significant Alteration(s) (Planning Commission) - Additional Fee	\$3,624	Fixed Fee, Plus Consultant Fees, Plus 15% Staff Review, Plus 12% Administrative Fee, Plus Attorney Fees, Plus 10% Contingency, Plus Public Noticing	[a],[b]	Y
13	Historic Resource Review, Demolition, or Significant Alteration(s) (City Council) - Additional Fee	\$5,631	Fixed Fee, Plus Consultant Fees, Plus 15% Staff Review, Plus 12% Administrative Fee, Plus Attorney Fees, Plus 10% Contingency, Plus Public Noticing	[a],[b]	Y
14	Las Animas/Murray Overlay Fee	\$4,070	Fixed Fee, Plus Public Noticing	[b]	Y
15	Minor Modification	\$335	Minimum Fee, Plus Public Noticing, Time & Materials	[a],[b]	Y

City of Gilroy

PLANNING FEES

Fee Description		Fee / Deposit	Charge Basis	Note	CPI
Environmental					
16	Categorical Exemption	\$1,115	Fixed Fee		Y
17	EIR/MND/Initial Study/Environmental Consultation	Pass Through, Plus 15% Staff Review, Plus 12% Administrative Fee, Plus 10% Contingency, Plus Attorney Fees, Plus Public Noticing	Pass Through	[a],[b]	N
18	Habitat Plan Review	Pass Through, Plus 15% Staff Review, Plus 12% Administrative Fee, Plus 10% Contingency	Pass Through	[a],[b]	N
19	Habitat Conservation Permit Processing for Nitrogen-Deposit Only (NDO)	\$446	Fixed Fee		Y
20	Habitat Agency Fee	Pass Through	Pass Through	[a]	N
General Plan Amendment					
21	General Plan Map Amendment				
	a) Up to 10 acres				
	i) Base Fee (Includes up to 70 hours of staff review)	\$15,610	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]	Y
	ii) Each Additional Hour, if applicable	\$223	Per Hour		Y
	b) Over 10 acres				
	i) Base Fee (Includes up to 100 hours of staff review)	\$22,300	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]	Y
	ii) Each Additional Hour, if applicable	\$223	Per Hour		Y
22	General Plan Text Amendment				
	a) Base Fee (Includes up to 140 hours of staff review)	\$31,220	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]	Y
	b) Each Additional Hour, if applicable	\$223	Per Hour		Y
Inspections					
23	Planning Inspections	\$223	Per Hour, Minimum 1 Hour		Y
24	Special Services/Inspections	\$223	Per Hour, Minimum 3 Hours		Y
25	Planning Inspections Outside of Normal Business Hours	\$268	Per Hour, Minimum 2 Hours		Y
26	Planning Re-Inspection				
	a) Base Fee (Up to 1.5 hours)	\$335	Fixed Fee	[c]	Y
	b) Each Additional Hour	\$223	Per Hour	[c]	Y

City of Gilroy

PLANNING FEES

Fee Description		Fee / Deposit	Charge Basis	Note	CPI
Pre-Application					
27	Pre-Application Development Review Group (DRG) Review	\$3,903	Fixed Fee		Y
28	Pre-Application: SB 330 Review	\$2,007	Fixed Fee		Y
Plan Review of Building Permits					
29	Planning Plan Review of Building Permits	\$223	Per hour		Y
30	Expedited Plan Review of Building Permits	1.5x base fee	Per hour		Y
Public Noticing					
31	Print Media Publication	\$729	Fixed Fee		Y
32	Public Notice Preparation and Mailing	\$892	Fixed Fee		Y
Signs					
33	Sign Permit				
	a) First sign	\$335	Fixed Fee		Y
	b) Each additional sign or refacing	\$112	Fixed Fee		Y
34	Temporary Banners	\$74	Fixed Fee		Y
35	Master Shopping Center Sign Program	\$2,007	Fixed Fee		Y
36	Modification of Sign Program	\$1,561	Fixed Fee		Y
Tentative Maps					
37	Tentative Parcel Map (up to 4 lots)	\$10,035	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]	Y
38	Tentative Tract Map (5 or more lots)				
	a) 5 - 12 lots	\$16,948	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]	Y
	b) Each lot over 12 lots, Flat lot	\$558	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]	Y
	c) Each lot over 12 lots, Hillside lot	\$1,004	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]	Y
39	Tentative Tract Map Extension	\$1,561	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]	Y
Tree Removal					
40	Tree Removal Permit	\$446	Fixed Fee, Plus Public Noticing	[b]	Y
41	Tree Removal Permit (dead tree)	\$112	Fixed Fee		Y

City of Gilroy

PLANNING FEES

Fee Description		Fee / Deposit	Charge Basis	Note	CPI
Temporary Use Permit					
42	Temporary Use Permit				
	a) Base Fee (Includes up to 9 hours of staff review)	\$2,007	Fixed Fee		Y
	b) Each Additional Hour, if applicable	\$223	Per Hour		Y
43	Minor Temporary Use Permit				
	a) Base Fee (Includes up to 2 hours of staff review)	\$446	Fixed Fee		Y
	b) Each Additional Hour, if applicable	\$223	Per Hour		Y
Urban Service Area Amendment					
44	Urban Service Area Amendment	\$50,175	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]	Y
Use Permits					
45	Conditional Use Permit	\$7,805	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]	Y
46	Minor Use Permit	\$4,014	Fixed Fee		Y
47	Downtown Special Use Permit	\$4,906	Fixed Fee		Y
48	Downtown Use Permit	\$4,014	Fixed Fee		Y
Variance					
49	Minor Deviation Variance Review	\$2,453	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]	Y
50	Variance Request	\$7,582	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]	Y
Wireless Facilities					
51	Wireless (new facility)	\$3,791	Fixed Fee		Y
52	Wireless Eligible Facility Request / Zoning Clearance	\$781	Fixed Fee		Y

City of Gilroy

PLANNING FEES

Fee Description		Fee / Deposit	Charge Basis	Note	CPI
Zoning					
53	Planned Development	\$15,443	Fixed Fee, Plus Arch & Site Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]	Y
54	Zoning Map Amendment				
	a) Up to 10 acres	\$13,603	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]	Y
	b) Over 10 acres	\$18,732	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]	Y
55	Zoning Ordinance Text Amendment	\$22,969	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]	Y
56	Zoning Verification	\$335	Fixed Fee		Y
57	Zoning Verification - Additional Research	\$892	Fixed Fee		Y
Other Review and Service Fees					
58	Community Planning Fee	20%	% of Permit and Plan Review Fee		N
59	Entitlement Approval Time Extension	\$223	Fixed Fee, Plus Public Noticing	[b]	Y
60	Public Hearing Continuation Request by Applicant	\$558	Fixed Fee, Plus Public Noticing	[b]	Y
61	Home Occupation Permit	\$223	Fixed Fee		Y
Miscellaneous Projects Fee					
62	Planning Research	\$223	Per Hour, Minimum 2 Hours, Time & Materials	[a]	Y
63	Planning Technology Fee	5%	% of permit fee		N
64	Security Deposit / Bond Application Fee	\$446	Fixed Fee		Y
65	Bond	Based on Construction Valuation			N
66	Planning Division Standard Hourly Billing Rate and Hourly Rate for Services Not Identified in this Schedule	\$223	Per hour		Y

[a] "Time & Materials" and "Pass Through" fees include all costs including consultant costs, outside agency costs, noticing costs, etc. Additional fees may be assessed, as determined by the Community Development Director, based upon complications due to environmental review, three or more resubmittals, applicant initiated project revisions, continued public hearings, additional publishing costs, and applicant delays, etc.

[b] For those projects involving multiple applications, the publishing costs will be reduced to a single charge when it is determined, and reasonably possible, that the public hearing applications can be processed together. For any user fee service request that is outside the scope, or for services for which there is no fee currently set, the City can charge the Division Hourly Rate.

[c] Re-inspection fees apply at the third re-inspection.

City of Gilroy

FIRE PREVENTION AND HAZARDOUS MATERIALS FEES

Fee Description		Fee	Charge Basis	Note	CPI
Fire Prevention - Construction and Single Use					
1	Fire Prevention Plan Review				
	a) Up to 3 Rounds of Reviews	\$625	Fixed Fee		Y
	b) Beyond 3 rounds, each resubmittal	\$250	Per Hour		Y
2	Fire Permit (Construction)	See Bldg Valuation Table	Fixed Fee		N
3	Fire Prevention Expedited Plan Review	150% of Fire Plan Review Fee	Fixed Fee		N
4	Fire Prevention Re-Inspection				
	a) Base Fee (Up to 1.5 hours)	\$375	Fixed Fee	[a]	Y
	b) Each Additional Hour	\$250	Per Hour	[a]	Y
5	Fire Clearance Inspection				
	a) Up to 2 Hours	\$500	Fixed Fee		Y
	b) Each Additional Hour	\$250	Per Hour		Y
6	Fire Clearance Consultation				
	a) Up to 2 Hours	\$500	Fixed Fee		Y
	b) Each Additional Hour	\$250	Per Hour		Y
7	Fire Sprinkler Permit	\$625	Fixed Fee		Y
8	Fire Flow Per Hydrant	\$563	Fixed Fee		Y
9	Fire Energy Storage System - ESS having capacities exceeding 20 KWh				
	a) Inspection	\$250	Per Hour		Y
	b) Plan Review	\$250	Per Hour		Y
	c) Consultant Fee and Contract Administration	Pass Through, Plus 15% Administrative Fee	Time & Materials		N
10	Fire Alternate Materials and Methods Review, each type (Consultant)	Pass Through, Plus 15% Administrative Fee	Time & Materials		N
11	Fire Alternate Materials and Methods Review, each type (Staff)				
	a) Application and Review	\$1,250	Fixed Fee		Y
	b) Each Additional Review/Inspection	\$250	Per Hour		Y
12	Special Event Plan Review				
	a) Up to 2 Hours	\$500	Fixed Fee		Y
	b) Each Additional Hour	\$250	Per Hour		Y

City of Gilroy

FIRE PREVENTION AND HAZARDOUS MATERIALS FEES

Fee Description		Fee	Charge Basis	Note	CPI
13	Special Event Inspection				
	a) Up to 2 Hours				
	i) During Regular Business Hours	\$500	Fixed Fee		Y
	ii) Outside of Regular Business Hours	\$600	Fixed Fee		Y
	b) Each Additional Hour				
	i) During Regular Business Hours	\$250	Per Hour		Y
	ii) Outside of Regular Business Hours	\$300	Per Hour		Y
14	Special Inspection				
	a) Application and Review	\$250	Fixed Fee		Y
	b) Each Additional Review/Inspection	\$250	Per Hour		Y
	c) Consultant Fee and Contract Administration	Pass Through, Plus 15% Administrative Fee	Time & Materials		N
Fire Prevention - Operational (Annual)					
15	Fire Code Operational Permit	\$500	Fixed Fee		Y
16	Fire Operational Compliance Re-Inspection				
	a) Up to 1.5 Hours	\$375	Fixed Fee		Y
	b) Each Additional Hour	\$250	Per Hour		Y
17	State Fire Marshal Mandated Inspections - Apartments				
	a) 3-7 units	\$250	Per Parcel		Y
	b) 8-16 units	\$375	Per Parcel		Y
	c) 17-32 units	\$500	Per Parcel		Y
	d) 33-100 units	\$625	Per Parcel		Y
	e) 101-199 units	\$750	Per Parcel		Y
	f) 200 plus units	\$1,250	Per Parcel		Y
18	State Fire Marshal Mandated Inspection - Other Regulated Sites (Schools, Hotels/Motels, Licensed Care Facilities, Institutions)				
	a) Less than 10,000 sq. ft.	\$375	Per Parcel		Y
	b) 10,000 sq. ft. or greater	\$625	Per Parcel		Y

City of Gilroy

FIRE PREVENTION AND HAZARDOUS MATERIALS FEES

Fee Description		Fee	Charge Basis	Note	CPI
CUPA/Hazardous Materials - General Fees					
19	Spill Investigation, Response/Cleanup oversight	\$250	Per Hour		Y
20	Facility Closure				
	a) Up to 2 Hours	\$500	Fixed Fee		Y
	b) Each Additional Hour	\$250	Per Hour		Y
21	CUPA/Hazardous Materials - Construction				
	a) Hazardous Materials Plan Review (Construction)				
	i) Up to 2 Hours	\$500	Fixed Fee		Y
	ii) Each Additional Hour	\$250	Per Hour		Y
	b) Hazardous Materials Inspection (Construction)				
	i) Up to 1 Hour	\$250	Fixed Fee		Y
	ii) Each Additional Hour	\$250	Per Hour		Y
22	Underground Storage Tank (UST) Installation				
	a) 1-3 tanks per site	\$6,250	Fixed Fee		Y
	b) Over 3 tanks, each				
	i) Up to 8 Hours	\$2,000	Fixed Fee		Y
	ii) Each Additional Hour	\$250	Per Hour		Y
23	UST Repair/Modification				
	a) Piping and tank system repair only				
	i) Up to 2.5 Hours	\$625	Fixed Fee		Y
	ii) Each Additional Hour	\$250	Per Hour		Y
24	UST Closure and Removal				
	a) Removal, per tank - Up to 8 Hours	\$2,000	Fixed Fee		Y
	b) Each Additional Hour	\$250	Per Hour		Y
25	UST Testing, per tank	\$500	Per Tank		Y
26	CUPA/Hazardous Materials Re-Inspection				
	a) Base Fee (Up to 1.5 hours)	\$375	Fixed Fee	[a]	Y
	b) Each Additional Hour	\$250	Per Hour	[a]	Y

City of Gilroy

FIRE PREVENTION AND HAZARDOUS MATERIALS FEES

Fee Description		Fee	Charge Basis	Note	CPI
CUPA/Hazardous Materials Operational Permits (Annual)					
27	Hazmat/CUPA Compliance Re-Inspection (Operational)				
	a) Up to 1.5 Hours	\$375	Fixed Fee		Y
	b) Each Additional Hour	\$250	Per Hour		Y
28	Hazardous Materials Storage Ordinance No. 98-10 (HMSO) Annual Permit				
	a) HMSO1/HMORT Retail Only (limited substances; only one chemical)	\$313	Fixed Fee		Y
	b) HMSO2 (threshold limits: up to 5,000 lbs, solids; 55-550 gal, liquids; 200-2,000 cu. ft. at STP for compressed gas)	\$438	Fixed Fee		Y
	c) HMSO3 (threshold limits: 5,001-25,000 lbs, solids; 551-2,750 gal, liquids; 2,001-10,000 cu. ft. at STP for compressed gas)	\$688	Fixed Fee		Y
	d) HMSO4 (threshold limits: 25,001-50,000 lbs, solids; 2,751-5,500 gal, liquids; 10,000-20,000 cu. ft. at STP for compressed gas)	\$938	Fixed Fee		Y
	e) HMSO5 (threshold limits: > 50,000 lbs, solids; > 5,500 gal, liquids; > 20,000 cu. ft. at STP for compressed gas)	\$1,063	Fixed Fee		Y
29	Hazardous Waste Generator (HWG) Annual Permit				
	a) HWG0-Retail/Episodic (less than 100 kg/month)	\$313	Fixed Fee		Y
	b) HWG1 (less than 2.5 tons/year)	\$313	Fixed Fee		Y
	c) HWG2 (greater than 2.5 to less than 5 tons/year)	\$375	Fixed Fee		Y
	d) HWG3 (greater than 5 to less than 25 tons/year)	\$563	Fixed Fee		Y
	e) HWG4 (greater than 25 to less than 50 tons/year)	\$813	Fixed Fee		Y
	f) HWG5 (greater than 50 to less than 250 tons/year)	\$1,000	Fixed Fee		Y
	g) HWG6 (greater than 250 to less than 500 tons/year)	\$1,125	Fixed Fee		Y
	h) HWG7 (greater than 500 to less than 1,000 tons/year)	\$1,375	Fixed Fee		Y
	i) HWG8 (greater than 1,000 to less than 2,000 tons/year)	\$1,563	Fixed Fee		Y
30	Hazardous Waste Conditional Exempt (CE) Annual Tiered Permit	\$438	Fixed Fee		Y
31	Hazardous Waste Conditional Authorization (CA) Annual Tiered Permit	\$750	Fixed Fee		Y
32	Hazardous Waste Annual Tiered Permit by Rule (PBR)	\$1,375	Fixed Fee, Plus Recording Fees		Y
33	California Accidental Release Prevention Program (CAL-ARP Facility) Annual Permit	\$1,250	Fixed Fee, Includes 5-year Audit		Y
34	CAL-ARP Facility Audit Fee for New Facilities				
	a) Staff Audit	\$4,438	Fixed Fee		Y
	b) Consultant Audit	Pass Through, Plus 15% Administrative Fee	Time & Materials		N

City of Gilroy

FIRE PREVENTION AND HAZARDOUS MATERIALS FEES

Fee Description	Fee	Charge Basis	Note	CPI
35 Above Ground Hazardous Materials Petroleum Storage Site Annual Permit				
a) Tier 1 (no containers greater than 5,000 gallons and aggregate not more than 10,000 gallons)	\$438	Fixed Fee		Y
b) Tier 2 (Containers greater than 5,000 gallons and no more than 10,000 gallons. Cannot have an aggregate total storage of more than 10,000 gallons.)	\$500	Fixed Fee		Y
c) Non-qualifying Facility (Containers greater than 10,000 gallons)	\$625	Fixed Fee		Y
36 Underground Storage Tank (UST) Annual Operating Permit				
a) 1-3 tanks per site	\$1,313	Fixed Fee		Y
b) 4 or more tanks per site, per tank	\$750	Fixed Fee		Y
37 UST Compliance Re-inspection (Operational)	\$563	Fixed Fee		Y
Fire Prevention and Hazardous Materials Miscellaneous Fees				
38 Fire Prevention/Hazardous Materials Technology Fee	5%	% of Permit and Plan Review Fees		N
39 Late Fee	\$250	Fixed Fee		Y
40 Fire Prevention and/or CUPA/Hazmat Inventory and Equipment Review				
a) Up to 2 Hours	\$500	Fixed Fee		Y
b) Each Additional Hour	\$250	Per Hour		Y
41 Flammable/Combustible Materials Above-Ground Storage Tank (over 10,000 gallons) and new technological hazards	\$2,125	Per Address		Y
Fireworks Fees				
42 Fireworks Fire Engine Standby				
a) During Normal Business Hours	Dept Divisional Hourly Rate(s)	Per Hour		N
b) Outside of Normal Business Hours	OT Dept Divisional Hourly Rate(s)	Per Hour		N
43 Fireworks Public Display Inspection Permit (includes inspection and Fire Code Operational Permit)	\$1,000	Fixed Fee		Y
44 Fireworks - Retail Sales, per booth	\$875	Fixed Fee		Y
45 Fireworks Vendor Storage Permit (includes Fire Code Operational Permit)	\$1,875	Fixed Fee		Y

City of Gilroy

FIRE PREVENTION AND HAZARDOUS MATERIALS FEES

Fee Description		Fee	Charge Basis	Note	CPI
CUPA State Surcharge Fees					
46	Above Ground Petroleum Storage Act (APSA) State Surcharge	\$26	State Fee	[b]	N
47	Certified Unified Program Agency (CUPA) State Surcharge	\$79	State Fee	[b]	N
48	Underground Storage Tanks (UST) State Surcharge	\$20 Per Tank	State Fee	[b]	N
49	California Accidental Release Prevention (CalARP) State Surcharge	\$370 Per Regulated Business	State Fee	[b]	N
Fire Prevention Division Hourly Rate					
50	Fire Prevention Division Standard Hourly Billing Rate and Hourly Rate for Services Not Identified in this Schedule	\$250	Per Hour		Y

[a] Re-inspection fees apply at the third re-inspection.

[b] Fee is intended to mirror amounts established by the State of California. In the case of discrepancies, fees established by the State of California shall supersede amounts shown in this schedule.

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City of Gilroy

CODE ENFORCEMENT FEES

Fee Description		Fee	Charge Basis	Note	CPI
1	Code Enforcement Plan Review	\$226	Per Hour, Minimum 2 Hours		Y
2	Code Re-inspection Fee	\$226	Per Hour		Y
3	Sidewalk Vending permit application	\$944	Fixed Fee		Y
4	Sidewalk Vending permit renewal (annual)	\$223	Fixed Fee		Y
5	Code Enforcement Investigation	\$226	Per Hour, Minimum 2 Hours		Y
6	Notice Recordation or Expungement Fee	\$226	Per Hour, Minimum 2.5 Hours		Y
7	Code Enforcement Bond Application	\$452			Y
8	Code Enforcement Bond	Amount is determined by the extent and estimated cost of correcting Building Code violations			N
9	Abatement	\$226	Per Hour		Y
10	Code Enforcement Division Standard Hourly Billing Rate and Hourly Rate for Services Not Identified in this Schedule	\$226	Per Hour		Y

City of Gilroy

HOUSING FEES

Fee Description		Fee	Charge Basis	Note	CPI
1	Mobile Home Rent Review				
	a) Tenants (i + ii)				
	i) Base Fee	\$500	Fixed Fee		Y
	ii) Initial Deposit	\$2,500	Deposit		N
	b) Landlord (i + ii)				
	i) Base Fee	\$500	Fixed Fee	[a]	Y
	ii) Initial Deposit	\$2,500	Deposit	[a]	N
2	Housing Project Review	\$5,000	Fixed Fee, Plus Attorney Fees		Y
3	Housing Related Agreement	\$10,000	Minimum Fee, Plus Attorney Fees		Y
4	Loan Demand Payoff Fee	\$200	Per Hour, Minimum 2 Hours		Y
5	Loan Underwriting	\$200	Fixed Fee, Plus Attorney Fees		Y
6	Loan Processing	\$600	Fixed Fee, Plus Attorney Fees		Y
7	Loan Subordination Request Review	\$200	Per Hour, Minimum 2 Hours, Plus Attorney Fees		Y
8	Housing Division Standard Hourly Billing Rate and Hourly Rate for Services Not Identified in this Schedule	\$200	Per Hour		Y

[a] Landlord is required to pay fee when the tenants have paid per Arbitration Fee Code 14A.9.

City of Gilroy

BUSINESS LICENSE FEES FOR SPECIALIZED LICENSES REQUIRING COMMUNITY
DEVELOPMENT DEPARTMENT REVIEW

Fee Description		Fee	Charge Basis	Note	CPI
1	Business Licenses - New/moved/change in location or ownership				
	a) Commercial/Industrial - Fire Inspection Required	\$576	Fixed Fee	[a]	Y
	b) Commercial/Industrial - Building Inspection Required	\$507	Fixed Fee	[a]	Y
	c) Pretreatment Inspection Required	\$125	Fixed Fee	[a]	Y

[a] Subject to other standard fees - see business license fees.

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Illustration of Proposed Fee Adjustments

City of Gilroy
Community Development Department
Before and After Illustration of Fees

Description	Page
Building Fees	1
Planning Fees	12
Fire Prevention and Hazardous Materials Fees	19
Code Enforcement Fees	25
Housing Fees	26
Business License Fees for Specialized Licenses Requiring Community Development Department Review	27

City of Gilroy

BEFORE AND AFTER ILLUSTRATION - BUILDING FEES

Fee Description		Current Fee	Cost of Service	Proposed Fee	Change	Proposed Cost Recovery	Unit	Note
Building Inspection Fees								
1	Inspections for Which No Fee is Specifically Indicated	\$166	\$204	\$204	\$38	100%	Per Hour, Minimum Half Hour	
2	Inspections Outside of Normal Business Hours - Building							
	a) Base Fee (Up to 3 hours)	\$980	\$857	\$857	varies	100%	Fixed Fee	
	b) Each Additional Hour	\$249	\$245	\$245	varies	100%	Per Hour	
3	Building Re-Inspection							
	a) Base Fee (Up to 1.5 hours)	\$262	\$306	\$306	\$44	100%	Fixed Fee	[a]
	b) Each Additional Hour	\$166	\$204	\$204	\$38	100%	Per Hour	[a]
4	Building Damage Survey Inspection and Report							
	a) Base Fee (Up to 2 hours)	\$320	\$510	\$510	\$190	100%	Fixed Fee	
	b) Each Additional Hour	\$166	\$204	\$204	\$38	100%	Per Hour	
Building Plan Review Fees								
5	Building Plan Review							
	a) Up to Three Rounds of Review	75%	95%	95%	varies	100%	% of Building Permit Fee	
	b) Each Additional Resubmittal	\$166	\$204	\$204	\$38	100%	Per Hour	
6	Building Civil On-Site Plan Review	n/a - new		Actual Cost + 15%	n/a - new	100%	Time & Materials	[b]
7	Building Deferred Plan Review							
	a) Base Fee (Up to 2 hours)	\$149	\$408	\$408	\$259	100%	Fixed Fee	
	b) Each Additional Hour	\$166	\$204	\$204	\$38	100%	Per Hour	
8	Building Revision Plan Review	\$149	\$204	\$204	\$55	100%	Per Hour	
9	Building Expedited Plan Review	150% of Building Permit fee		150% of Building Plan Review Fee	No Change		Fixed Fee	
10	Plot Plan Review/Lot Change, each	\$670	\$816	\$816	\$146	100%	Fixed Fee	
11	Special Inspection Agency or Fabrication							
	a) Initial Review	n/a - new	\$612	\$612	n/a - new	100%	Fixed Fee	
	b) Prior to Expiration	n/a - new	\$408	\$408	n/a - new	100%	Fixed Fee	
12	Alternative Materials and Methods Review, each type	\$1,034	\$1,020	\$1,020	(\$14)	100%	Fixed Fee	

[a] Re-inspection fees apply at the third re-inspection.

[b] For "Time & Materials" billings the City will bill hourly for services provided and/or pass-through the actual cost of Building support services, including a 15% administrative fee to recover the costs of staff facilitation of any 3rd party services provided.

City of Gilroy

BEFORE AND AFTER ILLUSTRATION - BUILDING FEES

Fee Description	Current Fee	Cost of Service	Proposed Fee	Change	Proposed Cost Recovery	Unit	Note
13 Building Valuation Table / Building Permit Fees							
a) \$1 - \$2,000	\$284.39	\$306.00	\$306	\$21.61	100%	Fixed Fee	
b) 2,001 - \$25,000							
i) Base fee for first \$2,000	\$325.38	\$408.00	\$408	\$82.62	100%	Fixed Fee	
ii) Incremental fee for each additional \$1,000 or fraction of, to and including \$25,000	\$17.31	\$17.74	\$17.74	\$0.43	100%	Fixed Fee	
c) \$25,001 - \$50,000							
i) Base fee for first \$25,000	\$723.68	\$816.00	\$816	\$92.32	100%	Fixed Fee	
ii) Incremental fee for each additional \$1,000 or fraction of, to and including \$50,000	\$12.49	\$24.48	\$24.48	\$11.99	100%	Fixed Fee	
d) \$50,001 - \$100,000							
i) Base fee for first \$50,000	\$1,036.02	\$1,428.00	\$1,428	\$391.98	100%	Fixed Fee	
ii) Incremental fee for each additional \$1,000 or fraction of, to and including \$100,000	\$8.66	\$20.40	\$20.40	\$11.74	100%	Fixed Fee	
e) \$100,001 - \$500,000							
i) Base fee for first \$100,000	\$1,468.95	\$2,448.00	\$2,448	\$979.05	100%	Fixed Fee	
ii) Incremental fee for each additional \$1,000 or fraction of, to and including \$500,000	\$6.92	\$10.20	\$10.20	\$3.28	100%	Fixed Fee	
f) \$500,001 - \$1,000,000							
i) Base fee for first \$500,000	\$4,236.86	\$6,528.00	\$6,528	\$2,291.14	100%	Fixed Fee	
ii) Incremental fee for each additional \$1,000 or fraction of, to and including \$1,000,000	\$5.87	\$11.42	\$11.42	\$5.55	100%	Fixed Fee	
g) \$1,000,001 and Greater							
i) Base fee for first \$1,000,000	\$7,171.72	\$12,240.00	\$12,240	\$5,068.28	100%	Fixed Fee	
ii) Incremental fee for each additional \$1,000 or fraction of	\$3.89	\$7.43	\$7.43	\$3.54	100%	Fixed Fee	
14 For permits requiring plumbing, electrical, or mechanical review, the following percentages shall be added to the base permit fee, in-lieu of individual fees based on fixture types and counts							
a) Plumbing	varies	18%	18%	varies	100%	Fixed Fee	
b) Electrical	varies	20%	20%	varies	100%	Fixed Fee	
c) Mechanical	varies	17%	17%	varies	100%	Fixed Fee	

City of Gilroy

BEFORE AND AFTER ILLUSTRATION - BUILDING FEES

Fee Description		Current Fee	Cost of Service	Proposed Fee	Change	Proposed Cost Recovery	Unit	Note
15	Permit Processing Fee							
	a) Permits or Submittals	n/a - new	\$204	\$204	n/a - new	100%	Fixed Fee	
	b) Permit Extension or Renewal Requests	n/a - new	\$306	\$306	n/a - new	100%	Fixed Fee	
	c) Electrical, Mechanical, or Plumbing Supplemental Fee, each	n/a - new	\$102	\$102	n/a - new	100%	Fixed Fee	
City of Gilroy Standard Permit Fees								
16	Community Planning Fee	13%		13%	No Change		This fee is assessed on the combined total of permit fees and plan review fees (excludes solar)	[a]
17	Building Technology Fee	5%		5%	No Change		This fee is assessed on the combined total of permit fees and plan review fees (excludes solar)	[b]
State of California Fees								
18	CA Strong Motion Instrumentation and Seismic Hazard Mapping Fees (SMIP) State Fees							[c]
	a) Category 1 - Residential, 1st to 3rd Story	Valuation x 0.00013; \$0.50 minimum fee		Valuation x 0.00013; \$0.50 minimum fee	No Change			[c]
	b) Category 2 - All Other Buildings	Valuation x 0.00028; \$0.50 minimum fee		Valuation x 0.00028; \$0.50 minimum fee	No Change			[c]
19	Building Standards Administration Special Revolving Fund (BSASRF) - Permit Valuation							[c]
	a) \$1 to \$25,000	\$1		\$1	No Change			[c]
	b) \$25,001 to \$50,000	\$2		\$2	No Change			[c]
	c) \$50,001 to \$75,000	\$3		\$3	No Change			[c]
	d) \$75,001 to \$100,000	\$4		\$4	No Change			[c]
	e) Every \$25,000 or fraction thereof above \$100,000	Add \$1		Add \$1	No Change			[c]

[a] Fee will be applied to permit and plan review fees for all new construction, additions, and additions with alterations for residential and commercial projects, excluding solar.

[b] Fee will be applied to all permit and plan review fees, excluding solar.

[c] Fee is intended to mirror amounts established by the State of California. In the case of discrepancies, fees established by the State of California shall supersede amounts shown in this schedule.

City of Gilroy

BEFORE AND AFTER ILLUSTRATION - BUILDING FEES

Fee Description		Current Fee	Cost of Service	Proposed Fee	Change	Proposed Cost Recovery	Unit	Note
Miscellaneous City Fees (City Code Sections 6.1 & 7.1.(a))								
20	Addressing Fee							
	a) Residential	\$97	\$204	\$204	\$107	100%	Fixed Fee	
	b) Non-Residential	\$97	\$408	\$408	\$311	100%	Fixed Fee	
21	Meter Release	n/a - new	\$306	\$306	n/a - new	100%	Fixed Fee	
22	Administrative Hearing, each	\$1,301	\$1,020	\$1,020	(\$281)	100%	Fixed Fee	
23	Building Board Appeal Hearing only	\$1,754	\$1,632	\$1,632	(\$122)	100%	Fixed Fee	
24	Physically Challenged Board Appeal Hearing	\$1,576	\$1,632	\$1,632	\$56	100%	Fixed Fee	
25	Reproduction - Building Permit (Hard Copy or Electronic)	\$55	\$102	\$102	\$47	100%	Fixed Fee	
26	Certificate of Occupancy - Reproduction, each	\$91	\$102	\$102	\$11	100%	Fixed Fee	
27	Temporary Certificate of Occupancy Bond Application	\$1,126	\$1,122	\$1,122	(\$4)	100%	Fixed Fee	
28	Utility Bond Application	\$323	\$408	\$408	\$85	100%	Fixed Fee	
29	Construction Performance Bond Application	\$323	\$408	\$408	\$85	100%	Fixed Fee	
30	Bond	Based on Construction Valuation		Based on Construction Valuation	No Change			

City of Gilroy

BEFORE AND AFTER ILLUSTRATION - BUILDING FEES

Fee Description		Current Fee	Cost of Service	Proposed Fee	Change	Proposed Cost Recovery	Unit	Note
Photovoltaic (Solar) Permit Fees								
31	Solar Photovoltaic - Residential Permit							
	a) 15 kW or less	\$450		\$450	No Change		Fixed Fee	[a]
	b) More than 15 kW (i + ii)							
	i) Base Fee for up to 15kW	\$450		\$450	No Change		Fixed Fee	[a]
	ii) Fee per kW above 15kW	\$15		\$15	No Change		Fixed Fee	[a]
32	Solar Photovoltaic - Non-Residential Permit							
	a) 50 kW or less	\$1,000		\$1,000	No Change		Fixed Fee	[a]
	b) 51 kW - 250 kW							
	i) Base Fee for up to 50kW	\$1,000		\$1,000	No Change		Fixed Fee	[a]
	ii) Fee per kW above 50kW and less than 250kW	\$7		\$7	No Change		Fixed Fee	[a]
	c) More than 250 kW							
	i) Base Fee for up to 250kW	\$2,400		\$2,400	No Change		Fixed Fee	[a]
	ii) Fee per kW above 250kW	\$5		\$5	No Change		Fixed Fee	[a]
Solar Thermal Permit Fees								
33	Solar Thermal - Residential							
	a) 10 kWth or less	\$450		\$450	No Change		Fixed Fee	[a]
	b) More than 10 kWth							
	i) Base Fee for up to 10kWth	\$450		\$450	No Change		Fixed Fee	[a]
	ii) Fee per kWth above 10kWth	\$15		\$15	No Change		Fixed Fee	[a]
34	Solar Thermal - Non-Residential							
	a) 30 kWth or less	\$1,000		\$1,000	No Change		Fixed Fee	[a]
	b) 31 kWth – 260 kWth							
	i) Base Fee for up to 30kWth	\$1,000		\$1,000	No Change		Fixed Fee	[a]
	ii) Fee per kW above 30kWth and less than 260kWth	\$7		\$7	No Change		Fixed Fee	[a]
	c) More than 260 kWth							
	i) Base Fee for up to 260kWth	\$2,610		\$2,610	No Change		Fixed Fee	[a]
	ii) Fee per kWth above 260kWth	\$5		\$5	No Change		Fixed Fee	[a]
Photovoltaic Energy Storage System Permit Fees								
35	Building Energy Storage System - Permit Fee, each							
	a) Permit	\$113	\$459	\$459	\$346	100%	Fixed Fee	
	b) Plan Review							
	i) Plan Review - Building (if required)	\$166	\$204	\$204	\$38	100%	Per Hour	
	ii) Plan Review - Fire (if required; See Fire Prevention and Hazardous Materials Fees)	\$170	\$250	\$250	\$80	100%	Per Hour	

City of Gilroy

BEFORE AND AFTER ILLUSTRATION - BUILDING FEES

Fee Description		Current Fee	Cost of Service	Proposed Fee	Change	Proposed Cost Recovery	Unit	Note
Roofing Permit Fees								
36	Residential Re-Roof Overlay or Prep Old Roof, Felt (No New OSB/Sheathing)							
	a) First 25 squares or Fraction Thereof	\$213	\$306	\$306	\$93	100%	Fixed Fee	
	b) Each Additional 25 squares or Fraction Thereof	\$147	\$51	\$51	(\$96)	100%	Fixed Fee	
37	Residential Conversion or Tear-off of Plywood, Felt (New OSB/Sheathing)							
	a) First 25 squares or Fraction Thereof	\$295	\$357	\$357	\$62	100%	Fixed Fee	
	b) Each Additional 25 squares or Fraction Thereof	\$180	\$204	\$204	\$24	100%	Fixed Fee	
38	Non-Residential Re-Roof	See Bldg Valuation Table; Based on valuation or contract price, whichever is greater		See Bldg Valuation Table; Based on valuation or contract price, whichever is greater			Fixed Fee	[b]
Swimming Pool Permit Fees								
39	Pool Replaster Surface	\$361	\$510	\$510	\$149	100%	Fixed Fee	
40	Pool Demolition (a + b)							
	a) Base Fee							
	i) Demo: Vinyl	\$377	\$561	\$561	\$184	100%	Fixed Fee	
	ii) Demo: Gunite	\$492	\$816	\$816	\$324	100%	Fixed Fee	
	b) Pre-Treatment Discharge Permit	\$86	\$250	\$250	varies	100%	Per Hour, Minimum Half Hour	
Demolition Permit Fees								
41	Demolition Permit (Fee Includes Building Plan Review)							
	a) Up to 500 SF	\$401	\$612	\$612	\$211	100%	Fixed Fee	
	b) 501 SF and Greater	\$1,090	\$1,173	\$1,173	\$83	100%	Fixed Fee	
Wall / Monument Sign or Art Sculpture Permit Fees								
42	New Sign / Art Sculpture	See Bldg Valuation Table; Based on valuation or contract price, whichever is greater		See Bldg Valuation Table; Based on valuation or contract price, whichever is greater			Fixed Fee	[b]
43	Structural Footings for Monument Sign/Art Sculpture, each	\$397	\$255	\$255	(\$142)	100%	Fixed Fee	

City of Gilroy

BEFORE AND AFTER ILLUSTRATION - BUILDING FEES

Fee Description	Current Fee	Cost of Service	Proposed Fee	Change	Proposed Cost Recovery	Unit	Note
Electrical Stand-Alone Fees (fixture based) In Addition to Permit Processing Fee							
44 Temporary Power Service							
a) For a temporary service power pole or pedestal including all pole or pedestal-mounted receptacle outlets and appurtenances, each	\$33	\$357	\$357	\$324	100%	Fixed Fee	
b) For a temporary distribution system and temporary lighting and receptacle outlets for construction sites, decorative light, Christmas tree sales lots, firework stands, etc., each	\$136	\$357	\$357	\$221	100%	Fixed Fee	
45 Lighting Fixtures							
a) For lighting fixtures, sockets or other lamp-holding devices (adding or replacing only):							
i) First 20 or Fraction Thereof	\$34	\$204	\$204	\$170	100%	Fixed Fee	
ii) Each Additional 20 or Fraction Thereof	\$27	\$51	\$51	\$24	100%	Fixed Fee	
b) For pole or platform-mounted lighting fixtures (adding or replacing only):							
i) First 10 or Fraction Thereof	\$34	\$255	\$255	\$221	100%	Fixed Fee	
ii) Each Additional 10 or Fraction Thereof	varies	\$51	\$51	varies	100%	Fixed Fee	
c) For theatrical-type lighting fixtures or assemblies (adding or replacing only):							
i) First 10 or Fraction Thereof	\$34	\$204	\$204	\$170	100%	Fixed Fee	
ii) Each Additional 10 or Fraction Thereof	varies	\$51	\$51	varies	100%	Fixed Fee	
46 Receptacle, Switch, and Lighting Outlets (currently used or controlled, except services, feeders and meters)							
a) First 20 or Fraction Thereof	\$34	\$255	\$255	\$221	100%	Fixed Fee	
b) Each Additional 20 or Fraction Thereof	\$27	\$51	\$51	\$24	100%	Fixed Fee	
47 Carnivals, circuses, or other traveling shows or exhibitions utilizing transportable-type rides, booths, displays and attractions							[c]
a) For a generator and electrically driven ride							
i) First ride	\$36	\$204	\$204	\$168	100%	Fixed Fee	[d]
ii) Each additional ride	\$36	\$51	\$51	\$15	100%	Fixed Fee	[d]
b) For mechanically driven rides and walk-through attractions or displays having electric lighting, each	\$29	\$204	\$204	\$175	100%	Fixed Fee	
c) Site area and booth lighting	\$15	\$357	\$357	\$342	100%	Fixed Fee	

City of Gilroy

BEFORE AND AFTER ILLUSTRATION - BUILDING FEES

Fee Description	Current Fee	Cost of Service	Proposed Fee	Change	Proposed Cost Recovery	Unit	Note
48 Electrical Services							
a) Main Electrical Service							
i) 400 amps or less	\$422	\$510	\$510	\$88	100%	Fixed Fee	
ii) Over 400 amps	\$771	\$918	\$918	\$147	100%	Fixed Fee	
b) Sub-Panels							
i) 200 amps or less	\$193	\$204	\$204	\$11	100%	Fixed Fee	
ii) Over 200 amps	\$294	\$306	\$306	\$12	100%	Fixed Fee	
c) Meter Pedestal	\$321	\$459	\$459	\$138	100%	Fixed Fee	
49 Generator Permit Fee	n/a - new	\$153	\$153	n/a - new	100%	Fixed Fee	[d]
50 Cell Tower (fee includes 1st and 2nd plan review)							
a) New Cell Tower Permit, each	\$1,137	\$1,377	\$1,377	\$240	100%	Fixed Fee	
b) Alteration of Existing Cell Tower	\$1,137	\$1,020	\$1,020	(\$117)	100%	Fixed Fee	
51 Electrical Vehicle Charging (EVC) (fee includes 1st and 2nd plan review)							
a) EVC - Residential	\$301	\$357	\$357	\$56	100%	Fixed Fee	
b) EVC - Residential Multi-Family	See Bldg Valuation Table; Based on valuation or contract price, whichever is greater		See Bldg Valuation Table; Based on valuation or contract price, whichever is greater			Fixed Fee	[b],[e]
c) EVC - Non-Residential	See Bldg Valuation Table; Based on valuation or contract price, whichever is greater		See Bldg Valuation Table; Based on valuation or contract price, whichever is greater			Fixed Fee	[b],[e]

City of Gilroy

BEFORE AND AFTER ILLUSTRATION - BUILDING FEES

Fee Description	Current Fee	Cost of Service	Proposed Fee	Change	Proposed Cost Recovery	Unit	Note
Mechanical Stand-Alone Fees (fixture based)							
In Addition to Permit Processing Fee							
52 Heating, Ventilation, and Air Conditioning (HVAC)							
a) Residential (New) Furnace and/or AC / Condenser / Heat Pump / Ductless / Split / Mini-Split Systems	\$363	\$357	\$357	(\$6)	100%	Fixed Fee	
b) Residential existing (Replace) Furnace and/or AC / Condenser / Heat Pump / Ductless / Split / Mini-Split Systems	\$210	\$306	\$306	\$96	100%	Fixed Fee	
c) Residential (New, Adding, Replacing and/or Relocating) Ducts and Vents, each	\$29	\$51	\$51	\$22	100%	Fixed Fee	
d) Non-Residential (New) Furnace and/or HVAC / Condenser	\$540	\$714	\$714	\$174	100%	Fixed Fee	
e) Non-Residential existing (Replace) Furnace and/or HVAC / Condenser	\$401	\$510	\$510	\$109	100%	Fixed Fee	
f) Non-Residential (New, Adding, Replacing or Relocating) Ducts and Vents, each	\$33	\$204	\$204	\$171	100%	Fixed Fee	
53 Forced Air Furnace or Burner, for the installation or relocation of each							
a) Up to 100,000 btu/h	\$20	\$357	\$357	\$337	100%	Fixed Fee	
b) Over 100,000 btu/h	\$20	\$510	\$510	\$490	100%	Fixed Fee	
54 Floor Furnace, for the installation or relocation of each, including vent	\$17	\$357	\$357	\$340	100%	Fixed Fee	
55 Suspended Heater, Recessed Wall, Floor-Mounted Unit Heater, for the installation or relocation of each	\$17	\$357	\$357	\$340	100%	Fixed Fee	
56 Commercial or Industrial Type Incinerator, for the installation or relocation of each (fee includes 1st and 2nd plan review)	\$83	\$663	\$663	\$580	100%	Fixed Fee	
57 Appliance Not Listed, for each appliance or piece of equipment regulated by this code but not classed in other appliance categories or for which no other fee is listed	\$14	\$408	\$408	\$394	100%	Fixed Fee	

City of Gilroy

BEFORE AND AFTER ILLUSTRATION - BUILDING FEES

Fee Description	Current Fee	Cost of Service	Proposed Fee	Change	Proposed Cost Recovery	Unit	Note
Plumbing Stand-Alone Fees (fixture based) In Addition to Permit Processing Fee							
58 Water Heater & Water Softener Permit Fees							
a) Water Heater, Tankless, Natural Gas or Heat Pump, each	varies	\$255	\$255	varies	100%	Fixed Fee	[f]
b) Water Softener	\$160	\$255	\$255	\$95	100%	Fixed Fee	
59 Waterline, Sewer or Gas Permit Fees							
a) Residential repipe waterline or gas (interior)	\$290	\$306	\$306	\$16	100%	Fixed Fee	
b) Residential repipe from house to main waterline or gas (exterior)	\$202	\$255	\$255	\$53	100%	Fixed Fee	
c) Residential repipe sewer (interior)	\$387	\$408	\$408	\$21	100%	Fixed Fee	
d) Residential repipe from house to main sewer (exterior)	\$289	\$306	\$306	\$17	100%	Fixed Fee	
e) Non-Residential repipe waterline or gas (interior/exterior)	See Bldg Valuation Table; Based on valuation or contract price, whichever is greater		See Bldg Valuation Table; Based on valuation or contract price, whichever is greater			Fixed Fee	[b]
f) Non-Residential repipe sewer (interior)	\$783	\$816	\$816	\$33	100%	Fixed Fee	
g) Non-Residential repipe from building to main sewer (exterior)	\$490	\$714	\$714	\$224	100%	Fixed Fee	
60 For Each Backflow Protective Device Other Than Atmospheric-type Vacuum Breakers	\$15 - \$28	\$102	\$102	varies	100%	Fixed Fee	
61 For Atmospheric-type Vacuum Breakers:							
a) 1 to 5, each	\$15	\$102	\$102	\$87	100%	Fixed Fee	
b) Over 5, each	\$2	\$51	\$51	\$49	100%	Fixed Fee	

[a] California Government Code Section 66015.

[b] Fees calculated using building valuation table / building permit fee table.

[c] For permanently installed rides, booths, displays and attractions, use the mechanical permit fees.

[d] Generators using propane tanks or exceeding 55 gallons of diesel fuel require a Hazardous Materials Plan Review and Inspection.

[e] EVC installations using lithium-ion battery backup require a Hazardous Materials Plan Review and Inspection.

[f] If converting and/or relocating, building plan review and building inspections fees are also applicable.

City of Gilroy

BEFORE AND AFTER ILLUSTRATION - BUILDING FEES

Fee Description		Current Fee	Cost of Service	Proposed Fee	Change	Proposed Cost Recovery	Unit	Note
Grading Plan Review / Permit Fees (Add Cut and Fill for Total Cubic Yards) In Addition to Permit Processing Fee								
62	Grading Plan Review Fee							
	a) Base Fee (Up to 1.5 hours)	\$288	\$306	\$306	\$18	100%	Fixed Fee	
	b) Each Additional Hour	\$166	\$204	\$204	\$38	100%	Per Hour	
63	Grading Permit Fee							
	a) Up to 1,000 cubic yards (CY)	\$421.00	\$153.00	\$153.00	(\$268)	100%	Fixed Fee	
	b) 1001 CY to 10,000 CY							
	i) Base Fee for Up to 1,000 CY	\$421.00	\$255.00	\$255.00	(\$166)	100%	Fixed Fee	
	ii) Fee for Each Addition 1,000 CY up to 10,000 CY	\$13.44	\$62.33	\$62.33	\$49	100%	Fixed Fee	
	c) 10,001 cubic yards, to 100,000 cubic yards							
	i) Base Fee for Up to 10,000 CY	\$542.00	\$816.00	\$816.00	\$274	100%	Fixed Fee	
	ii) Fee for Each Addition 10,000 CY up to 100,000 CY	\$70.56	\$22.67	\$22.67	(\$48)	100%	Fixed Fee	
	d) 100,001 cubic yards or more							
	i) Base Fee for Up to 100,000 CY	\$1,177.00	\$1,020.00	\$1,020.00	(\$157)	100%	Fixed Fee	
	ii) Fee for Each Addition 10,000 CY or fraction thereof	\$52.92	\$17.00	\$17.00	(\$36)	100%	Fixed Fee	
Hourly Billing Rate								
64	Building Division Standard Hourly Billing Rate and Hourly Rate for Services Not Identified in this Schedule	\$166	\$204	\$204	\$38	100%	Per Hour	

City of Gilroy

BEFORE AND AFTER ILLUSTRATION - PLANNING FEES

Fee Description		Current Fee / Deposit	Cost of Service	Proposed Fee / Deposit	Change	Proposed Cost Recovery	Charge Basis	Note
Agreements								
1	Development Agreement	\$20,907	varies	\$50,000	n/a - deposit	100%	Time & Materials with Initial Deposit, Plus \$50,000 Attorney Fee Deposit, Plus Public Noticing	[a],[b]
2	Mills Act Request	\$2,314	\$4,237	\$4,237	\$1,923	100%	Fixed Fee, Plus Attorney Fees	[a],[b]
3	Williamson Act Cancellation	\$8,844	varies	\$50,000	n/a - deposit	100%	Time & Materials with Initial Deposit, Plus \$10,000 Attorney Fee Deposit, Plus Public Noticing	[a],[b]
Annexation								
4	Annexation	\$21,510	\$32,893	\$32,893	\$11,383	100%	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]
5	Pre-Annexation Agreement	varies	\$24,753	\$24,753	varies	100%	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]
Appeals								
6	Appeal to Planning Commission	\$1,019	\$4,014	\$2,007	\$988	50%	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]
7	Appeal to City Council	\$1,254	\$5,352	\$2,676	\$1,422	50%	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]

City of Gilroy

BEFORE AND AFTER ILLUSTRATION - PLANNING FEES

Fee Description	Current Fee / Deposit	Cost of Service	Proposed Fee / Deposit	Change	Proposed Cost Recovery	Charge Basis	Note
Design Review							
8 Architectural and Site Review - Residential							
a) Residential Flat New Construction							
i) 2 to 3 units	modified structure	\$4,014	\$4,014	varies	100%	Fixed Fee	
ii) 4 to 50 units							
a) Base Fee for Up to Ten Units	\$9,087	\$13,046	\$13,046	\$3,959	100%	Fixed Fee	
b) Fee for Each Additional Unit (Between 11 and 50)	modified structure	\$396	\$396	varies	100%	Fixed Fee	
iii) 51 to 100 units							
a) Base Fee for First 50 Units	modified structure	\$28,879	\$28,879	varies	100%	Fixed Fee	
b) Fee for Each Additional Unit (Between 51 and 100)	modified structure	\$201	\$201	varies	100%	Fixed Fee	
iv) 101 to 300 units							
a) Base Fee for First 100 Units	modified structure	\$38,914	\$38,914	varies	100%	Fixed Fee	
b) Fee for Each Additional Unit (Between 101 and 300)	modified structure	\$100	\$100	varies	100%	Fixed Fee	
v) More than 300 Units							
a) Base Fee for First 300 Units	modified structure	\$58,872	\$58,872	varies	100%	Fixed Fee	
b) Fee for Each Additional Unit	modified structure	\$50	\$50	varies	100%	Fixed Fee	
b) Residential Hillside (RH) New Construction (RH Zone)							
i) Single Custom Home	\$4,965	\$5,687	\$5,687	\$722	100%	Fixed Fee	
ii) 2 to 3 units	modified structure	\$6,021	\$6,021	varies	100%	Fixed Fee	
iii) 4 to 50 units							
a) Base Fee for Up to Ten Units	modified structure	\$18,063	\$18,063	varies	100%	Fixed Fee	
b) Fee for Each Additional Unit (Between 11 and 50)	modified structure	\$535	\$535	varies	100%	Fixed Fee	
iv) 50 to 100 units							
a) Base Fee for First 50 Units	modified structure	\$39,471	\$39,471	varies	100%	Fixed Fee	
b) Fee for Each Additional Unit (Between 51 and 100)	modified structure	\$268	\$268	varies	100%	Fixed Fee	
v) More than 100 units							
a) Base Fee for First 100 Units	modified structure	\$52,851	\$52,851	varies	100%	Fixed Fee	
b) Fee for Each Additional Unit	modified structure	\$134	\$134	varies	100%	Fixed Fee	
c) Residential Hillside/Multifamily Remodel/Additions	\$1,285	\$2,899	\$2,899	\$1,614	100%	Fixed Fee	
d) Residential Accessory Structure over 12 feet high OR two-stories	modified structure	\$5,241	\$5,241	varies	100%	Fixed Fee, Plus Public Noticing	[b]

City of Gilroy

BEFORE AND AFTER ILLUSTRATION - PLANNING FEES

Fee Description	Current Fee / Deposit	Cost of Service	Proposed Fee / Deposit	Change	Proposed Cost Recovery	Charge Basis	Note
9 Architectural and Site Review - Industrial							
a) New Construction (up to 10,000 sq.ft.)	\$8,388	\$12,154	\$12,154	\$3,766	100%	Fixed Fee	
b) New Construction (each additional 10,000 sq.ft. or fraction thereof)	\$661	\$1,227	\$1,227	\$566	100%	Fixed Fee	
c) Industrial Remodel/Additions	\$2,511	\$3,568	\$3,568	\$1,057	100%	Fixed Fee	
10 Architectural and Site Review - Commercial							
a) New Construction (up to 5,000 sq. ft.)	\$11,357	\$12,154	\$12,154	\$797	100%	Fixed Fee	
b) New Construction (each additional 5,000 sq.ft. or fraction thereof)	\$1,015	\$1,784	\$1,784	\$769	100%	Fixed Fee	
c) Commercial Remodel/Additions	\$2,901	\$3,568	\$3,568	\$667	100%	Fixed Fee	
11 Historic Resource Review (Staff)	\$3,217	\$1,617	\$1,617	(\$1,600)	100%	Fixed Fee, Plus Consultant Fees, Plus 15% Staff Review, Plus 12% Administrative Fee, Plus Attorney Fees, Plus 10% Contingency, Plus Public Noticing	[a],[b]
12 Historic Resource Review, Demolition, or Significant Alteration(s) (Planning Commission) - Additional Fee	varies	\$3,624	\$3,624	varies	100%	Fixed Fee, Plus Consultant Fees, Plus 15% Staff Review, Plus 12% Administrative Fee, Plus Attorney Fees, Plus 10% Contingency, Plus Public Noticing	[a],[b]
13 Historic Resource Review, Demolition, or Significant Alteration(s) (City Council) - Additional Fee	varies	\$5,631	\$5,631	varies	100%	Fixed Fee, Plus Consultant Fees, Plus 15% Staff Review,	[a],[b]
14 Las Animas/Murray Overlay Fee	\$1,558	\$4,070	\$4,070	\$2,512	100%	Fixed Fee, Plus Public Noticing	[b]
15 Minor Modification	\$350	\$335	\$335	(\$16)	100%	Minimum Fee, Plus Public Noticing, Time & Materials	[a],[b]

City of Gilroy

BEFORE AND AFTER ILLUSTRATION - PLANNING FEES

Fee Description		Current Fee / Deposit	Cost of Service	Proposed Fee / Deposit	Change	Proposed Cost Recovery	Charge Basis	Note
Environmental								
16	Categorical Exemption	\$588	\$1,115	\$1,115	\$527	100%	Fixed Fee	
17	EIR/MND/Initial Study/Environmental Consultation	Pass Through		Pass Through, Plus 15% Staff Review, Plus 12% Administrative Fee, Plus 10% Contingency, Plus Attorney Fees, Plus Public	varies	100%	Pass Through	[a],[b]
18	Habitat Plan Review	Pass Through		Pass Through, Plus 15% Staff Review, Plus 12% Administrative Fee, Plus 10% Contingency	varies	100%	Pass Through	[a],[b]
19	Habitat Conservation Permit Processing for Nitrogen-Deposit Only (NDO)	n/a - new	\$446	\$446	n/a - new	100%	Fixed Fee	
20	Habitat Agency Fee	Pass Through		Pass Through	No Change	100%	Pass Through	[a]
General Plan Amendment								
21	General Plan Map Amendment							
	a) Up to 10 acres							
	i) Base Fee (Includes up to 70 hours of staff review)	\$17,096	\$15,610	\$15,610	(\$1,486)	100%	Fixed Fee, Plus Attorney	[a],[b]
	ii) Each Additional Hour, if applicable	modified structure	\$223	\$223	varies	100%	Per Hour	
	b) Over 10 acres							
	i) Base Fee (Includes up to 100 hours of staff review)	\$17,096	\$22,300	\$22,300	\$5,204	100%	Fixed Fee, Plus Attorney	[a],[b]
	ii) Each Additional Hour, if applicable	modified structure	\$223	\$223	varies	100%	Per Hour	
22	General Plan Text Amendment							
	a) Base Fee (Includes up to 140 hours of staff review)	\$17,096	\$31,220	\$31,220	\$14,124	100%	Fixed Fee, Plus Attorney	[a],[b]
	b) Each Additional Hour, if applicable	modified structure	\$223	\$223	varies	100%	Per Hour	
Inspections								
23	Planning Inspections	Divisional hourly rate	\$223	\$223	varies	100%	Per Hour, Minimum 1 Hour	
24	Special Services/Inspections	Division(s) hourly rate	\$223	\$223	varies	100%	Per Hour, Minimum 3 Hours	
25	Planning Inspections Outside of Normal Business Hours	\$522	\$268	\$268	varies	100%	Per Hour, Minimum 2 Hours	
26	Planning Re-Inspection							
	a) Base Fee (Up to 1.5 hours)	n/a - new	\$335	\$335	n/a - new	100%	Fixed Fee	[c]
	b) Each Additional Hour	n/a - new	\$223	\$223	n/a - new	100%	Per Hour	[c]

City of Gilroy

BEFORE AND AFTER ILLUSTRATION - PLANNING FEES

Fee Description	Current Fee / Deposit	Cost of Service	Proposed Fee / Deposit	Change	Proposed Cost Recovery	Charge Basis	Note
Pre-Application							
27 Pre-Application Development Review Group (DRG) Review	\$3,819	\$3,903	\$3,903	\$84	100%	Fixed Fee	
28 Pre-Application: SB 330 Review	varies	\$2,007	\$2,007	varies	100%	Fixed Fee	
Plan Review of Building Permits							
29 Planning Plan Review of Building Permits	Divisional hourly rate	\$223	\$223	varies	100%	Per hour	
30 Expedited Plan Review of Building Permits	n/a - new		1.5x base fee	n/a - new	100%	Per hour	
Public Noticing							
31 Print Media Publication	\$1,237		\$729	(\$508)	100%	Fixed Fee	
32 Public Notice Preparation and Mailing	varies	\$892	\$892	varies	100%	Fixed Fee	
Signs							
33 Sign Permit							
a) First sign	\$321	\$335	\$335	\$14	100%	Fixed Fee	
b) Each additional sign or refacing	\$139	\$112	\$112	(\$28)	100%	Fixed Fee	
34 Temporary Banners	varies	\$74	\$74	varies	100%	Fixed Fee	
35 Master Shopping Center Sign Program	\$2,437	\$2,007	\$2,007	(\$430)	100%	Fixed Fee	
36 Modification of Sign Program	\$556	\$1,561	\$1,561	\$1,005	100%	Fixed Fee	
Tentative Maps							
37 Tentative Parcel Map (up to 4 lots)	\$11,234	\$10,035	\$10,035	(\$1,199)	100%	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]
38 Tentative Tract Map (5 or more lots)							
a) 5 - 12 lots	\$20,857	\$16,948	\$16,948	(\$3,909)	100%	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]
b) Each lot over 12 lots, Flat lot	\$331	\$558	\$558	\$227	100%	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]
c) Each lot over 12 lots, Hillside lot	\$961	\$1,004	\$1,004	\$43	100%	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]
39 Tentative Tract Map Extension	\$841	\$1,561	\$1,561	\$720	100%	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]

City of Gilroy

BEFORE AND AFTER ILLUSTRATION - PLANNING FEES

Fee Description		Current Fee / Deposit	Cost of Service	Proposed Fee / Deposit	Change	Proposed Cost Recovery	Charge Basis	Note
Tree Removal								
40	Tree Removal Permit	\$329	\$446	\$446	\$117	100%	Fixed Fee, Plus Public Noticing	[b]
41	Tree Removal Permit (dead tree)	\$329	\$112	\$112	(\$218)	100%	Fixed Fee	
Temporary Use Permit								
42	Temporary Use Permit							
	a) Base Fee (Includes up to 9 hours of staff review)	\$2,272	\$2,007	\$2,007	(\$265)	100%	Fixed Fee	
	b) Each Additional Hour, if applicable	modified structure	\$223	\$223	varies	100%	Per Hour	
43	Minor Temporary Use Permit							
	a) Base Fee (Includes up to 2 hours of staff review)	\$1,683	\$446	\$446	(\$1,237)	100%	Fixed Fee	
	b) Each Additional Hour, if applicable	modified structure	\$223	\$223	varies	100%	Per Hour	
Urban Service Area Amendment								
44	Urban Service Area Amendment	\$31,980	\$50,175	\$50,175	\$18,195	100%	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]
Use Permits								
45	Conditional Use Permit	\$6,059	\$7,805	\$7,805	\$1,746	100%	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]
46	Minor Use Permit	\$1,270	\$4,014	\$4,014	\$2,744	100%	Fixed Fee	
47	Downtown Special Use Permit	varies	\$4,906	\$4,906	varies	100%	Fixed Fee	
48	Downtown Use Permit	varies	\$4,014	\$4,014	varies	100%	Fixed Fee	
Variance								
49	Minor Deviation Variance Review	\$2,687	\$2,453	\$2,453	(\$234)	100%	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]
50	Variance Request	\$5,992	\$7,582	\$7,582	\$1,590	100%	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]
Wireless Facilities								
51	Wireless (new facility)	varies	\$3,791	\$3,791	varies	100%	Fixed Fee	
52	Wireless Eligible Facility Request / Zoning Clearance	varies	\$781	\$781	varies	100%	Fixed Fee	

City of Gilroy

BEFORE AND AFTER ILLUSTRATION - PLANNING FEES

Fee Description	Current Fee / Deposit	Cost of Service	Proposed Fee / Deposit	Change	Proposed Cost Recovery	Charge Basis	Note
Zoning							
53 Planned Development	\$17,753	\$15,443	\$15,443	(\$2,310)	100%	Fixed Fee, Plus Arch & Site Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]
54 Zoning Map Amendment							
a) Up to 10 acres	\$13,022	\$13,603	\$13,603	\$581	100%	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]
b) Over 10 acres	\$13,022	\$18,732	\$18,732	\$5,710	100%	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]
55 Zoning Ordinance Text Amendment	\$15,797	\$22,969	\$22,969	\$7,172	100%	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]
56 Zoning Verification	\$438	\$335	\$335	(\$104)	100%	Fixed Fee	
57 Zoning Verification - Additional Research	n/a - new	\$892	\$892	n/a - new	100%	Fixed Fee	
Other Review and Service Fees							
58 Community Planning Fee	20%		20%	No Change		% of Permit and Plan Review Fee	
59 Entitlement Approval Time Extension	\$449	\$223	\$223	(\$226)	100%	Fixed Fee, Plus Public Noticing	[b]
60 Public Hearing Continuation Request by Applicant	Div Hourly Rate	\$558	\$558	varies	100%	Fixed Fee, Plus Public Noticing	[b]
61 Home Occupation Permit	n/a - new	\$223	\$223	n/a - new	100%	Fixed Fee	
Miscellaneous Projects Fee							
62 Planning Research	Div Hourly Rate + Direct Cost	\$223	\$223	varies	100%	Per Hour, Minimum 2 Hours, Time & Materials	[a]
63 Planning Technology Fee	5%		5%	No Change		% of permit fee	
64 Security Deposit / Bond Application Fee	\$295	\$446	\$446	\$151	100%	Fixed Fee	
65 Bond	Based on Construction Valuation		Based on Construction Valuation	No Change			
66 Planning Division Standard Hourly Billing Rate and Hourly Rate for Services Not Identified in this Schedule	\$166	\$223	\$223	\$57	100%	Per hour	

[a] "Time & Materials" and "Pass Through" fees include all costs including consultant costs, outside agency costs, noticing costs, etc. Additional fees may be assessed, as determined by the Community Development Director, based upon complications due to environmental review, three or more resubmittals, applicant initiated project revisions, continued public hearings, additional publishing costs, and applicant delays, etc.

[b] For those projects involving multiple applications, the publishing costs will be reduced to a single charge when it is determined, and reasonably possible, that the public hearing applications can be processed together. For any user fee service request that is outside the scope, or for services for which there is no fee currently set, the City can charge the Division Hourly Rate.

[c] Re-inspection fees apply at the third re-inspection.

City of Gilroy

BEFORE AND AFTER ILLUSTRATION - FIRE PREVENTION AND HAZARDOUS MATERIALS FEES

Fee Description		Current Fee	Cost of Service	Proposed Fee	Change	Proposed Cost Recovery	Charge Basis	Note
Fire Prevention - Construction and Single Use								
1	Fire Prevention Plan Review							
	a) Up to 3 Rounds of Reviews	\$588	\$625	\$625	\$37	100%	Fixed Fee	
	b) Beyond 3 rounds, each resubmittal	n/a - new	\$250	\$250	n/a - new	100%	Per Hour	
2	Fire Permit (Construction)	See Bldg Valuation Table		See Bldg Valuation Table	No Change		Fixed Fee	
3	Fire Prevention Expedited Plan Review	n/a - new		150% of Fire Plan Review Fee	n/a - new	100%	Fixed Fee	
4	Fire Prevention Re-Inspection							
	a) Base Fee (Up to 1.5 hours)	varies	\$375	\$375	varies	100%	Fixed Fee	[a]
	b) Each Additional Hour	varies	\$250	\$250	varies	100%	Per Hour	[a]
5	Fire Clearance Inspection							
	a) Up to 2 Hours	\$410	\$500	\$500	\$90	100%	Fixed Fee	
	b) Each Additional Hour	n/a - new	\$250	\$250	n/a - new	100%	Per Hour	
6	Fire Clearance Consultation							
	a) Up to 2 Hours	n/a - new	\$500	\$500	n/a - new	100%	Fixed Fee	
	b) Each Additional Hour	n/a - new	\$250	\$250	n/a - new	100%	Per Hour	
7	Fire Sprinkler Permit	varies	\$625	\$625	varies	100%	Fixed Fee	
8	Fire Flow Per Hydrant	\$503	\$563	\$563	\$60	100%	Fixed Fee	
9	Fire Energy Storage System - ESS having capacities exceeding 20 KWh							
	a) Inspection	\$151	\$250	\$250	\$100	100%	Per Hour	
	b) Plan Review	\$231	\$250	\$250	\$20	100%	Per Hour	
	c) Consultant Fee and Contract Administration			Pass Through, Plus 15% Administrative Fee	varies	100%	Time & Materials	
10	Fire Alternate Materials and Methods Review, each type (Consultant)	Division Hourly Rate + Contractual Costs		Pass Through, Plus 15% Administrative Fee	varies	100%	Time & Materials	
11	Fire Alternate Materials and Methods Review, each type (Staff)							
	a) Application and Review	\$326	\$1,250	\$1,250	\$924	100%	Fixed Fee	
	b) Each Additional Review/Inspection	n/a - new	\$250	\$250	n/a - new	100%	Per Hour	

City of Gilroy

BEFORE AND AFTER ILLUSTRATION - FIRE PREVENTION AND HAZARDOUS MATERIALS FEES

Fee Description	Current Fee	Cost of Service	Proposed Fee	Change	Proposed Cost Recovery	Charge Basis	Note
12 Special Event Plan Review							
a) Up to 2 Hours	n/a - new	\$500	\$500	n/a - new	100%	Fixed Fee	
b) Each Additional Hour	n/a - new	\$250	\$250	n/a - new	100%	Per Hour	
13 Special Event Inspection							
a) Up to 2 Hours							
i) During Regular Business Hours	\$426	\$500	\$500	\$74	100%	Fixed Fee	
ii) Outside of Regular Business Hours	\$426	\$600	\$600	\$174	100%	Fixed Fee	
b) Each Additional Hour							
i) During Regular Business Hours	n/a - new	\$250	\$250	n/a - new	100%	Per Hour	
ii) Outside of Regular Business Hours	n/a - new	\$300	\$300	n/a - new	100%	Per Hour	
14 Special Inspection							
a) Application and Review	n/a - new	\$250	\$250	n/a - new	100%	Fixed Fee	
b) Each Additional Review/Inspection	n/a - new	\$250	\$250	n/a - new	100%	Per Hour	
c) Consultant Fee and Contract Administration			Pass Through, Plus 15% Administrative Fee	varies		Time & Materials	
Fire Prevention - Operational (Annual)							
15 Fire Code Operational Permit	\$473	\$500	\$500	\$27	100%	Fixed Fee	
16 Fire Operational Compliance Re-Inspection							
a) Up to 1.5 Hours	varies	\$375	\$375	varies	100%	Fixed Fee	
b) Each Additional Hour	varies	\$250	\$250	varies	100%	Per Hour	
17 State Fire Marshal Mandated Inspections - Apartments							
a) 3-7 units	\$280	\$250	\$250	(\$30)	100%	Per Parcel	
b) 8-16 units	\$280	\$375	\$375	\$95	100%	Per Parcel	
c) 17-32 units	\$363	\$500	\$500	\$137	100%	Per Parcel	
d) 33-100 units	\$447	\$625	\$625	\$178	100%	Per Parcel	
e) 101-199 units	\$613	\$750	\$750	\$137	100%	Per Parcel	
f) 200 plus units	\$613	\$1,250	\$1,250	\$637	100%	Per Parcel	
18 State Fire Marshal Mandated Inspection - Other Regulated Sites (Schools, Hotels/Motels, Licensed Care Facilities, Institutions)							
a) Less than 10,000 sq. ft.	\$548	\$375	\$375	(\$173)	100%	Per Parcel	
b) 10,000 sq. ft. or greater	\$548	\$625	\$625	\$77	100%	Per Parcel	

City of Gilroy

BEFORE AND AFTER ILLUSTRATION - FIRE PREVENTION AND HAZARDOUS MATERIALS FEES

Fee Description	Current Fee	Cost of Service	Proposed Fee	Change	Proposed Cost Recovery	Charge Basis	Note
CUPA/Hazardous Materials - General Fees							
19 Spill Investigation, Response/Cleanup oversight	Division hourly rate	\$250	\$250	varies	100%	Per Hour	
20 Facility Closure							
a) Up to 2 Hours	\$491	\$500	\$500	\$9	100%	Fixed Fee	
b) Each Additional Hour	n/a - new	\$250	\$250	n/a - new	100%	Per Hour	
21 CUPA/Hazardous Materials - Construction							
a) Hazardous Materials Plan Review (Construction)							
i) Up to 2 Hours	\$751	\$500	\$500	(\$251)	100%	Fixed Fee	
ii) Each Additional Hour	n/a - new	\$250	\$250	n/a - new	100%	Per Hour	
b) Hazardous Materials Inspection (Construction)							
i) Up to 1 Hour	n/a - new	\$250	\$250	n/a - new	100%	Fixed Fee	
ii) Each Additional Hour	n/a - new	\$250	\$250	n/a - new	100%	Per Hour	
22 Underground Storage Tank (UST) Installation							
a) 1-3 tanks per site	\$3,663	\$6,250	\$6,250	\$2,587	100%	Fixed Fee	
b) Over 3 tanks, each							
i) Up to 8 Hours	n/a - new	\$2,000	\$2,000	n/a - new	100%	Fixed Fee	
ii) Each Additional Hour	n/a - new	\$250	\$250	n/a - new	100%	Per Hour	
23 UST Repair/Modification							
a) Piping and tank system repair only							
i) Up to 2.5 Hours	\$512	\$625	\$625	\$113	100%	Fixed Fee	
ii) Each Additional Hour	n/a - new	\$250	\$250	n/a - new	100%	Per Hour	
24 UST Closure and Removal							
a) Removal, per tank - Up to 8 Hours	\$1,613	\$2,000	\$2,000	\$387	100%	Fixed Fee	
b) Each Additional Hour	n/a - new	\$250	\$250	n/a - new	100%	Per Hour	
25 UST Testing, per tank	\$292	\$500	\$500	\$208	100%	Per Tank	
26 CUPA/Hazardous Materials Re-Inspection							
a) Base Fee (Up to 1.5 hours)	varies	\$375	\$375	varies	100%	Fixed Fee	[a]
b) Each Additional Hour	varies	\$250	\$250	varies	100%	Per Hour	[a]

City of Gilroy

BEFORE AND AFTER ILLUSTRATION - FIRE PREVENTION AND HAZARDOUS MATERIALS FEES

Fee Description	Current Fee	Cost of Service	Proposed Fee	Change	Proposed Cost Recovery	Charge Basis	Note
CUPA/Hazardous Materials Operational Permits (Annual)							
27 Hazmat/CUPA Compliance Re-Inspection (Operational)							
a) Up to 1.5 Hours	varies	\$375	\$375	varies	100%	Fixed Fee	
b) Each Additional Hour	varies	\$250	\$250	varies	100%	Per Hour	
28 Hazardous Materials Storage Ordinance No. 98-10 (HMSO) Annual Permit							
a) HMSO1/HMORT Retail Only (limited substances; only one chemical)	\$288	\$313	\$313	\$25	100%	Fixed Fee	
b) HMSO2 (threshold limits: up to 5,000 lbs, solids; 55-550 gal, liquids; 200-2,000 cu. ft. at STP for compressed gas)	\$421	\$438	\$438	\$17	100%	Fixed Fee	
c) HMSO3 (threshold limits: 5,001-25,000 lbs, solids; 551-2,750 gal, liquids; 2,001-10,000 cu. ft. at STP for compressed gas)	\$686	\$688	\$688	\$2	100%	Fixed Fee	
d) HMSO4 (threshold limits: 25,001-50,000 lbs, solids; 2,751-5,500 gal, liquids; 10,000-20,000 cu. ft. at STP for compressed gas)	\$883	\$938	\$938	\$55	100%	Fixed Fee	
e) HMSO5 (threshold limits: > 50,000 lbs, solids; > 5,500 gal, liquids; > 20,000 cu. ft. at STP for compressed gas)	\$1,016	\$1,063	\$1,063	\$47	100%	Fixed Fee	
29 Hazardous Waste Generator (HWG) Annual Permit							
a) HWG0–Retail/Episodic (less than 100 kg/month)	\$263	\$313	\$313	\$50	100%	Fixed Fee	
b) HWG1 (less than 2.5 tons/year)	\$288	\$313	\$313	\$25	100%	Fixed Fee	
c) HWG2 (greater than 2.5 to less than 5 tons/year)	\$353	\$375	\$375	\$22	100%	Fixed Fee	
d) HWG3 (greater than 5 to less than 25 tons/year)	\$553	\$563	\$563	\$10	100%	Fixed Fee	
e) HWG4 (greater than 25 to less than 50 tons/year)	\$751	\$813	\$813	\$62	100%	Fixed Fee	
f) HWG5 (greater than 50 to less than 250 tons/year)	\$951	\$1,000	\$1,000	\$49	100%	Fixed Fee	
g) HWG6 (greater than 250 to less than 500 tons/year)	\$1,149	\$1,125	\$1,125	(\$24)	100%	Fixed Fee	
h) HWG7 (greater than 500 to less than 1,000 tons/year)	\$1,348	\$1,375	\$1,375	\$27	100%	Fixed Fee	
i) HWG8 (greater than 1,000 to less than 2,000 tons/year)	\$1,547	\$1,563	\$1,563	\$16	100%	Fixed Fee	
30 Hazardous Waste Conditional Exempt (CE) Annual Tiered Permit	\$421	\$438	\$438	\$17	100%	Fixed Fee	
31 Hazardous Waste Conditional Authorization (CA) Annual Tiered Permit	\$686	\$750	\$750	\$64	100%	Fixed Fee	
32 Hazardous Waste Annual Tiered Permit by Rule (PBR)	\$1,348	\$1,375	\$1,375	\$27	100%	Fixed Fee, Plus Recording Fees	
33 California Accidental Release Prevention Program (CAL-ARP Facility) Annual Permit	\$686	\$1,250	\$1,250	\$564	100%	Fixed Fee, Includes 5-year Audit	

City of Gilroy

BEFORE AND AFTER ILLUSTRATION - FIRE PREVENTION AND HAZARDOUS MATERIALS FEES

Fee Description	Current Fee	Cost of Service	Proposed Fee	Change	Proposed Cost Recovery	Charge Basis	Note
34 CAL-ARP Facility Audit Fee for New Facilities							
a) Staff Audit	\$2,774	\$4,438	\$4,438	\$1,664	100%	Fixed Fee	
b) Consultant Audit			Pass Through, Plus 15% Administrative Fee			Time & Materials	
35 Above Ground Hazardous Materials Petroleum Storage Site Annual Permit							
a) Tier 1 (no containers greater than 5,000 gallons and aggregate not more than 10,000 gallons)	\$421	\$438	\$438	\$17	100%	Fixed Fee	
b) Tier 2 (Containers greater than 5,000 gallons and no more than 10,000 gallons. Cannot have an aggregate total storage of more than 10,000 gallons.)	\$486	\$500	\$500	\$14	100%	Fixed Fee	
c) Non-qualifying Facility (Containers greater than 10,000 gallons)	\$553	\$625	\$625	\$72	100%	Fixed Fee	
36 Underground Storage Tank (UST) Annual Operating Permit							
a) 1-3 tanks per site	\$1,296	\$1,313	\$1,313	\$17	100%	Fixed Fee	
b) 4 or more tanks per site, per tank	\$1,487	\$750	\$750	(\$737)	100%	Fixed Fee	
37 UST Compliance Re-inspection (Operational)	\$514	\$563	\$563	\$49	100%	Fixed Fee	
Fire Prevention and Hazardous Materials Miscellaneous Fees							
38 Fire Prevention/Hazardous Materials Technology Fee	modified structure		5%	varies		% of Permit and Plan Review Fees	
39 Late Fee	\$343	\$250	\$250	(\$93)	100%	Fixed Fee	
40 Fire Prevention and/or CUPA/Hazmat Inventory and Equipment Review							
a) Up to 2 Hours	\$349	\$500	\$500	\$151	100%	Fixed Fee	
b) Each Additional Hour	n/a - new	\$250	\$250	n/a - new	100%	Per Hour	
41 Flammable/Combustible Materials Above-Ground Storage Tank (over 10,000 gallons) and new technological hazards	\$2,097	\$2,125	\$2,125	\$28	100%	Per Address	

City of Gilroy

BEFORE AND AFTER ILLUSTRATION - FIRE PREVENTION AND HAZARDOUS MATERIALS FEES

Fee Description	Current Fee	Cost of Service	Proposed Fee	Change	Proposed Cost Recovery	Charge Basis	Note
Fireworks Fees							
42 Fireworks Fire Engine Standby							
a) During Normal Business Hours	\$1,901		Dept Divisional Hourly Rate(s)	varies	100%	Per Hour	
b) Outside of Normal Business Hours	varies		OT Dept Divisional Hourly Rate(s)	varies	100%	Per Hour	
43 Fireworks Public Display Inspection Permit (includes inspection and Fire Code Operational Permit)	\$615	\$1,000	\$1,000	\$385	100%	Fixed Fee	
44 Fireworks - Retail Sales, per booth	\$830	\$875	\$875	\$45	100%	Fixed Fee	
45 Fireworks Vendor Storage Permit (includes Fire Code Operational Permit)	n/a - new	\$1,875	\$1,875	n/a - new	100%	Fixed Fee	
CUPA State Surcharge Fees							
46 Above Ground Petroleum Storage Act (APSA) State Surcharge	\$26		\$26	No Change		State Fee	[b]
47 Certified Unified Program Agency (CUPA) State Surcharge	\$94		\$79	(\$15)		State Fee	[b]
48 Underground Storage Tanks (UST) State Surcharge	\$20 Per Tank		\$20 Per Tank	No Change		State Fee	[b]
49 California Accidental Release Prevention (CalARP) State Surcharge	\$370 Per Regulated Business		\$370 Per Regulated Business	No Change		State Fee	[b]
Fire Prevention Division Hourly Rate							
50 Fire Prevention Division Standard Hourly Billing Rate and Hourly Rate for Services Not Identified in this Schedule	\$170	\$250	\$250	\$80	100%	Per Hour	

[a] Re-inspection fees apply at the third re-inspection.

[b] Fee is intended to mirror amounts established by the State of California. In the case of discrepancies, fees established by the State of California shall supersede amounts shown in this schedule.

City of Gilroy

BEFORE AND AFTER ILLUSTRATION - CODE ENFORCEMENT FEES

Fee Description		Current Fee	Cost of Service	Proposed Fee	Change	Proposed Cost Recovery	Charge Basis	Note
1	Code Enforcement Plan Review	\$98	\$226	\$226	\$128	100%	Per Hour, Minimum 2 Hours	
2	Code Re-inspection Fee	\$98	\$226	\$226	\$128	100%	Per Hour	
3	Sidewalk Vending permit application	\$944		\$944	No Change		Fixed Fee	
4	Sidewalk Vending permit renewal (annual)	\$223		\$223	No Change		Fixed Fee	
5	Code Enforcement Investigation	Varies	\$226	\$226	Varies	100%	Per Hour, Minimum 2 Hours	
6	Notice Recordation or Expungement Fee	Varies	\$226	\$226	Varies	100%	Per Hour, Minimum 2.5 Hours	
7	Code Enforcement Bond Application	Varies	\$452	\$452	Varies	100%		
8	Code Enforcement Bond	Amount is determined by the extent and estimated cost of correcting Building Code violations		Amount is determined by the extent and estimated cost of correcting Building Code violations				
9	Abatement	n/a - new	\$226	\$226	n/a - new	100%	Per Hour	
10	Code Enforcement Division Standard Hourly Billing Rate and Hourly Rate for Services Not Identified in this Schedule	n/a - new	\$226	\$226	n/a - new	100%	Per Hour	

City of Gilroy

BEFORE AND AFTER ILLUSTRATION - HOUSING FEES

Fee Description	Current Fee	Cost of Service	Proposed Fee	Change	Proposed Cost Recovery	Charge Basis	Note
1 Mobile Home Rent Review							
a) Tenants (i + ii)							
i) Base Fee	\$5,514	\$500	\$500	Varies	100%	Fixed Fee	
ii) Initial Deposit			\$2,500	Varies	100%	Deposit	
b) Landlord (i + ii)							
i) Base Fee	\$5,514	\$500	\$500	Varies	100%	Fixed Fee	[a]
ii) Initial Deposit			\$2,500	Varies	100%	Deposit	[a]
2 Housing Project Review	\$3,583	\$5,000	\$5,000	\$1,417	100%	Fixed Fee, Plus Attorney Fees	
3 Housing Related Agreement	\$6,672	\$10,000	\$10,000	\$3,328	100%	Minimum Fee, Plus Attorney Fees	
4 Loan Demand Payoff Fee	n/a - new	\$200	\$200	n/a - new	100%	Per Hour, Minimum 2 Hours	
5 Loan Underwriting	n/a - new	\$200	\$200	n/a - new	100%	Fixed Fee, Plus Attorney Fees	
6 Loan Processing	n/a - new	\$600	\$600	n/a - new	100%	Fixed Fee, Plus Attorney Fees	
7 Loan Subordination Request Review	n/a - new	\$200	\$200	n/a - new	100%	Per Hour, Minimum 2 Hours, Plus Attorney Fees	
8 Housing Division Standard Hourly Billing Rate and Hourly Rate for Services Not Identified in this Schedule	n/a - new	\$200	\$200	n/a - new	100%	Per Hour	

[a] Landlord is required to pay fee when the tenants have paid per Arbitration Fee Code 14A.9.

City of Gilroy

BEFORE AND AFTER ILLUSTRATION - BUSINESS LICENSE FEES FOR SPECIALIZED LICENSES REQUIRING COMMUNITY DEVELOPMENT DEPT REVIEW

Fee Description		Current Fee	Cost of Service	Proposed Fee	Change	Proposed Cost Recovery	Charge Basis	Note
1	Business Licenses - New/moved/change in location or ownership							
	a) Commercial/Industrial - Fire Inspection Required	\$481	\$576	\$576	\$95	100%	Fixed Fee	[a]
	b) Commercial/Industrial - Building Inspection Required	\$497	\$507	\$507	\$10	100%	Fixed Fee	[a]
	c) Pretreatment Inspection Required	\$26	\$125	\$125	\$99	100%	Fixed Fee	[a]

[a] Subject to other standard fees - see business license fees.

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CITY OF GILROY

COMMUNITY DEVELOPMENT DEPARTMENT USER AND REGULATORY FEE STUDY

JULY 2026



7960 B Soquel Drive, Suite 363, Aptos, California 95003
CLEARSOURCEFINANCIAL.COM

REPORTING

- 1 TRANSMITTAL
- 2 EXECUTIVE SUMMARY
- 7 PROJECT ORIENTATION
- 12 IMPLEMENTATION

APPENDICES

- I FEE COMPARISON
- II COST OF SERVICE ANALYSIS

DRAFT



July 2026

CITY OF GILROY

Attention: Sharon Goei | Community Development Director
7351 Rosanna Street
Gilroy, California 95020

COMMUNITY DEVELOPMENT DEPARTMENT - USER AND REGULATORY FEE STUDY

Dear Ms. Goei:

ClearSource Financial Consulting submits the following report describing the findings of our preparation of a Community Development Department User and Regulatory Fee Study for the City of Gilroy.

Please refer to the Executive Summary for the key findings of the analysis and estimated impacts to City funds. The balance of the report and its appendices provide the necessary documentation to support those outcomes.

Thank you for the opportunity to serve the City on this topic. We are happy to continue discussion on this study as the need arises or consult with you on additional topics.

Sincerely,

A handwritten signature in blue ink, appearing to read "Terry Madsen", is positioned above the printed name.

TERRY MADSEN, PRESIDENT | CLEARSOURCE FINANCIAL CONSULTING

PHONE: 831.288.0608

EMAIL: TMADSEN@CLEARSOURCEFINANCIAL.COM

STUDY OVERVIEW

The City of Gilroy provides many services to ensure safe, orderly, and aesthetically pleasing development and construction within City limits. Broad categories of these services include, but are not limited to, project entitlement review, planning permitting, map review, building plan review and construction permitting. User fees and regulatory fees are the mechanism by which the City may recoup a portion of, or all, the costs associated with these services.

The City of Gilroy has completed a User and Regulatory Fee Study focused on the City's Development Services Fees. California cities regularly conduct these studies to inform fee amounts imposed and to optimize the overall portfolio of revenues available to the municipality to fund its services.

Industry practice and fiscal conditions in the state have led most cities to link cost recovery for services of individual action, cause, or benefit to that same individual through user fee revenue, relieving the agency's general revenues as much as possible for use toward services of broader community benefit.

USER AND REGULATORY FEES

Cities derive annual revenue from a number of sources. These include, but are not limited to, property taxes, sales taxes, license fees, franchise fees, fines, rents, and user and regulatory fees. **User and regulatory fees are intended to cover all, or a portion of, the costs incurred by the City for providing fee-related services and activities that are not otherwise provided to those not paying the fee.**

California law provides guidance regarding the amounts the City may charge for fee-related services and activities. Specifically, in order to avoid being considered taxes, the **fees charged shall not exceed the estimated reasonable cost of providing the services**, activities, or materials for which fees are charged.

At its conclusion, this study proposes for City Council review and consideration at public hearing a new **Schedule of Fees and Charges** for application and continued update in subsequent years.

COST RECOVERY POLICY AND PRACTICE

Recovering the costs of providing fee-related services directly influences the City's fiscal health and increases the City's ability to meet the service level expectations of fee payers.

The services for which the City imposes a user or regulatory fee typically derive from an individual person or entity's action, request, or behavior. Therefore, except in cases where there is an overwhelming public benefit generated by the City's involvement in the individual action, **a fee for service ensures that the individual bears most, if not all, of the cost incurred by the City to provide that service**. When a fee targets "100% or full cost recovery," the individual is bearing the entirety of the cost. When a fee targets less than full cost recovery, another City revenue source – in most cases, the General Fund – offsets the cost of the individualized activity.

Generally, **fees for service are targeted to full cost recovery, inclusive of operating, direct, indirect, and capital costs, except in cases where the City Council cites a public interest in lower fees**. The City may also be influenced by market conditions, comparing to municipalities of similar size and service profile.

FEES EXAMINED AS PART OF THIS STUDY

This study is limited to review of user and regulatory fees collected by the Community Development Department. Fees examined as part of this study include:

- **Planning Fees**, such as entitlement review and review for compliance with the zoning code
- **Building Fees**, such as permitting of new construction or modifications to existing structures
- **Fire Prevention and Hazardous Materials Review Fees**, such as review of new construction and annual inspections conducted to ensure compliance with the Fire Code
- **Code Enforcement Fees**, such as investigation and re-inspection fees
- **Housing Fees**, such as housing project reviews, and administration of housing related agreements
- **Specialized Business License Review Fees**, for businesses requiring review by Building and/or Fire Prevention divisions prior to issuance of a business license.

FEES, FINES, AND TAXES NOT EXAMINED

Fees, fines, and taxes NOT examined as part of this study include:

- Assessments
- Development Impact Fees
- Fines or Penalties
- Franchise Fees
- Taxes
- Utility Rates and Services Charges

These items are subject to different approval thresholds or are not subject to the same cost of service limitations as the fees examined as part of this study. Consequently, they are specifically excluded from the scope of this study.

OVERVIEW OF FINDINGS AND RECOMMENDATIONS

No new regulations are proposed as a result of this study: Any fees proposed to be updated or added to the City's fee schedule are intended to align to existing regulations outlined in the California Building Code, Fire Code, City of Gilroy Municipal Code, etc. Fee adjustments are simply intended to recover all, or a portion of the costs, of enforcing existing regulations.

The City may adjust fees and enhance cost recovery, without positioning itself as an outlier to comparable communities. Comparison information is included [Appendix I](#).

Full cost recovery is targeted from most proposed fees due to the regulatory nature of the fees and the high level of direct benefit resulting from construction activities including enjoyment of property enhancements, increased property values, and the desire to avoid having other Gilroy residents and businesses subsidize an individual's private construction activities. Detailed cost of service information is included Appendix II.

Fees have been restructured to enhance the correlation between services provided and fees collected.

Fee Changes for City Council consideration are illustrated in categories:

- Fees proposed to decrease
- Fees proposed to remain unchanged
- Fees with changes that vary based on project criteria. In these instances fees may decrease, remain unchanged, or increase depending on the project criteria.
- Fees proposed to increase
- New fees proposed.

The following provides a summary of primary changes the City Council is being asked to consider as part of this study.

Table 1 – Summary of Changes to Fees Examined

Description	Count	Percentage
Fees Proposed to Decrease	13	6.5%
Fees Proposed to Remain Unchanged	19	9.5%
Fees with Changes that Vary Based on Project Criteria (May Result in Increase or Decrease)	63	31.7%
Fees Proposed to Increase	82	41.2%
New Fees	22	11.1%
Total Fees Examined	199	100.0%

Fees Proposed to Decrease

- Approximately 7% percent of fees are proposed to decrease. The City periodically performs comprehensive studies to calculate the City's costs of providing fee-related services. In years between studies, fees are typically adjusted by the annual change in regional cost inflation. Studies, like this one, provide the opportunity to recalibrate fees to reflect current City practices and cost of service on a more refined basis.

Fees Proposed to Remain Unchanged

- Approximately 10% percent of fees are proposed to remain unchanged. These are primarily fees established by the State of California, or fees that are examined and updated as part of separate studies.

Fees With Changes that Vary Based on Project Criteria

- Approximately 32% of fees are proposed for adjustment that varies based on project criteria. These are primarily fees for services that are recovered on a "Time & Materials" or "Pass-Through" basis. In these instances, the City collects an initial deposit and periodically replenishes or refunds unused deposit amounts at project completion. Full cost recovery is targeted for these services.

Fees Proposed to Increase

- Approximately 41% percent of fees are proposed fees are proposed to increase. These are primarily adjustments to align fees to the City's current cost of service (i.e., full cost recovery).
 - Full cost recovery is commonly targeted from development-related fees due to the regulatory nature of the fees and the high level of direct benefit resulting from construction activities including enjoyment of property enhancements, increased property values, and the desire to avoid having other Gilroy residents and businesses subsidize an individual's private construction activities.
 - Additionally, when the City recovers the costs of these regulatory activities from the receiver of the service, the City's General Fund tax dollars are more readily available to be directed towards services providing broader benefit to the community at-large (e.g., public safety, public works, park maintenance services, etc.)

New Fees

- Twenty-two (22) new fees are proposed. An overview of the proposed fees is listed below:

Table 2 – New Fees

Description	Count	Overview
Building Fees	5	1) Civil On-Site Plan Review 2) Special Inspection Agency or Fabrication 3) Permit Processing Fee 4) Meter Release Fee 5) Generator Permit Fee
Planning Fees	5	1) Habitat Conservation Permit Processing for Nitrogen-Deposit Only (NDO) 2) Planning Re-Inspection Fee 3) Expedited Plan Review of Building Permits 4) Zoning Verification – Additional Research 5) Home Occupation Permit
Fire Prevention & Hazardous Materials Fees	5	1) Fire Prevention Expedited Plan Review 2) Fire Clearance Consultation 3) Special Event Plan Review 4) Special Inspection Request/Required 5) Fireworks Vendor Storage Permit
Code Enforcement Fees	2	1) Abatement Fee 2) Code Enforcement Hourly Billing Rate for Miscellaneous Services
Housing Fees	5	1) Loan Demand Payoff Fee 2) Loan Underwriting Fee 3) Loan Processing Fee 4) Loan Subordination Request Review 5) Housing Hourly Billing Rate for Miscellaneous Services
Total	22	

FISCAL IMPACT

The anticipated fiscal impact of the proposed changes included in the fee schedule update is **\$632,000 in additional annual General Fund cost recovery**. This is an estimate only, based on the impact of the proposed fee adjustments to average actual collections over a multi-year period. The actual fiscal impact will vary from year-to-year depending on construction and development activity.

It is important to note that while adjusting fees and billing rates will provide a fiscal impact in the form of additional revenue, the revenue is not intended to be used to fund new services, rather the revenue is intended to offset the costs of providing existing services that are recoverable from fees. Consequently, while fees may rise annually, typically labor costs (the primary driver of fee-related costs) also rise annually. Recalibration of these fees simply provides an offset of existing expenditures/needs rather than a source of funding for expanded service levels.

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SCOPE OF STUDY

The City of Gilroy has completed a **User and Regulatory Fee Study for Development Services Fees**, which represents an external review of prevailing practices and development of a new **Schedule of Development Services Fees and Charges**. ClearSource Financial Consulting has prepared this analysis using City organizational information and will be available to answer questions as the City proceeds in implementing findings as it chooses.

Key tasks expected by the City from this study included the following:

- ▶ Review eligible fee-related services to establish the reasonable relationship between current fees for service and the underlying costs of service.
- ▶ Calculate the full cost of service, including estimated Citywide overhead costs.
- ▶ Recommend fees to be charged for each service.
- ▶ Recommend cost recovery strategies and best practices in setting fees, while considering the complexities and demands of responsible programs or departments.
- ▶ Identify underlying billable rates for cost recovery opportunities and as the basis for user fees.

DIRECT SERVICES UNDER REVIEW

FEE CATEGORIES

- ▶ Planning – Services include, but are not limited to, entitlement review, and review for project compliance with the City's Zoning Code.
- ▶ Building and Fire Review – Services include, but are not limited to, Building plan review, permitting, and inspection for construction and sub-trades to determine compliance with California Building Code and Fire Code.
- ▶ Code Enforcement, Housing, and Specialized Business License Review

REASON FOR STUDY

Cities derive annual revenue from a number of sources. These include, but are not limited to, property taxes, sales taxes, franchise fees, fines, rents, and user and regulatory fees. User and regulatory fees are intended to cover all, or a portion of, the costs incurred by a City for providing fee-related services and activities that are not otherwise provided to those not paying the fee.

California cities regularly conduct fee studies to inform fee amounts imposed and to optimize the overall body of revenues available to the municipality to fund its services. Widespread industry practice and fiscal conditions in the state have led most cities to link cost recovery for services of individual action, cause, or benefit to that individual through user fee revenue, relieving the agency's general revenues for services of broader community benefit.

PREVAILING GUIDANCE

The objectives of this study, the methodology used to complete the study, and the formulation of outcomes and recommendations for future consideration were significantly influenced by Article 13C of the California Constitution and Section 66014 of the California Government Code.

Article 13C states that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payer bear a fair or reasonable relationship to the payer's burdens on, or benefits received from, the governmental activity. Additionally, Article 13C identifies the following as items that are not defined as taxes:

- ▶ A charge imposed for a specific benefit conferred or privilege granted directly to the payer that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.
- ▶ A charge imposed for a specific government service or product provided directly to the payer that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product.
- ▶ A charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof.
- ▶ A charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property.
- ▶ A fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law.
- ▶ A charge imposed as a condition of property development.
- ▶ Assessments and property-related fees imposed in accordance with the provisions of Article XIII D.

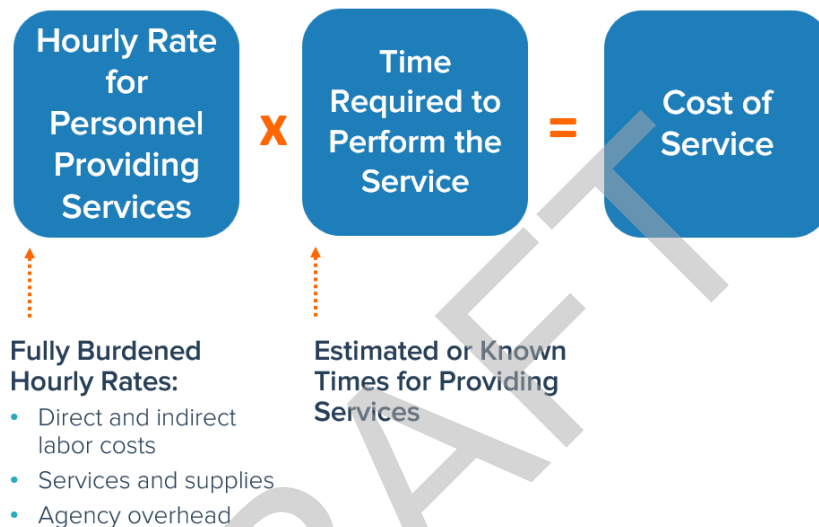
Section 66014(a) of the California Government Code includes the following, "Notwithstanding any other provision of law, when a local agency charges fees for zoning variances; zoning changes; use permits; building inspections; building permits; ...the processing of maps under the provisions of the Subdivision Map Act...; or planning services...; those fees may not exceed the estimated reasonable cost of providing the service for which the fee is charged, unless a question regarding the amount of the fee charged in excess of the estimated reasonable cost of providing the services or materials is submitted to, and approved by, a popular vote of two-thirds of those electors voting on the issue.

The outcomes and recommendations of the study are intended to comply with applicable federal, state, and local laws including providing confirmation that the proposed fees ("charges") recommended as a result of this study are not taxes as defined in Article 13C of the California Constitution and that the proposed fees are no more than necessary to cover the reasonable costs of the City's activities and services addressed in the fees. Additionally, this report is intended to show that the manner in which the costs are allocated to a payer bear a fair and reasonable relationship to the payer's burdens on, or benefits received from the activities and services provided by the City.

METHODOLOGY AND DATA SOURCES

This study calculated the estimated reasonable cost of providing various fee-related services across the City organization. Generally, the estimated reasonable cost of providing the fee-related services and activities examined in this study can be calculated as the product of the composite fully-burdened hourly labor rate of the division responsible for providing services and the estimated labor time required to process a typical request for service. This calculation is illustrated in **Exhibit 1**.

EXHIBIT 1 | COST OF SERVICE CALCULATION



The composite fully-burdened hourly rates calculated in this study are based on the estimated annual hours spent providing fee related services, and estimated labor, services and supplies, and Citywide overhead expenditures, sourced as follows:

- ▶ Labor expenditures for in-house personnel were based on budgeted salary and benefits expenditures.
- ▶ Contract service personnel and other services and supplies related costs were based on adopted budgets and anticipated costs.
- ▶ Citywide overhead cost allocations were calculated using the federal de minimis rate.

The service time estimates were developed as follows:

- ▶ Multiple interviews with City staff directly responsible for the various permit issuance, plan review, and inspection activities to understand the typical level of effort associated with various services provided.
- ▶ Application of interview results and time estimates to various prototypical projects likely to occur within Gilroy to determine reasonableness of estimates as compared to historical precedent.

Once cost of service levels are identified, the City may use this information to inform targeted cost recovery from fees. Fees set at the cost of service target full cost recovery. Fees set at any amount less than the cost of service target less than full cost recovery.

An illustration of the methods used in this analysis is shown in **Exhibit 2**.

EXHIBIT 2 | STEPS IN ANALYZING COSTS OF SERVICE AND USER FEES



Additional information may be found in the appendices of this report. Information provided in the appendices includes:

- **Appendix I:** Illustrative sample of current and proposed fees to comparable cities.
- **Appendix II:** Detailed cost of service information for the services examined in this study, including:
 - Divisional cost of service and cost recovery information
 - Calculation of fully-burdened hourly rates
 - Service time estimates
 - Cost of service calculations and current cost recovery information for the various fee-related services provided by the divisions
 - Proposed fee and proposed cost recovery information for the various fee-related services provided by the divisions.

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CONSIDERATIONS FOR IMPLEMENTATION

If the City decides to adopt or otherwise utilize outcomes generated through this study, it should:

- ▶ **Update Systems for Fee Outcomes** - Ensure that City staff begin using updated fees and associated outcomes once the updated schedule of fees becomes effective. Values should be included in all official fee schedules used throughout the City (e.g., departmental pamphlets, counter schedules, and online information). Additionally, ensure collections processes are updated, which may include coding in billing systems and training for personnel who handle fees directly with the public.
- ▶ **Actively Monitor the Use of Fees** - In order to recover accurate and eligible amounts expected, the City should be diligent about tracking time to projects for time and materials billings and ensuring fees are applied in the correct amount and using the correct and intended basis for fixed fee billings.
- ▶ **Monitor Feedback and Permit Statistics** - Monitor permit and application volume and applicant feedback to determine if fee modifications are resulting in any unanticipated changes in project frequency and to increase the level of detail available for revenue forecasting.
- ▶ **Annually Review and Adjust Fee Values** - In order to generally maintain pace with regional cost inflation and/or the City's salary cost inflation, the City should adjust its fees on an annual basis. A commonly used, reasonable inflation index is the annual change in the all-urban Consumer Price Index (CPI) representative of the region.
- ▶ **Periodically Perform Comprehensive Analysis** - A comprehensive fee study should be conducted periodically (e.g., every three to five years) to ensure fee levels remain at or below legal limits and are consistent with evolving service practices and local conditions.



APPENDIX I

FEE COMPARISON



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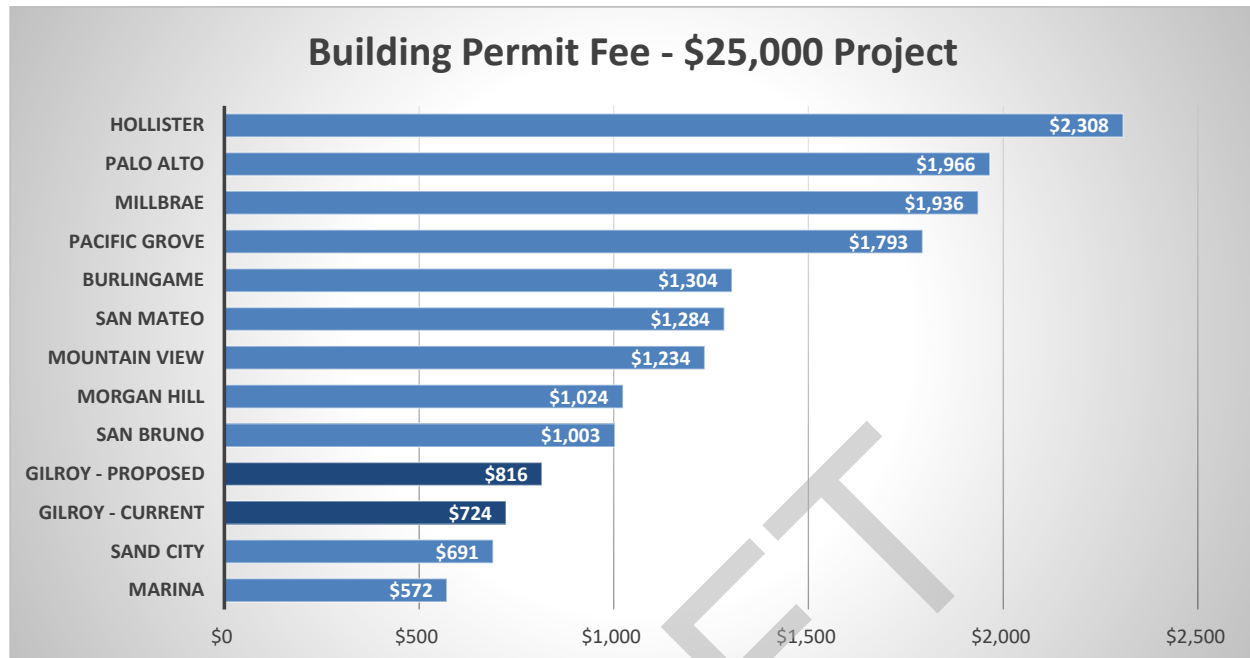
REGIONAL FEE COMPARISON

Similar fees are collected by communities throughout the region and the State. The proposed fee amounts do not exceed the City's cost of service and are in-range of amounts charged by other jurisdictions.

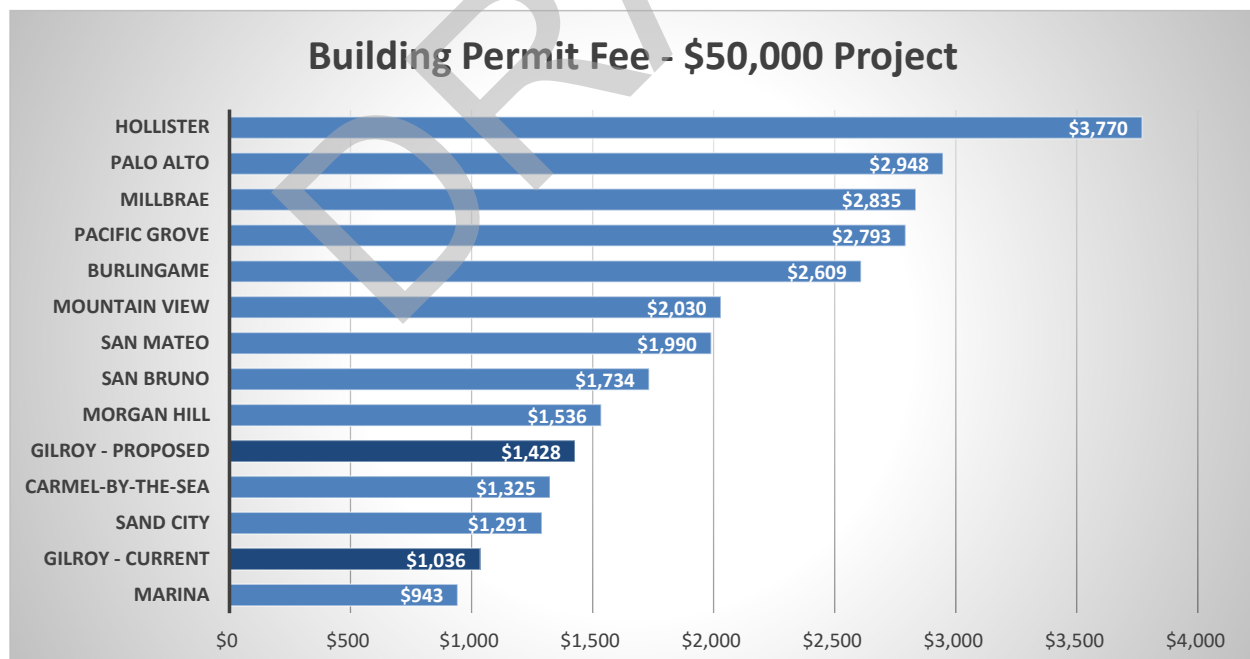
In order to provide the City Council with additional information as it considers potential adjustments to fees, current and proposed fees were compared to amounts collected by other agencies. For sampling purposes, the fee comparison examined fees for:

- City of Burlingame
- City of Hollister
- City of Marina
- City of Millbrae
- City of Morgan Hill
- City of Mountain View
- City of Pacific Grove
- City of Palo Alto
- City of San Bruno
- City of San Mateo
- City of Sand City

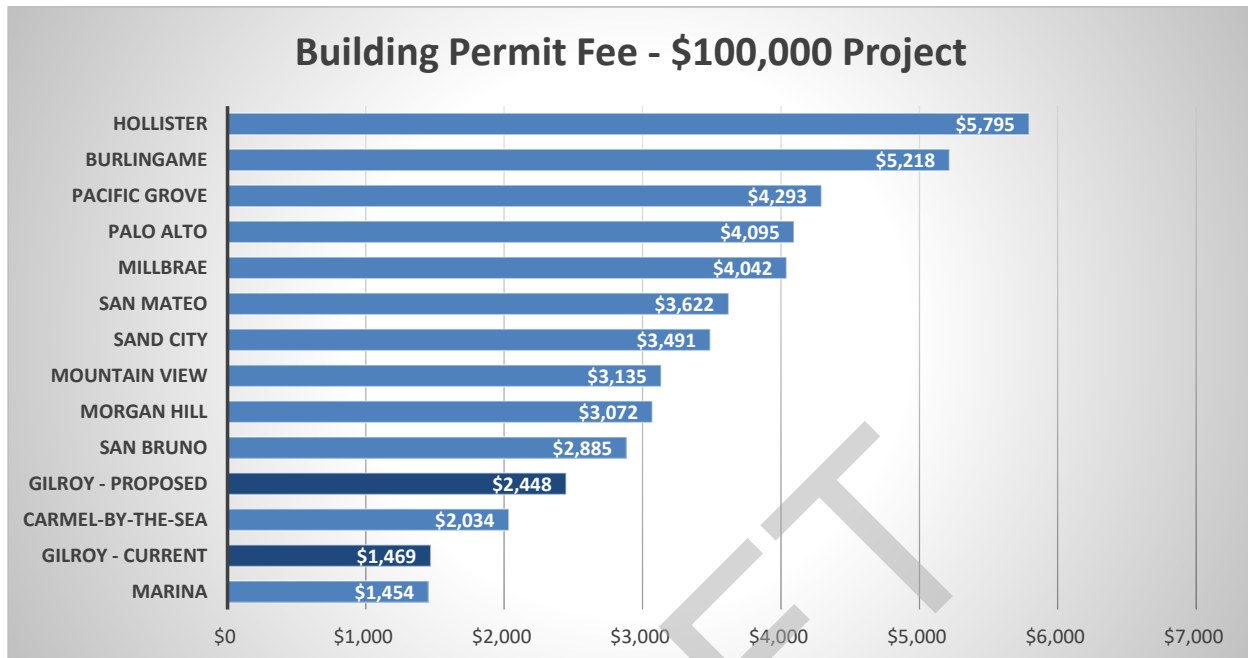
The City of Gilroy, consistent with other cities throughout the State, has an existing fee schedule that contemplates hundreds of potential unique requests for service. Consequently, an exhaustive comparison of all scenarios is unrealistic. Instead, comparison information for several targeted fee categories (e.g., high volume categories, fee categories of particular interest to community, etc.) are provided in order to provide the City Council with a reasonable sense of changes expected. For Gilroy, outcomes will show that new fees may range from low, mid, to upper end of regional fee spectrum depending on the service provided. This is common among municipalities due to differing levels of service and review included among various fee categories. Scenarios considered range from smaller scale projects to larger scale projects. Examples are illustrated in the charts on the following pages.



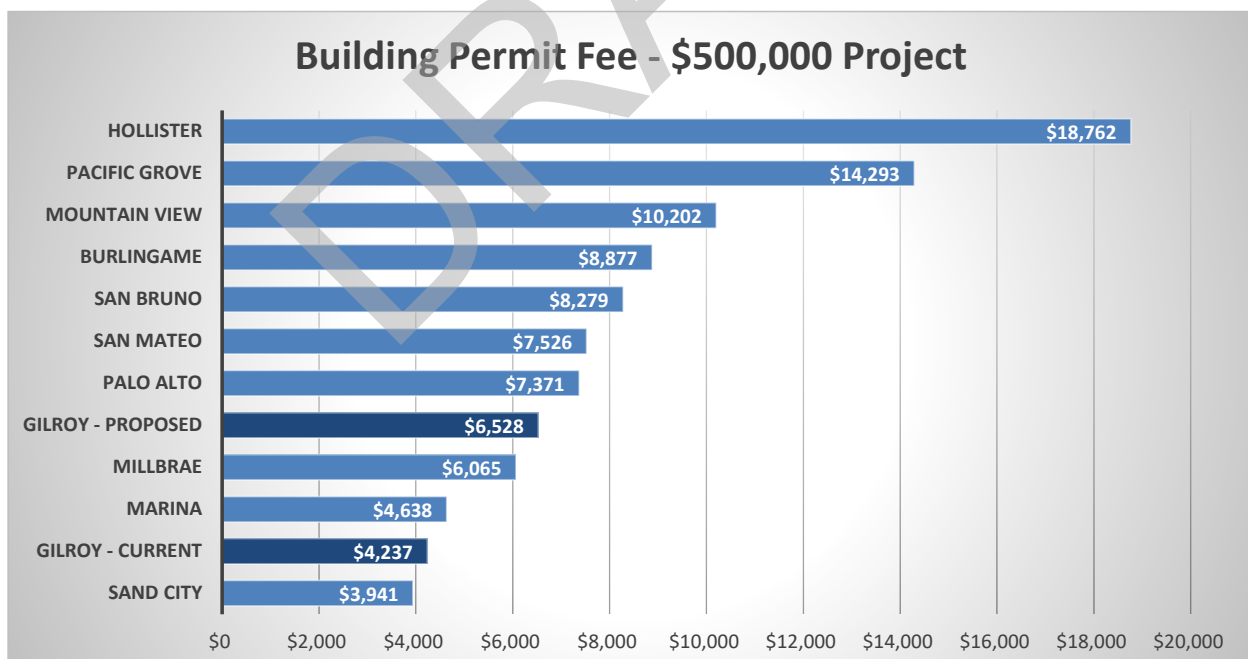
** Information included is for illustrative purposes only. Figures are not intended to be exact. Amounts shown are based on consultant interpretation of agency fee schedules. Agencies may provide differing services and differing service levels for fee amounts shown.*



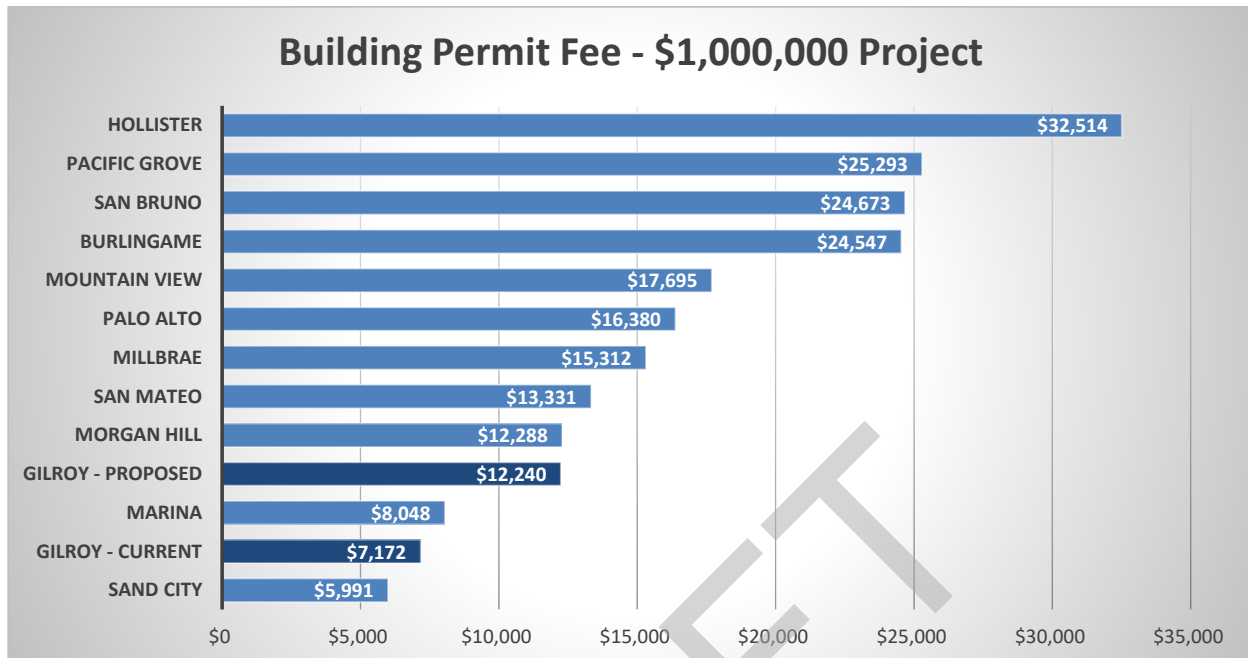
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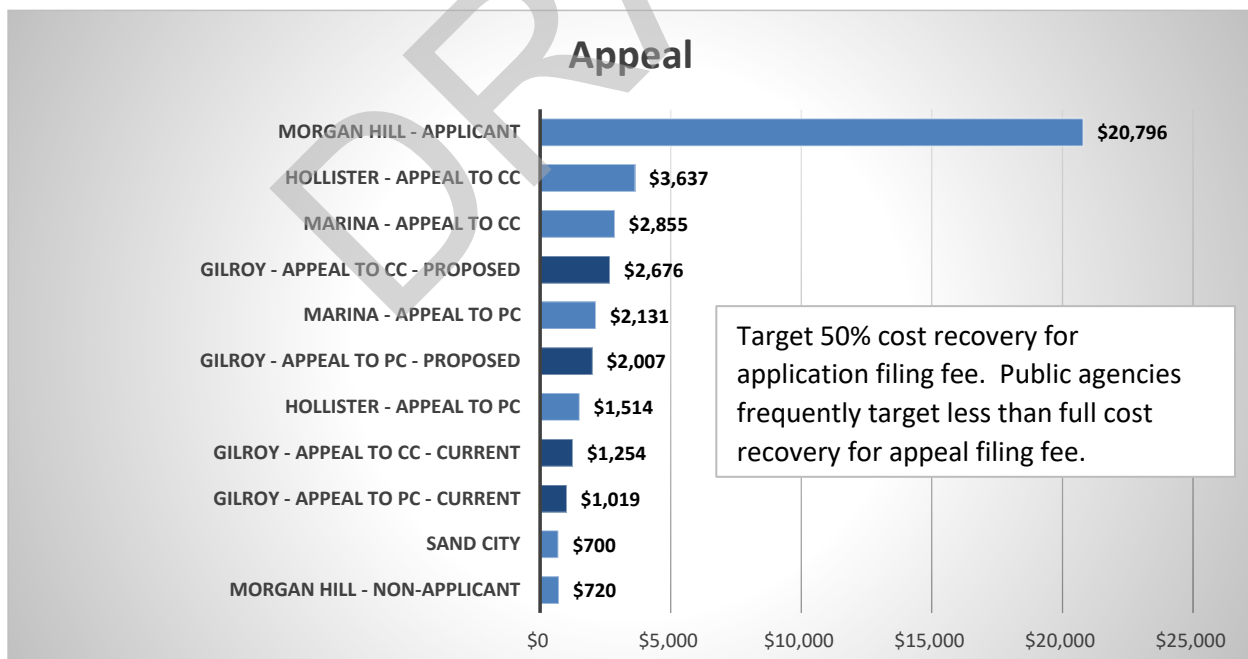
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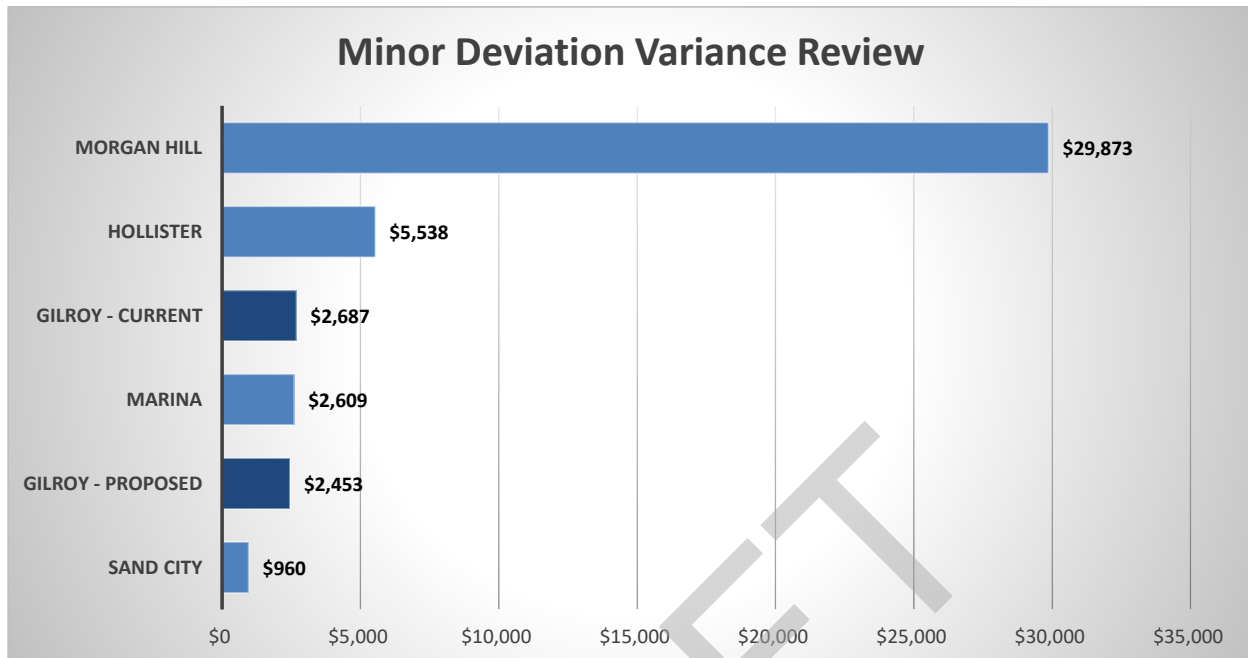
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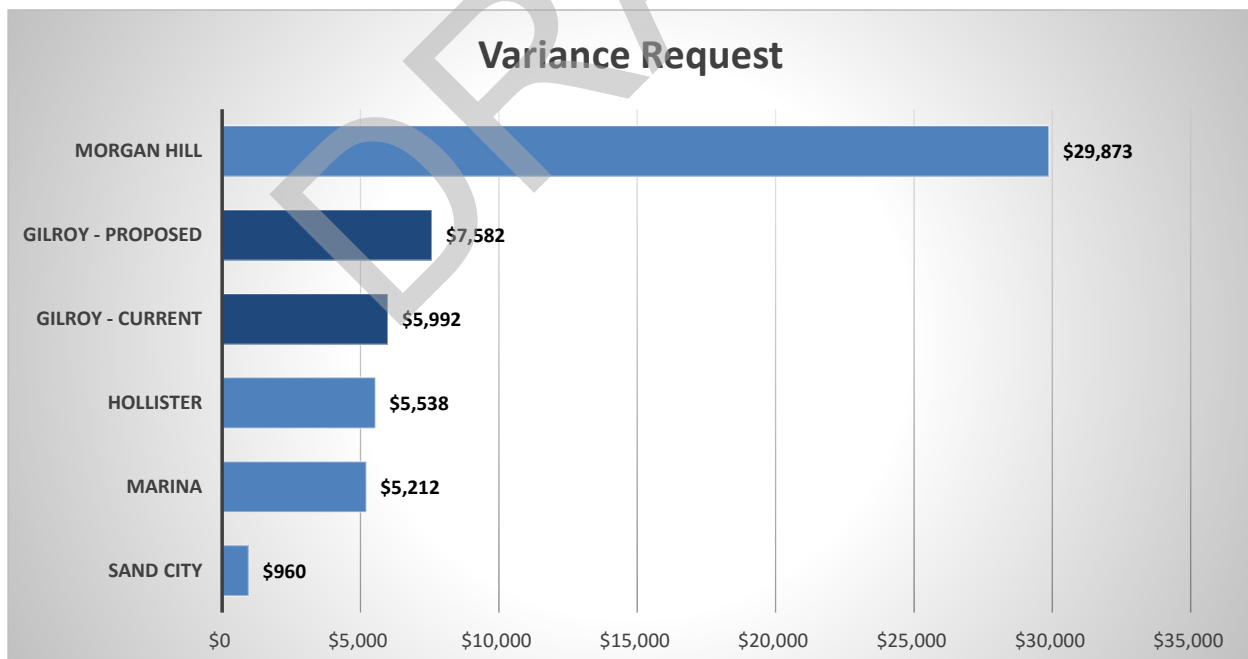
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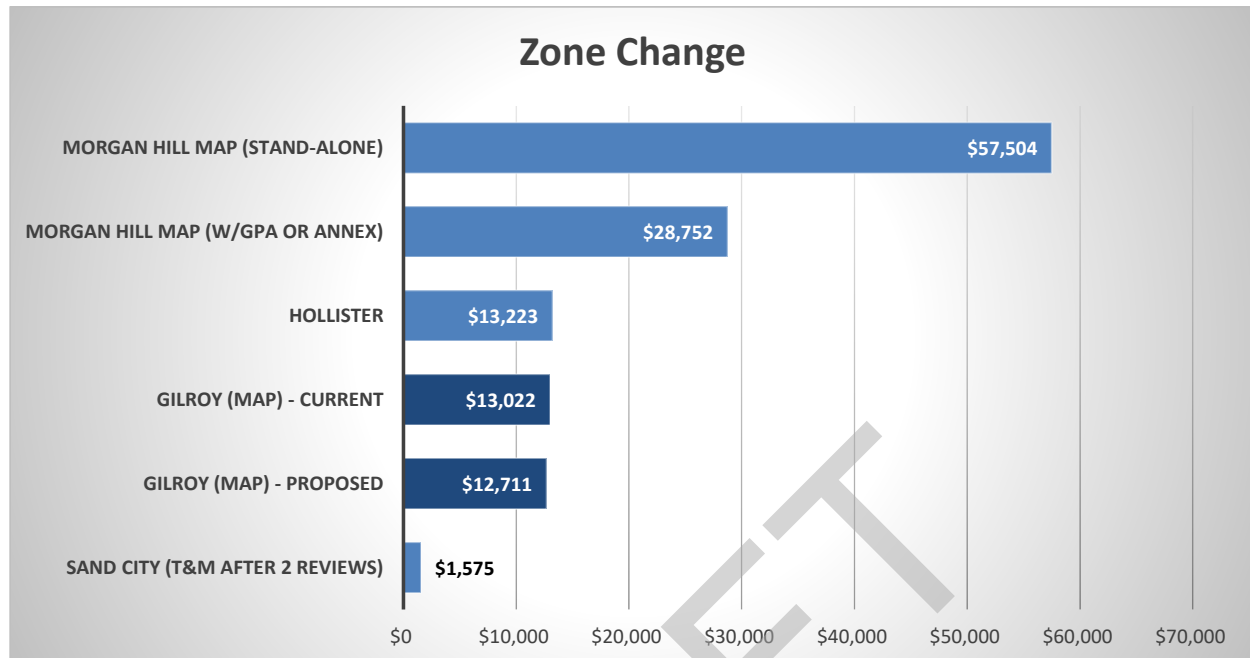
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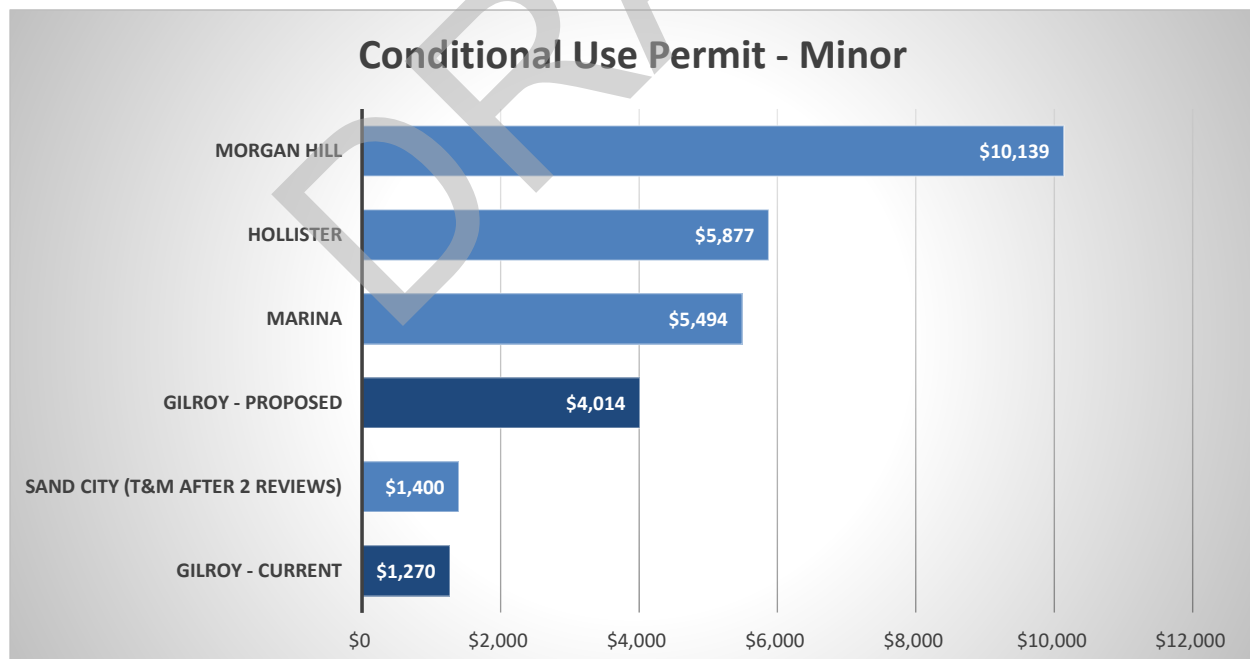
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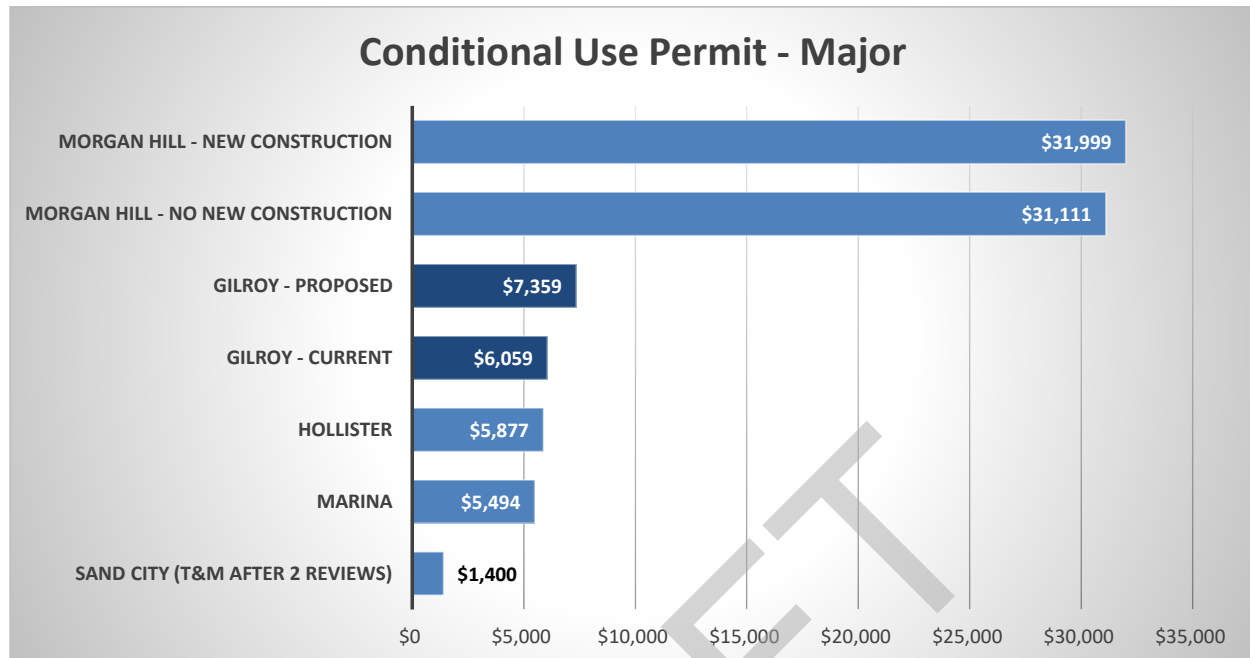
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APPENDIX II

COST OF SERVICE ANALYSIS

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Cost of Service Analysis

City of Gilroy
Community Development Department
Cost of Service Analysis

Description	Page
Community Development Administration	3
Building Fees	5
Planning Fees	19
Fire Prevention and Hazardous Materials Fees	30
Code Enforcement Fees	40
Housing Fees	45
Business License Fees for Specialized Licenses Requiring Community Development Department Review	49



Cost of Service Analysis

Community Development Administration

Operating Expenses [a]

Fund No	Fund Desc	Div	Div No	Acct No	Acct Desc	Total	Adjust	Total	Note
100	General Fund	4000	CD Admin	50110	SALARIES	\$738,412	\$0	\$738,412	
100	General Fund	4000	CD Admin	50205	WORKERS COMP	\$2,557	\$0	\$2,557	
100	General Fund	4000	CD Admin	50210	RETIREMENT (FULL TIME)	\$79,748	\$0	\$79,748	
100	General Fund	4000	CD Admin	50212	DEFERRED COMPENSATION	\$1,728	\$0	\$1,728	
100	General Fund	4000	CD Admin	50213	UAL RETIREMENT	\$141,039	\$0	\$141,039	
100	General Fund	4000	CD Admin	50220	MEDICARE	\$10,707	\$0	\$10,707	
100	General Fund	4000	CD Admin	50225	HEALTH INSURANCE BENEFITS	\$85,321	\$0	\$85,321	
100	General Fund	4000	CD Admin	50230	LIFE INSURANCE BENEFITS	\$1,222	\$0	\$1,222	
100	General Fund	4000	CD Admin	50235	EMPLOYEE ASSISTANCE PROG	\$951	\$0	\$951	
100	General Fund	4000	CD Admin	50255	MISC DISABILITY INSURANCE	\$1,295	\$0	\$1,295	
100	General Fund	4000	CD Admin	50270	CONTRA PERSONNEL EXPENSE	(\$85,889)	\$0	(\$85,889)	
100	General Fund	4000	CD Admin	51110	EMPLOYEE TRAINING	\$4,100	\$0	\$4,100	
100	General Fund	4000	CD Admin	51120	EMPLOYEE TRAVEL, FOOD, LODGE	\$3,900	\$0	\$3,900	
100	General Fund	4000	CD Admin	51420	TELECOMMUNICATIONS	\$2,646	\$0	\$2,646	
100	General Fund	4000	CD Admin	51510	PROFESSIONAL SUPPORT	\$2,440	\$0	\$2,440	
100	General Fund	4000	CD Admin	52110	OFFICE/COMPUTER SUPPLIES	\$9,820	\$0	\$9,820	
100	General Fund	4000	CD Admin	54130	FLEET SERVICE CHARGE	\$1,591	\$0	\$1,591	
100	General Fund	4000	CD Admin	54140	FACILITY SERVICE CHARGE	\$71,265	\$0	\$71,265	
Total						\$1,072,853	\$0	\$1,072,853	

Allocation of Central Services

Description	Indirect Rate	Mod Op Exp	Total	Note
Citywide Overhead Rate	15%	\$1,072,853	\$160,928	[b]
Total			\$160,928	

Total Costs for Allocation

Description	Total	Note
Direct Costs	\$1,072,853	
Citywide Overhead Costs	\$160,928	
Total	\$1,233,781	

Allocation to Direct Service Units

Division		Total	Note
Planning	35%	\$431,823	[c]
Building Safety	35%	\$431,823	[c]
Fire Prevention	20%	\$246,756	[c]
Code Enforcement	5%	\$61,689	[c]
Housing & Comm Serv	5%	\$61,689	[c]
		\$1,233,781	

[a] Source: FY 26/27 adopted expenditures.

[b] Amount intended to serve as reasonable estimate (de minimis rate).

[c] Allocation intended to represent a reasonable estimate. Amounts vary from year to year based on City Council priorities, development cycle, and changes in legislation.



Cost of Service Analysis

Building Fees

City of Gilroy
 User and Regulatory Fee Study
 Allocation of Annual Labor Effort - Building Division

Position	Hourly	FTE	Yearly	Total Hours Per FTE	Less: Holiday & Leave	Productive Hours Per FTE	Total Productive Hours	Note
Building Official	\$101	1.00	\$210,260	2,080	216	1,864	1,864	[a],[b]
Building Inspector I	\$64	3.00	\$401,244	2,080	216	1,864	5,592	[a],[b]
Permit Technician	\$52	3.00	\$322,356	2,080	216	1,864	5,592	[a],[b]
Total		7.00	\$933,860				13,048	

Contract Services

Description	Total	Est Hrly Cost	Total Hours	Note
Annual Contract Services	\$469,071	\$140	3,351	[c]

Total Productive Hours	Total	Note
In-House	13,048	
Contract	3,351	
Total	16,399	

Allocation of Hours	Share	Total	Note
Indirect	25%	4,100	[b]
Direct	75%	12,299	[b]
Total	100%	16,399	

[a] Source: FY 26/27 authorized positions.

[b] Direct/Indirect hours are intended to serve as reasonable estimates. Amounts will vary from year-to-year depending on activity, projects, and City Council priorities.

[c] Amounts intended to serve as reasonable estimates of market rates for contract service providers.

City of Gilroy
User and Regulatory Fee Study
Calculation of Cost Recovery and Fully-Burdened Hourly Rate - Community Development - Building Division

Recurring Expenditures [a]

Fund No	Fund Desc	Div	Div No	Account	Acct Desc	Budget	Adjust	Total	Note
100	General Fund	4030	Building	50110	SALARIES	\$872,794	\$0	\$872,794	
100	General Fund	4030	Building	50205	WORKERS COMP	\$9,620	\$0	\$9,620	
100	General Fund	4030	Building	50210	RETIREMENT (FULL TIME)	\$94,262	\$0	\$94,262	
100	General Fund	4030	Building	50212	DEFERRED COMPENSATION	\$2,520	\$0	\$2,520	
100	General Fund	4030	Building	50213	UAL RETIREMENT	\$166,707	\$0	\$166,707	
100	General Fund	4030	Building	50220	MEDICARE	\$12,656	\$0	\$12,656	
100	General Fund	4030	Building	50225	HEALTH INSURANCE BENEFITS	\$124,518	\$0	\$124,518	
100	General Fund	4030	Building	50230	LIFE INSURANCE BENEFITS	\$1,265	\$0	\$1,265	
100	General Fund	4030	Building	50235	EMPLOYEE ASSISTANCE PROG	\$1,386	\$0	\$1,386	
100	General Fund	4030	Building	50255	MISC DISABILITY INSURANCE	\$1,547	\$0	\$1,547	
100	General Fund	4030	Building	50270	CONTRA PERSONNEL EXPENSE	(\$103,903)	\$0	(\$103,903)	
100	General Fund	4030	Building	50310	APPAREL, BOOTS, PPE	\$1,400	\$0	\$1,400	
100	General Fund	4030	Building	51110	EMPLOYEE TRAINING	\$9,600	\$0	\$9,600	
100	General Fund	4030	Building	51120	EMPLOYEE TRAVEL, FOOD, LODG	\$7,100	\$0	\$7,100	
100	General Fund	4030	Building	51420	TELECOMMUNICATIONS	\$5,040	\$0	\$5,040	
100	General Fund	4030	Building	51510	PROFESSIONAL SUPPORT	\$4,580	\$0	\$4,580	
100	General Fund	4030	Building	51630	CONTRACTUAL SERVICES	\$469,071	\$0	\$469,071	
100	General Fund	4030	Building	52110	OFFICE/COMPUTER SUPPLIES	\$750	\$0	\$750	
100	General Fund	4030	Building	52610	PROGRAM EXPENSES	\$2,850	\$0	\$2,850	
100	General Fund	4030	Building	54130	FLEET SERVICE CHARGE	\$13,566	\$0	\$13,566	
100	General Fund	4030	Building	54140	FACILITY SERVICE CHARGE	\$103,929	\$0	\$103,929	
100	General Fund	4030	Building	54145	INFO TECH SERVICE CHARGE	\$25,375	(\$25,375)	\$0	[b]
Total						\$1,826,633	(\$25,375)	\$1,801,258	

Allocation of Central Services

Description	Indirect Rate	Mod Op Exp	Total	Note
Citywide Overhead Rate	15%	\$1,801,258	\$270,189	[c]
Total			\$270,189	

Allocation of Total Costs

Description	Total	Note
Direct Expenses	\$1,801,258	
Allocation of Citywide Overhead	\$270,189	
Department Administration	\$431,823	
Total	\$2,503,270	

Revenue Summary

Fund Desc	Acct Desc	FY 21/22 Actual	FY 22/23 Actual	Multi-Year Average	Note
General Fund	BUILDING PERMITS	\$1,443,772	\$1,488,520	\$1,466,146	[d]
General Fund	PLAN CHECK FEES	\$627,860	\$525,137	\$576,498	[d]
General Fund	INSPECTIONS AND ANALYSIS	\$101,525	\$135,630	\$118,577	[d]
General Fund	MISC REVENUES	\$27,389	\$32,687	\$30,038	[d]
Total		\$2,200,546	\$2,181,974	\$2,191,260	

Description	Total
Average Revenue	\$2,191,260
Expenditures	\$2,503,270
Cost Recovery Rate	88%
General Fund Amount	\$312,010

Calculation of Fully-Burdened Hourly Rate

Description	Total	Note
Costs	\$2,503,270	
Direct Hours	12,299	[e]
Fully-Burdened Hourly Rate	\$204	

[a] Source: FY 26/27 adopted expenditures.

[b] Recovered via separate fee.

[c] Amount intended to serve as reasonable estimate (de minimis rate).

[d] Amounts are intended to serve as reasonable estimates. Amounts will vary from year to year depending on development activity.

[e] See separate worksheet.

City of Gilroy
User and Regulatory Fee Study
Building Fees
Cost of Service Calculation - At Fully-Burdened Hourly Rate

Fee Description		Service Time	Hourly Rate	Cost of Svc	Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Fee Change \$	Charge Basis	Note
Building Inspection Fees											
1	Inspections for Which No Fee is Specifically Indicated	1.00	x	\$204 = \$204	\$166	81%	\$204	100%	\$38	Per Hour, Minimum Half Hour	
2	Inspections Outside of Normal Business Hours - Building										
	a) Base Fee (Up to 3 hours)	3.50	x	\$245 = \$857	\$980	114%	\$857	100%	varies	Fixed Fee	
	b) Each Additional Hour	1.00	x	\$245 = \$245	\$249	102%	\$245	100%	varies	Per Hour	
3	Building Re-Inspection										
	a) Base Fee (Up to 1.5 hours)	1.50	x	\$204 = \$306	\$262	86%	\$306	100%	\$44	Fixed Fee	[a]
	b) Each Additional Hour	1.00	x	\$204 = \$204	\$166	81%	\$204	100%	\$38	Per Hour	[a]
4	Building Damage Survey Inspection and Report										
	a) Base Fee (Up to 2 hours)	2.50	x	\$204 = \$510	\$320	63%	\$510	100%	\$190	Fixed Fee	
	b) Each Additional Hour	1.00	x	\$204 = \$204	\$166	81%	\$204	100%	\$38	Per Hour	
Building Plan Review Fees											
5	Building Plan Review										
	a) Up to Three Rounds of Review	varies	x	\$204 = 95%	75%	79%	95%	100%	varies	% of Building Permit Fee	
	b) Each Additional Resubmittal	1.00	x	\$204 = \$204	\$166	81%	\$204	100%	\$38	Per Hour	
6	Building Civil On-Site Plan Review				n/a - new	n/a - new	Actual Cost + 15%	100%	n/a - new	Time & Materials	[b]
7	Building Deferred Plan Review										
	a) Base Fee (Up to 2 hours)	2.00	x	\$204 = \$408	\$149	37%	\$408	100%	\$259	Fixed Fee	
	b) Each Additional Hour	1.00	x	\$204 = \$204	\$166	81%	\$204	100%	\$38	Per Hour	
8	Building Revision Plan Review	1.00	x	\$204 = \$204	\$149	73%	\$204	100%	\$55	Per Hour	
9	Building Expedited Plan Review				150% of Building Permit fee		150% of Building Plan Review Fee		No Change	Fixed Fee	
10	Plot Plan Review/Lot Change, each	4.00	x	\$204 = \$816	\$670	82%	\$816	100%	\$146	Fixed Fee	
11	Special Inspection Agency or Fabrication										
	a) Initial Review	3.00	x	\$204 = \$612	n/a - new	n/a - new	\$612	100%	n/a - new	Fixed Fee	
	b) Prior to Expiration	2.00	x	\$204 = \$408	n/a - new	n/a - new	\$408	100%	n/a - new	Fixed Fee	
12	Alternative Materials and Methods Review, each type	5.00	x	\$204 = \$1,020	\$1,034	101%	\$1,020	100%	(\$14)	Fixed Fee	

[a] Re-inspection fees apply at the third re-inspection.

[b] For "Time & Materials" billings the City will bill hourly for services provided and/or pass-through the actual cost of Building support services, including a 15% administrative fee to recover the costs of staff facilitation of any 3rd party services provided.

Fee Description		Service Time		Hourly Rate		Cost of Svc		Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Fee Change \$	Charge Basis	Note
13	Building Valuation Table / Building Permit Fees													
	a) \$1 - \$2,000		1.50	x	\$204	=	\$306.00	\$284.39	93%	\$306.00	100%	\$21.61	Fixed Fee	
	b) 2,001 - \$25,000													
	i) Base fee for first \$2,000		2.00	x	\$204	=	\$408.00	\$325.38	80%	\$408.00	100%	\$82.62	Fixed Fee	
	ii) Incremental fee for each additional \$1,000 or fraction of, to and including \$25,000						\$17.74	\$17.31	98%	\$17.74	100%	\$0.43	Fixed Fee	
	c) \$25,001 - \$50,000													
	i) Base fee for first \$25,000		4.00	x	\$204	=	\$816.00	\$723.68	89%	\$816.00	100%	\$92.32	Fixed Fee	
	ii) Incremental fee for each additional \$1,000 or fraction of, to and including \$50,000						\$24.48	\$12.49	51%	\$24.48	100%	\$11.99	Fixed Fee	
	d) \$50,001 - \$100,000													
	i) Base fee for first \$50,000		7.00	x	\$204	=	\$1,428.00	\$1,036.02	73%	\$1,428.00	100%	\$391.98	Fixed Fee	
	ii) Incremental fee for each additional \$1,000 or fraction of, to and including \$100,000						\$20.40	\$8.66	42%	\$20.40	100%	\$11.74	Fixed Fee	
	e) \$100,001 - \$500,000													
	i) Base fee for first \$100,000		12.00	x	\$204	=	\$2,448.00	\$1,468.95	60%	\$2,448.00	100%	\$979.05	Fixed Fee	
ii) Incremental fee for each additional \$1,000 or fraction of, to and including \$500,000						\$10.20	\$6.92	68%	\$10.20	100%	\$3.28	Fixed Fee		
f) \$500,001 - \$1,000,000														
i) Base fee for first \$500,000		32.00	x	\$204	=	\$6,528.00	\$4,236.86	65%	\$6,528.00	100%	\$2,291.14	Fixed Fee		
ii) Incremental fee for each additional \$1,000 or fraction of, to and including \$1,000,000						\$11.42	\$5.87	51%	\$11.42	100%	\$5.55	Fixed Fee		
g) \$1,000,001 and Greater														
i) Base fee for first \$1,000,000		60.00	x	\$204	=	\$12,240.00	\$7,171.72	59%	\$12,240.00	100%	\$5,068.28	Fixed Fee		
ii) Incremental fee for each additional \$1,000 or fraction of						\$7.43	\$3.89	52%	\$7.43	100%	\$3.54	Fixed Fee		
14	For permits requiring plumbing, electrical, or mechanical review, the following percentages shall be added to the base permit fee, in-lieu of individual fees based on fixture types and counts													
	a) Plumbing		18%				18%	varies	varies	18%	100%	varies	Fixed Fee	
	b) Electrical		20%				20%	varies	varies	20%	100%	varies	Fixed Fee	
	c) Mechanical		17%				17%	varies	varies	17%	100%	varies	Fixed Fee	

Fee Description		Service Time	Hourly Rate	Cost of Svc	Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Fee Change \$	Unit	Note	
15	Permit Processing Fees											
	Permit Processing Fee											
	a) Permits or Submittals	1.00	x	\$204	=	\$204	n/a - new	n/a - new	\$204	100%	n/a - new	Fixed Fee
	b) Permit Extension or Renewal Requests	1.50	x	\$204	=	\$306	n/a - new	n/a - new	\$306	100%	n/a - new	Fixed Fee
	c) Electrical, Mechanical, or Plumbing Supplemental Fee, each	0.50	x	\$204	=	\$102	n/a - new	n/a - new	\$102	100%	n/a - new	Fixed Fee
	City of Gilroy Standard Permit Fees											
16	Community Planning Fee					13%		13%	No Change	This fee is assessed on the combined total of permit fees and plan review fees (excludes solar)	[a]	
17	Building Technology Fee					5%		5%	No Change	This fee is assessed on the combined total of permit fees and plan review fees (excludes solar)	[b]	
	State of California Fees											
18	CA Strong Motion instrumentation and Seismic Hazard Mapping Fees (SMIP) State Fees										[c]	
	a) Category 1 - Residential, 1st to 3rd Story					Valuation x 0.00013; \$0.50 minimum fee		Valuation x 0.00013; \$0.50 minimum fee	No Change		[c]	
	b) Category 2 - All Other Buildings					Valuation x 0.00028; \$0.50 minimum fee		Valuation x 0.00028; \$0.50 minimum fee	No Change		[c]	
19	Building Standards Administration Special Revolving Fund (BSASRF) - Permit Valuation										[c]	
	a) \$1 to \$25,000					\$1		\$1	No Change		[c]	
	b) \$25,001 to \$50,000					\$2		\$2	No Change		[c]	
	c) \$50,001 to \$75,000					\$3		\$3	No Change		[c]	
	d) \$75,001 to \$100,000					\$4		\$4	No Change		[c]	
	e) Every \$25,000 or fraction thereof above \$100,000					Add \$1		Add \$1	No Change		[c]	

[a] Fee will be applied to permit and plan review fees for all new construction, additions, and additions with alterations for residential and commercial projects, excluding solar.

[b] Fee will be applied to all permit and plan review fees, excluding solar.

[c] Fee is intended to mirror amounts established by the State of California. In the case of discrepancies, fees established by the State of California shall supersede amounts shown in this schedule.

Fee Description		Service Time	Hourly Rate	Cost of Svc	Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Fee Change \$	Unit	Note
20	Miscellaneous City Fees (City Code Sections 6.1 & 7.1.(a))										
	Addressing Fee										
	a) Residential	1.00	x	\$204 = \$204	\$97	48%	\$204	100%	\$107	Fixed Fee	
	b) Non-Residential	2.00	x	\$204 = \$408	\$97	24%	\$408	100%	\$311	Fixed Fee	
21	Meter Release	1.50	x	\$204 = \$306	n/a - new	n/a - new	\$306	100%	n/a - new	Fixed Fee	
22	Administrative Hearing, each	5.00	x	\$204 = \$1,020	\$1,301	128%	\$1,020	100%	(\$281)	Fixed Fee	
23	Building Board Appeal Hearing only	8.00	x	\$204 = \$1,632	\$1,754	107%	\$1,632	100%	(\$122)	Fixed Fee	
24	Physically Challenged Board Appeal Hearing	8.00	x	\$204 = \$1,632	\$1,576	97%	\$1,632	100%	\$56	Fixed Fee	
25	Reproduction - Building Permit (Hard Copy or Electronic)	0.50	x	\$204 = \$102	\$55	54%	\$102	100%	\$47	Fixed Fee	
26	Certificate of Occupancy - Reproduction, each	0.50	x	\$204 = \$102	\$91	89%	\$102	100%	\$11	Fixed Fee	
27	Temporary Certificate of Occupancy Bond Application	5.50	x	\$204 = \$1,122	\$1,126	100%	\$1,122	100%	(\$4)	Fixed Fee	
28	Utility Bond Application	2.00	x	\$204 = \$408	\$323	79%	\$408	100%	\$85	Fixed Fee	
29	Construction Performance Bond Application	2.00	x	\$204 = \$408	\$323	79%	\$408	100%	\$85	Fixed Fee	
30	Bond				Based on Construction Valuation		Based on Construction Valuation		No Change		

Fee Description		Service Time		Hourly Rate		Cost of Svc		Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Fee Change \$	Unit	Note
31	Photovoltaic (Solar) Permit Fees													
	Solar Photovoltaic - Residential Permit													
	a) 15 kW or less													
	b) More than 15 kW (i + ii)													
	i) Base Fee for up to 15kW													
32	Solar Photovoltaic - Non-Residential Permit													
	a) 50 kW or less													
	b) 51 kW - 250 kW													
	i) Base Fee for up to 50kW													
	ii) Fee per kW above 50kW and less than 250kW													
	c) More than 250 kW													
	i) Base Fee for up to 250kW													
	ii) Fee per kW above 250kW													
	Solar Thermal Permit Fees													
	33	Solar Thermal - Residential												
a) 10 kWth or less														
b) More than 10 kWth														
i) Base Fee for up to 10kWth														
ii) Fee per kWth above 10kWth														
34	Solar Thermal - Non-Residential													
	a) 30 kWth or less													
	b) 31 kWth – 260 kWth													
	i) Base Fee for up to 30kWth													
	ii) Fee per kW above 30kWth and less than 260kWth													
	c) More than 260 kWth													
	i) Base Fee for up to 260kWth													
	ii) Fee per kWth above 260kWth													
	Photovoltaic Energy Storage System Permit Fees													
35	Building Energy Storage System - Permit Fee, each													
	a) Permit													
	b) Plan Review													
	i) Plan Review - Building (if required)													
	ii) Plan Review - Fire (if required; See Fire Prevention and Hazardous Materials Fees)													

Fee Description		Service Time	Hourly Rate	Cost of Svc	Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Fee Change \$	Unit	Note
Roofing Permit Fees											
36	Residential Re-Roof Overlay or Prep Old Roof, Felt (No New OSB/Sheathing)										
	a) First 25 squares or Fraction Thereof	1.50	x	\$204 = \$306	\$213	70%	\$306	100%	\$93	Fixed Fee	
	b) Each Additional 25 squares or Fraction Thereof	0.25	x	\$204 = \$51	\$147	288%	\$51	100%	(\$96)	Fixed Fee	
37	Residential Conversion or Tear-off of Plywood, Felt (New OSB/Sheathing)										
	a) First 25 squares or Fraction Thereof	1.75	x	\$204 = \$357	\$295	83%	\$357	100%	\$62	Fixed Fee	
	b) Each Additional 25 squares or Fraction Thereof	1.00	x	\$204 = \$204	\$180	88%	\$204	100%	\$24	Fixed Fee	
38	Non-Residential Re-Roof				See Bldg Valuation Table; Based on valuation or contract price, whichever is greater		See Bldg Valuation Table; Based on valuation or contract price, whichever is greater			Fixed Fee	[b]
Swimming Pool Permit Fees											
39	Pool Replaster Surface	2.50	x	\$204 = \$510	\$361	71%	\$510	100%	\$149	Fixed Fee	
40	Pool Demolition (a + b)										
	a) Base Fee										
	i) Demo: Vinyl	2.75	x	\$204 = \$561	\$377	67%	\$561	100%	\$184	Fixed Fee	
	ii) Demo: Gunite	4.00	x	\$204 = \$816	\$492	60%	\$816	100%	\$324	Fixed Fee	
	b) Pre-Treatment Discharge Permit	1.00	x	\$250 = \$250	\$86	34%	\$250	100%	varies	Per Hour, Minimum Half Hour	
Demolition Permit Fees											
41	Demolition Permit (Fee Includes Building Plan Review)										
	a) Up to 500 SF	3.00	x	\$204 = \$612	\$401	66%	\$612	100%	\$211	Fixed Fee	
	b) 501 SF and Greater	5.75	x	\$204 = \$1,173	\$1,090	93%	\$1,173	100%	\$83	Fixed Fee	
Wall / Monument Sign or Art Sculpture Permit Fees											
42	New Sign / Art Sculpture				See Bldg Valuation Table; Based on valuation or contract price, whichever is greater		See Bldg Valuation Table; Based on valuation or contract price, whichever is greater			Fixed Fee	[b]
43	Structural Footings for Monument Sign/Art Sculpture, each	1.25	x	\$204 = \$255	\$397	156%	\$255	100%	(\$142)	Fixed Fee	

Fee Description		Service Time		Hourly Rate		Cost of Svc		Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Fee Change \$	Unit	Note
44	Electrical Stand-Alone Fees (fixture based) In Addition to Permit Processing Fee													
	Temporary Power Service													
	a) For a temporary service power pole or pedestal including all pole or pedestal-mounted receptacle outlets and appurtenances, each	1.75	x	\$204	=	\$357	\$33	9%	\$357	100%	\$324	Fixed Fee		
45	b) For a temporary distribution system and temporary lighting and receptacle outlets for construction sites, decorative light, Christmas tree sales lots, firework stands, etc., each	1.75	x	\$204	=	\$357	\$136	38%	\$357	100%	\$221	Fixed Fee		
	Lighting Fixtures													
	a) For lighting fixtures, sockets or other lamp-holding devices (adding or replacing only):													
	i) First 20 or Fraction Thereof	1.00	x	\$204	=	\$204	\$34	17%	\$204	100%	\$170	Fixed Fee		
	ii) Each Additional 20 or Fraction Thereof	0.25	x	\$204	=	\$51	\$27	53%	\$51	100%	\$24	Fixed Fee		
	b) For pole or platform-mounted lighting fixtures (adding or replacing only):													
	i) First 10 or Fraction Thereof	1.25	x	\$204	=	\$255	\$34	13%	\$255	100%	\$221	Fixed Fee		
	ii) Each Additional 10 or Fraction Thereof	0.25	x	\$204	=	\$51	varies	varies	\$51	100%	varies	Fixed Fee		
	c) For theatrical-type lighting fixtures or assemblies (adding or replacing only):													
	i) First 10 or Fraction Thereof	1.00	x	\$204	=	\$204	\$34	17%	\$204	100%	\$170	Fixed Fee		
	ii) Each Additional 10 or Fraction Thereof	0.25	x	\$204	=	\$51	varies	varies	\$51	100%	varies	Fixed Fee		
	46	Receptacle, Switch, and Lighting Outlets (currently used or controlled, except services, feeders and meters)												
a) First 20 or Fraction Thereof		1.25	x	\$204	=	\$255	\$34	13%	\$255	100%	\$221	Fixed Fee		
b) Each Additional 20 or Fraction Thereof		0.25	x	\$204	=	\$51	\$27	53%	\$51	100%	\$24	Fixed Fee		
47	Carnivals, circuses, or other traveling shows or exhibitions utilizing transportable-type rides, booths, displays and attractions													[c]
	a) For a generator and electrically driven ride													
	i) First ride	1.00	x	\$204	=	\$204	\$36	18%	\$204	100%	\$168	Fixed Fee	[d]	
	ii) Each additional ride	0.25	x	\$204	=	\$51	\$36	71%	\$51	100%	\$15	Fixed Fee	[d]	
	b) For mechanically driven rides and walk-through attractions or displays having electric lighting, each	1.00	x	\$204	=	\$204	\$29	14%	\$204	100%	\$175	Fixed Fee		
	c) Site area and booth lighting	1.75	x	\$204	=	\$357	\$15	4%	\$357	100%	\$342	Fixed Fee		
48	Electrical Services													
	a) Main Electrical Service													
	i) 400 amps or less	2.50	x	\$204	=	\$510	\$422	83%	\$510	100%	\$88	Fixed Fee		
	ii) Over 400 amps	4.50	x	\$204	=	\$918	\$771	84%	\$918	100%	\$147	Fixed Fee		
	b) Sub-Panels													
	i) 200 amps or less	1.00	x	\$204	=	\$204	\$193	95%	\$204	100%	\$11	Fixed Fee		
	ii) Over 200 amps	1.50	x	\$204	=	\$306	\$294	96%	\$306	100%	\$12	Fixed Fee		
c) Meter Pedestal	2.25	x	\$204	=	\$459	\$321	70%	\$459	100%	\$138	Fixed Fee			

City of Gilroy
User and Regulatory Fee Study
Building Fees
Cost of Service Calculation - At Fully-Burdened Hourly Rate

	Fee Description	Service Time		Hourly Rate	=	Cost of Svc	Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Fee Change \$	Unit	Note
49	Generator Permit Fee	0.75	x	\$204	=	\$153	n/a - new	n/a - new	\$153	100%	n/a - new	Fixed Fee	[d]
50	Cell Tower (fee includes 1st and 2nd plan review)												
	a) New Cell Tower Permit, each	6.75	x	\$204	=	\$1,377	\$1,137	83%	\$1,377	100%	\$240	Fixed Fee	
	b) Alteration of Existing Cell Tower	5.00	x	\$204	=	\$1,020	\$1,137	111%	\$1,020	100%	(\$117)	Fixed Fee	
51	Electrical Vehicle Charging (EVC) (fee includes 1st and 2nd plan review)												
	a) EVC - Residential	1.75	x	\$204	=	\$357	\$301	84%	\$357	100%	\$56	Fixed Fee	
	b) EVC - Residential Multi-Family						See Bldg Valuation Table; Based on valuation or contract price, whichever is greater		See Bldg Valuation Table; Based on valuation or contract price, whichever is greater			Fixed Fee	[b],[e]
	c) EVC - Non-Residential						See Bldg Valuation Table; Based on valuation or contract price, whichever is greater		See Bldg Valuation Table; Based on valuation or contract price, whichever is greater			Fixed Fee	[b],[e]
	Mechanical Stand-Alone Fees (fixture based) In Addition to Permit Processing Fee												
52	Heating, Ventilation, and Air Conditioning (HVAC)												
	a) Residential (New) Furnace and/or AC / Condenser / Heat Pump / Ductless / Split / Mini-Split Systems	1.75	x	\$204	=	\$357	\$363	102%	\$357	100%	(\$6)	Fixed Fee	
	b) Residential existing (Replace) Furnace and/or AC / Condenser / Heat Pump / Ductless / Split / Mini-Split Systems	1.50	x	\$204	=	\$306	\$210	69%	\$306	100%	\$96	Fixed Fee	
	c) Residential (New, Adding, Replacing and/or Relocating) Ducts and Vents, each	0.25	x	\$204	=	\$51	\$29	57%	\$51	100%	\$22	Fixed Fee	
	d) Non-Residential (New) Furnace and/or HVAC / Condenser	3.50	x	\$204	=	\$714	\$540	76%	\$714	100%	\$174	Fixed Fee	
	e) Non-Residential existing (Replace) Furnace and/or HVAC / Condenser	2.50	x	\$204	=	\$510	\$401	79%	\$510	100%	\$109	Fixed Fee	
	f) Non-Residential (New, Adding, Replacing or Relocating) Ducts and Vents, each	1.00	x	\$204	=	\$204	\$33	16%	\$204	100%	\$171	Fixed Fee	
53	Forced Air Furnace or Burner, for the installation or relocation of each												
	a) Up to 100,000 btu/h	1.75	x	\$204	=	\$357	\$20	6%	\$357	100%	\$337	Fixed Fee	
	b) Over 100,000 btu/h	2.50	x	\$204	=	\$510	\$20	4%	\$510	100%	\$490	Fixed Fee	
54	Floor Furnace, for the installation or relocation of each, including vent	1.75	x	\$204	=	\$357	\$17	5%	\$357	100%	\$340	Fixed Fee	
55	Suspended Heater, Recessed Wall, Floor-Mounted Unit Heater, for the installation or relocation of each	1.75	x	\$204	=	\$357	\$17	5%	\$357	100%	\$340	Fixed Fee	

City of Gilroy
User and Regulatory Fee Study
Building Fees
Cost of Service Calculation - At Fully-Burdened Hourly Rate

	Fee Description	Service Time		Hourly Rate	=	Cost of Svc	Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Fee Change \$	Unit	Note
56	Commercial or Industrial Type Incinerator, for the installation or relocation of each (fee includes 1st and 2nd plan review)	3.25	x	\$204	=	\$663	\$83	13%	\$663	100%	\$580	Fixed Fee	
57	Appliance Not Listed, for each appliance or piece of equipment regulated by this code but not classed in other appliance categories or for which no other fee is listed	2.00	x	\$204	=	\$408	\$14	3%	\$408	100%	\$394	Fixed Fee	
	Plumbing Stand-Alone Fees (fixture based) In Addition to Permit Processing Fee												
58	Water Heater & Water Softener Permit Fees												
	a) Water Heater, Tankless, Natural Gas or Heat Pump, each	1.25	x	\$204	=	\$255	varies	varies	\$255	100%	varies	Fixed Fee	[f]
	b) Water Softener	1.25	x	\$204	=	\$255	\$160	63%	\$255	100%	\$95	Fixed Fee	
59	Waterline, Sewer or Gas Permit Fees												
	a) Residential repipe waterline or gas (interior)	1.50	x	\$204	=	\$306	\$290	95%	\$306	100%	\$16	Fixed Fee	
	b) Residential repipe from house to main waterline or gas (exterior)	1.25	x	\$204	=	\$255	\$202	79%	\$255	100%	\$53	Fixed Fee	
	c) Residential repipe sewer (interior)	2.00	x	\$204	=	\$408	\$387	95%	\$408	100%	\$21	Fixed Fee	
	d) Residential repipe from house to main sewer (exterior)	1.50	x	\$204	=	\$306	\$289	94%	\$306	100%	\$17	Fixed Fee	
	e) Non-Residential repipe waterline or gas (interior/exterior)						See Bldg Valuation Table; Based on valuation or contract price, whichever is greater		See Bldg Valuation Table; Based on valuation or contract price, whichever is greater			Fixed Fee	[b]
	f) Non-Residential repipe sewer (interior)	4.00	x	\$204	=	\$816	\$783	96%	\$816	100%	\$33	Fixed Fee	
	g) Non-Residential repipe from building to main sewer (exterior)	3.50	x	\$204	=	\$714	\$490	69%	\$714	100%	\$224	Fixed Fee	
60	For Each Backflow Protective Device Other Than Atmospheric-type Vacuum Breakers	0.50	x	\$204	=	\$102	\$15 - \$28	varies	\$102	100%	varies	Fixed Fee	
61	For Atmospheric-type Vacuum Breakers:												
	a) 1 to 5, each	0.50	x	\$204	=	\$102	\$15	15%	\$102	100%	\$87	Fixed Fee	
	b) Over 5, each	0.25	x	\$204	=	\$51	\$2	4%	\$51	100%	\$49	Fixed Fee	

[a] California Government Code Section 66015.

[b] Fees calculated using building valuation table / building permit fee table.

[c] For permanently installed rides, booths, displays and attractions, use the mechanical permit fees.

[d] Generators using propane tanks or exceeding 55 gallons of diesel fuel require a Hazardous Materials Plan Review and Inspection.

[e] EVC installations using lithium-ion battery backup require a Hazardous Materials Plan Review and Inspection.

[f] If converting and/or relocating, building plan review and building inspections fees are also applicable.

Fee Description		Service Time	Hourly Rate	Cost of Svc	Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Fee Change \$	Unit	Note
62	Grading Plan Review / Permit Fees (Add Cut and Fill for Total Cubic Yards) In Addition to Permit Processing Fee										
	Grading Plan Review Fee										
	a) Base Fee (Up to 1.5 hours)	1.50	x	\$204 = \$306	\$288	94%	\$306	100%	\$18	Fixed Fee	
	b) Each Additional Hour	1.00	x	\$204 = \$204	\$166	81%	\$204	100%	\$38	Per Hour	
63	Grading Permit Fee										
	a) Up to 1,000 cubic yards (CY)	0.75	x	\$204 = \$153	\$421	275%	\$153	100%	(\$268)	Fixed Fee	
	b) 1001 CY to 10,000 CY										
	i) Base Fee for Up to 1,000 CY	1.25	x	\$204 = \$255	\$421	165%	\$255	100%	(\$166)	Fixed Fee	
	ii) Fee for Each Addition 1,000 CY up to 10,000 CY			\$62	\$13	22%	\$62.33	100%	\$49	Fixed Fee	
	c) 10,001 cubic yards, to 100,000 cubic yards										
	i) Base Fee for Up to 10,000 CY	4.00	x	\$204 = \$816	\$542	66%	\$816	100%	\$274	Fixed Fee	
	ii) Fee for Each Addition 10,000 CY up to 100,000 CY			\$23	\$71	311%	\$22.67	100%	(\$48)	Fixed Fee	
	d) 100,001 cubic yards or more										
64	Hourly Billing Rate										
	i) Base Fee for Up to 100,000 CY	5.00	x	\$204 = \$1,020	\$1,177	115%	\$1,020	100%	(\$157)	Fixed Fee	
	ii) Fee for Each Addition 10,000 CY or fraction thereof			\$17	\$53	311%	\$17.00	100%	(\$36)	Fixed Fee	
64	Building Division Standard Hourly Billing Rate and Hourly Rate for Services Not Identified in this Schedule	1.00	x	\$204 = \$204	\$166	81%	\$204	100%	\$38	Per Hour	



Cost of Service Analysis

Planning Fees

City of Gilroy
User and Regulatory Fee Study
Allocation of Annual Labor Effort - Planning Division

Position	Hourly	FTE	Yearly	Total Hours Per FTE	Less: Holiday & Leave	Productive Hours Per FTE	Total Productive Hours	Note
Planner I	\$64	1.00	\$133,748	2,080	216	1,864	1,864	[a],[b]
Planner II	\$71	1.00	\$147,740	2,080	216	1,864	1,864	[a],[b]
Planning Manager	\$92	1.00	\$190,719	2,080	216	1,864	1,864	[a],[b]
Planning Technician	\$52	1.00	\$107,452	2,080	216	1,864	1,864	[a],[b]
Senior Planner	\$85	2.00	\$351,980	2,080	216	1,864	3,728	[a],[b]
Total		6.00	\$931,639				11,184	

Contract Services

Description	Total	Est Hrly Cost	Total Hours	Note
Annual Contract Services	\$17,865	\$135	132	[c]

Total Productive Hours	Total	Note
In-House	11,184	
Contract	132	
Total	11,316	

Allocation of Hours	Share	Total	Note
Indirect	25%	2,829	[b]
Direct	75%	8,487	[b]
Total	100%	11,316	

[a] Source: FY 26/27 authorized positions.

[b] Direct/Indirect hours are intended to serve as reasonable estimates. Amounts will vary from year-to-year depending on activity, projects, and City Council priorities.

[c] Amounts intended to serve as reasonable estimates of market rates for contract service providers.

Recurring Expenditures [a]

Fund No	Fund Desc	Div	Div No	Account	Acct Desc	Budget	Adjust	Total	Note
100	General Fund	4020	Planning	50110	SALARIES	\$826,399	\$0	\$826,399	
100	General Fund	4020	Planning	50205	WORKERS COMP	\$2,862	\$0	\$2,862	
100	General Fund	4020	Planning	50210	RETIREMENT (FULL TIME)	\$89,251	\$0	\$89,251	
100	General Fund	4020	Planning	50212	DEFERRED COMPENSATION	\$2,160	\$0	\$2,160	
100	General Fund	4020	Planning	50213	UAL RETIREMENT	\$157,845	\$0	\$157,845	
100	General Fund	4020	Planning	50220	MEDICARE	\$11,983	\$0	\$11,983	
100	General Fund	4020	Planning	50225	HEALTH INSURANCE BENEFITS	\$150,922	\$0	\$150,922	
100	General Fund	4020	Planning	50230	LIFE INSURANCE BENEFITS	\$1,221	\$0	\$1,221	
100	General Fund	4020	Planning	50235	EMPLOYEE ASSISTANCE PROG	\$1,188	\$0	\$1,188	
100	General Fund	4020	Planning	50255	MISC DISABILITY INSURANCE	\$1,563	\$0	\$1,563	
100	General Fund	4020	Planning	50260	RETIREE MEDICAL	\$3,600	\$0	\$3,600	
100	General Fund	4020	Planning	50270	CONTRA PERSONNEL EXPENSE	(\$101,900)	\$0	(\$101,900)	
100	General Fund	4020	Planning	51110	EMPLOYEE TRAINING	\$4,000	\$0	\$4,000	
100	General Fund	4020	Planning	51120	EMPLOYEE TRAVEL, FOOD, LODG	\$6,900	\$0	\$6,900	
100	General Fund	4020	Planning	51420	TELECOMMUNICATIONS	\$1,714	\$0	\$1,714	
100	General Fund	4020	Planning	51510	PROFESSIONAL SUPPORT	\$1,900	\$0	\$1,900	
100	General Fund	4020	Planning	51610	ADVERTISING-PUBLICITY	\$1,800	\$0	\$1,800	
100	General Fund	4020	Planning	51630	CONTRACTUAL SERVICES	\$15,965	\$0	\$15,965	
100	General Fund	4020	Planning	52110	OFFICE/COMPUTER SUPPLIES	\$1,150	\$0	\$1,150	
100	General Fund	4020	Planning	52610	PROGRAM EXPENSES	\$500	\$0	\$500	
100	General Fund	4020	Planning	54130	FLEET SERVICE CHARGE	\$1,727	\$0	\$1,727	
100	General Fund	4020	Planning	54140	FACILITY SERVICE CHARGE	\$89,082	\$0	\$89,082	
100	General Fund	4020	Planning	54145	INFO TECH SERVICE CHARGE	\$362,505	(\$362,505)	\$0	[b]
Total						\$1,634,337	(\$362,505)	\$1,271,832	

Allocation of Central Services

Description	Indirect Rate	Mod Op Exp	Total	Note
Citywide Overhead Rate	15%	\$1,271,832	\$190,775	[c]
Total			\$190,775	

Allocation of Total Costs

Description	Total	Note
Direct Expenses	\$1,271,832	
Allocation of Citywide Overhead	\$190,775	
Department Administration	\$431,823	
Total	\$1,894,431	

Revenue Summary

Fund Desc	Acct Desc	FY 21/22 Actual	FY 22/23 Actual	Multi-Year Average	Note
General Fund	SERVICE CHARGE	\$655,261	\$668,785	\$662,023	[d]
General Fund	MISC REIMBURSEMENTS	\$24,235	\$8,951	\$16,593	[d]
Total		\$679,496	\$677,736	\$678,616	

Description	Total
Average Revenue	\$678,616
Expenditures	\$1,894,431
Cost Recovery Rate	36%
General Fund Amount	\$1,215,815

Calculation of Fully-Burdened Hourly Rate

Description	Total	Note
Costs	\$1,894,431	
Direct Hours	8,487	[e]
Fully-Burdened Hourly Rate	\$223	

[a] Source: FY 26/27 adopted expenditures (amended).

[b] Recovered via separate fee.

[c] Amount intended to serve as reasonable estimate (de minimis rate).

[d] Amounts are intended to serve as reasonable estimates. Amounts will vary from year to year depending on development activity.

[e] See separate worksheet.

Fee Description		Service Time	Hourly Rate	Cost of Svc	Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Fee Change \$	Charge Basis	Note
Agreements											
1	Development Agreement	Deposit	x	\$223 = varies	\$20,907	varies	\$50,000	100%	n/a - deposit	Time & Materials with Initial Deposit, Plus \$50,000 Attorney Fee Deposit, Plus Public Noticing	[a],[b]
2	Mills Act Request	19.00	x	\$223 = \$4,237	\$2,314	55%	\$4,237	100%	\$1,923	Fixed Fee, Plus Attorney Fees	[a],[b]
3	Williamson Act Cancellation	Deposit	x	\$223 = varies	\$8,844	varies	\$50,000	100%	n/a - deposit	Time & Materials with Initial Deposit, Plus \$10,000 Attorney Fee Deposit, Plus Public Noticing	[a],[b]
Annexation											
4	Annexation	147.50	x	\$223 = \$32,893	\$21,510	65%	\$32,893	100%	\$11,383	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]
5	Pre-Annexation Agreement	111.00	x	\$223 = \$24,753	varies	varies	\$24,753	100%	varies	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]
Appeals											
6	Appeal to Planning Commission	18.00	x	\$223 = \$4,014	\$1,019	25%	\$2,007	50%	\$988	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]
7	Appeal to City Council	24.00	x	\$223 = \$5,352	\$1,254	23%	\$2,676	50%	\$1,422	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]

Fee Description		Service Time	Hourly Rate	Cost of Svc	Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Fee Change \$	Charge Basis	Note
8	Design Review										
	Architectural and Site Review - Residential										
	a) Residential Flat New Construction										
	i) 2 to 3 units	18.00	x	\$223 = \$4,014	modified structure	varies	\$4,014	100%	varies	Fixed Fee	
	ii) 4 to 50 units										
	a) Base Fee for Up to Ten Units	58.50	x	\$223 = \$13,046	\$9,087	70%	\$13,046	100%	\$3,959	Fixed Fee	
	b) Fee for Each Additional Unit (Between 11 and 50)	1.78	x	\$223 = \$396	modified structure	varies	\$396	100%	varies	Fixed Fee	
	iii) 51 to 100 units										
	a) Base Fee for First 50 Units	129.50	x	\$223 = \$28,879	modified structure	varies	\$28,879	100%	varies	Fixed Fee	
	b) Fee for Each Additional Unit (Between 51 and 100)	0.90	x	\$223 = \$201	modified structure	varies	\$201	100%	varies	Fixed Fee	
	iv) 101 to 300 units										
	a) Base Fee for First 100 Units	174.50	x	\$223 = \$38,914	modified structure	varies	\$38,914	100%	varies	Fixed Fee	
	b) Fee for Each Additional Unit (Between 101 and 300)	0.45	x	\$223 = \$100	modified structure	varies	\$100	100%	varies	Fixed Fee	
	v) More than 300 Units										
	a) Base Fee for First 300 Units	264.00	x	\$223 = \$58,872	modified structure	varies	\$58,872	100%	varies	Fixed Fee	
	b) Fee for Each Additional Unit	0.22	x	\$223 = \$50	modified structure	varies	\$50	100%	varies	Fixed Fee	
	b) Residential Hillside (RH) New Construction (RH Zone)										
	i) Single Custom Home	25.50	x	\$223 = \$5,687	\$4,965	87%	\$5,687	100%	\$722	Fixed Fee	
	ii) 2 to 3 units	27.00	x	\$223 = \$6,021	modified structure	varies	\$6,021	100%	varies	Fixed Fee	
	iii) 4 to 50 units										
	a) Base Fee for Up to Ten Units	81.00	x	\$223 = \$18,063	modified structure	varies	\$18,063	100%	varies	Fixed Fee	
	b) Fee for Each Additional Unit (Between 11 and 50)	2.40	x	\$223 = \$535	modified structure	varies	\$535	100%	varies	Fixed Fee	
	iv) 50 to 100 units										
	a) Base Fee for First 50 Units	177.00	x	\$223 = \$39,471	modified structure	varies	\$39,471	100%	varies	Fixed Fee	
	b) Fee for Each Additional Unit (Between 51 and 100)	1.20	x	\$223 = \$268	modified structure	varies	\$268	100%	varies	Fixed Fee	
	v) More than 100 units										
	a) Base Fee for First 100 Units	237.00	x	\$223 = \$52,851	modified structure	varies	\$52,851	100%	varies	Fixed Fee	
	b) Fee for Each Additional Unit	0.60	x	\$223 = \$134	modified structure	varies	\$134	100%	varies	Fixed Fee	
	c) Residential Hillside/Multifamily Remodel/Additions	13.00	x	\$223 = \$2,899	\$1,285	44%	\$2,899	100%	\$1,614	Fixed Fee	
	d) Residential Accessory Structure over 12 feet high OR two-stories	23.50	x	\$223 = \$5,241	modified structure	varies	\$5,241	100%	varies	Fixed Fee, Plus Public Noticing	[b]
9	Architectural and Site Review - Industrial										
	a) New Construction (up to 10,000 sq.ft.)	54.50	x	\$223 = \$12,154	\$8,388	69%	\$12,154	100%	\$3,766	Fixed Fee	
	b) New Construction (each additional 10,000 sq.ft. or fraction thereof)	5.50	x	\$223 = \$1,227	\$661	54%	\$1,227	100%	\$566	Fixed Fee	
	c) Industrial Remodel/Additions	16.00	x	\$223 = \$3,568	\$2,511	70%	\$3,568	100%	\$1,057	Fixed Fee	

	Fee Description	Service Time		Hourly Rate		Cost of Svc	Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Fee Change \$	Charge Basis	Note
10	Architectural and Site Review - Commercial												
	a) New Construction (up to 5,000 sq. ft.)	54.50	x	\$223	=	\$12,154	\$11,357	93%	\$12,154	100%	\$797	Fixed Fee	
	b) New Construction (each additional 5,000 sq.ft. or fraction thereof)	8.00	x	\$223	=	\$1,784	\$1,015	57%	\$1,784	100%	\$769	Fixed Fee	
	c) Commercial Remodel/Additions	16.00	x	\$223	=	\$3,568	\$2,901	81%	\$3,568	100%	\$667	Fixed Fee	
11	Historic Resource Review (Staff)	7.25	x	\$223	=	\$1,617	\$3,217	199%	\$1,617	100%	(\$1,600)	Fixed Fee, Plus Consultant Fees, Plus 15% Staff Review, Plus 12% Administrative Fee, Plus Attorney Fees, Plus 10% Contingency, Plus Public Noticing	[a],[b]
12	Historic Resource Review, Demolition, or Significant Alteration(s) (Planning Commission) - Additional Fee	16.25	x	\$223	=	\$3,624	varies	varies	\$3,624	100%	varies	Fixed Fee, Plus Consultant Fees, Plus 15% Staff Review, Plus 12% Administrative Fee, Plus Attorney Fees, Plus 10% Contingency, Plus Public Noticing	[a],[b]
13	Historic Resource Review, Demolition, or Significant Alteration(s) (City Council) - Additional Fee	25.25	x	\$223	=	\$5,631	varies	varies	\$5,631	100%	varies	Fixed Fee, Plus Consultant Fees, Plus 15% Staff Review, Plus 12% Administrative Fee, Plus Attorney Fees, Plus 10% Contingency, Plus Public Noticing	[a],[b]
14	Las Animas/Murray Overlay Fee	18.25	x	\$223	=	\$4,070	\$1,558	38%	\$4,070	100%	\$2,512	Fixed Fee, Plus Public Noticing	[b]
15	Minor Modification	1.50	x	\$223	=	\$335	\$350	105%	\$335	100%	(\$16)	Minimum Fee, Plus Public Noticing, Time & Materials	[a],[b]
	Environmental												
16	Categorical Exemption	5.00	x	\$223	=	\$1,115	\$588	53%	\$1,115	100%	\$527	Fixed Fee	
17	EIR/MND/Initial Study/Environmental Consultation						Pass Through	100%	Pass Through, Plus 15% Staff Review, Plus 12% Administrative Fee, Plus 10% Contingency, Plus Attorney Fees, Plus Public Noticing	100%	varies	Pass Through	[a],[b]
18	Habitat Plan Review						Pass Through	100%	Pass Through, Plus 15% Staff Review, Plus 12% Administrative Fee, Plus 10% Contingency	100%	varies	Pass Through	[a],[b]
19	Habitat Conservation Permit Processing for Nitrogen-Deposit Only (NDO)	2.00	x	\$223	=	\$446	n/a - new	n/a - new	\$446	100%	n/a - new	Fixed Fee	
20	Habitat Agency Fee						Pass Through		Pass Through	100%	No Change	Pass Through	[a]

Fee Description		Service Time	Hourly Rate	Cost of Svc	Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Fee Change \$	Charge Basis	Note
21	General Plan Amendment										
	General Plan Map Amendment										
	a) Up to 10 acres										
	i) Base Fee (Includes up to 70 hours of staff review)	70.00	x	\$223 =	\$15,610	\$17,096 110%	\$15,610	100%	(\$1,486)	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]
	ii) Each Additional Hour, if applicable	1.00	x	\$223 =	\$223	modified structure varies	\$223	100%	varies	Per Hour	
	b) Over 10 acres										
22	i) Base Fee (Includes up to 100 hours of staff review)	100.00	x	\$223 =	\$22,300	\$17,096 77%	\$22,300	100%	\$5,204	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]
	ii) Each Additional Hour, if applicable	1.00	x	\$223 =	\$223	modified structure varies	\$223	100%	varies	Per Hour	
	General Plan Text Amendment										
	a) Base Fee (Includes up to 140 hours of staff review)	140.00	x	\$223 =	\$31,220	\$17,096 55%	\$31,220	100%	\$14,124	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]
	b) Each Additional Hour, if applicable	1.00	x	\$223 =	\$223	modified structure varies	\$223	100%	varies	Per Hour	
	Inspections										
23	Planning Inspections	1.00	x	\$223 =	\$223	Divisional hourly rate varies	\$223	100%	varies	Per Hour, Minimum 1 Hour	
24	Special Services/Inspections	1.00	x	\$223 =	\$223	Division(s) hourly rate varies	\$223	100%	varies	Per Hour, Minimum 3 Hours	
25	Planning Inspections Outside of Normal Business Hours	1.00	x	\$268 =	\$268	\$522 195%	\$268	100%	varies	Per Hour, Minimum 2 Hours	
26	Planning Re-Inspection										
	a) Base Fee (Up to 1.5 hours)	1.50	x	\$223 =	\$335	n/a - new	\$335	100%	n/a - new	Fixed Fee	[c]
	b) Each Additional Hour	1.00	x	\$223 =	\$223	n/a - new	\$223	100%	n/a - new	Per Hour	[c]
	Pre-Application										
27	Pre-Application Development Review Group (DRG) Review	17.50	x	\$223 =	\$3,903	\$3,819 98%	\$3,903	100%	\$84	Fixed Fee	
28	Pre-Application: SB 330 Review	9.00	x	\$223 =	\$2,007	varies	\$2,007	100%	varies	Fixed Fee	
	Plan Review of Building Permits										
29	Planning Plan Review of Building Permits	1.00	x	\$223 =	\$223	Divisional hourly rate	\$223	100%	varies	Per hour	
30	Expedited Plan Review of Building Permits					n/a - new	n/a - new	1.5x base fee	n/a - new	Per hour	
	Public Noticing										
31	Print Media Publication					\$1,237	varies	\$729	100%	Fixed Fee	
32	Public Notice Preparation and Mailing	4.00	x	\$223 =	\$892	varies	\$892	100%	varies	Fixed Fee	

Fee Description		Service Time	Hourly Rate	Cost of Svc	Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Fee Change \$	Charge Basis	Note
Signs											
33	Sign Permit										
	a) First sign	1.50	x	\$223 = \$335	\$321	96%	\$335	100%	\$14	Fixed Fee	
	b) Each additional sign or refacing	0.50	x	\$223 = \$112	\$139	125%	\$112	100%	(\$28)	Fixed Fee	
34	Temporary Banners	0.33	x	\$223 = \$74	varies	varies	\$74	100%	varies	Fixed Fee	
35	Master Shopping Center Sign Program	9.00	x	\$223 = \$2,007	\$2,437	121%	\$2,007	100%	(\$430)	Fixed Fee	
36	Modification of Sign Program	7.00	x	\$223 = \$1,561	\$556	36%	\$1,561	100%	\$1,005	Fixed Fee	
Tentative Maps											
37	Tentative Parcel Map (up to 4 lots)	45.00	x	\$223 = \$10,035	\$11,234	112%	\$10,035	100%	(\$1,199)	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]
38	Tentative Tract Map (5 or more lots)										
	a) 5 - 12 lots	76.00	x	\$223 = \$16,948	\$20,857	123%	\$16,948	100%	(\$3,909)	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]
	b) Each lot over 12 lots, Flat lot	2.50	x	\$223 = \$558	\$331	59%	\$558	100%	\$227	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]
	c) Each lot over 12 lots, Hillside lot	4.50	x	\$223 = \$1,004	\$961	96%	\$1,004	100%	\$43	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]
39	Tentative Tract Map Extension	7.00	x	\$223 = \$1,561	\$841	54%	\$1,561	100%	\$720	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]
Tree Removal											
40	Tree Removal Permit	2.00	x	\$223 = \$446	\$329	74%	\$446	100%	\$117	Fixed Fee, Plus Public Noticing	[b]
41	Tree Removal Permit (dead tree)	0.50	x	\$223 = \$112	\$329	295%	\$112	100%	(\$218)	Fixed Fee	
Temporary Use Permit											
42	Temporary Use Permit										
	a) Base Fee (Includes up to 9 hours of staff review)	9.00	x	\$223 = \$2,007	\$2,272	113%	\$2,007	100%	(\$265)	Fixed Fee	
	b) Each Additional Hour, if applicable	1.00	x	\$223 = \$223	modified structure	varies	\$223	100%	varies	Per Hour	
43	Minor Temporary Use Permit										
	a) Base Fee (Includes up to 2 hours of staff review)	2.00	x	\$223 = \$446	\$1,683	377%	\$446	100%	(\$1,237)	Fixed Fee	
	b) Each Additional Hour, if applicable	1.00	x	\$223 = \$223	modified structure	varies	\$223	100%	varies	Per Hour	
Urban Service Area Amendment											
44	Urban Service Area Amendment	225.00	x	\$223 = \$50,175	\$31,980	64%	\$50,175	100%	\$18,195	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]

Fee Description		Service Time	Hourly Rate	Cost of Svc	Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Fee Change \$	Charge Basis	Note
Use Permits											
45	Conditional Use Permit	35.00	x	\$223 = \$7,805	\$6,059	78%	\$7,805	100%	\$1,746	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]
46	Minor Use Permit	18.00	x	\$223 = \$4,014	\$1,270	32%	\$4,014	100%	\$2,744	Fixed Fee	
47	Downtown Special Use Permit	22.00	x	\$223 = \$4,906	varies	varies	\$4,906	100%	varies	Fixed Fee	
48	Downtown Use Permit	18.00	x	\$223 = \$4,014	varies	varies	\$4,014	100%	varies	Fixed Fee	
Variance											
49	Minor Deviation Variance Review	11.00	x	\$223 = \$2,453	\$2,687	110%	\$2,453	100%	(\$234)	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]
50	Variance Request	34.00	x	\$223 = \$7,582	\$5,992	79%	\$7,582	100%	\$1,590	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]
Wireless Facilities											
51	Wireless (new facility)	17.00	x	\$223 = \$3,791	varies	varies	\$3,791	100%	varies	Fixed Fee	
52	Wireless Eligible Facility Request / Zoning Clearance	3.50	x	\$223 = \$781	varies	varies	\$781	100%	varies	Fixed Fee	
Zoning											
53	Planned Development	69.25	x	\$223 = \$15,443	\$17,753	115%	\$15,443	100%	(\$2,310)	Fixed Fee, Plus Arch & Site Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]
54	Zoning Map Amendment										
	a) Up to 10 acres	61.00	x	\$223 = \$13,603	\$13,022	96%	\$13,603	100%	\$581	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]
	b) Over 10 acres	84.00	x	\$223 = \$18,732	\$13,022	70%	\$18,732	100%	\$5,710	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]
55	Zoning Ordinance Text Amendment	103.00	x	\$223 = \$22,969	\$15,797	69%	\$22,969	100%	\$7,172	Fixed Fee, Plus Attorney Fees, Plus Public Noticing	[a],[b]
56	Zoning Verification	1.50	x	\$223 = \$335	\$438	131%	\$335	100%	(\$104)	Fixed Fee	
57	Zoning Verification - Additional Research	4.00	x	\$223 = \$892	n/a - new	n/a - new	\$892	100%	n/a - new	Fixed Fee	
Other Review and Service Fees											
58	Community Planning Fee				20%		20%		No Change	% of Permit and Plan Review Fee	
59	Entitlement Approval Time Extension	1.00	x	\$223 = \$223	\$449	201%	\$223	100%	(\$226)	Fixed Fee, Plus Public Noticing	[b]
60	Public Hearing Continuation Request by Applicant	2.50	x	\$223 = \$558	Div Hourly Rate		\$558	100%	varies	Fixed Fee, Plus Public Noticing	[b]
61	Home Occupation Permit	1.00	x	\$223 = \$223	n/a - new	n/a - new	\$223	100%	n/a - new	Fixed Fee	

Fee Description		Service Time	Hourly Rate	Cost of Svc	Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Fee Change \$	Charge Basis	Note		
62	Miscellaneous Projects Fee Planning Research	1.00	x	\$223	=	\$223	Div Hourly Rate + Direct Cost	varies	\$223	100%	varies	Per Hour, Minimum 2 Hours, Time & Materials	[a]
63	Planning Technology Fee					5%	5%		No Change		% of permit fee		
64	Security Deposit / Bond Application Fee	2.00	x	\$223	=	\$446	\$295	66%	\$446	100%	\$151	Fixed Fee	
65	Bond					Based on Construction Valuation		Based on Construction Valuation		No Change			
66	Planning Division Standard Hourly Billing Rate and Hourly Rate for Services Not Identified in this Schedule	1.00	x	\$223	=	\$223	\$166	74%	\$223	100%	\$57	Per hour	

[a] "Time & Materials" and "Pass Through" fees include all costs including consultant costs, outside agency costs, noticing costs, etc. Additional fees may be assessed, as determined by the Community Development Director, based upon complications due to environmental review, three or more resubmittals, applicant initiated project revisions, continued public hearings, additional publishing costs, and applicant delays, etc.

[b] For those projects involving multiple applications, the publishing costs will be reduced to a single charge when it is determined, and reasonably possible, that the public hearing applications can be processed together. For any user fee service request that is outside the scope, or for services for which there is no fee currently set, the City can charge the Division Hourly Rate.

[c] Re-inspection fees apply at the third re-inspection.



Cost of Service Analysis

Fire Prevention and Hazardous Materials Fees

City of Gilroy
 User and Regulatory Fee Study
 Allocation of Annual Labor Effort - Fire Prevention

Position	Hourly	FTE	Yearly	Total Hours Per FTE	Less: Holiday & Leave	Productive Hours Per FTE	Total Productive Hours	Notes
Fire Marshal (Non-Safety)	\$92	0.60	\$114,431	2,080	216	1,864	1,118	[a],[b]
Senior Hazardous Materials Inspector	\$78	0.35	\$57,119	2,080	216	1,864	652	[a],[b]
Hazardous Materials Inspector	\$64	1.00	\$133,748	2,080	216	1,864	1,864	[a],[b]
Total		1.95	\$305,298				3,635	

Contract Services

Description	Total	Est Hrly Cost	Total Hours	Notes
Annual Contract Services	\$105,000	\$135	778	[c]

Total	Total	Notes
In-House	3,635	
Contract	778	
Total	4,413	

Allocation of Hours	Share	Total	Notes
Indirect	20%	883	[b]
Direct	80%	3,530	[b]
Total	100%	4,413	

[a] Source: FY 26/27 authorized positions.

[b] Direct/Indirect hours are intended to serve as reasonable estimates. Amounts will vary from year-to-year depending on activity, projects, and City Council priorities.

[c] Amounts intended to serve as reasonable estimates of market rates for contract service providers.

Operating Expenses [a]

Fund No	Fund Desc	Div	Div No	Acct No	Acct Desc	Total	Adjust	Total	Note
100	General Fund	4040	Fire Prevention	50110	SALARIES	\$289,115	\$0	\$289,115	
100	General Fund	4040	Fire Prevention	50205	WORKERS COMP	\$2,328	\$0	\$2,328	
100	General Fund	4040	Fire Prevention	50210	RETIREMENT (FULL TIME)	\$31,224	\$0	\$31,224	
100	General Fund	4040	Fire Prevention	50212	DEFERRED COMPENSATION	\$702	\$0	\$702	
100	General Fund	4040	Fire Prevention	50213	UAL RETIREMENT	\$55,222	\$0	\$55,222	
100	General Fund	4040	Fire Prevention	50220	MEDICARE	\$4,192	\$0	\$4,192	
100	General Fund	4040	Fire Prevention	50225	HEALTH INSURANCE BENEFITS	\$40,999	\$0	\$40,999	
100	General Fund	4040	Fire Prevention	50230	LIFE INSURANCE BENEFITS	\$392	\$0	\$392	
100	General Fund	4040	Fire Prevention	50235	EMPLOYEE ASSISTANCE PROG	\$386	\$0	\$386	
100	General Fund	4040	Fire Prevention	50255	MISC DISABILITY INSURANCE	\$467	\$0	\$467	
100	General Fund	4040	Fire Prevention	50270	CONTRA PERSONNEL EXPENSE	(\$34,423)	\$0	(\$34,423)	
100	General Fund	4040	Fire Prevention	50310	APPAREL, BOOTS, PPE	\$660	\$0	\$660	
100	General Fund	4040	Fire Prevention	51110	EMPLOYEE TRAINING	\$6,100	\$0	\$6,100	
100	General Fund	4040	Fire Prevention	51120	EMPLOYEE TRAVEL, FOOD, LODGE	\$6,200	\$0	\$6,200	
100	General Fund	4040	Fire Prevention	51420	TELECOMMUNICATIONS	\$3,210	\$0	\$3,210	
100	General Fund	4040	Fire Prevention	51510	PROFESSIONAL SUPPORT	\$2,520	\$0	\$2,520	
100	General Fund	4040	Fire Prevention	51610	ADVERTISING-PUBLICITY	\$4,220	\$0	\$4,220	
100	General Fund	4040	Fire Prevention	51630	CONTRACTUAL SERVICES	\$105,000	\$0	\$105,000	
100	General Fund	4040	Fire Prevention	52110	OFFICE/COMPUTER SUPPLIES	\$2,950	\$0	\$2,950	
100	General Fund	4040	Fire Prevention	52610	PROGRAM EXPENSES	\$1,200	\$0	\$1,200	
100	General Fund	4040	Fire Prevention	52620	NUISANCE ABATEMENT	\$1,400	\$0	\$1,400	
100	General Fund	4040	Fire Prevention	54140	FACILITY SERVICE CHARGE	\$28,952	\$0	\$28,952	
Total						\$553,016	\$0	\$553,016	

Allocation of Central Services

Description	Indirect Rate	Mod Op Exp	Total	Note
Citywide Overhead Rate	15%	\$553,016	\$82,952	[b]
Total			\$82,952	

Total Costs for Allocation

Description	Total	Note
Direct Costs	\$553,016	
Citywide Overhead Costs	\$82,952	
Department Administration	\$246,756	
Total	\$882,725	

Average Annual Revenues

Acct No	Acct Desc	FY 22/23 Actual	FY 23/24 Actual	Multi-Year Average	Note
41120	BUILDING PERMITS	\$88,768	\$106,767	\$97,767	[c]
41130	HMSO PERMITS	\$189,115	\$284,667	\$236,891	[c]
41140	UFC PERMITS	\$124,752	\$68,199	\$96,476	[c]
41150	OTHER LICENSES & PERMITS	\$72,465	\$115,616	\$94,041	[c]
45110	PLAN CHECK FEES	\$83,117	\$89,279	\$86,198	[c]
45115	INSPECTIONS AND ANALYSIS	\$113,670	\$181,565	\$147,617	[c]
47810	MISC REVENUES	\$38,172	\$32,331	\$35,251	[c]
Total		\$710,058	\$878,424	\$794,241	

Current Cost Recovery

Description	Total
Revenue	\$794,241
Expenditures	\$882,725
Cost Recovery Rate	90%
General Fund Amount	\$88,484

Calculation of Fully-Burdened Hourly Rate

Description	Total	Note
Costs	\$882,725	
Direct Hours	3,530	[d]
Fully-Burdened Hourly Rate	\$250	

[a] Source: FY 26/27 adopted expenditures (amended).

[b] Amount intended to serve as reasonable estimate (de minimis rate).

[c] Amounts are intended to serve as reasonable estimates. Amounts will vary from year to year depending on development activity.

[d] See separate worksheet.

Fee Description		Service Time	Hourly Rate	Cost of Svc	Current Fee	Current Est. Cost Recovery	Proposed Fee	Proposed Cost Recovery	Fee Change \$	Charge Basis	Note
Fire Prevention - Construction and Single Use											
1	Fire Prevention Plan Review										
	a) Up to 3 Rounds of Reviews	2.50	x	\$250 = \$625	\$588	94%	\$625	100%	\$37	Fixed Fee	
	b) Beyond 3 rounds, each resubmittal	1.00	x	\$250 = \$250	n/a - new		\$250	100%	n/a - new	Per Hour	
2	Fire Permit (Construction)				See Bldg Valuation Table		See Bldg Valuation Table		No Change	Fixed Fee	
3	Fire Prevention Expedited Plan Review				n/a - new	n/a - new	150% of Fire Plan Review Fee	100%	n/a - new	Fixed Fee	
4	Fire Prevention Re-Inspection										
	a) Base Fee (Up to 1.5 hours)	1.50	x	\$250 = \$375	varies	varies	\$375	100%	varies	Fixed Fee	[a]
	b) Each Additional Hour	1.00	x	\$250 = \$250	varies	varies	\$250	100%	varies	Per Hour	[a]
5	Fire Clearance Inspection										
	a) Up to 2 Hours	2.00	x	\$250 = \$500	\$410	82%	\$500	100%	\$90	Fixed Fee	
	b) Each Additional Hour	1.00	x	\$250 = \$250	n/a - new		\$250	100%	n/a - new	Per Hour	
6	Fire Clearance Consultation										
	a) Up to 2 Hours	2.00	x	\$250 = \$500	n/a - new	n/a - new	\$500	100%	n/a - new	Fixed Fee	
	b) Each Additional Hour	1.00	x	\$250 = \$250	n/a - new	n/a - new	\$250	100%	n/a - new	Per Hour	
7	Fire Sprinkler Permit	2.50	x	\$250 = \$625	varies	varies	\$625	100%	varies	Fixed Fee	
8	Fire Flow Per Hydrant	2.25	x	\$250 = \$563	\$503	89%	\$563	100%	\$60	Fixed Fee	
9	Fire Energy Storage System - ESS having capacities exceeding 20 KWh										
	a) Inspection	1.00	x	\$250 = \$250	\$151	60%	\$250	100%	\$100	Per Hour	
	b) Plan Review	1.00	x	\$250 = \$250	\$231	92%	\$250	100%	\$20	Per Hour	
	c) Consultant Fee and Contract Administration						Pass Through, Plus 15% Administrative Fee	100%	varies	Time & Materials	
10	Fire Alternate Materials and Methods Review, each type (Consultant)				Division Hourly Rate + Contractual Costs		Pass Through, Plus 15% Administrative Fee	100%	varies	Time & Materials	
11	Fire Alternate Materials and Methods Review, each type (Staff)										
	a) Application and Review	5.00	x	\$250 = \$1,250	\$326	26%	\$1,250	100%	\$924	Fixed Fee	
	b) Each Additional Review/Inspection	1.00	x	\$250 = \$250	n/a - new	n/a - new	\$250	100%	n/a - new	Per Hour	

	Fee Description	Service Time		Hourly Rate	=	Cost of Svc	Current Fee	Current Est. Cost Recovery	Proposed Fee	Proposed Cost Recovery	Fee Change \$	Charge Basis	Note
12	Special Event Plan Review												
	a) Up to 2 Hours	2.00	x	\$250	=	\$500	n/a - new	n/a - new	\$500	100%	n/a - new	Fixed Fee	
	b) Each Additional Hour	1.00	x	\$250	=	\$250	n/a - new	n/a - new	\$250	100%	n/a - new	Per Hour	
13	Special Event Inspection												
	a) Up to 2 Hours												
	i) During Regular Business Hours	2.00	x	\$250	=	\$500	\$426	85%	\$500	100%	\$74	Fixed Fee	
	ii) Outside of Regular Business Hours	2.00	x	\$300	=	\$600	\$426	71%	\$600	100%	\$174	Fixed Fee	
	b) Each Additional Hour												
	i) During Regular Business Hours	1.00	x	\$250	=	\$250	n/a - new	n/a - new	\$250	100%	n/a - new	Per Hour	
	ii) Outside of Regular Business Hours	1.00	x	\$300	=	\$300	n/a - new	n/a - new	\$300	100%	n/a - new	Per Hour	
14	Special Inspection												
	a) Application and Review	1.00	x	\$250	=	\$250	n/a - new	n/a - new	\$250	100%	n/a - new	Fixed Fee	
	b) Each Additional Review/Inspection	1.00	x	\$250	=	\$250	n/a - new	n/a - new	\$250	100%	n/a - new	Per Hour	
	c) Consultant Fee and Contract Administration								Pass Through, Plus 15% Administrative Fee		varies	Time & Materials	
	Fire Prevention - Operational (Annual)												
15	Fire Code Operational Permit	2.00	x	\$250	=	\$500	\$473	95%	\$500	100%	\$27	Fixed Fee	
16	Fire Operational Compliance Re-Inspection												
	a) Up to 1.5 Hours	1.50	x	\$250	=	\$375	varies	varies	\$375	100%	varies	Fixed Fee	
	b) Each Additional Hour	1.00	x	\$250	=	\$250	varies	varies	\$250	100%	varies	Per Hour	
17	State Fire Marshal Mandated Inspections - Apartments												
	a) 3-7 units	1.00	x	\$250	=	\$250	\$280	112%	\$250	100%	(\$30)	Per Parcel	
	b) 8-16 units	1.50	x	\$250	=	\$375	\$280	75%	\$375	100%	\$95	Per Parcel	
	c) 17-32 units	2.00	x	\$250	=	\$500	\$363	73%	\$500	100%	\$137	Per Parcel	
	d) 33-100 units	2.50	x	\$250	=	\$625	\$447	72%	\$625	100%	\$178	Per Parcel	
	e) 101-199 units	3.00	x	\$250	=	\$750	\$613	82%	\$750	100%	\$137	Per Parcel	
	f) 200 plus units	5.00	x	\$250	=	\$1,250	\$613	49%	\$1,250	100%	\$637	Per Parcel	
18	State Fire Marshal Mandated Inspection - Other Regulated Sites (Schools, Hotels/Motels, Licensed Care Facilities, Institutions)												
	a) Less than 10,000 sq. ft.	1.50	x	\$250	=	\$375	\$548	146%	\$375	100%	(\$173)	Per Parcel	
	b) 10,000 sq. ft. or greater	2.50	x	\$250	=	\$625	\$548	88%	\$625	100%	\$77	Per Parcel	

Fee Description		Service Time		Hourly Rate	=	Cost of Svc	Current Fee	Current Est. Cost Recovery	Proposed Fee	Proposed Cost Recovery	Fee Change \$	Charge Basis	Note
CUPA/Hazardous Materials - General Fees													
19	Spill Investigation, Response/Cleanup oversight	1.00	x	\$250	=	\$250	Division hourly rate	varies	\$250	100%	varies	Per Hour	
20	Facility Closure												
	a) Up to 2 Hours	2.00	x	\$250	=	\$500	\$491	98%	\$500	100%	\$9	Fixed Fee	
	b) Each Additional Hour	1.00	x	\$250	=	\$250	n/a - new	n/a - new	\$250	100%	n/a - new	Per Hour	
21	CUPA/Hazardous Materials - Construction												
	a) Hazardous Materials Plan Review (Construction)												
	i) Up to 2 Hours	2.00	x	\$250	=	\$500	\$751	150%	\$500	100%	(\$251)	Fixed Fee	
	ii) Each Additional Hour	1.00	x	\$250	=	\$250	n/a - new	n/a - new	\$250	100%	n/a - new	Per Hour	
	b) Hazardous Materials Inspection (Construction)												
	i) Up to 1 Hour	1.00	x	\$250	=	\$250	n/a - new	n/a - new	\$250	100%	n/a - new	Fixed Fee	
	ii) Each Additional Hour	1.00	x	\$250	=	\$250	n/a - new	n/a - new	\$250	100%	n/a - new	Per Hour	
22	Underground Storage Tank (UST) Installation												
	a) 1-3 tanks per site	25.00	x	\$250	=	\$6,250	\$3,663	59%	\$6,250	100%	\$2,587	Fixed Fee	
	b) Over 3 tanks, each												
	i) Up to 8 Hours	8.00	x	\$250	=	\$2,000	n/a - new	n/a - new	\$2,000	100%	n/a - new	Fixed Fee	
	ii) Each Additional Hour	1.00	x	\$250	=	\$250	n/a - new	n/a - new	\$250	100%	n/a - new	Per Hour	
23	UST Repair/Modification												
	a) Piping and tank system repair only												
	i) Up to 2.5 Hours	2.50	x	\$250	=	\$625	\$512	82%	\$625	100%	\$113	Fixed Fee	
	ii) Each Additional Hour	1.00	x	\$250	=	\$250	n/a - new	n/a - new	\$250	100%	n/a - new	Per Hour	
24	UST Closure and Removal												
	a) Removal, per tank - Up to 8 Hours	8.00	x	\$250	=	\$2,000	\$1,613	81%	\$2,000	100%	\$387	Fixed Fee	
	b) Each Additional Hour	1.00	x	\$250	=	\$250	n/a - new	n/a - new	\$250	100%	n/a - new	Per Hour	
25	UST Testing, per tank	2.00	x	\$250	=	\$500	\$292	58%	\$500	100%	\$208	Per Tank	
26	CUPA/Hazardous Materials Re-Inspection												
	a) Base Fee (Up to 1.5 hours)	1.50	x	\$250	=	\$375	varies	varies	\$375	100%	varies	Fixed Fee	[a]
	b) Each Additional Hour	1.00	x	\$250	=	\$250	varies	varies	\$250	100%	varies	Per Hour	[a]

Fee Description		Service Time	Hourly Rate	Cost of Svc	Current Fee	Current Est. Cost Recovery	Proposed Fee	Proposed Cost Recovery	Fee Change \$	Charge Basis	Note
27	CUPA/Hazardous Materials Operational Permits (Annual)										
	Hazmat/CUPA Compliance Re-Inspection (Operational)										
	a) Up to 1.5 Hours	1.50	x	\$250 = \$375	varies	varies	\$375	100%	varies	Fixed Fee	
	b) Each Additional Hour	1.00	x	\$250 = \$250	varies	varies	\$250	100%	varies	Per Hour	
28	Hazardous Materials Storage Ordinance No. 98-10 (HMSO) Annual Permit										
	a) HMSO1/HMORT Retail Only (limited substances; only one chemical)	1.25	x	\$250 = \$313	\$288	92%	\$313	100%	\$25	Fixed Fee	
	b) HMSO2 (threshold limits: up to 5,000 lbs, solids; 55-550 gal, liquids; 200-2,000 cu. ft. at STP for compressed gas)	1.75	x	\$250 = \$438	\$421	96%	\$438	100%	\$17	Fixed Fee	
	c) HMSO3 (threshold limits: 5,001-25,000 lbs, solids; 551-2,750 gal, liquids; 2,001-10,000 cu. ft. at STP for compressed gas)	2.75	x	\$250 = \$688	\$686	100%	\$688	100%	\$2	Fixed Fee	
	d) HMSO4 (threshold limits: 25,001-50,000 lbs, solids; 2,751-5,500 gal, liquids; 10,000-20,000 cu. ft. at STP for compressed gas)	3.75	x	\$250 = \$938	\$883	94%	\$938	100%	\$55	Fixed Fee	
	e) HMSO5 (threshold limits: > 50,000 lbs, solids; > 5,500 gal, liquids; > 20,000 cu. ft. at STP for compressed gas)	4.25	x	\$250 = \$1,063	\$1,016	96%	\$1,063	100%	\$47	Fixed Fee	
29	Hazardous Waste Generator (HWG) Annual Permit										
	a) HWG0-Retail/Episodic (less than 100 kg/month)	1.25	x	\$250 = \$313	\$263	84%	\$313	100%	\$50	Fixed Fee	
	b) HWG1 (less than 2.5 tons/year)	1.25	x	\$250 = \$313	\$288	92%	\$313	100%	\$25	Fixed Fee	
	c) HWG2 (greater than 2.5 to less than 5 tons/year)	1.50	x	\$250 = \$375	\$353	94%	\$375	100%	\$22	Fixed Fee	
	d) HWG3 (greater than 5 to less than 25 tons/year)	2.25	x	\$250 = \$563	\$553	98%	\$563	100%	\$10	Fixed Fee	
	e) HWG4 (greater than 25 to less than 50 tons/year)	3.25	x	\$250 = \$813	\$751	92%	\$813	100%	\$62	Fixed Fee	
	f) HWG5 (greater than 50 to less than 250 tons/year)	4.00	x	\$250 = \$1,000	\$951	95%	\$1,000	100%	\$49	Fixed Fee	
	g) HWG6 (greater than 250 to less than 500 tons/year)	4.50	x	\$250 = \$1,125	\$1,149	102%	\$1,125	100%	(\$24)	Fixed Fee	
	h) HWG7 (greater than 500 to less than 1,000 tons/year)	5.50	x	\$250 = \$1,375	\$1,348	98%	\$1,375	100%	\$27	Fixed Fee	
	i) HWG8 (greater than 1,000 to less than 2,000 tons/year)	6.25	x	\$250 = \$1,563	\$1,547	99%	\$1,563	100%	\$16	Fixed Fee	
30	Hazardous Waste Conditional Exempt (CE) Annual Tiered Permit	1.75	x	\$250 = \$438	\$421	96%	\$438	100%	\$17	Fixed Fee	
31	Hazardous Waste Conditional Authorization (CA) Annual Tiered Permit	3.00	x	\$250 = \$750	\$686	91%	\$750	100%	\$64	Fixed Fee	
32	Hazardous Waste Annual Tiered Permit by Rule (PBR)	5.50	x	\$250 = \$1,375	\$1,348	98%	\$1,375	100%	\$27	Fixed Fee, Plus Recording Fees	
33	California Accidental Release Prevention Program (CAL-ARP Facility) Annual Permit	5.00	x	\$250 = \$1,250	\$686	55%	\$1,250	100%	\$564	Fixed Fee, Includes 5-year Audit	
34	CAL-ARP Facility Audit Fee for New Facilities										
	a) Staff Audit	17.75	x	\$250 = \$4,438	\$2,774	63%	\$4,438	100%	\$1,664	Fixed Fee	
	b) Consultant Audit						Pass Through, Plus 15% Administrative Fee			Time & Materials	

	Fee Description	Service Time		Hourly Rate	=	Cost of Svc	Current Fee	Current Est. Cost Recovery	Proposed Fee	Proposed Cost Recovery	Fee Change \$	Charge Basis	Note
35	Above Ground Hazardous Materials Petroleum Storage Site Annual Permit												
	a) Tier 1 (no containers greater than 5,000 gallons and aggregate not more than 10,000 gallons)	1.75	x	\$250	=	\$438	\$421	96%	\$438	100%	\$17	Fixed Fee	
	b) Tier 2 (Containers greater than 5,000 gallons and no more than 10, 000 gallons. Cannot have an aggregate total storage of more than 10,000 gallons.)	2.00	x	\$250	=	\$500	\$486	97%	\$500	100%	\$14	Fixed Fee	
	c) Non-qualifying Facility (Containers greater than 10,000 gallons)	2.50	x	\$250	=	\$625	\$553	88%	\$625	100%	\$72	Fixed Fee	
36	Underground Storage Tank (UST) Annual Operating Permit												
	a) 1-3 tanks per site	5.25	x	\$250	=	\$1,313	\$1,296	99%	\$1,313	100%	\$17	Fixed Fee	
	b) 4 or more tanks per site, per tank	3.00	x	\$250	=	\$750	\$1,487	198%	\$750	100%	(\$737)	Fixed Fee	
37	UST Compliance Re-inspection (Operational)	2.25	x	\$250	=	\$563	\$514	91%	\$563	100%	\$49	Fixed Fee	
	Fire Prevention and Hazardous Materials Miscellaneous Fees												
38	Fire Prevention/Hazardous Materials Technology Fee						modified structure	varies	5%		varies	% of Permit and Plan Review Fees	
39	Late Fee	1.00	x	\$250	=	\$250	\$343	137%	\$250	100%	(\$93)	Fixed Fee	
40	Fire Prevention and/or CUPA/Hazmat Inventory and Equipment Review												
	a) Up to 2 Hours	2.00	x	\$250	=	\$500	\$349	70%	\$500	100%	\$151	Fixed Fee	
	b) Each Additional Hour	1.00	x	\$250	=	\$250	n/a - new	n/a - new	\$250	100%	n/a - new	Per Hour	
41	Flammable/Combustible Materials Above-Ground Storage Tank (over 10,000 gallons) and new technological hazards	8.50	x	\$250	=	\$2,125	\$2,097	99%	\$2,125	100%	\$28	Per Address	
	Fireworks Fees												
42	Fireworks Fire Engine Standby												
	a) During Normal Business Hours						\$1,901	varies	Dept Divisional Hourly Rate(s)	100%	varies	Per Hour	
	b) Outside of Normal Business Hours						varies	varies	OT Dept Divisional Hourly Rate(s)	100%	varies	Per Hour	
43	Fireworks Public Display Inspection Permit (includes inspection and Fire Code Operational Permit)	4.00	x	\$250	=	\$1,000	\$615	62%	\$1,000	100%	\$385	Fixed Fee	
44	Fireworks - Retail Sales, per booth	3.50	x	\$250	=	\$875	\$830	95%	\$875	100%	\$45	Fixed Fee	
45	Fireworks Vendor Storage Permit (includes Fire Code Operational Permit)	7.50	x	\$250	=	\$1,875	n/a - new	n/a - new	\$1,875	100%	n/a - new	Fixed Fee	

Fee Description		Service Time	Hourly Rate	Cost of Svc	Current Fee	Current Est. Cost Recovery	Proposed Fee	Proposed Cost Recovery	Fee Change \$	Charge Basis	Note	
CUPA State Surcharge Fees												
46	Above Ground Petroleum Storage Act (APSA) State Surcharge				\$26		\$26		No Change	State Fee	[b]	
47	Certified Unified Program Agency (CUPA) State Surcharge				\$94		\$79		(\$15)	State Fee	[b]	
48	Underground Storage Tanks (UST) State Surcharge				\$20 Per Tank		\$20 Per Tank		No Change	State Fee	[b]	
49	California Accidental Release Prevention (CalARP) State Surcharge				\$370 Per Regulated Business		\$370 Per Regulated Business		No Change	State Fee	[b]	
Fire Prevention Division Hourly Rate												
50	Fire Prevention Division Standard Hourly Billing Rate and Hourly Rate for Services Not Identified in this Schedule	1.00	x	\$250	=	\$250	\$170	68%	\$250	100%	\$80	Per Hour

[a] Re-inspection fees apply at the third re-inspection.

[b] Fee is intended to mirror amounts established by the State of California. In the case of discrepancies, fees established by the State of California shall supersede amounts shown in this schedule.



Cost of Service Analysis

Code Enforcement Fees

City of Gilroy
User and Regulatory Fee Study
Allocation of Annual Labor Effort - Code Enforcement Division

Position	Hourly	FTE	Yearly	Total Hours Per FTE	Less: Holiday & Leave	Productive Hours Per FTE	Productive Hours	Notes
Supervising Code Enforcement Officer	\$74	1.00	\$153,810	2,080	216	1,864	1,864	[a],[b]
Code Enforcement Officer	\$64	4.00	\$534,992	2,080	216	1,864	7,456	[a],[b]
Total		5.00	\$688,802				9,320	

Allocation of Hours	Share	Total	Notes
Indirect	30%	2,796	[b]
Direct	70%	6,524	[b]
Total	100%	9,320	

[a] Source: FY 26/27 authorized positions.

[b] Direct/Indirect hours are intended to serve as reasonable estimates. Amounts will vary from year-to-year depending on activity, projects, and City Council priorities.

[c] Amounts intended to serve as reasonable estimates of market rates for contract service providers.

Operating Expenses [a]

Fund No	Fund Desc	Div	Div No	Acct No	Acct Desc	Total	Adjust	Total	Note
100	General Fund	4035	Code Enforcem't	50110	SALARIES	\$412,666	\$0	\$412,666	
100	General Fund	4035	Code Enforcem't	50205	WORKERS COMP	\$6,114	\$0	\$6,114	
100	General Fund	4035	Code Enforcem't	50210	RETIREMENT (FULL TIME)	\$44,568	\$0	\$44,568	
100	General Fund	4035	Code Enforcem't	50212	DEFERRED COMPENSATION	\$720	\$0	\$720	
100	General Fund	4035	Code Enforcem't	50213	UAL RETIREMENT	\$78,821	\$0	\$78,821	
100	General Fund	4035	Code Enforcem't	50220	MEDICARE	\$5,984	\$0	\$5,984	
100	General Fund	4035	Code Enforcem't	50225	HEALTH INSURANCE BENEFITS	\$70,635	\$0	\$70,635	
100	General Fund	4035	Code Enforcem't	50230	LIFE INSURANCE BENEFITS	\$461	\$0	\$461	
100	General Fund	4035	Code Enforcem't	50235	EMPLOYEE ASSISTANCE PROG	\$594	\$0	\$594	
100	General Fund	4035	Code Enforcem't	50255	MISC DISABILITY INSURANCE	\$616	\$0	\$616	
100	General Fund	4035	Code Enforcem't	50270	CONTRA	(\$50,271)	\$0	(\$50,271)	
100	General Fund	4035	Code Enforcem't	50310	APPAREL, BOOTS, PPE	\$1,800	\$0	\$1,800	
100	General Fund	4035	Code Enforcem't	51110	EMPLOYEE TRAINING	\$600	\$0	\$600	
100	General Fund	4035	Code Enforcem't	51120	EMPLOYEE TRAVEL, FOOD, LODGE	\$1,800	\$0	\$1,800	
100	General Fund	4035	Code Enforcem't	51420	TELECOMMUNICATIONS	\$2,961	\$0	\$2,961	
100	General Fund	4035	Code Enforcem't	51510	PROFESSIONAL SUPPORT	\$690	\$0	\$690	
100	General Fund	4035	Code Enforcem't	51610	ADVERTISING-PUBLICITY	\$1,200	\$0	\$1,200	
100	General Fund	4035	Code Enforcem't	52110	OFFICE/COMPUTER SUPPLIES	\$200	\$0	\$200	
100	General Fund	4035	Code Enforcem't	52610	PROGRAM EXPENSES	\$1,500	\$0	\$1,500	
100	General Fund	4035	Code Enforcem't	52620	NUISANCE ABATEMENT	\$15,000	\$0	\$15,000	
100	General Fund	4035	Code Enforcem't	54140	FACILITY SERVICE CHARGE	\$44,541	\$0	\$44,541	
Total						\$641,200	\$0	\$641,200	

Allocation of Central Services

Description	Indirect Rate	Mod Op Exp	Total	Note
Citywide Overhead Rate	15%	\$641,200	\$96,180	[b]
Total			\$96,180	

Total Costs for Allocation

Description	Total	Note
Direct Costs	\$641,200	
Citywide Overhead Costs	\$96,180	
Department Administration	\$61,689	
Total	\$799,069	

Calculation of Fully-Burdened Hourly Rate

Description	Total	Note
Costs	\$799,069	
Direct Hours	3,530	[d]
Fully-Burdened Hourly Rate	\$226	

[a] Source: FY 26/27 adopted expenditures (amended).

[b] Amount intended to serve as reasonable estimate (de minimis rate).

[c] Amounts are intended to serve as reasonable estimates. Amounts will vary from year to year depending on development activity.

[d] See separate worksheet.

Fee Description	Service Time		Hourly Rate		Cost of Service	Current Fee	Current Est. Cost Recovery	Proposed Fee	Proposed Cost Recovery	Fee Change \$	Unit	Note
1 Code Enforcement Plan Review	1.00	x	\$226	=	\$226	\$98	43%	\$226	100%	\$128	Per Hour, Minimum 2 Hours	
2 Code Re-inspection Fee	1.00	x	\$226	=	\$226	\$98	43%	\$226	100%	\$128	Per Hour	
3 Sidewalk Vending permit application						\$944		\$944		No Change	Fixed Fee	
4 Sidewalk Vending permit renewal (annual)						\$223		\$223		No Change	Fixed Fee	
5 Code Enforcement Investigation	1.00	x	\$226	=	\$226	Varies	Varies	\$226	100%	Varies	Per Hour, Minimum 2 Hours	
6 Notice Recordation or Expungement Fee	1.00	x	\$226	=	\$226	Varies	Varies	\$226	100%	Varies	Per Hour, Minimum 2.5 Hours	
7 Code Enforcement Bond Application	2.00	x	\$226	=	\$452	Varies	Varies	\$452	100%	Varies		
8 Code Enforcement Bond						Amount is determined by the extent and estimated cost of correcting Building Code violations		Amount is determined by the extent and estimated cost of correcting Building Code violations				
9 Abatement	1.00	x	\$226	=	\$226	n/a - new		\$226	100%	n/a - new	Per Hour	
10 Code Enforcement Division Standard Hourly Billing Rate and Hourly Rate for Services Not Identified in this Schedule	1.00	x	\$226	=	\$226	n/a - new		\$226	100%	n/a - new	Per Hour	



Cost of Service Analysis

Housing Fees

City of Gilroy
 User and Regulatory Fee Study
 Allocation of Annual Labor Effort - Housing Division

Position	Hourly	FTE	Yearly	Total Hours Per FTE	Less: Holiday & Leave	Productive Hours Per FTE	Productive Hours	Notes
HOUSING & COMMUNITY SERVICES MANAGER	\$92	1.00	\$190,719	2,080	216	1,864	1,864	[a],[b]
HOUSING & COMMUNITY SERVICES COORDINATOR	\$64	1.00	\$133,748	2,080	216	1,864	1,864	[a],[b]
Total		2.00	\$324,467				3,728	

Allocation of Hours	Share	Total	Notes
Indirect	30%	1,118	[b]
Direct	70%	2,610	[b]
Total	100%	3,728	

[a] Source: FY 26/27 authorized positions.

[b] Direct/Indirect hours are intended to serve as reasonable estimates. Amounts will vary from year-to-year depending on activity, projects, and City Council priorities.

[c] Amounts intended to serve as reasonable estimates of market rates for contract service providers.

DRAFT

Operating Expenses [a]

Fund No	Fund Desc	Div	Div No	Acct No	Acct Desc	Total	Adjust	Total	Note
100	General Fund	4070	Housing	50110	SALARIES	\$275,557	\$0	\$275,557	
100	General Fund	4070	Housing	50205	WORKERS COMP	\$954	\$0	\$954	
100	General Fund	4070	Housing	50210	RETIREMENT (FULL TIME)	\$29,760	\$0	\$29,760	
100	General Fund	4070	Housing	50212	DEFERRED COMPENSATION	\$720	\$0	\$720	
100	General Fund	4070	Housing	50213	UAL RETIREMENT	\$52,632	\$0	\$52,632	
100	General Fund	4070	Housing	50220	MEDICARE	\$3,996	\$0	\$3,996	
100	General Fund	4070	Housing	50225	HEALTH INSURANCE BENEFITS	\$21,405	\$0	\$21,405	
100	General Fund	4070	Housing	50230	LIFE INSURANCE BENEFITS	\$404	\$0	\$404	
100	General Fund	4070	Housing	50235	EMPLOYEE ASSISTANCE PROG	\$396	\$0	\$396	
100	General Fund	4070	Housing	50255	MISC DISABILITY INSURANCE	\$521	\$0	\$521	
100	General Fund	4070	Housing	50270	CONTRA	(\$31,063)	\$0	(\$31,063)	
100	General Fund	4070	Housing	51110	EMPLOYEE TRAINING	\$1,500	\$0	\$1,500	
100	General Fund	4070	Housing	51120	EMPLOYEE TRAVEL, FOOD, LODGE	\$1,200	\$0	\$1,200	
100	General Fund	4070	Housing	51420	TELECOMMUNICATIONS	\$693	\$0	\$693	
100	General Fund	4070	Housing	51510	PROFESSIONAL SUPPORT	\$1,050	(\$1,050)	\$0	
100	General Fund	4070	Housing	51630	CONTRACTUAL SERVICES	\$13,500	(\$13,500)	\$0	
100	General Fund	4070	Housing	52610	PROGRAM EXPENSES	\$250	(\$250)	\$0	
100	General Fund	4070	Housing	54140	FACILITY SERVICE CHARGE	\$29,694	\$0	\$29,694	
Total						\$403,169	(\$14,800)	\$388,369	

Allocation of Central Services

Description	Indirect Rate	Mod Op Exp	Total	Note
Citywide Overhead Rate	15%	\$388,369	\$58,255	[b]
Total			\$58,255	

Total Costs for Allocation

Description	Total	Note
Direct Costs	\$403,169	
Citywide Overhead Costs	\$58,255	
Department Administration	\$61,689	[c]
Total	\$523,114	

Calculation of Fully-Burdened Hourly Rate

Description	Total	Note
Costs	\$523,114	
Direct Hours	2,610	[c]
Fully-Burdened Hourly Rate	\$200	

[a] Source: FY 26/27 adopted expenditures (amended).

[b] Amount intended to serve as reasonable estimate (de minimis rate).

[c] See separate worksheet.

Fee Description	Service Time	Hourly Rate	Cost of Service	Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Fee Change \$	Unit	Note
1 Mobile Home Rent Review										
a) Tenants (i + ii)										
i) Base Fee	2.50	x \$200	= \$500	\$5,514		\$500	100%	Varies	Fixed Fee	
ii) Initial Deposit						\$2,500	100%	Varies	Deposit	
b) Landlord (i + ii)										
i) Base Fee	2.50	x \$200	= \$500	\$5,514		\$500	100%	Varies	Fixed Fee	[a]
ii) Initial Deposit						\$2,500	100%	Varies	Deposit	[a]
2 Housing Project Review	25.00	x \$200	= \$5,000	\$3,583	72%	\$5,000	100%	\$1,417	Fixed Fee, Plus Attorney Fees	
3 Housing Related Agreement	50.00	x \$200	= \$10,000	\$6,672	67%	\$10,000	100%	\$3,328	Minimum Fee, Plus Attorney Fees	
4 Loan Demand Payoff Fee	1.00	x \$200	= \$200	n/a - new		\$200	100%	n/a - new	Per Hour, Minimum 2 Hours	
5 Loan Underwriting	1.00	x \$200	= \$200	n/a - new		\$200	100%	n/a - new	Fixed Fee, Plus Attorney Fees	
6 Loan Processing	3.00	x \$200	= \$600	n/a - new		\$600	100%	n/a - new	Fixed Fee, Plus Attorney Fees	
7 Loan Subordination Request Review	1.00	x \$200	= \$200	n/a - new		\$200	100%	n/a - new	Per Hour, Minimum 2 Hours, Plus Attorney Fees	
8 Housing Division Standard Hourly Billing Rate and Hourly Rate for Services Not Identified in this Schedule	1.00	x \$200	= \$200	n/a - new		\$200	100%	n/a - new	Per Hour	

[a] Landlord is required to pay fee when the tenants have paid per Arbitration Fee Code 14A.9.



Cost of Service Analysis

***Business License Fees for Specialized Licenses
Requiring Community Development Department Review***

Fee Description		Fire Service Time	Building Service Time	Planning Service Time		Fire Hourly Rate	Building Hourly Rate	Planning Hourly Rate		Cost of Service		Base City Fee		Total Cost of Service	Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Fee Change \$	Unit	Note
1	Business Licenses - New/moved/change in location or ownership																				
	a) Commercial/Industrial - Fire Inspection Required	1.50	0.00	0.00	x	\$250	\$204	\$223	=	\$375	+	\$201	=	\$576	\$481	84%	\$576	100%	\$95	Fixed Fee	[a]
	b) Commercial/Industrial - Building Inspection Required	0.00	1.50	0.00	x	\$250	\$204	\$223	=	\$306	+	\$201	=	\$507	\$497	98%	\$507	100%	\$10	Fixed Fee	[a]
	c) Pretreatment Inspection Required	0.50	0.00	0.00	x	\$250	\$204	\$223	=	\$125	+	\$0	=	\$125	\$26	21%	\$125	100%	\$99	Fixed Fee	[a]

[a] Subject to other standard fees - see business license fees.



City of Gilroy

STAFF REPORT

Agenda Item Title: Update on Homeless Encampment at Sixth Street and Camino Arroyo Drive

Meeting Date: September 14, 2026
 From: Matt Morley, City Administrator
 Department: Administration
 Submitted by: Matt Morley, City Administrator
 Prepared by: Matt Morley, City Administrator

STRATEGIC PLAN GOALS: Promote Safe and Affordable Housing for All

RECOMMENDATION

Receive an update on the homeless encampment at Sixth Street and Camino Arroyo Drive and provide input on next steps to staff.

EXECUTIVE SUMMARY

Since Council last addressed this encampment in May 2026 with direction to allow it to continue self-managing, conditions have deteriorated, including the physical condition of the property and reported impacts to adjacent properties. Staff is returning to Council to present options ranging from discontinuing the encampment to a supervised cleanup-and-reset, and seeks direction, noting the Mayor's Ad Hoc Committee on Homelessness will bring its own recommendations in October that may inform the path forward.

BACKGROUND

At the February 9, 2026 City Council meeting, the Council discussed and heard public testimony with respect to the encampment on city-owned property near Sixth Street and Camino Arroyo Drive. On a vote of 5-2, the Council directed a 90-day suspension to encampment enforcement for this location. Staff has continued to monitor and provide services, including Quality of Life officer visits, portable toilet service, and trash service. Volunteer agencies have supported the site with other services, including food and

connections to social services.

The Council discussed the encampment again at the May 4, 2026 City Council meeting, just ahead of the planned abatement of the encampment. At that meeting the Council provided direction to continue allowing the encampment barring issues at the site, with the expectation that services would continue and the encampment would self-manage to ensure the burden on the community did not grow.

ANALYSIS

This item is before the Council due to changing circumstances at the site. The encampment had maintained a period of stability and somewhat resilient self-management. Most recently, staff has noted an increased accumulation of materials brought in by the homeless. The accumulation has become significant and is very visible from surrounding properties and from the sidewalk. Tents and canopies in the camp have become more expansive, making counting individuals difficult. Staff estimates that 25-30 individuals may be residing at this location.

Recent complaints have also come to light, including concerns from PG&E regarding fence cuts and graffiti on their nearby property and reports that Costco has experienced impacts from homeless presence. In addition, expectations that the camp would keep surrounding properties clean have not been met. Shopping carts are evident along the creek bank and trash has accumulated along the sidewalk and in the parcel immediately adjacent.

The City continues to partner with PitStop Outreach in providing portable toilets for the site and City staff recently provided a large dumpster with the expectation that the site would utilize that to reduce the buildup of materials. This effort is ongoing.

The site specifically has not had calls for service from police or fire, with just a few calls adjacent. Anecdotally, adjacent calls may be tangentially related, but with nothing documented that confirms this. Quality of Life officers visit the site several times a week to check on the status and also report deteriorating conditions and a continued growth in the size of tents.

As is typical with encampments, materials accumulate and build up. Perhaps the homeless intend on utilizing the materials they are gathering or perhaps there is an element of hoarding that occurs. Without active management, this will continue to challenge encampments, whether they are single individuals or larger groups. The hope that the encampment would self-manage has not come to fruition.

With respect to this encampment, there are a number of options, two of which include the following:

Discontinue the encampment - The City could provide notice and discontinue the

encampment at this location. This would result in the dispersing of those at the camp and a cleanup to restore the site. The homeless would disperse to other locations, probably in less of a congregate scenario. City staff would in turn need to manage those smaller or individual encampments on an ongoing basis. History has shown that these encampments move from place to place as City staff moves them along, without a long-term solution. This does not solve for the problem, but rather shifts it to numerous smaller locations and increased ongoing complaints and workload.

Conduct a cleanup and reset - The City could clear the homeless from the encampment and conduct a cleanup, resetting the condition of the parcel. With the cleanup, the City could allow the encampment to re-form. From a City labor perspective, having the homeless in one location moderates the number of complaints, centralizes cleanup efforts, and eliminates the need to continually relocate individuals. This also provides a centralized location for service providers to locate individuals, facilitating the provision of assistance.

Provide increased pressure for camp maintenance - Working with community partners, City staff could attempt to increase pressure on the camp residents to maintain the site. This could include personal noticing to reduce the size of tents, hoarded material, adjacent site cleanup, etc. This work would fall to Quality of Life officers in some limited capacity and to community partners. In this and other encampments in Gilroy, there has not been a successful model of this working and Gilroy does not have dedicated staff resources to provide the oversight to attempt this. Even with resources, the likelihood of success is suspect as there is no real method to escalate so as to require compliance.

At the April 20, 2026, City Council meeting, the Council established the Mayor's Ad Hoc Committee on Homelessness. This committee has been meeting regularly and is headed towards its final meeting on September 15. Following that meeting, staff will bring the ad hoc recommendations to the City Council for review and discussion, likely in October. The timing of the ad hoc work may play into the decision-making process for the encampment along 6th Street.

ALTERNATIVES

Several alternatives are provided in the analysis section of this report.

FISCAL IMPACT/FUNDING SOURCE

Costs associated with this site are included in the General Fund operating budget.

PUBLIC OUTREACH

This item is posted on the City website with the agenda.

NEXT STEPS

City staff will continue management and oversight of the encampment and will adjust based on Council direction.

Attachments:

None



City of Gilroy

STAFF REPORT

Agenda Item Title: Consider Adopting an Urgency Interim Ordinance Imposing a Temporary Moratorium on the Acceptance, Processing, and Approval of Applications and Entitlements for New Data Center Facilities Citywide, for a Period Not to Exceed 45 Days

Meeting Date: September 14, 2026
From: Matt Morley, City Administrator
Department: Administration
Submitted by: Matt Morley, City Administrator
Prepared by: Matt Morley, City Administrator

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

1. Determine the action of adopting the Urgency Interim Ordinance is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines;
2. Adopt an Urgency Interim Ordinance imposing a temporary moratorium, citywide, on the acceptance, processing, and approval of applications and entitlements for new Data Center facilities, for a period not to exceed 45 days, pursuant to California Government Code Section 65858; and
3. Make findings, as incorporated in the ordinance, that adoption of the ordinance is necessary for the immediate preservation of the public health, safety, and welfare of the City and its residents.

EXECUTIVE SUMMARY

The City is home to an existing, large-scale Data Center operated by Amazon Web Services, Inc., approved administratively in 2025, and has since received a pre-application for a second, expanded Data Center facility elsewhere in the City. The Gilroy City Code does not define “Data Center” as a distinct land use or contain

development standards addressing its unique impacts, historically allowing such facilities to be approved administratively without a public hearing. On August 17, 2026, the City Council received extensive public testimony on this issue and directed staff to bring back objective design standards for commercial and industrial development, including Data Centers. Staff recommends that the City Council adopt an urgency interim ordinance under Government Code Section 65858 imposing a temporary, citywide, 45-day moratorium on the acceptance, processing, and approval of any new application or entitlement for new Data Center facilities, to provide the time needed to study and adopt Data Center-specific zoning and development standards. The moratorium would not affect the already-approved Data Center facility.

BACKGROUND

The Gilroy City Code does not currently define “Data Center” as a distinct land use and contains no zoning, development, or operational standards addressing the unique impacts of Data Centers, including electrical grid capacity and demand, water consumption and cooling technology, backup generator emissions and noise, aesthetics and screening, truck traffic, and decommissioning. Amazon Web Services (AWS) submitted Architectural and Site Review Permit Application No. AS 20-23 for a Data Center project at 8050 Camino Arroyo (APN 841-69-044), a 56-acre site in the City’s M2 (General Industrial) zoning district. Because the Gilroy City Code does not classify “Data Center” as a distinct land use, and Table 30.23.10(c) of the Gilroy City Code permits Data Centers only under the generic “Data Processing Establishments” use classification, the application did not require a public hearing before the Planning Commission or City Council; the Community Development Director, on behalf of the City, approved the project administratively through the Architectural and Site Review process on July 3, 2025, as has been the process in accordance with the City Code in Gilroy.

Part of that approval included the certification of the Final Environmental Impact Report (EIR) (State Clearinghouse No. 2022110127) pursuant to CEQA Guidelines Section 15090 and adopted CEQA Findings and a Statement of Overriding Considerations pursuant to CEQA Guidelines Sections 15091 and 15093. The certified Final EIR found that, even after mitigation, the project would result in two significant and unavoidable impacts: (i) conversion of Prime Farmland and Farmland of Statewide Importance to non-agricultural use (Impact AG-1), and (ii) vehicle miles traveled in excess of the significance threshold under CEQA Guidelines Section 15064.3 (Impact TRA-1). At full two-building build-out, the AWS Facility currently under construction involves up to 49 megawatts of electrical demand per building — up to 98 megawatts combined — backed in part by twenty-five 2.5-megawatt and one 600-kilowatt diesel backup generators for the first building alone, and water demand of up to approximately 7.49 million gallons (23 acre-feet) per year.

The City has since received a pre-application from AWS for a second, Data Center facility (the “Proposed AWS Project”), anticipated to be located at or near the

intersection of Highway 152 and Camino Arroyo. Although the City has not yet received or begun processing a formal application, staff anticipate one will be submitted within a reasonable time, and that additional Data Center applications from other operators may follow given increasing regional and statewide demand for Data Center facilities.

On August 17, 2026, the City Council held a duly noticed public hearing on the Introduction and First Reading of an ordinance amending Chapter 30 (Zoning), Article L (Planning Department Applications) of the Gilroy City Code relating to the Architectural and Site Review permit process, to enhance public outreach (Agenda Item 8.1). The Council received extensive public testimony, both in favor of and in opposition to the AWS Facility currently under construction, and directed staff to bring back objective design standards for commercial and industrial projects — including Data Centers — that address community needs, economic development, energy use, environmental impacts, public health, and neighborhood quality of life (the “Objective Design Standards Direction”). That ordinance is scheduled for second reading at the same September 14, 2026 meeting as this urgency ordinance; even once effective, it does not add a public hearing or any Data Center-specific standard to the Architectural and Site Review process.

ANALYSIS

California Government Code Section 65858 authorizes the City Council to adopt, as an urgency measure, an interim ordinance prohibiting uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the City is considering, studying, or intends to study within a reasonable time. Subdivision (c) further requires that the ordinance contain findings that there is a current and immediate threat to the public health, safety, or welfare, and that approval of the entitlements at issue would result in that threat.

Consistent with the Objective Design Standards Direction, staff recommend that the Community Development Department and Planning Commission be directed to study and prepare recommended amendments to the Gilroy City Code that would (i) define “Data Center” as a distinct land use and establish zoning, siting, development, and operational standards for Data Centers, and (ii) implement the Objective Design Standards Direction for commercial and industrial projects generally (collectively, the “Contemplated Zoning Proposal”). Absent a temporary moratorium, the City may be required to accept, process, and approve applications for new Data Center facilities — including the anticipated Proposed AWS Project — under the City’s current regulations before that study is complete.

Because the AWS Facility currently under construction is directly comparable in use, scale, and location to the Proposed AWS Project and to other Data Center facilities reasonably anticipated within the City, the documented impacts of the AWS Facility currently under construction — the significant and unavoidable impacts to agricultural resources and the regional transportation network, and the substantial demands on

electrical grid capacity, water supply, and cooling infrastructure — provide direct, City-specific, and substantial evidence that approval of additional Data Center entitlements under the City’s current regulations would result in, and exacerbate, a current and immediate threat to the public health, safety, and welfare of the City and its residents.

For purposes of the proposed ordinance, “Data Center” is defined as a facility used as a stand-alone or primary use to house computer systems, servers, data storage equipment, and associated infrastructure on behalf of one or more third parties or business units, that either occupies 15,000 square feet or more of gross floor area or has a dedicated critical information technology electrical load of one megawatt or more — a definition drafted to exclude an ordinary business server room or information technology closet accessory to another permitted use.

The proposed ordinance is scoped to the “establishment of a new Data Center facility,” defined by reference to whether an entitlement was approved and in effect before the ordinance’s effective date. This scoping does not impact the AWS Facility currently under construction, which is approved in its entirety under AS 20-23.

Urgency Justification: Immediate action is necessary because, absent a moratorium, the City could be required to accept, process, and approve an application for a future Proposed AWS Project, or another new Data Center, under regulations that do not yet reflect the Objective Design Standards Direction or address Data Center-specific impacts. Enacting the moratorium now preserves the status quo while the City studies and adopts the Contemplated Zoning Proposal.

ALTERNATIVES

1. Direct staff to return with a non-urgency ordinance addressing Data Center land uses. This alternative would delay the City’s ability to restrict new Data Center applications and entitlements until the notice and hearing procedures otherwise required for a standard zoning ordinance are completed, during which time the City could receive, and be required to process, a formal application for the Proposed AWS Project, or from other operators, under the City’s current regulations.
2. Take no action at this time. Under this alternative, the City would continue to accept, process, and approve Data Center applications, including the anticipated Proposed AWS Project, under regulations that do not define Data Center as a distinct land use, do not address its unique impacts, and do not reflect the Objective Design Standards Direction.

FISCAL IMPACT/FUNDING SOURCE

Studying and drafting the Contemplated Zoning Proposal will require staff time and consultant resources. Staff will provide an analysis of exact costs as they are identified.

PUBLIC OUTREACH

California Government Code Section 36937 states that urgency ordinances adopted by cities are exempt from advance public notice and waiting period required for standard ordinances. Urgency ordinances can be adopted immediately, with a four-fifths vote, at either a regular or special meeting, if the City Council determines that there is an urgent need to act to protect public peace, health, or safety.

NEXT STEPS

If adopted, the urgency ordinance will take effect immediately and remain in effect for 45 days from the date of adoption, expiring automatically on October 29, 2026, unless extended by the City Council pursuant to Government Code Section 65858. Consistent with Section VII of the ordinance, the City Administrator, or designee, will prepare a written report describing the measures taken to alleviate the conditions leading to adoption of the ordinance, for presentation to the City Council no later than 10 days before the ordinance expires. Any extension may initially last up to 10 months and 15 days, and thereafter up to one additional year, for a maximum total moratorium period of two years under Government Code Section 65858. During this period, the Community Development Department and Planning Commission will study and bring forward the Contemplated Zoning Proposal — defining “Data Center” as a distinct land use, establishing zoning, siting, development, and operational standards for Data Centers, and implementing the Objective Design Standards Direction for commercial and industrial projects generally.

Attachments:

1. Proposed Urgency Interim Ordinance

ORDINANCE 2026-XX

AN URGENCY INTERIM ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GILROY IMPOSING A TEMPORARY MORATORIUM ON THE ACCEPTANCE, PROCESSING, AND APPROVAL OF APPLICATIONS AND ENTITLEMENTS FOR NEW DATA CENTER FACILITIES CITYWIDE, FOR A PERIOD NOT TO EXCEED FORTY-FIVE (45) DAYS

WHEREAS, the City of Gilroy (“City”) is a municipal corporation duly organized as a Charter City under the California Constitution and laws of the State of California; and

WHEREAS, the City Council has broad discretion pursuant to the California Constitution Article XI, Section 5, and the general laws of the state, including, but not limited to, the California Planning and Zoning Law (Gov. Code section 65000 et seq.), to legislate for public purposes and for the general welfare, including, but not limited to, matters of public health and safety; and

WHEREAS, California Government Code Section 65858 sets forth procedures for the adoption of an urgency interim ordinance to prohibit the approval of applications for additional subdivisions, use permits, variances, building permits, and other applicable entitlements for uses that may be in conflict with a contemplated specific plan or zoning proposal that the legislative body, planning commission, or the planning department is considering or studying or intends to study; and

WHEREAS, California Government Code Section 65858, subdivision (c), provides that the City Council shall not adopt or extend an interim ordinance under that section unless the ordinance contains legislative findings that there is a current and immediate threat to the public health, safety, or welfare, and that the approval of additional subdivisions, use permits, variances, building permits, or any other applicable entitlement for use which is required in order to comply with a zoning ordinance would result in that threat to the public health, safety, or welfare; and

WHEREAS, for purposes of this Ordinance, “Data Center” means a facility, or any discrete portion of a facility, that is designed, constructed, or used as a stand-alone or primary use to house computer systems, servers, data storage equipment, and associated networking, cooling, electrical, and backup power infrastructure, for the storage, processing, management, or distribution of data on behalf of one or more third parties or business units, including facilities supporting cloud computing, colocation, and artificial intelligence applications, and that either (i) occupies 15,000 square feet or more of gross floor area, or (ii) has, or is designed to have, a dedicated critical information technology electrical load of one (1) megawatt or more. “Data Center” does not include a room, closet, or other space within a building that is accessory and incidental to the primary permitted use of that building and is used solely to support the on-site business, communications, or information technology operations of the occupant of that building; and

WHEREAS, the Gilroy City Code does not currently define “Data Center” as a distinct land use classification and does not contain zoning, development, or operational standards specific

to Data Centers, including without limitation standards addressing electrical grid capacity and demand, water consumption and cooling technology, backup generator emissions and noise, aesthetics and screening, truck traffic, and decommissioning; as a result, Data Center uses may currently be processed under Gilroy City Code Chapter 30 (Zoning), Article L (Planning Department Applications), as a use subject only to administrative Architectural and Site Review approval by the Community Development Director or designee — without any public hearing before the Planning Commission or City Council — within the M2 (General Industrial) zoning district, where, pursuant to Table 30.23.10C(c) of the Gilroy City Code, Data Center uses are permitted only under the generic “Data Processing Establishments” use classification, which is not tailored to, and does not contain any development or operational standards specific to, the unique scale and intensity of Data Center impacts; and although the City Council introduced an ordinance amending this same Article L Architectural and Site Review process, to enhance public outreach, on first reading at the August 17, 2026 meeting, and is scheduled to adopt that ordinance on second reading at the same September 14, 2026 meeting at which this Ordinance is presented, that ordinance will not yet have taken effect as of the date of this Ordinance, and in any event does not add any public hearing before the Planning Commission or City Council, or any Data Center-specific development or operational standard, to the Architectural and Site Review process; and

WHEREAS, the City is home to an existing Data Center facility operated by Amazon Web Services, Inc. (“AWS”), known as the AWS Data Center, located at 8050 Camino Arroyo (APN 841-69-044), for which the Final Environmental Impact Report (State Clearinghouse No. 2022110127) was certified with a Statement of Overriding Considerations pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15090 and the project approved by the Community Development Director on behalf of the City on July 3, 2025 pursuant to Site and Architectural Review Permit No. AS 20-23 (the “Existing AWS Facility”); and

WHEREAS, notwithstanding the conditions of approval placed on the project by City staff and the mitigation measures adopted in connection with the Existing AWS Facility, the certified Final Environmental Impact Report found that the project would result in two significant and unavoidable environmental impacts even after mitigation — (i) conversion of Prime Farmland and Farmland of Statewide Importance to non-agricultural use (Impact AG-1), and (ii) vehicle miles traveled in excess of the threshold of significance under CEQA Guidelines Section 15064.3 (Impact TRA-1); and that the Existing AWS Facility further involves up to 49 megawatts of electrical demand per data center building — up to 98 megawatts combined at full two-building build-out — backed by twenty-five 2.5-megawatt and one 600-kilowatt diesel backup generators for the first building alone, and water demand of up to approximately 7.49 million gallons (23 acre-feet) per year at full build-out, demonstrating that Data Center land uses within the City result in substantial, irreversible impacts to agricultural resources and the regional transportation network, and significant demand on electrical grid capacity, backup generator emissions and noise, and water supply and cooling infrastructure, which the City’s current regulations do not adequately address; and

WHEREAS, the City has received a pre-application from AWS for a second, expanded Data Center facility within the City (the “Proposed AWS Project”), anticipated to be located at or

near the intersection of Highway 152 and Camino Arroyo and although the City has not yet received or begun processing a formal application for the Proposed AWS Project, City staff reasonably anticipate, based on the pre-application and related communications, that a formal application will be submitted within a reasonable time, and that additional Data Center applications from other operators may also be submitted in light of increasing regional and statewide demand for Data Center facilities; and

WHEREAS, because the Existing AWS Facility is directly comparable in use, scale, and location to the Proposed AWS Project and to other new or expanded Data Center facilities reasonably anticipated to be proposed within the City, the significant and unavoidable environmental impacts, Statement of Overriding Considerations, and infrastructure demands documented in the certified Final Environmental Impact Report for the Existing AWS Facility provide direct, City-specific, and substantial evidence that approval of additional applications and entitlements for new or expanded Data Center facilities under the City's current regulations would result in similar significant and unavoidable impacts to agricultural resources and the transportation network, and similar substantial demands on electrical grid capacity, water supply, and cooling infrastructure; and

WHEREAS, on August 17, 2026, the City Council held a duly noticed public hearing on the Introduction and First Reading of an ordinance amending Chapter 30 (Zoning), Article L (Planning Department Applications) of the Gilroy City Code relating to the Architectural and Site Review permit process and to enhance public outreach (Agenda Item 8.1), at which the City Council received extensive public testimony, including numerous comments both in favor of and in opposition to the Existing AWS Facility; and

WHEREAS, at that same August 17, 2026 meeting, in connection with Agenda Item 8.1, the City Council provided direction to City staff to bring back objective design standards for commercial and industrial projects that consider community needs, economic development, energy use, environmental impacts, public health, and neighborhood quality of life (the "Objective Design Standards Direction"), reflecting the City Council's own determination that the City's current commercial and industrial development standards do not adequately address these considerations; and

WHEREAS, consistent with, and in furtherance of, the Objective Design Standards Direction, the City Council desires, and hereby directs the Community Development Department and Planning Commission, to study and prepare recommended amendments to the Gilroy City Code that would (i) define "Data Center" as a distinct land use and establish appropriate zoning, siting, development, and operational standards therefor, including without limitation standards addressing electrical grid capacity and demand, water consumption and cooling technology, noise and emissions from backup generators, aesthetics and screening, truck traffic, and decommissioning, and (ii) implement the Objective Design Standards Direction for commercial and industrial projects, including Data Centers, addressing community needs, economic development, energy use, environmental impacts, public health, and neighborhood quality of life (collectively, the "Contemplated Zoning Proposal"); and

WHEREAS, absent a temporary moratorium, the City may be required to accept, process, and approve applications and entitlements for new or expanded Data Center facilities, including the anticipated formal application for the Proposed AWS Project, under the City's current regulations before the City has had the opportunity to study and adopt the Contemplated Zoning Proposal; and

WHEREAS, the City Council finds, based on the evidence in the record — including but not limited to the documented impacts of the Existing AWS Facility described above, the pre-application for the Proposed AWS Project, the extensive public testimony received at the August 17, 2026 public hearing on Agenda Item 8.1, and the staff report accompanying this Ordinance — that there is a current and immediate threat to the public health, safety, and welfare of the City and its residents arising from the acceptance, processing, and approval of applications and entitlements for new or expanded Data Center facilities under the City's current regulations; and

WHEREAS, the City Council further finds that the approval of applications and entitlements for new or expanded Data Center facilities under the City's current regulations — which, as reflected in the Objective Design Standards Direction, lack objective, enforceable development standards tailored to Data Center impacts — would result in, and exacerbate, that threat to the public health, safety, and welfare, in that such approval would result in significant and unavoidable impacts to Prime Farmland and Farmland of Statewide Importance and to the regional transportation network of the kind documented in the certified Final Environmental Impact Report for the Existing AWS Facility, further significant strain on the City's electrical grid and water supply infrastructure beyond levels the City's utility providers can currently support without significant capital improvements, increased ambient noise and light affecting nearby sensitive land uses, increased heavy-truck traffic on City streets not designed to accommodate such use, and a resulting alteration, in a substantial and fundamental manner, of the character and quality of life of the affected neighborhoods and the City as a whole; and

WHEREAS, within a reasonable time, the City Council, Planning Commission, and/or Community Development Department is considering, studying, or intends to study, the Contemplated Zoning Proposal to address the foregoing concerns, with which new or expanded Data Center uses may be in conflict; and

WHEREAS, on September 14, 2026, in accordance with State law, the City Council provided due consideration of all evidence presented and provided in the entire administrative record and held a duly noticed public hearing and took testimony regarding this urgency interim Ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GILROY DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I. Recitals.

The above recitals are true and correct and hereby adopted as the City Council's findings.

SECTION II. Purpose and Authority.

In the interest of protecting the health, safety, and welfare of the residents of the City of Gilroy, it is the purpose and intent of this urgency interim Ordinance to place a temporary moratorium on the acceptance, processing, and approval of any new application, permit, license, or other entitlement for the establishment of a new Data Center facility, citywide. The City Council has authority to adopt this Ordinance pursuant to California Government Code Section 65858 as an urgency measure prohibiting any use that may be in conflict with the Contemplated Zoning Proposal that the City is considering or studying.

SECTION III. Findings.

The City Council hereby finds and determines that the acceptance, processing, and approval of applications and entitlements for new Data Center land uses in the City, under the City's current regulations, constitutes a current and immediate threat to the public health, safety, and welfare. The approval of additional entitlements for Data Center land uses, including but not limited to the anticipated formal application for the Proposed AWS Project, under the City's current regulations would result in and exacerbate that threat to the public health, safety, and welfare. The adoption of this urgency interim Ordinance is therefore necessary for the immediate protection of the public health, safety, and welfare. The above recitals are incorporated herein by reference as true and correct as the Council's findings.

SECTION IV. Definitions.

For purposes of this Ordinance, "Data Center" means a facility, or any discrete portion of a facility, that is designed, constructed, or used as a stand-alone or primary use to house computer systems, servers, data storage equipment, and associated networking, cooling, electrical, and backup power infrastructure, for the storage, processing, management, or distribution of data on behalf of one or more third parties or business units, including facilities supporting cloud computing, colocation, and artificial intelligence applications, and that either (i) occupies 15,000 square feet or more of gross floor area, or (ii) has, or is designed to have, a dedicated critical information technology electrical load of one (1) megawatt or more. "Data Center" does not include a room, closet, or other space within a building that is accessory and incidental to the primary permitted use of that building and is used solely to support the on-site business, communications, or information technology operations of the occupant of that building.

For purposes of this Ordinance, the "establishment of a new Data Center facility" means the construction, occupancy, or operation of a Data Center pursuant to an application, permit, license, or other entitlement that is not, as of the effective date of this Ordinance, an approved and effective entitlement. The "establishment of a new Data Center facility" does not include the continued construction, occupancy, operation, maintenance, or repair of a Data Center pursuant to an entitlement approved and in effect prior to the effective date of this Ordinance, including the Existing AWS Facility, which is approved in its entirety pursuant to Architectural and Site Review Permit No. AS 20-23, regardless of whether construction of any phase of the Existing AWS Facility remains ongoing or is completed after the effective date of this Ordinance.

SECTION V. Moratorium Imposed.

This Ordinance imposes a moratorium on the acceptance, processing, and approval of any application, permit, license, entitlement, or other approval — whether ministerial or discretionary — for the establishment of a new Data Center facility, anywhere within the City.

SECTION VI. Violation.

Except as otherwise permitted under this urgency interim Ordinance, the establishment of a new Data Center facility in violation of this Ordinance is declared to be a public nuisance. Violations of this urgency interim Ordinance may be enforced by any applicable laws or ordinances, including, but not limited to, injunctions or administrative or criminal penalties under the Gilroy City Code.

SECTION VII. Report.

Pursuant to California Government Code Section 65858, subdivision (d), the City Administrator, or designee, is authorized and directed to prepare a written report describing the measures taken to alleviate the conditions which led to the adoption of this urgency interim Ordinance, for presentation to the City Council no later than ten (10) days prior to the expiration of this Ordinance or any extension thereof.

SECTION VIII. Term of Ordinance.

This urgency interim Ordinance shall be in effect from the date of adoption for a period of forty-five (45) days, unless it is extended pursuant to California Government Code Section 65858 or other applicable law, as approved by the City Council.

SECTION IX. Severability.

If any section, subsection, subdivision, sentence, clause or phrase of this urgency interim Ordinance is for any reason held to be unconstitutional or otherwise void or invalid by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this urgency interim Ordinance. The City Council hereby declares that it would have passed this urgency interim Ordinance and each section, subsection, subdivision, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, or phrases may be declared unconstitutional or otherwise invalid by a court of competent jurisdiction.

SECTION X. CEQA Determination.

This urgency interim Ordinance is exempt from environmental analysis under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that this Ordinance has no possibility of having a significant effect on the environment, as it merely preserves the status quo in accordance with Government Code Section 65858 in the interest of evaluating and preventing potential harms related to Data Center land uses. This Ordinance does not authorize any development, approve any land-use entitlement, or result in any physical change to the environment.

SECTION XI. Effective Date.

This urgency interim Ordinance, passed by at least a four-fifths vote of the City Council, is declared to be an urgency interim Ordinance for preserving the public health, safety, and welfare and shall take effect and be enforced immediately upon adoption pursuant to Government Code Section 36937(b).

SECTION XII. Publication.

The City Clerk shall cause this Ordinance, or summary thereof, to be published one time within fifteen (15) days upon passage and adoption in a newspaper of general circulation, such as the Gilroy Dispatch.

PASSED AND ADOPTED by the City Council of the City of Gilroy at a regular meeting duly held on the 14th day of September 2026 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

CERTIFICATE OF THE CLERK

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

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

Kim Mancera
City Clerk of the City of Gilroy





City of Gilroy

STAFF REPORT

Agenda Item Title: Request to Establish Free Community-Wide Infant Swimming Resource Pilot Program: FAIR Memo

Meeting Date: September 14, 2026

From: Matt Morley, City Administrator

Department: Administration

Submitted by: Matt Morley, City Administrator

Prepared by: Matt Morley, City Administrator

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

Council consideration of a future agenda item regarding the potential to establish a free community-wide infant swimming resource pilot program.

EXECUTIVE SUMMARY

N/A

BACKGROUND

On August 30, 2026 Councilmember Ramirez submitted the attached FAIR memo for Council consideration of the pilot swim program.

ANALYSIS

None — this is a first step in the FAIR Memo process on whether the City Council would like to give direction for the item to be brought back to a future agenda meeting for discussion and potential action.

ALTERNATIVES

Council may approve or deny the request for a future agenda item.

FISCAL IMPACT/FUNDING SOURCE

None — this is a first step in the FAIR Memo process. A detailed fiscal impact analysis will be conducted by staff if the Council approves the topic for a future agenda.

PUBLIC OUTREACH

This item was included on the publicly posted agenda.

NEXT STEPS

If approved, staff will schedule the future agenda item at a subsequent Council meeting consistent with the Future Agenda Item Request Policy.

Attachments:

1. FAIR Memo: Community Wide Infant Swimming Resource Pilot Program

August 30, 2026

FAIR Memo: Requesting a free community-wide ISR (Infant Swimming Resource) pilot program

Submitted by: Kelly Ramirez

According to the CDC, drowning is an especially serious risk for young children. In the United States, it is the **leading cause of death for children ages 1–4**. Children ages 5–14 also remain at substantial risk; drowning is the **second-leading cause of unintentional injury death** in that age group.

The CDC's most recent information is particularly striking: drowning deaths among children ages **1–4 increased 28%** in 2022 compared with 2019.

The American Academy of Pediatrics' new 2026 policy statement specifically says toddlers have the highest drowning fatality rates and frequently drown in swimming pools after gaining unanticipated access to water.

Gilroy summers are always hot. Many of our youth cannot afford nor have access to swim lessons and/or safe swimming environments with certified lifeguards. As an alternative, oftentimes families and young children choose to swim in creeks and lakes that do not have lifeguards thus increasing the opportunity for drownings.

ISR is a **drowning-prevention/self-rescue swimming program**, rather than conventional recreational swim lessons.

The program is designed primarily for children about 6 months through 6 years old, with skills adjusted to the child's age and development. Lessons are generally one-on-one and individualized.

For an infant who isn't yet walking well, the central skill is:

Fall into water → turn/roll onto back → float → maintain breathing → wait for rescue.

This is called **roll-back-to-float**. The goal isn't for a baby to swim long distances; it's to give the child a way to get their face out of the water and breathe if they unexpectedly enter the water.

For a more mobile toddler or young child, ISR progresses toward:

Swim → roll onto back → float/breathe → turn over → swim again

This is commonly called **swim-float-swim**. The child learns to move toward the pool wall, steps, shoreline, or another place of safety.

What the lessons are like

ISR lessons are notably different from traditional group swim lessons:

- One child and one instructor
- Usually very short lessons, often around 10 minutes
- Frequently conducted 4–5 days per week

- A typical initial program takes approximately 6 weeks, although it varies considerably by child
- Skills are taught through repetition and individualized instruction.

Some programs also deliberately have children practice in clothing, because an unexpected fall into a pool or other body of water may occur while the child is dressed.

The important distinction

"Teaching a young child what to do if they unexpectedly end up in the water."

That's different from ordinary swimming instruction, whose primary objective is usually learning strokes, becoming comfortable in the water, and eventually swimming proficiently.

ISR focuses first on **survival skills**, and swimming ability is incorporated as the child becomes developmentally ready.

I propose directing staff to determine the cost of providing this community benefit program -either offered by the city or through a volunteer program with certification provided by the city.

Early water instruction isn't primarily about producing young swimmers. It is about giving young children progressively appropriate skills to survive an unexpected entry into water and ultimately become water competent.

This request overlaps with two City processes – the Recreation Assessment, in progress now, and the annual budget process.

With respect to the Recreation Assessment, I recommend including this program in the assessment and utilizing a pilot program to inform on the interest level in the community.

With respect to the annual budget process, it makes sense to move this pilot program forward prior to the budget process to allow for implementation ahead of the 2027 swim season, when outdoor risks are greater for infants.



City of Gilroy

STAFF REPORT

Agenda Item Title: Request to Establish a Legislative Action Committee: FAIR Memo

Meeting Date: September 14, 2026
 From: Matt Morley, City Administrator
 Department: Administration
 Submitted by: Matt Morley, City Administrator
 Prepared by: Matt Morley, City Administrator

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

Council consideration of a future agenda item regarding the potential to establish a Legislative Action Committee

EXECUTIVE SUMMARY

N/A

BACKGROUND

On August 30, 2026 Councilmember Ramirez submitted the attached FAIR memo for Council consideration of establishing a Legislative Action Committee

ANALYSIS

None — this is a first step in the FAIR Memo process on whether the City Council would like to give direction for the item to be brought back to a future agenda meeting for discussion and potential action.

ALTERNATIVES

Council may approve or deny the request for a future agenda item.

FISCAL IMPACT/FUNDING SOURCE

None — this is a first step in the FAIR Memo process. A detailed fiscal impact analysis will be conducted by staff if the Council approves the topic for a future agenda.

PUBLIC OUTREACH

This item was included on the publicly posted agenda.

NEXT STEPS

If approved, staff will schedule the future agenda item at a subsequent Council meeting consistent with the Future Agenda Item Request Policy.

Attachments:

1. FAIR Memo: Establish a Legislative Action Committee

August 30, 2026

FAIR MEMO: Consideration of creating a Legislative Action Committee
Submitted by Councilmember Ramirez

I currently represent Gilroy on the Cities Association Board of Directors and the Cities Association Legislative Action Committee. On a monthly basis we are asked to vote on various legislative items that are moving through the state in order for the Cities Association to take a stand on the various issues. I am aware that I am representing Gilroy, not my personal opinion, so in order to ensure that I am doing that, I work with the City Administrator before voting.

I've learned that many cities in the county have their own Legislative Action Committees or Legislative Review Committees for the purpose of determining their city's position on upcoming legislature. Below is a sampling of what some of the cities have.

1. Cupertino — Legislative Review Committee

Cupertino's City Council reestablished its Legislative Review Committee (LRC) in February 2026 when it updated its Legislative Advocacy Policy. The LRC is specifically authorized to establish positions on legislation that falls within the City's adopted Legislative Platform. Legislation outside that platform goes to the full City Council.

2. Campbell — Legislative Subcommittee

Campbell also has its own Legislative Subcommittee.

Campbell's policy says the subcommittee meets regularly during the California legislative session and may review and take positions on proposed legislation. Its stated objectives include:

- advocating Campbell's legislative position at the federal, state, regional and county levels;
- informing legislators about legislation's impact on Campbell;
- working with other local governments and organizations;
- tracking legislation;
- meeting with legislators and their representatives; and
- informing the public of Campbell's legislative positions.

2. Los Altos – Legislative Subcommittee

Los Altos has its own Legislative Subcommittee similar to Campbell.

4. Santa Clara — somewhat different

Santa Clara does **not** appear to currently call its municipal body a "**Legislative Action Committee.**" Instead, it has a formal **Legislative Advocacy Position Policy** and an ongoing legislative advocacy program.

The City's policy requires comprehensive review of legislation affecting the City, development of City Council positions, and communication of those positions to

legislators. It also provides for **annual Legislative Action Priorities** adopted by the City Council.

Santa Clara also contracts with a legislative advocacy firm to assist with its legislative program.

The important distinction

There are actually three different arrangements in Santa Clara County:

A. Cities with their own legislative committee

- Cupertino — Legislative Review Committee
- Campbell and Los Altos — Legislative Subcommittees

B. Cities with a formal legislative advocacy program/policy but no separate LAC

- Santa Clara

C. Cities that primarily handle legislation through the Council/staff and appoint someone to the countywide CASC LAC

- The remaining cities appear to fall primarily into this category, including Gilroy

I propose that we direct staff to determine which arrangement would serve the community of Gilroy best.