



CITY COUNCIL REGULAR MEETING AGENDA

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

MAYOR
Greg Bozzo



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

MONDAY, NOVEMBER 17, 2025 | 6:00 PM

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

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

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

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

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

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

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

post the documents before the meeting.

KNOW YOUR RIGHTS UNDER THE GILROY OPEN GOVERNMENT ORDINANCE

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

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

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

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



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

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

bit.ly/3FBiGA0

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

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

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

The agenda for this regular meeting is outlined as follows:

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

- 1.5. Invocation
- 1.6. Orders of the Day
- 1.7. Employee Introductions
- 2. CEREMONIAL ITEMS - Proclamations and Awards
- 2.1. Open Government Week Proclamation
- 3. PRESENTATIONS TO THE COUNCIL

- 3.1. Annual Presentation by the Planning Commission
- 3.2. 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.

4. **REPORTS OF COUNCIL MEMBERS**

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

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

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

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

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

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

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

5. **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.

- 5.1. **Approve the minutes of the November 3, 2025 City Council Study Session and the November 3, 2025 City Council Regular Meeting**
- 5.2. **Authorization to Deaccession Artifacts from the Collection Managed by the Gilroy Museum**
- 5.3. **Acceptance of the Cash and Investment Report as of September 30, 2025**
- 5.4. **Adoption of an Ordinance of the City Council of the City of Gilroy Amending Chapter 30, Article LIV of the Gilroy City Code Relating to Accessory Dwelling Units (Z 25-02)**
- 5.5. **Claim of Curtis Crackel (The City Administrator recommends a "yes" vote under the Consent Calendar shall constitute denial of the claim)**
- 5.6. **Claims of Yolanda Alanis and Tony Jose Alanis (The City Administrator recommends a "yes" vote under the Consent Calendar shall constitute denial of**

the claims)

- 5.7. **Consider the Approval of Santa Clara Valley Habitat Agency to Proceed with a Habitat Plan Amendment**

6. BIDS AND PROPOSALS

- 6.1. **Award Two Opioid Remediation Grants, not-to-exceed \$118,675 to Carry the Vision and \$118,676 to Youth Alliance, for Opioid Remediation Services; Adopt a Resolution Amending the Fiscal Year 2026 Budget in the Opioid Settlement Fund by \$237,352; and Authorize the City Administrator to Negotiate and Execute Final Grant Agreements**

1. Staff Report:
Bryce Atkins, Assistant to the City Administrator
2. Public Comment
3. Possible Action:
Council:
 1. Award two opioid remediation grants, reimbursement-based and not to exceed \$118,675 to Carry the Vision and \$118,676 to Youth Alliance, for opioid remediation services;
 2. Adopt a resolution amending the Fiscal Year 2026 Budget in the Opioid Settlement Fund by \$237,352; and
 3. Authorize the City Administrator to negotiate and execute final grant agreements.

- 6.2. **Award the Interim Aquatics Center Operator Contract to Swan Swimming, LLC for an Amount Not to Exceed \$266,662 and Authorize the City Administrator to Complete Negotiations and Execute the Agreement**

1. Staff Report:
Bryce Atkins, Assistant to the City Administrator
2. Public Comment
3. Possible Action:
Award the interim aquatics center operator contract to Swan Swimming, LLC for an amount not to exceed \$266,662 and authorize the City Administrator to complete negotiations and execute the agreement.

7. INTRODUCTION OF NEW BUSINESS

- 7.1. **Introduce for First Reading by Title Only An Ordinance to Amend Board and Commission Terms and Appointment Processes**

1. Staff Report:
Kim Mancera, City Clerk
2. Public Comment

3. Possible Action:

1. It is recommended that the City Council adopt an ordinance extending the current terms of all Board and Commission members whose terms are set to expire in even-numbered years by one year, thereby aligning all future term expirations with odd-numbered years;
2. Motion to read the ordinance by title only and waive further reading of the ordinance; and
3. Introduce the ordinance of the City Council of the City of Gilroy to reflect all future terms will expire in odd-numbered years.

7.2. Receive Budget Report for the First Quarter of Fiscal Year 2025-26 (FY26) and Adopt a Budget Amendment Resolution

1. Staff Report:
Harjot Sangha, Finance Director

2. Public Comment

3. Possible Action:

1. Receive Budget Report for the First Quarter of Fiscal Year 2025-26 (FY26); and
2. Adopt a budget amendment resolution.

8. CITY ADMINISTRATOR'S REPORTS

9. CITY ATTORNEY'S REPORTS

10. CLOSED SESSION

10.1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8 and Gilroy City Code Section 17A.8

Property: 7491 Railroad Street, APN 841-06-001

Negotiators: LeeAnn McPhillips, Assistant City Administrator, Administrative Services & Human Resources Director/Risk Manager; Sharon Goei, Community Development Director; Victoria Valencia, Economic Development Manager
Under Negotiations: Price and Terms of Payment for Purchase and/or Lease

10.2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Paragraph (4) of Subdivision (d) of Government Code Section 54956.9 and Gilroy City Code Section 17A.11 Subdivision (3): One Case

11. 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).

12. ADJOURNMENT

FUTURE MEETING DATES

December 2025

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

January 2026

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

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

February 2026

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

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

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



City of Gilroy
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; and

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; and

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; and

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; and

NOW, THEREFORE, I, GREG BOZZO, Mayor of the City of Gilroy, together with the Gilroy City Council, on this 17th day of November 2025, do hereby proclaim November 17 through November 21, 2025, 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.

Attested to by:

Kim Mancera, City Clerk

Greg Bozzo, Mayor

City of Gilroy

DRAFT

**City Council
Minutes**

Monday, November 3, 2025 | 5:00 PM

1. OPENING

1. Call to Order

The meeting 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

2. STUDY SESSION

1. CMAP Study Session

Communication and Engagement Manager Rachelle Bedell and Finance Director Harjot Sangha provided a report and presentation.

CMAP Director Mike Sanchez provided a report and presentation.

2. Public Comment

Mayor Bozzo opened public comment at 6:40 P.M.

Elia Salinas - commented on CMAP being part of the community and encouraged the Council to consider the option to continue the CMAP agreement.

Kevin Pfeffer - commented on programs and classes that CMAP has held.

Gary Walton - commented on the CMAP agreement and past conversations regarding the contract.

Kelly Pfeffer - commented on the jobs that CMAP provides.

Mike Sanchez - commented on the alternative option for the Council to consider.

Jeff Perkins - commented on CMAP financials.

Alex Larson - commented on communication problems between the City of Gilroy

and CMAP.

With no further speakers, Mayor Bozzo closed public comment.

The City Council provided direction to staff to review the needs of the community and work with CMAP to develop a future agreement that reflects clearly what services CMAP can provide, and what responsibilities the City may take over.

3. ADJOURNMENT

With no additional business before the Council, the meeting was adjourned at 6:03 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 XXXXXXX, 20XX.

Kim Mancera
City Clerk

DRAFT

City of Gilroy

DRAFT

**City Council
Minutes**

Monday, November 3, 2025 | 6:00 PM

1. OPENING

1. Call to Order

The meeting was called to order by Mayor Bozzo at 6:15 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. 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 Ramirez led the Pledge of Allegiance.

5. Invocation

Pastor Jesse Jimenez led the Invocation.

6. Orders of the Day

None.

7. Employee Introductions

Utilities Director Heath McMahon introduced Engineer I for SCRWA Jay Kantamneni.

Police Captain Luke Powell introduced Police Officer Michael DeFrates and Police Officer Camilla Aguilar.

2. CEREMONIAL ITEMS - Proclamations and Awards

1. Arbor Day Proclamation

3. PRESENTATIONS TO THE COUNCIL

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

COUNCIL

Mayor Bozzo opened public comment at 6:26 P.M.

Greg Felios - commented on the importance of voting.

Adam Jaso - commented on the presence of the homeless camps in the slew and who is responsible for the cleanup efforts.

Sherri Jaso - commented the presence of the homeless camps in the slew and the citations they have received.

Ron Kirkish - commented on the great work of street paving from Public Works and spoke about an assault on a Gilroy Police Officer in the community over the weekend.

Linda Berti - commented on ADU issues on her street.

With no further speakers, Mayor Bozzo closed public comment.

4. REPORTS OF COUNCIL MEMBERS

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

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

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

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

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

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

Gilroy California Welcome Center (alternate), VTA Mobility Partnership Committee, VTA Policy Advisory Committee (alternate)

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

Council Member Bracco - wished Council Member Marques a Happy Birthday.

Council Member Fugazzi - no report.

Council Member Marques - congratulated the La Ofrenda committee for their great event.

Council Member Hilton - reported that the Valley Transportation Authority (VTA) Policy Advisory Committee released the Draft Plan Bay Area 2050 and the Plan Bay Area 2025 Environmental Impact Report (EIR) for review and comment. He thanked VTA and staff for sponsoring and attending in the La Ofrenda festival and wellness fair this weekend. He reported from Silivon Valley Clean Energy (SVCE) that they do not receive federal funding and should have no direct impact from the government shutdown. He thanked SVCE and staff for sponsoring and attending the La Ofrenda festival and wellness fair this weekend. He also thanked City staff who worked the La Ofrenda festival and attended on their own for playing a part in the celebration.

Council Member Ramirez - congratulated the La Ofrenda team for the great festival. She congratulated the Library for its Storywalk display ceremony. She encouraged her fellow Council Members to participate in a ride-along with the Gilroy Police Department.

Council Member Cline - no report.

Mayor Bozzo - reported from the Gilroy Gardens Board of Directors that he is looking forward to the meeting at the end of November, where they will hold a strategic planning session.

5. CONSENT CALENDAR

Motion

Approve the consent calendar.

RESULT: **Passed**

MOVER: Council Member Kelly Ramirez

SECONDER: Council Member Carol Marques

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

NAYS: None

1. **Approved the October 20, 2025 City Council Regular Meeting Minutes**
2. **Approve the 2025 Update to the City of Gilroy's Sewer System Management Plan (SSMP) in Compliance with State Water Resources Control Board Order WQ 2022-0103-DWQ**
3. **Award a Contract to Catholic Charities of Santa Clara County for \$103,448 for South County Youth Task Force Community-Based Services for Youth**
4. **Authorize the City Administrator to Enter into a Ten-Year Master Service and Purchasing Agreement with Axon Enterprises, Inc., to Purchase the Axon Interview Room Recording System for \$243,621**

6. BIDS AND PROPOSALS

1. **Award a Contract to FBD Vanguard Construction, Inc. for the FY26 CDBG Sidewalk and Curb Ramp Project No. 26-PW-303 in the amount of \$156,820.00, approve a project contingency of \$19,370.14, and approve a total project expenditure of \$176,190.14 for Construction**

City Engineer Nisha Pratel provided a report and presentation.

Mayor Bozzo opened public comment at 6:49 P.M.

With no speakers, Mayor Bozzo closed public comment.

Motion

Award a contract to FBD Vanguard Construction, Inc. in the amount of \$156,820.00, approve a project contingency of \$19,370.14, approve a total project expenditure of \$176,190.14 for the construction of the FY26 CDBG Sidewalk and Curb Ramp Project (No. 26-PW-303), and authorize the Interim City Administrator to execute the contract and associated documents.

RESULT: **Passed**

MOVER: Council Member Zach Hilton

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

NAYS: None

7. PUBLIC HEARINGS

1. **Introduction and First Reading of an Ordinance Amending Chapter 30, Article LIV of the Gilroy City Code Relating to Accessory Dwelling Units (Z 25-02)**

Planning Manager Michael Fossati provided a report and presentation.

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

With no 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 15282(h) for the adoption of an ordinance regarding second units in a single-family or multifamily residential zone by a city or county to implement the provisions of Section 66314 and 66333 of the Government Code as set forth in Section 21080.17 of the Public Resources Code.

RESULT: Passed

MOVER: Council Member Zach Hilton

SECONDER: Mayor Greg Bozzo

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

Motion

Read the ordinance by title only and waive further reading of the ordinance.

RESULT: Passed

MOVER: Council Member Zach Hilton

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

Motion

Introduce the ordinance of the City Council of the City of Gilroy amending Chapter 30, Article LIV of the Gilroy City Code relating to accessory dwelling units.

RESULT: Passed

MOVER: Council Member Zach Hilton

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

2. Consider Adopting an Urgency Interim Ordinance Prohibiting the Issuance of Tobacco Retailer Permits for a Period Not to Exceed Forty-Five (45) Days within the Downtown Specific Plan Area (M 25-13)

Planning Manager Michael Fossati provided a report and presentation.

Mayor Bozzo opened public comment at 7:40 P.M.

Ashly Castillo - commented on not allowing more smoke shops in Downtown.

Saul Gonzalez - commented in favor of the urgency ordinance

Gary Walton - commented in favor of adopting the urgency ordinance.

Ron Kirkish - commented on DA Rosen not wanting to prosecute on drug charges.

With no speakers, Mayor Bozzo closed public comment.

Motion

Waive further readings and adopt an Urgency Interim Ordinance establishing a temporary prohibition on the issuance or approval of any new Tobacco Retailer Permits within the Downtown Specific Plan area within the City of Gilroy pursuant to Government Code Section 65858 and 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, particularly regarding the protection of minors within the Downtown Specific Plan area.

RESULT: Passed

MOVER: Council Member Carol Marques

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

NAYS: None

8. INTRODUCTION OF NEW BUSINESS

1. Update on Downtown Plywood Storefront Ordinance and Downtown Vacancy Ordinance Proposal

Community Development Sharon Goei provided a report and presentation.

Mayor Bozzo opened public comment at P.M.

Gary Walton - commented on past partnerships and collaboration regarding Downtown and what it takes to bring in new tenants.

Maria Aguilar - commented on hiring artists to paint murals or paintings on the plywood store fronts.

Ron Kirkish - commented on creating a Santana Row atmosphere in Downtown Gilroy.

With no further speakers, Mayor Bozzo closed public comment.

Report received.

Council directed staff to revive, update, and strengthen the expired Gilroy City Code Chapter 5D, "Vacant Commercial Space in the Downtown Historic and Downtown Expansion Districts," without a vacancy tax at this time, but with additional consideration in the future if Council feels it is needed.

9. FUTURE COUNCIL INITIATED AGENDA ITEMS

None.

10. CITY ADMINISTRATOR'S REPORTS

No report.

11. CITY ATTORNEY'S REPORTS

No report.

12. CLOSED SESSION

Assistant City Attorney Houston announced the closed session item 12.1.

City Council adjourned to closed session at 8:47 P.M.

Motion

Remain in closed session.

RESULT: Passed

MOVER: None

SECONDER: None

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

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

13. ADJOURN TO OPEN SESSION

Assistant City Attorney Houston announced that there was no reportable action.

14. ADJOURNMENT

With no additional business before the Council, the meeting was adjourned at 9:00 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 XXXXXXX, 20XX.

Kim Mancera
City Clerk



City of Gilroy

STAFF REPORT

Agenda Item Title: Authorization to Deaccession Artifacts from the Collection Managed by the Gilroy Museum

Meeting Date: November 17, 2025

From: Brad Kilger, Interim City Administrator

Department: Administration

Submitted by: Bryce Atkins, Assistant to the City Administrator

Prepared by: Bryce Atkins, Assistant to the City Administrator

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

Council approval to deaccession the artifacts identified by the Gilroy Museum.

EXECUTIVE SUMMARY

BACKGROUND

The City received a request from the Gilroy Museum requesting to deaccession a list of items from the Museum's inventory, a common practice for museums. Attached to this staff report are a cover letter, a deaccession report, and the list of items being considered for deaccessioning as presented to the Arts and Culture Commission.

At their regular meeting on October 14, 2025, the Arts and Culture Commission adopted a recommendation to the City Council to approve the de-accessioning of the items listed in the report.

The Gilroy Museum intends to sell the majority of its items. Proceeds from the sale will be added to the endowment, generating future interest income to support the museum's operations.

ANALYSIS

ALTERNATIVES

Council may approve, modify, or reject the deaccession of any and all items from the deaccession request.

FISCAL IMPACT/FUNDING SOURCE

Minor revenue to the museum endowment. Specific amounts are not known until the item is offered for sale. Some items may be too damaged or undesired for sale or donation, and may be discarded.

PUBLIC OUTREACH

This item was discussed at the October 14, 2025, public meeting of the Arts and Culture Commission and was included on the publicly posted agenda for that meeting.

NEXT STEPS

The Gilroy Museum will be advised of the result of any Council action on this matter.

Attachments:

1. Deaccession List for the City Council
2. 10-14-2025 ACC Deaccession Report from Gilroy Museum
3. Deaccession Visual List to ACC 10-14-2025

**Gilroy Museum Deaccession List
2025**

Museum No.	Artifact	Deaccession Reasons
751A, 751B	Two bent wood pews from the Presbyterian Church on 5th and Church Street in Gilroy	Pews are nearly 9 feet long. Storage space is limited and the space better used by items with greater historical value.
3840	Eight, Standard Electric Time Classroom Clocks	Deaccession multiple artifacts due to storage limitations.
3841 A&B	Two, Standard Electric Time Control clocks from the Eliot Elementary Schools. Used as the master clock for controlling alarm bells.	Large clocks and cases nearly six feet tall; space constraints and size make storage and display prohibitive.
3848, 3849A, 3849B, 3850	Four Victorian chairs, two chairs require recovering	Poor condition, no local historical value, not important to museum mission
3134	Small (gold painted) wood and glass medical cabinet	Poor condition, glass not tempered, safety hazard
4256 A-D	Four, Regency style chairs	No local historical value, not pertinent to museum mission
4251	Victorian walnut cylinder desk (roll top) with bookcase above.	Space constraints both storage and display
3845	Upholstered Empire style armchair	Space constraints both storage and display
8368	1900 Eastlake style chair	Space constraints both storage and display
6421, 9029,	Two wooden desk chairs, two chairs have non-functioning mechanisms	Condition problems, limited historical value, and storage constraints
9029, 7769, 4659, 3140	Four oil paintings, non-Gilroy topics or artists	No local historical value, not pertinent to museum mission
627	Colored panorama photograph titled on "Carquinez Bridge on the Pacific Highway between Vallejo and Crockett."	No local historical value, not pertinent to museum mission
6031	Lithograph of Archbishop Allemany, first Archbishop in California.	No local historical value, not pertinent to museum mission
67.8.11	Framed colored Grace Line map of Calif., Mexico, and Central America by Jo Mora.	No local historical value, not pertinent to museum mission
67.7.4/7729A 67.7.5/7729B	Two framed advertising pictures for Goodrich and Palmer & Goodrich tires which hung in a local tire shop.	Little historical value, not pertinent to museum mission
66.4.1	Wooden filing cabinet with 12 drawers. Needs repair	Needs repair, so no display value; space constraints prevent storage
67.2.2	Walnut bookcase with 2 glass doors.	Needs repair, non-tempered glass, so no display value; space constraints prevent storage
67.7.3	Large mahogany desk with 7 drawers	Repurposed as office equipment so needs deaccession
61.1.9	St. Stephens pew rail with bible holders	Pew rail is 10 feet long, and display and storage space limited
4252 A&B	Two headboards and footboards of walnut spool bedsteads.	Limited space prevents display & storage
950	Large square grand piano, needs reconditioning and tuning, moving and restoration costs beyond Museum budget	Occupies space better used by objects with more historical value.
	Miscellaneous abandoned property: chairs, framed pictures	Objects were never accessioned but left at the museum.

**Gilroy Museum Staff Report
for the
Arts & Culture Commission
October 14, 2025**

Recommendation

The Gilroy Museum recommends that the Arts & Culture Commission approve the items listed for deaccession. The Gilroy Museum also asks that the Arts & Culture Commission recommend the Gilroy City Council approve the list of items for deaccession.

Summary

The Gilroy Museum has more than 25,000 artifacts in its collection. The collection belongs to the people of Gilroy, and the Gilroy City Council serves as the peoples' trustee for the collection. These objects, photographs, works on paper, and books have been assembled during the museum's 62-year lifetime. The donations have come from Gilroy residents or their descendants, and the artifacts reflect aspects of life in Gilroy and its environs. The museum's incoming and present artifacts are constantly being evaluated for their importance to the museum's mission, their historical value, their condition and usefulness within the museum, and the space available for housing artifacts. The Gilroy Museum Collection Committee is tasked with this evaluation, and it is composed of four museum volunteers and the Museum Manager. This committee meets as needed to assess new artifacts and to evaluate artifacts already in the collection. At meetings on May 13, 2023, and June 11, 2025, the Collection Committee recommended removal (deaccession) of the attached list of artifacts. Since the Arts & Culture Commission is the museum's representative to the City Council, the Gilroy Museum is seeking the Commission's approval for deaccession of the listed artifacts, and a recommendation that the City Council approve these artifacts for deaccession.

Background

Deaccession is the process by which museums remove items from their collections. This process typically involves deliberation and approval by both the museum's Collection Committee and by the governing board or trustees. At the Gilroy Museum, the process begins with the Collection Committee, and then agreement is solicited from the Arts & Culture Commission, and finally from the collection trustees, the Gilroy City Council. Once deaccession has been approved, the museum is free to dispose of the items by any and all means such as: sale, trade, loan, donation, return to donor, or disposal. Since the Gilroy Museum has an established trust with the City of Gilroy, all proceeds from the sale of items will be deposited in the trust for the benefit of the museum collection. The preferred disposal mechanism is the sale of items or acceptance of a donation. Depending on the artifact, other alternatives will be evaluated prior to final disposition.

Items considered for deaccession are evaluated by the Collection Committee using established criteria. The Gilroy Museum lists these criteria as the following:

- The artifact does not support the Gilroy Museum's mission.
- The condition of the artifact presents a threat to the collection, it is too large for storage, or it is too damaged such that the cost of conservation outweighs the historical value.
- The collection has multiple copies of an artifact. The artifacts that then have the poorest condition are recommended first for deaccession.
- The artifact occupies a large storage space, is not a candidate for display, and its retention precludes collection of more historically significant items.
- An artifact may be deaccessioned due to changes to the Gilroy Museum's collection policy, emphasis, or collection trends.

The artifacts recommended for deaccession meet one or more of the listed criteria above.

Artifacts Recommended for Deaccession

Gilroy Museum's Report

Arts & Culture Commission

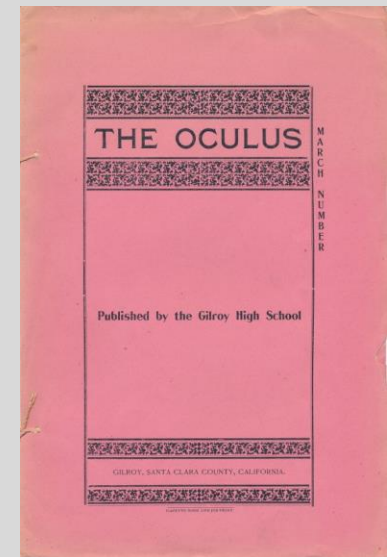
October 14, 2025



Photographs



Objects



Books & Archives

Gilroy Museum's Recommended Deaccessions
Arts & Culture Commission Report
October 14, 2025



Two pews from the Presbyterian Church on 5th and Church Street in Gilroy, California. Made of wood with bent plywood as the body. Dated 1871.
#751A, 751B



Eight, Standard Electric Time Classroom Clocks from the Gilroy Unified School District, 1923
#3840



Two, Standard Electric Time Control clocks from the Eliot Elementary Schools. Used as the master clock for controlling alarm bells. Wood case with door. Wall mounted. #'s 3841 A & 3841 B

Gilroy Museum's Recommended Deaccessions
Arts & Culture Commission Report
October 14, 2025



Upholstered 1890
Victorian armchair
with carved walnut
frame. #3848



1890 Upholstered
Victorian
armchair #3849A



1890 Upholstered
Victorian
armchair #3849B



1890 Upholstered
Victorian armchair
with castors on
front legs #3850

Gilroy Museum's Recommended Deaccessions
Arts & Culture Commission Report
October 14, 2025



Small (gold painted) wood and glass medical cabinet from Dr. David Barton's medical office on 5th Street in Gilroy, CA. #3134



Four, Regency style chairs with olive green velvet seats. c-1939 #'s 4256A-D



A Victorian walnut cylinder desk (roll top) with bookcase above. #4251

Gilroy Museum's Recommended Deaccessions
Arts & Culture Commission Report
October 14, 2025



Upholstered Empire style armchair once owned by Harry E. Maggard (1887-1939), manager at the Gilroy Hot Springs Resort in 1930. #3845



Leather upholstered and adjustable oak desk chair with Greek key design on the legs. Owned originally by Walter Fitzgerald, and later by lawyer, Sidney S. Johnson, Gilroy City Attorney. #6421



1900 Eastlake style chair of Walter & Josephine Gouzenne Sargent. #8368

Gilroy Museum's Recommended Deaccessions
Arts & Culture Commission Report
October 14, 2025



1920 Oil painting on board
with a Native American motif
done by Joseph Sylvia of San
Jose, CA. #4314



1957 Oil painting titled
"Stormy El Toro" by
Grace Ward #7769



Reproduction of painting by
Raeburn, "Boy with Rabbit",
framed #4659

Gilroy Museum's Recommended Deaccessions
Arts & Culture Commission Report
October 14, 2025



Oil painting of floral still life by
Crooks. #3140



1880 Large framed
lithograph of Archbishop
Allemany, first Archbishop
in California. #6031



Framed colored Grace Line
map of Calif., Mexico, and
Central America by Jo Mora.
#67.8.11



Framed colored panorama photograph titled on a plaque "Carquinez Bridge on the Pacific Highway between Vallejo and Crockett." 1927 #627

Gilroy Museum's Recommended Deaccessions
Arts & Culture Commission Report
October 14, 2025



Framed advertising poster for Goodrich Tires that hung at the Forsyth machine shop in Gilroy, CA circa 1900 – 1920
#67.7.4/7729A



1893 Framed advertising poster; G & J Tires, Buckeye Tires, Palmer & Goodrich Co: Plaster frame. Once hung in Forsyth Machine Shop in Gilroy, CA. circa. 1900-1920 #67.7.5/7729B

Gilroy Museum's Recommended Deaccessions
Arts & Culture Commission Report
October 14, 2025



Small wooden desk chair used by Gilroy Justice of the Peace, Leon Tupper Thomas (1885-1965). The chair was used in his chambers during his tenure as J.P. #9029



Wooden filing cabinet with 12 drawers belonged in Judge Leon Thomas's office in City Hall.

Gilroy Museum's Recommended Deaccessions
Arts & Culture Commission Report
October 14, 2025



Walnut bookcase with 2 glass doors.
#67.2.1 Not pictured: Small
wooden table holding the bookcase.
#67.2.2



Large square piano built by Hallet, Davis and Company,
Boston, Massachusetts. Used in an elementary school
for Gilroy kindergarten class in Gilroy, California. Built
1871 #950

Gilroy Museum's Recommended Deaccessions
Arts & Culture Commission Report
October 14, 2025



Pew rail with bible holders, wood. Plaque honoring Harry Bannister adhered to end. St. Stephen's Episcopal Church, Measurements 30" Wide x 120" Length



Large mahogany desk with 7 drawers. (34" x 60")
#67.7.3

Gilroy Museum's Recommended Deaccessions
Arts & Culture Commission Report
October 14, 2025



Painted white wooden
armchair. No number



Two brown leather
armchairs. No Number



Wooden office chair.
No Number

Gilroy Museum's Recommended Deaccessions
Arts & Culture Commission Report
October 14, 2025



Headboard or foot board of a bed.
No number



Partial picture of a headboard and
footboard. No Number

Gilroy Museum's Recommended Deaccessions
Arts & Culture Commission Report
October 14, 2025



Two headboards and footboards of walnut spool bedsteads.
#4252 A&B



City of Gilroy

STAFF REPORT

Agenda Item Title: Acceptance of the Cash and Investment Report as of September 30, 2025

Meeting Date: November 17, 2025
From: Brad Kilger, Interim City Administrator
Department: Finance
Submitted by: Harjot Sangha, Finance Director
Prepared by: Rosemary Guerrero, Finance Manager

STRATEGIC PLAN GOALS: Develop a Financially Resilient Organization

RECOMMENDATION

Accept and file the cash and investment report as of September 30, 2025.

BACKGROUND

The quarterly investment reports are prepared pursuant to the City's investment policy to keep the City Council apprised of the City's investment activities.

ANALYSIS

As of September 30, 2025, the City's cash and investments totaled \$188.7 million, of which primary investments include: \$35.3 million in the Local Agency Investment Fund (LAIF), \$89.2 million in US Treasury securities, \$21.3 million in other Federal Agency, and \$27.8 million in the California CLASS PRIME Fund.

In addition, there is approximately \$15.1 million in cash, of which \$13.8 million is held by Fiscal Agents in the Trustee capacity for various bond issues, including bond proceeds, debt service reserves, bond payments, and other post-employment benefits (OPEB) and pensions. The majority of this balance (\$7.3 million) consists of the City of Gilroy's share of the Acquisition and Construction Funds for the SCRWA Plant Expansion Project, and the remaining portion primarily consists of the Section 115 Trusts for OPEB and pension (\$6.3 million). The fiscal year-to-date interest earnings are \$2.0 million,

which includes accrued interest as well as amortization of the discount on the securities held, with an effective rate of return is 3.9%.

ALTERNATIVES

None.

FISCAL IMPACT/FUNDING SOURCE

There are no direct fiscal impacts to receiving and filing the quarterly cash and investment report. This is an activity included in the Finance Department's annual work plan.

Attachments:

- 1) Cash and Investment as of 09302025 - Signed

CITY OF GILROY
INVESTMENT REPORT
SEPTEMBER 2025



TABLE OF CONTENTS

1.	PORTFOLIO SUMMARY REPORT.....	1 - 3
2.	INVESTMENTS BY ISSUER REPORT.....	4 - 6
3.	INVESTMENT ACTIVITY.....	7 - 8
4.	QUARTERLY MOVEMENT OVER THE LAST TWELVE MONTHS.....	9
5.	MOVEMENT OVER THE LAST TWO YEARS - GRAPHICAL PRESENTATION.....	10
6.	INVESTMENT PORTFOLIO - GRAPHICAL PRESENTATION.....	11 - 12
7.	INTEREST EARNINGS: FISCAL YEARS 2016 - 2026.....	13





City of Gilroy
Portfolio Management
Portfolio Summary
September 30, 2025

City of Gilroy
 7351 Rosanna Street
 Gilroy, CA 95020
 (408)846-0294

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
LAIF	35,277,344.67	35,277,344.67	35,277,344.67	20.32	1	1	4.182	4.240
Federal Agency Non-Amortized	21,250,000.00	21,248,412.50	21,250,000.00	12.24	599	401	4.278	4.337
Treasury Notes Securities	89,698,300.00	89,340,014.14	89,208,746.30	51.38	486	203	4.186	4.245
California Class	27,884,665.26	27,884,665.26	27,884,665.26	16.06	1	1	4.284	4.343
	174,110,309.93	173,750,436.57	173,620,756.23	100.00%	323	154	4.212	4.271
Investments								
Cash & Monies Held with Fiscal Agents								
Passbook/Checking (not included in yield calculations)	15,090,232.59	15,090,232.59	15,090,232.59		1	1	0.000	0.000
Total Cash and Investments	189,200,542.52	188,840,669.16	188,710,988.82		323	154	4.212	4.271

Total Earnings	September 30 Month Ending	Fiscal Year To Date
Current Year	616,814.76	1,990,453.40
Average Daily Balance	194,402,830.47	201,140,728.20
Effective Rate of Return	3.86%	3.93%
6 Month T-Bill Benchmark:	3.72%	

- NOTES:
1. The Maturity Aging Factor of the City's Portfolio = 5.13 months.
 2. The unrealized gain resulting from an increase in Market Values obtained from U.S. Bank of all Securities (excluding LAIF) = \$129,680.34
 3. The LAIF balance shown includes \$5,865,563 in bond proceeds from the Gilroy Library 2010 Bonds that can be used exclusively for the construction of the library.

This is to certify that this schedule of investments is in compliance with the City of Gilroy's investment policy and that there are adequate funds available to meet the City's budgeted and actual expenses for the next six months.



 Harjot Sangha, Finance Director

11/06/2025

Reporting period 07/01/2025-09/30/2025

**City of Gilroy
Portfolio Management
Portfolio Details - Investments
September 30, 2025**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
LAIF												
SYSLAIF01	LAIF01	LAIF - City of Gilroy			20,484,576.25	20,484,576.25	20,484,576.25	4.240	4.182	4.240	1	
SYSLAIF03	LAIF03	LAIF - Industrial Dev. Auth.			8,927,205.43	8,927,205.43	8,927,205.43	4.240	4.182	4.240	1	
LAIF05	LAIF05	LAIF LIBRARY			5,865,562.99	5,865,562.99	5,865,562.99	4.240	4.182	4.240	1	
Subtotal and Average			38,260,678.00		35,277,344.67	35,277,344.67	35,277,344.67		4.182	4.240	1	
Federal Agency Non-Amortized												
3130B4XH9	USB-28	Federal Home Loan Bank Board		02/07/2025	11,250,000.00	11,252,812.50	11,250,000.00	4.420	4.359	4.420	491	02/04/2027
3130B63Y0	USB-29	Federal Home Loan Bank Board		04/30/2025	10,000,000.00	9,995,600.00	10,000,000.00	4.240	4.186	4.245	300	07/28/2026
Subtotal and Average			21,250,000.00		21,250,000.00	21,248,412.50	21,250,000.00		4.278	4.337	401	
Treasury Notes Securities												
91282CJE2	USB-20	U. S. TREASURY NOTES		01/31/2024	9,294,000.00	9,299,855.22	9,298,114.67	5.000	4.368	4.429	30	10/31/2025
91282CAT8	USB-24	U. S. TREASURY NOTES		07/31/2024	10,461,900.00	10,428,840.40	10,425,449.58	0.250	4.606	4.670	30	10/31/2025
91282CBH3	USB-25	U. S. TREASURY NOTES		07/31/2024	10,092,000.00	9,971,905.20	9,957,345.09	0.375	4.499	4.562	122	01/31/2026
91282CJV4	USB-26	U. S. TREASURY NOTES		10/31/2024	9,694,000.00	9,700,785.80	9,694,303.27	4.250	4.178	4.236	122	01/31/2026
91282CBW0	USB-27	U. S. TREASURY NOTES		01/31/2025	20,000,000.00	19,647,600.00	19,612,856.83	0.750	4.158	4.216	211	04/30/2026
91282CLB5	USB-30	U. S. TREASURY NOTES		04/30/2025	9,910,000.00	9,957,568.00	9,952,839.82	4.375	3.781	3.833	303	07/31/2026
91282CLS8	USB-31	U. S. TREASURY NOTES		07/31/2025	20,246,400.00	20,333,459.52	20,267,837.04	4.125	3.964	4.019	395	10/31/2026
Subtotal and Average			89,153,381.72		89,698,300.00	89,340,014.14	89,208,746.30		4.186	4.245	203	
California Class												
CLASS PRIME	CLASS	California Class			27,884,665.26	27,884,665.26	27,884,665.26	4.343	4.284	4.343	1	
Subtotal and Average			27,790,345.18		27,884,665.26	27,884,665.26	27,884,665.26		4.284	4.343	1	
Total and Average			194,402,830.47		174,110,309.93	173,750,436.57	173,620,756.23		4.212	4.271	154	

**City of Gilroy
Portfolio Management
Portfolio Details - Cash
September 30, 2025**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity
Monies Held by Fiscal Agents											
WASTEWATER BOND	CONSTRUCTION	U. S. BANK		07/01/2025	7,269,435.60	7,269,435.60	7,269,435.60	0.000	0.000		1
LEASE REV 2020A	INT FUND	U. S. BANK		07/01/2025	0.01	0.01	0.01	0.000	0.000		1
LEASE REV 2022A	INTE FUND	U. S. BANK		07/01/2025	192.22	192.22	192.22	0.000	0.000		1
LEASE REV 2020A	PRIN FUND	U. S. BANK		07/01/2025	4.59	4.59	4.59	0.000	0.000		1
LEASE REV 2022A	PRINC FUND	U. S. BANK		07/01/2025	1,117.78	1,117.78	1,117.78	0.000	0.000		1
WASTEWATER BOND	PYMT FUND	U. S. BANK		07/01/2025	1,423.42	1,423.42	1,423.42	0.000	0.000		1
CFD HWY 152	RESERVE FUND	U. S. BANK		07/01/2025	291,562.14	291,562.14	291,562.14	0.000	0.000		1
LEASE REV 2020A	REVENUE FUND	U. S. BANK		07/01/2025	223.81	223.81	223.81	0.000	0.000		1
CFD HWY 152	SPECIAL TAX	U. S. BANK		07/01/2025	6,190.44	6,190.44	6,190.44	0.000	0.000		1
Section 115 Trust Held by PARS											
OPEB	OPEB	Public Agency Retirement Servi		07/01/2025	1,102,406.57	1,102,406.57	1,102,406.57	0.000	0.000		1
PENSION	PENSION	Public Agency Retirement Servi		07/01/2025	5,169,294.65	5,169,294.65	5,169,294.65	0.000	0.000		1
Wells Fargo Checking											
SYSWFB	WELLS FARGO	WELLS FARGO			646,129.21	646,129.21	646,129.21	0.000	0.000		1
Other Banks-Misc.Account-Petty Cash											
SYSUNDERCOV	UNDERCOV	CHASE BANK		07/01/2025	698.30	698.30	698.30	0.000	0.000		1
SYS/MUFG	MUFG	MUFG / UNION BANK		07/01/2025	0.00	0.00	0.00	0.000	0.000		1
SYSPETTY	PETTY	PETTY CASH		07/01/2025	2,661.56	2,661.56	2,661.56	0.000	0.000		1
SYS/USBANK	USB-CASH	U. S. BANK		07/01/2025	268,523.60	268,523.60	268,523.60	0.000	0.000		1
SYSBAIL	BAIL	WELLS FARGO		07/01/2025	0.00	0.00	0.00	0.000	0.000		1
SYSDISCOVERY	DISCOVERY	WELLS FARGO		07/01/2025	147,397.08	147,397.08	147,397.08	0.000	0.000		1
SYSICS	ICS	WELLS FARGO		07/01/2025	181,376.61	181,376.61	181,376.61	0.000	0.000		1
SYSWORKING	WORKING	WORKING CASH		07/01/2025	1,595.00	1,595.00	1,595.00	0.000	0.000		1
		Average Balance	0.00								1
Total Cash and Investments			194,402,830.47		189,200,542.52	188,840,669.16	188,710,988.82	4.212	4.271		154



**City of Gilroy
Investments by Issuer
Active Investments
Sorted by Type
September 30, 2025**

City of Gilroy
7351 Rosanna Street
Gilroy, CA 95020
(408)846-0294

CUSIP	Investment #	Security Type	Investment Class	Book Value	Current Rate	Market Value	Market Date	YTM 365	Redemption Date	Call Date	Collateral
CHASE BANK											
SYSUNDERCOV	UNDERCOV	Other Banks-Misc.Account-Petty Cash	Fair	698.30		698.30	09/30/2025				1
Subtotal and Average				698.30		698.30					1
California Class											
CLASS PRIME	CLASS	California Class	Fair	27,884,665.26	4.343	27,884,665.26	09/30/2025	4.343			1
Subtotal and Average				27,884,665.26		27,884,665.26		4.343			1
Federal Home Loan Bank Board											
3130B4XH9	USB-28	Federal Agency Non-Amortized	Fair	11,250,000.00	4.420	11,252,812.50	09/30/2025	4.420	02/04/2027	491	02/04/2026
3130B63Y0	USB-29	Federal Agency Non-Amortized	Fair	10,000,000.00	4.240	9,995,600.00	09/30/2025	4.245	07/28/2026	300	10/28/2025
Subtotal and Average				21,250,000.00		21,248,412.50		4.337			401
LAIF - City of Gilroy											
SYSLAIF01	LAIF01	LAIF	Fair	20,484,576.25	4.240	20,484,576.25	09/30/2025	4.240			1
Subtotal and Average				20,484,576.25		20,484,576.25		4.240			1
LAIF - Industrial Dev. Auth.											
SYSLAIF03	LAIF03	LAIF	Fair	8,927,205.43	4.240	8,927,205.43	09/30/2025	4.240			1
Subtotal and Average				8,927,205.43		8,927,205.43		4.240			1
LAIF LIBRARY											
LAIF05	LAIF05	LAIF	Fair	5,865,562.99	4.240	5,865,562.99	09/30/2025	4.240			1
Subtotal and Average				5,865,562.99		5,865,562.99		4.240			1
MUFG / UNION BANK											
SYS/MUFG	MUFG	Other Banks-Misc.Account-Petty Cash	Fair	0.00		0.00					1
Subtotal and Average				0.00		0.00					1
Public Agency Retirement Servi											
OPEB	OPEB	Section 115 Trust Held by PARS	Fair	1,102,406.57		1,102,406.57	09/30/2025				1
PENSION	PENSION	Section 115 Trust Held by PARS	Fair	5,169,294.65		5,169,294.65	09/30/2025				1

**City of Gilroy
Investments by Issuer
Sorted by Type**

CUSIP	Investment #	Security Type	Investment Class	Book Value	Current Rate	Market Value	Market Date	YTM 365	Redemption Date	Call Date	Collateral
Subtotal and Average				6,271,701.22		6,271,701.22				1	
PETTY CASH											
SYSPETTY	PETTY	Other Banks-Misc.Account-Petty Cash	Fair	2,661.56		2,661.56	09/30/2025				1
Subtotal and Average				2,661.56		2,661.56					1
U. S. BANK											
WASTEWATER BOND	CONSTRUCTION	Monies Held by Fiscal Agents	Fair	7,269,435.60		7,269,435.60	09/30/2025				1
LEASE REV 2020A	INT FUND	Monies Held by Fiscal Agents	Fair	0.01		0.01	09/30/2025				1
LEASE REV 2022A	INTE FUND	Monies Held by Fiscal Agents	Fair	192.22		192.22	09/30/2025				1
LEASE REV 2020A	PRIN FUND	Monies Held by Fiscal Agents	Fair	4.59		4.59	09/30/2025				1
LEASE REV 2022A	PRINC FUND	Monies Held by Fiscal Agents	Fair	1,117.78		1,117.78	09/30/2025				1
WASTEWATER BOND	PYMT FUND	Monies Held by Fiscal Agents	Fair	1,423.42		1,423.42	09/30/2025				1
CFD HWY 152	RESERVE FUND	Monies Held by Fiscal Agents	Fair	291,562.14		291,562.14	09/30/2025				1
LEASE REV 2020A	REVENUE FUND	Monies Held by Fiscal Agents	Fair	223.81		223.81	09/30/2025				1
CFD HWY 152	SPECIAL TAX	Monies Held by Fiscal Agents	Fair	6,190.44		6,190.44	09/30/2025				1
SYS/USBANK	USB-CASH	Other Banks-Misc.Account-Petty Cash	Fair	268,523.60		268,523.60	09/30/2025				1
Subtotal and Average				7,838,673.61		7,838,673.61					1
U. S. TREASURY NOTES											
91282CJE2	USB-20	Treasury Notes Securities	Fair	9,298,114.67	5.000	9,299,855.22	09/30/2025	4.429	10/31/2025		30
91282CAT8	USB-24	Treasury Notes Securities	Fair	10,425,449.58	0.250	10,428,840.40	09/30/2025	4.670	10/31/2025		30
91282CBH3	USB-25	Treasury Notes Securities	Fair	9,957,345.09	0.375	9,971,905.20	09/30/2025	4.562	01/31/2026		122
91282CJV4	USB-26	Treasury Notes Securities	Fair	9,694,303.27	4.250	9,700,785.80	09/30/2025	4.236	01/31/2026		122
91282CBW0	USB-27	Treasury Notes Securities	Fair	19,612,856.83	0.750	19,647,600.00	09/30/2025	4.216	04/30/2026		211
91282CLB5	USB-30	Treasury Notes Securities	Fair	9,952,839.82	4.375	9,957,568.00	09/30/2025	3.833	07/31/2026		303
91282CLS8	USB-31	Treasury Notes Securities	Fair	20,267,837.04	4.125	20,333,459.52	09/30/2025	4.019	10/31/2026		395
Subtotal and Average				89,208,746.30		89,340,014.14		4.245			203
WELLS FARGO											
SYSWFB	WELLS FARGO	Wells Fargo Checking	Fair	646,129.21		646,129.21	09/30/2025				1
SYSBAIL	BAIL	Other Banks-Misc.Account-Petty Cash	Fair	0.00		0.00					1
SYSDISCOVERY	DISCOVERY	Other Banks-Misc.Account-Petty Cash	Fair	147,397.08		147,397.08	09/30/2025				1
SYSICS	ICS	Other Banks-Misc.Account-Petty Cash	Fair	181,376.61		181,376.61	09/30/2025				1
Subtotal and Average				974,902.90		974,902.90					1
WORKING CASH											

**City of Gilroy
Investments by Issuer
Sorted by Type**

CUSIP	Investment #	Security Type	Investment Class	Book Value	Current Rate	Market Value	Market Date	YTM 365	Redemption Date	Call Date	Collateral
SYSWORKING	WORKING	Other Banks-Misc.Account-Petty Cash	Fair	1,595.00		1,595.00	09/30/2025			1	
Subtotal and Average				1,595.00		1,595.00				1	
Total and Average				188,710,988.82		188,840,669.16		3.929		141	



**City of Gilroy
Purchases Report
Sorted by Type - Type
July 1, 2025 - September 30, 2025**

City of Gilroy
7351 Rosanna Street
Gilroy, CA 95020
(408)846-0294

CUSIP	Investment #	Type	Sec. Type	Issuer	Original Par Value	Purchase Date	Payment Periods	Principal Purchased	Accrued Interest at Purchase	Rate at Purchase	Maturity Date	YTM	Ending Book Value
CHECKING ACCOUNTS													
SYSUNDERCOV	UNDERCOV	CHECKING	PA2	CHASE	698.30	07/01/2025	08/01 - Monthly	698.30					698.30
SYS/MUFG	MUFG	CHECKING	PA2	MUFG	0.00	07/01/2025	01/31 - Monthly	0.00					0.00
OPEB	OPEB	CHECKING	LA3	PARS	1,055,439.23	07/01/2025	07/31 - Monthly	1,055,439.23					1,102,406.57
PENSION	PENSION	CHECKING	LA3	PARS	4,613,782.57	07/01/2025	07/31 - Monthly	4,613,782.57					5,169,294.65
SYSPETTY	PETTY	CHECKING	PA2	PETTY	2,661.56	07/01/2025	08/01 - Monthly	2,661.56					2,661.56
WASTEWATER	CONSTRUCTION	CHECKING	LA2	USBANK	7,544,461.26	07/01/2025	07/31 - Monthly	7,544,461.26					7,269,435.60
LEASE REV 2020A	INT FUND	CHECKING	LA2	USBANK	0.01	07/01/2025	07/31 - Monthly	0.01					0.01
LEASE REV 2022A	INTE FUND	CHECKING	LA2	USBANK	190.41	07/01/2025	07/31 - Monthly	190.41					192.22
LEASE REV 2020A	PRIN FUND	CHECKING	LA2	USBANK	4.54	07/01/2025	07/31 - Monthly	4.54					4.59
LEASE REV 2022A	PRINC FUND	CHECKING	LA2	USBANK	1,107.25	07/01/2025	07/31 - Monthly	1,107.25					1,117.78
WASTEWATER	PYMT FUND	CHECKING	LA2	USBANK	880.41	07/01/2025	07/31 - Monthly	880.41					1,423.42
CFD HWY 152	RESERVE FUND	CHECKING	LA2	USBANK	294,425.49	07/01/2025	07/31 - Monthly	294,425.49					291,562.14
LEASE REV 2020A	REVENUE FUND	CHECKING	LA2	USBANK	221.61	07/01/2025	07/31 - Monthly	221.61					223.81
CFD HWY 152	SPECIAL TAX	CHECKING	LA2	USBANK	6,804.15	07/01/2025	07/31 - Monthly	6,804.15					6,190.44
SYS/USBANK	USB-CASH	CHECKING	PA2	USBANK	25,208.99	07/01/2025	07/01 - Monthly	25,208.99					268,523.60
SYSBAIL	BAIL	CHECKING	PA2	WFB	0.00	07/01/2025	08/01 - Monthly	0.00					0.00
SYSDISCOVERY	DISCOVERY	CHECKING	PA2	WFB	131,208.54	07/01/2025	02/01 - Monthly	131,208.54					147,397.08
SYSICS	ICS	CHECKING	PA2	WFB	349,801.51	07/01/2025	10/31 - Monthly	349,801.51					181,376.61
SYSWORKING	WORKING	CHECKING	PA2	WORKIN	1,595.00	07/01/2025	08/01 - Monthly	1,595.00					1,595.00
				Subtotal	14,028,490.83			14,028,490.83	0.00				14,444,103.38
NOT CALLABLE													
91282CLS8	USB-31	NOT	TRC	USTN	20,246,400.00	07/31/2025	10/31 - 04/30	20,271,201.84	208,791.00	4.125	10/31/2026	4.019	20,267,837.04
				Subtotal	20,246,400.00			20,271,201.84	208,791.00				20,267,837.04
				Total Purchases	34,274,890.83			34,299,692.67	208,791.00				34,711,940.42



City of Gilroy
 7351 Rosanna Street
 Gilroy, CA 95020
 (408)846-0294

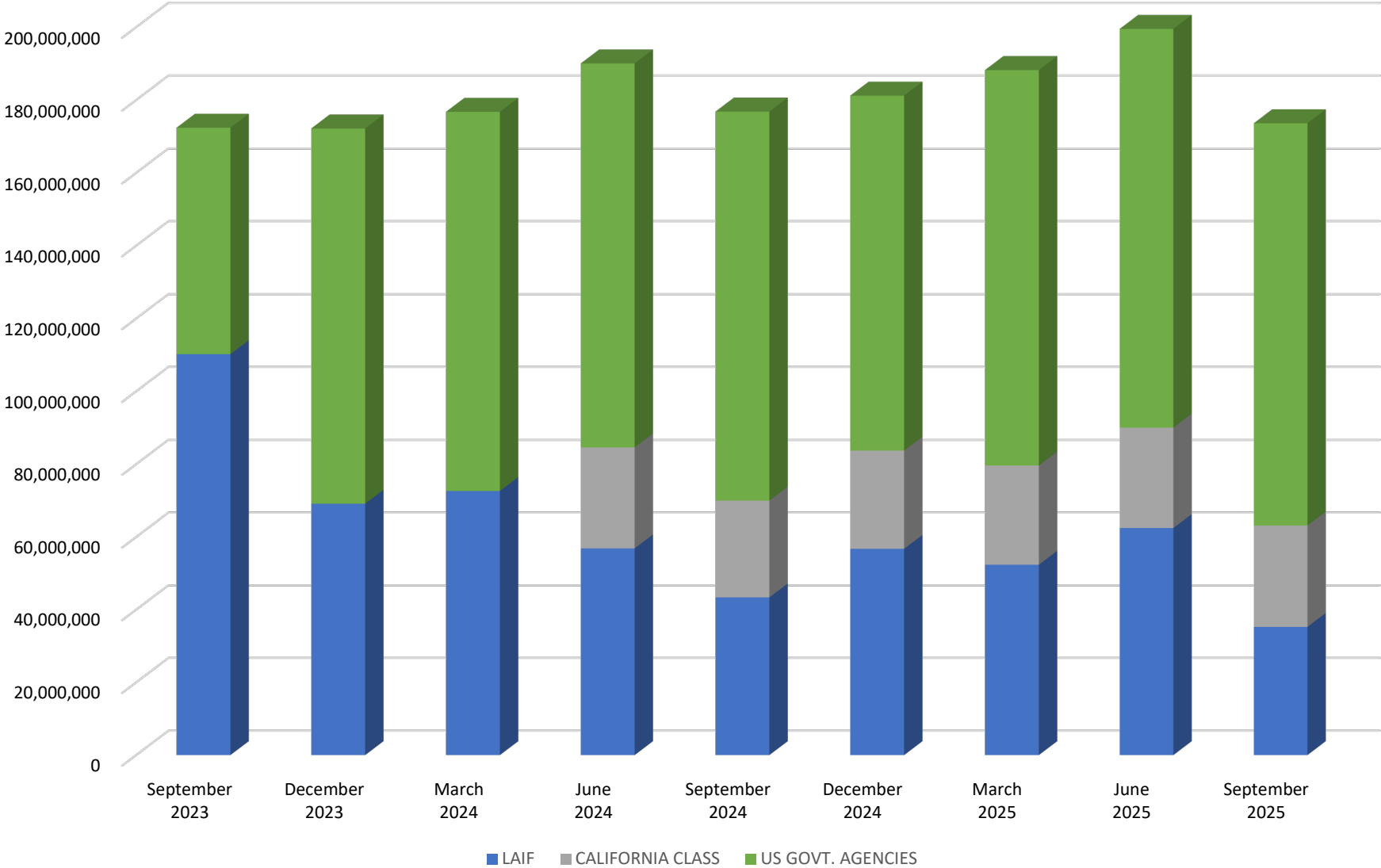
City of Gilroy
Maturity Report
Sorted by Maturity Date
Amounts due during July 1, 2025 - September 30, 2025

CUSIP	Investment #	Type	Sec. Type	Issuer	Par Value	Maturity Date	Purchase Date	Rate at Maturity	Book Value at Maturity	Interest	Maturity Proceeds	Net Income
91282CAB7	USB-14	NOT	TRC	USTN	8,915,000.00	07/31/2025	11/07/2023	0.250	8,915,000.00	11,143.75	8,926,143.75	11,143.75
91282CHN4	USB-21	NOT	TRC	USTN	9,905,300.00	07/31/2025	04/30/2024	4.750	9,905,300.00	235,250.88	10,140,550.88	235,250.88
91282CAB7	USB-23	NOT	TRC	USTN	868,700.00	07/31/2025	07/31/2024	0.250	868,700.00	1,085.88	869,785.88	1,085.88
Total Maturities					19,689,000.00				19,689,000.00	247,480.51	19,936,480.51	247,480.51

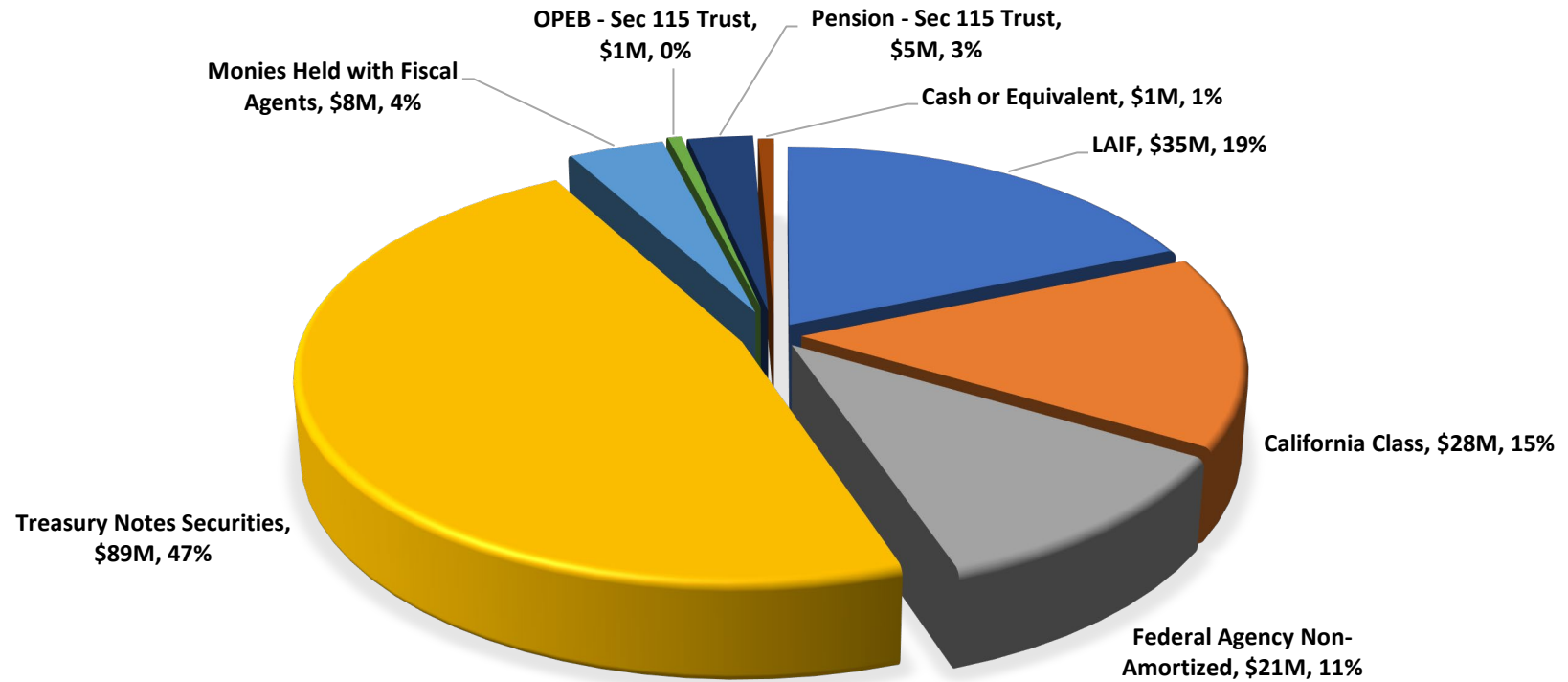
Quarterly Movement of Investments over the Last 4 Quarters

DESCRIPTION	Dec 2024	Mar 2025	Jun 2025	Sep 2025	% of Total Sep
LAIF:					
CITY OF GILROY	42,446,881	37,894,655	47,832,701	20,484,576	11.80%
GILROY INDUSTRIAL DEV AGENCY	8,633,796	8,734,209	8,830,459	8,927,205	5.14%
GILROY LIBRARY 2010 BOND	5,672,780	5,738,756	5,801,996	5,865,563	3.38%
SUB TOTAL	56,753,457	52,367,619	62,465,156	35,277,345	20.32%
CALIFORNIA CLASS	26,991,063	27,285,684	27,583,616	27,884,665	16.06%
US GOVERNMENTAL AGENCIES:					
FEDERAL AGENCY NON-AMORTIZED	-	-	21,250,000	21,250,000	12.24%
TREASURY NOTES SECURITIES	86,486,293	108,566,845	88,234,366	89,208,746	51.38%
TREASURY BILL-AMORTIZING	10,969,743	-	-	-	0.00%
SUB TOTAL	97,456,037	108,566,845	109,484,366	110,458,746	63.62%
GRAND TOTAL (Book Value)	181,200,557	188,220,147	199,533,138	173,620,756	100.00%

**City of Gilroy
Investments From:
September 30, 2023 to September 30, 2025**

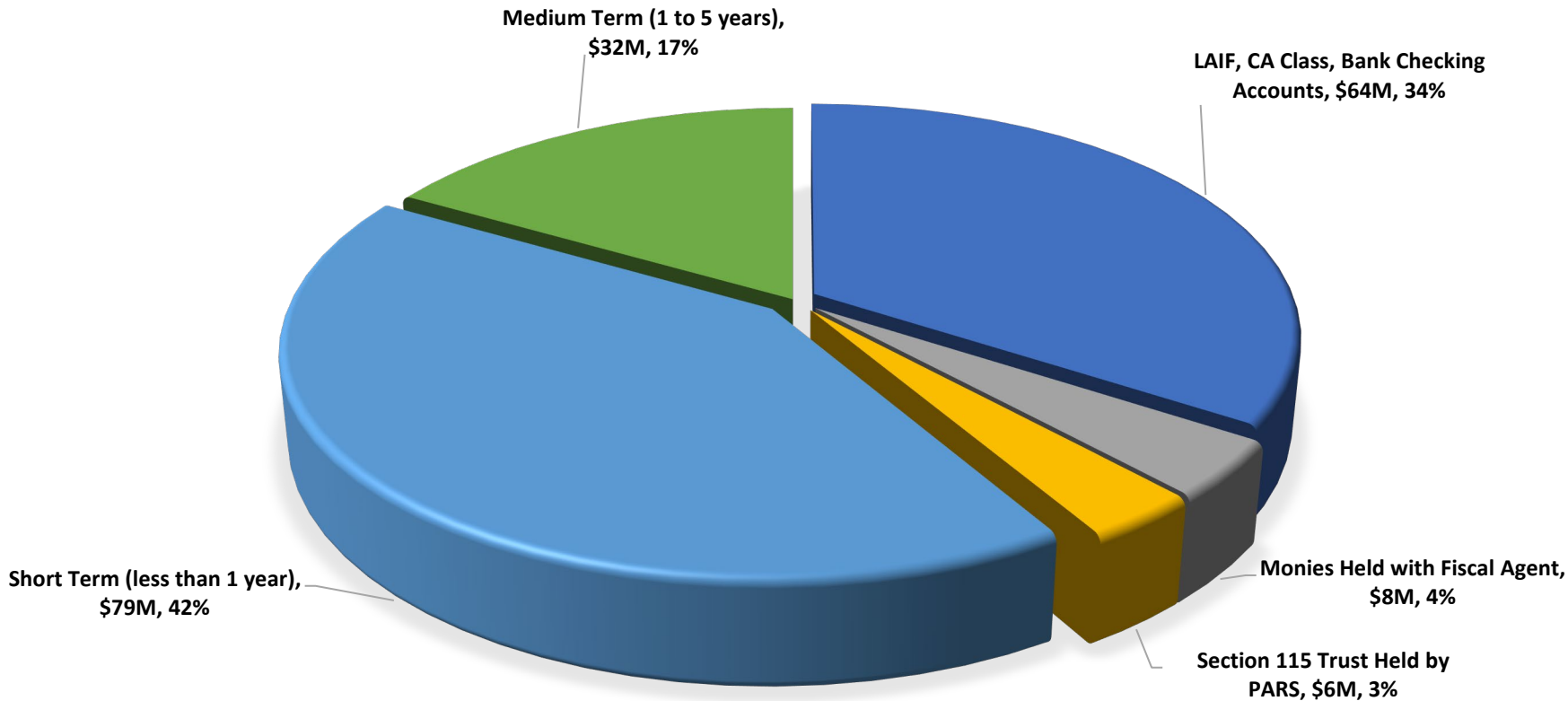


Book Value by Investment Type As of September 30, 2025



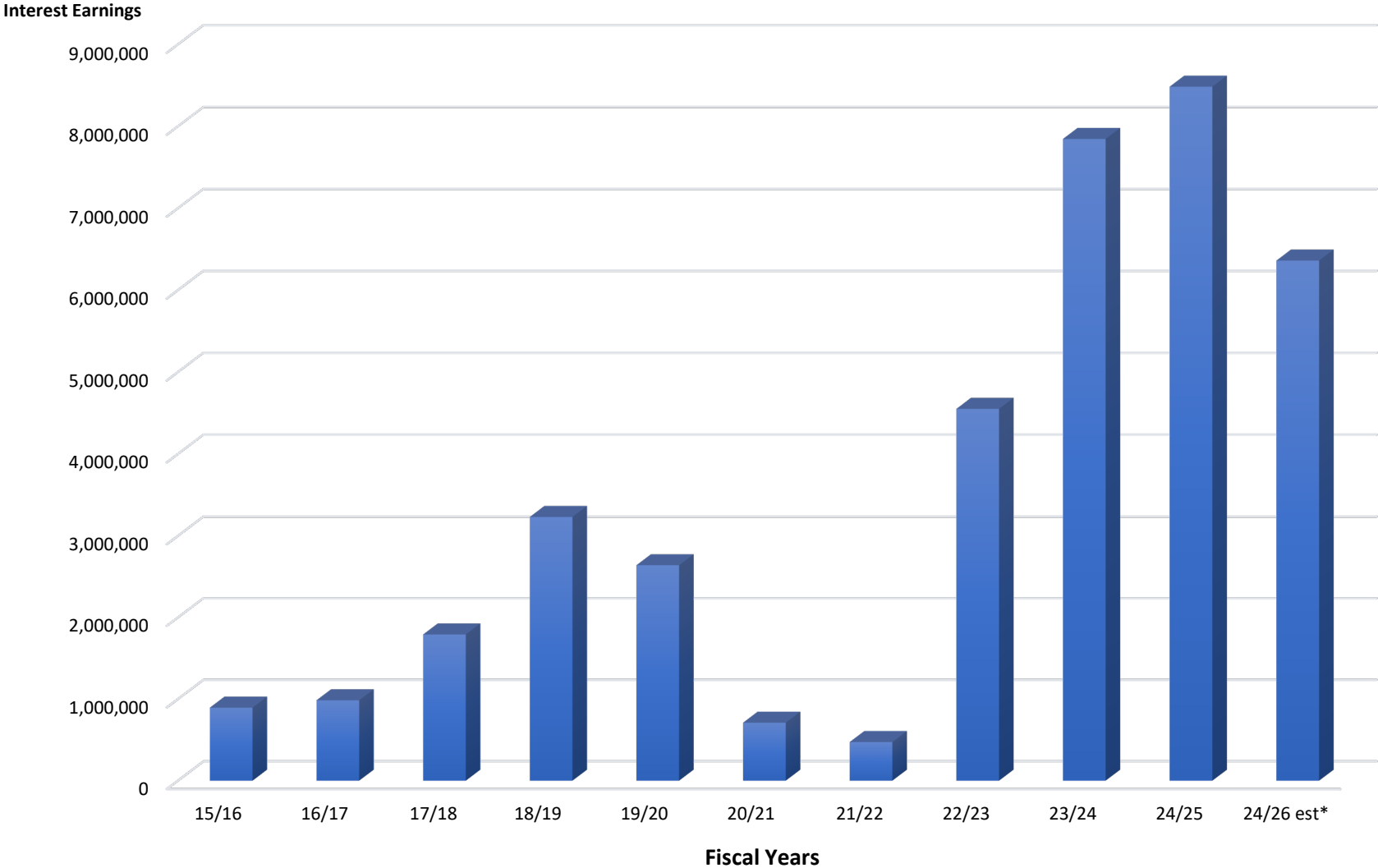
Value of Portfolio: \$188,710,989

Portfolio By Maturity As of September 30, 2025



Value of Portfolio: \$188,710,989

City of Gilroy Interest Earnings FY2016 - FY2026



*Estimate of full year interest earnings for FY25/26



City of Gilroy

STAFF REPORT

Agenda Item Title: Adoption of an Ordinance of the City Council of the City of Gilroy Amending Chapter 30, Article LIV of the Gilroy City Code Relating to Accessory Dwelling Units (Z 25-02)

Meeting Date: November 17, 2025

From: Brad Kilger, Interim City Administrator

Department: Community Development

Submitted by: Sharon Goei, Community Development Director

Prepared by: Michael Fossati, Planning Manager

STRATEGIC PLAN GOALS: Promote Safe and Affordable Housing for All

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 accessory dwelling units and find the ordinance is statutorily exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15282(h) for the adoption of an ordinance regarding second unit in a single-family or multifamily residential zone by a city or county to implement the provisions of Sections 66314 and 66333 of the Government Code as set forth in Section 21080.17 of the Public Resources Code.

EXECUTIVE SUMMARY

State legislation bills SB 477, AB 2533, SB 1211 and SB 1077 established new requirements for Accessory Dwelling Units (ADUs) for 2025. The proposed zoning text amendments are recommended to ensure the city code is consistent with the provisions of those bills and state law.

BACKGROUND

On October 16, 2025, the Planning Commission considered and voted 6-0-1 (one

absent) recommending the adoption of an ordinance amending Chapter 30, Article LIV of the Gilroy City Code relating to accessory dwelling units, which includes zoning text amendments to ensure the city code is compliant with state law.

On November 3, 2025, the City Council approved to introduce the ordinance and find the ordinance statutorily exempt from CEQA per Section 21080.17 of the Public Resources Code and Section 15282(h) of the CEQA Guidelines which statutorily exempts adoption of an ADU ordinance from environmental review per the provisions of Section 65852.1 and 65852.2 of the Government Code, which are now referenced as Government Code Sections 66314 and 66333.

ANALYSIS

The City Council is now being asked to adopt the proposed ADU ordinance previously discussed at the November 3rd, 2025 City Council meeting. Once adopted, the ordinance will take effect thirty (30) days from the date of adoption, or December 17, 2025.

ALTERNATIVES

The Council may choose not to adopt the ordinance. This is not recommended as Council has provided direction to staff. If the Council decides to amend the proposed ordinance, staff will provide a revised version.

FISCAL IMPACT/FUNDING SOURCE

Staff time and resources required to adopt new zoning regulations to implement the state requirements are typically funded under the Department's operational budget and through the City's General Fund.

PUBLIC OUTREACH

Public noticing is only required for the initial hearings at the Planning Commission and during the City Council's introduction stages. No additional notice is necessary for the second reading or adoption unless there are substantial changes made. The public hearings on October 16 and November 3, 2025 were properly noticed, and no modifications were proposed.

NEXT STEPS

If adopted, the proposed ordinance will become effective in 30 days following adoption and staff will submit the adopted ADU ordinance for review by the State of California

Housing and Community Development Department (HCD) to verify compliance with state law. HCD requires submittal within 60 days.

Attachments:

1. Proposed ADU Ordinance

ORDINANCE 2025-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GILROY AMENDING THE GILROY CITY CODE, CHAPTER 30 (ZONING), ARTICLE LIV REGARDING ACCESSORY DWELLING UNITS

WHEREAS, the Gilroy City Code Chapter 30 (Zoning), Article LIV currently regulates Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) within the city; and

WHEREAS, Senate Bill No. 477 was signed by the Governor and filed with the Secretary of State on March 25, 2024, which, among other things, amended and reorganized various sections of the California Government Code related to ADUs and JADUs, specifically moving and consolidating provisions into the new Chapter 13, commencing with Section 66310 of Division 1 of Title 7 of the Government Code, which became effective March 25, 2024 as an urgency ordinance; and

WHEREAS, Senate Bill No. 1211 was signed by the Governor and filed with the Secretary of State on September 19, 2024, and amended Sections 66313, 66314, and 66323 of the California Government Code, which became effective January 1, 2025; and

WHEREAS, Senate Bill No. 1077, was signed by the Governor and filed with the Secretary of State on September 22, 2024, and amended Section 30500.5 of the Public Resource Code, and became effective January 1, 2025; and

WHEREAS, Assembly Bill No. 2533 was signed by the Governor and filed with the Secretary of State on September 28, 2024, and amended Section 66332 of the Government Code, and became effective January 1, 2025; and

WHEREAS, the approved bills required text amendments to the Gilroy City Code Chapter 30, Article LIV to remain in compliance with State ADU Law; and

WHEREAS, the adoption of the Zoning Ordinance text amendments is statutorily exempt from review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Public Resources Code Section 21080.17 and CEQA Guidelines Section 15282(h) because it is a project for the adoption of an ordinance by a city to implement the articles of the Government Code commencing with Section 66314 and 66333 of the Government Code (the ADU statutes); and

WHEREAS, on October 16, 2025, the Planning Commission held a duly noticed public meeting, 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 (Z 25-02); and

WHEREAS, the City Council held a duly noticed public hearing on November 3, and November 17, 2025, at which time the City Council received and considered Zoning Amendment file number Z 25-02, took and considered written and oral public testimony, the staff report, and all other documentation related to application Z 25-02; and

WHEREAS, in accordance with City of Gilroy Chapter 30 (Zoning), Article LII (Amendment to the Zoning Ordinance), the Planning Commission has recommended, and the City Council finds, that the proposed Zoning Ordinance text amendment is necessary to carry out the general purpose of the Zoning Ordinance, and applicable General Plan goals and policies including Gilroy 2040 General Plan Land Use Goal LU 3 to provide a variety of housing types that offer choices for Gilroy residents and create complete, livable neighborhoods; Gilroy 2023-2031 Housing Element Goal 1 (Housing Production) to encourage the production of a variety of housing types for Gilroy residents; and Gilroy 2023-2031 Housing Element Goal 2 (Removal of Government Constraints) to periodically review City regulations and ordinances to ensure that they do not constrain housing development and are consistent with state law; 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), Article LIV, set forth in Exhibit 'A' regarding accessory dwelling units, 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 ___ 2025 by the following roll call vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

APPROVED:

Greg Bozzo, Mayor

ATTEST:

Kim Mancera, City Clerk

EXHIBIT 'A' of ORDINANCE 2025-XX

ARTICLE LIV. ACCESSORY DWELLING UNITS

30.54.10: Purpose and intent.

The intent of this article is to provide for accessory dwelling units and junior accessory dwelling units on lots zoned to allow single-family, duplex and multifamily dwelling residential use and that include a proposed or existing primary residential dwelling consistent with California Government Code Section 66310 *et seq.* Accessory dwelling units contribute needed housing to the City of Gilroy's housing stock and enhance housing opportunities. An accessory dwelling unit is considered a residential use that is consistent with the existing general plan and zoning designations for the lot. The accessory dwelling unit is not included in calculation of residential density for the purposes of determining general plan conformance.

30.54.20: General requirements.

Notwithstanding any local ordinance regulating the issuance of variances or special use permits, or regulations adopted herein to the contrary, an application for a building permit to construct an accessory dwelling unit or junior accessory dwelling unit shall be approved or denied ministerially without discretionary review or hearing within sixty (60) days from the date the city receives a completed application if there is an existing single-family or multifamily dwelling on the lot. The following requirements apply to all accessory dwelling units:

(a) An accessory dwelling unit shall not be rented for periods less than thirty (30) days. Short-term rentals are prohibited.

(b) An accessory dwelling unit shall not be sold separately from the primary residential structure except as permitted by California Government Code Section 66341.

(c) Prior to the final building inspection for an accessory dwelling unit and/or a junior accessory dwelling unit, the owner must record a deed restriction stating that any accessory dwelling unit on the property may not be rented for periods less than thirty (30) days and that any accessory dwelling unit may not be transferred or sold separately from the primary residential structure except as permitted by California Government Code Section 66341.

(d) The installation of fire sprinklers shall not be required for an accessory dwelling unit if sprinklers are not otherwise required for the primary residence.

(e) Accessory dwelling units are subject to the objective design standards and other zoning requirements of the zoning district in which the existing primary dwelling is located and must be built in accordance with the building code set forth in Chapter 6, except for those design, zoning, and building standards inconsistent with state requirements under California Government Code 66310 *et seq.* Objective design standards and other zoning requirements will not be imposed if they would preclude the construction of at least an eight hundred (800) square foot attached or detached

dwelling unit with four (4) foot side and rear yard setbacks.

(f) An accessory dwelling unit is not subject to residential accessory structure regulations.

(g) An accessory dwelling unit will not be subject to any charges and fees other than building permit fees generally applicable to residential construction in the zone in which the property is located, except as otherwise provided herein.

(h) Any connection fees and capacity charges that may be required must be assessed in compliance with the provisions of Government Code Sections 66324 and 66338.

(i) The accessory dwelling unit must contain water, sewer and gas and/or electric utility connections that are in working condition upon its occupancy. The accessory dwelling unit may be serviced by the primary residence or may have separate utility meters. The accessory dwelling unit will not be considered a new residential use for the purpose of calculating connection fees or capacity charges for these utilities.

(j) Ministerial approval of a permit for creation of an accessory dwelling unit shall not be conditioned on the correction of preexisting nonconforming zoning conditions.

(k) A certificate of occupancy for any accessory dwelling unit shall not be issued before the local agency issues a certificate of occupancy for the primary dwelling.

(l) If the applicant requests a delay in processing, the sixty (60) daytime period shall be tolled for the period of the delay.

30.54.30: Single-family residential accessory dwelling unit standards.

Notwithstanding any other provisions of this article or of this chapter to the contrary, residential accessory dwelling unit shall be permitted as a single-family residential use that complies with California Government Code Section 66310 *et seq.* and the following:

(a) Zoning. An accessory dwelling unit shall be allowed on any residential parcel in any zoning district that permits residential or mixed-use development and which contains an existing or proposed primary single-family residential use.

(b) Primary Dwelling Relationship. An accessory dwelling unit may be within, attached to, or detached from the proposed or existing primary dwelling; provided, that a single-family residential accessory dwelling unit contained within or attached to an existing primary dwelling unit shall have independent exterior access from the existing residence.

(c) Unit Type Combinations. Ministerial approval for a building permit within a residential or mixed-use zone is permitted to create any of the following:

(1) One (1) accessory dwelling unit and one (1) junior accessory dwelling unit per lot with a proposed or existing single-family dwelling if all of the following apply:

a. The accessory dwelling unit or junior accessory dwelling unit is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure and may include an expansion of not more than one hundred fifty (150) square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress.

b. The space has exterior access from the proposed or existing single-family dwelling.

c. The side and rear setbacks are sufficient for fire and safety.

d. The junior accessory dwelling unit complies with the requirements of this article and Government Code Sections 66333 and 66334.

(2) One (1) detached, new construction, accessory dwelling unit that does not exceed four (4) foot side and rear yard setbacks for a lot with a proposed or existing single-family dwelling.

(d) Size.

(1) A detached accessory dwelling unit shall not exceed a maximum size of one thousand (1,000) square feet in floor area.

(2) An attached accessory dwelling unit shall be permitted but shall not exceed fifty percent (50%) of the existing primary dwelling gross floor area, garage area excluded. Notwithstanding this requirement, an eight hundred fifty (850) square foot one (1) bedroom or one thousand (1,000) square foot two (2) or more bedroom accessory dwelling unit shall be allowed.

(e) Height.

(1) The maximum height for a detached accessory dwelling unit shall be sixteen (16) feet. Detached accessory dwelling units located within one-half (1/2) mile of a major transit stop or high-quality transit corridor are permitted to a maximum height of eighteen (18) feet, and may be up to two (2) feet taller, for a maximum of twenty (20) feet, if necessary to match the roof pitch of the primary dwelling unit.

(2) The maximum height for a structure composed of a detached garage and an accessory dwelling unit that is proposed to be constructed above a detached garage shall be twenty-four (24) feet.

(3) An accessory dwelling unit attached to the primary dwelling is limited to the height allowed in the underlying zoning district.

(f) Setbacks. An accessory dwelling unit is subject to the design criteria and zoning requirements of the district in which the existing single-family dwelling is located and as follows:

(1) An accessory dwelling unit must not encroach upon the required front yard area unless it would preclude the construction of at least an eight hundred (800) square foot accessory dwelling unit with four (4) foot side and rear yard setbacks.

(2) A setback of four (4) feet from the side and rear lot lines shall be required for a newly constructed accessory dwelling unit that is not constructed in the same location and to the same dimensions as an existing structure.

(3) No additional zoning setback is required for conversion of an existing permitted accessory structure, living area, or garage space, or conversion of a structure that is constructed in the same location and to the same dimensions as the existing structure.

(g) Parking. One (1) additional parking space shall be required for a newly constructed accessory dwelling unit, which may be located within the front setback, in tandem and in an existing driveway. Parking in setback areas or tandem parking may be denied if found to be infeasible due to specific site or life safety conditions. Notwithstanding the above, a parking stall will not be required for an accessory dwelling unit that meets any of the following criteria:

(1) The accessory dwelling unit is created as a result of the conversion of existing area of the single-family residence or existing permitted single-family residential accessory structure.

(2) An existing single-family residential garage, carport, covered parking structure, or uncovered parking space is converted or demolished to accommodate an accessory dwelling unit in the same location.

(3) The accessory dwelling unit is within one-half (1/2) mile walking distance of a public transit station, such as a bus stop or train station.

(4) The property is within an architecturally and historically significant historic district.

(5) On-street parking permits are required in the area but not offered to the occupant of the residential accessory dwelling unit.

(6) A car share vehicle is located within one (1) block of the accessory dwelling unit.

(h) Design Standards. Architectural review of an attached or detached accessory dwelling unit will be limited to the following:

(1) The design of the single-family residential accessory dwelling unit must be compatible with the existing primary dwelling. This may be achieved through use of the same architectural details, including window styles, roof slopes, exterior materials, and colors. Architectural review shall not unreasonably restrict construction of the accessory dwelling unit.

(2) An accessory dwelling unit located within a historic site or neighborhood combining district will be subject to ministerial review for compliance with the design review criteria set forth in section 30.27.40 and must be consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

(3) An accessory dwelling unit must be built in accordance with the building code set forth in Chapter 6, except that any design, zoning, and building standards inconsistent with state requirements under California Government Code Sections 66314, 66321, 66322, and 66323 shall not apply.

30.54.40: Junior accessory dwelling unit standards.

Notwithstanding any other provisions in this article or of this chapter to the contrary, a junior accessory dwelling unit shall be permitted within a single-family residential unit in compliance with the following standards:

(a) One (1) junior accessory dwelling unit may be permitted per residential lot zoned for a single-family residential use; provided, that the lot has not more than one (1) existing or proposed single-family residence, and not more than one (1) attached or detached residential accessory dwelling unit if constructed in compliance with all applicable limitations of section 30.54.30.

(b) The unit must be constructed within the existing walls of an existing or proposed single-family dwelling.

(c) The square footage of the unit shall be at least the minimum size required for an efficiency unit, up to a maximum size of five hundred (500) square feet in floor area.

(d) A separate entrance from the unit to the exterior of the residence shall be provided. Internal connection may also be permitted.

(e) An efficiency kitchen must be provided in the unit which shall include all of the following:

(1) A cooking facility with appliances, which may be countertop appliances.

(2) A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.

(f) The unit may include separate bathroom facilities or may share bathroom facilities contained within the primary residence. If a bathroom facility is shared with a primary residence, a separate interior entry to the main living area is required.

(g) No separate utility connection, connection fee or capacity charge, or parking space shall be required for a junior accessory dwelling unit.

30.54.50: Multifamily and duplex residential accessory dwelling unit standards.

Notwithstanding any other provisions of this article or of this chapter to the contrary, accessory dwelling units within duplex or multifamily zoned and developed properties shall be permitted and comply with the following:

(a) Portions of the existing duplex or multifamily dwelling structure(s) that are not used as livable space (including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages) may be converted for use as accessory

dwelling units; provided, that the total number of units must not exceed twenty-five percent (25%) of the existing multifamily dwelling units or one (1) unit, whichever is greater.

(b) An owner may also construct up to a maximum of eight (8) detached accessory dwelling units on a lot that has an existing permitted or proposed duplex or multifamily dwelling, subject to a height limit of eighteen (18) feet and four (4) foot rear yard and side setbacks, provided that the number of accessory dwelling units does not exceed the number of existing dwelling units on the lot.

(c) Height. Accessory dwelling units are limited to a maximum height of sixteen (16) feet, except as established below:

(1) A detached accessory dwelling unit located within one-half (1/2) mile of a major transit stop or high-quality transit corridor is limited to a maximum height of eighteen (18) feet, and may be up to two (2) feet taller, for a maximum of twenty (20) feet, if necessary to match the roof pitch of the primary dwelling unit.

(2) A detached accessory dwelling unit located on a parcel with a multistory, multifamily dwelling structure is limited to a maximum height of eighteen (18) feet.

30.54.60: Definitions.

As used in this article, the following terms shall be defined as follows:

“Accessory dwelling unit” means an attached or a detached residential dwelling unit that provides complete independent living facilities for one (1) or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking and a food preparation area (which may include countertop appliances), and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. “Accessory dwelling unit” also includes the following:

(a) An efficiency unit, as defined in California Health and Safety Code Section 17958.1.

(b) A manufactured home, as defined in California Health and Safety Code Section 18007.

“Attached accessory dwelling unit” means a residential dwelling unit that is created as a result of internal conversion, addition, or combination thereof made to the primary residential dwelling unit.

“High-quality transit corridor” means a corridor with fixed bus route service with service intervals no longer than fifteen (15) minutes during peak commute hours as defined in Section 21155 of the Public Resources Code.

“Junior accessory dwelling unit” means a unit that is no more than five hundred (500) square feet in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

“Livable space” means a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.

“Living area” means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.

“Major transit stop” means an existing rail or bus rapid transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two (2) or more major bus routes with a frequency of service interval of twenty (20) minutes or less during the morning and afternoon peak commute periods as defined in Section 21064.3 of the Public Resources Code.

“Nonconforming zoning condition” means a physical improvement on a property that does not conform with current zoning standards.

“Objective standards” means standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal.

“Public transit” means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

“Tandem parking” means that two (2) or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.



City of Gilroy

STAFF REPORT

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

Meeting Date: November 17, 2025

From: Brad Kilger, Interim City Administrator

Department: Administrative Services

Submitted by: LeeAnn McPhillips, Assistant City Administrator/HR Director

Prepared by: LeeAnn McPhillips, Assistant City Administrator/HR Director

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

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

EXECUTIVE SUMMARY

Based on the recommendation from Municipal Pooling Authority (MPA) and/or legal counsel, the following claim is submitted to the City Council for rejection at the November 17, 2025 meeting:

- Claim of Curtis Crackel

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 of Curtis Crackel

**CLAIM PRESENTED TO
THE CITY OF GILROY**



Please read the instructions on the back before completing.

Claim #: _____

<p>1. Full Name of Claimant: Curtis Crackel</p> <hr/> <p>Claimant's Address: 19563 Cortina Court</p> <hr/> <p>Claimant's City, State, Zip: Salinas, CA 93908</p> <hr/> <p>Claimant's Email Address: curt@redshift.com</p> <hr/> <p>Claimant's Telephone Number, including area code: 831-905-6256</p>	<p>Reserved for Filing Stamp</p> <div style="border: 2px solid blue; padding: 5px; text-align: center;"> <p style="color: blue; font-weight: bold; font-size: 1.2em;">RECEIVED</p> <p style="color: red; font-weight: bold; font-size: 1.2em;">OCT 09 2025</p> <p style="color: blue; font-weight: bold; font-size: 1.2em;">GILROY CITY CLERK'S OFFICE</p> </div> <p><input checked="" type="checkbox"/> In person <input type="checkbox"/> Mailed</p> <hr/> <p>Police Report # (if applicable)</p>						
<p>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):</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">First and Last Name Josh Davis and Keely Weiss</td> <td style="width: 50%; border: none;">Relationship to Claimant Attorneys</td> </tr> <tr> <td style="border: none;">Address Fellner Law Group, 90 New Montgomery Street Suite 1250, San Francisco CA 94105</td> <td style="border: none;">City, State, Zip:</td> </tr> <tr> <td style="border: none;">Email: jdavis@fellnerlawgroup.com, kweiss@fellnerlawgroup.com</td> <td style="border: none;">Telephone number, including area code: 415-658-9253</td> </tr> </table>		First and Last Name Josh Davis and Keely Weiss	Relationship to Claimant Attorneys	Address Fellner Law Group, 90 New Montgomery Street Suite 1250, San Francisco CA 94105	City, State, Zip:	Email: jdavis@fellnerlawgroup.com, kweiss@fellnerlawgroup.com	Telephone number, including area code: 415-658-9253
First and Last Name Josh Davis and Keely Weiss	Relationship to Claimant Attorneys						
Address Fellner Law Group, 90 New Montgomery Street Suite 1250, San Francisco CA 94105	City, State, Zip:						
Email: jdavis@fellnerlawgroup.com, kweiss@fellnerlawgroup.com	Telephone number, including area code: 415-658-9253						
<p>3. Date (Month/Day/Year) and time the injury, damage, or loss occurred: February 26, 2025</p>							
<p>4. Specific location where the injury, damage, or loss occurred: N/A</p>							
<p>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? Please see Attachment 1.</p> <hr/> <p>b. Name(s) and job title(s) of responsible City employee(s), if known. Jason Greathead, Officer, Gilroy Police Department</p>							
<p>6. Describe in as much detail as possible the injury, damage, or loss incurred: Please see Attachment 1.</p>							
<p>7. Claim amount (if less than \$10,000): \$ in excess of \$25,000</p>	<p>For amounts \$10,000 and over, please indicate whether the claim would be a limited civil case:</p> <p><input type="checkbox"/> Yes (Limited Civil Case) <input checked="" type="checkbox"/> No (Unlimited Civil Case)</p>						
<p>8. How did you arrive at the amount claimed? Please attach documentation. Please see Attachment 1.</p>							
<p>9. Signature of Claimant or Representative</p>	<p>10/7/25 Date Signed</p>						

Attachment 1

Claimant: Curtis Crackel
Public Entity: City of Gilroy
Date(s) of Incident: February 26, 2025 (date of issuance of arrest warrant in connection with August 26, 2024 traffic collision – please note that **the incident giving rise to this claim is the issuance of the warrant, not the traffic collision**)
Location: City of Gilroy, Santa Clara County, California

Claimant Curtis Crackel (“Mr. Crackel”) submits this Attachment 1 in support of his claim against the City of Gilroy under Government Code § 910. The claim arises from City employees’ violations of Penal Code §§ 118.1, 133, and 141(c). Mr. Crackel is, and was at all times relevant to this claim, a Caucasian American man over the age of 40.

On or about August 26, 2024, Mr. Crackel was involved in a car accident from which no injury resulted and which was subsequently handled through the parties’ insurance. A police report was taken at the scene. All property damage was fully resolved by the insurers, and no citations were issued at the scene.

On February 26, 2025, exactly six months after the incident, Officer Jason Greathead (“Officer Greathead”)—who was not present at the scene, never spoke to Mr. Crackel, and had no involvement with the incident, investigation, or any follow-up reports— filed a declaration seeking an arrest warrant for Mr. Crackel under VC § 20002(a) without any factual basis stated in the police report, which is a misdemeanor. Bail in connection with this warrant was set at \$15,000— an amount typically reserved for felony-level charges.

As a result of the warrant, Mr. Crackel called out sick and avoided reporting to work at St. Louise Hospital, where he is employed as a nurse in the hospital’s Emergency Department, due to fear that uniformed law enforcement officers — who are regularly present in the emergency department — might recognize and arrest him at his workplace. He did not return until he had secured legal representation and posted bail, resulting in lost wages and heightened psychological distress. Even after the case was dismissed, the arrest remains on Mr. Crackel’s record, which could reasonably interfere with future employment opportunities in healthcare, where background checks and licensing board reviews are routine. Had he been arrested at work, it would have constituted a workplace disturbance and grounds for immediate termination under hospital policy. This fear directly interfered with his ability to focus on patient care and created a persistent state of emotional strain while performing safety-sensitive duties in a high-acuity environment.

Assistant District Attorney Michel Amaral (“ADA Amaral”) later directly told Mr. Crackel that the warrant was proper because “the police report states you travelled 1.1 miles.” When Mr. Crackel later obtained the report through his insurer, he learned it contains no reference to any distance travelled after the collision.

When challenged on the validity of the arrest, the District Attorney's Office asked for proof that Mr. Crackel's insurance had resolved the original matter, indicating that they had not taken the time to seek this information themselves prior to issuing an arrest warrant.

As a result of the false warrant and ADA Amaral's misrepresentations, Mr. Crackel suffered severe mental, physical, and emotional distress, including:

- constant fear of arrest that caused him to avoid leaving his home;
- anxiety about job loss and the impact on separate civil litigation with his employer;
- out-of-pocket expenses for criminal-defense counsel and mental-health care; and
- humiliation, loss of reputation, and related general damages.

Amount Claimed: Mr. Crackel's damages exceed \$25,000; a precise figure will be proven at trial.

Mr. Crackel's claims against the City include, but are not limited to: (1) Knowing Misrepresentation of Fact in a Peace Officer Report (Penal Code § 118.1); (2) False Statement to a Witness with Intent to Affect Testimony under Penal Code § 133; (3) Misrepresentation of Evidence under Penal Code § 141, particularly 141(c); (4) Abuse of Authority and Ultra Vires Conduct; (5) Negligent Infliction of Emotional Distress; and (6) Intentional Infliction of Emotional Distress.

Names of public employees causing damages include Deputy Jason Greathead (City of Gilroy Police Department), Assistant District Attorney Michael Amaral (Office of the District Attorney), and other as-yet-unidentified City and County employees.

1 Jason E. Fellner (SBN 245364)
Josh Davis (SBN 271725)
2 Keely Weiss (SBN 350048)
FELLNER LAW GROUP
3 90 New Montgomery St., Suite 1250
San Francisco, CA 94105
4 Telephone: (415) 658-9253
jfellner@fellnerlawgroup.com
5 jdavis@fellnerlawgroup.com
kweiss@fellnerlawgroup.com
6

7 Attorneys for Claimant
CURTIS CRACKEL
8
9

10 Claim of CURTIS CRACKEL

11 against

12
13 CITY OF GILROY
14
15
16

**APPLICATION FOR LEAVE TO
PRESENT LATE CLAIM
PURSUANT TO GOVT C (§911.4)**

17
18 To the City Clerk of the City of Gilroy:
19

- 20
- 21 1. Curtis Crackel hereby applies to the City of Gilroy for leave to present a claim against the City
of Gilroy, pursuant to Section 911.4 of the California Government Code.
 - 22 2. The cause of action of Curtis Crackel as set forth in his/her proposed claim attached to this
23 application, accrued on February 26, 2025, a period within one year from the filing of this
24 application.
 - 25 3. Mr. Crackel's reason for the delay in presenting his/her claim against the City of Gilroy is as
26 follows: Mr. Crackel's complaint concerns the issuance of the arrest warrant, not the police
27 activity that took place at the time of the traffic collision. Subsequent communications with
28 Assistant District Attorney for the County of Santa Clara Michel Amaral have led Mr. Crackel

APPLICATION FOR LEAVE TO PRESENT LATE CLAIM PURSUANT TO GOVT C (§911.4)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28


to believe that Mr. Amaral was the prosecuting attorney assigned to this case. Because the arrest warrant issued for Mr. Crackel was county-wide, and because the prosecuting attorney was an Assistant District Attorney for the County of Santa Clara, Mr. Crackel reasonably believed that the County of Santa Clara was the appropriate public entity for the purpose of submitting a notice of claim. As a result, Mr. Crackel filed a notice of claim with County of Santa Clara in early August, within six months of the incident as statutorily required. Only upon receipt of the County’s response to Mr. Crackel’s notice in September—after the original six-month period had elapsed—did Mr. Crackel learn that the County alleges the City of Gilroy, not the County, is the proper public entity to be named as a party to this action. For these reasons, Mr. Crackel was unable to timely present this claim to the City despite his best endeavors to comply with the statute of limitations in this matter.

- 4. All notices and communications concerning this claim should be sent to FELLNER LAW GROUP, 90 New Montgomery Street, Suite 1250, San Francisco, CA 94105.

WHEREFORE, claimant asks that you grant this application, deem the attached claim to have been presented on your receipt of this application, and act on the claim as required by Government Code sections 911.6.

DATED: 7th day of October 2025

FELLNER LAW GROUP



Jason E. Fellner, Esq.
Josh Davis, Esq.
Keely Weiss, Esq.
Attorneys for Claimant
CURTIS CRACKEL



City of Gilroy

STAFF REPORT

Agenda Item Title: Claims of Yolanda Alanis and Tony Jose Alanis (The City Administrator recommends a "yes" vote under the Consent Calendar shall constitute denial of the claims)

Meeting Date: November 17, 2025
From: Brad Kilger, Interim City Administrator
Department: Administrative Services
Submitted by: LeeAnn McPhillips, Assistant City Administrator/HR Director
Prepared by: LeeAnn McPhillips, Assistant City Administrator/HR Director

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

Based on the recommendation from Municipal Pooling Authority (MPA) and/or legal counsel, these claims are recommended for rejection.

EXECUTIVE SUMMARY

Based on the recommendation from Municipal Pooling Authority (MPA) and/or legal counsel, the following claim is submitted to the City Council for rejection at the November 17, 2025 meeting:

- Claim of Yolanda Alanis
- Claim of Tony Jose Alanis

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 of Yolanda Alanis
2. Claim of Tony Jose Alanis

Amended CLAIM PRESENTED TO THE CITY OF GILROY



Please read the instructions on the back before completing.

Claim #: GL-21690 GL

<p>1. Full Name of Claimant: Yolanda Alanis</p> <p>Claimant's Address: 220 Gurries Drive</p> <p>Claimant's City, State, Zip: Gilroy, CA 95020</p> <p>Claimant's Email Address: Yoliealanis@yahoo.com</p> <p>Claimant's Telephone Number, including area code: (760)670-8164</p>	<p>Reserved for Filing Stamp</p> <div style="border: 2px solid blue; padding: 5px; text-align: center;"> <p style="font-size: 1.2em; color: blue; margin: 0;">RECEIVED</p> <p style="font-size: 1.2em; color: red; margin: 5px 0 0 0;">OCT 28 2025</p> <p style="font-size: 0.8em; color: blue; margin: 0;">GILROY CITY CLERK'S OFFICE</p> <p style="font-size: 0.7em; margin: 0;"> <input type="checkbox"/> In person <input type="checkbox"/> Mailed </p> </div> <p>Police Report # (if applicable)</p>						
<p>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):</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">First and Last Name Mark A. Sigala, Esq.</td> <td style="width: 50%; padding: 5px;">Relationship to Claimant Attorney</td> </tr> <tr> <td style="padding: 5px;">Address 96 N. Third Street, Suite 620</td> <td style="padding: 5px;">City, State, Zip: San Jose, California 95112</td> </tr> <tr> <td style="padding: 5px;">Email: msigala@sigstod.com</td> <td style="padding: 5px;">Telephone number, including area code: (408) 298-7200</td> </tr> </table>		First and Last Name Mark A. Sigala, Esq.	Relationship to Claimant Attorney	Address 96 N. Third Street, Suite 620	City, State, Zip: San Jose, California 95112	Email: msigala@sigstod.com	Telephone number, including area code: (408) 298-7200
First and Last Name Mark A. Sigala, Esq.	Relationship to Claimant Attorney						
Address 96 N. Third Street, Suite 620	City, State, Zip: San Jose, California 95112						
Email: msigala@sigstod.com	Telephone number, including area code: (408) 298-7200						
<p>3. Date (Month/Day/Year) and time the injury, damage, or loss occurred: August 25, 2025, at approximately 4:10 PM</p>							
<p>4. Specific location where the injury, damage, or loss occurred: Near of in front of the City finance department at the Gilroy City Hall, 75351 Rosanna Street, Gilroy CA 95020</p>							
<p>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? Claimant tripped and fell on the City's sidewalk due to a dangerous condition of public property. The City is responsible for the Claimant's injuries and damages under Gov. Code sections 815.2, 815.4, 815.6, and 835.</p>							
<p>b. Name(s) and job title(s) of responsible City employee(s), if known. Unknown</p>							
<p>6. Describe in as much detail as possible the injury, damage, or loss incurred: Fractured wrist, facial trauma, loss of consciousness, bilateral knee abrasions, upper back injuries, and right shoulder injury and other injuries as set forth in claimant medical record. Additionally, claimant has suffered, and continues to suffer, significant pain and suffering.</p>							
<p>7. Claim amount (if less than \$10,000): \$</p>	<p>For amounts \$10,000 and over, please indicate whether the claim would be a limited civil case:</p> <p><input type="checkbox"/> Yes (Limited Civil Case) <input checked="" type="checkbox"/> No (Unlimited Civil Case)</p>						
<p>8. How did you arrive at the amount claimed? Please attach documentation. Claimants special and general damages are well in excess of \$25,000.00</p>							
<p>9. Signature of Claimant or Representative</p>	<p style="text-align: center;"><i>Mark A. Sigala</i></p> <p style="text-align: right;">Date Signed 10/24/2025</p>						

PRESENTING A CLAIM TO THE CITY OF GILROY

PLEASE TYPE OR PRINT CLEARLY ALL OF THE INFORMATION REQUESTED ON THE CLAIM FORM.
ATTACH ADDITIONAL PAGES, IF NECESSARY, TO GIVE COMPLETE DETAILS AND INFORMATION.

File With: City Clerk's Office
7351 Rosanna Street
Gilroy, CA 95020

Instructions:

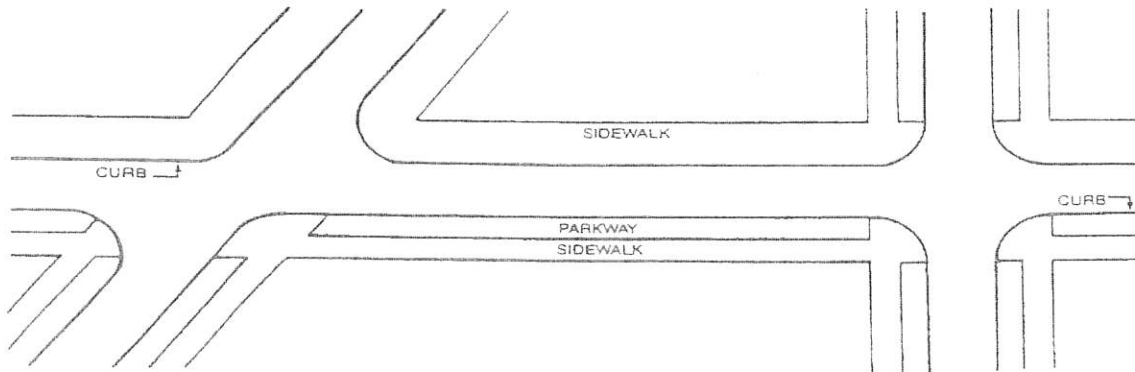
- Claims for death, injury to person or to personal property must be filed not later than six months after the occurrence (Gov. Code Sec. 911.2)
- Claims for damages to real property must be filed not later than 1 year after the occurrence (Gov. Code Sec. 911.2)
- Use the diagram below to provide location place of accident

READ CAREFULLY

For all accident claims, place on following diagram names of streets, including North, East, South and West: Indicate place of accident by "X" and by showing house numbers or distances to street corners. If City vehicle was involved, designate by letter "A" location of City vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw City vehicle:

Location of City at time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X".

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.



THE FOLLOWING PROVIDES INSTRUCTIONS FOR COMPLETING EACH SECTION OF THE CLAIM FORM:

1. **Claimant's Contact Information** - State the full name and mailing address of the person/persons claiming damage or injury. Please include a daytime and evening telephone number, and an email address if you have one.
2. **Official Notices and Correspondence** - Provide the name and mailing address of the person to whom all official notices and other correspondence from the City should be sent, if different from the information provide in section 1. Please provide the best telephone number to reach the representative during business hours.
3. **Date and Time Injury, Damage, or Loss Occurred?** - State the month, date, year, and approximate time (if known) of the incident that caused the alleged damage/injury.
4. **Specific Location Where the Injury, Damage, or Loss Occurred-** Please include street address, city, county, intersection, etc. If applicable, also include the Police Report number in the top right of the form.
5. **What Happened and Why is the City Responsible?**
 - a. Please explain the circumstances that led to the alleged damage or injury. State all facts that support your claim against the City and why you believe the City is responsible for the alleged damage or injury.
 - b. If known, identify the name of the City Department(s) and/or City employee(s) that allegedly caused the damage or injury.
6. **Describe the Damage or Injury that Arose from the Incident** - Provide in full detail a description of the damage/injury that allegedly resulted from the incident. (What specific damage or injury do you claim resulted from the alleged actions?)
7. **Claim Amount** - If under \$10,000, state the specific total dollar amount you are claiming as a result of the alleged damage/injury. If the damage/injury is continuing or you anticipate future costs, indicate with a "+" following the dollar amount. If the total dollar amount exceeds \$10,000, select the appropriate court jurisdiction for the claim.
8. **How Did You Arrive at the Amount Claimed?** - Provide a breakdown of how the total amount that you are claiming was computed. You may declare expenses incurred and/or future, anticipated expenses. If you have supporting documentation (i.e. bills, payment receipts, cost estimates), please attach copies of them to your claim. You may redact bank, credit card, or other private information from any documents attached.
9. **Signature** - The claim must be signed by the claimant or by some person (i.e., an attorney or other representative) on behalf of the claimant.

CLAIM PRESENTED TO THE CITY OF GILROY



Please read the instructions on the back before completing.

Claim #: _____

<p>1. Full Name of Claimant: Tony Jose Alanis</p> <p>Claimant's Address: 220 Gurries Drive</p> <p>Claimant's City, State, Zip: Gilroy, CA 95020</p> <p>Claimant's Email Address: None</p> <p>Claimant's Telephone Number, including area code: (760)670-8164</p>	<p>Reserved for Filing Stamp</p> <div style="border: 2px solid blue; padding: 5px; text-align: center;"> <p style="font-size: 1.2em; color: blue; margin: 0;">RECEIVED</p> <p style="font-size: 1.2em; color: red; margin: 0;">OCT 28 2025</p> <p style="font-size: 0.8em; color: blue; margin: 0;">GILROY CITY CLERK'S OFFICE</p> </div> <p>Police Report # (if applicable)</p>						
<p>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):</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">First and Last Name Mark A. Sigala, Esq.</td> <td style="width: 50%; border: none;">Relationship to Claimant Attorney</td> </tr> <tr> <td style="border: none;">Address 96 N. Third Street, Suite 620</td> <td style="border: none;">City, State, Zip: San Jose, California 95112</td> </tr> <tr> <td style="border: none;">Email: msigala@sigstod.com</td> <td style="border: none;">Telephone number, including area code: (408) 298-7200</td> </tr> </table>		First and Last Name Mark A. Sigala, Esq.	Relationship to Claimant Attorney	Address 96 N. Third Street, Suite 620	City, State, Zip: San Jose, California 95112	Email: msigala@sigstod.com	Telephone number, including area code: (408) 298-7200
First and Last Name Mark A. Sigala, Esq.	Relationship to Claimant Attorney						
Address 96 N. Third Street, Suite 620	City, State, Zip: San Jose, California 95112						
Email: msigala@sigstod.com	Telephone number, including area code: (408) 298-7200						
<p>3. Date (Month/Day/Year) and time the injury, damage, or loss occurred: August 25, 2025, at approximately 4:10 PM</p>							
<p>4. Specific location where the injury, damage, or loss occurred: In front of the City finance department at the Gilroy City Hall, 75351 Rosanna Street, Gilroy CA 95020</p>							
<p>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? Claimant's wife tripped and fell on the City's sidewalk due to a dangerous condition of public property. The City is responsible for the Claimant's injuries and damages under Gov. Code sections 815.2, 815.4, 815.6, and 835. Claimant was with his Wife when she fell, and he observed her fall and resulting injuries.</p> <p>b. Name(s) and job title(s) of responsible City employee(s), if known. Unknown</p>							
<p>6. Describe in as much detail as possible the injury, damage, or loss incurred: Negligent Infliction of Emotional Distress (bystander)</p>							
<p>7. Claim amount (if less than \$10,000): \$ _____</p>	<p>For amounts \$10,000 and over, please indicate whether the claim would be a limited civil case:</p> <p><input type="checkbox"/> Yes (Limited Civil Case) <input checked="" type="checkbox"/> No (Unlimited Civil Case)</p>						
<p>8. How did you arrive at the amount claimed? Please attach documentation. Claimant's special and general damages are well in excess of \$25,000.00</p>							
<p>9. Signature of Claimant or Representative <i>Mark A. Sigala</i></p>	<p>Date Signed 10/24/2025</p>						

PRESENTING A CLAIM TO THE CITY OF GILROY

PLEASE TYPE OR PRINT CLEARLY ALL OF THE INFORMATION REQUESTED ON THE CLAIM FORM.
ATTACH ADDITIONAL PAGES, IF NECESSARY, TO GIVE COMPLETE DETAILS AND INFORMATION.

File With: City Clerk's Office
7351 Rosanna Street
Gilroy, CA 95020

Instructions:

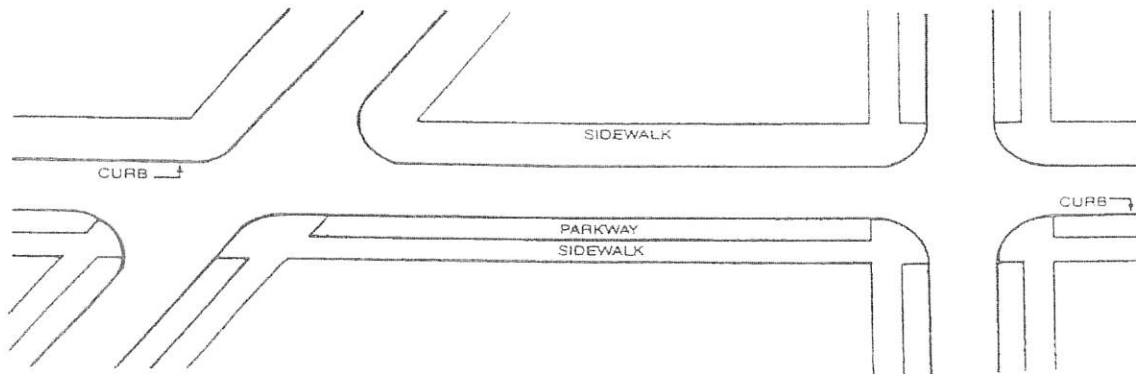
- Claims for death, injury to person or to personal property must be filed not later than six months after the occurrence (Gov. Code Sec. 911.2)
- Claims for damages to real property must be filed not later than 1 year after the occurrence (Gov. Code Sec. 911.2)
- Use the diagram below to provide location place of accident

READ CAREFULLY

For all accident claims, place on following diagram names of streets, including North, East, South and West: Indicate place of accident by "X" and by showing house numbers or distances to street corners. If City vehicle was involved, designate by letter "A" location of City vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw City vehicle:

Location of City at time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X".

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.



THE FOLLOWING PROVIDES INSTRUCTIONS FOR COMPLETING EACH SECTION OF THE CLAIM FORM:

1. **Claimant's Contact Information** - State the full name and mailing address of the person/persons claiming damage or injury. Please include a daytime and evening telephone number, and an email address if you have one.
2. **Official Notices and Correspondence** - Provide the name and mailing address of the person to whom all official notices and other correspondence from the City should be sent, if different from the information provide in section 1. Please provide the best telephone number to reach the representative during business hours.
3. **Date and Time Injury, Damage, or Loss Occurred?** - State the month, date, year, and approximate time (if known) of the incident that caused the alleged damage/injury.
4. **Specific Location Where the Injury, Damage, or Loss Occurred**- Please include street address, city, county, intersection, etc. If applicable, also include the Police Report number in the top right of the form.
5. **What Happened and Why is the City Responsible?**
 - a. Please explain the circumstances that led to the alleged damage or injury. State all facts that support your claim against the City and why you believe the City is responsible for the alleged damage or injury.
 - b. If known, identify the name of the City Department(s) and/or City employee(s) that allegedly caused the damage or injury.
6. **Describe the Damage or Injury that Arose from the Incident** - Provide in full detail a description of the damage/injury that allegedly resulted from the incident. (What specific damage or injury do you claim resulted from the alleged actions?)
7. **Claim Amount** - If under \$10,000, state the specific total dollar amount you are claiming as a result of the alleged damage/injury. If the damage/injury is continuing or you anticipate future costs, indicate with a "+" following the dollar amount. If the total dollar amount exceeds \$10,000, select the appropriate court jurisdiction for the claim.
8. **How Did You Arrive at the Amount Claimed?** - Provide a breakdown of how the total amount that you are claiming was computed. You may declare expenses incurred and/or future, anticipated expenses. If you have supporting documentation (i.e. bills, payment receipts, cost estimates), please attach copies of them to your claim. You may redact bank, credit card, or other private information from any documents attached.
9. **Signature** - The claim must be signed by the claimant or by some person (i.e., an attorney or other representative) on behalf of the claimant.



City of Gilroy

STAFF REPORT

Agenda Item Title: Consider the Approval of Santa Clara Valley Habitat Agency to Proceed with a Habitat Plan Amendment

Meeting Date: November 17, 2025

From: Brad Kilger, Interim City Administrator

Department: Community Development

Submitted by: Sharon Goei, Community Development Director

Prepared by: Valerie Negrete, Senior Planner

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

1. Receive information on a proposed amendment to the Santa Clara Valley Habitat Plan; and
2. Authorize the Santa Clara Valley Habitat Agency to proceed with the Habitat Plan amendment.

EXECUTIVE SUMMARY

The Habitat Plan managed by the Santa Clara Valley Habitat Agency (Agency) provides a long-term coordinated vision for habitat conservation, while improving and streamlining the environmental permitting process for projects and activities impacting threatened and endangered species in Santa Clara County. The City of Gilroy is one of six co-permittee agencies to the Habitat Plan.

After 10 years of successful implementation, the Agency and its co-permittee agencies are preparing a Habitat Plan amendment, which is summarized in the attached report. Pursuant to the 2012 Memorandum of Understanding (MOU) with the co-permittee agencies (of which the city is a co-permittee), the Habitat Agency is requesting approval from the City of Gilroy to proceed with the proposed amendment. No changes to the

existing 2012 MOU are required for this action.

BACKGROUND

Since 2013, the Habitat Agency has been managing and implementing the Habitat Conservation Plan (HCP) with support from the following co-permittees; County of Santa Clara, Cities of San Jose, Gilroy and Morgan Hill, Valley Water (SCVWD) and the Valley Transportation Authority. Prior to HCP, applicants and developers would apply directly to the U.S. Fish and Wildlife Service (USFWS), and/or the California Department of Fish and Game (CDFG) for any potential impacts on protected species under the federal Endangered Species Act (ESA) if their project would result in a “take” of a listed threatened or endangered species. “Take” is defined separately by state and federal wildlife agencies but generally refers to a negative effect on a species of plant or wildlife that is listed on the Federal Endangered Species Act (FESA) or the California Endangered Species Act (CESA). Permitting from state and federal agencies often took months if not years to achieve depending on the project and associated impacts.

In 2013, the Habitat Plan was approved in order to provide mitigation when take occurs. Since Plan adoption, through careful oversight of covered projects, efficient use of fees and grants to advance the Conservation Strategy, and detailed annual reporting, the Habitat Agency has been successful in meeting the early goals and objectives of the Habitat Plan. However, continued success of the Habitat Plan means that some components must be adjusted or revised periodically to align assumptions with the reality of development and need for coverage in Santa Clara Valley. For example, land cover impact limits in the Habitat Plan are approaching their take limits for one covered species (burrowing owl) and a few habitat types. These limits can only be adjusted through a formal amendment to the Habitat Plan.

Also, the Habitat Plan does not cover all special status species in the area and some species, like Swainson’s hawk, are expanding their range into the plan area, while other resident species, such as mountain lion, Crotch’s bumblebee, and western monarch butterfly are now candidates for listing under the Federal or California Endangered Species Acts. For the Habitat Plan to remain useful and effective in streamlining project permitting, it must adapt, and new species must be added for coverage. Otherwise, project proponents will have to revert to the regulatory process prior to the Habitat Plan, whereby some species and habitats are covered and some are not. Individual project consultation with regulatory agencies and additional and uncertain mitigation would become necessary if new listed species are not extended coverage under the Habitat Plan.

The first ten years of Habitat Plan implementation have required modifications, clarifications, and interpretations to clear the administrative record and strengthen policy. A rewrite of some Habitat Plan sections would make it easier to understand for new staff members of the co-permittee agencies who help administer the Habitat Plan. Also, the early success of the Habitat Plan has led to discussions about whether more

of the land within Santa Clara County should be covered for impacts and/or considered for enrollment in the growing Reserve System of land. County Parks, County Roads and Airports, VTA and Valley Water have all requested this extended coverage, which they see as beneficial in carrying out new development as well as continued operations and maintenance of existing facilities.

ANALYSIS

A staff report prepared by the Habitat Agency is provided as Attachment 1. This staff report details the history and early implementation of the Habitat Plan, as well as the rationale for the proposed amendment. It also includes a direct link the full administrative draft chapters of the amended Habitat Plan and an explanation of each of the changes, shown as edited versions of the text. Attachment 2 is a copy of the Memorandum of Understanding that was executed between the Habitat Agency and the co-permittees.

Consistent with Section 8(d) of the MOU, any decision to amend the Habitat Plan must be approved by the governing bodies of each co-permittee agency. The VTA Board of Directors, the Valley Water Board of Directors, and the Morgan Hill City Council have all approved the Habitat Agency proceeding with the proposed amendment. The Habitat Agency is therefore requesting that the Gilroy City Council also approve them proceeding with the proposed amendment.

The amendment is anticipated to go through the environmental review process in early 2026 and be complete by the end of 2026. Coordination between the Habitat Agency and the co-permittees will be ongoing during this time.

ALTERNATIVES

If the City of Gilroy does not approve this request, then the Plan amendment won't proceed and benefits outlined in the staff report will be lost. Developers will face uncertainty regarding mitigation requirements for covered species, leading to delays and increased costs from the United States Fish and Wildlife Service (USFWS) and California Department of Fish and Wildlife (CDFW) permit requirements. This may hinder their ability to plan and move forward with development and construction.

FISCAL IMPACT/FUNDING SOURCE

There is no direct fiscal impact. Funding for the plan amendment has been fully secured by the Habitat Agency through USFWS/CDFW grants and also funds provided by SCVWD to pay for benefits they specifically receive through the amendment that does not benefit the other co-permittees.

PUBLIC OUTREACH

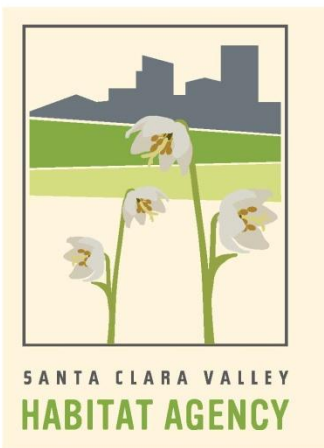
N/A

NEXT STEPS

The Habitat Agency requests that the City of Gilroy City Council approve pursuit of the Plan amendment as presented. If approved, the Habitat Agency Implementation and Governing Boards may approve a final Plan amendment upon its completion of environmental review.

Attachments:

1. Santa Clara Valley Habitat Agency Technical Summary Staff Report
2. Santa Clara Valley Habitat Plan Memorandum of Understanding



TO: Gilroy City Council

FROM: Gerry Haas, Principal Planner

SUBJECT: Santa Clara Valley Habitat Plan Amendment – Administrative Draft Review

RECOMMENDED ACTION: Approve the Habitat Agency proceeding with a proposed amendment to the Santa Clara Valley Habitat Plan.

INTRODUCTION:

For the past ten years, the Santa Clara Valley Habitat Agency (Habitat Agency) has led an ambitious conservation effort, quietly protecting valuable natural habitat throughout the County to benefit special status plant and wildlife species, several of which exist only in this valley. The permanent protection of over 16,000 acres of conservation land to date is a local success story implemented by the Habitat Agency, but impossible without the support and partnership of the six co-permittee agencies including the County of Santa Clara, the Cities of San Jose, Morgan Hill and Gilroy, Valley Water and the Santa Clara Valley Transportation Authority. The conservation success is at a landscape-scale, focused on purchasing large ranches from willing sellers .

These ranchlands are managed to enhance natural communities and the 18 Habitat Plan covered species. Wetlands and other aquatic resources, which have been negatively impacted by past human activities, are restored to improve water quality, water storage and habitat benefits for species which are dependent on them. To date, the Habitat Agency has restored nearly four miles of streams, 10 acres of sycamore alluvial woodland, six acres of riparian habitat, and 8.9 acres of perennial and seasonal wetlands and ponds. Moreover, the Habitat Agency is contributing to a better understanding of our natural environment through research and monitoring. Staff uses this knowledge to better manage the landscapes in the hope what they learn will benefits future generations.

The purpose of this report is to explain how and why this conservation is taking place; to define the Habitat Agency in the context of its formation, function, and future; to acknowledge the achievements of its goals and objectives; and finally, to present the purpose and need for an update to its governing document, the Santa Clara Valley Habitat Plan.

BACKGROUND:

A Habitat Conservation Plan/Natural Communities Conservation Plan (HCP/NCCP) may be required when a project will result in direct take of a listed threatened or endangered species. The intent of the

HCP/NCCP is to provide mitigation for the take when it occurs. "Take" is defined separately by state and federal wildlife agencies but generally refers to a negative effect on a species of plant or wildlife that is listed on the Federal Endangered Species Act (FESA) or the California Endangered Species Act (CESA). An HCP/NCCP was required in July 2001 as part of State and Federal approval of several local transportation projects (U.S. 101 widening from San Jose to Morgan Hill, the U.S. 101/Bailey Avenue Interchange, Highway 85/U.S. 101 Interchange, and the Coyote Valley Research Park Plan). Since several projects were being required to complete an HCP/NCCP at the same time, and since there were many more projects in the foreseeable future which would face the same requirement, it was decided that the best approach would be to prepare a single large-scale plan to accommodate broad development in Santa Clara County.

Four local agencies (Valley Transportation Authority [VTA], County of Santa Clara, City of San Jose, and Valley Water) were subject to the initial requirement and jointly committed to the California Department of Fish and Wildlife (CDFW) and the U.S. Fish and Wildlife Service (USFWS) to develop the HCP/NCCP. Initial work included development of a work plan and approval in 2004 of a Memorandum of Understanding among the four original co-permittee agencies (Co-Permittees). The four original co-permittees were joined in 2005 by the cities of Gilroy and Morgan Hill. The six co-permittees then signed a Planning Agreement with CDFW and USFWS in October 2005. Intense technical work on the Santa Clara Valley HCP/NCCP, now known as the Santa Clara Valley Habitat Plan (Plan), started in 2005.

In 2013, the Plan was approved, along with the formation of the Santa Clara Valley Habitat Agency (Habitat Agency) as a Joint Powers Authority (JPA) to oversee and implement the Plan. The JPA is managed by a Governing Board, consisting of eight members: two representatives of each of the four participating jurisdictions (the cities and the County). The Governing Board has two primary roles: adoption of Plan fees and approval of the annual budget. The Habitat Agency has a second board, the Implementation Board, which is responsible for making financial recommendations to the Governing Board, contracting approvals, land acquisition and grant funding review, approval of annual reports and additional tasks prior to submittal to the USFWS and CDFW (together, the wildlife agencies). The Implementation Board is composed of 11 members, consisting of two representatives from each of the participating jurisdictions, two representatives for Valley Water, and a single representative for VTA.

The Plan's HCP component is consistent with the FESA, which allows local agencies to approve projects in endangered species' habitats in exchange for identifying mitigation strategies based on a coordinated landscape scale plan for conserving endangered species and related natural habitat.

The Plan's NCCP component is the State counterpart to the Federal HCP and provides a means of complying with the CESA. The NCCP goes farther than the HCP in that it addresses not only mitigation of development impacts but also includes actions necessary to promote the long-term restoration and enhancement of species habitat areas, known as natural communities.

The purpose of an HCP/NCCP is to offer a more efficient process for protecting the environment and processing state and federal applications for local projects that may affect endangered species and

natural habitat. Prior to the Plan, public entities and private developers evaluated projects individually. Endangered species regulations may require consultation with a variety of federal and state regulators to mitigate impacts to species and habitat loss. This can be a lengthy process for project proponents, involving considerable time and money and with uncertain outcomes.

Furthermore, mitigation in the absence of an HCP/NCCP does less to protect the environment because of its piecemeal approach, resulting in fragmented habitats that are less ecologically viable and more difficult to manage. As endangered species protections continue to expand in response to increasing development impacts, movement of non-native invasive species and climate change, there is a mounting need to provide an assured and balanced structure for development and resource conservation at a regional scale that can be sustained indefinitely. An HCP/NCCP meets this need by providing clear project costs, avoiding project delays due to consultation or permitting for impacts to protected plants or wildlife and creates a local mitigation solution that results in a comprehensive landscape scale conservation program which benefits all the co-permittees.

Since 2013, the Plan has provided instant and automatic take authorization for all covered projects within the Plan area with the completion and submittal of a Private Development Application Form or a Public Reporting form, and the payment of land cover and specialty impact fees.

PLAN IMPLEMENTATION:

The Habitat Plan programmatic take permits are shared by all co-permittees and are issued with the understanding that generally marginal habitat is being impacted, while better habitat is being protected, away from the threat of development. The Plan's Conservation Strategy makes this expectation clear as it strives for recovery of protected species locally and the presence of protected species within the Reserve System of land (all land protected by the Habitat Agency). The loss of some species in areas that are more impacted is offset by protecting, then improving the quality of habitat in the Reserve System. In this sense, the Plan is managed like a bank account. For every acre of land impacted by permanent development, one or more acres must be permanently protected from future development through the purchase of land or a conservation easement by the Habitat Agency. The ratio of acres protected to acres impacted varies by land cover type. Additional acreage is required to be protected and restored when especially sensitive resources are impacted. In each fiscal year (July 1 through June 30), the Habitat Agency documents total covered project impacts which have accrued within the Plan area (debits) and acres of land acquired or protected for conservation as well as restoration or enhancement actions completed (credits). Demonstrating compliance with the Plan through an annual report ensures that the Habitat Agency is keeping up with the Plan's conservation strategy and that the take authorization can continue throughout the permit term (50 years from inception). All annual reports are accessible on the Habitat Agency website: <https://scv-habitatagency.org/328/Annual-Reports>.

Impacts and Take Authorization

Since Plan adoption, the Habitat Agency and Co-Permittees have developed workflows and processes to improve efficiency of reporting impacts and documenting compliance with the Plan's requirements.

Primarily documented in annual reports, the impacts accrued are compared with the conservation and restoration achieved with the funding provided through the assessment of land cover fees for those same impacts. Since 2013, a total of 470 individual projects have received automatic take coverage under the Habitat Plan. Cumulative permanent land cover impacts for all projects covered by the Plan in the first ten years of implementation total 2,230 acres. In that same period, 3,027 linear feet of streams (0.57-mile) were permanently impacted. The Plan assumes total land cover impacts for the entire 50-year permit term to be 17,975 acres. As the Plan is ten years old, the assumption is that 3,595 acres of land would have been permanently impacted by this time. The actual impact figure is 883 acres fewer than assumed, and this may represent changes in development patterns such as avoidance of open space in favor of infill development or it may be reflective of other trends such as cost of living and the resulting outmigration. In any case, the amount of impact is well below anticipated levels.

Of the 470 projects covered by the Plan as of the date of this report, 262 were private development activities, 184 were public projects, and 24 were projects conducted by Participating Special Entities (PSE's) – outside agencies who voluntarily sought coverage under the Plan to streamline their projects. All of these projects and activities received automatic take coverage for impacts to Plan covered species, meaning there was no delay for project review or permitting by USFWS or CDFW. The Plan also ensured certainty for these projects in terms of cost and conditioning. Development and construction plans could be drafted and completed with the knowledge that abiding by the Plan was all that was necessary to avoid consultation with the wildlife agencies.

Conservation

The Habitat Plan's Conservation Strategy describes how covered activity impacts are mitigated primarily through the conservation (protection) of land. Land which is acquired through the purchase of fee title or through a recorded conservation easement becomes part of the Reserve System of Land (Reserve System). The Reserve System includes land protected in four of the five major watersheds in the Plan area. The Habitat Agency's early focus on acquiring land of high conservation value has resulted in a mosaic of protected land occupied by one or more of the Plan's covered species. This conservation land exists in various locations across the Plan area extending from San Jose in the north, down to the Pajaro River south of Gilroy and in both mountain ranges that flank the valley. The Habitat Agency is active in managing these newly protected lands. General land management actions are necessary, such as installation and maintenance of fences, roads, culverts, and irrigation infrastructure; vegetation management; removal of debris, aging infrastructure and other nuisances; and property access management. Beyond those responsibilities applicable to all land management entities, the Habitat Agency has additional requirements to enhance the habitat within the Reserve System to make it more suitable for covered species. Enhancement includes installing and supporting native plant species, removal and control of invasive and exotic species and activities focused on improving ecosystem health.

In a demonstration of the Habitat Agency's commitment to the Conservation Strategy, land has been protected at an impressive rate, averaging over 1,400 acres per year for the first ten years of implementation. Many acres of the highest value conservation lands in the most critical locations have

already been secured. Continuing at this rate will give all protected plant and wildlife species the greatest chance at recovery. A current map of the Reserve System is available on the Habitat Agency website at this link: <https://scv-habitatagency.org/213/Reserve-System>

With the Reserve System now standing at 16,160 acres of land conserved, the Plan is a full 40% ahead of its conservation target. By this time in Plan implementation, it was anticipated that only 9,000 acres would have been protected. This land acquisition success is due the Habitat Agency successfully secured local, state and federal grants, which allows Plan mitigation fees to fund the Habitat Agency operations and land management. But as mentioned above, with a reduction in total acres of land being impacted than was anticipated, there is a corresponding reduction in fees being collected. This challenge, and a recommended solution to it, is discussed in the Plan Amendment Funding and Future Costs section below.

Restoration and Enhancement

The habitat restoration requirements of the Plan are intended to offset impacts to aquatic resources resulting from development in the Plan area, and to aid in the recovery of the species which rely on those resources. Since 2013, the Habitat Agency has completed seven habitat restoration projects in ponds, wetlands and stream corridors. These restoration sites are located on the east side of Santa Clara Valley (Diablo Range – Coyote watershed), on the west side of the Valley, (Santa Cruz Mountain foothills – Alamosos watershed), and also on valley floor lands in the Pacheco Creek and Pajaro watersheds. Cumulatively, restoration projects have restored 9 acres of riparian woodlands, 9 acres of sycamore alluvial woodlands, 8.9 acres of perennial and seasonal wetlands and ponds, and 3.4 miles of streams. Restoration projects have improved habitat for 8 of 18 covered species— western burrowing owl, California red-legged frog, California tiger salamander, western pond turtle, least Bell’s vireo, tri-colored blackbird, Mount Hamilton thistle, and Coyote ceanothus. One project improved a regional wildlife connection between the Diablo Range and Santa Cruz Mountains, and another one enhanced wildlife movement under SR-152 In addition to providing benefits to covered plant and wildlife species, the habitat improvements realized through effective restoration benefits all plant and wildlife species occurring in the vicinity of these projects.

In addition to restoration projects, general habitat conditions have been improved throughout the Reserve System of land through focused and careful land management practices. Managing grasslands to benefit our covered plant species and Bay checkerspot butterfly is an ongoing task occurring on thousands of acres of protected land. Clearing trash and debris from the landscape, as well as targeting invasive plant and wildlife species for removal ensures the best chances of all covered species to survive and thrive in the Reserve System.

Monitoring and Research

In addition to funding significant land conservation, restoration and enhancement, the Habitat Agency has used available funding to conduct research on covered species, wildlife connectivity and monitoring of resources. Several studies, ranging from species surveys and occurrence tracking for covered plants (smooth lessingia, jewelflowers and Tiburon paintbrush) and herptofauna (California red-legged frog

and California tiger salamander) to wildlife movement (mountain lion, tule elk) to adaptive management based on tracking impacts following wildfire (Coyote Ridge) are playing an important role in the Habitat Agency's understanding of the current and changing conditions of the landscape within the Plan area. Links to early research and monitoring projects can be found on the Habitat Agency's website, which is updated regularly.

Plan Implementation Success

As described in the Annual Reports, the Habitat Agency is meeting most of its early success criteria. It exceeds the Plan's proportional requirements for land protection and habitat restoration, which are the key and foundational metrics for gauging such success. Land acquisition and restoration are, in fact, the primary means of determining that mitigation has truly been provided for impacts which have occurred in the past ten years. Not only has the Habitat Agency protected 40% more acreage than required at this point in implementation, but it has also protected more than 100% of the minimum required acres of all specified natural communities on which our covered species rely. By nearly every measure, the Habitat Agency is outperforming its expectations to the collective benefit of the co-permittees.

HABITAT PLAN AMENDMENT: On January 20, 2022, the Implementation Board authorized the Executive Officer to enter into a consultant service agreement with ICF to prepare a major amendment to the Santa Clara Valley Habitat Plan (Plan). The proposed changes to the Plan were described in the January 2022 staff report to the Implementation Board and are summarized below in the section titled: Primary Changes Proposed in the Amendment. Two approved US Fish and Wildlife Service (USFWS) Section 6 planning assistance grants, administered through the California Department of Fish and Wildlife (CDFW) are funding this effort, which is needed to capitalize on early Plan successes by expanding the coverage and benefits of the Plan, both to special status species and to the co-permittees, and to address issues that have arisen since the Plan was adopted in 2013. A consultant service agreement with ICF was finalized in April 2022, and work on the Plan amendment began immediately.

For the past three years, the Habitat Agency and ICF have worked closely with each of the co-permittee agencies, the wildlife agencies, land management entities, local professional biologists and other stakeholders to review and discuss changes proposed in the Plan through the amendment process. The second half of 2022 and the first few months of 2023 were spent determining the full scope of changes to be considered. The result of this effort was a technical report, which was shared with the Habitat Agency's Public Advisory Committee (PAC) and its Implementation and Governing Boards in early 2023. The report became an informal roadmap for drafting the revised language in each of the chapters. The remainder of 2023 was spent negotiating sections of new language and revisions to existing language within each of the chapters of the Plan with the partners.

In 2024, the first versions of the administrative draft chapters of the Plan were shared with the Habitat Agency's Technical Advisory Committee (TAC) for input and discussion. The TAC consists of representation from each of the co-permittee agencies, the Habitat Agency and both wildlife agencies.

Chapter 1 (Introduction) required very little discussion, and consensus was reached in a short time. But most other chapters required extensive discourse to ensure the final draft language was acceptable for all parties. Although there had been general agreement on the scope of the proposed additions to the Plan, the exact language to incorporate those additions was challenging to fully develop. For example, there is general agreement that adding monarch butterfly to our covered species list was necessary now that they are candidate for federal listing on the Endangered Species Act. Yet, agreeing on their primary and secondary habitat types within the Plan area, overwintering use, and an effective conservation approach took time. This played out for all seven species and even for a few other species that were evaluated but dropped from consideration. Other initial proposals were also dropped after lengthy analysis and discussions, such as the removal of the Private Development Areas Map, the addition of other agencies as co-permittees and removal of coverage for two species that have not been documented in the Plan area. Most Plan amendment work in 2024 was focused on writing and rewriting text to ensure all parties could agree with the final approach.

Progress improved in early 2025 and by early summer, the consensus administrative draft version of the first three chapters was completed. By summer's end, the final administrative draft version of the entire Plan was completed. The administrative draft version is summarized below and can be accessed at the following link (due to volume) for review and discussion with this staff report, following a brief explanation of the Habitat Plan structure and an overview of the changes within each chapter.

Administrative Draft Amended Habitat Plan overview and chapters:
<https://scv-habitatagency.org/354/Habitat-Plan-Amendment>

STRUCTURE OF THE HABITAT PLAN:

The structure of the Habitat Plan is somewhat linear, wherein early chapters define the setting and scope for ensuing chapter analyses. The Plan and state and federal permits are introduced, as are the existing physical conditions, regulatory framework and biological resources. Then, covered activities are described and potential build-out of the various general plans, master plans and other organizational documents are accounted for in an effects analysis. The effects analysis is layered over the biological setting to provide a sense of the potential scale of impacts expected over the life of the permit term (50 years). Most importantly, the effects analysis drives a conservation strategy to appropriately mitigate for all potential impacts, and the final chapters discuss how the conservation strategy is to be implemented, including a funding chapter to ensure the Plan can pay for itself. Below is a brief outline of the chapters, including a description of their general content and how they relate to other chapters.

Chapter 1 – Introduction

This chapter describes the Habitat Plan as both a Natural Communities Conservation Plan (NCCP) under the California Department of Fish and Wildlife, and a Habitat Conservation Plan (HCP) under US Fish and Wildlife Service. It describes the Plan boundary, the structure and jurisdiction of the co-permittee agencies and list of species covered by the Habitat Plan.

Chapter 2 – Land Use and Covered Activities

This chapter defines the activities and projects to be covered by the Habitat Plan, broken down by covered activity type and including co-permittee programs, master plans and proposed build out. It summarizes the areas where take (in the form of development or ongoing maintenance) is likely to occur.

Chapter 3 – Physical and Biological Resources

This chapter describes the existing baseline condition of physical and biological resources throughout the Plan area at the time of Plan adoption. It describes the natural communities, the land cover types (which are a subset of those communities), aquatic resources and topographical features in the Plan area. It also includes habitat modeling for each of the existing 18 covered species of plants and wildlife.

Chapter 4 – Impact Assessment and Level of Take

This chapter describes the scale of covered activities and establishes the impact caps on the various land cover types and modeled habitats. By quantifying the presumed rate of development within the Plan area and layering the covered activities onto the baseline maps of the biological setting, an assumption of total take of acres (and miles of stream length) is specified for the entire 50-year permit term.

Chapter 5 – Conservation Strategy

Based on the impact assumptions, a conservation strategy is developed, which will sufficiently mitigate for all the identified impacts throughout the permit term. The conservation strategy is a combination of land protection, land management, restoration, enhancement actions, research, monitoring and reporting.

Chapter 6 – Conditions on Covered Activities

These are conditions of coverage and are required, as applicable, for all covered activities. They identify avoidance and minimization measures, survey requirements for select species and certain standard practices for development

Chapter 7 – Monitoring and Adaptive Management

This chapter outlines the expected land management actions and monitoring of species and habitat health within the Reserve System of land. It also provides allowances and expectations for adaptive management as new data is generated, and research is developed.

Chapter 8 – Plan Implementation

This chapter describes how the Plan is to be implemented. Though much of this chapter is focused on documenting, tracking and reporting out on covered activities, there also is significant discussion about Habitat Agency structure, roles of the co-permittees and wildlife agencies.

Chapter 9 – Cost and Funding

Funding for the Habitat Plan comes from land cover impact fees (approximately 55% of revenue) and grants/donations (45% of revenue). This chapter describes the collection of revenues and how they are to be spent proportionally on various cost centers, including: land acquisitions, land management, restoration, enhancement, monitoring, research, staffing, and administration. It describes the endowment, as well as the anticipated change in the fee schedule from year to year and over time, including adjustments made pursuant to the requisite five-year fee reviews.

Chapter 10 – Assurances

These are assurances requested by the co-permittees to ensure that the state and federal take permits issued to the Habitat Plan will not be modified and that the agreements and commitments within the Plan will not change as a result of new regulation or policies, except as agreed to by all parties. It includes references to the federal No Surprises Regulation stipulating that no additional money, commitments or restrictions will be required by the co-permittees due to unforeseen circumstances.

Chapter 11 – Alternatives to Take

This chapter is limited to a disclosure that alternatives to take for the covered species were considered, and if take is included, an explanation why it could not be avoided. Some of the Plan covered species are still no-take, meaning no direct loss of individuals is covered, but impacts to their habitat can occur.

PRIMARY CHANGES PROPOSED IN THE PLAN AMENDMENT:

The schedule of regular TAC meetings, sharing Plan amendment updates with Habitat Agency boards and committees, as well as separate meetings and consultations with individual co-permittees as needed, has helped to refine the approach to the amendment and has distilled four primary changes deemed most important to address at this time. These changes are considered by the TAC to be the most pressing in terms of ensuring continued success of the Habitat Plan, increased benefits of including more species for coverage and extending the existing coverage benefits to a larger geographic area. Many other secondary and administrative changes can be seen in draft versions of each amended chapter. Because most of them have no material effect on coverage, cost, or conservation, they are not described here. The four primary changes that have the potential to affect coverage, cost or conservation are as follows:

- 1) Add seven new special status wildlife species to the Habitat Plan for coverage, protection and conservation.
- 2) Expand the Plan area boundary to the northwest for public and select project coverage and to the northeast for conservation only.
- 3) Include Valley Water’s Stream Maintenance Program and the California Vegetation Treatment Program as covered activities, including some provisions for acknowledging the beneficial actions of each of these programs.
- 4) Adjust cumulative impact assumptions and take limits for certain land cover types, habitats or specific species.

ADMINISTRATIVE DRAFT AMENDED CHAPTERS:

There are four universal changes to Plan text where replacement language has been selected to update and provide clarity to existing text within the document. These changes include the following:

- Name change from Santa Clara Valley Water District to Valley Water
- Name change from California Department of Fish and Game (CDFG) to California Department of Fish and Wildlife (CDFW)
- Removal of references to the Three Creeks HCP, which is no longer in development
- Change 'Study area' (existing Plan boundary) to 'Permit area' (existing Plan boundary, plus expanded coverage areas described below)

The following is a description of the primary additions, omissions and revisions to each chapter of the Habitat Plan. These revisions can all be found within the linked revised chapters in a track-change format for ease of discovery.

The primary changes to Chapter 1 include:

- Update to reflect the first amendment to the Habitat Plan and presumed date of approval
- Updated Table 1-2 to include the seven new species proposed to be added for coverage
- Definition of the expanded Plan boundary
- Updated Mission Statement approved by the PAC and Governing Board in 2024
- Notations that certain supporting or background documents were updated within the Habitat Plan, but only if their updates necessitated analysis for impact assumptions.

Amending the Plan to address early challenges in implementation offers the opportunity to reevaluate the covered species list and propose new species for coverage. Periodic re-evaluation is important and necessary when considering the many environmental threats facing an expanding list of local plants and wildlife. In the past ten years, several new species have been proposed for listing under CESA and ESA. If any of these species become listed, but are not covered by the Plan, then projects and activities affecting these species may require additional consultation and mitigation from project proponents. If that should occur, it would undermine the assurances baked into the Plan for expeditious project review, covered projects could experience costly delays, and the certainty created by the Plan through the transparency of both the avoidance measures and impact fees, would be eroded.

Species considered in the evaluation process for the Plan amendment consisted of special-status species:

- That were not previously evaluated in the original Plan;
- With a change (or proposed change) in regulatory listing status;
- With range expansion into the study area;
- With the potential to be impacted by covered activities; and/or
- That were of interest for take coverage by the Habitat Agency or members of the TAC.

Special-status species which were evaluated and excluded in the original plan because they did not meet any of the five criteria above were not reevaluated. Once selected for evaluation, each new

species was assessed based on a set of criteria described in the Plan (Section 1.2.4, Covered Species, subheading Covered Species Criteria). These criteria are as follows:

1. Range – the species is known to occur in the Plan area based on credible evidence, or is expected to occur in the Plan area sometime during the permit term (e.g., range expansion or reintroduction)
2. Status – the species is: listed or proposed for listing under the ESA; listed or candidate for listing under the CESA; listed as rare under the Native Plant Protection Act; or is expected to be listed under one of these acts within the permit term.
3. Impact – the species or its habitat would adversely be affected by covered activities
4. Data – sufficient data on the species' life history, habitat requirements and occurrence in the Plan area are available to adequately evaluate the impacts on the species and develop conservation measures to mitigate those impacts.

For species that met all the above criteria, a final screening criterion was whether coverage for the species is deemed necessary by the Habitat Agency and its co-permittees. For example, if there is interest in adding a species with a low potential to meet some of the above criteria but the species generally fit within the existing conservation strategy, will benefit from inclusion in the Plan, and will not significantly increase the cost to implement the Plan, then it could be included as a covered species.

Based on the above criteria, the following list of seven species is currently being proposed for coverage under the Plan amendment.

- Monarch butterfly (*Danaus Plexippus*)
- Large marble butterfly (*Euchloe ausonides ausonides*)
- Crotch's bumblebee (*Bombus crotchii*)
- Swainson's hawk (*Buteo swainsoni*)
- Loggerhead shrike (*Lanius ludovicianus*)
- American badger (*Taxidea taxus*)
- California mountain lion (*Felis concolor*) (Central Coast Distinct Population Segment)

The proposed expansion of the Plan boundary includes two separate components, but each one has a similar geographic purpose and extent. The current Plan boundary does not include the northwest or northeast portions of Santa Clara County between the existing Plan boundary and the county line. In the northwest, mostly covered by cities which are not co-permittees to the Plan, coverage was deemed unnecessary because private development secures approval authority through those cities and there is no nexus to the Plan. In the northwest, very little development or management of the land occurs, which would require coverage, so it was left out.

Through the Plan amendment process, the County of Santa Clara, Valley Water, and Valley Transportation Authority all requested coverage in the northwest portion of the County for ongoing operations and maintenance as well as future capital projects. The Plan can be extended to this area, even though it is within other city jurisdictions, because the requested coverage will be limited to land

owned or controlled by one of the co-permittee agencies. Examples of the select projects would be maintenance of streams, dams, canals, roadways, bridges and other infrastructure, as well as capital projects to repair or create new infrastructure. Private development would not be covered in this expanded area.

In the northeast, the Habitat Agency is proposing expansion of the existing Plan boundary out to the northeast County line to allow for potential expansion of the Reserve System by acquiring suitable habitat in that area. It is uncertain if land will eventually be enrolled for protection in this area, but having the potential for acquisition provides land protection options if the Habitat Agency encounters difficulty in securing the minimum acreages of specific land cover types within the existing Plan boundary. For both current and new proposed species, suitable and possibly occupied habitat may be available to address future conservation needs.

Certain development plans, policies and other documents that informed the existing Habitat Plan were updated between initial adoption and this amendment process. They were evaluated to determine whether the updates would have a significant effect on the impact assumptions. For example, Gilroy's General Plan update in November 2020 slightly constricted the urban growth boundary, which will reduce overall urban growth. However, it would not reduce all potential development of agricultural land and certain land cover impacts are still likely to occur. Additionally, this restriction builds on an existing growth boundary that has been in place for decades and the anticipated decrease in impact assumptions for the Gilroy is very small in the context of the entire Plan area. Therefore, this update is referenced, but because it did not result in a significant change in development patterns and the decrease in development potential was so small, no reduction in the overall impact assumption resulted from the update. By acknowledging the Gilroy Plan update, the Habitat Agency wanted to be transparent that potentially significant policy changes in the past twelve years had been given consideration. Many other updates or new plans, which were determined to not have an effect on the impact assumptions, were not addressed in the amendment as their inclusion would have slowed down review and approval of the Plan amendment.

The primary changes to Chapter 2 include:

- Inclusion of Valley Water's Stream Maintenance Program (SMP) and other VW activities
- Inclusion of the California Vegetation Treatment Program (CalVTP)
- Update of references to local plans, policies and ordinances where they relate to future growth restrictions
- Updated population figures and economic statistics for the local jurisdictions
- Description of beneficial actions to be considered as covered, but exempt from fee payment when consistent with the Conservation Strategy
- Acknowledging tribal access to Reserve System land if their uses are described in the Reserve Unit Master Plan for each property
- The series of bullets at the end of Section 2.4 (Projects and Activities not Covered by this Plan) are not new, but were approved as an errata to the original Habitat Plan upon its adoption in 2014, and are now simply incorporated into the text

This chapter was revised to expand coverage for certain activities, both within the existing Plan boundary and the new proposed expanded areas of coverage. Although Valley Water's Stream Maintenance Program was specifically excluded from the Habitat Plan, the list of activities included in that program are covered for all other co-permittees currently. The reason it was exempted from the Plan had to do with timing of the original SMP and the fact that the program had mitigation needs for the US Army Corps of Engineers and the Regional Water Quality Control Board, that could not be addressed by the Habitat Plan conservation strategy. However, since the Habitat Agency received approval of the In-Lieu Fee program for shared mitigation, and the newest reissuance of the SMP is under review at the time, it made sense for Valley Water to request inclusion through the Plan amendment. Within the expanded Plan area, Valley Water's Dam Maintenance and Pipeline Maintenance Programs will also be covered.

Another Chapter 2 update was focused on ensuring coverage for increasing land management activities to control vegetation and preventing wildfires. Activities outlined in the CalVTP, which was approved in 2019, are largely viewed as beneficial across the landscape because they control the spread of invasive weeds and reduce fire fuel loads. In the absence of fire or other vegetation management, landscapes become overgrown and wildfires in these areas are known as catastrophic. Managing fuel loads with a focus on ecosystem health ensures that future fires burn more slowly and destroy fewer native shrubs and trees. Although these vegetation management activities are already covered by the Plan, the co-permittees requested that CalVTP be specifically identified and covered for future reference. It is important to note that components of CalVTP, Valley Water's SMP, tribal management of landscapes, and ongoing public agency and private property owner vegetation management may be considered beneficial actions if they adhere to the same list of best management practices and specific avoidance and minimization measures for vegetation management outlined specifically in the revised Chapter 2 language.

The primary changes to Chapter 3 include:

- New land cover and natural community assessment within the expanded Plan area
- Identifies existing and new habitats for the seven newly proposed covered species
- Updated topography, slope and watershed mapping for the expanded Plan area
- Updated existing species occurrence data within the expanded Plan area and noted occurrences of the seven proposed covered species in both the current and proposed expanded Plan area

The revisions in Chapter 3 are focused on updating descriptions of the biological setting of the Plan area to include habitat assessments for all 7 of the new covered species, as well as a new assessment of the biological setting in the expanded Plan area for all 25 species (18 existing and 7 new). Appendix B – Species Accounts, was also updated to provide new account records for all the new proposed species. This included consultation with the wildlife agencies, biologist consultants and Habitat Agency biological staff to ensure the proper habitat designations were applied to the new species.

The primary changes to Chapter 4 include:

- Adjust the impact assessment to account for expanded Plan boundary

- Adjust impact assessment to account for impacts to the seven new species proposed for coverage
- Change methodology of tracking land cover impacts at the natural community level
- Increase temporary take levels
- Increase impact assumptions for burrowing owl occupied habitat
- Expand occupied habitat buffer from 0.5-mile to one mile in the vicinity of the Burrowing Owl Conservation Easement at the San Jose/Santa Clara Regional Wastewater Treatment Facility
- Reduce permanent impact assumptions for certain pond and wetland land covers

With the updates and expansion of covered activities described in Chapter 2, and a new biological setting established in Chapter 3, the Habitat Agency updated the impact assessment. As documented in the Habitat Agency’s annual report (May 2025), by the end of Fiscal Year 2025 the Habitat Agency had provided take coverage for permanent impacts to 2,030 acres of land in its first 11 years of operation. This amount is 1,930 acres short of land conversion expectations that drive the Habitat Plan’s minimum conservation and restoration requirements. Because the Plan has over-assumed permanent impacts to land cover, the amended Chapter 4 concludes that all future land cover impacts, including new covered activities and impacts within the expanded Plan area, remain below the maximum level set in the original Plan. Thus, there is no increase in any permanent impact assumption for any land cover type resulting from the proposed amendment. There are some increases to the temporary impact assumptions, but temporary impacts do not require conservation action and do not result in any additional costs.

As shown in Table 1 below, Chapter 4, impact assumptions to ponds, freshwater marsh, and mixed riparian habitats are proposed to be lowered. This is because impacts to those specific aquatic land cover types have been far below anticipated impact assumptions, but more importantly, impacts to aquatic resources require expensive restoration efforts regardless of the level of impact. By reducing the take assumptions, the Habitat Agency can reduce the minimum restoration commitment and overall cost of the Plan.

Table 1. Summary of Mitigation and Contribution to Recovery for Aquatic Land Cover Types

Land Cover Type	Maximum Allowable Permanent Impacts ¹ (acres)	Preservation and Enhancement Requirements		NCCP Contribution to Recovery		Restoration/ Creation Requirements		Maximum Protection and Restoration/ Creation	
		Required Preservation Ratio	Preservation Requirement to Offset Impacts ¹ (acres)	Minimum Requirement		Required Mitigation Ratio (in addition to preservation)		Estimated Total Protection (acres)	Estimated Total Restoration or Creation (acres)
				Preservation ^{1,2}	Restoration/Creation	Restoration	Creation		
Riparian forest and scrub									
Willow riparian forest and scrub or mixed riparian forest and woodland ³	289235	2:1	5782470 ²	250	5035	1:1	–	578470	324270
Central California sycamore alluvial woodland	7	2:1	14	40	--	2:1	–	40	14
Wetland									
Coastal and valley freshwater marsh (perennial wetland)	2520	2:1	5040	10	2016	1:1	–	5040	4536
Seasonal wetland ³	15	2:1	30 ³	5	--	2:1	–	30	30
Open Water									
Pond ⁴	5230	2:1	10460	50	2011	–	1:1	10460	7241
Total Aquatic Land Cover Types (acres)	388307		776614	355	9062			802640	446391
Stream (miles)	9.4	3:1	28.2	100	1	1:1	–	100	10.4

The Plan does not allow for direct take of burrowing owls but authorizes conversion of up to 198 acres of occupied BUOW habitat. Occupied nesting habitat impacts may be approved for development within 0.5-mile of a nest. Mitigation fees for these impacts fund the burrowing owl conservation strategy, including the captive rearing, captive breeding, and reintroduction programs. As of the date of this staff report, the Habitat Agency has authorized take of 162 acres of occupied BUOW habitat, and only 36 acres of take remain. The species is now a candidate for listing on the California ESA, so continued coverage of the owl by the Plan is critical.

Following consultation with the wildlife agencies, the burrowing owl conservation strategy has been amended to allow for 20 more acres of permanent take coverage immediately. An additional 40 acres of take may be authorized by the wildlife agencies if the Habitat Agency can come into compliance with the stay-ahead provision for protection of occupied burrowing owl habitat that keeps pace with, or exceeds the requirement based on accrued impacts. A third installment of take (another 40 acres) could be approved following demonstration of continued compliance with the stay-ahead provision and a sustained, positive growth trend for the species.

Since all of the current occupied nesting habitat occurs around the San Jose/Santa Clara Regional Wastewater Facility (RWF), take coverage for impacts to occupied nesting habitat is most critical for projects within the City of San Jose. This allowance for up to 100 additional acres of take authorization would ensure that the City of San Jose continues to benefit from the streamlined permitting for take afforded by the Habitat Plan for future public and private projects in the vicinity of the RWF.

The primary changes to Chapter 5 include:

- Adding conservation actions for new covered species
- Update adaptive management approaches to conservation requirements
- Increase take limit for burrowing owl occupied habitat (from 198 acres to 298 acres)
- Develop a strategy for the incremental release of take acreage for burrowing owl occupied habitat contingent upon new success criteria
- Reducing minimum restoration commitments commensurate with the proposed reduction in maximum allowable take of aquatic resources
- Added public education and outreach goals for bird-safe actions, noise reduction, light shielding and pollinator-friendly practices to be implemented by the Habitat Agency

This chapter was revised to include a conservation strategy for each of the new covered species. As shown in draft Chapter 5, many of the existing conservation approaches for the currently covered species will also benefit the new suite of species. For example, protection of 13,300 acres of annual grassland as currently required by the Plan to mitigate for impacts to kit fox, burrowing owl and other covered species would also provide protection benefits to mountain lion, loggerhead shrike, monarch butterfly and other new proposed species. Similarly, management of oak woodlands, as currently required, can provide the same benefit to other species not currently covered.

Where the existing conservation strategy was not considered adequate for the new species, and in consultation with the wildlife agencies and other species experts, additional measures, known as Biological Goals and Objectives (BGO's), are identified in the draft chapter. Therefore, the text of this chapter has been updated, but also Tables 5-1 and 5-2, which list the BGO's.

Consistent with the proposed increase to the burrowing owl take limits, Chapter 5 and Appendix M (Burrowing Owl Conservation Strategy) were both updated with new conservation commitments, primarily focused on close coordination and continued consultation with the wildlife agencies to ensure additional take is commensurate with success criteria in the new draft language.

The primary changes to Chapter 6 include:

- Add new survey requirements and avoidance measures for Swainson's hawk (new Condition 21) and loggerhead shrike (new Condition 22)
- Add new voluntary Condition 23 to avoid payment of temporary impacts fees associated with mowing and other vegetation management when conducted to minimize impacts to covered pollinator species
- Added new language to streamline reporting requirements for temporary land management actions, such as mowing and vegetation management
- Revised language in Condition 11 to clarify that the Habitat Agency itself does not have the authority to stop any development – such authority only exists with the local jurisdiction
- Revised Table 6-2 to eliminate aquatic resource avoidance and minimization references associated with Regional Water Quality Control Board or US Army Corps of Engineers and National Pollutant Discharge Elimination System (NPDES) permitting compliance in favor of incorporating such measures by reference

This chapter was revised to add two new required conditions for coverage of loggerhead shrike and Swainson's hawk. A third new condition, which is voluntary, will allow co-permittees to avoid temporary or permanent impact fees for impacts to pollinator species if they abide by avoidance and minimization measures included in the condition. This condition is meant to address impacts to the new pollinator species.

A minor adjustment to Condition 11 now clarifies that the Habitat Agency cannot prohibit a reduction in stream setbacks for a project but can only provide a recommendation to the authorizing jurisdiction. Also related to aquatic resources, the amended Chapter 6 includes an update to consolidate Table 6-2 (Aquatic Avoidance and Minimization Measures) because state law now permits incorporation by reference, so there is not a need to list every possible measure by every regulatory agency. The list is consolidated, renumbered and now only includes those measures which could impact or directly benefit covered species.

The primary changes to Chapter 7 include:

- Removal of the Independent Conservation Assessment Team
- Adjustments to existing covered species monitoring requirements based on feedback and lessons learned during the first 10 years of implementation.
- Adding a monitoring framework for all seven new covered species

- None of the original tables or figures required edited

This chapter was revised to add monitoring and management requirements for the new species, as well as provide some additional flexibility in surveying and monitoring requirements for existing species by allowing for more time between survey efforts, when they can be determined to not have an effect on the performance of the monitoring program.

Removal of the independent conservation assessment team is proposed due to the fact that local species experts work regularly with the Habitat Agency in a number of capacities and have the best understanding of the local species population needs. Additionally, the Habitat Agency is now staffed with four biologists who are becoming local authorities on our covered species. The periodic convening of an independent team to assess performance of the Plan is considered to be an unnecessary expense and use of staff time because our successful compliance with the Biological Goals and Objectives of the Plan is transparent in publicly shared annual reports.

The primary changes to Chapter 8 include:

- Expanded definition of a conservation easement to allow for other land protection instruments consistent with California Civil Code Section 815 (providing flexibility and reducing costs to the Habitat Agency in acquiring and protecting land)
- Minor updates

The Plan requirement for reserve properties to be protected with a conservation easement has proven costly and time consuming, and in some cases, unachievable. Smaller properties (less than 100 acres, for example), which are important acquisitions by the Habitat Agency due to their natural resources or geographic locations important for wildlife connectivity, are rarely of interest to open space agencies and an unwelcome burden for private property owners. Additionally, California Civil Code Section 815 defines a conservation easement as any one of a number of protective instruments which can be recorded on a property. The Habitat Agency asserts that, provided land is owned by the Agency, alternative perpetual protection documents may be relied on in the future to secure enrollment of new properties without the lengthy and costly conservation easement template included in the Plan.

The primary changes to Chapter 9 include:

- Adjust the cost analysis to account for increase in conservation actions to mitigate impacts for the new covered species
- Reduce costs associated with the minimum restoration commitments for willow riparian, freshwater marsh and pond impacts as a result of reduced impact assumptions in Chapter 4
- Account for additional take limit for burrowing owl occupied habitat impacts, both for increased fee revenue and commensurate increase in conservation commitments for this species
- Prepare a new Appendix P to provide analysis and summary of all cost model changes associated with the Plan amendment

The final revised Chapter 9 is updated to reflect new costs and cost savings that would result from the amended Plan. It is important to note that these cost assumptions are not reflected as a direct change in the cost model of the existing Plan. This is because the original cost model (from 2012) and associated fee schedule have been updated with a comprehensive analysis resulting from the Plan’s requisite Five-Year Fee Review. The most recent Five-Year Fee Review was completed in 2019, so the new cost analysis for the Plan amendment is based on the resulting adjusted cost model of that review.

In addition to the relatively minor Chapter 9 text changes, a new Appendix P was prepared and proposed for approval. Appendix P provides an in-depth explanation of the analysis of the cost model changes that would result if the Plan amendment were approved. The chart below, excerpted from the new Appendix P, provides an overview and explanation of any potential cost adjustments that could result from the Plan amendment.

Plan Amendment Change	Effect on Costs	Effect on Fees & Revenues
Add seven new covered species.	Small increase in land management and monitoring costs.	Small changes in land cover, serpentine, and nitrogen deposition fee levels and revenues.
Expand Plan boundary.	No increase in reserve acquisition costs	No effect.
Expand covered activities.	No effect because no change in required conservation activities.	Negligible effect on development fee revenue from expanded coverage for specified public projects.
Adjust cumulative impacts and take limits: reduce allowable wetland impacts and conservation actions.	16% decrease in wetland restoration/creation costs.	Small increase in wetland fee levels and 11% decrease in fee revenue. ¹
Adjust cumulative impacts and take limits: increase western burrowing owl impacts and conservation actions.	Small increase in burrowing owl conservation strategy costs. <i>(See Chapter 2.)</i>	17% decrease in burrowing owl fee level and small increase in fee revenue. ² <i>(See Chapter 3.)</i>
Overall effect on funding strategy.	Small decrease in total Plan costs.	Small decrease in total Plan funding and small increase in ending fund balance.¹
¹ This Appendix P analysis does not incorporate a small potential reduction in non-fee funding associated with reduced wetland restoration/creation for contribution to recovery (versus mitigation, see Table 2.1). See Chapter 4 for further discussion. ² Burrowing owl fee decreases because allowable impacts increase more in proportion to mitigation costs. See Chapter 3 for more explanation.		

Also excerpted from Appendix P is a table (below) itemizing the cost adjustments in terms of dollars and percentages of change from the existing cost model. When all is considered, the Plan amendment would result in a 3.2% reduction in total plan costs over the permit term. This amounts to a potential \$23 Million savings to the Habitat Agency in future implementation, while achieving conservation for an expanded number of species.

	2019 Five-Year Review	2026 Plan Amendment	Amendment vs. Five-Year Review	
			Amount	Percent
Wetland Restoration/ Creation	\$132,410,000	\$110,670,000	(\$21,740,000)	(16.4%)
Reserve Management and Maintenance	\$156,640,000	\$156,590,000	(\$50,000)	(0.0%)
Monitoring, Research, and Scientific Review	\$40,420,000	\$40,550,000	\$130,000	0.3%
Western Burrowing Owl Conservation Strategy	\$11,790,000	\$11,930,000	\$140,000	1.2%
Land Acquisition & Enrollment	\$243,400,000	\$243,400,000	\$0	0.0%
Program Administration	\$30,440,000	\$30,440,000	\$0	0.0%
Technical and Permitting Support	\$22,700,000	\$22,700,000	\$0	0.0%
Contingency Fund	<u>\$16,700,000</u>	<u>\$16,340,000</u>	<u>(\$360,000)</u>	<u>(2.2%)</u>
Subtotal	\$654,500,000	\$632,620,000	(\$21,880,000)	(3.3%)
Endowment Fund Contribution	\$71,520,000	\$70,150,000	(\$1,370,000)	(1.9%)
Plan Preparation Cost Recovery	\$5,040,000	\$5,040,000	\$0	0.0%
Total	\$731,060,000	\$707,810,000	(\$23,250,000)	(3.2%)

Note: All dollar amounts in FY 2017-18 dollars.

Sources: Urban Economics, *Five-Year Review of the Santa Clara Valley Habitat Plan Costs, Funding & Development Fees*, June 2020, Table 2.1, p. 10; Appendix P2, Table 9-1.

The primary changes to Chapter 10 include:

- Updates to climate change and temperature data
- No other significant revisions

The primary changes to Chapter 11 include:

- Updates to include alternatives to take for new covered species
- No other significant revisions

HABITAT PLAN AMENDMENT COMPLETION SCHEDULE:

As mentioned above, the Plan amendment is funded by two USFWS Section 6 grants, administered by CDFW. The final grant deliverable for this Plan amendment is a completed draft of the Amended Habitat Plan, including environmental clearances and approval by the Habitat Agency Implementation Board. The grant deadline for funding is January 27, 2026. This means the full Amended Habitat Plan must be approved by the Implementation Board at the January 2026 meeting.

The schedule below shows the remaining milestones to finalize the Plan amendment process. Once approved by the Implementation Board, the final draft Amended Habitat Plan must be sent to the wildlife agencies for their review of all changes. Their legal counsel must review and accept the document, and findings for the new species and changes to Plan scope must be made. This period of their review may take many months to complete and may require subsequent changes.

TASK	2025						2026		
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Complete Administrative Draft of Plan									
Share Admin Draft Plan with SCVHA Board									
CEQA and NEPA Process									
Public Draft Amended Plan to PAC									
Public Draft Amended Plan to SCVHA Board for Approval									
Submit USFWS 10(a)1(b) Permit									
USFWS and CDFW Review of Amended Permit									

ACTION:

The Habitat Agency requests that the Gilroy City Council approve pursuit of the Plan amendment as presented and authorize the Habitat Agency Implementation and Governing Boards to approve a final Plan Amendment upon completion of environmental review.

Following approval of the Plan amendment in January, the grant funding will expire, and minor administrative processing of the revised Plan being approved by the wildlife agencies and returning to the Joint Board for final adoption would be borne by the Habitat Agency. This cost is not expected to exceed \$40,000 and would consist primarily of staff time to process.

SANTA CLARA VALLEY HABITAT PLAN

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and among the Santa Clara Valley Habitat Agency (“Agency”), the County of Santa Clara (the “County”), the City of San Jose (“San Jose”), the Santa Clara Valley Water District (“SCVWD”), the Santa Clara Valley Transportation Authority (“VTA”), the City of Gilroy (“Gilroy”), the City of Morgan Hill (“Morgan Hill”), and the Santa Clara County Open Space Authority (“OSA”). The parties may be referred to collectively as the “Parties” and individually as a “Party” in this MOU. The County, San Jose, SCVWD, VTA, Gilroy and Morgan Hill are collectively referred to as “Local Partners.”

RECITALS

- A. The Local Partners have been engaged in a lengthy process to develop a joint habitat conservation plan and natural communities conservation plan entitled the “Santa Clara Valley Habitat Plan” (“Habitat Plan”).
- B. The purposes of the Habitat Plan include the long-term protection of ecosystems and biodiversity within the geographic area covered by the Habitat Plan, and the provision of incidental take authorization pursuant to the Federal Endangered Species Act and the California Natural Community Conservation Planning Act for local land use and public agency infrastructure activities.
- C. The Habitat Plan and the Santa Clara Valley Habitat Plan Implementing Agreement (“Implementing Agreement”) identify certain duties and obligations that must be fulfilled, in whole or in part, by an “Implementing Entity.”
- D. The Local Partners determined that it was appropriate to establish a joint powers agency to serve as the Implementing Entity for the Habitat Plan. The Joint Powers Act, Gov. Code § 6500 et seq., requires that all parties to a joint powers agreement have common powers. One of the primary functions of the joint powers agency is to adopt mitigation fees for development projects pursuant to the Mitigation Fee Act, Government Code § 66000 et seq., to help finance Habitat Plan implementation activities. Because only certain of the Local Partners (the County, San Jose, Morgan Hill and Gilroy) have clear authority to adopt mitigation fees, the Local Partners determined that the parties to the joint exercise of powers agreement (“Agency Agreement”) creating the Santa Clara Valley Habitat Agency would be limited to the County, San Jose, Morgan Hill and Gilroy. Nonetheless, because the Implementing Agreement and the Permits associated with the Habitat Plan provide that all Local Partners are responsible for ensuring that the Habitat Plan is fully implemented, all of the Local Partners will play a role in the Santa Clara Valley Habitat Agency.
- E. The OSA will also play a critical role in Habitat Plan implementation, including potential contributions of land to the Habitat Plan Reserve System and/or potentially undertake management and monitoring, and/or provide other services related to implementation of the Habitat Plan.

NOW, THEREFORE, the Parties, for and in consideration of the mutual promises and agreements herein contained, agree as follows:

1. PURPOSES

The purposes of this MOU are to:

- Further define the roles, rights and responsibilities of the Parties with respect to Habitat Plan implementation activities;
- Explain the relationships between the Parties;
- Establish processes for resolving disputes and addressing other issues that may arise with respect to the Habitat Plan;

2. EFFECTIVE DATE

The following conditions must occur before this MOU will go into effect: 1) the Implementing Agreement must be fully executed; and 2) all parties must execute this MOU. The effective date of this MOU will occur at the date when both of the above mentioned conditions have been fulfilled.

3. DEFINITIONS

Unless the context otherwise requires, the terms used in this MOU shall have the same definitions as provided in the Implementing Agreement.

4. LOCAL PARTNER AND AGENCY ROLES

- (a) All of the Local Partners are Permittees and parties to the Implementing Agreement. Therefore, all of the Local Partners must ensure that they comply with the Habitat Plan and Permits. However, although each Local Partner must ensure that its own actions comply with the Plan and Permits, the primary responsibilities for implementing the Habitat Plan rests with the Agency. Among other things, the Agency is responsible for ensuring that there is sufficient funding to perform all implementation activities, including activities during the permit term and in perpetuity. Except for paying SCVHP Fees associated with their own projects and, where applicable, collecting SCVHP Fees from private project applicants and transmitting SCVHP Fees to the Agency, the Local Partners are not required to fund implementation activities. These roles and responsibilities are more fully described in Chapter 8 of the Habitat Plan.
- (b) Although VTA and SCVWD are not parties to the Agency Agreement, all of the Local Partners will play an active role in the Agency through, among other things, their representatives on the Implementation Board of the Agency. The fact that VTA and SCVWD are not parties to the Agency Agreement should not be viewed in any way as diminishing their rights and responsibilities established in the Habitat Plan or Permits.

5. OSA ROLE

- (a) Although OSA is not a Permittee, the Parties anticipate that OSA may contribute land and potentially other resources that will assist with fulfilling Habitat Plan implementation responsibilities. Exhibit __, which is attached hereto and incorporated by reference herein, are the "Principles of Participation in the Santa Clara Valley Habitat Plan" that were adopted by the OSA Board on September 9, 2010.
- (b) While the OSA is not a Permittee under the Habitat Plan, the OSA has the option to apply for take authorization under the Plan as a Participating Special Entity. To receive this take authorization, the OSA would follow the procedures outlined in the Habitat Plan, including approval by the Implementing Entity and the Wildlife Agencies. To anticipate this, the estimated impacts of OSA activities on the covered species will be included in the Plan. Any Habitat Plan fees due would be offset by an equivalent value of OSA land being concurrently incorporated into the Habitat Plan Reserve System.

6. COMPENSATION FOR LOCAL PARTNER CONTRIBUTIONS TO IMPLEMENTATION REQUIREMENTS

The Local Partners may contribute land, provide services, or undertake other activities (e.g., habitat creation, restoration, monitoring) that fulfill Habitat Plan implementation requirements. The process by which the Agency will evaluate the value of these contributions and give credit to the Local Partners for these "in lieu" activities is set forth in Section 9.4.1 of the Habitat Plan.

7. IMPLEMENTATION FUNDING SHORTFALLS

- (a) Although the Local Partners believe that the cost and funding assumptions in the Habitat Plan are sound, there is always the possibility that there will be funding shortfalls and/or that the costs of implementing the Habitat Plan exceed expectations. As set forth in the Habitat Plan and Implementing Agreement, the Agency is responsible for implementation and any funding shortfalls, and for ensuring that SCVHP fees keep pace with Habitat Plan implementation costs. Except for SCVHP fees associated with their own Covered Activities, the Local Partners are not required to contribute any of their funds toward Habitat Plan implementation.
- (b) If there is a funding shortfall, the Agency will take all feasible steps to address the funding shortfall, including but not limited to seeking loans from all possible sources.
- (c) If, despite all reasonable efforts, the Agency is unable to address a funding shortfall, the Local Partners will meet and confer regarding how to proceed. Options that may be considered include, but are not limited to, loans from one or more Local Partners to the Agency, grants from Local Partners, government agencies or non-governmental entities, relinquishing the permits, and/or amending the Habitat Plan and Permits.
- (d) No Local Partner shall be required to provide funding to the Agency. If a Local Partner, in the sole discretion of its governing body, agrees to provide funding to the Agency, it may do so on the condition that the Agency either provide the Local Partner with credit toward future SCVHP Fees or repay the loan at a future date.

8. HABITAT PLAN/PERMIT AMENDMENTS

- (a) There are a variety of reasons why the Local Partners may want or need to amend the Habitat Plan and Permits over the 50-year term, including but not limited to the following:
- to add or remove Covered Species;
 - to expand or retract the Permit Area boundaries;
 - to add a Permittee;
 - to address a significant funding shortfall that cannot be addressed through any feasible means;
 - to reflect significant changes in Habitat Plan assumptions (e.g., the amount or timing of "Take"); or
 - to provide for additional Covered Activities.
- (b) If the Agency or one or more of the Local Partners desires to amend the Habitat Plan and/or Permits, then that Local Partner shall notify the Agency and all of the other Local Partners of this desire and provide an explanation of the proposed amendment and reasons for the amendment.
- (c) Upon being notified by the Agency or a Local Partner of a request to amend the Habitat Plan and Permits, the Agency and all Local Partners will meet and confer regarding whether to proceed with the proposed amendment.
- (d) The costs associated with any amendment to the Habitat Plan and Permits (including but not limited to preparation, analysis and approval of the amendment documents and implementation responsibilities resulting from the amendment) shall be borne by the Local Partners in a manner that reflects the relative benefit of the amendment to each Local Partner. A cost allocation shall be mutually agreed upon by the Local Partners before any costs are incurred in relation to the amendment. Any Local Partner that commences work on an amendment prior to this proceeds at its own risk.
- (e) Any decision to seek an amendment to the Habitat Plan and Permits, and the cost allocation associated with the amendment, shall be approved by the governing bodies of all of the Local Partners before any work is begun or any costs are incurred in relation to the amendment. Any Local Partner that commences work on an amendment prior to this proceeds at its own risk.

9. WITHDRAWAL

- (a) If a Local Partner decides to withdraw from the Implementing Agreement and relinquish its Permits, it shall first provide 180 days written notice to the Agency, the other Local Partners and the OSA. Notwithstanding such withdrawal, the withdrawing Local Partner shall remain obligated, to the same extent, if any, that the remaining Parties are obligated, to contribute amounts necessary to pay any debts, liabilities and obligations of the Agency arising from or related to actions taken by the Agency while the withdrawing Party was a party to the Implementing Agreement. Upon withdrawal, the withdrawing Party shall no longer be a Party to this MOU or a Local Partner, and the term "Parties" and "Local Partners" as used in this MOU shall thereafter mean the remaining Parties and Local Partners to this MOU.

- (b) The OSA may withdraw from the MOU upon ninety (90) days written notice to the Agency and the Local Partners. Upon withdrawal, the OSA shall no longer be a Party to this MOU, and the term "Parties" as used in this MOU shall thereafter mean the remaining Parties and Local Partners to this MOU.
- (c) Within 30 days after receiving a notice of withdrawal, the Parties who will remain will meet to discuss whether any amendments to the Habitat Plan, Permits or Implementing Agreement are necessary or appropriate in light of the withdrawal, and to prepare any appropriate amendments for consideration by the governing bodies of the remaining Parties. The requirements of this provision are intended to be in addition to any notice or other requirements set forth in the Implementing Agreement or Permits pertaining to withdrawal from or termination of the Habitat Plan or Permits.

10. TERMINATION BY ALL LOCAL PARTNERS

If the governing bodies of all or some of the Local Partners agree to relinquish the Permits and terminate the Implementing Agreement, then the Agency and Local Partners will undertake a process to discuss and resolve the following issues:

- Calculating and funding the amounts necessary to pay any debts, liabilities and obligations of the Agency arising from or related to actions taken by the Agency while the Permits and Implementing Agreement were in effect, including but not limited to funding any endowment necessary for ongoing obligations related to Reserve System lands; and
- Identifying one or more successor(s) to fulfill the continuing obligations of the Agency.

The dispute resolution process in Section 15 of this MOU may be used for this purpose.

11. REMEDIES FOR HABITAT PLAN/PERMIT/IMPLEMENTATION AGREEMENT VIOLATIONS

- (a) Although the Wildlife Agencies will issue separate permits to the Agency and Local Partners, the obligations imposed by the Habitat Plan, Implementation Agreement and Permits operate collectively. Therefore, if the Agency or a Local Partner violates the Habitat Plan, Implementation Agreement or Permits in a way that puts the overall Habitat Plan or Permits at risk or subjects the Agency and/or Local Partners to an enforcement action, then the other Parties may take any and all commensurate and reasonable action against the violating Party to remedy the noncompliance, including but not limited to filing a lawsuit seeking injunctive relief or specific performance.
- (b) The Parties shall engage in the dispute resolution process set forth in Section 15 of this MOU prior to filing a lawsuit for an alleged violation. The dispute resolution process is not required, however, if there is a threat of imminent harm to any Party or if the Wildlife Agencies have notified the Parties of their intent to suspend the Permits or undertake other enforcement action.

12. INDEMNIFICATION AND INSURANCE

- (a) Except as provided in Section 14(c) of this MOU, the Agency shall indemnify, defend and hold harmless all of the Local Partners and the OSA and their officers,

agents, and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, the adoption, execution, performance or implementation of the Habitat Plan, the EIR/EIS, the Permits, the Implementing Agreement, the Agency Agreement or this MOU provided, however, that this obligation by the Agency shall not apply to; (1) reckless, intentional, or willful conduct leading to personal injury, or (2) any claims, demands, damages, costs, expenses or suits by one party to this MOU against one or more other parties relating to an alleged breach of either agreement. The Agency shall reimburse the Local Partner(s) and the OSA for all reasonable costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation or action in which the Agency is obligated to indemnify, defend and hold harmless the Local Partner(s) and the OSA under this MOU. Any indemnified party may elect to provide its own defense at that party's own expense.

- (b) It is the intent of the Parties that the provisions of this Section 12 provide the broadest possible coverage for the Local Partners. The Agency shall obtain and maintain insurance to provide sufficient coverage to fulfill its obligations under this Section.
- (c) Each Local Partner shall require that any consultant hired to implement this MOU obtain and maintain insurance policies to provide sufficient coverage to fulfill its obligations under this Section.
- (d) If any claim, liability, loss, injury or damage for which the Agency is obligated to indemnify, defend and hold harmless the Local Partner(s) and the OSA pursuant to this Section 12 is filed or incurred before the Agency is formed, has sufficient revenues or obtains sufficient insurance to fulfill its obligations under this Section 12, then the Local Partner(s) may bear their own their reasonable costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation or action in which the Agency is obligated to indemnify, defend and hold harmless the Local Partner(s) and the OSA under this Section 12 and recover them from the Agency at a future date, and the Agency shall not raise any defenses related to the timeliness of such a claim for recovery (e.g., statute of limitations, laches) against the Local Partner(s) or the OSA.

13. AGENCY FAILURE/INABILITY TO PERFORM

- (a) If, for any reason, the Agency is unable or unwilling to perform its implementation duties, then the Local Partners will meet and confer regarding how to proceed. Options that may be considered include, but are not limited to, recommending that the parties to the Implementing Agreement dissolve the Agency and that the Local Partners establish a new implementing entity or reallocate Habitat Plan implementation obligations.
- (b) If a particular Local Partner or its representatives to the Governing Board or Implementation Board are preventing the Agency from fulfilling its duties, then the other Local Partners shall notify the governing body of the Local Partner that is preventing the Agency from fulfilling its duties and request that the governing body promptly address the situation. If the situation is not resolved within 60 days, the other Local Partners may seek judicial relief, including but not limited to requesting that the court reform the Implementing Agreement without the consent of the Local Partner that is preventing the Agency from fulfilling its duties.

14. COMPENSATION FOR SERVICES/ACTIVITIES PROVIDED TO AGENCY

- (a) Due to the necessity and desire to keep Habitat Plan implementation costs as low as possible, the Agency may contract for many goods and services. In procuring goods and services, the Agency will utilize a selection process that is fair, objective and impartial, and is intended to result in the selection of a provider that provides the best value and meets the needs of the Agency. The Parties acknowledge that they are not entitled to any rights or preferences in the Agency's selection process. If a Party believes that it has been treated unfairly during any Agency selection process, it may invoke the dispute resolution process set forth in Section 15 of this MOU.
- (b) If a Party provides services to the Agency, it may negotiate with the Agency to be compensated with cash or credits toward SCVHP Fees. The form of compensation may be a factor that the Agency considers during its selection process.
- (c) If a Party contracts with the Agency to provide land, services or perform other activities on behalf of the Agency, then any indemnity and defense responsibilities related to that arrangement shall be addressed in the agreement for the particular goods and services, and the indemnification and defense provisions in Section 12 of this MOU shall not apply.

15. DISPUTE RESOLUTION PROCESS

In addition to the other provisions of this MOU that require the Parties to engage in the dispute resolution process in this Section, any Party may request that the Parties voluntarily engage in the dispute resolution process set forth in this Section at any time and for any reason related to the Habitat Plan, Permits, Implementing Agreement or any matters related thereto. The intent of this provision is to provide an informal dispute resolution measure which is alternative to a court action.

- (a) Informal Negotiations Before Mediation. Any negotiations the Parties may undertake to resolve disputes before Mediation is initiated are for settlement purposes only and are not binding. Any Party may notify any other Party of a disagreement or dispute regarding provisions of the Habitat Plan, Permits, Implementing Agreement or any matters related thereto. That notifying Party shall first request discussion among all the Parties. The dispute may be informally resolved by consensus of the Parties. Only after proceeding through such an informal dispute resolution process described in this Section may a Party seek mediation as described in Section 15 (b).
- (b) Mediation.
 - (i) Non-Binding Nature of Mediation. If any dispute or issue related is not resolved through informal negotiations, the Parties agree to attempt to resolve the matter through mediation. Any mediation is voluntary, non-binding, and intended to provide an opportunity for the Parties to arrive at a mutually agreeable solution.
 - (ii) Initiation of Mediation. Any Party may initiate mediation for any dispute or issue related to this MOU by submitting a written request for mediation to the other Parties involved in the dispute. The request for mediation shall contain a brief statement of the nature of the dispute or claim, and the names, addresses, and telephone numbers of those who will represent the Party submitting the request for mediation.

- (iii) Selection of Mediator. Within 14 days of receiving a request for mediation, the involved Parties shall meet and confer to select a mediator agreeable to the Parties. Any mediator selected shall have expertise in the area of the dispute and be knowledgeable about the mediation process. No person shall serve as a mediator in any dispute in which that person has any financial or personal interest in the result of the mediation.

Before accepting an appointment as mediator, the prospective mediator shall be required to disclose all circumstances likely to create a perception of bias or prevent a prompt meeting with the Parties. Upon receipt of such information, the Parties will meet and confer and decide whether to select another mediator.

- (iv) Representation During Mediation. The Parties may be represented by persons of their choice, who shall have full authority to negotiate on behalf of the Party they represent. The names, addresses, and telephone numbers of such representatives shall be communicated in writing to all Parties and the mediator.
- (v) Time and Place of Mediation. The Mediator shall set the time of each mediation session. The mediation shall be held at any convenient location within Santa Clara County that is agreeable to the mediator and the involved Parties. All reasonable efforts will be made by the Parties and the mediator to schedule the first session within thirty (30) days after selection of the mediator.
- (vi) Identification of Matters in Dispute. At least 10 days before the first scheduled mediation session, each involved Party shall provide the mediator with a brief memorandum not longer than 10 pages setting forth its position with regard to the issues that need to be resolved. At the mediator's discretion, the memoranda may be mutually exchanged by the Parties.
- (vii) Authority of Mediator. The mediator shall not have authority to impose a settlement on the Parties, but will attempt to assist the Parties in reaching a satisfactory resolution of their dispute. The mediator is authorized to conduct joint and separate meetings with the Parties and to make oral and written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided the involved Parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice shall be made by the mediator or the Parties, as determined by the mediator.
- (viii) Privacy. Mediation sessions are private. The Parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the Parties and consent of the mediator.
- (ix) Confidentiality. Confidential information disclosed to a mediator by the Parties or by witnesses in the course of mediation shall not be divulged by the mediator or the Parties. All records, reports, and other documents and information produced during mediation shall be confidential. The mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or a judicial forum. The Parties shall maintain the confidentiality of the mediation and shall not rely on, or

introduce as evidence in any arbitration, judicial or other proceedings any of the following: (a) views expressed or suggestions made by the other Party with respect to a possible settlement of the dispute; (b) statements made by the other party in the course of the mediation proceedings; (c) proposals made or views expressed by the mediator; or (d) whether the other Party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

- (x) No Record of Proceedings. There shall be no stenographic or other record of the mediation proceedings.
- (xi) Termination of Mediation. The mediation may be terminated in any of the following ways: (a) by the execution of a settlement agreement by the Parties; (b) by a written declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or (c) by a written declaration of any Party to the mediation that it is terminating the mediation proceedings.
- (xii) Interpretation and Application of These Mediation Provisions. The mediator shall interpret and apply these mediation provisions insofar as they relate to the mediator's duties and responsibilities.
- (xiii) Expenses. The expenses of witnesses for each Party shall be borne by the Party producing the witnesses. All other expenses of the mediation, including required travel and other expenses of the mediator, the expenses of any witness called by the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be the sole responsibility of the Agency.

16. TERM OF MOU

This MOU shall remain in effect until it is terminated by mutual agreement of the Parties.

17. AMENDMENT OF MOU

This MOU may be amended only by written agreement executed by all of the Parties.

18. POST-PERMIT ISSUES

The Parties anticipate that the Agency will be dissolved at the end of the 50-year Permit term and that one or more successor entities will need to be identified to fulfill the implementation responsibilities that will continue in perpetuity. In light of this, the Parties agree as follows:

- By no later than the beginning of year 45 of the Permit term, the Parties will begin the process of identifying all implementation responsibilities that will continue beyond the 50-year Permit term and related funding requirements (e.g., endowment for continuing obligations related to Reserve System lands);
- By no later than the end of year 48, the Parties will have identified one or more successor entities to fulfill the implementation responsibilities beyond the 50-year Permit term and a transition plan will have been completed; and

- By no later than the end of year 49, agreements with the successor entity(ies) will be in place and implementation of the transition plan will have begun.

19. REMEDIES FOR BREACH

If a Party shall default on any obligation contained in this MOU, such default shall not excuse any Local Partner from fulfilling its respective obligations under this MOU. Any Party shall be entitled to pursue any and all legal and equitable remedies against any other Party in response to any alleged default under this MOU. Any and all of the remedies provided to the Parties hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of the Parties to any or all other remedies.

20. SEVERABILITY

If any court determines that a part, term, or provision of this MOU is illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected by that determination.

21. SUCCESSORS; ASSIGNMENT

This MOU shall be binding upon and shall inure to the benefit of the successors of the Parties. No Party may assign any right or obligation hereunder without the consent of the other Parties.

22. NOTICES

Notices to the Parties shall be sufficient if delivered as follows:

County of Santa Clara
County Executive
70 W. Hedding Street, 11th Floor, E. Wing
San Jose, CA 95110

City of San Jose
City Manager
200 East Santa Clara St.
San Jose, CA 95113

City of Gilroy
City Administrator
7351 Rosanna St.
Gilroy, CA 95020

City of Morgan Hill
City Manager
17575 Peak Avenue
Morgan Hill, CA 95037

Santa Clara Valley Water District
Chief Executive Officer
5700 Almaden Expressway
San Jose, CA 95118

Santa Clara Valley Transportation Authority
General Manager

3331 North First St.
Building B. Second Floor
San Jose, CA 95134

Santa Clara County Open Space Authority
General Manager
6980 Santa Teresa Boulevard, Suite 100
San Jose, CA 95119

With a copy to:

County Counsel
County of Santa Clara
70 W. Hedding St., 9th Floor, E. Wing
San Jose, CA 95110

San Jose City Attorney
City of San Jose
200 East Santa Clara St.
San Jose, CA 95113

Gilroy City Attorney
City of Gilroy
7351 Rosanna St.
Gilroy, CA 95020

Morgan Hill City Attorney
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037

District Counsel
Santa Clara Valley Water District
5700 Almaden Expressway
San Jose, CA 95118

General Counsel
Santa Clara Valley Valley Transportation Authority
3331 North First St.
San Jose, CA 95134

Open Space Authority Legal Counsel
Wittwer & Parkin, LLP
147 S. River St., Suite 221
Santa Cruz, CA 95060

23. SECTION HEADINGS

All Section headings contained herein are for reference only and are not intended to define or limit the scope of any provision of this MOU.

24. COUNTERPARTS

This MOU may be executed in counterparts and so executed shall constitute one MOU which shall be binding upon all Parties. A photocopy of the fully executed MOU shall have the same force and effect as the original.

25. SIGNATURES

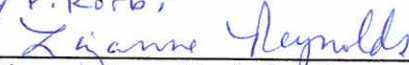
By affixing his/her signature below, each of the persons signing this MOU warrants and represents that he/she has read and understands the MOU, that he/she is authorized to sign this MOU, and that the Party on behalf of whom he/she signs agrees to be bound by its terms.

COUNTY OF SANTA CLARA

By: 
Jeffrey V. Smith, County Executive

Date: 4/26/13

APPROVED AS TO FORM:
~~Lori E. Pegg, Acting County Counsel~~
~~Orry P. Korb,~~

By: 
Lizanne Reynolds, ~~Acting~~ County Counsel
Deputy

Date: 4-26-13

CITY OF SAN JOSE

By: _____
Debra Figone, City Manager

Date: _____

APPROVED AS TO FORM:
Richard Doyle, City Attorney

By: _____
Vera Todorov, Senior Deputy City Attorney

Date: _____

CITY OF GILROY

By: _____
Thomas J. Haglund, City Administrator

Date: _____

APPROVED AS TO FORM:

By: _____
Linda Callon, City Attorney

Date: _____

CITY OF MORGAN HILL

By: _____
J. Edward Tewes, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Danny Wan, City Attorney

Date: _____

25. SIGNATURES

By affixing his/her signature below, each of the persons signing this MOU warrants and represents that he/she has read and understands the MOU, that he/she is authorized to sign this MOU, and that the Party on behalf of whom he/she signs agrees to be bound by its terms.

COUNTY OF SANTA CLARA

By: _____
Jeffrey V. Smith, County Executive

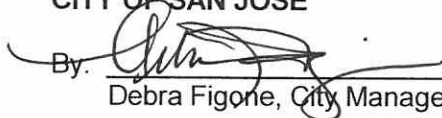
Date: _____

APPROVED AS TO FORM:
Lori E. Pegg, Acting County Counsel

By: _____
Lizanne Reynolds, Acting County Counsel

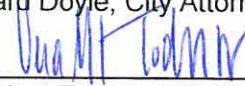
Date: _____

CITY OF SAN JOSE

By:  _____
Debra Figone, City Manager

Date: 4/11/13

APPROVED AS TO FORM:
Richard Doyle, City Attorney

By:  _____
Vera Todorov, Senior Deputy City Attorney

Date: 4/11/2013

CITY OF GILROY

By: _____
Thomas J. Haglund, City Administrator

Date: _____

APPROVED AS TO FORM:

By: _____
Linda Callon, City Attorney

Date: _____

CITY OF MORGAN HILL

By: _____
J. Edward Tewes, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Danny Wan, City Attorney

Date: _____

25. SIGNATURES

By affixing his/her signature below, each of the persons signing this MOU warrants and represents that he/she has read and understands the MOU, that he/she is authorized to sign this MOU, and that the Party on behalf of whom he/she signs agrees to be bound by its terms.

COUNTY OF SANTA CLARA

By: _____
Jeffrey V. Smith, County Executive

Date: _____

APPROVED AS TO FORM:
Lori E. Pegg, Acting County Counsel

By: _____
Lizanne Reynolds, Acting County Counsel

Date: _____

CITY OF SAN JOSE

By: _____
Debra Figone, City Manager

Date: _____

APPROVED AS TO FORM:
Richard Doyle, City Attorney

By: _____
Vera Todorov, Senior Deputy City Attorney

Date: _____

CITY OF GILROY

By: _____
Thomas J. Haglund, City Administrator

Date: 4/15/13

APPROVED AS TO FORM:

By: _____
Linda Callon, City Attorney

Date: _____

CITY OF MORGAN HILL

By: _____
J. Edward Tewes, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Danny Wan, City Attorney

Date: _____

25. SIGNATURES

By affixing his/her signature below, each of the persons signing this MOU warrants and represents that he/she has read and understands the MOU, that he/she is authorized to sign this MOU, and that the Party on behalf of whom he/she signs agrees to be bound by its terms.

COUNTY OF SANTA CLARA

By: _____
Jeffrey V. Smith, County Executive

Date: _____

APPROVED AS TO FORM:
Lori E. Pegg, Acting County Counsel

By: _____
Lizanne Reynolds, Acting County Counsel

Date: _____

CITY OF SAN JOSE

By: _____
Debra Figone, City Manager

Date: _____

APPROVED AS TO FORM:
Richard Doyle, City Attorney

By: _____
Vera Todorov, Senior Deputy City Attorney

Date: _____

CITY OF GILROY

By: _____
Thomas J. Haglund, City Administrator

Date: _____

APPROVED AS TO FORM:

By: _____
Linda Callon, City Attorney

Date: _____

CITY OF MORGAN HILL

By:  _____
Steve Rymer, City Manager

Date: 4/18/13

APPROVED AS TO FORM:

By:  _____
Renee Gurza, City Attorney

Date: 4/18/13

SANTA CLARA VALLEY WATER DISTRICT

By: 
Beau Goldie, Chief Executive Officer

Date: 4/16/13

APPROVED AS TO FORM:
Stanly Yamamoto, District Counsel

By: 
Edward E. Yates, Senior Assistant District Counsel

Date: 4/12/13

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

By: _____
Michael T. Burns, General Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Robert Fabela, General Counsel

Date: _____

SANTA CLARA COUNTY OPEN SPACE AUTHORITY

By: _____
Andrea Mackenzie, General Manager

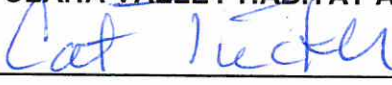
Date: _____

APPROVED AS TO FORM:

By: _____
William P. Parkin, Legal Counsel


Date: _____

SANTA CLARA VALLEY HABITAT AGENCY

By: 

Date: 5/10/13

APPROVED AS TO FORM:

By: 

Date: 5/16/2013

SANTA CLARA VALLEY WATER DISTRICT

By: _____
Beau Goldie, Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

By: _____
Stanly Yamamoto, District Counsel

Date: _____

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

By: Michael T. Burns
Michael T. Burns, General Manager

Date: 4/15/13

APPROVED AS TO FORM:

By: Robert Fabela, General Counsel
Robert Fabela, General Counsel

Date: 4/11/13

SANTA CLARA COUNTY OPEN SPACE AUTHORITY

By: _____
Andrea Mackenzie, General Manager

Date: _____

APPROVED AS TO FORM:

By: _____
William P. Parkin, Legal Counsel

Date: _____

SANTA CLARA VALLEY HABITAT AGENCY

By: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Date: _____

SANTA CLARA VALLEY WATER DISTRICT

By: _____
Beau Goldie, Chief Executive Officer

Date: _____

APPROVED AS TO FORM:
Stanly Yamamoto, District Counsel

By: _____
Edward E. Yates, Senior Assistant District Counsel

Date: _____

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

By: _____
Michael T. Burns, General Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Robert Fabela, General Counsel

Date: _____

SANTA CLARA COUNTY OPEN SPACE AUTHORITY

By: Andrea Mackenzie
Andrea Mackenzie, General Manager

Date: 4/17/13

APPROVED AS TO FORM:

By: William P. Parkin
William P. Parkin, Legal Counsel

Date: 4/17/13

SANTA CLARA VALLEY HABITAT AGENCY

By: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Date: _____

Principles of Participation in the Santa Clara Valley Habitat Plan

These principles are to be used later for a side agreement between the Santa Clara County Open Space Authority (OSA) and the Santa Clara Valley Habitat Plan (Habitat Plan, or Plan) Implementing Entity, once the Entity is established:

- 1) The OSA states its willingness to cooperate and partner with the Habitat Plan Implementing Entity to help implement the Plan successfully. The OSA recognizes that acquisition of habitat is consistent with its mission as an open space agency.
- 2) The OSA is not a permittee under the Habitat Plan. However, the OSA has the option to apply for take authorization under the Plan as a Participating Special Entity. To receive this take authorization, the OSA would follow the procedures outlined in the Habitat Plan, including approval by the Implementing Entity and the Wildlife Agencies. To anticipate this, the estimated impacts of OSA activities on the covered species will be included in the Plan. Any Habitat Plan fees due would be offset by the value of land acquired by the OSA to date and incorporated into the Habitat Plan Reserve System.
- 3) The OSA has no specific funding commitment towards the Habitat Plan. However, the OSA commits to working with the Habitat Plan Implementing Entity for the duration of the permit to pursue joint land acquisition that is mutually beneficial to each agency on a case-by-case basis and help the Implementing Entity meet its local land acquisition commitments in cooperation with other local agencies, non-profit organizations, and foundations. The OSA intends to leverage its funds to acquire an estimated 5,000 acres for inclusion in the Reserve System, and will make efforts to acquire an additional 2,500 acres for the Reserve System, if feasible. Roles for the OSA in land acquisition may include cooperating on land management issues, brokering a land purchase but not owning it, contributing lands to a Habitat Plan acquisition and owning the land, or owning and managing land acquired by the Implementing Entity in exchange for management funding. The OSA's acquisitions and funding that is ultimately committed to the Habitat Plan are not to be used for mitigation, but are to be allocated instead to species recovery and conservation on an ecosystem-wide basis under the Natural Community Conservation Plan (NCCP) portion of the Habitat Plan.
- 4) Any lands that the OSA acquires in partnership with the Implementing Entity would meet the requirements of the Habitat Plan including a conservation easement and incorporation into a reserve unit management plan. The conservation easement would require management in perpetuity by the Implementing Entity consistent with the Habitat Plan and allow for compatible public access such as unpaved multi-use trails. The OSA does not expect to be directly reimbursed for the cost of land acquisition or conservation easement dedication for land that it continues to own; the OSA's evaluation of projects on a case-by-case basis allows the OSA to consider the financial benefits the OSA will receive through grant funding under the Plan and funding for management before granting a conservation easement.



City of Gilroy

STAFF REPORT

Agenda Item Title: Award Two Opioid Remediation Grants, not-to-exceed \$118,675 to Carry the Vision and \$118,676 to Youth Alliance, for Opioid Remediation Services; Adopt a Resolution Amending the Fiscal Year 2026 Budget in the Opioid Settlement Fund by \$237,352; and Authorize the City Administrator to Negotiate and Execute Final Grant Agreements

Meeting Date: November 17, 2025
From: Brad Kilger, Interim City Administrator
Department: Administration
Submitted by: Bryce Atkins, Assistant to the City Administrator
Prepared by: Bryce Atkins, Assistant to the City Administrator

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

Council:

1. Award two opioid remediation grants, reimbursement-based and not to exceed \$118,675 to Carry the Vision and \$118,676 to Youth Alliance, for opioid remediation services;
2. Adopt a resolution amending the Fiscal Year 2026 Budget in the Opioid Settlement Fund by \$237,352; and
3. Authorize the City Administrator to negotiate and execute final grant agreements.

BACKGROUND

In response to the national lawsuits and bankruptcies surrounding the production and distribution of opioids, such as Fentanyl, for example, nationwide settlement and bankruptcy agreements were created as part of those processes, and cities and counties throughout the nation were able to sign on to the agreements to receive some

of those funds. The City of Gilroy signed onto those agreements and now accepts payments from the administrators overseeing those settlements.

The individual payments are small, ranging from just a few thousand dollars to approximately \$42,000, the most significant amount, although these large amounts are rare. In the budget process, staff do not project payments from these agreements, as the amounts are not known in advance and can vary significantly regarding the amount and timing of the payments.

The use of settlement funds is required to meet conditions in the settlement agreements and is regulated by the State of California and the appointed Trust Administrator. There are several categories of uses, but many of the services described in them are not commonly present in Gilroy. Opioid remediation and prevention is not a program offered by the City, and the City is neither equipped to create such a program nor knows if it would be viable.

The only expenditure against these funds was a purchase of naloxone (also known as Narcan) for distribution to Police and Public Works staff in case they encounter someone in the public experiencing an overdose condition. Aside from that purchase, there has not been any additional use of these funds. The fund currently has a fund balance of \$237,352.12.

Staff had received an inquiry and an unsolicited proposal from a local organization seeking to use the funds. However, the City's purchasing policy requires competitive procurement. Without specific programming and knowledge of the available vendors and programs in the area, staff requested, and the Council approved, the issuance of an exploratory request for proposals (RFP). The exploratory RFP was an open solicitation process for vendors who believe their services align with the intent of the funding being made available, without limiting proposals to a specific program or service.

ANALYSIS

As presented to the Council at the September 8, 2025, regular meeting, the evaluation of proposals was first vetted by City staff to ensure they meet the funding requirements and to offer a recommendation for grant awards. Those proposals that meet the requirements would then be presented to the Council, which would determine which awards are made. The City received six proposals, which are attached to this staff report and discussed briefly below, and all meet the intent of the funds.

Proposals Received

The City received the following proposals, listed in order from highest to lowest average screening score. Although staff are presenting the amounts for each proposal, the basis of the staff's recommendation was on the services being provided, matched to the funding requirements, and suitable to the community, rather than the lowest cost.

Organization	Evaluation Average Score	Proposal Amount
Carry the Vision	81	\$118,675
Youth Alliance	81	\$118,676
End Overdose	79	\$72,238
Catholic Charities	77	\$129,330
Sunday Friends Foundation	63	\$73,889
Bay Area Community Health	56	\$125,000

Each of these proposals accomplishes a different assortment of services. Below is a rough identification of services being proposed by each organization. The breakdown is rough due to differences in descriptions of the various programs in each proposal:

Firm	Naloxone Distribution/ Overdose Prevention	Education/ Prevention	Medication-Assisted Treatment	Warm-Handoff/ Recovery Services	Syringe Services	OUD Treatment/ Support those in treatment	Diversion Program	Programs Offered
Bay Area Community Health	X		X	X	X	X		5
Youth Alliance	X	X		X		X	X	5
Carry the Vision	X	X		X		X		4
Sunday Friends Foundation	X	X						2
Catholic Charities		X						1
End Overdose	X							1

Special Considerations

There are a few considerations that played in the screening scores as well as staff's recommendation:

- Bay Area Community Health. While matching Youth Alliance for the largest number of programs offered, including medication-assisted treatment for opioid abuse, the proposal identified that participants are selected based on their existing status as patients or those receiving referrals from other medical professionals and specific sources. A general resident could not participate in their programs. This limits the utility of their programs in addressing the community-wide needs of residents who require support.
- End Overdose. End Overdose had a quality proposal, but the service delivery is dependent upon finding partners to deliver the program. The organization is based in Southern California, and there is a risk that insufficient partnerships will be

created to deliver their train-the-trainer model of service delivery.

- Sunday Friends Foundation. The proposal requires city staff participation, namely, community service officers for certain components, and recreation staff for referrals. Given that the RFP was intended to have the potential firms provide the services and operate independently, this proposal is not feasible as the City's staff in these positions already carry a significant task load and are not available to support the functions. Additionally, it places the firm in a position where, if insufficient participants are found, it could claim that the City did not perform the referral functions adequately.
- Carry the Vision and Youth Alliance. These two organizations submitted separate proposals, but are coordinated to provide similar programs, one for adults and the other for youth. The Youth Alliance proposal includes an additional service of providing a diversion program, which is not offered by any other proposal. These two organizations previously submitted an unsolicited proposal and sought information about the Opioid Settlement funding, which encouraged the activation of these funds.

Staff Recommendation

Staff recommends that the Council award contracts to Carry the Vision and Youth Alliance. Their proposals have some of the largest program type offerings based on their descriptions; have already been providing services in the community; have outreach mechanisms that reach population groups that — statistically speaking — are more likely to be impacted and underserved as documented in the settlement agreements and use of funding descriptions; have coordinated services to reach families, including a youth component that would meet the area of high impact requirement for opioid funding; and proposals that, including these qualities but others, scored the highest in the proposal screening.

With the RFP process being exploratory and the high level of requirements for documentation, reimbursement, and oversight of the opioid settlement funds, the specific contract scopes of work, milestone schedules, and payment schedules must be negotiated with each organization awarded funds; only then can the contracts be executed. Staff is seeking Council approval to authorize the City Administrator to complete negotiations on the proposed agreements selected by the Council for grant awards, and to execute the contracts.

Finally, as mentioned in the background, no funds from the Opioid Settlement Fund have been appropriated in the budget. Staff has included, as part of the recommended action, a resolution for the Council to approve a budget amendment to appropriate the full balance of funds available for the FY26 budget. The unused funds, since the contracts will be based on the calendar year, will roll forward with the contract terms into FY27.

ALTERNATIVES

Council may award, modify, or reject the proposal(s).

FISCAL IMPACT/FUNDING SOURCE

\$237,352.12 from the Opioid Settlement Fund (Fund 293). The funds will be expended as reimbursements for qualifying expenditures under the final contract, consistent with the requirements as imposed by the settlement agreements, the funding source for these grant funds.

PUBLIC OUTREACH

This item was first discussed at the September 8, 2025, regular City Council Meeting and was included on the publicly posted agenda for tonight. Any decision on this item will be shared through the City's e-newsletter.

NEXT STEPS

Following the Council's selection of proposals to receive grant funds, staff will complete contract negotiations and execute agreements with the awarded organizations to implement the proposed programs.

Attachments:

1. Budget Amendment Resolution - FY26 Opioid Settlement Fund
2. Proposal - Bay Area Community Health
3. Proposal - Bay Area Community Health Budget
4. Proposal - Carry the Vision
5. Proposal - Catholic Charities
6. Proposal - End Overdose
7. Proposal - Sunday Friends Foundation
8. Proposal - Youth Alliance
9. RFP for Opioid Remediation Services

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY AMENDING THE BUDGET FOR THE CITY OF GILROY FOR FISCAL YEAR 2026 IN THE OPIOID SETTLEMENT FUNDS AND APPROPRIATING PROPOSED AMENDMENTS

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

WHEREAS, City Staff has prepared and submitted to the City Council a proposed amendment to said budget for Fiscal Year 2026 for the City of Gilroy in the staff report dated November 17, 2025, for the awarding of opioid settlement funds for opioid remediation services; and

WHEREAS, the City Council has carefully examined and considered the same and is satisfied with said budget amendments.

NOW, THEREFORE, BE IT RESOLVED that appropriations to the expenditure accounts in the Opioid Settlement Funds (Fund 293), are hereby increased by \$237,352 for Fiscal Year 2026.

PASSED AND ADOPTED this 17th day of November 2025 by the following roll call vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

APPROVED:

Greg Bozzo, Mayor

ATTEST:

Kim Mancera, City Clerk

CERTIFICATE OF THE CLERK

I, **KIM MANCERA**, City Clerk of the City of Gilroy, do hereby certify that the attached **Resolution No. 2025-XX** is an original resolution, or true and correct copy of a City Resolution, duly adopted by the Council of the City of Gilroy at a Regular Meeting of said held on Council held **Monday, November 17, 2025**, with a quorum present.

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

Kim Mancera
City Clerk of the City of Gilroy

(Seal)

Carina Baksa
City Of Gilroy
Administration Department
7351 Rosanna Street
Gilroy, CA 95020-6197

Dear Selection Committee,

On behalf of Bay Area Community Health (BACH), I am pleased to submit this proposal in response to the City of Gilroy's Request for Proposals (RFP) for opioid remediation services. BACH is fully committed to partnering with the City to deliver high-quality, equitable, community-centered health services in alignment with the goals and requirements of the RFP.

Required organizational and contact information is as follows:

Legal name of applicant organization: Bay Area Community Health (BACH)

Address of headquarters: 40910 Fremont Boulevard, Fremont, CA 94538

Website address: <https://bach.health>

Contact information for the applicant organization:

Name: Dr. Zettie D. Page III
Title: Chief Executive Officer
Email: zpage@bach.health
Phone: (510) 252-5882

As part of our proposal submission, BACH hereby states that it has reviewed the standard agreement template attached to this RFP as Attachment B and (if selected) agrees to be bound by its terms, conditions, and obligations.

BACH is strongly suited to perform the requested services in light of the organization's decades of experience in providing substance use, behavioral, medical, and social support services across Santa Clara County, fortified by our commitment to serving underserved communities.

Thank you for your consideration.

Zettie D Page III

Zettie D. Page, III, M.D., Ph.D., MBA, MSW, MS
Chief Executive Officer (CEO)
Bay Area Community Health

Title	CEO Signature Needed: City of Gilroy - Opioid Remediation...
File name	file
Document ID	419ffa437baf7c94d8703609c662d88e62cd31e2
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was requested from app.contractsafe.com

Document History



SENT

10 / 14 / 2025

21:29:34 UTC

Sent for signature to Dr. Zettie D. Page III (zpage@bach.health) from kbannister@bach.health
IP: 174.221.119.129



VIEWED

10 / 14 / 2025

21:36:50 UTC

Viewed by Dr. Zettie D. Page III (zpage@bach.health)
IP: 12.200.253.194



SIGNED

10 / 14 / 2025

21:37:31 UTC

Signed by Dr. Zettie D. Page III (zpage@bach.health)
IP: 12.200.253.194



COMPLETED

10 / 14 / 2025

21:37:31 UTC

The document has been completed.

Project Narrative

Organization Overview and History: Bay Area Community Health (BACH)'s mission is to deliver exceptional health and social services that improve the quality of life for the individuals, families, and communities it serves. A nonprofit, Federally Qualified Health Center (FQHC), BACH provides high quality comprehensive health services in California's southern Alameda County (AC) and Santa Clara County (SCC). The organization provides primary medical, dental, vision, and behavioral health services for the entire family through 34 clinic sites from Union City to Gilroy, including a dental site, a vision clinic, 12 mobile units, and six school-based clinics.

Originally split into two organizations, Tri-City Health Center (TCHC) and Foothill Community Health Center (FCHC), BACH was formed in spring 2020. TCHC was founded in 1970 as a family planning clinic for low-income, minority women living in Newark and FCHC was founded in 1996 in San Jose. BACH as it exists today was born at the height of the COVID-19 pandemic in 2020, a time when the Bay Area's most vulnerable communities urgently needed accessible, affordable, and culturally responsive healthcare. BACH has been able to meet those needs by ensuring effective inclusive healthcare solutions for underserved populations.

As part of its diverse suite of services, BACH has extensive experience providing effective treatment protocols for patients facing substance use disorder (SUD), and opioid use disorder (OUD). For example, the organization's Generations initiative has provided a full spectrum of harm reduction services since 2000. The program currently operates at the East Bay Recovery Project in Hayward and at three homeless encampments in Fremont. By the end of 2023, Generations had served 580 unhoused individuals in Fremont, offering rapid Hepatitis C Virus (HCV) testing, HIV screenings, street outreach, syringe exchange, one-on-one risk and harm reduction counseling, OUD/SUD education, fentanyl detection kits, wound and abscess care, overdose prevention education, and referrals to SUD and OUD treatment and social service agencies.

Furthermore, BACH has extensive experience delivering harm reduction services that effectively reduce clients' risky behaviors and improve overall health outcomes. To support patients who choose medications for recovery, BACH launched its Medication Assisted Treatment (MAT) program in 2016, drawing on the expertise of addiction and behavioral health specialists to support clients in recovery. Clients receiving MAT services have achieved stability on Suboxone, a prescription medication containing buprenorphine and naloxone used to treat opioid addiction.

The program incorporates a variety of therapeutic and peer-led groups, including a Harm Reduction Support Group, Art and Meditation Group, Relapse Prevention Groups in English and Spanish, and a Walking Group. BACH has also partnered with the SCC Harm Reduction Program and Needle Exchange (NEX) since 2021 to expand access to services and outreach. This experience, combined with support from the City of San José, positions BACH to serve a growing number of unhoused individuals at risk of OUD. In 2022, BACH served 140 individuals through its Harm Reduction program, including 44 MAT clients across Santa Clara and Alameda counties.

Through years of OUD care, BACH has also effectively treated co-occurring conditions, including HIV, in vulnerable populations, especially people experiencing homelessness. The organization implemented one of the first HIV programs in Alameda County in 1993 and has maintained a strong presence in outreach and prevention ever since. BACH's street outreach team has been successful in building trust and providing services within high-risk social

networks, reaching individuals who are often the most difficult to engage across both Alameda and Santa Clara counties. In 2002, BACH created TransVision to meet the HIV service needs of transgender individuals, establishing the only comprehensive transgender health program in southern, central, and eastern Alameda County. These services are scheduled to expand into Santa Clara County by the end of 2025.

BACH's leadership team combines decades of experience in healthcare operations, clinical services, and community health innovation. The team consists of the following:

- **Dr. Zettie D. Page, CEO**, has over 20 years of FQHC leadership as an executive, clinician, and researcher.
- **Dr. Harsha Ramchandani, CMO**, a Board-Certified Internist, oversees clinical care and champions MAT and SUD initiatives.
- **Dr. Stan Augustine, CFO**, has led financial strategy for Kaiser Permanente and Providence St. Joseph Health.
- **Wilfredo Lacro, Chief of Strategic Development**, offers 18 years in nonprofit management and fund development.
- **Carl Walters II, COO**, contributes 30 years of FQHC leadership and service as a U.S. Naval Officer.
- **Gaurav Tyagi, Chief of Information Systems**, brings 17 years of healthcare technology expertise that supports innovation and efficiency.

Through its integrated, equity-driven approach, BACH has demonstrated the organizational capacity, community trust, and clinical expertise necessary to advance opioid prevention, treatment, recovery, and harm reduction efforts across Alameda and Santa Clara Counties.

Project Narrative

A. Provide in the narrative for the overall project answers to the following:

Plan to Address Abatement Strategies: BACH intends to reduce OUD-related overdoses, reduce stigma for patients in recovery, and increase linkage to care and services for patients in Gilroy. The project will expand harm reduction services throughout the City of Gilroy, increase treatment sites, build the patient roster, and collaborate with more mission-aligned organizations. Pop-up SSP services will be based at BACH's Gilroy Clinic in the parking lot at 9460 No Name Uno in the city of Gilroy. The clinic provides medical care, behavioral health care, and social services that support harm reduction. BACH's project will leverage the following abatement strategies:

Naloxone or other FDA-approved overdose reversal medications: BACH provides non-judgmental access to naloxone distribution, education on safer substance use, and referrals to needle exchange programs. This meets patients where they are and reduces barriers to entry for treatment, especially for those not yet ready to fully engage in recovery. In order to facilitate maximum impact within its target population, BACH will increase distribution efforts of overdose reversal medications among individuals who are uninsured or whose insurance does not cover these services. The organization provides health services for all regardless of income or insurance status. In fact, 87.3% of BACH's overall patients in 2024 lived at or below 200% of the Federal Poverty Level and 85.4% were uninsured or qualified for Medicaid. BACH will continue this practice for the proposed project by distributing FDA-approved overdose reversal medications at low or no cost to patients based on health insurance, ensuring accessibility for low-income, uninsured, and/or unhoused individuals.

Medication-Assisted Treatment distribution and other treatment: Patients linked to treatment can receive counseling, support groups, and MAT. Since 2016 BACH has expanded its MAT services from three to 16 waived physicians authorized to prescribe buprenorphine for OUD. The project leverages addiction behavioral health specialists and therapy groups, including a Support Group which provides art, meditation, life skills, Cognitive Behavioral Therapy approaches, and physical activity. BACH partners with the SCC Public Health Department to reach target populations through a low-barrier MAT program. The team includes SUD and MAT counselors, case managers, Primary Care Providers (PCPs), and MAT providers who meet patients where they are in their process of change and recovery. Referrals come from individuals, doctors, hospitals, the legal system, and other substance abuse programs. Once referred, patients receive an assessment appointment within 24 to 48 hours. If a patient misses a provider appointment, a face to face visit with SUD or MAT staff is required prior to a refill. Walk-in patients outside their regular appointment receive a refill only through their next scheduled visit. Extenuating circumstances can be evaluated by the MAT team.

Expansion of warm hand-off programs and recovery services: The proposed project will help the target population address and overcome barriers to improve access to and retention in OUD care. To meet this goal, the project will offer evidence-based, comprehensive, wraparound services and referrals. These include mental health support, OUD treatment, Narcan distribution, medical case management, basic primary care, and linkages to medical, BH, and other social supports.

Upon intake, patients receive comprehensive SUD screenings so providers can make appropriate internal referrals to the most suitable services. Linked patients can receive counseling, support groups, MAT, Cognitive Behavioral Therapy, and recovery support from staff. Patients are eligible for 30-day prescriptions and monthly group meetings or shared medical appointments for continued SUD and MAT prescriptions.

Other referrals include dental, vision, preventative screenings, reproductive services, STD screening and treatment, specialized care, and primary care. BACH also screens all patients for negative social determinants of health during intake and provides referrals to local community-based organizations when necessary, including social services and family and cultural resources.

Staff will support clients throughout the continuum of care, referring them to enroll in benefits (Medicaid, SNAP, SSDI), securing transportation, if needed, and linking them to other social services. To fully support individuals experiencing or at risk of OUD and overdose, BACH will leverage and expand partnerships with City of San Jose (and SCC) nonprofit organizations, shelters, faith-based groups, and public housing agencies and providers. BACH already partners with the SCC Departments of Public Health and BH.

Expanding Syringe Services Programs: The project is designed to reduce fatal and nonfatal overdoses, prevent infections related to injection drug use, deliver low-barrier and community-informed services, and strengthen sustainable access to care through expanded Syringe Services Programs (SSPs). Building on existing programs, services, and relationships, BACH will expand its overdose prevention efforts to better serve individuals at high risk of drug-related harm and disease transmission. The initiative will center the voices and experiences of people who use drugs, ensuring they are treated as partners in the design and delivery of care.

Project Staff will distribute health education materials in English and Spanish to reflect and accommodate Gilroy's cultural diversity. These multi-modal outreach strategies are designed to meet people where they are and build trust through consistency, visibility, and respect.

Treat Opioid Use Disorder: BACH's staff for the proposed project will conduct an array of health services to ensure a holistic system of care for patients suffering from OUD. These methods include syringe exchange, individual risk and harm reduction counseling, distribution of fentanyl detection kits and Narcan, hygiene kit distribution, overdose prevention and education, and referrals to drug treatment and social services. Narcan use and overdose reversal education will be routinely offered.

The team will use harm-reduction and trauma-informed approaches to reduce stigma and build trust with clients and support them throughout the continuum of care by assisting in benefits enrollment, securing transportation as necessary, and linking them to other social services. For patients with co-occurring OUD and BH issues, BACH offers intensive outpatient services using evidence-based approaches such as motivational interviewing, cognitive behavioral therapy, and FDA-approved medications for OUD. BACH will also facilitate telemedicine appointments, when possible, to help clients overcome logistical barriers to engage with BACH providers. By offering these services, BACH staff will foster trust and build rapport with patients, reducing stigma that creates a bridge between clients and the healthcare system.

As a further part of its overdose prevention strategy, the project's staff will provide OUD education by introducing patients to BACH's harm reduction services and encourage participation in 15-minute risk reduction sessions delivered directly at outreach sites. These sessions will cover safer drug use practices, overdose prevention, and strategies to prevent injection-related infections such as HIV or HCV. Staff will track outreach contacts and sessions delivered to monitor impact and adjust strategies as needed.

Support people in treatment and recovery: The proposed project will help the target population overcome barriers to accessing and remaining in OUD care. To achieve this, the project will provide evidence-based, comprehensive wraparound services and referrals that include mental health support, OUD treatment, support groups, medical case management, primary care, and linkages to behavioral health and other social supports with the overall goal of helping clients sustain their recovery journey.

As mentioned, project staff will guide clients through the entire continuum of care by referring to benefit enrollment, and helping secure transportation when needed. Staff will also refer clients to essential social services.

Additional referrals will include dental, vision, preventive screenings, reproductive health services, STD screening and treatment, specialized care, and primary care. BACH screens all patients for negative social determinants of health during SUD intake and provides referrals to community-based organizations for social services and family or cultural resources as needed.

For this initiative, BACH will serve 150 patients annually through the following timeline:

- **3 months** - During the project's initial ramp-up period, BACH will train existing staff on project goals, while staff conduct standardized SUD intakes and referrals to address local residents' needs. At the same time, a Community Health Worker (CHW) will be recruited and hired to support the project. Peers will volunteer and assist the CHW at the

SSP pop-up site with naloxone education and safe distribution.

- **3-6 months** - During the first three months of implementation, project staff will operate in the previously identified service areas to initiate SSPs, distribute naloxone, and provide fentanyl test strips to clients. Staff will also refer clients, as needed, to BACH services such as MAT, HCV treatment, and tobacco cessation support.

As these activities progress, BACH will collect and analyze data to assess whether the project is on track to meet its goals and objectives. Staff will evaluate the project's effectiveness based on these findings and adjust workflows as necessary. To ensure all grant deliverables are met, project managers will conduct regular check-ins, review progress toward grant goals, and implement changes as needed.

- **6-9 months** - BACH will continue to collect data while maintaining SSPs, distributing naloxone, providing fentanyl test strips to clients, and referring clients to additional services as needed. Staff will use the collected data to adjust workflows, evaluate project effectiveness, verify that grant deliverables are being met, and conduct routine check-ins to ensure progress toward all goals.
- **9 -12 months** - In the project's final quarter, BACH will begin preparing for end-of-year reporting and comprehensive data collection. During this period, the organization will continue to operate its SSPs, distribute naloxone, provide fentanyl test strips, and refer clients to additional BACH services as needed.

Description of the Target Audience: The project's target audience are people diagnosed with OUD, people who use drugs, individuals in treatment, and recurring BACH clients. The target patient population faces a diverse array of other barriers and challenges in accessing services. Many have been historically underserved or marginalized and have been denied treatment. Many have also not felt welcome or felt services have not fully understood their circumstances or situations. They may have felt isolated or alienated due to their race or language, have faced social stigma in accessing brick-and-mortar health services, or lack health insurance and therefore feel they are not eligible to receive care. Adding to all of this is the stigma they may feel related to the substance use, which might be compounded by co-occurring mental illness (including severe mental illness), and other BH issues they may be experiencing.

BACH staff recognize and understand that social determinants of health (SDOH) and other complicating factors intersect with health and social challenges that target population experience. The project will help the target population address and overcome barriers to improve access to and retention in OUD care. To do this, the project will offer evidence-based, comprehensive, wraparound services and referrals, which include mental health support, OUD treatment, Narcan distribution, medical case management, basic primary care, and linkages to medical, BH, and other social supports.

Furthermore, BACH has extensive experience with harm reduction services that have been effective in mitigating clients' risky behaviors and thus ensuring an overall improvement in health. In 2022, BACH served 140 in its Harm Reduction program, including 44 MAT clients in both SCC and AC. Those who received MAT services have become stable on Suboxone (a prescription medicine of buprenorphine and naloxone, active ingredients that treat opioid addiction). BACH has partnered on an innovative partnership with the SCC Harm Reduction Program, NEX since 2021. This experience, coupled with support from the City of San Jose will place BACH in a strategic position to serve an increased number of individuals at risk of OUD.

BACH will continue to leverage its best practices in this proposed project. BACH will act as a regional hub for OUD treatment, providing ongoing integrated care for individuals identified through outreach and referred by partners. Patients will have access to BACH's network of PCPs who lead evidence-based treatment regimens. For patients with co-occurring OUD and BH issues, BACH offers intensive outpatient services using evidence-based approaches such as motivational interviewing, cognitive behavioral therapy, and FDA-approved medications for OUD. Also, to address common challenges they face, BACH will offer telemedicine appointments, when possible, to help them overcome logistical barriers to engage with BACH providers.

Description of Community Needs: BACH's identification of the community needs addressed by this project comes from observations and patient feedback gathered by BACH's Harm Reduction team. The prevalence of OUD has been steadily rising throughout SCC. The county's opioid overdose rate dramatically increased from 61 in 2018 to 195 in 2022 with nearly 87 percent of overdose related deaths coming from opioids, methamphetamine, or a combination of both (County of Santa Clara, 2023). This crisis creates an undue burden on the county's underserved and marginalized populations including those in recovery from OUD, people living in poverty, patients with co-occurring disorders, and residents experiencing homelessness.

According to Santa Clara County's 2023 Point-in-Time Count and Survey, 7,427 individuals were identified as unhoused and unsheltered, representing 75 percent of the total 9,903 unhoused residents. Of these, 26 percent reported experiencing drug or alcohol dependence (County of Santa Clara, 2023). The City of Gilroy faces a particularly acute homelessness challenge. Although smaller than many other Bay Area cities, Gilroy has more than 17 unhoused residents per 1,000 people, the highest per capita rate in the region (Mercury News, 2025). Interviews conducted with Gilroy's unhoused population also revealed that substance use is widespread (Mercury News, 2025).

Although prescriptions for buprenorphine and access to naloxone have increased in line with evidence-based practices, staff at BACH's Generations program have noted the persistence of substantial barriers to treatment. These barriers include stigma, limited transportation, lack of insurance, restrictive care policies, homelessness, mental health issues, and other unmet basic needs. Complicating these barriers are co-occurring issues, including psychiatric or emotional conditions; chronic health problems; physical disability; or living with HIV/AIDS. These barriers cause a higher mortality and morbidity rate in comparison to the general population and significant barriers to primary, behavioral, and specialty healthcare.

Individuals at risk of OUD face a range of logistical, social, health access, and legal obstacles to consistent care: their unstable housing, lack of reliable transportation, laws that require them to move from place to place, and limited communication resources can prevent them from accessing OUD prevention and intervention services, or, if they are already accessing service, these barriers may lead them to drop out of OUD care.

This proposed project will enable BACH to reduce the barriers experienced by community members by positioning Gilroy as a centralized hub for OUD treatment, supporting residents of both the city and the broader SCC. To further support participants, BACH has prioritized culturally and linguistically appropriate care to reflect the diverse demographics of Gilroy's population, ensuring that all educational materials and services are accessible and respectful of cultural norms.

The organization's commitment to offering culturally appropriate healthcare to each patient is demonstrated through the hiring of bilingual providers and support staff, who speak many languages. This approach acknowledges the barriers patients may face, such as language differences, and works to create a welcoming and supportive environment. Additionally, many of BACH's Generations staff have lived experience with SUD and behavioral health challenges, as well as firsthand understanding of the barriers faced by historically disadvantaged communities. This shared experience fosters trust with the target population, reflects the community served, and ultimately enhances the project's effectiveness.

In addition, by addressing SDOH that disproportionately affects people at risk of or suffering OUD in the city of Gilroy. Project staff will mitigate barriers such as limited transportation. BACH will support socially and geographically isolated patients by connecting them with transportation services or vouchers as needed. To ensure a seamless care experience, BACH staff will provide transportation to patients through UBER Health, ensuring patient accessibility to receive services.

Project Staffing: To coordinate and complete the activities of the proposed project, funding from the City of Gilroy will be used to compensate the following personnel:

- **In-Kind MAT Provider:** Jason England
- **In-Kind SUD Counselor:** Esther Veronika Rodriguez
- **In-Kind Behavioral Health Specialist:** Marjorie Huang
- **In-Kind Harm Reduction Supervisor -** Jorge "Koki" Vieto
- **1.0 FTE Community Health Worker -** To Be Hired
- **Subcontractors/ Partners-** N/A

Project Sustainability: BACH is committed to sustaining the success of its opioid remediation project even after the conclusion of the funding period. The organization engages in a diversified revenue strategy that includes federal, state, county, and municipal grants and contracts; foundation and corporate support; individual donations; and special events. As the project proceeds beyond the funding period, BACH will also be able to bill Medi-Cal and other insurance providers along with managed healthcare plans to increase revenue that will enable project sustainability. Confirmed revenue streams include insurance reimbursements from participant insurance and medical provider payments, an ongoing revenue source for covered services.

B. For each activity or program within the broader project, the narrative must include a work plan. The work plans at a minimum shall consist of the following:

Project Activities

Activity 1: Naloxone Distribution and Overdose Prevention

- *Category:* Prevention
- *Subcategory:* Prevent overdose deaths and other harms (Harm Reduction)
- *Strategy:* Providing access to naloxone distribution, education on safer substance use, and referrals to needle exchange programs
- *Activity Description:* BACH will procure naloxone (Narcan) units and distribute them through the Gilroy Clinic, mobile outreach teams, and community events. Staff will provide education on safer substance use, recognizing overdose signs, and administering naloxone.
- *Objective:* By 12/31/2026, distribute at least 150 naloxone kits in Gilroy, increasing community access to overdose reversal medication by 80%.

- *Action Steps:*
 1. Identify local shelters and outreach sites for distribution (by March 31, 2026).
 2. Train 3 staff and peers in naloxone education and safe distribution (by March 31, 2026).
 3. Host 1 outreach event per quarter to educate and distribute naloxone (starting every three months in March, June, September, and December).
- *Responsible Staff:* Harm Reduction Supervisor: Jorge “Koki” Vieto and a Community Health Worker: To Be Hired.
- *Performance Metrics:* # of naloxone kits distributed; # of people trained in overdose response
- *Timeline:* Start Date: January 1, 2026 - End Date: December 31, 2026

Activity 2: Medication-Assisted Treatment (MAT) and Behavioral Health Integration

- *Category:* Treatment
- *Subcategory:* Treat OUD and support people in treatment and recovery
- *Strategy:* Expand access to FDA-approved medications for OUD and integrated behavioral health care
- *Activity Description:* BACH will expand its MAT program in Gilroy by linking patients to counseling and medical management using buprenorphine and other evidence-based medications.
- *Objective:* By 12/31/2026, enroll 45 new patients in MAT and ensure 75% remain in treatment for at least 2 months.
- *Action Steps:*
 1. Conduct intake and SUD screenings for all new Gilroy patients (ongoing).
 2. Train 3 new providers or counselors to deliver or refer to MAT by December 31, 2026.
 3. Offer 2 recovery support groups per month (starting January 1, 2026).
 4. Track medication and prescriptions via Electronic Health Records (EHR) (quarterly).
- *Responsible Staff:* In-Kind MAT Provider: Jason England; In-Kind SUD Counselor: Esther Veronika Rodriguez; and In-Kind Behavioral Health Specialist: Marjorie Huang.
- *Performance Metrics:* # of patients enrolled in MAT, # of active MAT prescribers, % of patients retained in treatment for at least two months.
- *Timeline:* Start Date: January 1, 2026 - End Date: December 31, 2026

Activity 3: Warm Hand-offs and Recovery Services

- *Category:* Treatment and Recovery Support
- *Subcategory:* Expansion of warm hand-offs and recovery services
- *Strategy:* Facilitate immediate linkage from outreach or intake to appropriate OUD treatment and wrap-around care
- *Activity Description:* BACH will strengthen its intake process and warm hand-off system to refer patients to counseling, MAT, case management, and recovery services within 24–48 hours.
- *Objective:* By 12/31/2026, ensure 100% of patients identified through screening are successfully linked to treatment or recovery services within 48 hours.
- *Action Steps:*
 1. Staff will implement standardized SUD intake and referral workflows that address SDOH assessment needs within 30 days of a patient encounter.
 2. Train clinical staff on warm hand-off protocols and internal referral processes to behavioral health and MAT by March 31, 2026.
 3. Link eligible patients to counseling, support groups, MAT, CBT, and peer-led recovery support (ongoing).

4. Provide referrals for dental, vision, reproductive, STD, and primary care services, as well as to community-based resources addressing social services and family or cultural resources (ongoing).
 5. Track referral outcomes and service utilization through EHR and monthly team meetings.
 6. Evaluate process effectiveness and adjust referral flow as needed (quarterly).
- *Responsible Staff:* Program Manager: Jorge “Koki” Vieto and Community Health Worker: [Name / To Be Hired].
 - *Performance Metrics:* % of referrals linked to care within 48 hours, # of clients receiving warm hand-offs
 - *Timeline:* Start Date: January 1, 2026 - End Date: December 31, 2026

Activity 4: Syringe Services Program (SSP) Expansion

- *Category:* Prevention
- *Subcategory:* Reduce overdose deaths and prevent infections related to injection drug use, deliver low-barrier, community-informed services, and strengthen sustainable access to care
- *Strategy:* Conduct SSPs
- *Activity Description:* BACH will conduct its SSP by deploying a Community Health Worker to conduct daily distribution of harm reduction supplies (naloxone, fentanyl test strips, sterile syringes), provide 15-minute risk-reduction sessions, and link people who use drugs in Gilroy to comprehensive health, treatment, and social services.
- *Objective:* By 12/31/2026, distribute 200 sterile syringes and safely collect/dispose of 100 used syringes, reaching at least 100 clients in Gilroy.
- *Action Steps:*
 1. Launch SSP pop-up services in the shared parking lot of BACH’s Gilroy Clinic and St. Louise Regional Hospital by March 31, 2026.
 2. Conduct syringe exchange 4 times per month.
 3. Provide education and referrals for HIV, HCV, and MAT services at all SSP encounters.
 4. Track syringe distribution and disposal data in compliance with county reporting requirements.
- *Responsible Staff:* Harm Reduction Supervisor: Jorge “Koki” Vieto
- *Performance Metrics:* # of sterile syringes distributed, # of used syringes safely collected/disposed, # of participants receiving 15-minute risk-reduction sessions, # of participants referred or linked to care.
- *Timeline:* Start Date: January 1, 2026 - End Date: December 31, 2026.

Activity 5: Treat OUD:

- *Category:* Treatment
- *Subcategory:* Treat OUD and support people in treatment and recovery
- *Strategy:* Provide holistic treatment protocols for patients with OUD
- *Activity Description:* The team will use harm-reduction and trauma-informed approaches to reduce stigma, build trust, and support clients across the continuum of care by referring to benefits enrollment (Medicaid, SNAP, SSDI), arranging transportation, and referring them to social services. For clients with co-occurring OUD and behavioral health issues, BACH provides intensive outpatient care using evidence-based methods such as motivational interviewing, cognitive behavioral therapy, and FDA-approved medications for OUD. BACH also facilitates telemedicine visits to overcome logistical barriers.
- *Objective:* By 12/31/2026, enroll at least 45 Gilroy residents to holistic care continuum.

- **Action Steps:**
 1. Conduct intake and SUD screenings for all new Gilroy patients (ongoing).
 2. Train 3 new providers to deliver or refer to MAT services by December 31, 2026.
 3. Link 45 patients to BH and other SUD treatment as needed by December 31, 2026.
 4. Facilitate 45 telemedicine appointments as needed by December 31, 2026.
 5. Track patient retention and medication adherence via EHR (quarterly).
- **Responsible Staff:** In-Kind MAT Provider: Jason England; In-Kind SUD Counselor: Esther Veronika Rodriguez; In-Kind Behavioral Health Specialist: Marjorie Huang.
- **Performance Metrics:** # of patients enrolled in OUD treatment, % of patients retained in treatment \geq 12 months
- **Timeline:** Start Date: January 1, 2026 - End Date: December 31, 2026

Activity 6: Support people in treatment and recovery

- **Category:** Treatment
- **Subcategory:** Treat OUD and support people in treatment and recovery
- **Strategy:** Provide project clients with services and support necessary for them to sustain their recovery journey
- **Activity Description:** Project staff will guide clients through the entire continuum of care by referring to benefit enrollment (such as Medicaid, SNAP, and SSDI), and helping secure transportation when needed. Staff will also refer clients to essential social services.
- **Action Steps:**
 1. Conduct intake and SUD screenings for all new Gilroy patients (ongoing).
 2. Link 45 clients to supplementary services or treatment as necessary by December 31, 2026.
 3. Track patient retention and medication adherence via EHR (quarterly).
- **Responsible Staff:** In-Kind MAT Provider: Jason England; In-Kind SUD Counselor: Esther Veronika Rodriguez; In-Kind Behavioral Health Specialist: Marjorie Huang.
- **Performance Metrics:** # of patients referred to additional care and services, % of patients retained in treatment \geq 12 months.
- **Timeline:** Start Date: January 1, 2026 - End Date: December 31, 2026.

Budget Plan

Salaries and Benefits: In-Kind MAT Provider, Jason England will connect to patients via videoconference. He will prescribe buprenorphine, where applicable, and establish, strengthen, and maintain links to care through Medication Assisted Treatment (MAT) and other OUD services. In-Kind SUD Counselor, Esther Veronika Rodriguez, will be working with newly diagnosed OUD patients to establish, strengthen, and maintain links to care through MAT services. She will provide SUD counseling via videoconference. In-Kind Behavioral Health Specialist, Marjorie Huang, will be providing referred patients with behavioral health services via videoconference. In-Kind Harm Reduction Supervisor, Jorge "Koki" Vieto, will be overseeing the project progress on this grant and checking in with the CHW via videoconference. \$56,000 will go towards a To be hired 1.0 FTE CHW II with 36% fringe benefits. The CHW will be running the grant program.

Contractual Services: No contractual services will take place for the grant.

Travel: \$3,000 will be provided for client transportation via UBER Health. \$2,000 will cover staff mileage throughout the grant period.

Operating Supplies: \$10,000 will cover harm reduction supplies including points, bubblers, fentanyl test strips, wound care supplies, hygiene kits, food packs, and Narcan. \$2,000 will cover office supplies. \$3,000 will cover minor equipment including 1 laptop, 1 monitor, and 1 tablet. \$15,000 will cover incentives for peer support at \$625 per quarter per peer x 6 peers x 4 quarters. Peers who are volunteering to assist the CHW II at the SSP pop-up site with naloxone education and safe distribution will receive incentives. \$2,4736.36 will cover the cost of outreach supplies.

Other: Indirect costs are at 10% for this grant.

**Bay Area Community Health
City of Gilroy: Opioid Remediation Services
TBD**

Cost Items		SALARY	FTE	Budget
A	Personnel			
	Harm Reduction Supervisor - Jorge Vieto - IN KIND		0%	\$ -
	MAT Provider - Jason England - IN KIND		0%	\$ -
	SUD Counselor - Esther V. Rodriguez - IN KIND		0%	\$ -
	BH Specialist - Marjorie Huang - IN KIND		0%	\$ -
	Community Health Worker II - TBH	56,000.00	100%	\$ 56,000.00
	Subtotal Personnel			56,000.00
	Retirement	54100	3.00%	1,680.00
	Worker's Comp	54300	3.94%	2,206.40
	Med/Dental, etc	54400	20.41%	11,429.60
	Social Security	54600	6.20%	3,472.00
	Medicare	54700	1.45%	812.00
	EDD	54800	1.00%	560.00
B	Fringe Benefits		36.00%	20,160.00
	Total Payroll Costs			76,160.00
C	Operating Expense			37,476.36
	Minor Equipment (1 laptop, 1 monitor, 1 tablet)			\$ 3,000.00
	Office Supplies			\$ 2,000.00
	Client Transportation			\$ 3,000.00
	Harm Reduction Supplies			\$ 10,000.00
	Peer Support			\$ 15,000.00
	Staff Mileage			\$ 2,000.00
	Outreach Supplies			\$ 2,476.36
	Total Operating Costs			37,476.36
D	Indirect Costs 10%		10%	11,363.64
Total Budget				\$ 125,000.00

**Bay Area Community Health
City of Gilroy: Opioid Remediation Services
Budget Narrative**

A. PERSONNEL: **\$ 56,000.00**

Harm Reduction Supervisor - Jorge Vieto - IN KIND

(\$ - X 0%)

-

He will be overseeing the project progress on this grant and checking in with the CHW via videoconference.

MAT Provider - Jason England - IN KIND

(\$ - X 0%)

He will connect to patients via videoconference. He will prescribe buprenorphine, where applicable, and establish, strengthen, and maintain links to care through Medication Assisted Treatment (MAT) and other OUD services.

SUD Counselor - Esther V. Rodriguez - IN KIND

(\$ - X 0%)

She will be working with newly diagnosed OUD patients to establish, strengthen, and maintain links to care through MAT services. She will provide SUD counseling via videoconference.

BH Specialist - Marjorie Huang - IN KIND

(\$ - X 0%)

She will be providing referred patients with behavioral health services via videoconference.

Community Health Worker II - TBH

(\$ 56,000.00 X 100%)

56,000.00

The Community Health Worker II will be running the grant program.

B. FRINGE BENEFITS **36% 20,160.00**

Bay Area Community Health Center's fringe benefit rate is 36% and consists of 3% Retirement, 3.94 Workers' Comp, 20.41% Medical/Dental, 7.65 Social Security & Medicare, 1% Long-term Disability.

C. Operating Expenses **37,476.36**

Minor Equipment (1 laptop, 1 monitor, 1 tablet)

3,000.00

\$3,000.00 will be provided for minor equipment including 1 laptop, 1 monitor, and 1 tablet.

**Bay Area Community Health
City of Gilroy: Opioid Remediation Services
Budget Narrative**

Office Supplies 2,000.00

\$2,000.00 will be provided for office supplies.

Client Transportation 3,000.00

\$3,000.00 will be provided for client transportation via UBER Health.

Harm Reduction Supplies 10,000.00

\$10,000.00 will cover harm reduction supplies including points, bubblers, fentanyl test strips, wound care supplies, hygiene kits, food packs, and Narcan. \$2,000 will cover office supplies

Peer Support 15,000.00

\$15,000 will cover incentives for peer support at \$625 per quarter per peer x 6 peers x 4 quarters. Peers who are volunteering to assist the CHW II at the SSP pop-up site with naloxone education and safe distribution will receive incentives.

Staff Mileage 2,000.00

\$2,000.00 will cover staff mileage throughout the grant period.

Outreach Supplies 2,476.36

\$2,476.36 will cover the cost of outreach supplies.

D. Indirect Cost **10%** **11,363.64**

Indirect costs are expenses that cannot be directly attributed, but are necessary for the general operation and administration of an organization. Expenses include but are not limited to administrative salaries, facility costs, office supplies, communications, and other general operating expenses.

Total Budget **\$ 125,000.00**

Cover Letter

Legal Name: Carry the Vision (CTV)

Address: 7365 Monterey Road, Suite 203, Gilroy, CA 95020

Website: www.carrythevision.org

Primary Contact: Shelley Swan, Executive Director

Email: swan@carrythevision.org

Phone: (408) 275-6133

Statement of Agreement:

Carry the Vision has reviewed and agrees to the terms of the standard agreement template attached to this RFP as Attachment B.

Organizational Overview

Carry the Vision (CTV) is a community based nonprofit organization based in Gilroy. Our mission is to foster healing, recovery, and connection among South County residents who have been most impacted by trauma, substance use, incarceration, homelessness, and systemic inequity.

CTV is one of the few organizations in South Santa Clara County that hires, trains, and is led by people with lived experience. Our staff and peer mentors are individuals who have walked through addiction, incarceration, and recovery themselves and now dedicate their lives to helping others heal. This foundation of authenticity, compassion, and trust allows CTV to reach and support residents who are often disconnected from formal systems of care.

Our core programs include:

- **In Custody Leadership and Life Skills** – Courses at Elmwood Correctional Facility, Main Jail, and through reentry programs that help incarcerated individuals develop tools for healing, reflection, and successful reentry.
- **Resource Navigation and Peer Support** – Peer-led assistance for formerly incarcerated adults and families navigating recovery, employment, and housing stabilization.
- **Employment Social Enterprise (Rooted)** – Paid work and wraparound support for individuals facing barriers to employment, offering second chance jobs through dignified work.
- **Healing Circles, Mindfulness, and Life Skills** – Healing Circles and mindfulness practices that strengthen emotional wellness, connection, and belonging throughout South County.
- **Advocacy and Leadership Development:** Seats on boards and commissions, coalition building, and leadership training to influence policy.

- **Fiscal Partner Development** – Backbone and capacity support for grassroots coalitions and emerging community groups advancing healing-centered, resident-led solutions.

CTV's peer-led approach directly aligns with the principles of opioid remediation. Our Healing Circles provide trauma-informed spaces for those affected by addiction and loss to process grief, rebuild relationships, and connect with recovery resources. CTV also provides Narcan distribution and referrals to treatment and recovery services.

Our organization has longstanding collaborations with Santa Clara County Reentry Services, Santa Clara County Public Health, behavioral health networks, and community coalitions that address substance use. These partnerships ensure coordination across systems of care and increase access to prevention and recovery resources for those most impacted.

For this initiative, Healing Together: Rooted in Recovery, CTV will partner closely with Youth Alliance (YA), a trusted South County organization with extensive experience supporting youth and families through prevention, intervention, and wellness programs. This collaboration creates a whole family approach to healing and recovery that strengthens the continuum of care across generations. CTV and YA will coordinate referrals between youth and family programs to ensure seamless access to support for all household members. This partnership ensures that families in Gilroy receive compassionate, culturally relevant, and coordinated support that meets them where they are on the path to healing.

Carry the Vision is honored to submit this proposal in partnership with the City of Gilroy and in collaboration with local agencies, schools, law enforcement, and nonprofit partners who share a commitment to building a healthier, more connected community. Healing Together: Rooted in Recovery will strengthen the local response to the opioid crisis by expanding trusted, culturally grounded spaces for healing, education, and recovery. Together, we will create a network of support that bridges families, service providers, and first responders ensuring that every person in Gilroy has access to compassionate care, prevention resources, and a community that believes in their capacity to heal and recover.

Project Narrative

Describe how you plan to address the abatement strategy(ies). Share the project, including the timeline, a high-level overview of implementation and evaluation steps, and the intended outcomes. Describe how the project addresses opioid use disorder (OUD)-related stigma.

Healing Together: Rooted in Recovery is a peer-led, trauma-informed initiative designed and implemented by people with lived experience of addiction, recovery, incarceration, and family loss related to substance use. The program aligns with the opioid remediation abatement strategies outlined in Schedule A and Schedule B–J, specifically:

- Strategy 1: Prevent overdose deaths and other harms
- Strategy 3: Support recovery services and connections
- Strategy 5: Reduce stigma and promote recovery through education and storytelling
- Schedule B–J (J-3): Leadership, planning, and coordination through training and capacity building

The project builds on CTV’s established Healing Circle model, which has long provided safe and inclusive spaces for reflection, emotional healing, and connection across Gilroy neighborhoods. Healing Together expands these circles with a recovery-focused framework that strengthens prevention, education, and leadership within the recovery community.

The program recognizes that connection is a cornerstone of recovery and that healing occurs within community, where individuals are seen, heard, and valued. It cultivates belonging one person at a time, transforming isolation into trust, shame into compassion, and stigma into understanding.

Program Activities:

- **Weekly Healing Circles:** Peer-led circles provide trauma-informed spaces for individuals and families affected by opioid use to process trauma, build coping skills, and foster belonging.
- **Educational Workshops:** Bilingual workshops offer harm reduction education, Narcan distribution, and trauma awareness for families and residents.
- **Trauma-Informed and Opioid Safety Training:** Training sessions equip staff, peers, and volunteers with skills in trauma-informed care, overdose prevention, and culturally responsive engagement.
- **Storytelling Events:** Community gatherings highlight real stories of recovery and resilience, helping reframe addiction through a human-centered lens and reduce stigma.
- **Outreach and Referrals:** Peer outreach teams provide Narcan kits, harm reduction education, and warm handoffs to recovery and community resources.
- **Narcan Distribution:** Narcan will be provided at all circles, workshops, and outreach events, with bilingual demonstrations to ensure community readiness to prevent overdose deaths.

Timeline:

- January 2026: Planning, coordination, and recruitment of peer facilitators.
- February 2026: Training in trauma-informed care, harm reduction, safety, and outreach.
- March–December 2026: Implementation of Healing Circles, educational workshops, storytelling, and outreach. Evaluation will include attendance tracking, Narcan distribution, and participant feedback on stigma reduction and connection to recovery supports.

Intended Outcomes:

- 80 Healing Circles
- 100 Residents Connected to Recovery Supports
- 200 Narcan kits distributed
- 5 Educational Workshops
- 6 Storytelling Opportunities
- 20 peer mentors and volunteers trained
- 80% of participants report reduced stigma and increased sense of belonging
- 60% connect to ongoing recovery supports

Healing Together redefines recovery as a collective process of community healing, where each circle and story transforms shame into compassion and isolation into belonging, rebuilding the human connections essential for lasting recovery.

Describe the target audience impacted by your proposal. How are these targeted audiences most at risk or impacted by OUD considered in this project? How does your project address potential barriers to accessing your programming?

The target audience includes individuals and families most affected by the opioid crisis in Gilroy particularly Latino residents, justice-impacted adults, youth, unhoused residents, and low-income households. Gilroy neighbors face significant barriers such as language access, stigma, isolation, and fear, all of which limit their ability to engage in prevention and recovery services.

The project addresses these barriers through trusted peer leadership. Every facilitator, trainer, and outreach worker brings lived experience in having personally navigated recovery or supported loved ones through addiction. This peer-to-peer connection builds trust and credibility, making participants more likely to engage.

To ensure equitable access and inclusion, all Healing Together circles, workshops, and community events will be bilingual in English and Spanish, held in trusted and familiar community spaces such as neighborhood centers, faith-based sites, and public parks. Activities will be co-facilitated by trained peers and community leaders who reflect the cultures and lived experiences of participants. Outreach efforts will extend beyond traditional service settings to include encampments and other

overlooked areas, meeting people where they are and ensuring that no resident is left disconnected from information, support, or recovery resources.

By grounding this work in lived experience, cultural fluency, and peer leadership, Healing Together ensures that those most impacted by opioid use disorder can access compassionate, judgment-free support in the spaces where they already live and gather. All peer leaders were born and raised in Gilroy, bringing deep community wisdom and firsthand understanding of the local realities that shape both harm and healing. This authentic connection removes institutional barriers and builds the trust, belonging, and resilience essential for lasting recovery.

Describe how the proposed project will meet community needs. How were those needs identified? How does your project support those most disproportionately impacted by the opioid epidemic? How will you ensure this program is culturally, linguistically, and developmentally appropriate for the proposed community(ies)?

The Healing Together initiative was created in response to the growing number of opioid related overdoses in Gilroy and South Santa Clara County, where fentanyl has devastated families and deeply affected neighborhoods already facing social and economic hardship. The need for this work has been identified through years of lived experience and community engagement. Peer mentors, local service providers, and families in recovery have consistently expressed that residents need a safe place to gather, learn, and heal together outside of clinical or institutional settings.

Healing Together meets these needs by expanding CTV's trusted Healing Circle model into a recovery focused space designed by and for people who have lived through addiction, incarceration, or loss. The program offers a bridge between the street and the system, a place where healing begins with connection.

What makes this program unique is who leads it. Every peer mentor once struggled with addiction or contributed to harm in the community. Through their own transformation, they now lead others toward healing. They embody what recovery looks like in real life and model what is possible for those who are still struggling. Their presence alone breaks stigma and builds trust, reminding participants that change is possible and that recovery belongs to everyone.

The program prioritizes those most impacted by the opioid crisis including Latino residents, justice involved individuals, unhoused neighbors, and low income families. Many face language barriers, fear of judgment, or limited access to care. To meet these needs, all circles, workshops, and educational sessions will be bilingual in English and Spanish and will use clear and inclusive communication that is easy to understand and relate to. Sessions will be interactive and flexible, meeting participants where they are.

By grounding the program in local leadership and lived experience, Healing Together ensures that recovery is not something done to people but something created with them. It restores dignity, agency, and belonging while strengthening community trust and resilience. Through shared stories,

mutual support, and practical tools for harm reduction and healing, this initiative transforms cycles of harm into cycles of hope and connection.

What is the level of staffing for the project? Ensure accountability for carrying out work plan activities and maintaining overall support and coordination of the work. If planning to use subcontractors, please describe their responsibilities in carrying out grant activities.

The Healing Together project will be led by CTV's Program Director, who will oversee all activities, documentation, reporting, and collaboration with the City of Gilroy and community partners. The Program Director will be responsible for ensuring that all deliverables outlined in the work plan are met on time and that data collection, evaluation, and communication with city staff are coordinated effectively.

The project will be implemented by CTV's Healing Circle facilitators and peer mentors, all of whom bring lived experience with substance use, recovery, incarceration, or family loss related to addiction. These individuals were born and raised in Gilroy and have deep roots in the community. Their credibility, compassion, and firsthand understanding of addiction and recovery make them uniquely equipped to reach those most in need. They helped design this program based on what has already proven effective in CTV's existing Healing Circles, which consistently draw strong community participation and trust.

Peer mentors will facilitate weekly circles, provide outreach in the community, and co-lead workshops and storytelling events. They will also support participants through referrals to services and ensure that Narcan and harm reduction materials are distributed safely and responsibly. All staff and volunteers will complete trauma informed and opioid safety training at the beginning of the project to ensure best practices in care, confidentiality, and cultural responsiveness.

A subcontracted consultant will provide professional training and oversight in trauma informed care, safety protocols, and healing circle facilitation with a recovery focus. All subcontracted services will directly build capacity and strengthen the peer-led model.

All activities will be implemented by CTV's trained team under the supervision of the Executive Director, ensuring strong leadership, accountability, and alignment with the goals of the opioid remediation program.

How will this project be sustainable beyond the proposed funding period?

The Healing Together initiative is intentionally designed to build lasting community infrastructure rather than create a short term program. Sustainability is embedded in every part of the model through leadership development, local capacity building, and deep partnerships with trusted systems of care. By training peer mentors and equipping them with facilitation, trauma informed care, and harm reduction skills, the project creates a self sustaining network of recovery leaders

rooted in Gilroy. These peers are community members who have walked the path of addiction and recovery themselves. Through this program they will gain the tools, confidence, and experience to continue leading circles, mentoring others, and expanding access to support long after the grant period ends.

CTV will continue operating Healing Circles through its established programming and partnerships with Santa Clara County Reentry Services, Youth Alliance, and regional coalitions that support recovery, behavioral health, reentry, and housing stability. These collaborations provide natural continuity for participants who need ongoing recovery and navigation support. The program also strengthens relationships with local institutions including the City of Gilroy, public safety, and county agencies, aligning with existing community health and prevention goals.

Sustainability will also grow through the human connections formed in the circles themselves. Each participant becomes part of a larger network of belonging that continues beyond structured sessions. As trust and community ownership increase, local leaders will emerge who can host circles, share lived experience, and continue the cycle of healing.

Ultimately, Healing Together builds the foundation for a community led recovery ecosystem in South County. It ensures that healing, education, and connection continue to thrive as part of Gilroy's long term response to the opioid crisis.

Workplan - Healing Together: Rooted in Recovery (January - December 2026)

Activity Name	Category / Subcategory / Strategy	Activity Description	Objectives & Measurable Outcomes (with target dates)	Timeline (Jan-Dec 2026)
Healing Circles & Peer-Led Support	Category: Treatment & Recovery Support Subcategory: Recovery Services and Connection-Based Care Strategy: Establish peer-led recovery programs offering ongoing emotional and social support. Connection to services.	Facilitate weekly bilingual Healing Circles led by trained peer mentors with lived experience. Circles provide trauma-informed, stigma-free spaces for reflection, emotional regulation, and support. Participants receive referrals to treatment support services and resources.	Objective: By 12/31/26, conduct 80 circles serving at least 150 residents from high-need Gilroy neighborhoods. 100 residents connected to recovery services and supports. Action Steps: Train 8 peer facilitators (by Feb 2026), launch weekly circles (Mar-Dec 2026), collect feedback after sessions. Outcome: 75% of participants report improved well-being, connection, and awareness of recovery, and resources.	Planning and training Jan-Feb; Implementation Mar-Dec 2026
Trauma-Informed & Opioid Safety Training	Category: Leadership, Planning, and Coordination Subcategory: Training and Professional Development	Deliver bilingual trauma-informed and opioid safety training to staff, peer mentors, volunteers to strengthen capacity for	Objective: By 9/30/26, train 20 peer recovery staff and volunteers in trauma-informed recovery and fentanyl safety practices.	Planning Jan-Feb; Training Feb-Dec 2026

	Strategy: Provide trauma-informed care and opioid safety training to staff, peer mentors, and volunteers.	culturally responsive recovery support. Training will cover trauma awareness, harm reduction, self-care, and fentanyl overdose response and safety protocols.	Action Steps: Contract bilingual trauma-informed consultant (Feb 2026), conduct quarterly training sessions (Feb, April, July, Oct.), evaluate via pre/post surveys. Outcome: 90% of trainees demonstrate increased knowledge and confidence supporting recovery.	
Educational Workshops for Families & Community Members	Category: Prevention Subcategory: Prevent Overdose Deaths and Other Harms (Harm Reduction) Strategy: Conduct public education on overdose prevention and harm reduction.	Host bilingual workshops for families and residents on understanding topics such as: trauma informed care, addiction, reducing stigma, recognizing overdose, administering Narcan, and navigating treatment supports and referrals. Include distribution of free Naloxone.	Objective: By 12/31/26, conduct 5 workshops reaching 50 participants and distributing Naloxone. Action Steps: Partner with community leaders (Mar 2026), deliver monthly workshops (Mar-Dec), collect participant feedback. Outcome: 80% report increased awareness and readiness to respond to opioid emergencies.	Planning Jan-Feb; Implementation Mar-Dec 2026
Community Outreach & Resource Navigation	Category: Treatment & Recovery Support Subcategory: Recovery Services and Navigation Strategy: Provide	Conduct outreach in high-impact neighborhoods, including hard to reach areas. Distribute Narcan, share recovery	Objective: By 12/31/26, engage 100 individuals and link 50 to ongoing recovery or mental health services. Action Steps: Conduct	Planning Jan-Feb; Implementation Mar-Dec 2026

	outreach and peer navigation to connect at-risk individuals and families to care.	resources, and provide navigation/referrals.	weekly outreach beginning Feb 2026, track referrals and outcomes. Outcome: 50% of those reached engage in at least one follow-up or referral service.	
Storytelling & Stigma Reduction	Category: Prevention Subcategory: Reduce Stigma and Promote Awareness Strategy: Share lived-experience stories to increase understanding and normalize recovery/connection.	Storytelling activities featuring lived-experience narratives from Healing Circles and training graduates. Stories shared at community events and through digital channels to promote compassion and recovery awareness.	Objective: By 12/31/26, collect 10 stories, share 6 publicly. Action Steps: Record and translate stories (May–Oct 2026), present stories at two community events and/or council meetings. Outcome: 70% of attendees report reduced stigma and improved understanding of recovery.	Planning Jan–Mar; Implementation Apr–Dec 2026

Budget Plan and Narrative

Total Requested: \$118,675

Category	Line Item	Description	Amount
1. Salaries and Benefits	Program Director	0.375 FTE (15 hrs/week) responsible for coordination, reporting, and supervision of peer mentors. Oversees all Healing Circles, educational workshops, and outreach.	\$37,440
	Healing Circle Facilitators / Peer Mentors	0.625 FTE (25 hrs/week combined) responsible for facilitating Healing Circles, outreach, Narcan distribution, and referrals to recovery supports.	\$34,830
	Payroll Taxes & Fringe Benefits	Payroll taxes, health benefits, and related personnel costs for project staff.	\$23,126
Subtotal – Salaries & Benefits			\$95,396
2. Contractual Services	Trauma-Informed Consultant	Provides bilingual training and technical assistance in trauma-informed care, harm reduction, and recovery best practices to staff and peer mentors.	\$12,000
3. Operating Supplies	Program Supplies	Includes printed materials, light refreshments for circles, and outreach handouts for community engagement.	\$490

5. Indirect Costs	Administrative and Overhead	10% of total direct costs for administrative support, insurance, rent, accounting, and facilities overhead.	\$10,789
TOTAL BUDGET			\$118,675

Budget Narrative

1. Salaries and Benefits (\$95,396)

The Program Director (0.375 FTE) manages implementation, reporting, and coordination of all Healing Together: Rooted in Recovery activities. Healing Circle Facilitators/Peer Mentors (0.625 FTE combined) lead bilingual Healing Circles, outreach, Narcan distribution, and recovery support referrals. Payroll taxes and fringe benefits include required employer contributions, health coverage, and payroll processing costs.

2. Contractual Services (\$12,000)

A trauma-informed care consultant will deliver quarterly bilingual trainings and provide technical assistance on trauma-informed practice, harm reduction, and recovery-focused engagement.

3. Operating Supplies (\$490)

Covers bilingual educational materials, outreach handouts, and light refreshments to encourage participation and connection during Healing Circles and workshops.

4. Indirect Costs (\$10,789)

Calculated at 10% of total direct costs. Supports administrative functions such as accounting, insurance, facilities, and overall management infrastructure necessary for effective program delivery.



CHIEF EXECUTIVE OFFICER
Don Taylor

CHAIRMAN
Bishop
Oscar Cantú

BOARD OF DIRECTORS
President
Paul Sanchirico

Vice President
James Otieno

Secretary
Lisa Kloppenberg

Paul Baker
Susan Bishop
Wendy Brennan
Hyoung Chon
Bill Evans
Laura Garcia
Bárbara Gómez-Aguíñaga
Ron Gonzales
Yen Hoang Do
Liz Mireles
John Oosterhouse
Rich Ramko
Bill Roth
Dr. Judith Sánchez, M.D.
Vincent Sunzeri
Michelle VonderHaar
Patrick Waite

Ex Officio
Most Reverend Oscar Cantú
Fr. Andres Ligot
Deacon Eric Simontis
Don Taylor

Carina Baksa
City of Gilroy
7351 Rosanna Street
Gilroy, CA 95020-6197

October 17, 2025

Dear Ms. Baksa,

Catholic Charities of Santa Clara County is pleased to submit this proposal in response to the City of Gilroy Administration Department in response to **Request for Proposals Opioid Remediation Services No. 26-RFP-AD-527**. The required information is provided below.

Legal Name of Applicant:
Catholic Charities of Santa Clara County
2625 Zanker Road, San José, CA 95134
www.catholiccharitiesscc.org

Primary Contact:
Don Taylor, Chief Executive Officer
dtaylor@catholiccharitiesscc.org
408-325-5110

Primary Contact for this Proposal:
Shea Heller-Antrim, Director, Public Grants
santrim@ccscc.org
408-325-5125 / 805-570-7317 (cell)

Review of Attachment B: CCSCC has reviewed and agrees to the terms of the standard agreement template attached to the RFP as Attachment B.

We are enthusiastic about the potential of collaborating with the City of Gilroy in addressing urgent behavioral health and substance use challenges within our community. Thank you for considering our application.

Sincerely,

Don Taylor, Chief Executive Officer
Catholic Charities of Santa Clara County

1. Applicant Information

Organization History and Description

Tracing its origins as far back as 1929, Catholic Charities of Santa Clara County (CCSCC) is a Santa Clara County-based, 501(c)(3) non-profit organization that has provided regular services to the community since 1955 and has been incorporated in California since 1981. Our mission is to serve and advocate for families and individuals in need, especially those living in poverty. We work to create a more just and compassionate community in which people of all cultures and beliefs can participate and prosper.

Our vision includes a valley where every child has the opportunity to learn from cradle to career and lives in a neighborhood free from fear, where families can afford to live in safe and decent housing and eat nutritious food, where enterprising workers can earn enough to make ends meet and save for the future, where immigrants are welcomed, and where those who are imprisoned, physically and mentally ill, elderly, and vulnerable can find healing and hope. We commit to act with a spirit of Compassion, Service and Justice guided by the principles of Respect, Integrity, Teamwork and Excellence as our core values.

CCSCC By the Numbers

- We serve more than 100,000 clients annually.
- Our services address five key areas of need: Food, Housing, Health, Education, and Economic Security.
- Our 30+ direct service programs include youth and family services, job skills training and placement, meals and food distribution, disaster response and emergency preparedness, older adult services, mental health and wellness, financial education, immigration legal services, homeless services and supportive housing, and refugee foster care.
- Services are provided at 90+ community locations throughout the county, including Gilroy, San Martin, and Morgan Hill.
- Our work is supported by more than 550 staff and 1,500 volunteers.
- CCSCC's staff reflect Santa Clara County's diversity – more than 80% are people of color, nearly 80% women, and cumulatively speak nearly 30 languages and dialects. Many are themselves residents of the neighborhoods and communities we serve, fostering deep understanding and connection with local needs and program participants.

CCSCC's Opioid and Substance Use Disorder Prevention Programs

Our extensive experience operating substance use disorder (SUD) prevention programs, or incorporating SUD prevention components as essential parts of our programming, includes opioid prevention, treatment, recovery, and harm reduction through programs such as:

Bringing Everyone’s Strengths Together (BEST): Through BEST, we have implemented an array of school and community-based programming, with the City of San José for over 20 years. This has included SUD prevention education that incorporates harm reduction strategies.

Opioid Overdose Prevention (OOP) services: This program, funded by the City of San José in 2024, served youth and families in the 95122 zip code, providing training in overdose prevention, safe decision-making, and harm reduction practices. We delivered This Is Not About Drugs (TINAD) curriculum in group settings, pro-social civic engagement activities, and opioid awareness workshops.

Morgan Hill / San Martin Late Night Gym and School-based services: In 2024-2025, CCSCC implemented these programs in partnership with the City of Gilroy Police Department South County Youth Task Force (SCYTF). We successfully deliver recreation-based out-of-school time services within a safe evening space for a target population of youth similar to this proposed program as well as evidence-based classroom sessions and assemblies delivered during the school day that teach students about opioid risks, healthy decision-making, and how to support peers in making safe choices.

In addition, we recently received notice that we were selected to implement the SCYTF’s Community-Based Youth Services program, which will build on our current activities in Gilroy.

Programs in partnership with Santa Clara County: For many years, CCSCC provided a continuum of services funded by Santa Clara County Probation for justice-involved youth or youth at risk for involvement in the juvenile justice system through programs of varying intensity. These included the Multi-Agency Assessment Center Program, Probation Gang Resistance and Intervention Program, and Support and Enhancement Services.

Currently, we operate successful programs including Community Service Learning, Young Adult Deferred Entry of Judgment, and the Youth Advisory Council initiative in partnership with Probation. All are designed to address key needs of our clients – including substance misuse – and reduce justice system recidivism.

Since 2018, we have also provided services with the county’s Social Services Agency through our Supportive Therapeutic Options Program. This program, in part, delivers services to youth and their families referred by the County's Behavioral Health Services Department, the Department of Alcohol and Drug Services, the Department of Family and Children's Services, and Juvenile Probation. Services are designed to prevent entry or re-entry into out-of-home placement for at-risk children.

2. Project Narrative

a. Overall Project Narrative

i. *Abatement Strategy, Timeline, Implementation & Evaluation, and Intended Outcomes*

CCSCC will implement a trauma-informed, evidence-informed program that combines prevention education, outreach, and family engagement. This plan balances long-term protective factors to reduce opioid misuse while strengthening youth, families, and communities. Program infrastructure and key YES staff are in place, allowing for an immediate start upon award. Staff will utilize the AWARDS database for intake, case notes, and outcomes. Reporting to the City will follow required timelines.

Addressing the abatement strategies: CCSCC will prevent the misuse of opioids through youth-focused strategies that we have used effectively throughout our continuum of programs for at-risk, underserved community members. Activities will include family night workshops using evidence-informed curriculum, afterschool peer groups with youth and a community awareness campaign.

Project Timeline with Implementation and Evaluation Steps

Step 1 – Mobilization (period: notice of award to execution of contract)

- Confirm target neighborhoods
- Configure AWARDS for intakes and reporting.
- Orient staff on policies, reporting, TINAD delivery, and trauma-informed care.

Step 2 – Program Launch (Month 1)

- Conduct community outreach in Gilroy neighborhoods and schools to recruit youth and families.
- Begin intakes using CCSCC's AWARDS database.
- Launch the first cycle of This Is Not About Drugs (TINAD) life-skills/prevention groups (12–15 youth per cohort, 2-hour sessions weekly).
- Coordinate with City and County partners (e.g., Gilroy PD, Behavioral Health, and Second Harvest) to promote safe-storage and harm-reduction awareness.
- Finalize logistics for ongoing data collection, reporting, and continuous-improvement tracking.

Step 3 – Ongoing Services (Months 2–10)

Outreach & Engagement

- Maintain 2–3 days/week of street and school-based outreach, resource navigation, and climate checks in target areas.
- Promote awareness of misuse prevention through community partners and family events.

Group Prevention Cycles

- Deliver two full TINAD cycles (8–10 sessions each) integrating life skills, substance-use education, and peer leadership.

Family & Community Engagement

- Host bilingual family workshops on protective factors, stress management, and safe-storage practices.
- Conduct 3–4 pro-social and civic engagement events (approximately 5 hours each), including at least one family-inclusive community service project in Gilroy.
- Distribute safe-medication storage kits at events and through case management.

Coordination & Quality Improvement

- Hold monthly team and partner check-ins to review data and adjust outreach or group strategies.
- Submit quarterly updates to the City of Gilroy summarizing participation, outcomes, and budget utilization.

Step 4 – Closeout (Months 11–12)

- Conduct post-surveys and exit interviews to measure knowledge gain, behavior change, and satisfaction.
- Complete final case reviews and ensure warm handoffs for participants still needing care.
- Finalize all data entry, expenditure tracking, and outcome reporting.
- Convene Gilroy partners to share results, highlight success stories, and identify sustainability strategies through ongoing YES and Footsteps programming.

ii. Target Audience

The target audience consists of youth ages 12-20 and their families residing in challenged or high-risk neighborhoods in Gilroy, including areas with high poverty rates, limited access to behavioral health resources, and concentrated social stressors.

Many of the families served are Latino, low-income, and linguistically diverse, and may face systemic barriers such as stigma around mental health and substance use, immigration-related stress, and a lack of culturally-responsive prevention programming. This target audience aligns with CCSCC’s Existing Youth Prevention Model and is a Developmental and Programmatic Fit. It is also consistent with the RFP’s focus on prevention and youth engagement as well as with local demographics and partnerships in Gilroy.

Data from the Mayo Clinic and U.S. Department of Labor indicates that certain populations face a higher risk for opioid use disorder (OUD). Contributing risk factors include younger age (particularly 18–25), exposure to trauma, poverty and unemployment, a history of criminal behavior, mental health challenges, academic disengagement, and prior substance use. When paired with California data, showing a rising prevalence of opioid misuse within the Latinx population, it is clear that our target audience includes those most vulnerable to OUD and related harms.

The project will ensure accessibility and inclusion through culturally- and linguistically-tailored outreach, bilingual staff and materials, and programming held at trusted community sites. Services will be free of charge and scheduled at convenient times to accommodate working parents. Programming will integrate family-based engagement, recognizing that effective prevention must include parents and caregivers as partners in building resilience, knowledge, and healthy coping strategies.

iii. Meeting Community Needs

The communities we serve in Gilroy are disproportionately impacted by opioid and other substance use risks due to the combination of economic instability, limited access to preventive education and treatment, intergenerational trauma, and systemic barriers to treatment. Youth in these areas are particularly vulnerable to exposure to substance use in their environments and the emotional toll of family or community-level addiction.

The program meets the need for culturally-sensitive opioid misuse prevention services by reaching families through trusted CCSCC programs that reflect the cultural, linguistic, and spiritual values of the communities we serve.

Community needs were identified through data analysis, direct engagement with families, and collaboration with local schools, parishes, and community-based partners. Families and youth consistently express a desire for safe, positive spaces that promote healthy coping skills, family communication, and culturally-responsive prevention education.

Our direct service staff are bilingual, bicultural, and many come from the same neighborhoods as the families we serve. This shared background enables staff to build trust, develop authentic relationships, and deliver programming in a manner that reflects community values and lived experience.

To ensure the program is developmentally appropriate, activities and discussions are tailored to the age and maturity of participants – using guided discussions, media literacy, and peer leadership opportunities for teens. Family components provide parents with practical tools to communicate about substance use and strengthen protective factors at home.

By combining culturally-grounded engagement, linguistically-accessible delivery, and age-appropriate content, the project meets the community's expressed needs while empowering

youth and families to make informed, healthy choices that reduce risk for opioid misuse and build long-term resilience.

iv. Project Staffing

What is the level of staffing for the project? Ensure accountability for carrying out work plan activities and maintaining overall support and coordination of the work. If planning to use subcontractors, please describe their responsibilities in carrying out grant activities.

For over five decades, CCSCC has designed and implemented successful programs that address the evolving needs of our community. Drawing on this extensive experience, we have ensured that the proposed opioid prevention program is staffed with qualified, culturally-competent professionals and support personnel who are trained to deliver evidence-informed, family-centered services with compassion, effectiveness, and respect.

Staffing Model

Fred Buzo, Director of Advocacy and Community Engagement (0.01 FTE): Fred will be responsible for program quality and contract oversight; overseeing program implementation, evaluation, and reporting; and supervising the YES Program Director.

Michael Bright, YES Program Director (0.02 FTE): Mike will oversee program operations, contract deliverables, and reporting.

So'o Poumele, YES Senior Program Manager (0.07 FTE): So'o will be responsible for supervising the program's direct services; supervising the Case Manager and ensuring program data is tracked, analyzed, and reported on as required.

Esteban Escalante, Case Manager (1.0 FTE): Esteban will provide the program's direct services in a culturally appropriate, person-centered manner. As Case Manager, Esteban will conduct intakes, perform outreach, group facilitation, pro-social activities, family engagement, and misuse prevention education.

Svitlana Vilaire, Program Financial Analyst (0.02 FTE): Svitlana will support the team with preparing and submitting invoices for the grant and providing financial contract support.

v. Project Sustainability

The program aligns with existing opioid and SUDS prevention activities and will use CCSCC's existing staff, data systems, and management structure to track results and show impact. That data will help attract new funding and keep the program running in future years. CCSCC's Fund Development team actively works to identify and apply for grant opportunities and cultivates contributions to support agency activities and programs on an ongoing basis.

b. Work Plan

i. Project Category, Subcategory, & Strategy

Activity Name: Hope and Healing: Gilroy Family Prevention & Support Services

Category: Prevention.

Subcategory: Prevent misuse of opioids.

Strategy: School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

Activity Description: CCSCC will provide trauma-informed, culturally- and linguistically-appropriate services that helps vulnerable youth and families prevent drug misuse through classroom lessons on opioid risks, healthy coping skills, and positive decision-making—supported by family workshops and a community awareness campaign (Safe Home, Safe Choices) promoting safe medication use and open conversations at home.

ii. Objectives & Action Steps

Strategy 1 – Prevent Misuse of Opioids (Prevention)

Objective: Assuming a start date of January 1, 2026, by June 30, 2026, 80% of participating youth (ages 12–20) will show an increase in knowledge about opioid risks, safe decision-making, and refusal skills as measured by pre- and post-program surveys.

Action Steps:

- Deliver two full cycles of the This Is Not About Drugs (TINAD) prevention curriculum in Gilroy schools and youth centers.
- Conduct family workshops in English and Spanish on safe storage and healthy communication.
- Collect pre- and post-surveys to track changes in knowledge and attitudes.
- Provide safe-medication storage boxes and educational materials at events.
- Review progress during monthly partner check-ins and adjust outreach as needed.
- Follow up at 30/60/90 days to confirm engagement and track outcomes in the AWARDS database.

iii. Project Budget

1. Salaries and Benefits		
Division Director, Fred Buzo	0.01 FTE - Provides program quality oversight and contract compliance; supervises the Program Director; ensures activities align with City of Gilroy Opioid Remediation goals; monitors evaluation, reporting, and fiscal accountability; and maintains relationships with City, County, and community partners.	\$2,069
Program Director, Michael Bright	0.02 FTE - Oversees overall program operations and deliverables; ensures implementation of prevention, harm-reduction, and family engagement activities; provides direct supervision to the Program Manager; monitors reporting through the AWARDS database; and leads coordination with funder and South County partners.	\$2,954
Senior Program Manager, So'o Poumele	0.07 FTE - Leads day-to-day program supervision; supports implementation of prevention groups, case management, and family workshops; supervises the Case Manager; tracks data quality and outcomes in AWARDS; and ensures timely reporting and continuous improvement activities.	\$10,472
Case Manager, Esteban Escalante	1.0 FTE - Implements direct services including outreach, recruitment, intakes, and case management; facilitates TINAD prevention groups and family workshops; provides linkage to behavioral health and recovery supports; documents data in AWARDS; and supports overdose prevention and harm-reduction education.	\$78,658
Program Financial Analyst, Svitlana Vilaire	0.02 FTE - Prepares and submits monthly invoices; tracks expenditures and budget allocations; ensures financial compliance with City of Gilroy and CCSCC guidelines; and provides fiscal support for reporting and audit readiness.	\$2,457
Taxes + Benefits	Amounts above include taxes and benefits calculated at 32.61%, representing payroll taxes, health plan, life & disability insurance, retirement benefits, unemployment insurance, workers compensation, educational reimbursement.	
Subtotal		\$96,610
2. Contractual Services		
Printing	Outreach and engagement materials (e.g., flyers, banners). Contractor: FedEx Office Print and Ship	\$2,000
Subtotal		\$2,000
3. Travel		
Travel - Mileage	Employee mileage reimbursement at current federal rate for required travel between program / work sites (70 miles roundtrip at \$0.70/mile, 25 visits for supervision). Travel for San Jose-based management travel to work sites.	\$1,225
Subtotal		\$1,225
4. Operating Supplies		
Supplies: Program	Workshop materials (poster paper, markers, handouts) (\$200); notebooks and pens for clients (\$200); safety education materials (\$150); certificates of completion for youth (\$50)	\$600
Supplies: Food	For peer groups (up to 20 sessions per year, up to 15 youth per session) and family workshops (4 workshops per year, 20 participants each) (\$10 per person per event)	\$3,800
Supplies: Office	Standard consumable office supplies (pens, paper, printer ink)	\$500
Copier Lease & Maintenance	Upkeep and maintenance of office copier	\$250
Equipment	Safe med storage box (12 at \$40 each) A durable, child-resistant combination-lock box large enough to store multiple bottles for workshop demonstrations and to be distributed to families who need to safeguard medication.	\$480
Telephone	Employee reimbursement for cell phone use (\$40/mo per FTE). Allocation based on number of FTEs budgeted for project.	\$538
IT + Communications	IT support and technology resources, internet access, GSuite, videoconferencing, related costs to facilitate program delivery, data tracking, reporting. Allocation based on number of FTEs budgeted for project.	\$4,301
AWARDS database	Agency-wide client information database. Allocation based on number of FTEs budgeted for project.	\$2,083
Insurance	General liability insurance. Allocation based on number of FTEs budgeted for project.	\$2,473
Occupancy	Allocated cost of maintenance, utilities, janitorial, depreciation for staff offices at Zanker Road HQ and Washington United Youth Center where majority of budgeted staff are based. Allocation based on sqft occupied by program.	\$337
Subtotal		\$15,362
5. Other		
Participant Incentives	Stipends provided for youth upon completion of the program (\$50 per youth, 24 youth per year)	\$1,200
Subtotal		\$1,200
Subtotal Direct Expenses		\$116,397
Indirect Costs	Administrative Support Services: HR, Payroll, Compliance, Finance, other administrative support required for program implementation and service delivery; calculated at 10% of total allocation.	\$12,933
TOTAL PROJECT EXPENSE		\$129,330

October 6, 2025

ATTN: Carina Baksa, Purchasing Coordinator/Finance Manager
City of Gilroy
7351 Rosanna Street
Gilroy, CA 95020-6197
Email: carina.baksa@cityofgilroy.org
Cc: bryce.atkins@cityofgilroy.org

Subject: Cover Letter – RFP No. 26-RFP-AD-527, Opioid Remediation Services

Dear Ms. Baksa,

End Overdose is pleased to submit this proposal for the City of Gilroy’s Opioid Remediation Services RFP. We are committed to partnering with the City to expand evidence-based prevention, treatment, and recovery supports for Gilroy residents.

End Overdose is a 501(c)(3) nonprofit organization committed to ending drug-related overdose deaths through education, medical intervention, and public awareness. We equip communities with education, naloxone, test strips, and easily navigable digital resources to prevent and respond to overdose crises. (EIN: 83-0696963.)

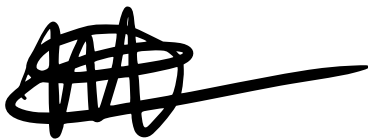
Per the RFP’s cover letter requirements, we provide the following organizational information:

- Legal Name of Applicant Organization: End Overdose
- Headquarters/Operating Office Address: 215 W Palm Ave, Unit 204, Burbank, CA 91502
- Website: <https://endoverdose.net>
- Primary Proposal Contact: Madeleine “Maddie” Ward, Chief Operating Officer
 - Email: maddie@endoverdose.net
 - Phone: 760-450-8119

End Overdose has reviewed Attachment B – City Standard Agreement (Contractor) included with RFP No. 26-RFP-AD-527 and agrees to the template’s terms.

We appreciate the opportunity to be considered and look forward to the possibility of serving Gilroy. Please contact me with any questions or requests for additional information.

Sincerely,



Madeleine “Maddie” Ward
Chief Operating Officer, End Overdose
215 W Palm Ave, Unit 204, Burbank, CA 91502
maddie@endoverdose.net | 760-450-8119
<https://endoverdose.net>

History, Leadership, and Current Work

End Overdose is a California-based 501(c)(3) nonprofit, officially incorporated in 2018. From day one, our mission has been to prevent drug-related overdose deaths through education, medical intervention, and public awareness. What began as a grassroots effort has evolved into a national overdose-prevention movement with 68 chapter locations on college and high school campuses and in local communities. In 2024, we distributed 241,257 naloxone doses and 59,508 fentanyl test strips across the U.S., pairing online training with mail-order distribution to all 50 states and delivering 1,050 in-person events and trainings in 27 states. In Los Angeles County, we supported the Department of Public Health's Fentanyl Frontline campaign, expanding awareness through coordinated social media outreach and in-person overdose prevention and response (OdPR) trainings at large music festivals across the county.

To further expand impact, in late 2024 we partnered with the Arkansas Department of Human Services (DHS) and the Office of Substance Abuse and Mental Health (OSAMH) under the State Opioid Response (SOR) IV grant to help the state meet county naloxone-saturation goals through online and in-person trainings and distributions. Since the start of 2025, we have provided OdPR training to over 5,325 people across Arkansas and distributed more than 60,000 naloxone doses to individuals, businesses, and organizations. We also built a county-specific, interactive digital resource map for community support, information and referrals, overdose prevention, recovery, and treatment services, with over 2,000 resources currently listed.

Our program portfolio includes standardized layperson OdPR training covering the signs of an opioid overdose, rescue breathing, naloxone administration, and seeking further medical attention, delivered in person and virtually, as well as online courses on OUD Signs, Prevention, and Key Facts; OUD Stigma; and Leading Change on Campus. We source and distribute intranasal naloxone and fentanyl test strips to individuals, organizations, and businesses; coordinate campus and regional chapters that host training events and localized distribution with partners such as nightlife venues, festivals, libraries, public health agencies, and more; run public-awareness campaigns to promote training priorities and reduce stigma; and administer knowledge, attitudes, and practices (KAP) surveys to assess training effectiveness and guide curriculum development. Our organization's resources and outreach are for people of all ages, but the majority of our outreach population is aged 16-24, making up 63% of the individuals surveyed by our organization in 2024.

End Overdose is led by Founder and CEO Theo Krzywicki, a person in long-term recovery who currently works as a first responder, and Chief Operating Officer Madeleine Ward. Governance is provided by a Board of Directors with lived experience and nonprofit leadership backgrounds (Ryan Hampton, Garrett Hade, and CEO Theo Krzywicki). Our program, training, operations, and logistics staff manage outreach, curriculum development, procurement, warehousing, fulfillment, and data tracking and evaluation are performed in-house by End Overdose

employees. Outreach initiatives are supported by an extensive network of over 1,000 trained volunteers and chapter leads.

Project Narrative

(i) Strategy, Timeline, Implementation, Evaluation, Outcomes, and Stigma

End Overdose provides a turnkey program featuring trainings on OUD Signs, Prevention, and Key Facts; OUD Stigma; and Overdose Prevention and Response (OdPR), high volume access to intranasal naloxone and fentanyl test strips (FTS), bilingual OdPR training and educational materials, and high-reaching public awareness efforts to reduce OUD-related stigma.

End Overdose will focus on addressing the following abatement strategies:

- **Naloxone Overdose Reversal**

End Overdose will expand community access to intranasal naloxone through recurring trainings and event tables where naloxone doses will be distributed to trained individuals. Further, End Overdose will promote our online Overdose Prevention and Response (OdPR) training and free naloxone mail delivery within Gilroy through targeted digital media campaigns. In-person trainings will employ an anonymous knowledge, attitudes, and practices (KAP) survey to assess the effectiveness of the training and areas for further curriculum development. Our naloxone distribution and training strategy follows the CDC's guidance on preventing opioid overdoses through educating and equipping laypeople, particularly those at a high risk of witnessing an opioid overdose.

- **Prevention Programs**

End Overdose will launch targeted digital media campaigns in Gilroy to normalize training, naloxone carriage, and use of fentanyl test strips; drive residents to our online courses (OUD basics, OUD Stigma, OdPR); and counter misinformation through educational content. Programs and campaigns will focus on preventing the misuse of opioids, overdose deaths and other harms. Our organization follows SAMHSA's recommended practices of person-first language and dispelling myths to improve linkages to care. For longlasting impact, End Overdose provides a training-the-trainer program, used to equip community members with the knowledge and skills needed to educate others on OdPR. End Overdose's OdPR training follows SAMHSA's guidance of educating on recognition, rescue breathing, use of naloxone, and post-reversal care.

Timeline

- *Months 1-2*) Confirm priority partners and sites (community groups, libraries, community centers, venues, schools, first responders); localize materials in EN/ES; schedule events; stage naloxone and FTS inventory; deploy an initial run of targeted media to drive residents to online courses and mail-order naloxone and FTS; develop targeted digital media campaign materials focused on OUD stigma reduction and prevention of the misuse of opioids.

- *Months 3-10*) Maintain a calendar of trainings and events; continue and launch new digital campaigns; assess and replenish inventory as needed; use KAP and attendance/distribution data to refine scheduling and audience.
- *Months 11-12*) Document SOPs for partner restock and training; develop a train-the-trainer cohort to sustain capacity after project close.

Evaluation

- **Participant Learning**

End Overdose will evaluate the project's OdPR training through KAP pre- and post-training surveys during live training sessions. Online OdPR training knowledge will be assessed through knowledge questions embedded throughout the training module.

- **Training and Distribution Reach & Activity**

End Overdose will track training completions (in-person and online), number of events/trainings, partner sites onboarded through the training-the-trainer program, and amount of naloxone and FTS distributed.

- **Behavioral Indicators**

End Overdose will assess changes to participants' attitudes and practices through the use of the live training pre- and post-KAP surveys.

- **Campaign Analytics**

End Overdose will track media impressions, online OUD-related training completions, engagement on media campaign content, and main demographics reached through media campaigns.

Intended Outcomes

Through the project, End Overdose aims to:

- Train at least 500 Gilroy residents on how to prevent and respond to opioid overdoses via in-person and online OdPR trainings.
- Distribute at least 1,000 naloxone doses and 1,000 fentanyl test strips to Gilroy residents.
- Achieve $\geq 25\%$ average KAP knowledge gain on post-surveys.
- Implement the train-the-trainer program at a minimum of 3 partner sites for continued impact past the project period.
- Receive at least 500,000 local impressions on targeted digital media campaigns.

Across trainings and media, we use person-first, nonjudgmental language, myth-vs-fact content, and discreet, anonymous options to reduce stigma, increase comfort with training, and normalize carrying and using naloxone and FTS.

(ii) Target Audience and Access Barriers

End Overdose will prioritize youth and young adults, service-sector workers, and community organizations—particularly those serving unhoused residents and providing SUD treatment and recovery services. This focus is responsive to Santa Clara County data showing a sustained overdose burden with polysubstance involvement and a notably high impact of opioid overdose among individuals ages 15–34. Recognizing Gilroy’s majority Hispanic/Latino population and the roughly 27% English-learner student rate (primarily Spanish-speaking), we will deploy our existing Spanish-language campaign messaging and make Spanish OdPR trainings and materials available throughout the project.

To reduce barriers and maximize participation, we will provide both in-person and virtual training and distribution options, maintain discreet/anonymous supply pickup, and keep all supplies free of charge. With roughly 94% of households online, targeted digital campaigns and online training modules will reach most residents, while in-person delivery will close any access gaps. All content will be bilingual (EN/ES), plain-language, and accessible, with age-appropriate modules for youth and young adults. By meeting residents where they are— schools and campuses, service-sector workplaces, shelters and outreach events, and community venues— and pairing trainings with on-site naloxone and fentanyl test-strip distribution, the project ensures that those most at risk can access practical, stigma-reducing education and tools on terms that work for them.

(iii) Community Needs

End Overdose’s project directly targets needs identified through Santa Clara County’s overdose dashboards and needs assessment. County data show 275 overdose deaths in 2024 (14.23 per 100,000), with substantial polysubstance involvement (including fentanyl and methamphetamine), and a notably high impact among ages 15–34. Gilroy’s 95020 ZIP ranks among the highest countywide for overdose deaths and moderate for non-fatal overdoses, signaling a local need for accessible overdose-prevention training, naloxone and fentanyl test-strip (FTS) distribution, and targeted anti-stigma education. We prioritize youth and young adults, service-sector workers, and community organizations— particularly those serving unhoused residents and treatment/recovery clients, because these audiences are more likely to witness or encounter overdose in everyday settings and benefit from practical OdPR training and low-barrier lifesaving tools.

The project is built to support those most disproportionately impacted. Consistent with the county needs assessment, we concentrate training sessions in places serving men, people

experiencing homelessness, and Hispanic/Latino communities. Delivery is culturally, linguistically, and developmentally appropriate: trainings and campaigns are bilingual (EN/ES); materials are plain-language, person-first, and myth-busting; and content is tailored for youth/young adults. Recognizing Gilroy's majority Hispanic/Latino population and roughly 27% English-learner student rate (primarily Spanish-speaking), we will deploy Spanish-language campaign messaging and offer Spanish OdPR trainings and handouts. With approximately 94% household internet access, we pair targeted digital campaigns and online courses with in-person options to close any connectivity gaps. Practical barriers are reduced through flexible training scheduling, long-form and rapid training options, discreet/anonymous kit distributions, and no-cost supplies. We track participation and distribution by site type, ZIP, language, and audience, use KAP pre/post surveys to monitor knowledge and attitudes, and adjust locations and messaging accordingly— keeping resources focused on Gilroy residents most affected by the opioid epidemic.

(iv) Project Staffing

End Overdose will staff this project with an experienced team drawn from our existing operations. Project lead and End Overdose COO, Madeleine Ward, will be responsible for the overall delivery, City liaison, contract compliance, timeline and budget management, and final approvals. Director of Community Engagement and Training, Anthony Banuelos, will be responsible for scheduling and staffing in-person and virtual training sessions, administering KAP pre/post surveys, and maintaining in-person resource distributions and attendance tracking. Chapter and Operations Coordinator, Olive Younts, will support with the development of campaign materials and Gilroy-specific educational materials. End Overdose's Director of Communications, Mike Giegerich, will oversee the development and launch of digital media campaigns. Further, End Overdose will utilize a contracted photographer/videographer for developing campaign-specific media materials.

(v) Sustainability Past Funding Period

End Overdose designs for continuity from day one. We will embed capacity within Gilroy by training partner staff through a train-the-trainer pathway, leaving behind templated OdPR curricula and Spanish/English materials, event checklists, and simple SOPs for hosting sessions, managing discreet sign-ups, and restocking naloxone and fentanyl test strips. Our online courses (OUD Signs/Prevention/Key Facts, OUD Stigma, OdPR) remain available at no cost, allowing partners to onboard new staff and refresh skills without ongoing contracts. Further, we will continue offering free mail-order naloxone and test strips to Gilroy residents beyond the funding period. We will also provide a compact campaign toolkit (myth-vs-fact posts, QR codes to courses, printables) that City and community partners can redeploy seasonally at minimal expense.

Operationally, we transition from End Overdose–led events to partner-led micro-sessions supported by volunteers/chapters and light-touch technical assistance from our team (as needed). We will document inventory SOPs (ordering, expirations, storage, and kit assembly) so City/County partners can continue procurement using existing public-health channels. Sustainability is further supported by diversified resourcing: partners can braid in county/state public health funds, school safety or student wellness funds, employer/worksites safety budgets, and foundation or venue sponsorships for targeted outreach. Finally, our evaluation package, KAP gains, training completions, distribution totals, and campaign analytics, gives the City a clear outcomes brief and dashboard that can be used to secure future allocations and philanthropic support, ensuring the program’s reach continues beyond the grant period.

Work Plan

Activity 1: Community OdPR trainings and naloxone/FTS distributions.

Category: Prevention & Naloxone to Reverse Opioid Overdoses.

Subcategory: Prevent overdose deaths and other harms; expand training for community support groups and families, and schools. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

Strategy: Community entities providing free naloxone and FTS to anyone in the public.

Activity Description: End Overdose will deliver short, age-appropriate Overdose Prevention & Response (OdPR) trainings at schools/campuses, shelters/libraries, service-sector workplaces, and community venues, paired with on-site naloxone and fentanyl test-strip (FTS) distribution and quick-guide handouts. Sessions cover recognition of opioid overdose, rescue breathing, intranasal naloxone use, and post-reversal care. Trainings are available in a rapid format, suitable to tabling-style events, and long-form format, more suitable to training business staff and organization members.

Strategy - Naloxone overdose reversal

Objective 1. By December 31, 2026, End Overdose will provide OdPR training to at least 500 individuals, primarily targeting youth/young adults (ages 14-24), service-sector workers, unhoused residents, and clients/staff at treatment/recovery sites in Gilroy. KAP post-tests will achieve an average $\geq 25\%$ knowledge gain.

Objective 2. By December 31, 2026, End Overdose will distribute at least 1,000 doses of intranasal naloxone to trained individuals, organizations, and businesses within Gilroy.

Action Steps

1. Stage inventory; create event/partner calendar of trainings.

2. Deliver training sessions with printed educational materials in English and Spanish. Collect KAP pre/post surveys.
3. Offer discreet and anonymous resource distribution methods; track distributions by site and audience (where data is available). Analyze KAP survey results.
4. Replenish inventory as needed; monitor expiration dates.

Budget Plan

Total: \$32,574

1. Salaries and Benefits: \$20,370
 - a. COO (Project Lead) — 0.06 FTE (~2.4 hrs/wk)
 - i. \$5,400
 - ii. Oversight, City liaison, compliance, reporting
 - b. Director of Community Engagement & Training (DCET) — 0.12 FTE (~4.8 hrs/wk)
 - i. \$8,400
 - ii. Scheduling, curriculum fidelity, KAP admin
 - c. Chapter & Operations Coordinator — 0.06 FTE (~2.4 hrs/wk)
 - i. \$2,496
 - ii. Materials development, youth media support
 - d. Fringe Benefits at 25% of FTE
 - i. \$4,074
2. Contractual Services: \$0
3. Travel: \$3,000
 - a. Local mileage/parking
4. Operating Supplies: \$3,800
 - a. Kit packaging, CPR face shields, printed educational materials
5. Other: \$5,404
 - a. Venue incidentals/room fees, training and tabling equipment upkeep, insurance share, shipping cost for mail-order resource deliveries

Activity 2: Partner site training-the-trainer and resource connections.

Category: Prevention.

Subcategory: Prevent misuse of opioids; prevent overdose deaths and other harms.

Strategy: Expand training for schools, community support groups and families.

Activity Description: End Overdose will equip partner staff/volunteers (libraries, shelters/outreach teams, treatment/recovery sites, service-sector employers) to deliver OdPR refresher trainings and manage naloxone distribution. Training to build local capacity; community entities providing free naloxone and FTS to anyone in the public. Support

organizations in accessing naloxone from California state distribution program. Provide SOPs for naloxone distribution and training.

Strategy - Naloxone overdose reversal & capacity-building

Objective 3. By December 31, 2026, End Overdose will implement the training the trainer program and toolkit for at least three Gilroy partner sites.

Action Steps

1. Finalize Gilroy-specific training the trainer toolkit.
2. Identify partner sites for training the trainer program.
3. Implement training the trainer program and toolkit.
4. Monitor effectiveness and utilization of training the trainer program through KAP survey analysis.

Budget Plan

Total: \$15,540

1. Salaries and Benefits: \$8,540
 - a. COO (Project Lead) — 0.02 FTE (~1 hrs/wk)
 - i. \$1,800
 - ii. MOUs, partner onboarding/approvals
 - b. Director of Community Engagement & Training (DCET) — 0.06 FTE (~2.4 hrs/wk)
 - i. \$4,200
 - ii. Training the trainer delivery
 - c. Chapter & Operations Coordinator — 0.02 FTE (~1 hrs/wk)
 - i. \$832
 - ii. Toolkit and SOP development
 - d. Fringe Benefits at 25% of FTE
 - i. \$1,708
2. Contractual Services: \$3,000
 - a. Stipends provided to partner sites engaged in Training the Trainer program. \$1,000 allocated per site.
3. Travel: \$1,000
 - a. Local mileage/parking, lodging for visiting partner sites
4. Operating Supplies: \$3,000
 - a. Partner starter kits, printed SOP and toolkit materials, EN/ES educational materials
5. Other: \$0

Activity 3: Targeted digital awareness campaigns and online course promotions.

Category: Prevention.

Subcategory: Prevent misuse of opioids; prevent overdose deaths and other harms.

Strategy: Prevention through media campaigns preventing opioid use and misuse.

Activity Description: Public awareness and training through localized, anti-stigma and educational campaigns driving to OUD Signs/Prevention/Key Facts, OUD Stigma, and OdPR online courses. Campaigns will also focus on the normalization of naloxone/FTS. Localized EN/ES creative (myth-vs-fact, short videos, venue/toolkit assets) to normalize training and kit carriage, to reduce OUD-related stigma, and to promote online courses and discreet mail-order naloxone access.

Strategy - Prevention programs: preventing misuse and overdose deaths and other harms

Objective 4. By December 31, 2026, End Overdose will deliver at least 500,000 local impressions through targeted digital media campaigns ensuring residents come into contact with campaign materials on multiple occasions for enhanced reinforcement.

Objective 5. By December 31, 2026, End Overdose will distribute at least 1,000 fentanyl test strips to individuals, businesses, and organizations in Gilroy.

Action Steps

1. Develop Gilroy-specific media campaign materials in English and Spanish.
2. Launch and promote media campaign materials, connect individuals to further educational modules focused on OUD Signs/Prevention/Key Facts, OUD Stigma, and OdPR.
3. Track engagement on media campaigns and course completions for online training modules.

Budget Plan

Total: \$24,124

1. Salaries and Benefits: \$10,620
 - a. COO (Project Lead) — 0.02 FTE (~1 hrs/wk)
 - i. \$1,800
 - ii. Approvals and coordination
 - b. Chapter & Operations Coordinator — 0.06 FTE (~2.4 hrs/wk)
 - i. \$2,496
 - ii. Content development, youth alignment
 - c. Director of Communications — 0.07 FTE (~3 hrs/wk)
 - i. \$4,200
 - ii. Develop & launch media campaign; analytics

- d. Fringe Benefits at 25% of FTE
 - i. \$2,124
- 2. Contractual Services: \$10,300
 - a. Paid media buys/placements (EN/ES) via Google and Meta Ads
 - i. \$8,000
 - ii. Social and web-based advertisement placements
 - b. Photography and Videography Services, exact vendor TBD
 - i. \$2,300
 - ii. Creative editing of existing End Overdose creative campaign materials, addition of EN/ES subtitles
- 3. Travel: \$0
- 4. Operating Supplies: \$2,000
 - a. Physical media for distribution via mail and through partner organizations and venues
- 5. Other: \$1,204
 - a. Printed promotional materials for distribution to Gilroy businesses

Project Budget Overview

Total Amount Requested: \$72,238

Breakdown by Budget Category

- 1. Salaries & Benefits: \$39,530
 - a. Project Lead/COO total: 0.10 FTE (\$9,000)
 - b. Director of Community Engagement and Training total: 0.18 FTE (\$12,600)
 - c. Chapter and Operations Coordinator total: 0.18 FTE (\$5,824)
 - d. Director of Communications total: 0.07 (\$4,200)
 - e. Fringe Benefits (25% of FTE): \$7,906
- 2. Contractual Services: \$13,300
 - a. Media placement, photography/videography, partner site stipends
- 3. Travel: \$4,000
- 4. Operating Supplies: \$8,800
- 5. Other: \$6,608

Breakdown by Activity

- 1. Activity 1: Community OdPR trainings and naloxone/FTS distributions.
 - a. \$32,574
- 2. Activity 2: Partner site training-the-trainer and resource connections.
 - a. \$15,540
- 3. Activity 3: Targeted digital awareness campaigns and online course promotions.
 - a. \$24,124



October 13, 2025

Sunday Friends is pleased to submit this proposal in response to the City of Gilroy Administration Department in response to Request for Proposals Opioid Remediation Services No. 26-RFP-AD-527. The requested information is provided below.

Legal Name of Applicant: Sunday Friends Foundation
Address: 645 Wool Creek Dr., 2nd Floor, Suite A, San José, CA 95134
Website: www.sundayfriends.org
Primary Contact: Tatiana Colón-Rivera, Executive Director
Email: tatiana@sundayfriends.org
Phone: (408) 475-2798

Review of Attachment B: Sunday Friends has reviewed and agrees to the terms of the standard agreement template attached to the RFP as Attachment B.

Organization history and overview: Established in 1997, Sunday Friends is a Latina-led non-profit based in San Jose and serving all of Santa Clara County. Our mission is to help low-income families break the intergenerational cycle of poverty and achieve health equity by activating their internal power and providing resources through a supportive community across multiple generations. We achieve this through an innovative model that combines essential services with hands-on, skill-building programs that foster stability, agency, and long-term success. We believe that by helping families to break the cycle of poverty across generations and achieve health equity, we can help create a more just and equitable society for all. Our core values include:

Dignity: We affirm the inherent self-worth of every individual and embrace the responsibility to create access to opportunities to live a healthy life, regardless of their race, ethnicity, gender, sexual orientation, socioeconomic status, or other factors.

Caring: We practice kindness, caring, and mutual respect to foster trust and build healthy relationships.

Solidarity: We believe in the beauty of camaraderie and the strength that comes from “standing with” all we help in support of community.

Collectiveness: We believe that our ability to work together with all those we help as partners contributes to our mutual success.

Agency: We believe that positive power can be unleashed when people are given the tools to advocate for their future.

We have built a strong and efficient infrastructure that provides the administrative capacity to manage complex programs, as demonstrated by more than 25 years of successfully fulfilling grants and contracts with government, foundation, and corporate funders. Guided by our “for the community, by the community” approach, we center

community voice, elevate neighborhood leadership, and celebrate culture to create long-lasting change. This approach also ensures that members identify their needs, and plan services accordingly, with Sunday Friends providing access, tools, and guidance as relevant.

Primary areas of current work: Sunday Friends participants, known as “members,” rather than “clients” to foster a sense of ownership and belonging, engage in our “Learn, Serve, and Earn” (LSE) model, guided by three core principles: family-centered mindfulness, community support, and education. Through this model, families can engage in a variety of learning activities, such as parenting classes, job skills training, wellness, digital and financial literacy workshops, and education around climate resilience and environmental stewardship, and serve in different roles for the benefit of the community. The family earns points for each activity they serve or participate in. Points can be redeemed for benefits such as food, rental assistance, household and school supplies, and more. We currently operate community-based facilities in San José and Gilroy with multipurpose spaces, supported by a trained staff and a volunteer network experienced in delivering prevention and family-strengthening programs. We have established partnerships with local schools, community-based organizations, healthcare providers, law enforcement, local municipalities, and the State of California.

Annually, we distribute 112,000 pounds of food, provide over 24,000 units of basic necessities, and conduct over 130 classes. Our main areas of work also include our Dream. Build. Mentor. (DBM) Lab, an Entrepreneurship accelerator for families; Wellness in Bloom, supporting overall wellness, and providing education and experiences around nature conservation, recycling, and environmental stewardship; drug prevention and education initiatives in partnership with the State of California and City of San Jose; advocacy, leadership and skills-building; and homelessness prevention work.

Board and Staff: Sunday Friends is governed by a Board of Directors who are strong advocates for the organization and bring a diverse skillset to drive our mission and impact. Our staff, led by an Executive Director with more than 20 years of experience in non-profit leadership, program development and evaluation, is comprised of an experienced team with deep knowledge of grassroots work in un and underserved communities of color. All staff have lived experience similar to our members - and some are members who have chosen to work for our organization. Key staff include:

Tatiana Colón-Rivera, Executive Director: Tatiana is a dynamic Latina leader with extensive expertise in designing effective programs for underserved and diverse populations in Santa Clara County. Her experience in grassroots program development ensures that the voices of diverse communities in Santa Clara County are not only heard but that they are actively involved in shaping, implementing, and evaluating services that make a difference. As Chief Impact and Strategy Officer at Unity Care Group for five years, she led the organization through a significant expansion and diversification of funding streams, developed its housing and client services strategy, and guided the shift toward becoming a data-driven organization. Prior to that, she held

leadership positions at Catholic Charities of Santa Clara County, where she oversaw Older Adult Services as Division Director. Earlier in her career, she held several leadership roles spearheading local, state, and national efforts focused on domestic violence and sexual assault prevention. Tatiana holds a Master's degree in Public Administration with an emphasis in public policy development and a Bachelor of Arts degree in Psychology and Criminal Justice. Tatiana is bilingual in English and Spanish.

Andy Garcia-Romo, Director of Programs: Andy has been a dedicated member of the Sunday Friends team since 2020, advancing through roles of increasing impact. He has played a vital role in strengthening program evaluation, enhancing the volunteer experience, and expanding Sunday Friends' digital presence through engaging content on social media and the website. Andy also hosts Spanish-language classes for members, fosters strong community partnerships, and actively supports development initiatives. As a first-generation son of a Mexican immigrant, his personal experiences, along with his bilingual skills in Spanish and English, enable him to connect effectively with our members. Andy holds a Bachelor's degree in Economics.

Tia TranHoang, Community Health Manager: Tia leads Sunday Friends community health and wellness portfolio. She is also responsible for implementing educational programs, supervising staff, and tracking data. As the daughter of immigrant parents and a first-generation college graduate, she has a deep, personal understanding of the challenges faced by diverse communities. She has interned with CommUniverCity as a student coordinator and with the San José State University Wellness Center as a Health Educator, giving her valuable hands-on experience in public health education. Tia holds a Bachelor of Science in Public Health with minors in Nutrition & Food Science and Child & Adolescent Development and a Master of Public Health degree. She is fluent in English and Vietnamese.

Support staff: Our Fiscal team includes a fractional Chief Financial Officer, a Controller, and a bookkeeper who together have built the needed systems and provide the necessary oversight to ensure successful monitoring of contractual obligations. Our administrative team is skilled in handling complex reporting requirements, financial tracking, and compliance obligations. We utilize robust project management and accounting software to maintain accurate financial records, monitor fund allocation, and ensure transparency in spending.

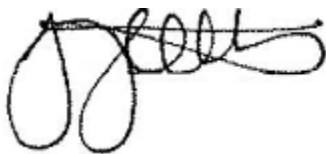
Experience with opioid/substance use prevention and harm reduction: Risk reduction and improving protective factors for our members is incorporated into everything we do. In terms of programming specific to opioid and substance use disorder (SUD) prevention, relevant examples include:

- Opioid overdose prevention and education: Since 2021, Sunday Friends has partnered with the San Jose Police Department (SJPD) to provide opioid abuse and overdose prevention education for families, with resources on how to administer Narcan and where to find it. We have also distributed Narcan to families.

- Wellness in Bloom OOP Module (an Opioid Overdose and Prevention Program):
This program was an expansion of our partnership with SJPD to provide more comprehensive education to families. With support from the City of San Jose, Sunday Friends implemented this program in 2024-2025. We utilized various age-appropriate education modules provided in English and Spanish aimed at preventing the misuse of opioids for families and youth at risk of OUD. The program incorporated our whole family strategy, engaging parents and their children together in workshops that explore the impact of opioid addiction on families, build communication and strengthen family bonds and family-centered activities.
- RISE (Resilience, Inspiration, Support, and Empowerment) Youth Leadership Program: We launched this program in 2025, in partnership with the California Department of Health Care Services via the Elevate Youth California initiative. RISE addresses SUD prevention, equipping youth to lead with skill and purpose: they build teamwork, communication, conflict-resolution, and public-speaking abilities; learn to run community listening sessions and service projects; research and analyze policies on substance use, mental health, and social justice and advocate with decision-makers; develop critical thinking and media literacy to create awareness campaigns (videos, podcasts, social media); design peer-education initiatives in formats they choose; and receive ongoing mentorship and coaching from experienced leaders.

Sunday Friends appreciates the opportunity to submit the enclosed proposal. We look forward to the possibility of partnering to expand our impact and advance shared goals in community health and well-being.

Respectfully,



Tatiana J. Colón-Rivera, Executive Director
Sunday Friends Foundation
Phone: (408) 475-2798
Email: tatiana@sundayfriends.org

Project Narrative

a. Program plan

i. Plan to address the abatement strategies and timeline

The proposed program, Wellness in Bloom: Gilroy Opioid Overdose Prevention (OOP) Edition, incorporates a comprehensive approach to substance use disorder (SUD)/opioid use disorder (OUD) prevention, focusing on education, awareness, and overdose death prevention. While this is a new project, it builds on our successful Wellness in Bloom initiative, which was previously funded for OOP by the City of San Jose. Services are designed to align with preventing the misuse of opioids, preventing overdose deaths and other harms (harm reduction), and connecting people with the resources and help they need. We address OUD-related stigma by normalizing conversations about substance use, emphasizing that addiction is a health issue rather than a moral failing. Our approach includes community education sessions, culturally and linguistically appropriate materials, and peer-led discussions where lived experience is valued. Staff and volunteers receive training in trauma-informed care, motivational interviewing, and nonjudgmental communication to ensure all interactions reduce shame and encourage help-seeking behavior.

Intended outcomes include increased community awareness of OUD as a treatable condition, reduced stigma among participants, improved linkage to treatment and support services, and ultimately, a reduction in use, overdose risk and associated harms.

The curriculum for the prevention module will draw from evidence-based resources tailored to community settings adapted to suit this project. We will utilize resources like the U.S. Department of Health and Human Services' Opioid Crisis Practical Toolkit, Operation Prevention's Parent Tool Kit, SAMHSA Opioid Use Disorder Digital Products and tool kits and relevant materials from the California Department of Public Health, particularly those in Spanish. We will also adapt and translate existing resources, ensuring cultural relevance and accessibility. Additional proposed program components are thoughtfully designed, drawing upon established best practices, our extensive experience working with the target population in a person-centered, strength-based manner, the strengths and insights of our team, and the measurable successes our model has achieved.

Components include:

Activity 1: Community Listening sessions: Engage the community in listening sessions to understand their needs and the impacts of opioid misuse in their community. We will use this information to adapt our programming and education to ensure their needs are addressed.

Activity 2: Education

- *Targeted youth education for ages 8–18:* 1) Age-appropriate workshops to build foundational knowledge about opioids. Sessions also cover where to access Naloxone/Narcan, how to resist peer pressure, and practical harm-reduction strategies such as overdose prevention and how to get help in a crisis. We strengthen problem-solving and decision-making so youth can navigate real-world situations, address environmental factors that influence use, and practice healthy coping skills to manage stress and emotions. 2) Experiential activities translate learning into action: participants create public service announcements, substance use and mental health related Zines, and take part in community outreach, reinforcing knowledge while building confidence to educate peers and connect others to support.
- *Parent/Caregiver Education:* Six sessions will equip parents with practical tools to keep children safe. In age-appropriate sessions, they learn what opioids are, how to spot early signs of misuse, and how to talk with children in ways that build trust. Topics include overdose prevention, Naloxone/Narcan access, managing chronic pain, environmental risk factors, and harm-reduction strategies. Parents also receive referrals to counseling, treatment, and community resources, helping them respond early, communicate effectively, and protect family health.

Activity 3: Family Engagement and Public Awareness Campaign: Families (youth and parents together) will participate in an interactive workshop that strengthens communication, deepens understanding of how opioid addiction affects families, and empower them to become advocates for prevention. Building on this activity, families will co-create a bilingual (English/Spanish) social media and public education campaign that shares their collective messages with the wider community. The campaign will be coordinated with community partners and amplified beyond Sunday Friends' network to maximize awareness and impact.

Activity 4: Community Partnerships, Resources and Support: This includes: a) Partnerships with the City of Gilroy Police Departments Community Services Officer for the distribution and education of Narcan, Santa Clara Family Health Plan, Gardner Health Services to provide our families access to their resources; local schools and the City of Gilroy's recreation department to disseminate information and recruit participants; b) Development of comprehensive resource guides for families.

Activities, outputs, outcomes, and evaluative tools are described further below.

Activity 1: Community Listening Sessions

Frequency: Will occur two times at the beginning of the program

Output: 2 sessions in the first two months of the program

Outcome: Establish community priorities: participants will articulate key challenges they

face related to opioid misuse to help guide future programming and partnerships.
Evaluative Tools: Documentation from the listening sessions.

Activity 2: Education

Education and experiential activities for ages 8-18:

Frequency: Monthly for 9 months

Outputs: 1 workshop cycle of 6 sessions x 9 months = 54 sessions

- 35 Youth ages 8-12 will be served through the 5-session curriculum (sessions take place once per week for 30 minutes each).
- 50 Youth ages 13-18 will be served through the 5-session curriculum (sessions take place once per week for 30 minutes each).
- 85 youth will be served through follow up 1-hour long experiential activities at the end of every 5-session curriculum.

Outcome: 80% of participants will report increased knowledge about opioids, their effects, and the risks associated with their use.

Evaluative Tools: Post-event listening session

Education for caregivers:

Frequency: Monthly for 9 months

Output: 1 workshop cycle of 6 sessions x 9 months = 54 sessions

75 parents/caregivers will be served through a weekly, 60-minute each 6-session curriculum

Outcome: 90% of participants will report knowing where to access additional resources to address opioid/fentanyl misuse.

Evaluative Tools: Post-workshop series survey

Activity 3: Family Engagement & Public Awareness Campaign

Frequency: Biannually (at least two events per year)

Outputs: 100 parents and youth will participate in a whole family experiential prevention activities creating joint public service announcements (PSAs) and community prevention messaging; Sunday Friends will reach 2,500 individuals through the social media campaign component.(10 posts)

Outcomes: at least 80% of participants will report Increased awareness of substance use prevention strategies; Greater confidence in discussing substance use within their families; and a stronger sense of connection to community support and resources.

Evaluative Tools: Post-workshop series survey

Activity 4: Community Partnerships, Resources and Support

Frequency: Ongoing

Outputs: Number of new partnerships developed, number of resource guides developed/distributed, 80% of program participants report increased awareness of available resources.

Evaluative Tools: Data tracked by program staff

Implementation, evaluation and project timeline

Implementation will begin with a planning and training phase in Month 1, followed by

outreach and program delivery in Months 2–12, including interactive workshops, family support sessions, and community awareness campaigns. Evaluation will involve pre- and post-surveys to assess changes in knowledge, attitudes, and willingness to seek support, as well as tracking participation and engagement metrics.

Implementation plan with timeline: January, 2026 – December, 2026

If funded, Sunday Friends will be ready to start providing program services in January 2026. The implementation plan is as follows:

- January-February 2026: Orient staff to project goals in and deliverables in early January, confirm project work plan, including data collection protocols; begin outreach, recruitment, and engagement of participants
- February 2026: Confirm curriculum, workshop schedules and logistics; continue outreach, recruitment and engagement
- March 2026: Parent classes will be implemented and are ongoing
- April 2026: Youth classes begin and are ongoing
- September 2026: Social media campaign design and implementation begins in tandem with National Recovery Month and into October 2026, during National Youth Substance Use Prevention Month.
- December 2026: Program wrap up, data analysis and evaluation activities in conjunction with ongoing program activities.
- Ongoing: Client and program data will be collected throughout the grant period, analyzed, and reported on as required.

ii. Target audience, risk, and barriers

With an established presence in Gilroy, Sunday Friends will have a special focus on low-income Latinx families living in under-resourced Gilroy neighborhoods. However, the program will be open to any Gilroy resident at risk of or impacted by OUD. We will hold community listening sessions to identify specific community needs and gaps and with help of the city of Gilroy identify potential “hot spots” with disproportionate rates of drug misuse and opioid overdoses so that we can focus our outreach activities appropriately. Our members in Gilroy will serve as a starting point for recruitment - all are low-income and most Latinx. The typical Sunday Friends family consists of a single mother with two children earning about \$23,500 a year - far below Silicon Valley’s average income of roughly \$160,000 - often while juggling multiple jobs. Education and economic opportunity remain out of reach for too many. In terms of race and ethnicity, Latinx youth continue to have the highest rate of school disengagement in the county - in 2023-24, 27% were chronically absent from school. Graduates often lack the financial means or support systems to pursue higher education. Families face compounded barriers - generational poverty, unstable housing, limited healthcare access - both symptoms and legacies of discriminatory drug policies.

We work to disrupt these cycles, surrounding such families and communities with dignified care and concrete pathways to stability, so they can turn from survival to healing and lasting opportunity. We address barriers by providing culturally and linguistically responsive, free programming and flexible scheduling to ensure families

can participate fully. Our staff and volunteers build trusting relationships with families, offering individualized guidance and connecting them to resources for housing, healthcare, education, and employment. By embedding programming directly in the neighborhoods where families live and leveraging community members as peer mentors and ambassadors, we reduce stigma and increase accessibility. In this way, Sunday Friends ensures that even those facing the greatest systemic obstacles can engage meaningfully in our prevention, education, and support initiatives. Our “by the community, for the community” model ensures that participants are actively involved in identifying community needs, planning and implementing services, and evaluating them so that they are relevant and what people need and want.

iii. How the project will meet community needs; how needs were identified; how the project supports those most disproportionately impacted by the opioid epidemic; developmental, cultural and linguistic appropriateness

The proposed project will address the urgent need for opioid use prevention support among low-income, immigrant, Latino families in Gilroy as well as anyone impacted by OUD with barriers to accessing needed resources. This need was identified through a review of local and county data, and community input, including overdose cases over the past several years, news stories in which affected families have stated a critical need for education and awareness in Gilroy, and data re: the opioid epidemic among Latinos. Data shows that the opioid crisis is increasingly affecting the Latino community in California, with death rates growing fastest among this group. Data from recent years highlights a dramatic rise in mortality and emergency department visits for Latinos which began in 2017 [Avelardo Valdez, et. al. The opioid epidemic among the Latino population in California, Drug and Alcohol Dependence Reports, Volume 2, 2022.] This crisis is compounded by language barriers, challenges regarding healthcare access, stigma surrounding mental health and substance use, and limited culturally responsive prevention and education programs for Spanish-speaking residents.

To ensure that our program design reflects real community priorities and experiences, Sunday Friends will conduct listening sessions and focus groups with parents, youth, and local partners/stakeholders. This community input will guide program activities, topics, and outreach strategies, ensuring they are relevant and resonate with participants’ lived realities.

Our project will support those most disproportionately impacted by the opioid epidemic - low-income families, immigrants, and at-risk youth by integrating culturally, linguistically, and developmentally appropriate prevention education into our trusted, family-based service model. All workshops and materials will be bilingual (Spanish/English) and delivered by staff who reflect the cultural backgrounds of participants. Sessions will use age-appropriate, interactive methods that engage children, teens, and adults together in efforts to reduce stigma, strengthen protective family factors, and promote open dialogue about stress, coping, and healthy choices. By leveraging Sunday Friends’ established community trust and empowerment-based approach, the project will create safe, welcoming spaces for prevention education and connection, meeting families where they are, in the language they speak, and in the context of their everyday lives.

iv. Level of staffing for the project

The Sunday Friends Executive Director will oversee program design and implementation while our Community Health Manager will oversee the program and provide support - both in-kind. Our Director of Programs (0.05 FTE) will be responsible for daily program operations and community partnerships. The Operations and Engagement Coordinator (.10 FTE) will support engagement activities, manage data and report on performance. The Health Education Coordinator (0.6 FTE) based in Gilroy will lead community listening sessions, and implement all education, family engagement, outreach, and partnership/activities.

Sunday Friends is confident that this staffing structure - combining dedicated leadership, operational support, and community-based expertise - will ensure the program is implemented efficiently, with strong accountability and high-quality outcomes.

v. How this project will be sustainable beyond the funding period

Through knowledge transfer, families will gain lasting skills and information to make healthy choices, communicate effectively, and prevent substance misuse long after direct program participation ends. Sunday Friends' model centers on building the capacity of parents and children to support one another and share what they have learned within their communities, creating a multiplier effect that extends impact well beyond the grant period. In addition, our broad base of community and philanthropic support keeps Sunday Friends stable and able to serve families with dignity and care. Our strong fund development team actively identifies and cultivates new funding sources—including foundations, corporations, and individual donors—to sustain and expand our programming. Sunday Friends has a proven track record of financial stability and program longevity, ensuring that this initiative will remain viable and continue to benefit families for years to come.

b. Project Work Plans

i. Category; subcategory(ies); and strategies under each subcategory being utilized; activities meeting the category

Activity name: Community listening sessions

Category: Prevention

Subcategory: Prevent misuse of opioids

Strategy: Community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions

Activity Description: Engage target audience in listening sessions to understand their needs related to opioid misuse to help inform our education and prevention strategies.

Activity name: Education

Category: Prevention

Subcategory: Prevent misuse of opioids; prevent overdose deaths and other harms (harm reduction)

Strategy: Youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids; community-based education for families, youth, and adolescents; Training and education regarding naloxone and other drugs that treat overdoses for youth and adults; training and education regarding naloxone and other drugs that treat overdoses for families, and other members of the general public.

Activity Description: Age-appropriate youth education and experiential activities related to opioid misuse for ages 8–18, include where to access Naloxone; education for parents/caregivers about opioids

Activity name: Family Engagement & Public Awareness Campaign

Category: Prevention

Subcategory: Prevent misuse of opioids; prevent overdose deaths and other harms (harm reduction)

Strategy: Media campaigns to prevent opioid misuse; training and education regarding naloxone and other drugs that treat overdoses for families, community support groups, and other members of the general public.

Activity Description: Families will develop relevant social media campaigns related to opioid and SUD prevention

Activity name: Community Partnerships, Resources and Support

Category: Prevention

Subcategory: Prevent misuse of opioids; prevent overdose deaths and other harms (harm reduction)

Strategy: Increased availability and distribution of naloxone and other drugs that treat overdoses for... individuals with OUD and their friends and family members..., or other members of the general public.

Activity Description: Sunday Friends will maintain, build on and cultivate local partnerships and develop a resource guide to ensure families have adequate support and access to resources related to opioid use.

ii. Objectives

Abatement strategy: Prevention

Outcome for education strategy for youth: 80% of youth ages 8-18 will report increased knowledge about opioids, their effects, and the risks associated with their use as measured from the start of the workshops described in Section a.i. of the Project Narrative to exit. Target completion date: 12/1/26.

Outcome for education strategy for parents/caregivers: 90% of participants will report knowing where to access additional resources to address opioid/fentanyl misuse as measured from baseline/entry to completion of the education described in Section a.i. of the Project Narrative. Target completion date:12/1/26.

iii. Budget plan and narrative – Please see the following page



Budget: 2026 Wellness in Bloom Program "Gilroy OOP Edition"

Category	Amount	Activity				Budget Narrative
		1	2	3	4	
Salaries and Benefits						
Director of Programs - 0.05 FTE	\$4,700.00	\$1,566.00		\$1,567.00	\$1,567.00	Responsible for program implementation, daily program operations, community partnerships, and relationships with schools, local government
Community Health Manager	\$0.00	\$0.00	\$0.00	\$0.00		Has primary oversight over this program and will provide support in-kind
Operations and Engagement Coordinator - 0.10 FTE	\$5,616.00	\$1,872.00	\$1,872.00	\$1,872.00		Will support engagement activities, track data and report on performance
Gilroy Health Education Coordinator	\$32,448.00	\$8,112.00	\$8,112.00	\$8,112.00	\$8,112.00	Part-time staff assisting with education activities in person and online, supports with coordinating youth leaders and assigning tasks.
Subtotal salary	\$42,764.00	\$11,550.00	\$9,984.00	\$11,551.00	\$9,679.00	
Employee taxes, payroll & benefits	\$9,408.08	\$2,541.00	\$2,196.48	\$2,541.22	\$2,129.38	Calculated at 22% of salaries (employee taxes & payroll at 11.65% and employee benefits at 10.35%
Personnel Subtotal	\$52,172.08	\$14,091.00	\$12,180.48	\$14,092.22	\$11,808.38	\$52,172.08
Operating Supplies						
Narcan	\$7,500.00		\$3,750.00		\$3,750.00	To purchase narcan for program participants
Tiendita de Apoyo	\$7,500.00	\$1,000.00	\$3,250.00	\$3,250.00		Supports participation in our Learn, Serve Earn Model
Operating Supplies subtotal	\$15,000.00	\$1,000.00	\$7,000.00	\$3,250.00	\$3,750.00	\$15,000.00
Subtotal Direct Program Expense	\$67,172.08	\$15,091.00	\$19,180.48	\$17,342.22	\$15,558.38	\$67,172.08
Indirect Expense at 10%	\$6,717.21	\$1,679.30	\$1,679.31	\$1,679.30	\$1,679.30	Covers the costs of accounting firm, audit, tax preparation, HR services firm, development consultants, utilities, insurance, legal fees, etc.
Total Program Cost	\$73,889.29	\$16,770.30	\$20,859.79	\$19,021.52	\$17,237.68	\$73,889.29

Activities

Activity 1: Community Listening Sessions

Activity 2: Education

Activity 3: Family Engagement & Public Awareness Campaign

Activity 4: Community Partnerships, Resources and Support



October 17, 2025

City of Gilroy
Attn: Carina Baksa
Community Engagement Division

Subject: Opioid Remediation Services Proposal

Dear Ms. Baksa and Mr. Atkins,

Youth Alliance (YA) is honored to submit this proposal for the City of Gilroy's Opioid Remediation Services funding. For nearly 30 years, YA has been a trusted community-based organization serving South Santa Clara and San Benito Counties, helping youth and families heal and lead through culturally rooted prevention and leadership programs. Our request for **\$118,676** represents half of the available funds and reflects our partnership with Carry the Vision (CV) to jointly implement CARE: Community Action for Recovery & Education, a community-led opioid prevention and education initiative. Through this effort, Youth Alliance will deliver youth-centered prevention, education, and healing by facilitating Xinachtli and Joven Noble groups, peer-led healing circles, and harm reduction workshops, while amplifying youth voice through creative media and outreach campaigns. Together with Carry the Vision's adult-focused recovery work, CARE will build a comprehensive, culturally grounded response to the opioid crisis that uplifts Gilroy's youth and families.

YA has a proven track record of managing public and private funding for youth prevention and wellness programs. For over a decade, we've partnered with Santa Clara County Behavioral Health to lead prevention and restorative justice initiatives, complemented by collaborations with the Santa Clara County Youth Task Force, Elevate Youth California (Prop 64), and San Benito County Probation and Behavioral Health in the neighboring county. These long-standing partnerships demonstrate our capacity to deliver equitable, evidence-based, and fiscally responsible programs that improve community outcomes.

We also confirm that we have reviewed and agree to the terms outlined in Attachment B: Standard Agreement Template included in the RFP and are committed to full compliance with requirements.

We thank the City of Gilroy for its leadership in directing opioid settlement funds toward prevention and community wellness. We welcome the opportunity to continue our long-standing service to Gilroy's youth and families through this important initiative.

With gratitude,

Diane Ortiz, MSW
CEO
(831) 636-2853 Ext 123
diane@youthall.org

Eduardo Navarro, MA
COO
(831) 537-6656
eddy@youthall.org

ENGAGE • GROW • LEAD • TRANSFORM

ORGANIZATION HISTORY AND PROVEN SUCCESS

Founded in 1995, Youth Alliance (YA) is a nonprofit organization dedicated to collaborating with youth and families from rural, predominantly Latinx communities in the Central Coast (with a key focus on South Santa Clara County) who have been: (1) historically marginalized; (2) disproportionately impacted by the opioid crisis; and, (3) left without a continuum of care. Lack of access to mental health and behavioral health care has been and remains a critical issue, especially in the context of widespread opioid misuse.

Our goal is to heal individual and generational trauma so that Latinx youth and families recognize their inherent strength, cultural values, and leadership potential. They can then advocate for the full range of services their communities need. We envision a bright future where every young person from these communities can access a robust network of care and myriad pathways to prosper and thrive.

Over 30 years, YA has collaborated with young leaders and their families, public agencies, public officials, and other community partners in South Santa Clara County to establish a community hub with wraparound services, which are evidence-based, culturally responsive, and linguistically appropriate. Today Youth Alliance is a deeply rooted, trusted partner serving more than 2,300 every year across South Santa Clara and San Benito Counties through substance abuse prevention, leadership development, and other wellness programs.

Our team is led by a diverse team of professionals who are bilingual and with deep experience in youth development, holistic whole person care focus, restorative justice practices, and nonprofit management. Together, our staff of over 60 facilitators, case managers, outreach specialists and youth & family advocates are trained in proven models tailored to the unique needs of rural BIPOC families.

For our work to identify risk factors and intervene early to prevent drug abuse—including opioids—we apply frameworks focused on addressing trauma, instilling healthy decision-making, and discovering resilience through cultural values. Behavioral health frameworks include Mental Health First Aid, Substance Use Prevention, Botvin Life Skills Training, and Motivational Interviewing. They are interwoven with culturally-rooted curricula that include Joven Noble, Xinachtli, Cara y Corazón, and Girasol. We are also pioneers in weaving restorative justice and mindfulness practices into whole-person care.

Moreover, YA has established a contractual partnership with Santa Clara County Behavioral Health Services for over a decade to lead in-school and community prevention and restorative justice programs that align with countywide mental health and substance use strategies. We have also implemented prevention initiatives with the Santa Clara County Youth Task Force and Elevate Youth California—the grant program administered by the California Department of Health Care Services and funded by the Regulate and Tax Adult Use of Marijuana Act (Prop 64). These long-standing partnerships reflect our ability to deliver programs that are equitable, effective, and accountable to both fiscal and performance standards.

Our prevention and recovery efforts include school and community workshops on fentanyl awareness, overdose prevention, Narcan intervention use, and harm reduction practices. We coordinate youth-led campaigns and support circles that strengthen protective factors, build resilience, and promote wellness. Guided by the La Cultura Cura framework, our approach helps young people reconnect to identity, culture, and community as key pathways to healing and prevention.

After nearly three decades of service, we continue to show the capacity, trust, and commitment needed to lead effective, culturally grounded opioid prevention and education programs in partnership with our community.

PROJECT NARRATIVE

Describe how you plan to address the abatement strategy(ies). Share the project, including the timeline, a high-level overview of implementation and evaluation steps, and the intended outcomes. Describe how the project addresses opioid use disorder (OUD)-related stigma.

PROGRAM OVERVIEW

Youth Alliance (YA) will implement holistic prevention and education strategies, co-created with the communities it serves—designed to address substance use (especially opioids) among rural marginalized groups and families in South Santa Clara County. These strategies are grounded in trauma-informed, culturally and linguistically responsive practices that meet youth and families where they are. The initiative integrates substance use prevention, early intervention, and youth leadership development to strengthen individual and community resilience. Outcomes are categorized by 1) community accessible education and services, 2) in-school services, and 3) community outreach and information dissemination. Each activity supports the opioid remediation priorities outlined by Santa Clara County in the following ways:

- 1. Interventions to Prevent Drug Addiction in Vulnerable Youth:** YA will deliver school-based prevention education, family workshops, and peer-led programs that strengthen coping skills, foster supportive relationships, and build resilience so youth can internalize healthy coping mechanisms, build peer connections, and recognize their potential—all behavioral practices that lead them away from substance use.
- 2. Support and Sustain Culturally Relevant Healing and Diversion Programs:** Through culturally rooted models like *Xinachtli* and *Joven Noble*, YA will operate trauma-informed healing circles and leadership groups that address the underlying causes of substance use and promote healthy alternatives.
- 3. Diversion of People with Substance Use Disorders from the Justice System into Treatment (at risk or impacted):** YA's restorative justice and healing-centered programs provide non-punitive alternatives for youth at risk of jail or incarceration or as a re-entry resource, connecting them to mentoring, education, and culturally grounded care with trusted adults that have been native to the Gilroy area.
- 4. Addressing the Needs of Communities of Color and Vulnerable Populations Disproportionately Impacted by Substance Abuse Disorders:** Programs are bilingual, bicultural, in-school & community-based, reaching all communities of color regardless of the

economic, cultural, educational, or immigration status in Santa Clara County through trusted relationships and accessible prevention services.

We have organized our work to address opioid misuse across three outcomes.

OUTCOME #1

Youth demonstrate increased knowledge, confidence, and participation in substance use prevention—especially opioid misuse—through trauma-informed education, early-intervention workshops, and access to culturally and linguistically appropriate resources.

YA will provide interactive substance abuse prevention workshops in a community setting like the Youth Impact Center, primarily focused on: (1) warning signs for early intervention; (2) use and training of Naloxone (Narcan); (3) non-judgmental ways to discuss substance abuse and its impacts; and, (4) healthy decision-making. Sessions will be age-appropriate, trauma-informed, and adaptable to both in-school and after-school spaces. YA staff will partner with educators to host sessions that respond to the unique needs of youth in the county for parents and for youth.

In addition, participating youth will be eligible for a range of resources at its Gilroy Youth Impact Center that include weekly drop-in sessions, advocacy and leadership groups, resource navigation, art workshops and family activities.

Implementation Steps

- Youth Alliance will offer weekly interactive workshops applying culturally relevant, evidence-informed, and linguistically appropriate curricula to attract and retain participants.
- At the Gilroy Youth Impact Center, YA will connect youth and families to bilingual case managers who can connect families to a range of services, including partners focused on substance abuse prevention and recovery like Carry the Vision, intensive outpatient programs, and (as needed) in-patient hospitalization.
- The Gilroy Youth Impact Center will also serve as a safe space for drop-in sessions and special family activities offered once every other month and during holidays.. Drop-in sessions offer a safe space for youth to work on homework, socialize, have access to snacks and engage in recreational activities. Special family activities include educational activities, creative workshops, listening sessions, or holiday shared meals.

OUTCOME #2

Latinx youth, families, and community members collaborate to reduce stigma surrounding substance use—particularly opioids—by fostering open dialogue, shared understanding, and leadership.

Youth Alliance will integrate opioid prevention education into ongoing healing circles and leadership development programs grounded in culturally responsive models, including Xinachtli and Joven Noble. These circles will create safe spaces for youth to reflect on personal and community experiences with substance use, grief, violence, and structural harm. Grounded in restorative practices and cultural values, these groups will foster connection, empathy, and emotional regulation while linking youth to additional support as needed. Groups will take place at a selected school and a minimum of 4 groups will take place during the contract period.

Youth participating in these activities will be matched with supportive mentors and peers to cultivate leadership skills to model positive behaviors, provide a larger support network focused on substance abuse, and lead a campaign focused on reducing the stigma, especially opioid addiction.

Implementation Steps

- Youth Alliance will recruit at least 40 youth (ages 12-18) to participate in healing circles and leadership development groups through established partnerships with local schools and community organizations, as well as direct outreach in high-need areas throughout Santa Clara County.
- Healing circles and leadership development groups will meet weekly for a 10 week cohort across the selected South County school district(s) and will be eligible to join the Youth Media team, and Advocacy team at the Gilroy Youth Impact Center.
- At least 20 youth peer mentors will be trained and receive continuous coaching in cultural healing, mindfulness, and restorative practices, with a key focus on monitoring for early intervention around opioid misuse and initiating delicate and charged conversations around substance abuse.
- Restorative justice diversion practices will be integrated into the program to provide alternatives to punitive discipline for youth impacted by substance use or related behavioral issues. Youth referred through school or community diversion pathways will participate in leadership training groups and healing circles that emphasize accountability, reflection, and reconnection, helping them rebuild trust and restore relationships while learning coping and leadership skills.

OUTCOME #3

Youth-led media and advocacy campaigns increase community awareness about substance use risks and prevention strategies — emphasizing opioid education, early warning signs, and access to care through trusted and relatable messengers.

YA will expand its multi-channel public awareness campaigns aimed at raising awareness about substance abuse across the county, with a focus on the opioid epidemic. Campaign activities will target all communities in South County across generations. Accessible and relatable media will be developed to be accessible to communities of color. The design will be led by youth leaders mentored by adults versed in storytelling across media. A cornerstone of the campaign will be stories and interviews incorporated into the *Our Voices podcast* or short social media clips.

Implementation Steps

- YA will recruit and identify a cadre of youth leaders from programs it runs at the Gilroy Impact Center and at partner schools. We will also reach out to a variety of longstanding partners, including Gavilan College and Community Media Access Partnership to provide youth with technical skills.
- The team of youth spearheading the campaign will meet weekly to brainstorm and shape elements of campaigns.

- With support from Youth Alliance staff, parent allies, and partners, youth leaders will coordinate additional in-person public awareness activities across schools, parks, and public events. Activities may include, but are not limited to, tabling events, roundtables, listening sessions, resource fairs, open forums, community workshops, and school informational sessions.
- The youth-led team will also develop 5 social media initiatives across the core platforms including Instagram, Facebook, Youtube, and X (Twitter).
- Participants will develop, produce, edit, and publish a minimum of three episodes for the *Our Voices podcast*, where youth share stories and conversations that elevate their voices and lived experiences. The episodes will center on substance abuse, with significant focus on the dangers of opioids. In keeping with the purpose of the podcast, they will include stories and interviews, as well as information on early warning signals, approaching sensitive and high-stakes conversations, and paths to resources.
- Mentors will assist youth leaders in compiling and interpreting feedback and data from campaigns to continue to iterate and innovate.

EVALUATION

To demonstrate a rigorous, culturally responsive approach to measuring outcomes, learning, and accountability across all project activities, Youth Alliance will use the following data collection and assessment practices:

- **Quantitative tracking:** Participant counts, attendance logs, pre/post knowledge surveys.
- **Qualitative feedback:** Restorative reflection circles, youth focus groups, and caregiver feedback used to gather stories of change and perceived shifts in stigma or wellness.
- **Partner data:** Partner feedback will be utilized to improve and learn for future programs.
- **Continuous improvement:** Quarterly team debriefs to assess fidelity to trauma-informed and culturally grounded models; mid-year adjustments documented in written summaries.

All evaluation tools and reflection activities will be linguistically appropriate and culturally accessible to ensure safe participation and honest feedback. For example, all evaluation materials distributed to participants will be available in English, Spanish, and other languages (as needed).

TIMELINE

The following is the cadence that Youth Alliance will use to execute, refine, and evaluate strategies based on the start of the contract. This timeline proposes a November 2025 start and end date of October 2026.

Nov–Dec 2025 | Program Setup and Outreach

- Finalize school partnerships with GUSD and community partners.
- Meet with administrators, counselors, and parent liaisons to plan logistics.
- Develop bilingual outreach materials and hold info sessions for families.
- Establish evaluation tools, reporting templates, and data tracking system.
- Launch introductory social media announcements and recruitment campaign.

Jan–Feb 2026 | Recruitment and Group Enrollment

- Recruit youth and families for prevention workshops and leadership groups.
- Conduct orientations and collect baseline data (intake forms, surveys).
- Deliver staff refresher training on trauma-informed and culturally rooted facilitation.
- Schedule initial bilingual parent workshops and youth information nights.
- Implement 10-week culturally grounded leadership and healing cohorts (Outcome 2) either all in unacent or 2 in January and 2 in May depending on school approval.

Mar–Apr 2026 | Launch of Prevention Workshops

- Begin weekly prevention and education sessions in GUSD schools (Outcome 1).
- Offer bilingual family workshops on fentanyl awareness and early intervention.
- Open weekly drop-in sessions at the Gilroy Youth Impact Center.
- Provide ongoing peer mentor coaching and collect interim data.

May–Jun 2026 | Healing Circles and Leadership Development

- Integrate restorative justice diversion referrals from schools and partners.
- Host family engagement and community-building activities at the Center.
- Conduct mid-year review and program reflection with staff and Data Analyst.

Jul–Aug 2026 | Youth-Led Media and Advocacy Campaigns

- Recruit youth media team and begin planning *Our Voices* podcast episodes.
- Develop social media campaigns focused on stigma reduction and prevention.
- Partner with Communications Specialist for design and dissemination.
- Host community outreach events in parks, schools, and public spaces.

Sep–Oct 2026 | Evaluation and Reporting

- Conduct post-surveys, focus groups, and reflection circles.
- Compile final attendance, participation, and impact data.
- Hold community celebration and youth recognition event.
- Review results with leadership team and submit final report to City of Gilroy.
- Develop sustainability and continuation plan for prevention programming.

Ongoing Activities:

- Weekly coordination and supervision meetings.
- Continuous data tracking and evaluation support by Data Analyst.
- Monthly bilingual family engagement events and school collaboration.

POPULATION OF FOCUS

Describe the target audience impacted by your proposal. How are these targeted audiences most at risk or impacted by OUD considered in this project? How does your project address potential barriers to accessing your programming?

The need for trusted, community-based prevention—especially for BIPOC youth ages 12 to 18—is urgent and well-documented. According to the Santa Clara County Medical

Examiner-Coroner's Office, fentanyl is involved in more than 70 percent of accidental overdose fatalities countywide. Youth and young adults ages 15 to 29 account for a growing share of these deaths, with South County ZIP codes 95020 (Gilroy) and 95037 (Morgan Hill) showing the highest per-capita overdose rates. In Gilroy—where more than 60 percent of residents identify as Hispanic or Latinx—these losses are compounded by limited access to behavioral health care, language isolation, cultural stigma, and fear of law enforcement.

Youth Alliance programming is co-created with the community it serves and therefore directly addresses these barriers that exacerbate the opioid epidemic among Latinx youth across South County. Core pillars of our work which include healing-centered and trauma-informed practice, community co-creation, evidence-based and culturally responsive frameworks, and accessible, safe spaces, have established Youth Alliance as a trusted partner in navigating substance use and mental health challenges. Moreover, we operate in other easily accessible spaces, especially schools throughout the county. By meeting youth and families where they are—physically, in the language they use, and through internalized cultural values—YA removes the structural and psychological barriers that most often prevent Latinx communities from accessing the opioid prevention education and early-intervention services they need.

COMMUNITY NEEDS

Describe how the proposed project will meet community needs. How were those needs identified? How does your project support those most disproportionately impacted by the opioid epidemic? How will you ensure this program is culturally, linguistically, and developmentally appropriate for the proposed community(ies)?

The impetus behind YA was witnessed decimation across generations by intersecting systems of harm, including the amalgamation of policies falling under the banner of the “War on Drugs.” Raised by traumatized elders and watching the cycle of trauma begin again with their children, a group of parents formed the organization to create a new path forward, one of healing, opportunity, and empowerment named Barrio Unidos. 30 years later, YA forged that path with services connecting to more than 20,000 people and providing direct services to more than 3,000 each year that (1) bolster resiliency within rural communities (2) equip generations of youth to thrive.

At the heart of all our programming is deep, participatory engagement with the community. Through ongoing active listening—through both informal and formal channels—our programs continually evolve to reflect the lived realities and cultural values of the Latinx families we serve. We therefore ensure that prevention and wellness programs are not *brought to* the community but built *with it*, grounded in trust, cultural values, and shared responsibility for collective well-being. Moreover, we represent our community, with the majority of staff identifying as Latinx and Indigenous and our service providers living in the neighborhoods where we implement our programs. Feedback and insight is woven into our work and formalized through longstanding collaborations with agencies, elected officials, and other nonprofit partners. Now, in the aftermath of the War on Drugs, we face the opioid epidemic and are once again first to witness and respond to its devastating impacts. We also see the barriers we must remove to prevent opioid misuse and intervene early.

For example, many young people in South Santa Clara County, especially those from Latinx, immigrant, and low-income families, face limited access to afterschool and recreational opportunities. Many of these youth are also from hard working parents that may have experienced work related injuries with access to opioids at home while unsupervised. In Gilroy, there are few safe, supervised spaces where youth can build community, express themselves, and connect to caring adults especially if they come from a two working parent household. Without these protective environments, young people are at higher risk of social isolation and exposure to substance use, misinformation, and under the influence of toxic role models they see on social media platforms.

We have responded by creating the Gilroy Youth Impact Center, which is designed in all aspects to be safe and to reflect cultural roots. We also address the threat by creating structured opportunities for youth to connect, learn, and lead so that they are mentors to others struggling with addiction. Moreover (and as stated above), all services are culturally, linguistically, and developmentally appropriate. We also ground our substance abuse prevention programs in evidence-informed approaches, as well as decades of experience. In addition, staff regularly refresh their skills and knowledge through Santa Clara County Behavioral Health trainings.

Accessibility is a key part of the effectiveness of our substance abuse programming. Prevention and healing programs are offered directly on school campuses during school hours, removing the need for transportation and minimizing the risks youth may face traveling long distances after class. Additionally, our Youth Impact Center is conveniently located in downtown Gilroy near public transportation routes and in a safe, well-lit area, or with caring YA staff that can transport them back home.

STAFF PLAN

What is the level of staffing for the project? Ensure accountability for carrying out work plan activities and maintaining overall support and coordination of the work. If planning to use subcontractors, please describe their responsibilities in carrying out grant activities.

The CARE initiative will be implemented by a dedicated and experienced team within YA that ensures strong program delivery, data integrity, compliance, and community engagement. The project will be coordinated by existing leadership and supported by trained direct-service staff who have years of experience providing prevention, wellness, and restorative programs in Gilroy and throughout South Santa Clara County.

The program will be led by a Program Director, who will oversee implementation, manage day-to-day operations, and ensure that all activities align with the approved work plan. The Case Manager / Prevention Specialist will facilitate culturally rooted prevention groups such as Xinachtli and Joven Noble, lead workshops on harm reduction and youth resilience, and maintain case notes, attendance records, and follow-up with participants and families. The Outreach Specialist (in-kind) will focus on engaging youth and families through community

events, conducting direct outreach, and coordinating group activities to maintain strong participation and visibility in the community.

The project will also receive internal support from key staff across the organization to ensure accountability and quality (in-kind). The Chief Operating Officer (COO) will provide executive oversight to ensure fidelity to contract deliverables and responsible management of grant funds. The Director of Development & Initiatives will ensure compliance, performance tracking, and timely submission of reports to the City of Gilroy. A Data Analyst will collect, manage, and analyze quantitative and qualitative program data to evaluate outcomes and ensure alignment with grant metrics. The Communications Specialist will assist with content creation, media coordination, and promotion of youth-led prevention campaigns to enhance outreach efforts and community awareness. Additional Case Managers and Outreach Staff will provide support for group facilitation, event coordination, and family engagement as needed.

Together, this integrated staffing structure ensures that all program activities are well-coordinated, compliant with city requirements, and delivered with consistency and cultural responsiveness. With this team approach, YA will maintain clear accountability for every component of the work plan from implementation and data collection to evaluation and reporting to ensuring the success and sustainability of the CARE initiative.

SUSTAINABILITY

How will this project be sustainable beyond the proposed funding period?

YA is deeply committed to sustaining this project beyond the proposed funding period through a combination of existing infrastructure, strong partnerships, and diversified funding streams. As a long-standing community-based organization with nearly three decades of service, YA has the systems, relationships, and staff capacity to continue this work as part of its broader prevention and wellness portfolio.

The Gilroy Youth Impact Center, where many of the project's workshops and circles will take place, is a permanent community hub that YA operates year-round through a blend of public, private, and philanthropic support. This established site ensures that activities, staff, and participant engagement can continue without interruption once the grant period concludes. The Center's location in downtown Gilroy, close to schools and public transportation, also supports long-term accessibility for youth and families.

Sustainability will also be achieved through ongoing partnerships with Gilroy Unified School District (GUSD), Santa Clara County Behavioral Health Services, and Carry the Vision. These collaborations provide access to in-kind resources such as facilities, staff training, subcontracting opportunities, and referral pathways that reduce program costs and strengthen service integration. YA will continue leveraging these partnerships to align prevention education with existing school wellness initiatives and county behavioral health strategies. Additionally, YA maintains a successful record of securing multi-year grants and government contracts for substance use prevention and youth development. The organization will continue to pursue

funding from state and county behavioral health departments, Elevate Youth California (Prop 64), and local philanthropic foundations to extend and expand program services. Lessons learned and data collected from this initiative will be used to strengthen future grant proposals and demonstrate measurable community impact.

Finally, by embedding prevention and stigma-reduction activities into ongoing youth leadership and restorative justice programs, YA will ensure that the knowledge, skills, and cultural practices established during this project remain part of its long-term service model. Through community ownership, cross-sector collaboration, and continued advocacy, the CARE initiative will outlast its initial grant cycle and remain a sustainable, community-driven effort to promote wellness and prevent opioid misuse in Gilroy.

WORK PLAN

Identify by name which category(ies); subcategory(ies); and each strategy under each subcategory(ies) are being utilized. Identify for each activity within the project which category it applies to and how the category is being met. Include at least one objective with action steps for each abatement strategy chosen in the project proposal.

ACTIVITY 1: Trauma-Informed, Culturally Responsive, And Linguistically Appropriate Workshops And Family Drop-In Services

Category: Prevention

Subcategory: Interventions to Prevent Drug Addiction in Vulnerable Youth

Strategy: Deliver trauma-informed, culturally responsive, and linguistically appropriate substance abuse education workshops and drop-in services that integrate information about opioid misuse.

Activity Description: Youth Alliance will review, translate, and incorporate substance abuse prevention information into trauma-informed, culturally responsive workshops at schools and other community settings. They will primarily focus on (1) warning signs for early intervention; (2) use and training of Naloxone (Narcan); (3) non-judgmental ways to discuss substance abuse and its impacts; and (4) healthy decision-making. The Gilroy Youth Impact Center will host weekly drop-in sessions, resource navigation, and family activities that reinforce prevention education.

Objective: Youth demonstrate increased knowledge, confidence, and participation in substance use prevention—especially opioid misuse.

Target Date: Months 3-10

Impact: Increased youth and family awareness of substance use risks; improved early-intervention behaviors; strengthened protective factors and community connection.

ACTIVITY 2: Healing-Informed, Evidence-Based, and Culturally Responsive Healing Circles and Leadership Groups

Category: Prevention

Subcategory: Support and Sustain Culturally Relevant Healing and Diversion Programs

Strategy: Operate trauma-informed healing circles and leadership groups that address root causes of substance use and promote healthy alternatives.

Activity Description: Youth Alliance will integrate opioid prevention education into ongoing healing circles and leadership development programs grounded in culturally responsive models, including Xinachtli and Joven Noble. These circles will create safe

spaces for youth to reflect on personal and community experiences with substance use, grief, violence, and structural harm. Grounded in restorative practices and cultural values, these groups will foster connection, empathy, and emotional regulation while linking youth to additional support as needed. Youth participating in these activities will be matched with supportive mentors and peers to cultivate leadership skills to model positive behaviors, provide a larger support network focused on substance abuse, and lead a campaign focused on reducing stigma, especially around opioid addiction.

Objective: Latinx youth, families, and community members collaborate to reduce stigma around substance abuse and addiction, particularly opioids, by fostering open dialogue, shared understanding, and leadership.

Target Date: Months 3–12

Impact: Reduced stigma and social isolation related to substance use; strengthened peer networks; increased leadership capacity among youth and families.

ACTIVITY 3: Restorative Justice Diversion and Re-Entry Support

Category: Prevention / Diversion

Subcategory: Diversion of People with Substance Use Disorders from the Justice System into Treatment

Strategy: Incorporate additional information around substance abuse and opioid misuse into existing restorative justice diversion programs offered by Youth Alliance in collaboration with law enforcement agencies, school districts, and community partners..

Activity Description: Youth Alliance will collaborate with law enforcement partners to expand the scope of restorative justice diversion programs currently offered to youth engaging in destructive and illegal behavior that could put them in jail. Substance abuse prevention strategies, with a particular focus on opioid mis-use, will be adapted to be culturally responsive, then introduced to restorative justice healing circles facilitated by Youth Alliance.

Objective: Refine the scope of restorative, non-punitive alternatives for youth to help them recognize warning signs of substance abuse (especially opioid mis-use) and discuss the root causes that lead to addiction—fractured families, punitive and/or isolating practices at school, peer pressure, mental health struggles, and oppressive law enforcement dynamics, among others.

Target Date: Months 6–11

Impact: Increased diversion from the justice system; improved access to culturally responsive behavioral health and substance abuse care; deeper connections with peers; demonstration of constructive behaviors that lead youth away from substance abuse.

ACTIVITY 4: Youth-Led Public Awareness Campaigns

Category: Prevention / Public Education

Subcategory: Public Education and Community Engagement to Reduce Substance Use and Stigma

Strategy: Led by youth leaders, devise and launch culturally responsive, intergenerational prevention campaigns to raise awareness of the dangers of substance abuse (especially opioids) and reduce the stigma around addiction.

Activity Description: Spearheaded by a select youth media team, Youth Alliance will coordinate multi-channel awareness campaigns focused on substance abuse education (including opioid addiction), early warning signs, and access to care. Campaigns will be informed by the expertise of adult mentors. They will feature storytelling, interviews, and

substance abuse prevention education. Campaigns will launch across social media, schools, and public events.

Objective: Increase community awareness and engagement around opioid prevention through youth-led storytelling and trusted-messenger strategies.

Target Date: Months 5–11

Impact: Increased public understanding of opioid risks and prevention resources; greater openness and community dialogue incorporating youth-led messaging

ACTIVITY 5: Community Feedback and Reflection

Category: Evaluation / Continuous Improvement

Subcategory: Community Engagement and Program Learning

Strategy: Use proven culturally grounded reflection and feedback processes to strengthen program quality, accountability, and responsiveness.

Activity Description: Youth Alliance will establish formal and informal communication channels with youth participants, staff, and community partners to gather stories, solicit feedback, and review data. Sessions will be facilitated in English and Spanish (as needed), using trauma-informed, culturally responsive practices that ensure safe participation and honest responses. Staff and youth mentors will synthesize feedback to refine workshops, healing circles, and media campaign content.

Objective: Create ongoing feedback loops that facilitate ongoing co-creation, strengthen program alignment with community needs, and improve the effectiveness of substance abuse prevention activities, particularly new components focused on opioid misuse.

Target Date: Occurring quarterly, beginning Month 3

Impact: Continuous improvement in the quality and relevance of opioid prevention programming; integration of co-creation design into opioid prevention strategies that meet community needs.

BUDGET

Foreword

The following proposed budget is subject to change based on negotiations with the City of Gilroy. Youth Alliance remains open and flexible to adjusting budget allocations in alignment with the City's available resources and shared program goals. Our priority is ensuring fiscal responsibility while maintaining high-quality services that meet the scope of work and deliver measurable impact.

Youth Alliance

Personnel	FTE	Rate	Annual Salary	Total
Program Director	0.1	\$42.00	\$87,360.00	\$8,736.00
Case Manager	1.0	\$33.00	\$68,640.00	\$68,640.00

Fringe

Fringe Benefits at 28%	\$21,665.28
------------------------	-------------

Subtotal Personnel	\$99,041.28
---------------------------	--------------------

Non Personnel	Qty.	Unit Price	Total
Program Supplies	1	\$5,000.00	\$5,000.00
Incentives	1	\$2,000.00	\$2,000.00
Training	1	\$1,350.00	\$1,350.00
Travel/Mileage	1	\$500.00	\$500.00
Subtotal Non-Personnel			\$8,850.00

Direct Costs	\$107,891.28
--------------	--------------

Indirect Costs at 10%	\$10,789.13
------------------------------	--------------------

TOTAL	\$118,680.41
--------------	---------------------

BUDGET NARRATIVE

The expenses are to be broken down by the following categories:

1. Salaries and Benefits

- a. In this category, list the individual(s) in your organization who will be paid to work on this project. Include each individual's title, project job duties, FTE on the project (hours/week), and salary and benefits that would be paid for by this grant.

Program Director, 0.1 FTE, \$8,736.00

Program Director provides strategic oversight, supervision, and alignment with grant deliverables.

Case Manager, 1.0 FTE, \$68,640.00

Case Manager is the cornerstone of service delivery, providing case management, referrals, and individualized youth support while ensuring consistent recruitment, relationship-building, and community engagement, particularly in neighborhoods and schools.

Combined Benefits at 28% - \$21,665.28

2. Contractual Services

- a. In this category, identify contracts that will be used to complete the activities in the work plan. For each contractor, include their name (if known, or write "TBD"), their scope of work related to the grant project duties, and the total amount to be paid.

N/A

3. Travel

- a. In this category, describe who is traveling and for what purpose. Include travel expenses (transportation, lodging, meals) for project-related meetings, trainings, and conferences. Ensure the travel is addressed in the work plan.

Travel costs will primarily support staff travel within Gilroy and surrounding areas to conduct project-related activities. This includes mileage reimbursement for home visits, meetings at school sites, and other pre-determined community locations where youth and families receive support services. Staff will also travel regularly to and from the Gilroy Youth Impact Center, which will serve as the main hub for case management, coordination, and service delivery.

In addition, travel funds will cover attendance at local and regional trainings, community meetings, and partner coordination sessions relevant to the project's goals. All travel activities align with the work plan and are essential for maintaining accessibility, collaboration, and continuity of care across program sites.

4. Operating Supplies

- a. In this category, list the expenses related to internal supplies and equipment. Supplies and equipment purchased through contractors should be included in the "Contractual Services" section.

Operating supplies will include materials and equipment necessary to conduct the program activities outlined in the proposal. This includes program supplies to support youth engagement, educational workshops, and enrichment activities; incentives that encourage consistent participation and goal achievement; and food and snacks to ensure that food security is addressed for all youth and families served.

Additionally, funds may be used for prosocial trips and enrichment activities that promote positive youth development, community connection, and skill-building. All supplies will be used to directly support program implementation, participant well-being, and the creation of a safe, welcoming environment for youth and families.

5. Other

- a. In this category, describe expenses not covered in all other sections. Include how each expense contributes to carrying out the work plan.

Indirect expenses cover the necessary administrative and operational costs required to effectively manage and support the proposed project. These include fiscal management, human resources, communications, insurance, utilities, and technology systems that ensure compliance, reporting accuracy, and program efficiency.

These costs represent the shared organizational infrastructure that supports all Youth Alliance programs, including oversight by executive leadership, data tracking, and evaluation. Indirect expenses are allocated at the organization's approved rate and are essential for maintaining accountability, staff support, and long-term sustainability of project outcomes.



City of Gilroy Administration Department

Request for Proposals Opioid Remediation Services No. 26-RFP-AD-527

ATTN: Carina Baksa
City Of Gilroy
7351 Rosanna Street
Gilroy, CA 95020-6197

**Proposals Due by: 4:00 pm Pacific Time,
Friday, October 17, 2025**



**Request for Proposal
No. 26-RFP-AD-527**

Notice is hereby given that the Purchasing Coordinator of the City of Gilroy at 7351 Rosanna Street, Gilroy, CA 95020-6197 will receive proposal submittals via e-mail. **The City of Gilroy is soliciting proposals** from firms to identify **services** they may provide to the Gilroy community **to support opioid remediation services**, pursuant to requirements established by the National Opioids Settlements, as described in the attached Request for Proposals (RFP), **Project No. 26-RFP-AD-527**. Submittals will be accepted up until 4:00 PM, PST, Friday, October 17, 2025, via e-mail to the addresses specified in this RFP. Proposals received after that time and date will not be considered. The City of Gilroy accepts no responsibility if delivery is made to another e-mail address other than the one specified within this RFP. An evaluation of compliance with the RFP requirements will be conducted, and proposals for presentation to the City Council for selection of services. The selected Contractor will then enter negotiations on the final contract for services.

A free electronic copy of the RFP can be obtained by going to the City of Gilroy website, selecting bid opportunities located under the Business and Development Services Tab, or directly by going to the following link: <http://www.cityofgilroy.org/Bids.aspx>.

Respectfully Requested,
Carina Baksa
Purchasing Coordinator

RFP No. 26-RFP-AD-527

Request for Proposals for Opioid Remediation Services

Table of Contents

Request for Proposal.....2

Introduction4

Goal.....4

Eligibility.....4

Availability of Funds and Awards.....4

Issuing Office5

Anticipated RFP Schedule.....5

Submission Date and Location.....5

Protests6

Rejection of Proposals.....6

Partial Funding or Award.....6

Modification / Withdrawal.....6

Cancellation.....7

Duration of Proposals7

Public Record.....7

Incurring Costs7

Selection Process7

Requirements7

Allowable Uses of Funds & Funding Restrictions8

Proposal Requirements.....9

Selection and Award Process.....11

Introduction

The City of Gilroy (City) invites organizations or groups addressing opioid prevention, harm reduction, treatment, and recovery to apply for funding to support the development, implementation, enhancement, or expansion of programs. This includes programs addressing substance use disorders, polysubstance use, and co-occurring mental health and substance use disorders. While the selection process will utilize a competitive Request for Proposals (RFP) process, the number of awards will be dependent on the amount of funds available.

The City of Gilroy is a charter city located in southern Santa Clara County with a population of approximately 60,000. The City operates under a council-administrator form of government, with the mayor elected at large for a four-year term and six city council members elected at large for four-year terms. The City is currently transitioning to district-based elections for the city council member seats.

Goal

The goal of this opportunity is to serve the City of Gilroy through the development, implementation, enhancement, or expansion of evidence-based strategies or promising practices to prevent and address the adverse impacts of the drug overdose epidemic.

Eligibility

Organizations or groups addressing opioid prevention, treatment, recovery, and harm reduction are eligible for funding to support the development, implementation, enhancement, or expansion of programs.

Out-of-city organizations may be considered for funding if they are primarily serving Gilroy residents and 100% of the funds requested will be used to provide services to Gilroy residents. Further, priority will be given to organizations with an established presence in Gilroy.

Availability of Funds and Awards

The funds available currently total \$237,352. All funding is derived from National Opioid Settlements allocations to the City of Gilroy and carries restrictions relating to its use.

Awarding of funds will be at the discretion of the City Council. The Council may select specific programs, consultants, and assign amounts, including partial amounts, to submitted proposals.

Issuing Office

The City Administrator's Office is the Issuing Office for this Request for Proposal (RFP) and the point of contact for all process and contract questions.

Contact

City Administrator's Office
Bryce Atkins, Assistant to the City Administrator
7351 Rosanna Street
Gilroy, CA 95020
bryce.atkins@cityofgilroy.org

Anticipated RFP Schedule

The Administration Department anticipates the following general timeline for this RFP, and the schedule may change as necessary.

Issuance of RFP documents	September 19, 2025
Deadline for RFP questions and comments	5:00 p.m., PST, October 6, 2025
Response to questions available on the website	5:00 p.m., PST, October 7, 2025
Deadline for proposal submission	4:00 p.m., PST, October 17, 2025
Council review and selection of program awards at a regular City Council meeting	Monday, November 3, 2025

Submission Date and Location

Each responding Consultant must provide one electronic copy of their proposal in PDF format to carina.baksa@cityofgilroy.org with a cc to bryce.atkins@cityofgilroy.org. The e-mail shall be entitled "Opioid Remediation Services Proposal". The proposals must be received via e-mail by the Deadline for Proposal Submission, as defined above.

Solicitation Documents and Changes (Addenda)

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

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

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

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

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

Protests

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

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

Contact

Carina Baksa
Purchasing Coordinator/Finance Manager
7351 Rosanna Street
Gilroy, CA. 95020
Carina.Baksa@cityofgilroy.org

Rejection of Proposals

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

Partial Funding or Award

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

Modification / Withdrawal

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

Cancellation

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

Duration of Proposals

Proposals must remain valid for at least 90 days. Proposals must be signed by an official authorized to bind the Consultant.

Public Record

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

Incurring Costs

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

Selection Process

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

Requirements

Organizations awarded funding are required to:

1. Utilize funds within the timeframe established by the final contract.
2. Ensure that utilization of funds as supplemental funding, rather than replacing existing funding.
3. Ensure all funds are used in alignment with Exhibit E of the Final Settlement Agreement and the California Opioid Settlements Allowable Expenditures (together, the "Allowable Expenditures List"), included as **Attachment A**, and the definition of opioid remediation.
4. Ensure indirect costs do not exceed 10 percent (10%) of awarded funds.
5. Provide data on program outputs, outcomes, impact, and effectiveness, following agreed-upon metrics with the City of Gilroy.
6. Complete all reporting requirements, which will include, but are not limited to:
 - Project/service initiation report.
 - Biannual progress reports.
 - Semi-annual progress reports.
 - Annual reports.
 - Project/service closeout report.

Reporting topics will include, but are not limited to:

- Staff working on the project.
- Community partners involved with the project.

- Challenges and barriers experienced within the associated timeframe.
- Successes experienced within the associated timeframe.
- Anticipated next steps.
- Summary of funds expended.
- Metrics to gauge outputs, outcomes, impact, and effectiveness as determined through the final contract's scope of work.

Allowable Uses of Funds & Funding Restrictions

Funds will be allocated to support programs in Gilroy that fall within the approved funding uses, pursuant to the use restrictions and requirements of the settlement funds, as described under the Settlement Agreements.

Activities must meet the definition of opioid remediation and be evidence-based strategies or promising practices and align with the Allowable Expenditures List, included as Attachment A to this RFP.

These strategies include:

- 1) Core Strategies
 - a. Naloxone or another FDA-approved drug to reverse opioid overdoses
 - b. Medication-assisted Treatment (MAT) distribution and other opioid-related treatment
 - c. Address the needs of pregnant and postpartum women
 - d. Expanding treatment for Neonatal Abstinence Syndrome (NAS)
 - e. Expansion of warm hand-off programs and recovery services
 - f. Treatment for incarcerated population
 - g. Prevention programs
 - h. Expanding syringe service programs
 - i. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the state
- 2) Approved Uses – Treatment
 - a. Treat Opioid Use Disorder (OUD)
 - b. Support people in treatment and recovery
 - c. Connect people who need help to the help they need (connections to care)
 - d. Address the needs of criminal justice-involved persons
 - e. Address the needs of pregnant or parenting women and their families, including babies with NAS
- 3) Approved Uses – Prevention
 - a. Prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids
 - b. Prevent misuse of opioids
 - c. Prevent overdose deaths and other harms (harm reduction)
- 4) Approved Uses – Other Strategies
 - a. First responders
 - b. Leadership, planning and coordination
 - c. Training

d. Research

Proposal Requirements

The proposal, to be considered, must include the following sections, in order, with all listed content as identified for each section:

1. Applicant Information

- a. Provide a cover letter regarding the organization, identifying at a minimum the following information:
 - i. Legal Name of the applicant organization.
 - ii. Address for the headquarters or office from which the organization operates.
 - iii. The website address for the organization, or the local chapter/unit of the organization.
 - iv. Contact information for the applicant organization, including name, email address, phone number, and address if different than the legal address for the applicant organization.
 - v. Statement that the Contractor has reviewed and agrees to the terms of the standard agreement template attached to this RFP as **Attachment B**.
- b. Briefly describe the history of the organization and the current staff, leadership, and board (if applicable). Describe the organization's significant areas of current work, as well as the organization's mission, vision, and/or values. Include details regarding the organization's experience with opioid/substance use prevention, treatment, recovery, and harm reduction.

2. Project Narrative

- a. Provide in the narrative for the overall project answers to the following:
 - i. Describe how you plan to address the abatement strategy(ies). Share the project, including the timeline, a high-level overview of implementation and evaluation steps, and the intended outcomes. Describe how the project addresses opioid use disorder (OUD)-related stigma.
 - ii. Describe the target audience impacted by your proposal. How are these targeted audiences most at risk or impacted by OUD considered in this project? How does your project address potential barriers to accessing your programming?
 - iii. Describe how the proposed project will meet community needs. How were those needs identified? How does your project support those most disproportionately impacted by the opioid epidemic? How will you ensure this program is culturally, linguistically, and developmentally appropriate for the proposed community(ies)?
 - iv. What is the level of staffing for the project? Ensure accountability for carrying out work plan activities and maintaining overall support and coordination of the work. If planning to use subcontractors, please describe their responsibilities in carrying out grant activities.

- v. How will this project be sustainable beyond the proposed funding period?
- b. For each activity or program within the broader project, the narrative must include a work plan. The work plans at a minimum shall consist of the following:
 - i. Identify by name which category(ies); subcategory(ies); and each strategy under each subcategory(ies) are being utilized. Identify for each activity within the project which category it applies to and how the category is being met. As an illustration:

Activity Name: Supporting Naloxone distribution at local clinics.

Category: Prevention.

Subcategory: Prevent overdose deaths and other harms (harm reduction).

Strategy: Public health entities providing free naloxone to anyone in the community.

Activity Description: Organization will procure naloxone application units and deliver quantities as requested to local hospitals and urgent care clinics, which support public health entities providing free naloxone to any member of the community that requests it.

- ii. Applicant must include at least one objective with action steps for each abatement strategy chosen in the project proposal. All objectives must be measurable and include a specific target date (i.e., 06/30/26) by which the objective will be accomplished, as well as how much change will occur (i.e., increase/decrease) and the population addressed (i.e., youth ages 12-17).
- iii. Consultant must include a detailed budget plan for each activity. The budget plan must consist of not only the total amount for the activity, but a detailed narrative including totals and a description of the expenses. The expenses are to be broken down by the following categories:
 1. Salaries and Benefits
In this category, list the individual(s) in your organization who will be paid to work on this project. Include each individual's title, project job duties, FTE on the project (hours/week), and salary and benefits that would be paid for by this grant.
 2. Contractual Services
In this category, identify contracts that will be used to complete the activities in the work plan. For each contractor, include their name (if known, or write "TBD"), their scope of work related to the grant project duties, and the total amount to be paid.
 3. Travel

In this category, describe who is traveling and for what purpose. Include travel expenses (transportation, lodging, meals) for project-related meetings, trainings, and conferences. Ensure the travel is addressed in the work plan.

4. Operating Supplies

In this category, list the expenses related to internal supplies and equipment. Supplies and equipment purchased through contractors should be included in the "Contractual Services" section.

5. Other

In this category, describe expenses not covered in all other sections. Include how each expense contributes to carrying out the work plan.

Other Considerations

- Per the California requirements, indirect costs shall not exceed actual costs or ten (10) percent of the total allocation, whichever is less.
- The final contract shall be a time-and-materials contract, reimbursable with evidence of actual expenditures. The contracts will have a not-to-exceed amount established based on an award from the City Council.
- Proposals shall be from one firm. If multiple firms wish to partner on a proposal, any resulting contract will be entered into with just one of the firms as the lead, and the lead firm will carry the accountability for administration and reporting requirements. If the partnership is intended to be two or more separate entities and contracts, each must submit its own proposal.

Selection and Award Process

The City Council will make awards at a regular City Council meeting. The proposals will be screened by City staff. The screening process entails a determination of whether the proposal overall meets the criteria contained below. All proposals will be forwarded to the City Council, ranked first by the number of criteria deemed met, then by order of proposal amount. The City Council will select which activity(ies) will be awarded from a proposal(s). The City will then enter into contract negotiations with the firms that submitted the Council-selected proposals.

Criteria

Criterion	Description	Points
Suitability	The proposal explains how it aligns with the allowable uses and meets Gilroy's needs.	30
Evidence-Based Strategy	The proposal uses an evidence-based strategy.	20
Feasibility	The proposal demonstrates that the organization can deliver on the proposal.	10

Evaluation	The proposal details a work plan listing the outcomes to be measured.	10
Equity	The proposal describes how the project addresses the community's needs fairly and equitably	10
Reach	The proposal describes how the project reaches/targets those most impacted by the opioid epidemic in Gilroy.	10
Budget	The budget is comprehensive and meets the criteria for indirect costs not exceeding 15% of the awarded funds.	10
Total		100

Attachments

- Attachment A – Allowable Expenditures List
- Attachment B – City Standard Agreement - Contractor

ATTACHMENT A
ALLOWABLE EXPENDITURES
LIST

EXHIBIT E

List of Opioid Remediation Uses

Schedule A Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).¹⁴

- A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**
1. Expand training for first responders, schools, community support groups and families; and
 2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.
- B. **MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**
1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
 2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
 3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
 4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹⁴ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA’s “Real Cost” campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. **TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:¹⁵

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“*MAT*”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including *MAT*, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹⁵ As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARP*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“*CTP*”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“*NAS*”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“*PDMPs*”), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“*ADAM*”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

On July 21, 2021, California Attorney General Rob Bonta announced the [final settlement agreements](#) with prescription opioid manufacturer Janssen Pharmaceuticals and pharmaceutical distributors McKesson, Cardinal Health, and AmerisourceBergen (the Distributors). These were the first of several opioid settlements that will provide substantial funds for the remediation of the opioid crisis in California.

This document is intended to provide guidance for California’s cities and counties (otherwise known as Participating Subdivisions) that receive funds from the California Abatement Accounts Fund through current and future California Opioid Settlements.¹

This resource includes three sections:

- » Section 1: Use of California (CA) Abatement Accounts Fund
- » Section 2: High Impact Abatement Activities (HIAA)
- » Section 3: List of Opioid Remediation Uses (Exhibit E) – Core Strategies and Approved Uses

Questions about the applicability of strategies to expend funds received from the CA Abatement Accounts Fund can be directed to DHCS at OSF@dhcs.ca.gov.

¹ Opioid settlements in this instance refers to final and proposed agreements between the State of California and opioid distributors and manufacturers: Janssen Pharmaceuticals and Johnson & Johnson (collectively “Janssen”); McKesson, Cardinal Health, and AmerisourceBergen (collectively, Distributors); Teva; Allergan; and pharmacies Walgreens, Walmart, and CVS (collectively, The Pharmacies), as well as any future opioid settlement agreements which follow the structure of these agreements.

Section 1: Use of California (CA) Abatement Accounts Fund

Funds from the California Opioid Settlements are intended to support opioid remediation activities. As defined in the National Opioid Settlement Agreements, opioid remediation is the “care, treatment, and other programs and expenditures designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid crisis.”

Pursuant to the California State-Subdivision Agreements, funds from the CA Abatement Accounts Fund must be used for opioid remediation activities in one or more of the areas described in [Exhibit E](#) of the National Opioid Settlement Agreements. Section 3 of this document provides a copy of Exhibit E, which is divided into Schedule A and Schedule B strategies. Schedule A provides a list of core opioid remediation strategies identified through the National Opioid Settlements, while Schedule B provides a list of additional opioid remediation strategies identified through the settlements.

Pursuant to the National Opioid Settlement Agreements, funds from the CA Abatement Accounts Fund may also be used to support reasonable related administrative expenses for opioid remediation activities.

Section 2: High Impact Abatement Activities (HIAA)

California state officials, in partnership with counsel representing cities and counties, have agreed on a list of opioid remediation activities to prioritize within the State of California. These priorities, referred to as High Impact Abatement Activities (HIAA), can be found in the respective California State-Subdivision Agreements. Many of the activities listed in Exhibit E of the National Opioid Settlement Agreements can qualify as HIAA, depending on their focus.

Pursuant to the California State-Subdivision Agreements, **no less than fifty percent (50%)** of the funds received by a Participating Subdivision in each calendar year from the CA Abatement Accounts Fund will be used for one or more of the HIAA listed below:

Table 1: High Impact Abatement Activities (HIAA)

No.	Activity
1	Provision of matching funds or operating costs for substance use disorder (SUD) facilities within the Behavioral Health Continuum Infrastructure Program (BHCIP)
2	Creating new or expanded SUD treatment infrastructure ²
3	Addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD
4	Diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction
5	Interventions to prevent drug addiction in vulnerable youth
6	The purchase of naloxone for local entities including for distribution and efforts to expand access to naloxone for opioid overdose reversals.

Section 3: List of Opioid Remediation Uses – Core Strategies and Approved Uses

Participating Subdivisions shall choose from among the opioid remediation strategies listed in “Approved Uses” (Schedule B) of [Exhibit E](#), which are listed below. However, priority should be given to the following core opioid remediation strategies (“Core Strategies” (Schedule A)).

Pursuant to the National Opioid Settlement Agreements, words like “expand,” “fund,” or “provide” shall not indicate a preference for new or existing programs.

² May include cost overrun for BHCIP programs as needed.

Core Strategies (Schedule A)

A. Naloxone or Other FDA-Approved Drug to Reverse Opioid Overdoses

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment (MAT) Distribution and Other Opioid-Related Treatment

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

C. Pregnant and Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment (SBIRT) services to non-Medi-Cal eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (OUD) and other SUD/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome (NAS)

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. Expansion Of Warm Hand-Off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. Evidence-Based Data Collection and Research Analyzing the Effectiveness of the Abatement Strategies Within the State

Approved Uses (Schedule B)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder (SUD) or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

Part I: Treatment

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of OUD and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of MAT approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including tele-mentoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service– Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication– Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have — or are at risk of developing — OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“PAARI”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“DART”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“LEAD”) model;

5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
 3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
 4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
 5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
 6. Support critical time interventions (“CTI”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
 7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with NAS, through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co- occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co- occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co- occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children’s Services — Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

Part II: Prevention

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:
 - i. Increase the number of prescribers using PDMPs;
 - ii. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 - iii. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co- occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health

needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

Part III: Other Strategies

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH

conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g., Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

ATTACHMENT B
CITY STANDARD AGREEMENT -
CONTRACTOR

AGREEMENT FOR SERVICES

(For contracts over \$5,000 – NON-DESIGN, NON-ENGINEERING TYPE CONTRACTOR)

This AGREEMENT made this ___ day of ____, 20____, between:

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

and CONTRACTOR: _____, having a principal place of business at _____.

ARTICLE 1. TERM OF AGREEMENT

This Agreement will become effective on _____ and will continue in effect through _____ unless terminated in accordance with the provisions of **Article 7** of this Agreement.

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

Initial

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

It is the express intention of the parties that CONTRACTOR is an independent contractor and not an employee, agent, joint venturer or partner of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONTRACTOR or any employee or agent of CONTRACTOR. Both parties acknowledge that 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 shall retain 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 agrees to: Perform the services as outlined in **Exhibit “A”** (“Specific Provisions”) and **Exhibit “B”** (“Scope of Services”), within the time periods described in **Exhibit “C”** (“Milestone Schedule”).

B. Method of Performing Services

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

C. Employment of Assistants

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

D. Place of Work

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

ARTICLE 4. COMPENSATION

A. Consideration

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

B. Invoices

CONTRACTOR shall submit invoices for all services rendered.

C. Payment

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

D. Expenses

CONTRACTOR shall be responsible for all costs and expenses incident to the performance of services for CITY, including but not limited to, all costs of equipment used or provided by 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 “direct expenses” referenced on **Exhibit “A.”**

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

A. Tools and Instrumentalities

CONTRACTOR shall 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.

B. Workers' Compensation

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

C. Indemnification of Liability, Duty to Defend

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

D. Insurance

In addition to any other obligations under this Agreement, CONTRACTOR shall, at no cost to CITY, obtain and maintain throughout the term of this Agreement: (a) Commercial Liability Insurance on a per occurrence basis, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of \$1,000,000 per occurrence for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property, including the loss of use thereof. As a condition precedent to CITY'S obligations under this Agreement, CONTRACTOR shall furnish written evidence of such coverage (naming CITY, its officers and employees as additional insureds on the Comprehensive Liability insurance policy referred to in (a) immediately above via a specific endorsement) and requiring thirty (30) days written notice of policy lapse or cancellation, or of a material change in policy terms.

E. Assignment

Notwithstanding any other provision of this Agreement, neither this Agreement nor any duties or obligations of 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 CONTRACTOR is not CITY'S employee, CONTRACTOR shall be 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 CONTRACTOR'S payments;
- CITY will not make state or federal unemployment insurance contributions on CONTRACTOR'S behalf;
- CITY will not withhold state or federal income tax from payment to CONTRACTOR;
- CITY will not make disability insurance contributions on behalf of CONTRACTOR;
- CITY will not obtain workers' compensation insurance on behalf of CONTRACTOR.

ARTICLE 6. OBLIGATIONS OF CITY

A. Cooperation of City

CITY agrees to 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 shall not release CONTRACTOR from any of CONTRACTOR'S duties or obligations under this Agreement.

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

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

B. Termination by City for Default of CONTRACTOR

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

CONTRACTOR shall be entitled to payment only for work completed in accordance with the terms of this Agreement through the date of the termination notice, as reasonably determined by CITY, provided that such payment shall not exceed the amounts set forth in this Agreement for the tasks described on Exhibit C" which have been fully, competently and timely rendered by CONTRACTOR. Notwithstanding the foregoing, if CITY terminates this Agreement due to CONTRACTOR'S default in the performance of this Agreement or material breach by CONTRACTOR of any of its provisions, 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 the tasks constituting the scope of work as described in this Agreement, to the extent such costs and expenses exceed the amounts CITY would have been obligated to pay CONTRACTOR for the performance of that task pursuant to this Agreement.

C. Termination for Failure to Make Agreed-Upon Payments

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

D. 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 shall promptly deliver to CITY all work done toward completion of the services required hereunder, and shall act in such a manner as to facilitate any the assumption of CONTRACTOR's duties by any new CONTRACTOR hired by the CITY to complete such services.

ARTICLE 8. GENERAL PROVISIONS

A. Amendment & Modification

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

B. Americans with Disabilities Act of 1990

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

C. Attorneys’ Fees

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

D. Captions

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

E. Compliance with Laws

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

F. Conflict of Interest

CONTRACTOR certifies that to the best of its knowledge, no CITY employee or office 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.

G. Entire Agreement

This Agreement supersedes any and all prior agreements, whether oral or written, between the parties hereto with respect to the rendering of services by 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 in no way binding upon CITY.

H. Governing Law and Venue

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

I. Notices

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

J. Partial Invalidity

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

K. Time of the Essence

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

L. Waiver

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

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

CONTRACTOR:

CITY:

CITY OF GILROY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Social Security or Taxpayer
Identification Number _____

Approved as to Form

ATTEST:

City Attorney

City Clerk

EXHIBIT "A"

SPECIFIC PROVISIONS

I. PROJECT MANAGER

CONTRACTOR shall provide the services indicated on the attached **Exhibit "B"**, Scope of Services ("Services"). (All exhibits referenced are incorporated herein by reference.) To accomplish that end, CONTRACTOR agrees to assign _____, 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 delivery to CONTRACTOR of a written "Notice to Proceed", which Notice to Proceed shall be in the form of a written communication from designated City contact person(s). Notice to Proceed may be in the form of e-mail, fax or letter authorizing commencement of the Services. For purposes of this Agreement, _____ shall be the designated City contact person(s). Notice to Proceed shall be deemed to have been delivered upon actual receipt by CONTRACTOR or if otherwise delivered as provided in the **Section V.H.** ("Notices") of this **Exhibit "A"**.

B. COMPLETION OF SERVICES

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

III. PROGRESS SCHEDULE

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

IV. PAYMENT OF FEES AND DIRECT EXPENSES

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

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

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

V. OTHER PROVISIONS

A. STANDARD OF WORKMANSHIP

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

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

B. RESPONSIBILITY OF CONTRACTOR

CONTRACTOR shall be responsible for the professional quality, technical accuracy, and the coordination of the Services furnished by it under this Agreement. CONTRACTOR shall not be responsible for the accuracy of any project or technical information provided by the CITY. The CITY’S review, acceptance or payment for any of the Services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and 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. 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, but not limited to, 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 shall be made available to CITY at the CITY’S offices within five (5) business days after CITY’S request.

D. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data (including, but not limited to, computer data and source code), drawings, descriptions, documents, discussions or other information developed or received by or for CONTRACTOR and all other written and oral 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 shall not, without the prior written consent of CITY, be used for any purposes other than the performance of the Services, nor be disclosed to an entity not connected with the performance of the such Services. Nothing furnished to CONTRACTOR which is otherwise known to CONTRACTOR or is or becomes generally known to the related industry (other than that which becomes generally known as the result of CONTRACTOR'S disclosure thereof) shall 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.

E. NO PLEDGING OF CITY'S CREDIT.

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

F. OWNERSHIP OF MATERIAL.

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

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

G. NO THIRD PARTY BENEFICIARY.

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

H. NOTICES.

Notices are to be sent as follows:

CITY:

City of Gilroy
7351 Rosanna Street
Gilroy, CA 95020

CONTRACTOR:

I. FEDERAL FUNDING REQUIREMENTS.

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

1. DBE Program

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, shall 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, the Local Agency shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

EXHIBIT "B"
SCOPE OF SERVICES

EXHIBIT “C”
MILESTONE SCHEDULE

EXHIBIT "D"
PAYMENT SCHEDULE



City of Gilroy

STAFF REPORT

Agenda Item Title: Award the Interim Aquatics Center Operator Contract to Swan Swimming, LLC for an Amount Not to Exceed \$266,662 and Authorize the City Administrator to Complete Negotiations and Execute the Agreement

Meeting Date: November 17, 2025
From: Brad Kilger, Interim City Administrator
Department: Administration
Submitted by: Bryce Atkins, Assistant to the City Administrator
Prepared by: Bryce Atkins, Assistant to the City Administrator

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

Award the interim aquatics center operator contract to Swan Swimming, LLC for an amount not to exceed \$266,662 and authorize the City Administrator to complete negotiations and execute the agreement.

EXECUTIVE SUMMARY

BACKGROUND

The City Council and staff have held discussions regarding the City's aquatics programs since January 2024. Over the course of those conversations, several reports were presented to the City Council, providing information as available regarding the aquatics programs, both internal and contracted out. For a summary of the discussions and the aquatics program, please refer to the staff report dated September 8, 2025.

At the conclusion of the September 8, 2025, regular City Council meeting agenda item regarding an interim aquatics operator, Council authorized the issuance of a request for proposals (RFP) for a one-year aquatics center operator agreement, with a one-year

extension option subject to the approval of the City Council. The interim operator would provide services while the recreation assessment, including aquatics programming, was being conducted. Staff issued the RFP and distributed it to the list of vendors identified in the presentation during the September meeting.

ANALYSIS

The City received more interest from potential vendors in this RFP issuance than in previous iterations. Shortly after the release of the RFP, the City was contacted by the YMCA of Silicon Valley, which expressed that it would not be providing a proposal to operate the CHS Aquatic Center. They stated that due to several competing priorities and some staffing and insurance changes, they weren't in a position to expand their aquatic programming.

During the optional site visit, the City received visitors from Team Sheeper and the City of Morgan Hill Aquatics.

Ultimately, the City received three proposals. The proposals, evaluation scores, and proposed management fees are provided in the following table, along with a brief narrative for each proposal below.

Organization	Average Score	Management Fee
Swimming Swan	93	\$266,662
Team Sheeper	84	\$350,000
Sports Facilities Companies	47	\$198,000

- Sports Facilities Companies. SFC's proposal did not provide the services being sought by the RFP. The proposal aims to adapt their model of services to the City's RFP. However, their model is inconsistent with what the City was asking for. They propose hiring, with the management fee listed, an aquatics manager who would provide oversight of the program and offer support in marketing and strategic planning. However, the proposal states that the final budget would be determined in negotiation. The City would still need to cover all other costs and staffing, and retain any net revenue. They also displayed a significant lack of understanding regarding the nature of the aquatics center itself, stating at one point that the aquatics center was still under development.
- Team Sheeper. Team Sheeper's proposal is a viable option. Their proposal is sound, providing the core services the City has offered, and has successfully delivered services to other cities in the Bay Area. The proposal includes a higher management fee, and the organization requested in its proposal that the City assist with introductions to other organizations in the community. This is not a bad request, but it highlights the need for a wind-up period, which may not be advantageous given the nature of an interim operator agreement, but is more viable in a longer-term contractual relationship.

- **Swimming Swan.** Swimming Swan has proposed a lower management fee than is currently charged, as it does not include the \$125,000 increase from the prior year, the one-year agreement cost impacts. The proposal includes several positive changes for the City, such as adapting to the Council's comments regarding revenue sharing and enhancing transparency in reporting. Additionally, Swimming Swan proposes introducing a new program, Adaptive Swimming, for students with various types of disabilities who require, or would benefit from, a more inclusive swimming lesson program. The proposed management fee is approximately \$83,000 lower than Team Sheeper. Additionally, Swimming Swan is proposing a revenue-sharing structure of 10% net revenue, potentially further reducing the management fee payment.

User Fees

Staff also reviewed the fees proposed between Team Sheeper and Swimming Swan. Their fee structure is slightly different, making an exact comparison impossible, particularly in relation to group swim lessons on weekends. Overall, Team Sheeper's proposed rates at an individual user level are somewhat lower, with a few exceptions where Swimming Swan has the lower fee or the exact cost. The price differences range from \$1 to \$5 per user per charge, where the two proposals offer the same service. Team Sheeper also offers a separate scholarship program, which would be distinct from the City's scholarship program.

The specific value of the difference is unknown, given the variability in the pricing structure. Still, it reveals a broader policy consideration: how much consideration should be given to the cost of service for a private user compared to the cost of service for the General Fund to subsidize lower user fees? This is a value consideration from a policy perspective for Council to determine. However, this agenda item is for the interim operator agreement; the long-range plan for aquatics and the policy discussion on user fee amounts and General Fund subsidy are part of the Recreation Assessment project, which will guide the long-term approach to aquatics user fees.

ALTERNATIVES

Council may accept or reject any or all proposals.

FISCAL IMPACT/FUNDING SOURCE

\$266,662 from the Recreation Fund. This amount is a reduction from the previous amount charged, and may be further reduced by any revenue-sharing payments received, as proposed. No budget amendment is needed.

PUBLIC OUTREACH

Aquatics has been discussed at several public City Council meetings, with updates

shared on social media and in the City's e-newsletter. The direction and approvals tonight will also be shared on the City's social media and e-newsletter. Further public outreach will occur as the assessment process and aquatics operations commence.

NEXT STEPS

Staff will negotiate the final conditions and terms of the agreement, based upon Council action.

Attachments:

1. Proposal - Swimming Swan
2. Proposal - Swimming Swan Bid Form
3. Proposal - Team Sheeper
4. Proposal - Sports Facilities Companies



SWAN AQUATICS
water safety services



City of Gilroy Christopher High School Aquatics Center Operation



October 24, 2025

26-RFP-AD-526 Proposal

Table of Contents

3	Cover Letter
4	Qualifications <ul style="list-style-type: none">• Our History• Our Mission• Services We Offer• Aquatics Programs• Affiliations and Memberships
6	Program Understanding <ul style="list-style-type: none">• The Swan Aquatics 5-Step Approach• Safety Program & Documentation• Special Needs/ADA• Community Access and Rentals• City Assistance• Program Philosophy
10	Programs, Services, and Schedule <ul style="list-style-type: none">• 2026 Proposed Hours of Operations• Aquatics Programs• Lessons by Age, Range of Skills, and Abilities• Proposed Fee Schedule• Scholarships for those Experiencing Economic Hardship• Proposed Total Operator Management Fee• Maintaining Comparable Fees and Approach to Increases• Proposed Staffing Plan and Ratios• Human Resources• Attachment A, Bidding Worksheet• Marketing Flow• Marketing Team and Strategy• Specialized and Past Experience• The Swan Partnership Overview• Our Clientele
33	References, Key Staff, and Management <ul style="list-style-type: none">• References• Key Staff• Organizational Chart• Key Staff: titles, responsibilities, qualifications, and certifications
38	Contract Performance <ul style="list-style-type: none">• Current Contracts• Contracts Ended Within the Past 5 Years
39	Public Communication and Registration <ul style="list-style-type: none">• Communication Between Participants and Swan Aquatics• Policies and Procedures• Customer Satisfaction and Continuous Improvement• Crisis Media Management Plan
42	Quality Assurance, Risk Management, and Insurance
45	Contact Information

The Swimming Swan, LLC dba Swan Aquatics

Attn: Melissa Swanson-Musil, Founder & CEO

PO Box 2290

Fallbrook, CA 92028

Melissa@SwanAquatics.com | 858-242-9974 | www.SwanAquatics.com



SWAN AQUATICS
water safety services

October 23, 2025

City of Gilroy

Attn: Purchasing Department / Selection Committee

7351 Rosanna Street

Gilroy, CA 95020

RE: Proposal for Aquatic Facility Management Services – Christopher High School Aquatic Center

Dear Selection Committee Members,

On behalf of Swan Aquatics, I am pleased to submit our proposal to continue providing professional aquatic management services for the Christopher High School Aquatic Center. It has been our privilege to serve the Gilroy community over the past four years — maintaining a safe, welcoming, and well-run aquatic environment for local residents, students, and partner organizations.

While last season presented some unique challenges, our team took that as an opportunity for growth and reflection. We have listened closely to City feedback, refined our operational practices, and renewed our focus on accountability, communication, and community partnership. Our goal is not only to manage the facility efficiently but also to strengthen trust and transparency in every interaction with City staff and leadership.

We believe in shared success. As part of this proposal, Swan Aquatics is offering a profit-share incentive model that allows the City to recoup a portion of the management fee through operational efficiencies and program growth. We see this as a meaningful way to demonstrate our commitment to fiscal responsibility and partnership — aligning our interests directly with the City's.

Our team remains deeply invested in the Gilroy community. We employ local residents, collaborate with local schools, and reinvest in our staff through ongoing training and certifications. We're proud of the relationships built at the Aquatic Center and of the positive impact those relationships have had on thousands of swimmers, families, and recreation participants.

We sincerely hope to continue this partnership — not as just a contractor, but as a trusted extension of your Parks & Recreation team. Thank you for your consideration and for the opportunity to present our renewed commitment to excellence, transparency, and community value.



Warm regards,

Melissa Swanson-Musil

Founder & Chief Executive Officer

The Swimming Swan, LLC dba Swan Aquatics

Melissa@SwanAquatics.com | 858-242-9974

Qualifications

Our History



Swan Aquatics' Founder: Melissa Swanson-Musil

On May 20, 2014, a near drowning occurred at a pool where there was no lifeguard on duty. Melissa, in the pool teaching a swim lesson, was able to respond and resuscitate a 4-year-old child with the help of one of her swimmers, age 3 who was the first person to grab the victim from the bottom of the pool.

This event was life changing and transformative for Melissa. She then decided to come up with a plan to bring on more instructors and create more awareness of the importance of learn to swim programs.

Our Mission

To bring aquatic safety into more communities, building safer environments.

Some of our strategies to this are:

- Implementing required safety programming and training documentation.
- Aquatic programming for all, from swim lessons, aquatic fitness, and other options.
- Handling of community access with our comprehensive websites with registrations, reservations, and waivers for a simple process for patrons.

Services We Offer

Strategic Planning - Swan Aquatics provides comprehensive strategic planning services designed to strengthen facility operations, financial sustainability, and community engagement.

Facility Operations - We manage every aspect of day-to-day aquatic facility operations — including staffing, scheduling, maintenance oversight (if needed), and guest services — to ensure smooth, safe, and enjoyable experiences for all patrons.

Planning: Tailoring programs and schedules - We design flexible, inclusive programming and schedules that reflect community demographics, seasonal demand, and facility capacity.

Operational Development: Workflows and resource allocation - Our operational development services focus on creating efficient workflows, defining clear staff responsibilities, and optimizing resource use.

Safety Training: Certifications - We provide comprehensive staff training and certification programs aligned with American Red Cross standards.

Scholarship Programs - Over the last 4 years Swan Scholarships have assisted over 100 Gilroy families to bring water safety and aquatic equity into their summer plan.

Brand Development and Marketing - Swan Aquatics enhances visibility and community participation through targeted brand development and marketing initiatives.

“ **The lifeguards were professional. I never saw one take their eyes off people in the pool!**

-Christopher High School Aquatics Center patron, 9/2025



Qualifications

Aquatics Programs

Lap Swimming/Recreation Swim/Adaptive & Family Swim

We provide seasonal lap swimming, recreational swim, and adaptive/family swim, supporting healthy lifestyles and meeting public demand.

- **Lap Swim:** Lap swimming is available daily, 6 days a week.
- **Recreational Swim:** Fun and enjoyable time with the 2 large water slides and play structure open and operating.
- **Adaptive and Family Swim:** During this time, we have the activity pool and first lane of the competitive pool available for a low sensory time to enjoy and play. **Swan Aquatics is implementing special adaptive swim lessons training with staff to bring to our swim lesson classes for those students with different types of disabilities*

Swim Lessons

- **Private Swim Lessons:** Tailored one-on-one instruction designed to fit individual needs.
- **Group Swim Lessons:** We offer 30-minute, 8-lesson sessions (4 days per week for 2 weeks) and 4-lesson sessions (2 days per week for 2 weeks over weekends).

Service offerings for each group along with age, range of skills and abilities are outlined more in-depth in **Programs, Services, and Schedule.**

Youth Programs

- **Junior Guard:** Designed to build a foundation of knowledge, attitudes and skills for future lifeguards.
- **Swim Day Camps:** A safe and fun environment where kids learn water safety and practice their swimming skills.

Aqua Fitness Classes

These classes provide low impact ways to improve joint stability, coordination, heart health, mental health, and overall strength. Examples include:

- Aqua Cardio Classes
- Aqua Zumba
- SUP (stand-up paddle board) Yoga

Affiliations and Memberships

Swan Aquatics is proud to be a licensed training provider for both the American Red Cross and a recognized Training Site for Starguard. This enables us to offer comprehensive training programs through these reputable agencies, ensuring our staff and programs meet the highest safety and industry standards.

1. American Red Cross
2. Starguard Elite
3. Association of Aquatic Professionals (AOAP)
4. USA Swimming
5. Bay Area Public Pool Operator Association (BAPPOA)
6. United States Swim School Association (USSSA)
7. National Recreation & Park Association (NRPA)
8. American Camp Association (ACA)
9. Community Associations Institute (CAI)
10. San Diego Aquatic Council
11. Southern California Public Pool Operator Association (SCPPOA)

Our extensive network of industry partnerships guarantees that we remain at the forefront of aquatic safety, training, and operational excellence.



American Red Cross



“ *It's a beautiful pool. Vee, the Aqua Zumba instructor was great!* ”

-Christopher High School Aquatics Center patron, 9/2025

Program Understanding

The Swan Aquatics 5-Step Approach

Our approach to aquatics is an established, straightforward, five-step approach for all the facilities that we manage.

STEP 1 - FACILITY REVIEW AND ASSESSMENT

We begin with an on-Site facility visit closely followed by a review of the overall operations including: Safety, First aid, Instructional and Rescue equipment, Standard operating procedures in place, Emergency Action Plans (EAPs), pool space capacity, and notable weather factors. Adjustments or new policies are then created by our team in order to ensure all safety standards are up-to-date to mitigate risk.

STEP 2 - CREATION OF INDIVIDUALIZED WEBSITE

Once the site has been assessed, we begin creating a custom, branded website specific to the facility. This website can include registration forms, liability release waivers, and payment structures for exclusive facility use. Further information such as pool rules, reservations of pool, Q&A, open lap swimming schedules, and calendar of all available classes to come, is also included.

STEP 3 - INSURANCE AND MANAGEMENT STRUCTURE

Next up is establishing the certificate of insurance (COI) and additional insured liability policy in place for the venue. We are also reviewing any safety and risk mitigation strategies at this point with our ADP representative through our PEO. (Professional Employer Organization)

STEP 4 - HR, TRAINING AND STAFFING

We then begin hiring staff by looking at our internal team and sending out the request and/or posting on various job boards and at local schools. We may also host certification courses to the public with the expectation that positions are available for hire with successful completion of training and onboarding. Once staff is hired and the first pre-service training has been scheduled; equipment, uniforms and teaching supplies are purchased and delivered.

Examples of our outreach to the community include: Social media platforms, PPC/Google campaign, thumbtack and other third-party marketing or advertising sites, direct door mailers to neighbors in the community outlining the new programs, community outreach and Business-to-Business partner building.

STEP 5 - SCHEDULING AND MARKETING

Finally, we then market the first series of classes and schedule our monthly in-service training for staff to review pool layout, zones of surveillance, practice emergency skills and evacuation drills, review programs, and all other important and pertinent information. Our approach is very methodical with bi-weekly meetings between the executive Team and on-site management.

Our five-step approach establishes a solid foundation for safe, efficient, and community-focused operations. The following sections outline how these systems are applied in practice — including our safety and documentation protocols, accessibility initiatives, community access processes, and collaboration with the City of Gilroy to maintain the highest standards of care and service.

Program Understanding

Safety Program & Documentation

Swan Aquatics has worked with state, county and local guideline to put into place protocols that are designed to minimize potential risks, keep operations running smoothly, and maintain the highest level of safety. Our safety programs and documentation can be found within our aquatic offices and is available upon request and approval from Swan Aquatics management. Swan Aquatics strives to keep digital copies of documentations as back up.

- Standard Operating Procedures (SOPs)
 - Reviewed annually

- Cal-OSHA reviewed and approved daily aquatic attraction safety checklists and training records
 - Three consecutive years of review and approved through Cal-OSHA at CHS Aquatic Center

- Facility opening and closing duties, including water chemistry readings

- Reporting
 - Daily pool and slide inspections
 - First aid and AED protocols
 - Incident and accident reporting
 - Water Rescue Reports
 - Accidental Fecal Response reports
 - In-service and training
 - Staff safety certifications

- EAPs
 - Reviewed annually

Program Understanding

Special Needs/ADA

Swan Aquatics is looking to bring in an Adaptive and Family Swim time to our operations hours. During this time we have the activity pool and first lane of the competitive pool available for a low sensory time to enjoy and play. During this swim time there will be no music playing, the loud water features will be turned off, a quiet time to enjoy the water safely.



Swan Aquatics is implementing special adaptive swim lessons training with staff to bring to our swim lesson classes for those students with different types of disabilities from Intellectual and Developmental Disabilities, Congenital Disorders, Neurological System Disorders, Orthopedic Impairments as well as Sensory Impairments with the intention to encourage our lessons to be inclusive. If available, accommodations may be made so that parents and caregivers will be able to participate in-water during swimming lessons if desired.

Community Access and Rentals

Swan Aquatics uses a customized implementation of the Presspoint software platform to manage registration, scheduling, and reporting for all aquatic programs. Through a centralized online portal, community members can register for lessons and camps, reserve event or party spaces, and receive automatic confirmations and receipts. The system integrates registration, payment, and communication tools, enabling both automated and manual email or SMS updates directly within the platform.

Our team leverages Presspoint's robust reporting features to track attendance, usage, revenue, and scheduling efficiency. These insights allow us to adjust programming, manage waitlists and transfers, and respond quickly to community demand. Standard rentals such as party (or lane reservations, when implemented) can be automatically approved online, while specialty or recurring requests — such as school or swim club lane rentals — are reviewed by management to ensure fairness and optimal facility use. By combining automation with attentive oversight, Presspoint ensures transparent scheduling, accurate record keeping, and exceptional customer service that keeps programs efficient, balanced, and community-focused.

Program Understanding

City Assistance

Swan Aquatics values its ongoing partnership with the City of Gilroy and welcomes continued collaboration to ensure the success of the Christopher High School Aquatic Center. The City's support in several key areas would be beneficial: **communication and marketing**, **community partnerships**, and **coordination with local agencies**. Joint promotion through City social media channels, website listings, and placement in the City's Activity Guide helps us reach a wider audience and keep residents informed of upcoming lessons, events, and recreational swim opportunities.

We also hope to continue participating in programs like the City's "OpportuniTEEN" job fair to provide local youth with employment and certification opportunities. In addition, partnership with Gilroy's first responders — including the police and fire departments — strengthens water safety awareness, supports emergency response readiness, and builds community trust. These collaborative efforts allow Swan Aquatics and the City to operate a program that is not only efficient and safe, but also deeply connected to the residents it serves.



Making Memories
There is still time!
Christopher High School Aquatics Center
850 Day Road
(408) 846-0263
Open Tuesday- Friday (until 8/17)
Open Weekends only (until Day 8/24)

Crear Recuerdos
Todavía Hay Tiempo
Centro Acuatico de CHS
850 Day Road | 408-846-0263
Abierto Martes-Viernes (Hasta 8/17)

gilroyswim.com



Program Philosophy

At Swan Aquatics, our philosophy is built on three pillars — **safety, operational excellence, and community connection**. We combine decades of aquatics management experience with integrated systems that streamline scheduling, HR compliance, payroll, and staff performance tracking to ensure each facility operates efficiently and transparently. Safety is our foundation, reinforced through rigorous training, ongoing audits, and alignment with American Red Cross standards. In partnership with the City of Gilroy, we're dedicated to creating vibrant, inclusive aquatic spaces where residents of all ages can learn, grow, and connect through the water. Our approach blends precision with purpose — ensuring every program, from swim lessons to lifeguard certification, reflects the values, energy, and goals of the Gilroy community.

Programs, Services, and Schedule

Swan Aquatics brings a structured, data-informed approach to managing the Christopher High School Aquatics Center. This summer plan integrates community attendance trends, operational data, and feedback from past seasons to deliver safe, engaging, and equitable programming for all users. The following section provides a detailed overview of proposed operations, program design, staffing, and pricing strategies to ensure both financial sustainability and outstanding public service.

2026 Proposed Hours of Operations



Spring

Saturday, May 23 - Sunday, June 14, 2026

Mondays: Closed

Weekdays: 4:30 - 7:30 PM

Weekends: 12:00 - 5:00 PM

— Pool Closed June 8-12 for GUSD last week of school —

Summer

Tuesday, June 16 - Sunday, August 16, 2026

Mondays: Closed

Weekdays: 8:30 AM - 7:00 PM

Weekends: 8:30 AM - 5:00 PM

Fall

Saturday, August 22 - Sunday, September 6, 2026

Weekends: 12:00 - 5:00 PM

Programs, Services, and Schedule

Aquatics Programs

Lap Swimming/Recreation Swim/Adaptive and Family Swim:

We provide seasonal lap swimming, recreational swim, and adaptive/family swim, supporting healthy lifestyles and meeting public demand.

Lap Swim:

Lap swimming is available daily, six days a week, with shared lanes and circle swimming for two or more swimmers. At times there may be limited available lanes as the space is shared with swim lessons, fitness classes, swim teams and recreational swim. The competition pool requires a swim test for anyone wanting to swim under the age of 13, except in specific programming.

Recreational Swim:

Fun and enjoyable time with the 2 large water slides and play structure open and operating. A time to play, with music playing and both Activity and Competition pool available. All slides have height restrictions and require a wristband to ride. The competition pool requires a swim test for anyone wanting to swim under the age of 13.

Adaptive and Family Swim:

During this time we have the activity pool and first lane of the competitive pool available for a low sensory time to enjoy and play. During this swim time there will be no music playing, the loud water features will be turned off, a quiet time to enjoy the water safely.

***Swan Aquatics is implementing special adaptive swim lessons training with staff** to bring to our swim lesson classes for those students with different types of disabilities from Intellectual and Developmental Disabilities, Congenital Disorders, Neurological System Disorders, Orthopedic Impairments as well as Sensory Impairments with the intention to encourage our lessons to be inclusive. If available, accommodations may be made where parents and caregivers will be able to participate in-water during swimming lessons if desired.

Private Swim Lessons:

Tailored one-on-one instruction designed to fit individual needs. Each session is 30 minutes, focused learning and minimal distractions. These lessons are sold individually to be flexible in scheduling needs and can be built to be adaptable.



My instructor Maddie was very knowledgeable and made it easier for me to understand the basic[s] of swimming.

-Christopher High School Aquatics Center Private Swim Lesson patron, 9/2025



Programs, Services, and Schedule

Lessons by Age, Range of Skills, and Abilities



Group Swim Lessons:

We offer 30-minute, 8-lesson group sessions (4 days per week for 2 weeks) and 4-lesson sessions (2 days per week for 2 weeks over weekends).

Swan Aquatics follows the American Red Cross standards for group swim lessons beginning at the age of six months through adult in a learn to swim program. However, we are also offering more flexible scheduling options through private lessons to accommodate families with varied availability.

***Swan Aquatics is implementing special adaptive swim lessons training with staff** to bring to our swim lesson classes for those students with different types of disabilities from Intellectual and Developmental Disabilities, Congenital Disorders, Neurological System Disorders, Orthopedic Impairments as well as Sensory Impairments with the intention to encourage our lessons to be inclusive. If available, accommodations may be made where parents and caregivers will be able to participate in-water during swimming lessons if desired.

“

[I loved] How they broke it down for you and worked with you at your level of skill.

-Christopher High School Aquatics Center patron, 9/2025

”

Programs, Services, and Schedule

Lessons by Age, Range of Skills, and Abilities

Parent and Tot Swim Lessons

6 months to 3 years of age, Maximum of 10 Families per Lesson.

The purpose of this course is to familiarize children with the water and teach swimming readiness skills. This course also teaches parents safety information and techniques parents can use to help orient children to the water. One parent or guardian per child is required in the water during this course.

Goals for this Group Lesson:

- Water Adjustment, Exiting/Entering the Water
- Breath Control
- Retrieving Water Toys
- Child Passes
- Kicking
- Monkey Crawls/Crab Walks
- Assisted Front/Back Floats and Glide
- Rolling from front to back, back to front
- Assisted Ice Cream Scoops
- Optional Underwater Exploration
- Water Safety

Preschool Level 1 Swim Lessons

Ages 3 to 4, Maximum of 5 swimmers per lesson.

The purpose of this course is to begin teaching fundamental water safety and aquatic skills. The goal is to help children get comfortable in the water while learning basic water safety skills.

Goals for this Group Lesson:

- Safe Water Entry/Exit
- Blowing Bubbles
- Face In, Eyes Open or Closed
- Dunkaroo's - cue & goes under
- Retrieving Underwater Toys
- Assisted Front and Back Floats
- Kicking with Support
- Reach for the Wall
- Assisted Ice Cream Scoops
- Jumps & Recovery
- Front and Back Glide
- Supported Front Crawl
- Supported Back Crawl
- Supported and Unsupported Roll Front to Back
- Water Safety

“

[I loved] watching my kids learn how to swim.

-Christopher High School Aquatics Center patron, 9/2025

”

Programs, Services, and Schedule

Lessons by Age, Range of Skills, and Abilities

Preschool Level 2 Swim Lessons

Ages 3 to 4, Maximum of 5 children per lesson.

The purpose of this course is to further the development of water safety and aquatic skill progressions towards independent swim. Children beginning in the lesson should be very comfortable in the water and be able to ease their faces into the water.

Goals for this Group Lesson:

- Entry and Exit Safety
- Bobbing
- Open Eyes under Water
- Retrieve Objects at Steps
- Front Float 3 to 5 Seconds
- Front Glide to Recover
- Back Float 5 to 15 Seconds
- Back Glide to Recover
- Roll from Front to Back and Back to Front
- Combined Arm and Leg Action on Front and Back
- Finning Arms on Back
- Treading Water 5 to 15 Seconds
- Water Safety

Level 1 Beginner Swim Lessons

Ages 5 and Up, Maximum of 5 swimmers per lesson.

The purpose of this course is to teach children and young teenagers to be safe in, on, and around water and swim well. Aquatic and personal water safety skills are taught in logical progressions through the swim levels.

Goals for this Group Lesson:

- Enter and Exit Water Safely
- Breath Control - Bubble Blowing, Rhythmic Breathing (3 seconds)
- Working towards Independent Front and Back Crawl
- Bobbing 5 Times
- Open Eyes under Water and Retrieve Submerged Objects
- Front/Back Float and Recovery
- Back Float 5 seconds
- Roll from Front to Back and Back to Front
- Treading - below water surface, arm and hand actions
- Alternating and simultaneous leg and arm actions on back and front
- Jumping out and Recovering to the wall
- Water Safety



Programs, Services, and Schedule

Lessons by Age, Range of Skills, and Abilities

Level 2 Advanced Beginner Swim Lessons

Ages 5 and Up, Maximum of 5 swimmers per lesson.

The purpose of this course is to teach children and young teens to be safe in, on, and around water and swim well. Aquatic and personal water safety skills are taught in logical progressions through the levels. Children beginning in this lesson should be very comfortable in the water, able to ease their face into the water and be comfortable with a supported back and front float.

Goals for this Group Lesson:

- Safe Entry and Exit
- Fully Submerged and hold breath
- Bobbing 5 to 10 times
- Open eyes underwater and retrieval of objects
- Rotary breathing
- Front Float/Front Glide to Recover
- Back Float/Back Glide to Recover
- Roll from Front to Back
- Tread Water 15 seconds to 1 minute
- Change direction of travel while swimming on front or back
- Combined arm and leg actions on front and back
- Finning arm action on back
- Water Safety

Level 3 Intermediate Swim Lessons

Ages 5 and Up | Maximum of 5 swimmers per lesson.

The purpose of this course is to teach children and teens to be safe in, on, and around water. Aquatic and personal water safety swimming skills are taught in logical progressions through the swim levels. Children beginning in this lesson should be independently swimming at least half way across the pool, be able to fully submerge, are comfortable in deeper water, and be able to perform the front and back crawl.

Goals for this Group Lesson:

- Jump into deep water from the side, submerge, return to the surface then to the side
- Headfirst entry from the side in a seated and kneeling position
- Bobbing while moving to safety
- Rotary breathing
- Survival float for 30 seconds
- Back float 1 minute
- Tread water 1 minute
- Change from vertical to horizontal position on front and back
- Push off streamlined position on front, then begin kicking
- 9 ft. depth - Jump In and recover to wall
- 9 ft. depth - Deep sitting and kneeling dives (protects head)
- Bobbing
- Front/Back float and recover
- Front/Back crawl 15 to 25 yards
- Elementary Backstroke 15 yards
- Flutter, scissors, breaststroke and dolphin kicks
- Introduction to side stroke
- Water Safety

“

The swim teacher was great with the kids!

*-Christopher High School Aquatics
Center patron, 9/2025*

”

Programs, Services, and Schedule

Lessons by Age, Range of Skills, and Abilities

Level 4 Advanced Swim Lessons

Ages 5 and Up, Maximum of 5 swimmers per lesson.

The purpose of this course is to teach children and teenagers how to be safe in, on and around water and to swim well. Aquatic and personal water safety skills are taught in logical progressions through the swim levels. Swimmers in this level should be swimming across the pool independently and working on improving their stroke development and endurance.

Goals for this Group Lesson:

- Headfirst entry - compact and stride positions
- Feet first surface dives
- Swim underwater
- Tread water, using 2 different kicks
- Survival swimming for 1 minute
- Continuous swimming 25 yards+ for all primary strokes
- Elementary backstroke 25 yards+
- Sidestroke 15 yards+
- Push off wall streamlined on front and back, 15 yards
- Open turns on the front and back
- Flutter and dolphin kicks on board
- Water Safety

Adult Swim Lessons | Adult Learn-to-Swim

Ages 18 and Up, Maximum of 5 swimmers per lesson.

The purpose of this course is to introduce and teach adults to be safe in, on, and around water. The primary focus is on comfortability and remaining calm. We then progress into proper floating, kicking, and further, into stroke mechanics and technique. We will make exceptions for teenagers to join this group.

Goals for this Group Lesson:

- Comfortability
- Breath Control
- Front/Back Floats
- Flutter Kicking
- Front/Back Glides
- Introduction to Front/Back Crawl
- Introduction to Rotary Breathing
- Introduction to Sidestroke and Elementary Backstroke
- Introduction to Treading Water

“

[I loved how] ... amazing the swim coaches are at actually working with and teaching the kids.

*-Christopher High School Aquatics Center patron,
10/2025*

”

Programs, Services, and Schedule

Aquatics Programs: Youth Programs and Aqua Fitness



Junior Guard and Swim Day Camps:

Ages 11 - 14

Junior Lifeguarding is designed to guide youth to the world of aquatics and safety through an introductory lifeguarding course by building a foundation of knowledge, attitudes and skills for future lifeguards.

Additional swim camps are summer day camps that provide a safe and fun environment. Where kids will learn water safety, get a chance to practice their swimming skills under the direct supervision of our camp leaders, and play games.



Aqua Fitness Classes:

Ages 13 and up

Aqua Fitness is a perfect way to stay healthy for those who enjoy the water. This program is designed to be low impact, improve joint stability, coordination, heart health, mental health, and overall strength. Participants will use water dumbbells and various flotation devices to help with coordination and exercise techniques. Examples include Aqua Cardio Classes, Aqua Zumba and SUP (Paddle board) Yoga.

Programs, Services, and Schedule

Aquatics Programs: Lifeguarding and Water Safety Instructor



Lifeguard Course:

Ages 15 and up

The primary purpose of the courses in the American Red Cross Lifeguarding program is to provide participants with the knowledge and skills needed to:

- Prevent, recognize, and respond to aquatic emergencies.
- Provide professional-level care for breathing and cardiac emergencies, injuries, and sudden illnesses until emergency medical services (EMS) professionals take over.

This program offers a choice of lifeguarding courses to meet the various training needs of a diverse audience.

Water Safety Instructor Course:

Ages 15 and up

The purpose of the American Red Cross Water Safety Instructor course is to train instructor candidates to teach courses and presentations in the American Red Cross Swimming and Water Safety program by developing their understanding of how to use the course materials, how to conduct training sessions, and how to evaluate participants' progress.

Programs, Services, and Schedule

Proposed Fee Schedule

Programming Rates

Group Lessons	\$125
Group Weekend Lessons	\$65
Private Lessons	\$55
Aqua Zumba	\$10
Jr. Lifeguard	\$260

Daily Rate

2 and Under	Free
Youth (3-17)	\$9
Adult (18-54)	\$10
Senior (55+)	\$7
Military	\$8

Monthly Gilroy Resident Rate

Individual	\$85
Senior	\$65
Family (Multiple options available)	\$100-120

Summer Passes Gilroy Residents

Individual	\$275
Family (Multiple options available)	\$300-375

Training and Certification Rates

Lifeguard Cert.	\$325
LGI Cert	\$375
WSI Cert.	\$375
First Aid/CPR/AED Cert.	\$90

Rental Rates

Party Area	\$400
------------	-------

*Admission up to 40 people is included in the reservation fee

Concessions

- Pre-Packaged Options
- \$1 - \$5 Items

Please note that our response to **Maintaining Comparable Fees & Approach to Increases** is on the following page.

Programs, Services, and Schedule

Scholarships for those Experiencing Economic Hardship

Swan Aquatics has provided Youth and Family Recreation Scholarships to residents who live within the boundary lines of Gilroy Unified School District and are limited to participate in fee-based recreation/pool programs due to economic constraints. Over the last 4 years, Swan Scholarships have assisted over 100 Gilroy families to bring water safety and aquatic equity into their summer plan. The online application process is simple with verification and allows for recipients to utilize their scholarship quickly to not miss out on programming.

Along with scholarships availability for our participants Swan Aquatics offers assistance for incoming staff to obtain the necessary certifications for Lifeguards and Water Safety Instructors. This assistance is offered in a variety of ways and is discussed privately with staff to keep any assistance requests confidential.

“

Thank you for the reasonable cost, because that 6 of us can come almost every day. This facility offers one of the best activities for all of us summer time!!

-Christopher High School Aquatics Center patron, 9/2025

”

Maintaining Comparable Fees and Approach to Increases

Swan Aquatics knows that swimming is more than a leisure activity; we create schedules and fees that reflect community demographics, seasonal demand, and facility capacity. When looking at programming and entry fees, industry trends and comparisons are taken into account. This includes research into local options for programs and pricing comparisons; taking part in local surveys; and researching neighboring communities to compare fees, programs, and wages.

We know that at times prices may need to increase due to many factors, including adjustments made in local and state wage requirements or certification costs. To reduce how these increases impact our patrons, Swan Aquatics takes a modest approach -- planning for smaller price adjustments spread over multiple seasons, rather than large single-year increases. In recent years, most of our program fee increases have remained below the national Consumer Price Index (CPI), reflecting our commitment to affordability and access.

Programs, Services, and Schedule

Proposed Total Operator Management Fee

Swan Aquatics proposes an annual management fee of **\$266,661.24**, reflecting a **3% increase** from the first 2025 submitted bid. This adjustment aligns with a modest, consistent year-over-year growth rate that supports staff development, certification requirements, updating along with replacement of facility amenities and safety equipment, this with rising operational costs while maintaining fiscal responsibility.

In addition to the management fee, Swan Aquatics proposes a **10% end-of-season profit share** to be returned to the City. Based on conservative projections, this structure is estimated to generate approximately **\$12,400 in revenue back to the City**, with the potential for a greater return as program participation and community engagement continue to grow.

Swan Aquatics is committed to **full financial transparency**, providing detailed monthly profit and loss (P&L) reporting inline to previous reports requested and provided to City of Gilroy staff and open communication throughout the season. This model ensures that the City benefits directly from increased participation and revenue while maintaining a stable, predictable operational framework for the Christopher High School Aquatics Center.

Programs, Services, and Schedule

Proposed Staffing Plan

To ensure a safe, structured, and enjoyable experience for all participants, our company has developed a comprehensive staffing plan that outlines the number of staff, position titles, and assigned hours for each program. Each position is strategically assigned based on the scope of services, participant-to-staff ratios, and the specific needs of the program.

Program: Group Swim Lessons (Ages 6 months–Adult)

- **Program Hours:** Tuesday–Friday, 8:30 – 11:00 AM and 5:00 - 7:30 PM
- **Staffing Plan:**
 - Swim Coordinator (1): 28 hours/week
 - Swim Instructors (4-5 positions): 28 hours/week each
 - Lifeguards (4-5 positions): 28 hours/week each

Program: Aqua Fitness (Ages 13 and up)

- **Program Hours:** T/W/F, 6:00-7:00PM; W/F, 10:00-11:00 AM; T/Th, 10:00-11:00AM; Sunday, 10:00-11:00 AM
- **Staffing Plan:**
 - Aqua Fitness Instructor (1): 8 hours/week
 - Lifeguard (2): 16 hours/week each

Program: Private Swim Lessons (Ages 6-Adult)

- **Program Hours:** Tuesday-Sunday, 12:00 - 4:00 PM
- **Staffing Plan:**
 - Swim Coordinator (1): 24 hours/week
 - Lifeguard (2): 28 hours/week each

Program: Lap Swim (Ages 12 and up)

- **Program Hours:** Tuesday-Friday, 8:30-11:30 AM and 12:00-7:00 PM; Sat/Sun, 8:30-11:30 AM and 12:00-5:00 PM
- **Staffing Plan:**
 - Lifeguard Coordinator (1): 56 hours/week
 - Lifeguard (3): 56 hours/week

Program: Jr. Lifeguard (Ages 11-14)

- **Program Hours:** Tuesday–Friday, 9:00 AM – 1:00 PM (2 week session)
- **Staffing Plan:**
 - Lifeguard Coordinator: 16 hours/week
 - Lifeguard (2 positions): 16 hours/week each

Program: Recreation Swim (All ages)

- **Program Hours:** Tuesday-Friday, 12:00-4:30 PM; Sat/Sun, 12:00-5:00 PM
- **Staffing Plan:**
 - Lifeguard Coordinator (1): 28 hours/week
 - Lifeguard (14): 28 hrs/week each

This staffing structure ensures adequate adult-to-youth ratios, consistent supervision, and quality programming throughout the day. Our team is trained in youth development, safety protocols, emergency response, and inclusive practices, all of which support a positive and enriching environment for participants.

Programs, Services, and Schedule

Human Resources

Our human resources (HR) team drives recruitment, onboarding, and professional development to maintain a skilled, motivated workforce. We ensure compliance with safety regulations, support career growth through mentorship, and offer competitive benefits and wellness programs that promote retention and satisfaction.



Key HR Services

Market Research: Track industry trends and community needs to guide staffing and growth.

Advertising & Outreach: Targeted campaigns to attract top talent and new partners.

Talent Acquisition & Recruitment: Use job boards, social media, and assessments to hire the most qualified professionals.

Staff Training: Provide onboarding, safety certifications, and leadership development to keep staff current and motivated.

Benefits: Comprehensive medical, dental, vision, and 401(k) plans for long-term stability and retention.

ADP Services: End-to-end payroll, HR, and compliance support through ADP.

Performance Management: Set goals, evaluate progress, and drive improvement.

Employee Relations: Strengthen workplace culture and resolve conflicts.

Health & Safety: Ensure compliance with safety standards and promote wellbeing.



Aquatic Center Operations - Bid Proposal Form - Financial Summary Page

ID #	Program / Service	Estimated Costs (\$)	Estimated User Fee Revenues (\$)	Net (Revenue - Cost) (\$)	Management Fee Requested (\$)	Estimated Net Profit/(Loss) to Operator (\$)
1	Swim Lessons	\$74,684.00	\$95,190.00	\$ 20,506.00		\$ 20,506.00
2	Public/Recreation Daily & Memberships	\$94,459.00	\$81,612.00	\$ (12,847.00)		\$ (12,847.00)
3	Other (Payroll)	\$83,735.00	\$0.00	\$ (83,735.00)		\$ (83,735.00)
4	Lifeguard & WSI Training (35% Staff)	\$4,500.00	\$6,000.00	\$ 1,500.00		\$ 1,500.00
5	LGI Training (30% Staff)	\$1,200.00	\$1,837.50	\$ 637.50		\$ 637.50
6	Other (Admin/HR/Office)	\$10,000.00		\$ (10,000.00)		\$ (10,000.00)
7	Other (Marketing/Advertising)	\$3,000.00		\$ (3,000.00)		\$ (3,000.00)
8	Safety/Rescue/Instructional Equipment	\$2,500.00		\$ (2,500.00)		\$ (2,500.00)
9	Other (Insurance)	\$67,000.00		\$ (67,000.00)		\$ (67,000.00)
10	Other (Uniforms)	\$5,000.00		\$ (5,000.00)		\$ (5,000.00)
11	Merchant Fees (Square/Stripe)	\$8,000.00		\$ (8,000.00)		\$ (8,000.00)
12	Technology	\$1,500.00		\$ (1,500.00)		\$ (1,500.00)
13	Taxes (12% of Payroll)	\$30,345.36		\$ (30,345.36)		\$ (30,345.36)
14	Other (Private Swim Lessons)		\$18,000.00	\$ 18,000.00		\$ 18,000.00
15	Junior Lifeguard Program		\$1,900.00	\$ 1,900.00		\$ 1,900.00
16	Swim Team / Clubs (Gilroy Gators)		\$5,400.00	\$ 5,400.00		\$ 5,400.00
17	Facility Rentals		\$9,656.00	\$ 9,656.00		\$ 9,656.00
18	Food/Concessions Operations	\$11,800.00	\$32,000.00	\$ 20,200.00		\$ 20,200.00
19	Other (Aqua Fitness)		\$1,500.00	\$ 1,500.00		\$ 1,500.00
20	Other (Scholarships)	\$1,500.00		\$ (1,500.00)		\$ (1,500.00)
TOTAL		\$ 399,223.36	\$ 253,095.50	\$ (146,127.86)	\$ 266,661.24	\$ 120,533.38

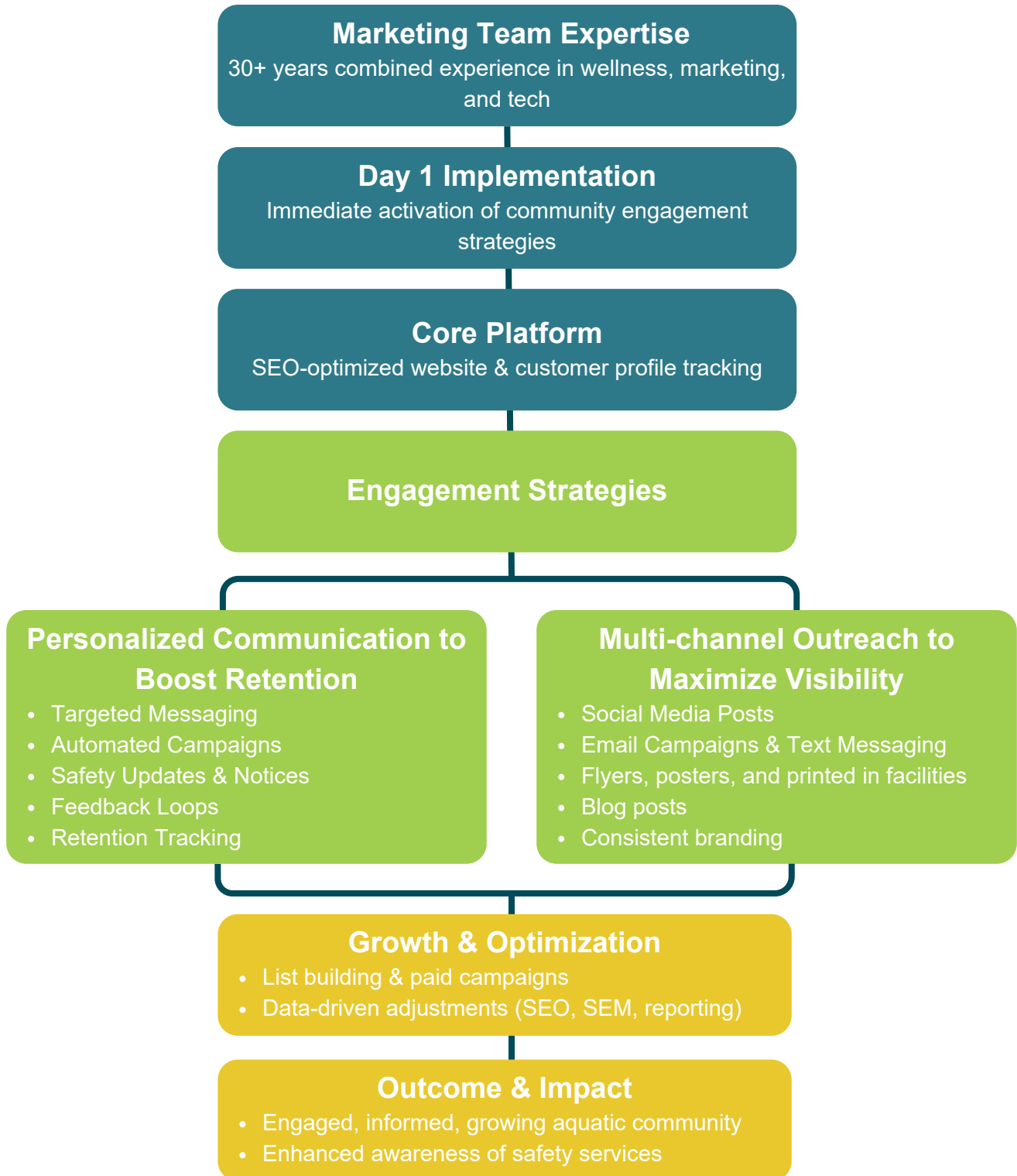
	Profit Share (10%)	\$12,053.34
	Total Management Fee	\$ 254,607.90

INSTRUCTIONS:

1. Complete all fields for each program or service where you are proposing to provide operations.
2. Enter your estimated costs, expected revenues, and requested management fee for each program.
3. The 'Net' column will auto-calculate (Revenues - Costs).
4. Totals are provided automatically at the bottom.
5. Add additional rows if needed for other programs/services.
6. Enter \$0 for any programs listed that your organization will not or cannot provide.
7. Submit the completed form as part of your bid proposal.

Programs, Services, and Schedule

Marketing Flow



Programs, Services, and Schedule

Marketing Team and Strategy

The Team ...

Chief Marketing Officer Karoline Neville-Hamilton combines 25 years of experience with a unique blend of technical and creative expertise. A yoga teacher since 2004, she's built custom web applications and marketing campaigns for clients and her own ventures since 2000.

Caitlin Elrod, Marketing Coordinator, pairs over a decade of yoga instruction with a background in social media marketing, bringing balance and creativity to every project.



...Turning Strategy Into Action

- **Proven expertise that delivers results:** Swan's marketing team brings over 30 years of combined experience in fitness and wellness, marketing, and web technology, ensuring professional campaigns that engage customers and grow participation.
- **Day 1 Marketing:** We start from day one with immediate implementation of strategies for robust community engagement before launch.
- **Co-branded SEO-optimized website platform:** Designed for efficient registration and customer profile-building, which allows us to cultivate customer interest and analyze participation and spending patterns across demographics.
- **Personalized communication that boosts retention:** Our Mailchimp-integrated technology platform allows us to match opportunities with customer interests, increasing satisfaction and encouraging repeat involvement.
- **Multi-channel outreach that maximizes visibility:** From social media, text, and email to flyers and posters, we reach customers where they are, keeping the community informed of programs, classes, and schedule updates — and driving stronger attendance.
- **List building and customer growth:** We expand reach through paid social media and Google Ads campaigns, alongside targeted lead-generation efforts, steadily growing the customer base and increasing community engagement.
- **Continuous Optimization:** Data-driven adjustments using Mailchimp reporting and purchasing results to refine campaigns and improve SEO and SEM results over time.

Programs, Services, and Schedule

Specialized and Past Experience

Islander

Aquatic Center



SWAN AQUATICS
water safety services

Situated in the heart of the Inland Empire, the Islander Aquatic Center serves as a vital summer destination for the **2.4 million residents of Riverside County**. This vibrant facility offers a wide range of activities, including swimming lessons, aqua play, concessions, a volleyball court, and open picnic areas, making it a central hub for recreation and community engagement.



Overview

With Swan Aquatics leading operations, the Islander Aquatic Center has become a cornerstone of community recreation in Riverside, offering safe, family-friendly aquatic activities and enhancing the overall visitor experience.

Highlights

2 Pools

Featuring a main swimming pool with diving board and an activity pool

Volleyball Court

Managed and maintained the facility's volleyball court, providing a fun and active space for patrons

Picnic Areas

Supervised the use of picnic areas to ensure a clean and enjoyable experience for families and visitors



Swan Aquatics Services

Facility Operations

Oversee all daily operations to ensure a smooth, safe, and enjoyable environment for all visitors

Concessions

Managed food and beverage services, providing a variety of healthy and convenient options for patrons

Program Management

Coordinated swim lessons, aquatic programs, and recreational activities to engage the community

Safety Training

Provided comprehensive safety and lifeguard training to ensure the highest standards of care and emergency preparedness

Programs, Services, and Schedule

Specialized and Past Experience

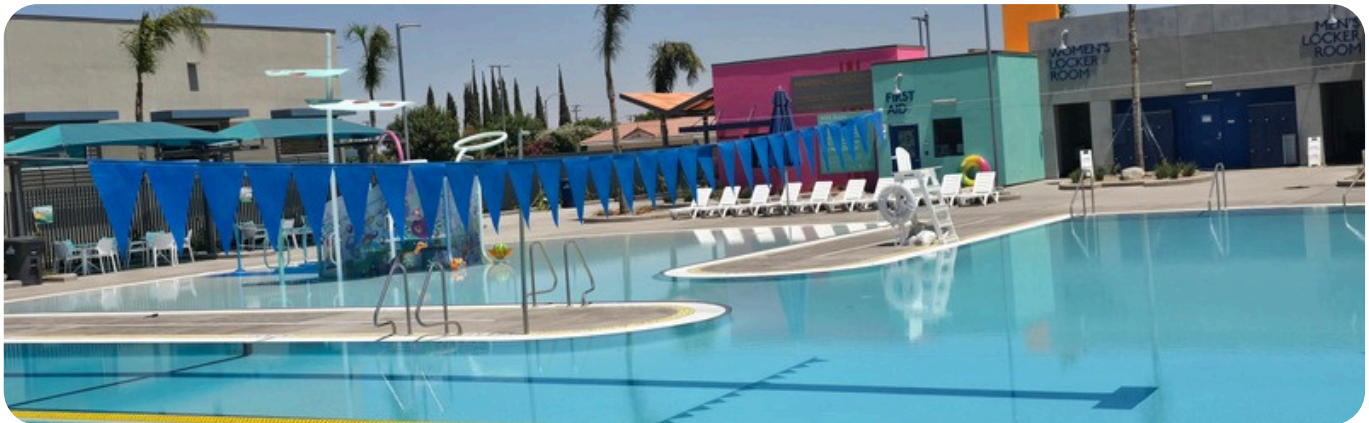
Delano

Aquatic Center



SWAN AQUATICS
water safety services

The Delano Aquatic Center, located in Delano, Kern County, serves as a vital recreational hub for both Delano's 52,046 residents and the greater Bakersfield area.



Overview

Swan Aquatics was awarded the Operations and Management contract in 2024, marking a highly successful inaugural season filled with community engagement and operational excellence.

Highlights

Lap pool

A four-lane pool, designed for training and community events

Size and Capacity

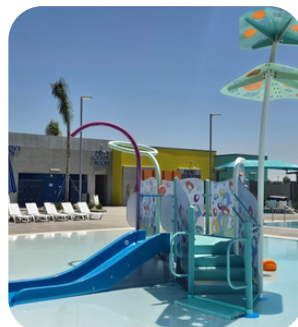
151,758 gallons and 6,324 square feet, accommodating swimmers of all ages and abilities

Aqua Play Structure

An interactive water play area to entertain and engage families

Zero Depth Entry Pool

Concessions



Swan Aquatics Services

Planning

Tailoring programs and schedules

Operational Development

Workflows and resource allocation

Facility Operations

Brand Development and Marketing

Safety Training Certifications

Retail

Swimwear, accessories, and essentials for a complete visitor experience

Scholarship Programs

Programs, Services, and Schedule

Specialized and Past Experience

Murrieta

Aquatic Center



SWAN AQUATICS
water safety services

The Vista Murrieta Aquatic Center, located in the City of Murrieta, serves as a vital recreational hub for the City's over 100,000 population.



Overview

Swan Aquatics was awarded the Operations and Management contract.

Highlights

Lap pool

- An 8-lane pool
- Designed for training and community events

Size and capacity

- over 500,00 gal
- 4.5 - 7 foot depth
- Accommodating swimmers of all ages and abilities



Swan Aquatics Services

Planning

Tailoring programs and schedules

Operational development

Workflows and resource allocation

Facility operations

Brand development and marketing

Safety training certifications

Retail

Swimwear, accessories, and essentials for a complete visitor experience.
Scholarship programs

Programs, Services, and Schedule

Specialized and Past Experience

Christopher High School Aquatic Center



SWAN AQUATICS
water safety services

Located just south of the **San Francisco Bay Area**, Gilroy is a rapidly growing city with a population of over 58,000. The Christopher High School Aquatic Center is the city’s only aquatic facility featuring waterslides, an aqua play structure, and two pools, making it a unique and vital resource for the community. We employ nearly **50 employees** and have around **2,000 participants** in our learn to swim programs at this facility.



Overview

In 2021, Swan Aquatics was awarded the contract for Operations and Management after the facility had been closed for several years due to the pandemic. Our team successfully revived the center, beginning with strategic planning and operational development to ensure a smooth and effective relaunch.

With Swan Aquatics at the helm, the Christopher High School Aquatic Center has become a key recreational destination in Gilroy, offering a safe and enjoyable aquatic experience for residents of all ages.

Highlights

Competition Pool: 14 lanes, 25 yards, 3.5-13 depth

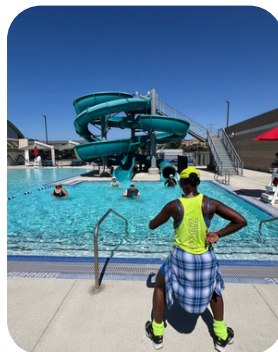
Activity Pool

Provided safe and enjoyable recreational opportunities.

Waterslides & Aqua Play Structure

Zero Depth Entry

Concession



Swan Aquatics Services

Strategic Planning

Developed a comprehensive plan to reopen and operate the aquatic center efficiently post-pandemic.

Operational Development

Facility Operations

Brand Development & Marketing

Safety Training

Programs, Services, and Schedule

The Swan Partnership Overview

Swan Operational Excellence

- Multi-state Operator
- 200+ employees
- 25+ years per senior manager
- Full Human Resources, partnered with ADP*Affiliates

Swan Community

- Learn-to-Swim
- LG/WSI Training
- Aqua Fitness
- Camps
- Special Events



SWAN AQUATICS
water safety services

Swan Technology & Marketing

- Presspoint
- Square
- Livechat
- WhenIWork
- Mailchimp
- Mailchimp
- Social Media
- Blogs
- Fresh Content
- E-Campaigns

Swan Safety

- Risk Management & Compliance
- Manuals
- SOP's
- Audits

Programs, Services, and Schedule

Our Clientele

At Swan Aquatics, we cater to a diverse range of clients across the aquatics industry, ensuring that each facility is managed by highly trained professionals. Our expertise spans multiple sectors, allowing us to provide tailored solutions for any type of aquatic facility. With a proven track record, we deliver peace of mind, knowing that your facility is in the hands of experts.

Who We Work With

Municipalities: Supporting public pool operations and community programming for cities and local governments.

Hotels, Resorts, and Casinos: Ensuring luxury aquatic experiences with top-tier safety and service standards.

Homeowners Associations (HOAs): Managing residential community pools with a focus on safety, maintenance, and resident satisfaction.

Schools: Providing swim programs, facility management, and lifeguard services for school pools.

Camps: Offering aquatic supervision, programming, and safety at summer camps and recreational camps.

Gyms and Health Clubs: Delivering expert facility management and swim programming for fitness centers and health clubs.

By partnering with us, you can trust that your aquatic facility will be operated to the highest standards of safety, efficiency, and excellence.



References, Key Staff, and Management

References



Islander Aquatic Center: Ebony Perkins, Parks & Recreation Manager | City of Riverside

✉ EPerkins@riversideca.gov ☎ (951) 485-2045 🌐 riversideca.gov

Ebony manages a variety of parks and recreational services and can provide insights into Swan Aquatics' operational excellence and service quality.



Delano Aquatic Center: Pedro Nunez, Public Works Director | City of Delano

✉ PNunez@cityofdelano.org ☎ (559) 361-3055 🌐 cityofdelano.org

Pedro administers Swan Aquatics' contract within the Public Works Department and can speak to the organization's reliability, responsiveness, and professionalism in fulfilling departmental objectives.



Murrieta Aquatic Center: Victor Patino, Parks & Recreation Supervisor | City of Murrieta

✉ VPatino@MurrietaCA.gov ☎ (951) 461-6117 🌐 murrietaca.gov

Victor evaluates community recreation needs and interests and can speak to Swan Aquatics' dedication to developing programs and improvements that meet those evolving needs.



Christopher High School Aquatic Center: Adam Henig, Recreation Manager | City of Gilroy

✉ Adam.Henig@ci.gilroy.ca.us ☎ [REDACTED] 🌐 cityofgilroy.org

Adam has overseen various recreational programs in Gilroy and can speak to Swan Aquatics' effectiveness and commitment to community engagement.

Key Staff



Current Swan Staff

Staff who will participate in this contract; responsibilities, qualifications, and certifications follow.

Direct and as-needed participation:

- Melissa Swanson-Musil, Founder & CEO
- Tara Colosimo, Director of Human Resources
- Kelly Hodgins, Human Resources Coordinator

Direct, ongoing participation:

- Stacy Burton, Director of Facility Operations
- Aaron Turnier, Aquatic Operations Manager
- Amanda Morrill, Facility Supervisor
- Shane Cardenas, Assistant Facility Supervisor



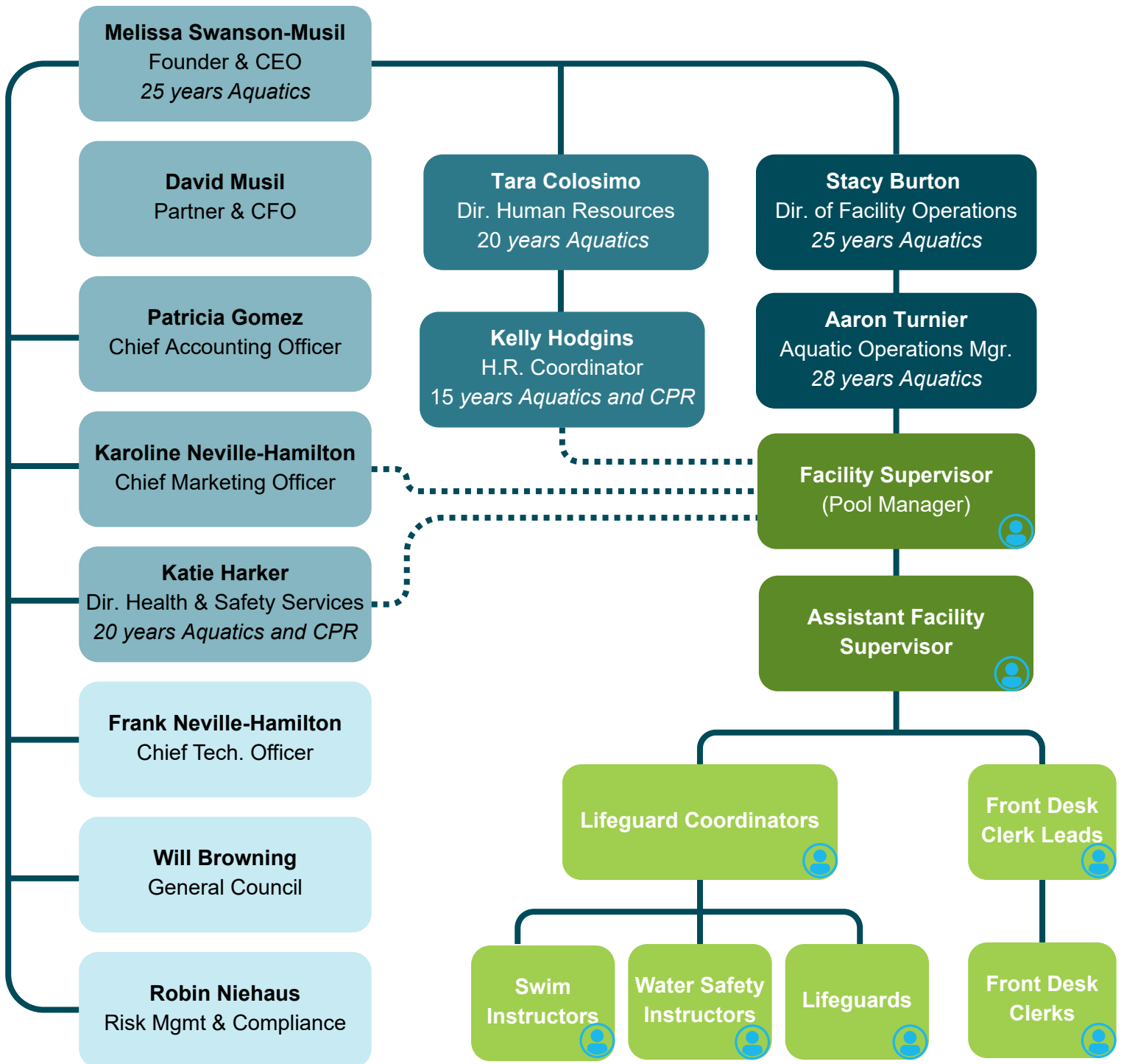
Staff to Return & Staff to be Hired

Staff who will return and be hired for this contract; qualifications & descriptions follow.

- Lifeguard Coordinators
- Lifeguards
- Water Safety Instructors
- Swim Instructors
- Front Desk Lead
- Front Desk Clerk

References, Key Staff, and Management

Organizational Chart



References, Key Staff, and Management

Key Staff

Stacy Burton, Facility Operations Director



Responsibilities:

- Overall site management and operations.
- Supervision of all staff.
- Budget oversight, reporting, and compliance.
- Risk management and emergency response coordination.

Qualifications:

Over 25 years of aquatic management experience.

Certifications:

- American Red Cross Lifeguard Training Instructor
- American Red Cross Water Safety Instructor Trainer
- American Red Cross Water Safety Instructor
- American Red Cross First Aid/CPR/AED Instructor

Aaron Turnier, Facility Operations Manager



Responsibilities:

- Assist with planning, implementing, and evaluating program activities (youth, teen, adult, special needs), budget creation, training and auditing oversight.
- Annual training schedule, creating certification courses and closing of courses.
- Ensure compliance with health, safety, and licensing standards.

Qualifications:

Bachelor's degree in Physical Education

28 years of experience working in aquatic programs or community services.

Certifications:

- American Red Cross Lifeguard Instructor/Instructor Trainer
- American Red Cross Water Safety Instructor/Instructor Trainer
- American Red Cross First Aid/CPR/AED Instructor/Instructor Trainer

References, Key Staff, and Management

Key Staff

Amanda Morrill, Facility Supervisor

**Responsibilities:**

- Supervise aquatic staff including lifeguards and instructors.
- Maintain pool safety protocols and equipment.
- Coordinate swim lessons and water programs.
- Conduct regular safety drills and inspections.

Qualifications:

Bachelor's degree in Education.

15 years of aquatic supervision experience.

Certifications:

- American Red Cross Lifeguard Instructor (LGI)
- American Red Cross First Aid/CPR/AED Instructor
- Mandated Reporter Training

Shane Cardenas, Assistant Facility Supervisor

**Responsibilities:**

- Assist with overseeing staff and program implementation
- Manage inventory of concessions and rescue equipment.
- Oversee staff schedules

Qualifications:

5 years of facility management experience.

Supervisory experience and established lifeguard instructor

Certifications:

- American Red Cross Lifeguard Instructor
- Lifeguard Management
- Mandated Reporter Training

References, Key Staff, and Management

Key Staff

Lifeguard Coordinator

**Responsibilities:**

- Oversees lifeguards on deck, assists with lifeguard scheduling, lifeguards when needed.
- Enforce pool rules and respond to emergencies.
- Maintain cleanliness and report hazards.

Qualifications:

- Must be 21 years old

Certifications:

- American Red Cross Lifeguarding
- CPR/AED for the Professional Rescuer
- First Aid
- Mandated Reporter Training

Swim Coordinator

**Responsibilities:**

- Monitors and evaluates swim instructors while teaching, assists with swim instructor scheduling, teaches lessons when needed.
- Enforce pool rules and respond to emergencies.
- Maintain cleanliness and report hazards.

Qualifications:

- Must be 21 years old

Certifications:

- American Red Cross Water Safety Instructor
- American Red Cross Lifeguarding (preferred)
- First Aid/CPR
- First Aid
- Mandated Reporter Training

Lifeguard

**Responsibilities:**

- Monitor swimmers to ensure safety.
- Enforce pool rules and respond to emergencies.
- Maintain cleanliness and report hazards.

Qualifications:

Must be 15+ years old, 16+ to dispatch slides.

Certifications:

- American Red Cross Lifeguarding
- CPR/AED for the Professional Rescuer
- First Aid
- Mandated Reporter Training

Swim Instructors

**Responsibilities:**

- Teach swim lessons to participants 6 months to Adult
- Parent communication
- Provide updated attendance records

Qualifications:

- 2+ years working in aquatics
- Previous lifeguard experience preferred.

Certifications:

- American Red Cross Water Safety Instructor
- American Red Cross First Aid/CPR
- Mandated Reporter Training

Front Desk Lead

**Responsibilities:**

- Customer Service
- Money handling and tracking of patron visits
- Answering phones providing program and/or facility information

Qualifications:

Must be 15+ years old.

Certifications:

- American Red Cross CPR/First Aid
- Mandated Reporter Training

Contract Performance

Current Contracts

Swan Aquatics approach to managing relationships with client entities centers on proactive communication, trust-building, and alignment with their community goals. The company focuses on understanding the client's priorities, organizational culture, and key success metrics so that our engagement delivers measurable value rather than transactional outcomes.



Delano Aquatic Center

260 W. 11th Avenue
Delano, CA 93215



Palm Springs Surf Club

1500 S Gene Autry Trail
Palm Springs, CA 92264



Vista Murrieta High School

28251 Clinton Keith Rd.
Murrieta, CA 92563



The Harker School

500 Saratoga Ave.
San Jose, CA 95129



Eastlake 1 HOA

2050 Lakeshore Dr.
Chula Vista, CA 91913



Idyllwild Pines Camp

52500 Temecula Rd #38
Idyllwild - Pine Cove, CA

Contracts Ended Within the Past 5 Years

Tuscany Association

Marcos Casas, General Manager
850 Olivia Parkway
Las Vegas, NV 89011
marcos.casas@fsresidential.com
702-845-9056

Cibola Vista Resort & Spa

Erick Molinero, Assistant Resort Manager
27501 North Lake Pleasant Rd
Peoria, AZ 85383
erick.molinero@bluegreenvacations.com
623.889.6799

City of Riverside

Ebony Perkins, Recreation Manager
6927 Magnolia Avenue
Riverside, CA 92506
EPerkins@riversideca.gov
951.826.2000

Public Communication and Registration

Communication Between Participants and Swan Aquatics

Swan Aquatics maintains **consistent, transparent communication** with participants through an integrated system of digital tools, on-site engagement, and responsive customer service. Our custom implementation of the Presspoint platform serves as the central communication hub — allowing participants to register for programs, receive automated confirmations and reminders, access real-time schedule updates, and manage account information from any device. Built-in messaging capabilities enable both automated and direct communication via email or SMS, ensuring participants stay informed about schedules, policy updates, and upcoming events. In addition to digital communication, on-site **staff are trained to provide clear, courteous support**, reinforcing consistency between online information and in-person service.

“

Overall atmosphere was really positive, enjoyed the staff!

*-Christopher High School Aquatics Center patron,
9/2025*

”

We also maintain open channels for two-way communication, encouraging feedback through post-program surveys, direct contact forms, and social media engagement. Facility staff and managers monitor all incoming messages daily to ensure timely responses to participant inquiries and concerns. This approach allows us to **identify trends, address issues promptly, and continuously improve service quality**. Whether it's a parent confirming a swim lesson schedule or a community member asking about accessibility accommodations, our goal is to provide clear, reliable information — **fostering confidence, satisfaction, and long-term community trust**.

Policies and Procedures: Registrations, Refunds, and Customer Complaints

Refund Policy:

There are no refunds once the course has been registered for and payment has been received. This policy includes: students who do not pass the prerequisites or do not attend all classes for the entire duration of class, do not pass Red Cross required skills with proficiency or do not pass the written final with a minimum score of 80 percent.

Class Transfer:

Students can opt to transfer classes to another date. Class transfers are allowed a total of one time and transfer requests must be submitted via email at least 48 hours prior to the start date of the original class start date.

Public Communication and Registration

Cancelled Class:

Swan Aquatics, may need to cancel any classes at any time. If a class is cancelled, an appropriate refund will be given OR students will be given the option to transfer classes to another date with no additional fees.

48-Hour New Student Enrollment For Lifeguard Courses:

No new students are allowed to enroll into a course within 48 hours of a course start date. There are no exceptions to this rule and the online coursework. must be completed prior to the first in-class session.

Inclement Weather Policy:

Swim lessons will be canceled in the event there is an inclement weather warning. An inclement weather warning is defined as:

- Lightning is observed or thunder is heard by any Aquatics staff member.
- It is raining so much that the bottom of the pool cannot be seen
- Be aware we will open if it rains, but if it is severe rain that we cannot see the bottom of the pool then the pool will be temporarily closed until the bottom can be seen.
- It is Swan Aquatics' policy that all patrons must clear the pool and deck for any of these warnings. The weather will be observed for 30 minutes before further action is taken. If after 30 minutes, the weather has cleared, staff will resume operations and patrons will be allowed back into the pools. If the weather does not clear, Management will determine if the pool will be closed for the remainder of the day.
- Swim lessons will resume once the aquatics staff gives the OKAY. Every effort will be made to contact parents if it is suspected that your swim lesson will be canceled for the day.

Public Communication and Registration

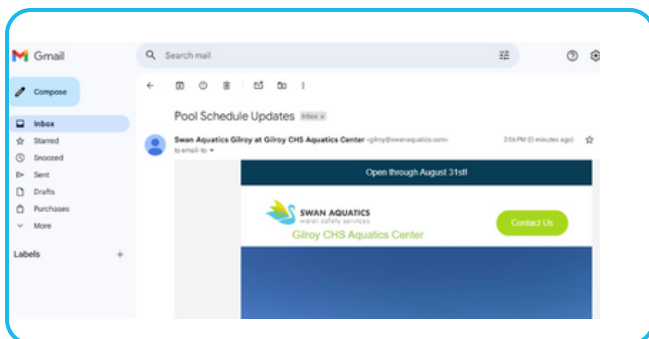
Customer Satisfaction and Continuous Improvement

Swan Aquatics measures and maintains customer satisfaction through a combination of **season-end surveys, direct communication, and responsive service adjustments**. Each summer, participants receive an end-of-season survey distributed through our Presspoint system to evaluate program quality, instructor performance, scheduling, and overall experience. In addition to formal feedback, we welcome participant input year-round through **contact forms, emails, phone calls, and in-person conversations** with on-site staff. This ensures that both structured and ad hoc feedback are captured consistently and addressed promptly.



In Person Communication

We treat participant feedback as a vital tool for improvement. Responses are reviewed by our management team to identify trends, guide staff training, and inform programming adjustments for the following season. When patterns emerge, we act quickly — refining schedules, enhancing instruction, and communicating changes to our community. This continuous feedback loop helps us maintain high satisfaction and trust, ensuring every participant feels heard and valued while we continue to elevate the quality of Gilroy’s aquatic programs.



Email Communication



Web Form Communication

Crisis Media Management Plan: A Brief Overview

- All media inquiries will be directed to Swan Aquatics management team.
- Team members are not permitted to make media statements.
- Swan Aquatics will work directly with City staff on any crisis communications.

Quality Assurance, Risk Management, and Insurance

Swan Aquatics' Comprehensive Safety, Risk Management, and Quality Assurance Program

At Swan Aquatics, safety is at the core of everything we do. Unlike typical management companies, we specialize in aquatic operations, making risk management our top priority. With years of hands-on experience, we understand the unique safety challenges of running aquatic facilities and have built a comprehensive, multi-layered approach to mitigate these risks.

Multi-Layered Approach to Risk Management:

1. Training:

- Pre-Service Training and Orientation: Preparing new hires with the basics of facility operations and safety.
- In-Service Training: Regular training sessions that keep lifeguards up to date on the latest safety protocols and rescue techniques.
- Annual aquatic attraction training for slide dispatch and emergency preparedness reviewed and approved by CalOSHA.
- Accident Prevention Training: Focused on identifying and preventing potential hazards before they occur.

2. Audits:

To ensure that safety standards are consistently met, Swan Aquatics partners with a third-party risk management and auditing service, such as the American Red Cross or an equivalent accredited agency. These audits are conducted unannounced and videotaped to maximize learning and continuous improvement. In addition to third-party evaluations, Swan Aquatics conducts regular internal audits led by our management team to assess staff performance, safety compliance, and adherence to operational protocols. This dual-audit approach allows us to maintain the highest level of accountability and preparedness across all facilities. Our audits assess several critical areas, including:

- Facility risk documentation and safety compliance
- Zones of Surveillance: Ensuring lifeguards are effectively monitoring their areas of responsibility
- Zone Testing (making sure zones are not too large)
- Rescue response times
- CPR and First Aid scenarios
- EAP implementation: e.g., lost child, fires, earthquakes.

(continued on next page)

Quality Assurance, Risk Management, and Insurance

Swan Aquatics' Comprehensive Safety, Risk Management, and Quality Assurance Program

(continued from previous page)

3. Insurance:

We carry multiple layers of insurance that not only meet but exceed the standard requirements for aquatic facilities.

- General Liability
- Worker's Compensation
- Auto Insurance o Employment Protection Liability
- Professional Liability
- Property Insurance
- Sexual Abuse and Molestation (SAM) coverage.

4. Policies and Procedures:

These protocols are designed to minimize potential risks, keep operations running smoothly, and maintain the highest level of safety.

- Standard Operating Procedures (SOPs)
 - Reviewed annually
- Cal-OSHA reviewed and approved daily aquatic attraction safety checklists
 - Three consecutive years of review and approved through CalOSHA at CHS Aquatic Center
- Facility opening and closing duties
- Reporting
 - Daily pool and slide inspections
 - First aid and AED protocols
 - Incident and accident reporting
 - Water Rescue Reports
 - Accidental Fecal Response reports
- Emergency Action Plans (EAPs)
 - Reviewed annually

(continued on next page)

Quality Assurance, Risk Management, and Insurance

Swan Aquatics' Comprehensive Safety, Risk Management, and Quality Assurance Program

(continued from previous page)

- This Emergency Action Plan is intended to address various hazards that may arise during normal working conditions, such as pool equipment and water quality failure, fecal accidents, water slide emergencies, pool accidents and medical emergencies, missing child/Amber Alert, chemical releases, fire, lightning or thunder, earthquake, bomb threat, power outage, flooding, and violence. Procedures to address each are noted in our lifeguard manual. Procedures for pool closure and evacuation are also included.
- Reviewed and updated annually
- Certification verification for lifeguards and staff. All certifications are stored within the pool office and tracked digitally.

5. Standards of Care:

Swan Aquatics has a strong understanding of the Standards of Care required to operate a public pool safely, efficiently, and in compliance with all relevant health and safety regulations. This includes knowledge of local and state public health codes, water quality management, facility maintenance, and patron safety procedures.

The company is familiar with proper chemical handling, testing water balance (pH, chlorine, alkalinity), and ensuring that filtration and circulation systems are functioning correctly to maintain safe water quality. We also understand the importance of documentation—keeping accurate logs of water tests, maintenance activities, and incident reports to demonstrate compliance and accountability.

In addition, Swan Aquatics prioritizes staff and patron safety by enforcing pool rules, maintaining clear signage, ensuring lifeguard certification and training standards are met, and performing regular facility inspections. We recognize that maintaining the Standards of Care is not just about compliance, but about providing a safe, clean, and enjoyable environment for all pool users.

Litigation:

Swan Aquatics, LLC has not been involved in any litigation or claims related to aquatic facility operations or programming within the past ten years.

Contact Information



SWAN AQUATICS
water safety services

📞 1-844- THE- SWAN

🌐 swanaquatics.com

✉️ info@swanaquatics.com

📍 California 📍 Washington, DC

📍 Nevada 📍 Arizona

📍 Florida



Aquatic Center Operations - Bid Proposal Form - Financial Summary Page

ID #	Program / Service	Estimated Costs (\$)	Estimated User Fee Revenues (\$)	Net (Revenue - Cost) (\$)	Management Fee Requested (\$)	Estimated Net Profit/ (Loss) to Operator (\$)
1	Swim Lessons	\$74,684.00	\$95,190.00	\$ 20,506.00		\$ 20,506.00
2	Public/Recreation Daily & Memberships	\$94,459.00	\$81,612.00	\$ (12,847.00)		\$ (12,847.00)
3	Other (Payroll)	\$83,735.00	\$0.00	\$ (83,735.00)		\$ (83,735.00)
4	Lifeguard & WSI Training (35% Staff)	\$4,500.00	\$6,000.00	\$ 1,500.00		\$ 1,500.00
5	LGI Training (30% Staff)	\$1,200.00	\$1,837.50	\$ 637.50		\$ 637.50
6	Other (Admin/HR/Office)	\$10,000.00		\$ (10,000.00)		\$ (10,000.00)
7	Other (Marketing/Advertising)	\$3,000.00		\$ (3,000.00)		\$ (3,000.00)
8	Safety/Rescue/Instructional Equipment	\$2,500.00		\$ (2,500.00)		\$ (2,500.00)
9	Other (Insurance)	\$67,000.00		\$ (67,000.00)		\$ (67,000.00)
10	Other (Uniforms)	\$5,000.00		\$ (5,000.00)		\$ (5,000.00)
11	Merchant Fees (Square/Stripe)	\$8,000.00		\$ (8,000.00)		\$ (8,000.00)
12	Technology	\$1,500.00		\$ (1,500.00)		\$ (1,500.00)
13	Taxes (12% of Payroll)	\$30,345.36		\$ (30,345.36)		\$ (30,345.36)
14	Other (Private Swim Lessons)		\$18,000.00	\$ 18,000.00		\$ 18,000.00
15	Junior Lifeguard Program		\$1,900.00	\$ 1,900.00		\$ 1,900.00
16	Swim Team / Clubs (Gilroy Gators)		\$5,400.00	\$ 5,400.00		\$ 5,400.00
17	Facility Rentals		\$9,656.00	\$ 9,656.00		\$ 9,656.00
18	Food/Concessions Operations	\$11,800.00	\$32,000.00	\$ 20,200.00		\$ 20,200.00
19	Other (Aqua Fitness)		\$1,500.00	\$ 1,500.00		\$ 1,500.00
20	Other (Scholarships)	\$1,500.00		\$ (1,500.00)		\$ (1,500.00)
TOTAL		\$ 399,223.36	\$ 253,095.50	\$ (146,127.86)	\$ 266,661.24	\$ 120,533.38

Profit Share (10%)	\$12,053.34
Total Management Fee	\$ 254,607.90

INSTRUCTIONS:

1. Complete all fields for each program or service where you are proposing to provide operations.
2. Enter your estimated costs, expected revenues, and requested management fee for each program.
3. The 'Net' column will auto-calculate (Revenues - Costs).
4. Totals are provided automatically at the bottom.
5. Add additional rows if needed for other programs/services.
6. Enter \$0 for any programs listed that your organization will not or cannot provide.
7. Submit the completed form as part of your bid proposal.

City of Gilroy

**Christopher High
School Aquatics
Center RFP**

26-RFP-AD-526



Attention: Carina Baksa
7351 Rosanna St.
Gilroy, CA 95020-6197

**Submitted by:
Team Sheeper, Inc.**

October, 2025

City of Gilroy
Attention: Carina Baksa
7351 Rosanna St.
Gilroy, CA 95020-6197

October 24, 2025

Dear Proposal Reviewers,

My name is Tim Sheeper, founder and CEO of Team Sheeper Inc., a professional aquatics operating company. While the company is 25 years old, I continually draw from my 42 years of aquatic experience in my daily professional decision making.

My first exposure to the Christopher High School Aquatic Center was back in 2018 when my wife and I watched our son's high school league water polo game from the pool bleachers. At the time, our whole family was impressed with the facility design, especially the activity pool adjacent to the competition pool. I remember wishing the partners that our company were contracting with had such attractive and playful amenities.

My interest in presenting this proposal to the City of Gilroy is to offer our company's aquatic professionalism to a community that is close to our home. Connecting community members through individual and family physical activity speaks to our company mission.

Aquatic activities were the bonding agent in my formative years, and are still a major focal point in my current family life. To me, aquatics and families are synonymous and our company is always striving to serve all ages, all abilities and all interests in the attempt to bring people and family members closer together.

I am proud of our company's loyal and highly committed team of year-round aquatic professionals that are already assembled and interested in the potential of delivering aquatic services to the community of Gilroy. Having administrative and operational scalability is what affords us the ability to reach out and assist in a region along the North-South transportation corridor from our home base. Also, having several of our executive team members residing in nearby Santa Cruz County, makes this proposal exciting for all of our contributors.

Our company's intention has always been to create and nurture long term, mutually beneficial relationships with our partners. We believe our relationships are built on trust, transparency and both sides doing the hard work. We hope to get the opportunity to build this relationship.

Respectfully,

Tim Sheeper

Tim Sheeper-Contact Person
650-504-1114
tim@teamsheeper.com

Table of Contents

Team Sheeper Inc. Qualifications -----	1
Summary of CEO's Aquatic Background and Organizational History-----	1
Founding of Team Sheeper as a Coaching Organization-----	1
Evolution of Team Sheeper into a Coaching and Community Aquatic Provider-----	1
Mission Statement-----	1
Current Core Services-----	2
Historical Programs (Not Currently Operating)-----	2
Aquatic Affiliations and Memberships-----	2
Program Understanding -----	3
Approach to Aquatics-----	3
Core Values-----	3
Program Philosophy-----	3
Program Goals-----	4
Safety Program Implementation and Training Documentation-----	4
Safety Program Training & Hiring Flow-----	4
Training Documentation-----	4
Additional Staff Training-----	5
Participants with Special Needs and/or Requiring ADA Accommodation-----	5
Handling Community Access and Outside Organization Rental Requests-----	6
Assistance Requested from the City-----	6
Programs, Services and Schedule -----	7
Christopher High School Aquatics Proposed Schedule-----	7
Spring Proposed Schedule-----	7
Spring Lap Pool Proposed Schedule-----	8
Spring Activity Pool Proposed Schedule-----	9
Summer Proposed Schedule-----	10
Summer Lap Pool Proposed Schedule-----	11
Summer Activity Pool Proposed Schedule-----	12
Fall Proposed Schedule-----	13
Fall Activity Pool Proposed Schedule-----	14
Fall Lap Pool Proposed Schedule-----	15
Service Offerings-----	16
Proposed Fee Schedule-----	17
Fee Increases-----	17
Scholarship Funding-----	18
Management Fee-----	18
Staffing Plan-----	18
Attachment A Financial Worksheet-----	20
References, Key Staff and Management -----	21
Key Staff & Management:-----	21
References-----	24
Proposed Staffing Ratios-----	24

Contract Performance -----	25
Public Communication and Registration -----	26
Overview and Philosophy-----	26
Communication Systems and Customer Support-----	26
Registration and Payment Systems-----	26
Policies and Procedures: Registration, Refunds, and Complaints-----	27
Customer Service Standards and Communication Practices-----	27
Training and Staff Support-----	27
Assessing and Maintaining Customer Satisfaction-----	28
Quality Assurance, Risk Management and Insurance -----	29
Tools and Processes Used for Quality Assessment-----	29
Risk Management and Response Procedures-----	29
Standards of Care for Operating a Public Pool-----	29
Standards for Protecting Employee Health-----	30
Emergency Preparedness Action Plan-----	30
Litigation-----	30
Insurance-----	30
Emergency Preparedness Action Plan Flow Chart-----	31

Team Sheeper Inc. Qualifications

Summary of CEO's Aquatic Background and Organizational History

- 1984-1986** Swim Team Coach/Lifeguard-YMCA-Long Beach, CA
Introduction to public safety and leadership of teams
- 1986-1991** Professional triathlon career-Worldwide
Goal setting, discipline, planning, budgeting, sponsor relationships
- 1991-1993** Aquatics Coordinator-Peninsula Covenant Community Center-Redwood City
Introduction to managing and delivering full spectrum of aquatic services

Founding of Team Sheeper as a Coaching Organization

- 1993-Present** Masters Swim Team and Triathlon Team Operator
Management of facility agreements, instructing, recruiting, communications, retention
- 2000-2003** Aquatics Director at Sacred Heart Preparatory School-Atherton
Management of facility operations, coaches, support staff, summer programs

Evolution of Team Sheeper into a Coaching and Community Aquatic Provider

- 2003-2006** Aquatics Operator City of Redwood City
Management of aquatic facility programming
- 2006-Present** Aquatics Operator City of Menlo Park
Total management of safety, programming, customer service and pool operations
- 2013-2014** Aquatics Operator St. Helena Unified School District
Start up management of new facility
- 2014-2015** Aquatics Operator City of San Jose
Management of 2 City owned facilities
- 2016** Aquatics Consultant Los Gatos Unified School District
Financial reporting related to the high school pools and rental agreements
- 2016-2017** Swim School Provider City of Palo Alto
Management and delivery of community swim lessons at 2 City facilities
- 2017** Aquatics Emergency Safety Provider San Ramon Valley Unified School District
Management of lifeguards during all school aquatic activities
- 2017-2018** Swim School Provider City of San Ramon
Management and delivery of community based swim lessons at 2 City facilities
- 2017-Present** Aquatics Operator City of Palo Alto
Total management of safety, programming and customer service

Mission Statement

Developing passionate leaders to deliver premium services for a full spectrum of aquatic activities for all ages of the population so that individuals and families can come together in a safe, nurturing environment to foster the building of enriching relationships for the end result of participants leading happier, healthier and stronger lives.



Current Core Services

Swim School: Comprehensive swim instruction for all ages, beginning at 6 months through to adults. Lessons are offered in both group and private formats to suit individual learning needs and goals.

Lap Swim: Open lane swimming available to the community throughout the day, offering convenient access for fitness, training, or leisure.

Community Open Swim: Designated times for recreational swimming that promote play, relaxation, family bonding, exercise, water comfort, and skill development in a welcoming environment.

Water Exercise Classes: Group fitness classes that use the natural resistance of water combined with movement patterns and music to support cardiovascular health, strength, and joint mobility.

Masters Swim Team: A structured swim program for adults aged 18 and older, open to all skill levels. Emphasis is placed on fitness, stroke technique, and community in a coached group setting.

Youth Summer Swim Team: An introduction to competitive swimming for youth, offering practice and team-based competition in a supportive, skill-building environment.

Youth Summer Swim Camps: Week-long programs providing immersive aquatic experiences, including swim instruction, recreational swim time, and team games.

Youth Pre-Competitive Development Group (Bridge Program): Designed as a transition between swim lessons and competitive swim team. Swimmers develop endurance and technique with guidance from deck-level coaching.

Senior Swim and Strength (Legends Program): A fitness program for adults aged 65+, focused on improving strength, balance, and overall conditioning through both land-based and aquatic exercises.

Adult Triathlon Team: A supportive training group for adult athletes of all levels, focused on swimming, biking, and running with structured guidance and group motivation.

Lifeguard Certification Courses: American Red Cross Lifeguard certification courses, providing participants with essential lifesaving skills and training for aquatic safety and emergency response.

Historical Programs (Not Currently Operating)

- Youth USA Swimming Team
- Youth USA Water Polo Team
- Adult USA Water Polo Team
- Adult Bootcamp
- Indoor Cycling
- Youth Tennis
- Youth Triathlon Team
- Adult Bicycling Tours

Aquatic Affiliations and Memberships

- Red Cross Lifeguard instructors (LGI)
- Red Cross Lifeguard Instructor Trainer (LGIT)
- Bay Area Public Pool Operator Association (BAPPOA)
- Certified Pool Operators (CPO)
- Aquatic Facility Operators (AFO)
- US Masters (USMS)
- USA Triathlon (USAT)
- West Bay Swim League (WBSL)



Program Understanding

Approach to Aquatics

Team Sheeper is a mission driven organization, where we align all our business decisions and operating models with our long standing company mission:

Developing passionate leaders to deliver premium services for a full spectrum of aquatic activities for all ages of the population so that individuals and families can come together in a safe, nurturing environment to foster the building of enriching relationships for the end result of participants leading happier, healthier and stronger lives.

Our core values are practiced everyday of our operations by our front line staff, managers and executive team with the desired effect of the facility patrons experiencing and actually feeling the positive and affirming culture.

Core Values

Safety: We base all our decisions on this uncompromising tenant. We will never waiver from what is best for the guests or our staff members.

Warrior Spirit: We work hard, are courageous and innovative, and we use our fighting spirit to be successful and move the business forward. We want to win at what we set out to do and we have the determination to follow through on a mission, vision or goal.

Servant's Heart: We have a passion for serving others, we treat everyone with respect, we put others first, and we offer proactive customer service.

Trust: Trust is established through realizing common goals, displaying respect and fulfilling our commitments every day without fail. We strive to earn our guests and staff members trust by providing reliable service, effective communication and providing transparency

Fun and Friendly: We maintain perspective, celebrate success and develop a passionate staff who enjoy working together and serving the community.

Program Philosophy

Serving as many people in the community by optimizing pool space by employing a SHARING model of aquatics programming. Sharing space is crucial when there are many different groups and populations that the facility is ultimately designed to serve. Creating true accessibility and treating each user group equally and with respect leads to facility harmony.

Community pools are shared community assets. Patrons come to pools to learn life saving skills, improve fitness, relax, have fun, cool off, spend time with friends and bond with family members. At times there are hundreds of people in a small shared space where safety supervision and shared ground rules are in place.



The community deserves a well thought out operating schedule that fits the specific community wants and needs. Community feedback is crucial to an aquatics operator and having an open communication channel that enables the operator and patrons to interact and align programming with the specifics of the user groups is crucial to a successful delivery of service.

Program Goals

1. Build a professional safety and program delivery team of local community members. Some of this team will be employed for the first time in their life and will learn how to navigate in a professional work environment.
2. Build a robust learn-to-swim program that is accessible, effective and affordable
3. Introduce an operational model that serves the entire community and welcomes people to the facility.
4. Build a customer service team that leads to informed, satisfied and content facility users.
5. Build an aquatic operation that the City of Gilroy and Christopher High School are proud to be associated with.
6. Create an offering that is wanted and appreciated by the community we serve.

Safety Program Implementation and Training Documentation

The backbone of every community pool is its dedicated safety staff, composed of Lifeguards, Lifeguard Managers, and Lifeguard Instructors/Trainers. Together, these individuals ensure that the facility operates safely, efficiently, and with a welcoming atmosphere for all guests. Their training, professionalism, and vigilance are fundamental to the overall success of the aquatic program.

Safety Program Training & Hiring Flow

The development of qualified safety staff begins with a structured and comprehensive recruitment and training process. Candidates apply for open positions and first complete a brief phone screening to confirm eligibility and interest. Qualified applicants then participate in an interview with a Hiring Manager to assess their communication skills, judgment, and fit for the role.

Following a successful interview, candidates enroll in a Lifeguard Certification Training Course conducted by a certified Lifeguard Instructor (LGI). Upon successful completion and certification, candidates move forward in the hiring process.

The hiring and onboarding process includes background and health safety checks, orientation, and shadow shifts to ensure readiness for active duty. New employees are also required to complete online harassment prevention training as part of their initial onboarding.

Once employed, staff participate in monthly in-service training sessions to reinforce skills and stay current with best practices, as well as weekly skills quick checks conducted by their manager to maintain operational readiness.

Training Documentation

All certification, training, and compliance records are tracked through multiple internal systems to ensure accountability and accuracy:

- **Lifeguard Red Cross Certifications** are monitored and updated by the Head of Safety through a centralized spreadsheet.



- **Harassment Prevention Training** completion is recorded and managed through the **Paylocity** payroll and HR system.
- **In-Service Training Attendance** is documented by the Lifeguard Manager and maintained in a dedicated spreadsheet.
- **Weekly Skills Quick-Checks** are tracked by the Lifeguard Manager to verify ongoing proficiency.

These systems provide consistent oversight, support renewal tracking, and ensure that all safety staff remain current with their required credentials.

Additional Staff Training

While the Red Cross certification process is specific to lifeguards, other aquatic and recreation staff follow a similar onboarding structure. Swim Instructors, Camp Counselors, Coaches, and Customer Service Staff participate in a process that includes interviews, orientation, online compliance training, and hands-on shadowing.

In particular, Swim Instructors undergo an extensive training and mentorship program designed to develop teaching consistency, lesson quality, and safety awareness. This approach ensures that all staff members uphold the same organizational standards for professionalism and safety.

Our managers are also trained as certified pool operators (CPO) in order to have an understanding of pool fluid dynamics, chemical interactions and safety surrounding the act of public water treatment. This knowledge is helpful during our multiple water chemistry checks throughout our daily operations. All certification dates and tracking are logged in our Paylocity software platform.

Participants with Special Needs and/or Requiring ADA Accommodation

Our facilities are committed to providing inclusive access for all community members, ensuring that individuals of all abilities can safely and comfortably enjoy the pool environment. Both Lap Swim and Community Open Swim operations are designed with accessibility in mind, incorporating strategies that support entry and egress for patrons who may require additional assistance.

Staff are trained to assist individuals who may need help with gates, doors, or pool access points. This includes proactive communication at the front desk and on the pool deck to ensure each guest is supported in a respectful and efficient manner. Clear pathways, properly maintained gate mechanisms, and accessible signage are maintained to facilitate ease of movement throughout the facility.

To support safe pool entry and exit, each site is equipped with ADA-compliant pool lift chairs. Our team conducts routine inspections and maintenance checks to verify that all lift chairs, batteries, and associated equipment- such as hydraulic or water-powered systems and hoses- are in proper working condition. Preventive maintenance schedules are followed to minimize downtime and ensure consistent availability of equipment for patrons who depend on these features.

All Lifeguard and Safety Staff receive hands-on training in the proper use of ADA lift chairs as part of their onboarding and ongoing professional development. This training includes guidance on safety protocols, customer communication, and the physical operation of lift systems. Lifeguards are responsible for assisting patrons in a supportive, professional, and dignified manner, ensuring that each individual can access and enjoy the pool independently or with minimal assistance as needed.



By integrating these accessibility procedures into daily operations, the facility reinforces its commitment to safety, inclusion, and community service, providing equitable access to aquatic programs for all participants.

Handling Community Access and Outside Organization Rental Requests

Individuals or organizations interested in renting the facility may contact Customer Service staff in person, by phone, email or our website to request a one-time or extended pool rental.

Each request is reviewed by the executive team (CEO/CFO) to ensure alignment with facility availability, safety standards, and community priorities. The requesting party is then contacted to provide additional details, including proof of liability insurance and any required certifications.

If the proposed rental fits within the established pool schedule, serves a public need, and meets all safety and compliance requirements, a rental agreement is drafted and signed by both the facility operator and the renter. The approved rental is then communicated and added to the public pool schedule.

The agreement between the operator and renter clearly outlines the daily expectations of both parties relating to time, space, parameters of service, and code of conduct.

Assistance Requested from the City

Our request is to be introduced to the stakeholders involved in this collaborative effort.

In the City we would like to be introduced to:

- a. The Director and City team associated with delivering service to the community
- b. City Council members

At the Christopher High School we would like to be introduced to:

- a. School Principal
- b. School Athletic Director
- c. Public Works Director

From the community, we would like to be introduced to:

- a. Pool program stakeholders



Programs, Services and Schedule

Christopher High School Aquatics Proposed Schedule

Closed every Monday

Closed on Friday June 12th – graduation

Closed weekdays August 17 through August 21 – first week of school

Spring Proposed Schedule

Dates: May 25 to June 12 (19 days)

Weekdays (14 days)

Hours: 4 pm - 7 pm

Activity Pool Programs: Open Swim, Lessons

Lap Pool Programs: Lap Swim, Open Swim, Lessons, Team Rentals

Saturdays - May 30, Jun 6 (2 days)

Hours: 9 am - 5 pm

Activity Pool Programs: Open Swim, Lessons

Lap Pool Programs: Lap Swim, Open Swim, Lessons

Sundays + Memorial day - May 25, May 31, June 7 (3 days)

Hours: 12 pm - 5 pm

Activity Pool Programs: Open Swim

Lap Pool Programs: Lap Swim, Open Swim



Spring Lap Pool Proposed Schedule

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY										
8:30 - 9 AM																	
9 - 10 AM						Laps (10)	Les (4)										
10 - 11 AM						Laps (10)	Les (4)										
11 AM - 12 PM						Laps (10)	Les (4)										
12 - 1 PM						Laps (8)	Rec (6)	Laps (8)	Rec (6)								
1 - 2 PM						Laps (8)	Rec (6)	Laps (8)	Rec (6)								
2 - 3 PM						Laps (8)	Rec (6)	Laps (8)	Rec (6)								
3 - 4 PM						Laps (8)	Rec (6)	Laps (8)	Rec (6)								
4 - 5 PM		Team Rentals (6)	Laps (4)	Les (2)	Rec (2)	Team Rentals (6)	Laps (4)	Les (2)	Rec (2)	Team Rentals (6)	Laps (4)	Les (2)	Rec (2)	Laps (8)	Rec (6)	Laps (8)	Rec (6)
5 - 6 PM		Team Rentals (6)	Laps (4)	Les (2)	Rec (2)	Team Rentals (6)	Laps (4)	Les (2)	Rec (2)	Team Rentals (6)	Laps (4)	Les (2)	Rec (2)				
6 - 7 PM		Team Rentals (6)	Laps (4)	Les (2)	Rec (2)	Team Rentals (6)	Laps (4)	Les (2)	Rec (2)	Team Rentals (6)	Laps (4)	Les (2)	Rec (2)				



Spring Activity Pool Proposed Schedule

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
8:30 - 9 AM							
9 - 10 AM						Lessons	
10 - 11 AM						Lessons	
11 AM - 12 PM						Lessons	
12 - 1 PM						Open	Open
1 - 2 PM						Open	Open
2 - 3 PM						Open	Open
3 - 4 PM						Open	Open
4 - 5 PM		Lessons Open	Lessons Open	Lessons Open	Lessons Open	Open	Open
5 - 6 PM		Lessons Open	Lessons Open	Lessons Open	Lessons Open		
6 - 7 PM		Lessons Open	Lessons Open	Lessons Open	Lessons Open		



Summer Proposed Schedule

Dates: June 13 to August 16 (9 weeks +1 day)

Weekdays

Hours: 8:30 am - 7 pm

Activity Pool Programs: Open Swim, Lessons, Camps

Lap Pool Programs: Lap Swim, Open Swim, Lessons, Team Rentals

Saturdays - Including Jul 4 and Aug 15 (10 days)

Hours: 9 am - 5 pm

Activity Pool Programs: Open Swim, Lessons

Lap Pool Programs: Lap Swim, Open Swim, Lessons

Sundays - Including Jun 14 and Aug 16 (10 days)

Hours: 11 am - 5 pm

Activity Pool Programs: Open Swim

Lap Pool Programs: Lap Swim, Open Swim



Summer Lap Pool Proposed Schedule

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
8:30 - 9 AM		Laps (10) Les (4)	Laps (10) Les (4)	Laps (10) Les (4)	Laps (10) Les (4)		
9 - 10 AM		Laps (10) Les (4)	Laps (10) Les (4)	Laps (10) Les (4)	Laps (10) Les (4)	Laps (10) Les (4)	
10 - 11 AM		Laps (10) Les (4)	Laps (10) Les (4)	Laps (10) Les (4)	Laps (10) Les (4)	Laps (10) Les (4)	
11 AM - 12 PM		Laps (10) Les (4)	Laps (10) Les (4)	Laps (10) Les (4)	Laps (10) Les (4)	Laps (10) Les (4)	Laps (8) Rec (6)
12 - 1 PM		Laps (8) Rec (6)	Laps (8) Rec (6)	Laps (8) Rec (6)	Laps (8) Rec (6)	Laps (8) Rec (6)	Laps (8) Rec (6)
1 - 2 PM		Laps (8) Rec (6)	Laps (8) Rec (6)	Laps (8) Rec (6)	Laps (8) Rec (6)	Laps (8) Rec (6)	Laps (8) Rec (6)
2 - 3 PM		Laps (8) Rec (6)	Laps (8) Rec (6)	Laps (8) Rec (6)	Laps (8) Rec (6)	Laps (8) Rec (6)	Laps (8) Rec (6)
3 - 4 PM		Team Rentals (6) Laps (4) Les (2) Rec (2)	Team Rentals (6) Laps (4) Les (2) Rec (2)	Team Rentals (6) Laps (4) Les (2) Rec (2)	Team Rentals (6) Laps (4) Les (2) Rec (2)	Laps (8) Rec (6)	Laps (8) Rec (6)
4 - 5 PM		Team Rentals (6) Laps (4) Les (2) Rec (2)	Team Rentals (6) Laps (4) Les (2) Rec (2)	Team Rentals (6) Laps (4) Les (2) Rec (2)	Team Rentals (6) Laps (4) Les (2) Rec (2)	Laps (8) Rec (6)	Laps (8) Rec (6)
5 - 6 PM		Team Rentals (6) Laps (4) Les (2) Rec (2)	Team Rentals (6) Laps (4) Les (2) Rec (2)	Team Rentals (6) Laps (4) Les (2) Rec (2)	Team Rentals (6) Laps (4) Les (2) Rec (2)		
6 - 7 PM		Team Rentals (6) Laps (4) Les (2) Rec (2)	Team Rentals (6) Laps (4) Les (2) Rec (2)	Team Rentals (6) Laps (4) Les (2) Rec (2)	Team Rentals (6) Laps (4) Les (2) Rec (2)		



Summer Activity Pool Proposed Schedule

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
8:30 - 9 AM		Lessons Camps	Lessons Camps	Lessons Camps	Lessons Camps		
9 - 10 AM		Lessons Camps	Lessons Camps	Lessons Camps	Lessons Camps	Lessons	
10 - 11 AM		Lessons Camps	Lessons Camps	Lessons Camps	Lessons Camps	Lessons	
11 AM - 12 PM		Lessons Camps	Lessons Camps	Lessons Camps	Lessons Camps	Lessons	Open
12 - 1 PM		Open	Open	Open	Open	Open	Open
1 - 2 PM		Open	Open	Open	Open	Open	Open
2 - 3 PM		Open	Open	Open	Open	Open	Open
3 - 4 PM		Lessons Open	Lessons Open	Lessons Open	Lessons Open	Open	Open
4 - 5 PM		Lessons Open	Lessons Open	Lessons Open	Lessons Open	Open	Open
5 - 6 PM		Lessons Open	Lessons Open	Lessons Open	Lessons Open		
6 - 7 PM		Lessons Open	Lessons Open	Lessons Open	Lessons Open		



Fall Proposed Schedule

Dates: August 22 to September 7 (19 days)

Weekdays (10 days)

Hours: 4 pm - 7 pm

Activity Pool Programs: Open Swim, Lessons

Lap Pool Programs: Lap Swim, Open Swim, Lessons, Team Rentals

Saturdays - Aug 22, Aug 29, Sep 5 (3 days)

Hours: 9 am - 5 pm

Activity Pool Programs: Open Swim, Lessons

Lap Pool Programs: Lap Swim, Open Swim, Lessons

Sundays + Labor Day - Aug 23, Aug 30, Sep 7 (3 days)

Hours: 12 pm - 5 pm

Activity Pool Programs: Open Swim

Lap Pool Programs: Lap Swim, Open Swim



Fall Activity Pool Proposed Schedule

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
8:30 - 9 AM		Lessons Camps	Lessons Camps	Lessons Camps	Lessons Camps		
9 - 10 AM		Lessons Camps	Lessons Camps	Lessons Camps	Lessons Camps	Lessons	
10 - 11 AM		Lessons Camps	Lessons Camps	Lessons Camps	Lessons Camps	Lessons	
11 AM - 12 PM		Lessons Camps	Lessons Camps	Lessons Camps	Lessons Camps	Lessons	Open
12 - 1 PM		Open	Open	Open	Open	Open	Open
1 - 2 PM		Open	Open	Open	Open	Open	Open
2 - 3 PM		Open	Open	Open	Open	Open	Open
3 - 4 PM		Lessons Open	Lessons Open	Lessons Open	Lessons Open	Open	Open
4 - 5 PM		Lessons Open	Lessons Open	Lessons Open	Lessons Open	Open	Open
5 - 6 PM		Lessons Open	Lessons Open	Lessons Open	Lessons Open		
6 - 7 PM		Lessons Open	Lessons Open	Lessons Open	Lessons Open		



Fall Lap Pool Proposed Schedule

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY										
8:30 - 9 AM																	
9 - 10 AM						Laps (10)	Les (4)										
10 - 11 AM						Laps (10)	Les (4)										
11 AM - 12 PM						Laps (10)	Les (4)										
12 - 1 PM						Laps (8)	Rec (6)	Laps (8)	Rec (6)								
1 - 2 PM						Laps (8)	Rec (6)	Laps (8)	Rec (6)								
2 - 3 PM						Laps (8)	Rec (6)	Laps (8)	Rec (6)								
3 - 4 PM						Laps (8)	Rec (6)	Laps (8)	Rec (6)								
4 - 5 PM		Team Rentals (6)	Laps (4)	Les (2)	Rec (2)	Team Rentals (6)	Laps (4)	Les (2)	Rec (2)	Team Rentals (6)	Laps (4)	Les (2)	Rec (2)	Laps (8)	Rec (6)	Laps (8)	Rec (6)
5 - 6 PM		Team Rentals (6)	Laps (4)	Les (2)	Rec (2)	Team Rentals (6)	Laps (4)	Les (2)	Rec (2)	Team Rentals (6)	Laps (4)	Les (2)	Rec (2)				
6 - 7 PM		Team Rentals (6)	Laps (4)	Les (2)	Rec (2)	Team Rentals (6)	Laps (4)	Les (2)	Rec (2)	Team Rentals (6)	Laps (4)	Les (2)	Rec (2)				



Service Offerings

Lap Swimming: Available for youth and adults who are able to continuously swim a length of the pool. This program provides a dedicated environment for fitness, training, and personal wellness. Swimmers can enjoy structured exercise, improve endurance, or simply take time to unwind through consistent lap swimming opportunities.

Open Swimming: A fun and welcoming environment for community members of all ages. Participants can enjoy recreational play and water activities in both the lap pool and activity pool. Open Swim is an ideal way for families and individuals to relax, cool off, and enjoy time together in the water.

Swim Lessons: A comprehensive program serving children and youth from 6 months to 18 years of age, as well as adults of all ability levels.

Youth Lessons: Designed for every stage of development—from parent-child classes to group and private lessons for ages 3 and up. Swimmers are placed in classes according to their skill level, ensuring safety, comfort, and steady progression. Instruction covers water safety, stroke development, endurance building, and confidence in the water.

Adult Lessons: Offered in both group and private formats for beginners through advanced swimmers. Lessons emphasize skill refinement, confidence building, and swimming for fitness or recreation.

Camps: Provide a balanced mix of skill development, fun, and recreation for children ages 7 to 12 years (as of the first day of camp) who have completed kindergarten. Camps run for nine weeks each summer, offered in one-week sessions. Every camper receives a daily 30-minute swim lesson with an experienced instructor, and participants are grouped by ability following an assessment on the first day. Beginner swimmers enjoy focused, hands-on lessons in small groups to promote rapid progress, while more advanced swimmers engage in workout-style sessions in a 25-yard format to refine strokes and build endurance. In addition to swim instruction, campers enjoy daily water activities, free swim, land games, crafts, and snack time—creating a well-rounded and engaging camp experience.

Summer Bridge Program: Designed for youth ages 5 to 12 to help swimmers transition from traditional swim lessons to more structured swimming as a sport or lifelong fitness activity. The program emphasizes endurance, technique, and team-based practice, helping swimmers build confidence and consistency in the water. Participants are prepared for advancement to either a USA Swimming club team or a non-competitive group program.

Team Lane Rentals: Pool lanes are available for rent by outside teams, clubs, and organizations seeking dedicated swim time. These rentals support local athletic and community groups by providing access to high-quality aquatic facilities for training and practice.

Party Rentals: The pool's party area is available for private group gatherings, celebrations, and community events. Rentals include access to designated spaces near the pool and can be paired with recreational swim time for a fun and memorable event experience.

Lifeguard, First Aid, and CPR Certification Courses: American Red Cross certification courses in Lifeguarding, First Aid, and CPR are offered and taught by certified instructors. These classes are provided at no cost for seasonal staff as part of the employee training and safety program, and when



space allows, are opened to the public for a fee. These certifications equip participants with valuable lifesaving skills and provide a pathway to employment in aquatics and recreation.

Proposed Fee Schedule

(Residents = R; Non Residents = NR)

Lap Swim:

- Adult drop in: \$9R/\$10NR
- Youth drop in: \$5R/\$6NR
- Senior drop in: \$7R/\$8NR
- Adult monthly pass: \$65R/\$72NR
- Youth monthly pass: \$36R/\$40NR
- Senior monthly pass: \$52R/\$58NR
- Full season lap swim pass: (May through Sept) - Adult: \$250R/\$275NR
- Full season lap swim pass: May through Sept - Senior: \$200R/\$220NR

Open Swim:

- Adult Drop in: \$9R/\$10NR
- Youth Drop in: \$5R/\$10NR
- Senior Drop in: \$7R/\$8NR
- Individual Full Season Pass: (May through Sept) - Youth: \$150R/\$165NR
- Family Full Season Pass: (May through Sept) - up to 5 family members in the same household: \$299R/\$329NR
- Family Monthly Pass: \$80R/\$88NR

Lessons:

- Youth Group Lessons - week of lessons, (4 x ½ hr lessons) \$120R/\$132NR per week
- Adult Group Lessons - week of lessons, (4 x 45 minute lessons) \$180R/\$198NR per week
- Youth and Adult Lessons - \$60R/\$66NR per lesson
- Full Season Youth Bridge Program - \$399R/\$439NR
- BBAF Scholarship Youth Group Swim Lesson-\$5R/\$5NR
- Scholarship swim lessons are provided in collaboration with our long time partner Beyond Barriers Athletic Foundation (BBAF). Families qualify based on annual household income.

Camps:

- Regular camp, 1 week, 8:30 am to 2pm - \$450R/\$495NR
- Extended care to 5pm, 1 week, or daily rate will be available - \$300R/\$330NR

Lane Rentals:

- \$16.50 per lane, per hour

Party Rentals:

- \$200R/\$220NR per rental for 2.5 hours

Fee Increases

Fees would not be increased once set, within the season. Generally, if there is another year added to the contract, then we would use a 3% to 5% increase to allow for increased costs. This would be compared to other programs in the area to ensure comparative fees are being used.

Team Sheeper's approach is to keep fees as reasonable as possible for customers so they can afford to come and have fun in the pool, learn to swim and enjoy the community resource. While aquatics operations are expensive, we strive to keep the cost down for community members.



Team Sheeper always conducts a fee comparison study of various other aquatic programs in the immediate area and region in order to set competitive fees.

Scholarship Funding

Team Sheeper is proud to have a close partnership with a 501(c)3 organization whose mission is to promote healthy lifestyles, improve personal safety, and add structure for lifelong achievement by providing scholarships for aquatic programs to underserved youth. With this partnership, those that complete an application for sponsorship and are approved will pay only \$5 per swim lesson and the organization will pay the remainder of the lesson cost. The organization has been an integral part of Team Sheeper's mission to provide swim lessons to all youth.

Management Fee

Team Sheeper is requesting a \$350,000 management fee. This amount is necessary to cover the extremely high cost of insurance and staffing for a community pool in order to keep fees low for the patrons. If the contract is renewed for another year, Team Sheeper would request a 4% increase in the fee to help cover cost increases. Insurance is the most costly item that needs to be covered, along with the fact that the operation is only seasonal and yet there are year round costs that have to be incurred in order to support the facility.

Staffing Plan

Team Sheeper CEO: Will oversee the full operation, staffing plans, service plans and management staff in order to provide a full service, seamless and enjoyable experience for all customers

Team Sheeper CFO and HRO: Will oversee full finance and human resources of the operation including all hiring, training and onboarding of staff as well as the collection of revenues, payment of staff and expenses and other human resource functions.

Team Sheeper Head of Safety: This is a year round position that oversees safety at all locations. She makes sure that all safety policies and procedures are in place to conform to the American Red Cross specifications, sets up training programs and supervises all General Managers company wide. Full responsibility for all safety on site.

General Manager: General Manager will be responsible for overseeing the full operations of the facility.

Manager on Duty (MOD): MOD's are responsible for the operation of the facility when the General Manager is not on duty. There will likely be 4 MOD's available to cover shifts, depending on the hours that they are available. There will ALWAYS be a manager on site during all operational hours.

Lifeguards:

- Lifeguards will be on duty at all times overseeing safety of all programs during operations, in strict adherence to the American Red Cross standards.
- Lap pool - depending on what services are being offered in the lap pool, and number of patrons, there will be 1 to 3 lifeguards on the pool deck, plus 1 guard in rotation. (open swim, lap swim, rentals, lessons. The number of guards on deck will depend on the number of programs and patrons in the pool at any one time.



- Activity pool - during lessons and camps, no slide use, there will be only lessons in the activity pool, and in addition to swim instructors and swim lesson lead on deck, there will be a lifeguard overseeing the lessons
- Activity pool - during full open swim, there will be up to 4 lifeguards on the pool deck, plus 1 lifeguard in rotation
- Full staff of lifeguards will likely be a pool of about 35 lifeguards depending on staff availability for shifts
- All lifeguards will be fully trained and certified before operations begin and will attend a monthly in service training

Customer Service:

- 1 customer service staff on site during open operations to check in customers for programs.
- Company customer service manager supports hiring and training of customer service staff for all of our locations and will serve as the manager for this location as well
- Also off-site customer service by 2 Company managers that provide company wide customer service to assist in signing up new customers for programs, answering emails and phone message questions, assisting in billing and registration processes.
- 1 Company manager off site will set up the complete registration database using Perfect Mind Xplor software for full registration capabilities on site and off site. Includes pin pad sign ins for monthly pass users and lessons
- There will likely be a staff of about 10 customer service representatives depending on shifts that each can work.
- Customer service staff will be fully trained before operations begin and will attend a monthly customer service training and meeting

Swim Lessons:

- Overseen ultimately by the GM or MOD
- Swim instructors for group lessons, 1 for every 3-4 children, except for water babies, when there is 1 instructor for every 8 water baby and their parent/guardian
- There is always at least one Swim Deck Lead present during swim lessons to help ensure a safe, organized, and positive experience for both swimmers and their families. Deck Leads are responsible for checking children into the correct classes, answering parent questions, and being a reliable point of contact on deck. They also play a key role in maintaining safety by monitoring activity around the pool area and supporting instructors by helping keep swimmers focused and engaged during lessons. Additionally, Deck Leads provide valuable feedback to instructors and help communicate any important information to parents or supervisors, contributing to the overall success of the program.

Camps:

- Overseen ultimately by the GM or MOD
- 1 counselor for every 8 campers
- 1 counselor for every 6 junior campers
- Swim lessons during camps will have 1 instructor for every 3 campers
- Lifeguards on deck as indicated above for open swim or lessons

Marketing:

- One full time year round Team Sheeper employee already in place who is in charge of marketing communications for the whole company will provide marketing support and promotion to get the



word out in the area about programming as well as post jobs and job descriptions for recruiting efforts.

Attachment A Financial Worksheet

ID#	Program/Service	Estimated Costs *	Estimated User Fee Revenues	Net (Revenue - Cost)	Management Fee Requested	Estimated Net Profit/(Loss) to Operator
1	Swim Lessons & Summer Bridge Program	\$ 28,865	\$ 61,560	\$ 32,695	\$ -	\$ 32,695
2	Public Open Swim and Lap Swim	\$ 96,277	\$ 77,870	\$ (18,407)		\$ (18,407)
3	Lifeguard Training	\$ 8,226	\$ -	\$ (8,226)		\$ (8,226)
4	Swim Team, club rentals	\$ 214	\$ 7,128	\$ 6,914		\$ 6,914
5	Party Rentals	\$ 300	\$ 10,000	\$ 9,700		\$ 9,700
6	Camps	\$ 17,325	\$ 36,000	\$ 18,675		\$ 18,675
7	Management and Support Overhead **	\$ 366,656	\$ -	\$ (366,656)	\$ 350,000	\$ (16,656)
8	Food Concessions	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ 517,863	\$ 192,558	\$ (325,305)	\$ 350,000	\$ 24,695

* Estimated costs are ONLY direct costs for each program, which includes the front line staff such as instructors for swim school, lifeguards for open and lap swim and counselors for camps.

** Management and support overhead are shown separately for clarity. This number includes the following things that relate to all programming at the facility:

- Liability Insurance
- Facility General Manager
- Head of Safety for Facility
- Customer service staff and Management
- Programming support including initial set up and maintenance plus cash handling, revenue reporting and revenue collection
- Financial support including budgeting, financial set up and reporting and financial management
- Payroll, Human Resources including management of onboarding, training, work permits, tb testing, fingerprints and other CA labor law compliance
- Subscription and set up fees for payroll and registration service databases
- Marketing, advertising of jobs and programming and internal and external communications
- All other facility expenses such as janitorial, paper supplies, soap supplies, set up costs including computer and iPad for checking in and registration, first aid supplies, signage, pool equipment such as paddles and kickboards



References, Key Staff and Management

Key Staff & Management:

Tim Sheeper, CEO

Responsible for guiding the company's culture, values, and overall direction, ensuring strong foundations for sound business practices, operational excellence, and continuous improvement. Builds and maintains relationships with community partners and stakeholders while developing and evolving programs and services that meet the needs of the community. Ensures that every service delivered and every team member reflects the organization's brand and core values. Responsible for hiring and developing coaching talent and quality control for swimming, water polo, water exercise and strength training. Proud of our long serving loyal and professional team members that are mission driven and safety focused. Constantly drawing on my 42 years of aquatic business and coaching experience and my absolute love of the water to serve individuals and families in our region. Can be reached at tim@teamsheeper.com 650-504-1114.

Carole Hayworth, Chief Financial and Human Resources Officer

Responsible for all financial operations, including revenue collection, cost control, internal controls, budgeting, and financial reporting. Responsible for payroll, human resource management, required trainings, compliance with labor laws, full onboarding and termination of employees. Fully responsible for contracts, insurance, and rental agreements with outside parties. Oversees customer registration services, customer service and marketing departments. Carole is a CPA and has been working in the field of finance for over 35 years. She has headed up the finance and HR departments for Team Sheeper for 25 years. Can be reached at: carole@teamsheeper.com; 650-781-5525

Melissa Joy, Manager of Customer Experience and Program Development

Responsible for the configuration, maintenance, and reporting of the PerfectMind Xplor registration system, ensuring a seamless and high-quality customer experience. Oversees cash handling, collection, and revenue reporting processes to maintain strong financial controls. Supports program development and scheduling, and leads marketing communications directed to both customers and staff. Certifications: American Red Cross Lifeguard, CPR/AED and First Aid (valid through 9/8/2026), Hazardous Chemical Communication training, fire extinguisher use, Bloodborne Pathogens, Anti-harassment training, back safety, and preventing slips, trips, and falls. Can be reached at mjoy@menloswim.com; 650-781-5525

Meg Huggett, Head of Safety Operations

Responsible for ensuring the facility provides a safe and welcoming environment for all patrons and staff. Oversees the recruitment, hiring, and scheduling of lifeguards and Managers on Duty, and manages the development and ongoing implementation of lifeguard training and procedures in alignment with American Red Cross aquatic safety standards. Ensures all staff maintain current certifications in Lifeguarding, First Aid, and CPR. Oversees the procurement and maintenance of safety equipment and supplies, including uniforms, first aid kits, AED components, testing reagents, rescue tubes, and communication devices. Implements and manages a lifeguard skill audit program that includes weekly evaluations to ensure consistent safety performance and operational excellence. Certifications: Certified Pool Operator through the PHTA (Current through 10/31/2030), American Red Cross Lifeguard Instructor Trainer, American Red Cross Lifeguard Instructor, American Red Cross



Lifeguard/CPR/AED/First Aid, American Red Cross First Aid and CPR/AED Instructor and Instructor Trainer (all current through 2/20/2027), American Red Cross Lifeguard Management Certification (valid through 8/19/2027), American Red Cross Water Safety for Parents and Care Givers, Hazardous Chemical Communication Training, fire extinguisher use, Bloodborne Pathogens, Anti-harassment training, back safety, and preventing slips, trips, and falls.

Can be reached at meg@teamsheeper.com; 650-781-5525

Michelle Tedford, General Manager

Fully responsible for overall facility operations, programs, and customer experience, ensuring compliance with all state, local, and company standards. Manages all staff and Managers on Duty to maintain safety, professionalism, and exceptional service. Oversees the recruitment, hiring, and training of lifeguards and Managers on Duty, ensuring all staff meet company standards aligned with American Red Cross Lifeguarding Guidelines. Conducts and manages lifeguard training classes, onboarding, and continuous staff development. Ensures the facility is clean, well maintained, properly staffed, and safely opened and closed each day according to established procedures. Leads by example to foster a motivated, positive, and team-oriented culture. Reviews and updates safety policies as directed by the Head of Safety Operations and conducts quarterly multi-department EAP drills. Serves as a liaison with City staff and contracted renters to coordinate maintenance, events, and operations. Monitors and maintains facility inventory, including chemicals, janitorial, and office supplies to ensure uninterrupted operations.

Certifications: American Red Cross Lifeguard/CPR/AED/First Aid Instructor (valid through 7/12/2027), American Red Cross Lifeguard/CPR/AED First Aid (valid through 7/12/2027), American Red Cross CPR/AED/First Aid Instructor (valid through 10/18/2026), Aquatic Facility Operator Certified through National Recreation and Park Association (valid through 6/30/2027), Hazardous Chemical Communication training, fire extinguisher use, Bloodborne Pathogens, Anti-harassment training, back safety, and preventing slips, trips, and falls.

Brianna Cavanagh, Manager of Youth Programming

Responsible for the development, implementation, and oversight of all youth and instructional programming, including swim lessons, swim team, camps, and adult swim lessons. Oversees the full lifecycle of program delivery- from curriculum design and scheduling to staffing and quality assurance- to ensure each program meets organizational standards for safety, instruction, and participant experience. Manages all swim lesson instructors, coaches, and camp counselors, providing leadership, mentorship, and performance feedback to maintain consistency and excellence across programs. Recruits, hires, trains, and schedules all youth aquatic staff, ensuring they are fully equipped with the knowledge, certifications, and tools necessary to deliver high-quality, engaging, and safe programming for participants of all ages and abilities.

Certifications: American Red Cross Lifeguard, CPR/AED and First Aid (valid through October 2027), Certified Pool Operator (valid through June 2027), Hazardous Chemical Communication training, fire extinguisher use, Bloodborne Pathogens, Anti-harassment training, back safety, and preventing slips, trips, and falls.

Can be reached at bri@menloswim.com; 650-781-5525

Patrick Marion, Head of Marketing and Communications

Responsible for all internal and external marketing and communications to staff, customers, and the broader community, ensuring consistent alignment with the organization's brand, mission, and values. Oversees the design, content, and presentation of the company website to maintain a professional appearance and an intuitive, user-friendly experience for customers. Manages all advertising efforts, including promotional campaigns for programs, events, and staff recruitment, to support participation



growth and workforce development. Additionally oversees the maintenance of web domains, online systems, and digital infrastructure, coordinating technical support.

Can be reached at pmarion@menloswim.com; 650-781-5525

Kathy Miller, Head of Customer service

Responsible for the hiring, training, and scheduling of all customer service staff to ensure consistent, high-quality service and smooth front-line operations. Develops and implements both initial and ongoing monthly training programs focused on communication, customer relations, safety and operational procedures. Assists with employee onboarding. Oversees all systems and audits related to cash collection, safety, and financial reconciliations, maintaining accuracy and compliance with established protocols. Responds promptly and professionally to customer inquiries, supports registration processes, and ensures clear, timely communication with patrons. Additionally, assists in collecting and tracking financial support applications in partnership with the Beyond Barriers Athletic Foundation (BBAF) to provide scholarship opportunities for qualifying participants.

Certifications: American Red Cross Lifeguard, CPR/AED and First Aid (valid through July 2026), Hazardous Chemical Communication training, fire extinguisher use, Bloodborne Pathogens, Anti-harassment training, back safety, and preventing slips, trips, and falls.

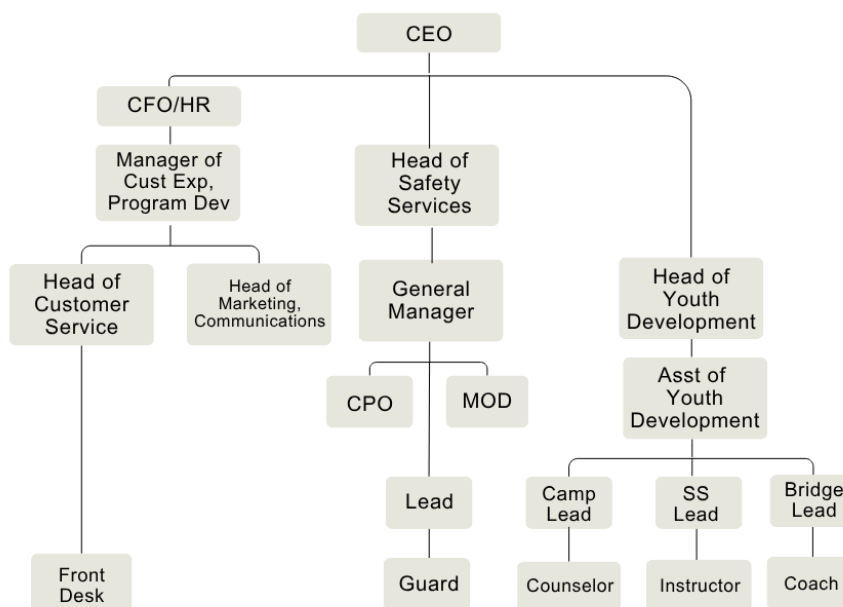
Can be reached at kmiller@menloswim.com; 650-781-5525

Managers on Duty

Provide full management support and oversight of facility operations when the General Manager is not on site.

Certifications: All managers on duty hold current American Red Cross lifeguard CPR/AED/First Aid certification. All Managers on Duty are trained in Hazardous Chemical Communication, fire extinguisher use, Bloodborne Pathogens, Anti-harassment training, back safety, and preventing slips, trips, and falls.

Team Sheeper Organizational Chart



References

Kristen O’Kane, City of Palo Alto Community Services Director
Kristen.o’kane@cityofpaloalto.org ; 650-463-4908

Sean Reinhart, City of Menlo Park, Library and Community Services Director
SSReinhart@menlopark.gov ; 650-330-2510

Sharon Eva, City of Palo Alto Community Services Manager
Sharon.eva@cityofpaloalto.org ; 650-463-4909

Proposed Staffing Ratios

Managers: A manager is always on duty at the facility, whether the General Manager or Manager on Duty

Lifeguards:

Lap Pool: 2 guards on duty, plus one in rotation for 45 number of patrons in the water, per American Red Cross standards.

Activity Pool: 1 guard at the top of the slides, 1 guard at the bottom of slides, 1 guard rotating at side of pool plus 1 guard in rotation for 45 patrons in the water

Swim Lessons:

Beginner Groups: 1 instructor for every 3 participants

Intermediate Groups: 1 instructor for every 4 participants

Water Babies Lessons: 1 instructor for every 8 participants (since a parent is with each baby)

Private Lessons: 1 instructor for every 1 participant

Semi-Private Lessons: 1 instructor for every 2 participants

Adult Lessons: 1 instructor for every 3 students

Bridge Swim Program: 1 coaches for every 15 participants

Camps: A camp manager or camp lead is always on-site for supervision

Main Camp: 1 counselor for every 8 campers

Junior Camp: 1 counselor for every 6 junior campers (campers age 6 and under)



Contract Performance

1. **City of Palo Alto:**

Team Sheeper currently has a full aquatics service contract with the City of Palo Alto that began in 2018 and will continue at least through December 31, 2030. This contract was recently renewed for another 5 year term and is for the Rinconada pool at 777 Embarcadero Ave, Palo Alto.

2. **City of Menlo Park:**

Team Sheeper currently has a full aquatics service contract with the City of Menlo Park that began in May of 2006. This contract will continue at least until September 30, 2028. This includes operations of two locations, one at 501 Laurel St and one at 100 Terminal Ave, both in the City of Menlo Park.

Relationships with the cities that we work with are managed through a number of strategies including weekly meetings, monthly and quarterly recaps of services, survey results and financial information including full reporting of attendance by each category of service and revenue information by each program area.

Any concerns are communicated through email with each party and are followed up on immediately through personal communication or email depending on the issue that has arisen.

Team Sheeper communicates frequently with customers via focus groups, emails, phone calls and while they are in-person and on-site to determine that all needs are being met appropriately.

We have not had any terminations, cancellations or non-renewals at any time in the last five years.



Public Communication and Registration

Overview and Philosophy

Team Sheep, Inc., is dedicated to serving the entire community through safe, high-quality, and welcoming aquatics and fitness programs. Our organization was founded on the belief that everyone should feel welcome, wanted, and part of a community built around wellness.

Our mission is to promote health and well-being by helping each person “find their lane”—whether that means learning to swim, joining a class, or connecting with others through movement.

Every element of our communication, registration, and customer service system is designed to make community participation simple, transparent, and positive.

Communication Systems and Customer Support

Clear, consistent, and caring communication is at the heart of our operations.

We blend digital systems with in-person service to ensure participants always have direct access to information and assistance.

- **Front Desk Support:** Associates are present during all operating hours to provide in-person help, answer questions, assist with registrations and payments, and receive feedback. They are also available by phone and email, ensuring every visitor or participant receives a prompt, friendly, and professional response.
- **Digital Communication:** Our website, email newsletters, and social media provide ongoing updates about registration, program changes, schedules, and upcoming events.
- **Marketing and Online Presence:** Our marketing manager maintains accurate, up-to-date information on Google and Apple, so community members can easily find hours, contact details, and announcements.
- **Customer Relationship Management (CRM):** We use CRM software to track all customer service communications, including inquiries, follow-ups, and feedback. This system helps ensure that every customer receives a timely and complete response, and allows our management team to monitor customer relations.

Additional customer service support is provided by the Head of Customer Service, both on-site and remotely. A Manager on Duty is available during all open hours to assist with escalations or special concerns.

Registration and Payment Systems

Our registration and payment systems are designed for convenience, flexibility, and accessibility.

Participants can register online anytime through Xplor Recreation (formerly PerfectMind), our secure management software that supports membership sign-ups, class registration, and automatic billing.

To ensure equitable access for all community members, we also provide:



- **In-person registration and payment** options at the front desk, so no online access is required to participate.
- **Automatic monthly membership renewal** through Xplor Recreation, with easy cancellation available at any time.
- **Quick front desk check-ins** for members using scan-in technology.
- **Open access to facilities** — no reservation or membership is required to use the pools.

Administrative staff coverage is maintained at all times that the facilities are open. Email support is available during all hours of operation and all inquiries are responded to within 24 hours, often much sooner.

Policies and Procedures: Registration, Refunds, and Complaints

All policies are guided by our core values of fairness, transparency, and community care. They are clearly communicated to participants, easily accessible online, and regularly reviewed for improvement.

- **Registration:** Participants may register online, in person, or by phone/email with the help of customer service staff.
- **Refunds and Cancellations:** Refunds are automatically processed when canceled within the program’s cancellation window. Each program (e.g., Swim School, Bridge, Camps) has a specific cancellation policy designed to be fair to families while allowing programs to run smoothly.
- **Memberships:** Auto-renew monthly and can be canceled at any time at the end of the billing cycle, either online, by phone, or in person.
- **Complaints and Feedback:** Feedback is welcomed and tracked through HubSpot CRM, ensuring that all customer comments or concerns are documented, assigned for follow-up, and resolved. Front desk staff listen attentively and escalate issues to the Customer Service Leads or Head of Customer Service as needed. Managers review recurring feedback to identify opportunities for improvement.

Our guiding principle is to always take ownership of the customer experience—never putting responsibility back on the client.

Customer Service Standards and Communication Practices

Our communication guidelines emphasize friendliness, empathy, and engagement. Staff are encouraged to connect with guests personally—asking about their swim, remembering names, and creating a sense of belonging.

Training and Staff Support

Front desk employees receive:

- **Comprehensive onboarding** covering company policies, front desk responsibilities, PCI compliance, and customer service expectations
- **Ongoing training** to update best practices, enhance technology skills, and strengthen communication and problem-solving techniques
- **Access to management support** through open communication with supervisors and leads



- **A positive, collaborative workplace culture** that values teamwork, inclusion, and respect

These systems ensure every customer interaction—whether it’s a registration, refund request, or casual question—reflects professionalism, care, and consistency.

Assessing and Maintaining Customer Satisfaction

Customer satisfaction is measured and maintained through multiple systems and feedback loops:

- **HubSpot CRM Tracking:** All customer service communications are logged and monitored to ensure timely responses and identify recurring concerns.
- **Annual Community Surveys:** Assess satisfaction with programs, facility experience, and communication effectiveness.
- **Ongoing Feedback:** Informally gathered through conversations, phone calls, and emails, then shared with management for review.
- **Weekly Data Analysis:** Xplor Recreation data is used to monitor participation, resident/non-resident usage, and membership trends.
- **Team Review and Training:** Feedback is discussed in staff meetings to reinforce what’s working and address any areas for improvement.

Through consistent communication, staff training, and seeking community feedback, Team Sheeper ensures that every participant feels heard, supported, and connected to a community that values wellness and respect.



Quality Assurance, Risk Management and Insurance

Tools and Processes Used for Quality Assessment

- **Seasonal and Annual Surveys** are implemented to retrieve necessary customer feedback in order to determine if our quality of programs, safety, facility and customer service are meeting community expectations.
- **Annual Red Cross Aquatic Examiner Service (AES)** is contracted in order to measure our safety service operations against the worldwide gold standard when it comes to safety. An auditor arrives and reviews every aspect of our operation from first aid kit contents to how staff performs a rescue of a shallow water spinal injury. Staff rescue skills performance audits are conducted to determine if our training and evaluation methods are translating into a successful team of rescuers.
- **Daily Community Feedback** via our in-person, phone, or on-line channels. Receiving community feedback in real-time allows us to see, understand, listen to the emotion and enables us to work towards problem solving a point-in-time issue or a foundational issue that needs addressing to reduce friction for patrons in the future.

Risk Management and Response Procedures

Our organization follows a structured process to identify, assess, and address potential hazards while ensuring that all incidents are reviewed to improve safety and reduce future risk.

- Incident Reports are completed after all incidents or harm or threats of harm. Part of that incident reporting procedure is reviewing the incident and identifying factors that lead to the incident and remedies to remove or reduce risk.
- Lifeguards and MOD staff receive required monthly in-service training to practice rescue, first aid, CPR, AED and risk management skills. In-service training is planned around skills that have been identified as needing improvement or additional practice based on what has been coming up at the facility or has been turning up in audits.
- Lifeguards receive audits of their performance every month in the form of quick checks, visibility drills, lifeguard station response time testing, CPR and first aid skills auditing.

Standards of Care for Operating a Public Pool

The Head of Safety has over 10 years of experience managing public swimming pools. She is a certified pool operator through the Pool and Hot Tub Alliance. She has a deep and well versed knowledge of standard of care based on her 20 plus years of American Red Cross lifeguard experience. She has been a certified American Red Cross lifeguard instructor since 2012. In addition she has held certification for Swim Lessons and Water Safety Instruction through the YMCA for over a decade. The Head of Safety received her American Red Cross Lifeguard Instructor Trainer certification in February 2025. This is the highest level of training in the field outside of being an educator for the Red Cross. The Head of Safety is familiar with the Model Aquatic Health Code in additional California state standards for public swimming pools.

In addition, Team Sheeper voluntarily undertakes an annual audit performed by the American Red Cross on the current facilities that we operate. The American Red Cross visits, audits our performance and



conducts an in-service training for our employees to ensure that all required safety procedures and regulations are being followed.

Standards for Protecting Employee Health

Our organization maintains comprehensive policies and procedures to protect the health and safety of both the public and employees, ensuring full compliance with all applicable City, County, State, and Federal regulations.

All employees receive initial training at point of employment to remain in compliance with state and federal employee health and workplace safety standards. These trainings are assigned based on role in the company and risks the employee may be exposed to.

All employees complete the following training:

Initially: Slips, Trips and Falls, Back Safety and Injury Prevention, Fire extinguisher Safety, Anti-Harassment Training

Annually: Fire Extinguisher Trainings

All Lifeguards also complete the following trainings:

Initially: Bloodborne Pathogens, Heat Stress, Personal Protective Equipment

Annually: Bloodborne Pathogens

All Camp Counselors and Swim Instructors also complete the following trainings:

Initially: Heat Stress

All Facilities staff complete the following trainings:

Initially: Hearing Conservation, Lockout/Tagout, Heat Stress, Confined Spaces, Hazardous Communication and Spill Prevention, Personal Protective Equipment

Annually: Hearing Conservation, Confined Spaces

All Managers complete the following trainings:

Initially: Bloodborne Pathogens, Lockout/Tagout, Heat Stress, Hazardous Communication, Personal Protective Equipment, Anti-Harassment Training for Supervisors

Emergency Preparedness Action Plan

On the following page is a flowchart outlining the structure of the Emergency Action Plan (EAP). A full EAP will be completed to reflect specific facility needs, site layout, and operational use cases. by the Head of Safety once they are able to conduct an on-site assessment to determine the most effective and appropriate emergency procedures.

Litigation

There has been no litigation against us since inception.

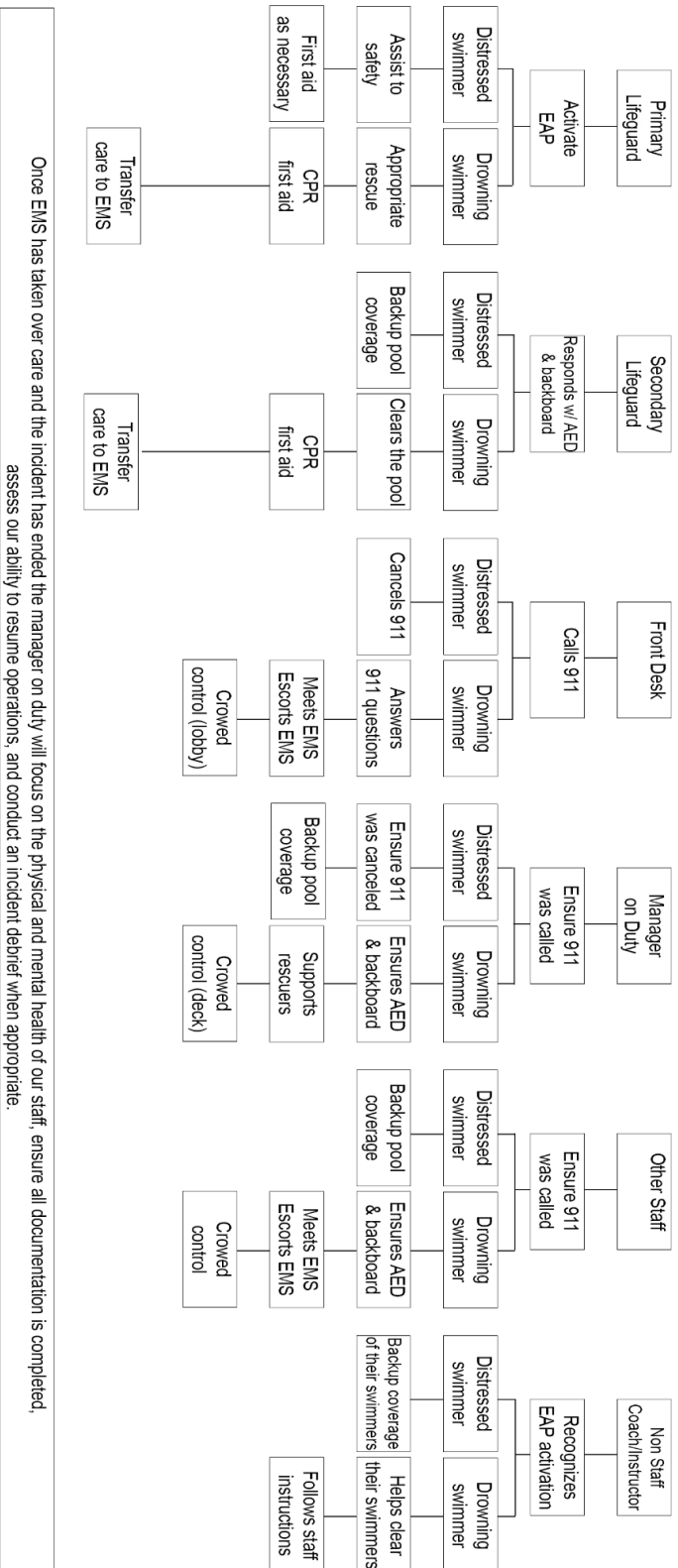
Insurance

Team Sheeper carries full liability and umbrella insurance policies and has for the last 20 years. If a contract is awarded, the additional liability insurance required will be secured.



Water Based Emergency Action Plan

Emergency Preparedness Action Plan Flow Chart



THE SPORTS FACILITIES COMPANIES // SPORTS FACILITIES MANAGEMENT, LLC

THE SPORTS FACILITIES
COMPANIES



CITY OF GILROY ADMINISTRATION DEPARTMENT RECREATION
DIVISION // REQUEST FOR PROPOSALS

**CHRISTOPHER HIGH SCHOOL AQUATICS
CENTER OPERATIONS**

OCTOBER 24, 2025



TABLE OF CONTENTS

3

» COVER LETTER

5

» QUALIFICATIONS

9

» PROGRAM UNDERSTANDING

15

» PROGRAMS, SERVICES & SCHEDULE

26

» REFERENCES, KEY STAFF & MANAGEMENT

32

» CONTRACT PERFORMANCE

37

» PUBLIC COMMUNICATION & REGISTRATION

39

» QUALITY ASSURANCE, RISK MANAGEMENT, & INSURANCE

COVER LETTER



Dear Ms. Baksa and Mr. Atkins

On behalf of the Sports Facilities Companies (SFC), we're pleased to submit our proposal to manage summer operations at the Christopher High School Aquatics Center for the 2026 season and beyond! Our focus is to deliver a safe, welcoming aquatics experience centered on learn-to-swim and community recreation swim, with the flexibility to incorporate lap lanes, aqua fitness, and family rentals as interest and scheduling allow. Programming will run between Memorial Day and Labor Day, with schedules coordinated in partnership with the City and GUSD to support facility needs.

What sets SFC apart is our full-service aquatics management model that goes beyond lifeguard staffing—encompassing programming, daily operations, staff training, marketing, food & beverage where applicable, and transparent financial reporting tailored to public-sector partners. As an Authorized National Training Provider with the American Red Cross, we certify and train lifeguards in-house to ensure consistent quality and the highest safety standards across our venues. Consistent with our municipal best practices, we operate with open-book reporting, monthly variance reviews, and an annual business plan and budget so City leadership has full visibility into outcomes.

Our proposed approach for Gilroy will:

- Prioritize safety and compliance with clearly documented EAPs and in-service training, and operate waterslides and pools in accordance with Cal/OSHA, County Health, ADA, and related standards and inspections.
- Deliver a community-first program mix centered on learn-to-swim and daily recreation swim, with optional additions such as lap swim, aqua fitness, and rentals to broaden participation and access.
- Maintain comparable fees to nearby public aquatic programs and provide a low-cost swim lesson option for income-eligible youth within the City of Gilroy, as requested.
- Coordinate closely with GUSD on facility access and scheduling, and meet the City's reporting cadence with participation statistics, fee classifications, and customer service metrics each month during the season.

SFC's mission is to improve the health and economic vitality of the communities we serve, and we are excited to bring our national expertise with a local focus to the families of Gilroy. Thank you for your consideration—we look forward to the opportunity to partner with the City to deliver a safe, welcoming, and well-managed summer at the Christopher High School Aquatics Center.

B. Hilliard



Billy Hilliard *Regional VP, Business Dev.*
bhilliard@sportsfacilities.com
903.517.7868

QUALIFICATIONS



FIRM OVERVIEW

Our mission is to improve the health and economic vitality of the communities we serve. Since 2003, the Sports Facilities Companies, comprised of Sports Facilities Advisory, Sports Facilities Management, and Sports Facilities Development, have become the trusted resource for communities who want to plan, develop, or operate sports, recreation, entertainment and fitness centers.



PRE-DEVELOPMENT

- Market Research
- Financial Forecasts (Pro Forma)
- Economic Impact
- Feasibility Reports
- Community Engagement & Partnership Development

MANAGEMENT

- Strategic Planning & Finance Strategy
- Start-Up Operational Development
- Facility Operations
- Operational Timelines
- Revenue Generation
- Facility Optimization

DEVELOPMENT

- Owner's Representation
- Venue Planning
- Procurement (FF&E & OS&E)
- Operational Budget Impacts (Design Decisions)
- Technology Requirements, Sport Equipment & Specifications
- Facility Branding, Wayfinding, Signage

REAL-WORLD FACILITIES, REAL WORLD RESULTS

We're way more than a lifeguard staffing company. We're a full-service solution to creative programming, decreasing subsidy, improving safety, and providing a great guest experience. SFC has the unique experience of managing aquatics venues with multi-uses - providing us the confidence that we will be able to managed the multiple stakeholders and wide array of program types of the Christopher High School Aquatics Center. Below is a snapshot of some of SFC's experience in venues that have multi-use programming and multiple programming partners, user groups and stakeholders. We will not be learning on the job and will bring our existing policies, procedures and protocol ready to customize to the uniqueness of the Christopher High School Aquatics Center.



ARTESIA AQUATIC CENTER
ARTESIA, NM



SAND MOUNTAIN PARK & AQUATICS
ALBERTVILLE, AL



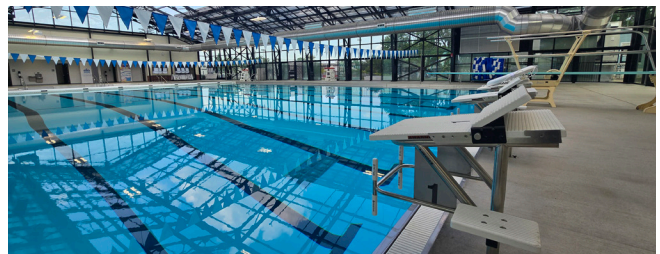
ADVENTURE COVE AQUATICS
ABILENE, TX



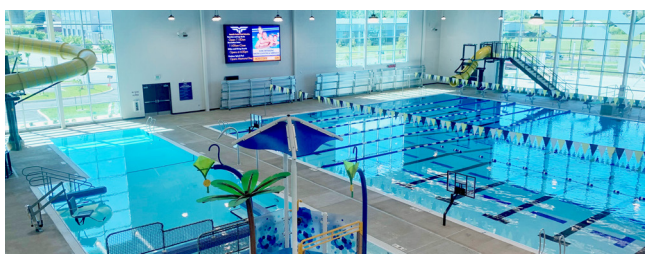
CAPORELLA AQUATIC CENTER
TAMARAC, FL



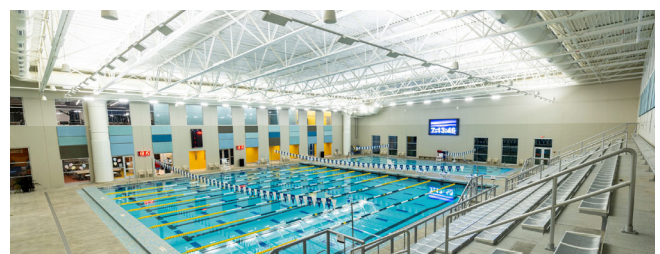
PELICAN BAY AQUATICS
EDMOND, OK



LIMA AQUATIC PARK
LIMA, OH



MORRISTOWN LANDING
MORRISTOWN, TN



THE BRIDGE
BRIDGEPORT, WV



VP OF VENUE MANAGEMENT

KEN COBB

As Vice President of Venue Management for Aquatics, Ken is responsible for SFC's Aquatics Venues nationwide, assisting our clients with operating and optimizing our indoor and outdoor pool facilities and water parks. His broad and successful career has spanned over twenty years of operations, programming, training, marketing, budgeting and forecasting.

Ken has served as an Aquatics Director to municipal and recreational pools, competition pools, country clubs, water parks and private and public aquatic centers. He has worked with the YMCA® and the American Red Cross® as a Water Safety Instructor, Lifeguard Instructor, and CPR/First Aid Instructor. Ken is a Certified Pool Operator® and a certified Aquatics Facility Operator®. Ken is also an accomplished swim coach having been a certified coach member of USA Swimming® since 1984. Over his 20+ years of coaching age group, senior club swimmers and high school athletes, he has produced multiple Junior Olympic qualifiers and finalists, state champions, junior and senior national qualifiers and college scholarship recipients. Ken maintains close ties to the competitive swimming world as a certified coach with the American Swim Coaches Association®, US Masters® Swimming, and USA Water Polo®.

SPECIALTIES

aquatics staff development,
partnership collaboration

EDUCATION

BBA, College of Business
& Economics
University of Kentucky

EXPERIENCE

Years in Industry: 23

NOTEWORTHY MEMBERSHIPS, ACCREDITATIONS, & ACHIEVEMENTS

Certified Pool Operator (CPO®)	Coaching Staff Member 2016-2018, Selected Head Coach in 2021
Certified Aquatics Facility Operator (AFO®)	Served on Florida Swimming Board of Directors, Central FL Coach Representative
American Red Cross® Water Safety Instructor® (WSI)	Certified Masters Coach with United States Masters Swimming® [USMS]
American Red Cross® Certified Lifeguard Instructor (LGI)	Certified USA Water Polo® Coach
American Red Cross® CPR, First Aid and AED Certified	Starfish Aquatics Institute® Adaptive Swim Instructor Certified
American Red Cross® Certified CPR, First Aid and Safety Training for Swim Coaches	P.A.D.I. ® Scuba Certified
USA Swimming® Certified Coach Member Since 1985	Experienced with Hosting and Managing Swim Meets Including Hy-Tek Meet Manager, Team Manager, Colorado Timing System, and Team Unify
USA Swimming® Certified Official, Stroke & Turn Judge, Meet Referee	Swimming Career - 6x Age Group State Champion, 2x All-America Honors, Junior Nationals Finalist, Top 10 USA Ranking, USA Olympic Trials Qualifier
American Swim Coaches Association® [ASCA] Certification	
ALTS® Certified Stroke Technician	
National Interscholastic Swimming Coaches Association Member (NISCA)	
Florida Swimming LSC All-Stars and USA Zones	

NOTABLE PROJECTS

Adventure Cove Water Park - Abilene, TX	Caporella Aquatic Center - Tamarac, FL
Artesia Aquatic Center - Artesia, NM	Pelican Bay Aquatic Center - Edmond, OK

PROGRAM UNDERSTANDING



FULL TIME MANAGEMENT SERVICES

Once the facility is complete, SFC can provide Full-Time Management (FTM) for the proposed facility involving the day-to-day oversight of all aspects of the venue including:

- Sales
- Staffing
- Scheduling
- Program Development and Management
- Events Booking and Events Management
- Event Economic Impact and Financial Tracking
- Monthly Financial Reporting
- Human Resources Oversight
- Legal and Risk Management Advisory Services
- Bookkeeping
- National Marketing utilizing SFC's national Marketing Network to drive overnight stays for the portion of the Venue that SFC will be managing

A COMPREHENSIVE SOLUTION

SFC Full-Time Management Services includes the selection, placement, and ongoing development of a full-time SFC -employed General Manager and leadership staff at your facility. As an SFC -managed facility, your facility will be led by an individual who is fully accountable to SFC and who views their role in optimizing your facility as a true career path. SFC culture attracts and develops ambitious, outcome-oriented managers. SFC managers are professionals who have previously managed operations for Disney's Wide World of Sports, Gaylord Entertainment, the House of Blues, Lifetime Fitness, the YMCA, SMG, NBC Comcast Global Spectrum, Westin Resorts, The United States Army, The United States Marine Corps, and a wide range of sport and recreation centers.

SFC NATIONAL NETWORK

Additionally, only SFC General Managers and leadership teams are part of the SFC network of GM's. This means that your facility will be led by a GM and leadership team that participates in the SFC weekly teleconference and video-conference meetings with other SFC-employed GM's and the team of SFC operations advisors. This call requires each facility manager to report in on the progress they are making against established goals, and it provides opportunity for each of our GM's to seek perspective from other managers who are dealing with or have already overcome similar challenges. All of these centers deal with the same challenges



and opportunities inherent to the sports/fitness/ recreation/ entertainment facility industry. These managers are also benchmarked against one another and against the highest revenue producing and highest EBITDA-producing facilities in the country.

The result is that your facility will be managed to utilize the culture of accountability, best practices, proven strategies, and profit-focused tactics that are constantly honed within the SFC network.

MONTHLY VARIANCE REPORTING

With SFC your facility will undergo a rigorous monthly "Budget Versus Actual" (variance) review. Led by a full-time SFC Management Advisor, your GM, leadership team, and staff will be part of a monthly top-to-bottom review of the operation including a line item review of "Budget vs. Actual" results. The process includes a review of the prior month performance, a forward-looking discussion of critical action items, marketing initiatives, and a pace-to-goal session. This "variance" process drives performance and accountability while providing your team with the expertise and resources of SFC advisors.

ACCOUNTABILITY

With Full-Time Management, your GM/leadership team reports directly to the Vice President of SFC and the CEO of SFC. The GM is fully accountable to employing SFC best practices and executing on every action item identified in your annual business plan and monthly action plan. This accountability allows for no excuses and no gap between the plan, the goal, and the on-the-ground execution.

FINAL SAY

Approval of SFC's GM is entirely at the City of Gilroy's discretion. SFC will present the selected candidate and rationale for your approval or rejection. Additionally, with the FTM program, you are guaranteed temporary management and replacement in the event of an unexpected GM or leadership team departure. The FTM program offers:

- Full-time SFC General Manager and leadership team
- Ongoing learning and accountability through the SFC national network
- Replacement of the GM and placement of a temporary, experienced GM in case of departure
- A career-focused industry professional
- A culture of accountability
- Annual Business Plan created for your facility by SFC
- Monthly "budget vs. actual" meetings and action planning sessions
- Weekly participation in the FTM network
- Transparent financial and bank reconciliation reporting
- Unlimited access to the SFC library of Customer Service, Group Events Sales, and Revenue Optimization resources
- Monthly owner's report and board/owners meetings with the GM and an SFC Vice President
- Direct GM reporting to SFC ownership

MANAGEMENT SERVICES

SFC's Full-Time Management services involve acting as your group's representative to drive optimized performance and accountability across the organization. These services include:

- Creation and annual review of business plan, marketing action plan, and budgets
- Seasonal budget and marketing action plans
- Marketing and advertising plans and campaigns
 - » Website optimization and social media campaigns
 - » PR campaigns
 - » Trade show and conference schedule (as applicable)
 - » Direct sales to event and tournament organizers
 - » Familiarization visits
 - » Integration and collaboration with local aquatics and CVB
 - » Site-specific tournament and event development
 - » Direct mail, article writing and print advertising
- Detailed timeline and action items for facility/operation updates
- Annual review of the prior business year and identification of new programming

- Capital improvement suggestions and reviews
- Identification of new investment opportunities
- Monthly "Budget vs. Actual" (Variance) review
- Routine review and recommendations for programming, marketing, reporting, and organization updates
- Action plan for local/regional alliances with sports and recreation organizations to maintain utilization through leagues, programs, and events
- Weekly management calls with SFC management and GM network for business development and operations
- Recurring coaching and collaboration sessions with SFC management and GM network

As it is SFC's experience that more corporate support is needed during the first few years of facility operations, SFC will employ a tiered structure whereby the services and support offerings provided above taper to a degree over time.

ADDITIONAL SERVICES

As part of SFC's Full-Time Management option, the following services are included to support the recruitment, training, and development of team members:

- **Recruiting:** Job analysis, candidate screening, interviewing, selection, and finalizing job offers
- **Employee Onboarding:** Induction, training, and integration of new hires
- **IT Support:** Computer and IT services
- **Payroll Administration:** Processing and support for payroll
- **Health Insurance:** Provision and administration of health insurance programs
- **Worker's Compensation:** Provision of worker's compensation insurance
- **Best Practices:** Sharing policies, procedures, forms, and instructions for operational excellence
- **Vendor Recommendations:** Identifying and recommending qualified vendors, software, programs, and hardware solutions
- **Business Plan:** Annual updates to the Business Plan
- **Employment Plan:** Development and updates of the Employment Plan
- **Food & Beverage Plan:** Creation and updating of the Food & Beverage Plan
- **Financial Tracking:** Monitoring and management of financials, including collections, books, records, insurance, taxes, legal compliance, and related fees/costs.

OPERATING MANUAL

COMPLEX OPERATING MANUAL

Once selected we will work with the City of Gilroy to develop a custom operating manual. Together, SFC and the City of Gilroy will determine at a minimum, the following:

- Hours of operation
- Standard operating procedures for facility
- Minimum maintenance standards and guidelines
- Quality assurance/quality control procedures
- Workflows for programming and registration
- Purchasing policies
- Miscellaneous

Once completed, the City of Gilroy will own the Operating Manual.

EMERGENCY TRAINING

Along with complex operating manuals and procedures, our teams actively train for emergency situations and are fully prepared to handle them when they arise. Our staff has dealt with missing children, active shooters, cardiac arrests, weather emergencies and a long laundry list of other situations. When it comes to these types of situations, the City of Gilroy cannot afford to put the facility in the hands of operators who do not have this proven, hands-on experience.

ADDRESSING NEW CHALLENGES HEAD ON

COVID is not the first or the last challenge that will face the sports tourism industry. Throughout COVID, the industry looked to SFC for leadership and we responded by authoring and sharing COVID re-opening guidelines for our venues and provided to the industry at no charge. We applied for and received PPP and small business loans/grants for all of our venues and have come out of COVID stronger than how our venues went in.

the City of Gilroy can be confident with SFC as your partner that you will be in the best position possible to address any situation that arises - whether a one-time occurrence or an entire shift to the industry.

MAINTENANCE OPERATING PROCEDURES

In addition to general maintenance and housekeeping for the facility, SFC will develop standard operating procedures for facility-specific needs. SFC recognizes there is not a one-size-fits-all approach to facility maintenance. As a result, the Account Executive and General Manager will work with the City of Gilroy to ensure all facility areas, as well as specialized equipment, have individualized SOPs for facility staff to use as a guideline for proper maintenance and upkeep.

Individual SOPs for the Christopher High School Aquatics Center may include, but not limited to:

- Events, Staffing Plans, Programming cash Handling
- Event/Ticketing
- Parking
- Health & Safety
- Crisis Management
- Emergency Exit Routes
- Hazard Communication Standard
- Lifeguard In-Service Training
- Opening Procedures
- Closing Procedures
- Back Boarding Protocol
- Water Contamination Protocol
- Water Chemistry and Clarity
- Chemical Log



POOL SAFETY AND EMERGENCY RESPONSE

There are several risks associated with working in an aquatics facility. Staff needs to understand the following safety precautions to help avoid injury. The SFC Team believe the on-site staff members need to be fully accountable for the safety if all staff and patrons. For this reason, SFC's corporate staff includes instructors and instructor-trainers for the Nationals Swimming Pool Foundation, American Red Cross, and Ellis and Associates. The SFC Team will personally train and certify the facilities on-site leadership staff to be able to teach and instruct these crucial skills to all on site staff.

Senior leaders promote an organizational environment that fosters, requires and results in legal and ethical behavior through mentoring, transparent systems, quality protocols, dual control systems and network monitoring. These processes provide senior leaders the framework for what is expected from not only themselves but also the entire workforce. Frequent facility assessments maintain accountability and address any indications of improper behavior. This regular review optimizes the operations and brings the highest standards for honest checks and balance systems.

Our policies are designed to provide awareness about emergency and safety procedures for all staff. They are designed to ensure that all crew members responsible for supervising activities and/or facilities are aware of their responsibilities in case of an accident or incident. Not only do the policies and procedures have the guest in mind but also the staff members. Management will regularly review the procedures following emergency situations to determine the need for follow-up training for the employee involved in the situation. They will review the need for updates and/or changes that need to be made in the policy and procedure manual, which is designed not only for external guests but for internal guests as well. Feedback is encouraged from staff members regarding the policies and procedures.

The American Red Cross standard for Emergency Action Plans for what everyone does during an emergency are extremely important. Laminated EAPs are located in all office locations near the phones and on the bulletin board in the Employee Break Room. The EAP's specific to each attraction (slides, continuous river, and aquatic play area) are included in the Operations and Maintenance Manuals for each of the attractions.

POLICIES AND PROCEDURES

Our professional aquatic staff is not only responsible for safety at our aquatic facilities but also for providing outstanding service and the overall well-being of the staff and guests. At all times we want to protect our facility and staff from the risk of liability. It is imperative that our detailed policies and procedures be adhered to at all times to avoid areas of bias, to keep all staff members consistent, and to ensure that the City of Gilroy is not liable in any situation.

SAFETY PROGRAM

Lifeguards are required to attend one hour of in-service training per week. In-service trainings will be offered a minimum of two days per week. Advanced notice will be given for in-service training and all Lifeguards are expected to attend or make prior arrangements to schedule an alternative session. Failure to attend in-service trainings may result in termination. In-service trainings will generally be divided into pool and classroom sessions.

PREVENTATIVE MAINTENANCE

SFC's preventive maintenance program is designed to extend the life of facility components, reduce repair costs, and maintain optimal performance. Our approach includes regular inspections to detect early signs of wear, scheduled maintenance to minimize downtime, and diligent housekeeping to prevent debris buildup. Key focus areas include pool pumps and motors, chemical systems, controllers, and filters—each monitored and maintained on a routine schedule to ensure safe, efficient operations.

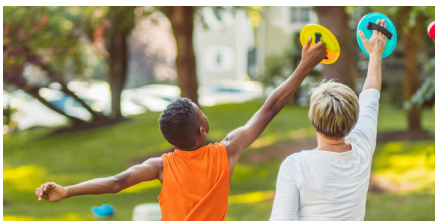
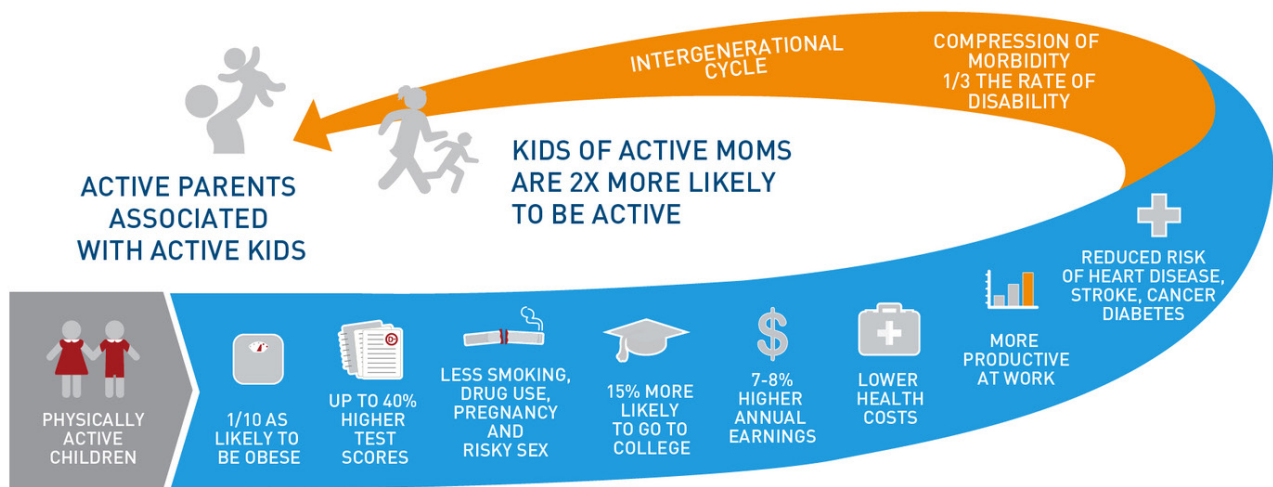
All practices align with the CDC's Model Aquatic Health Code (MAHC), ensuring the highest standards of safety and compliance. For new clients, SFC conducts a thorough facility assessment—reviewing existing documentation, performing on-site evaluations, and developing a comprehensive action plan with prioritized recommendations, life-cycle forecasting, and cost planning.

In the event of a closure, SFC maintains essential operations to preserve water quality and safety, ensures proper communication with staff and patrons, and performs full inspections before reopening. This proactive, standards-based approach minimizes long-term costs and ensures consistent, high-quality facility performance.

COMMUNITY INVOLVEMENT & OUTREACH

WE OFFER A FULL RENTAL PROGRAM FOR PARTIES OR AFTER-HOURS RENTALS. THE LOCAL COMMUNITY CAN REVIEW AND REGISTER ON OUR ONLINE PORTAL.

At SFC, we believe in the transformative power of sports and the significant impact our facilities have on families and communities. We understand that sports are more than just an activity—they are a powerful tool for growth, connection, and personal development. With over 3,500 employees, each with their own story of how sports have shaped their lives, we are committed to ensuring that every individual in our communities has access to sports, regardless of their background. This commitment extends beyond words—it's something we actively practice and financially support across our industry. To further this mission, we proudly partner with The Aspen Institute's Project Play. Through initiatives like these, we strive to open doors to sports participation, helping families thrive and communities grow stronger.



COMMUNITY PHILOSOPHY

At SFC, we truly believe in the impact that our facilities have on our communities. It is critical to our mission to ensure that every resident in our communities has access to sports, regardless of age, ability, gender, or income level. This is not a mantra we simply talk about, but one that we put into practice and one that we financially support across the industry, both inside and outside of our managed facilities.

ASPEN INSTITUTE PROJECT PLAY

SFC is a proud partner of The Aspen Institute's Project Play. The Aspen Institute has often been referred to as the "conscience of youth sports." Project Play's mission is to develop, apply, and share knowledge that helps build healthy communities through sports. The program identifies gaps in sports access and works with leading organizations such as SFC. Together, we can fill the gaps so that every child in America can access sports, regardless of zip code or ability.

The image above illustrates how physically active children are linked to healthier lifestyles and active parents, creating a continuous cycle.

PROGRAMS, SERVICES & SCHEDULE



INCREASING LOCAL-USE OPPORTUNITIES & COMMUNITY ENGAGEMENT

There are several events an aquatics facility can host to increase admissions, participation, and revenue. These can be annual events as well as those centered around holidays. A few we host in our facilities include:

CLASSROOM SESSIONS

- Training videos
- Work scheduling
- Scanning
- CPR
- Active rescues/ Passive rescues
- Spinals
- First aid
- Slide dispatch
- Rotations
- Critical thinking Lifeguard scenarios
- Team building exercises
- Discussions of personnel issues
- Report Writing
- Document Training
- Pre-Opening/ Closing Procedures
- Customer Service

EVENTS

- Dive In Movie Nights
- Family Twilight Swim
- Doggie Days
- Easter Egg Hunt
- Summer Splash With Santa
- Back to School Splash
- Water Safety Wednesday
- Senior Water Walkers
- Mothers Day Luau
- Fathers Day Luau
- Food Truck Fridays



PRIVATE PARTIES

Private parties are typically made available after the facility closes. Reservations, secured with payment, must be made at least one month in advance (subject to availability). There is a limit of one party per day per area. Lifeguards are provided with each reservation.



BIRTHDAY PARTIES

Spaces are available to rent for groups to hold birthday parties. The fee will include the rental of the space and a charge for each person joining the party (group rates will apply).

- Small group table: \$40 (2 hours)
- Large Group: \$100 - \$200 (2-4 hours)
- Multi-Purpose Room: \$50-\$100 per hour, minimum 2-hour rental



ADA - AQUATIC PROGRAMMING

Aquatic therapy is rehabilitation performed in water and involves physical activity, exercise and motion in the presence of an aquatic therapist, sometimes referred to as an aquatic therapy provider. Participation in an aquatics program is to improve overall health and fitness, to increase stretching capacity, range of motion, movement capabilities, coordination, physical stamina and endurance; to partake in cardiovascular exercise at the participants target heart rate; to understand the concepts of a fitness program; and to improve swimming safety, skills and abilities.



POOL PROGRAMS

Generally, contemporary aquatic design and programming serve five defined user groups: competition, recreational and leisure, lessons and instructional, fitness and wellness, and therapeutic users. If managed appropriately, an aquatic facility can accommodate all user groups by creating a flexible and functional facility to maximize efficient use.



SWIM LESSONS

Both group and private lessons will be made available at the facility. All program fees will be approved by the City/County, but the following is an example of pricing structure.

- Swim Lessons (8) 30 min:
 - » Early Bird Registration \$55
 - » Late Registration \$65
- Semi-Private Lessons (4) 30 min: \$50
- Private Lessons (1) 30 min: \$30

SUMMER PROGRAMMING

A summer-only recreation swim team can be created if not already in place for children ages 5-15.



SFC is a National Training Provider and follows the curriculum of the American Red Cross®. All of our lesson instructors are ARC certified and have experience in teaching children of all ages and abilities. If a facility has another program in place, we work towards making the transition over appropriate time.



We reach out and work with area directors in developing and promoting AAC as the swim training and event destination for the Special Olympics. Our facilities can also be used for other activities, programs and meeting the Special Olympics offers.



If there is a current USA Swimming® club team in place, we look to continue this relationship and help build the program through our feeder program. These team members also become our lifeguards and swim lesson instructors, offering local HS and College students well-paying summer and year-round jobs.



Junior Lifeguard Camp is a great way to teach teens ages 10-15 responsibility and skills. Students will be introduced to basic lifeguard skills, including water safety, rescue, CPR/AED and First Aid. At age 16, these teens can attend an ARC Lifeguard Certification course and be able to work at our facilities.



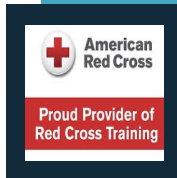
We help to create a registered United States Masters Swimming Club® (USMS) offered to all adults over the age of 18. Whether you're a competitive swimmer, triathlete or just looking to exercise, we offer structured training at convenient hours. Our Masters Coaches are required to be certified by USMS.



Tiger Sharks Summer Swim Team is a summer-only swim team can be available for all children ages 5 - 15. This is a fun, low-key team introducing children to the world of competitive swimming. This is also designed to be a feeder program to the USA Swimming and local HS teams.



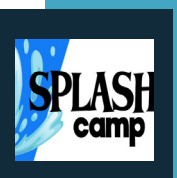
Infant Swimming Resource (ISR) is the nation's industry leader in providing water adjustment swim lessons to infants of 6 months up to 2 years. We have our own certified instructor on staff and look to grow with 1-2 more instructors. This is also designed to be a feeder program into our ARC Learn-To-Swim Program.



We will be offering classes for CPR/AED and First Aid training and certification. The goal is to have our facilities be the go-to Red Cross provider in that area and surrounding communities. We also look to offer Red Cross Babysitting training and certification.



The Starfish Aquatics Institute (SAI) offers specialized training to pools and instructors who want to offer adaptive swim lessons. These lessons are for children and adults with both physical and emotional disabilities. These lessons are in big demand as there are very few facilities that offer this type of program.



These are theme-based, ½ day and full day weekly camps focused around water based activities. There will also be other activities such as arts and crafts and fun games, like water balloon war, etc. Each camp is led by camp counselors who are certified Lifeguards.

SAMPLE SPECIAL EVENT CALENDAR

Date	Event	Time	Fees
May 24th	Passholder Night	4:00pm-8:00pm	Passholders only: Free
May 25th	First Day the Pool is Open to Public	11:00am-6:00pm	Standard Rates
May 25th	RC Racing	9:00a-11:30a	Free
May 28th	Passholder Giveaway: Pbay Wet Bags	12:00p-6:00p	Free
June 2, 4, 6	Water Aerobics Launch	8:00a-9:00a	Free
	Dive In Movie: Movie TBD	Movie Starts: At Dark	Passholders: Free NonPassholders: \$5/each
June 14th	Father's Day Luau	7:00pm-9:00pm	\$5 per person, free to passholders
June 11th	Bring A Buddy	12:00p-6:00p	
June 26th	World's Largest Swimming Lesson	All Day	\$84 was 2022 rate for WLSL
	Dive In Movie: Movie TBD	Movie Starts: At Dark	Passholders: Free NonPassholders: \$5/each
July 3rd	Passholders: Free Hot Dog		
July 4th	Liberty Fest	7:00p-10:00p (until fireworks done)	Free to Passholders/\$10 non passholders MUST HAVE PASS
	Dive In Movie: Movie TBD CHRISTMAS	Movie Starts: At Dark	Passholders: Free NonPassholders: \$5/each
July 17th	Bring A Buddy	12:00p-6:00p	
July 20th	First Responders Appreciation Night	7:00pm-9:00pm	First Responders: Free Public: \$5
	Dive In Movie: Movie TBD	Gates Open: 8:00pm Movie Starts: At Dark (9:15ish)	NonPassholders: \$5/each
August 2nd	Splash and Dash		
August 4th	Parent's Night Out/Adult's Only Swim		
August 30th	Pelican Race: Edmond Kiwanis Club	Set up Friday (day before)	Ran by Kiwanis
Sept 6th	Doggie Paddles	9:00a-12:00p & 1:00p-4:00p	\$10 per Dog

PROGRAMMING SCHEDULE

STATE YOUR PROPOSED HOURS OF OPERATIONS.

- **Tues- Sun 8am –8pm**
(open earlier for lap swimmers and swim teams if needed)

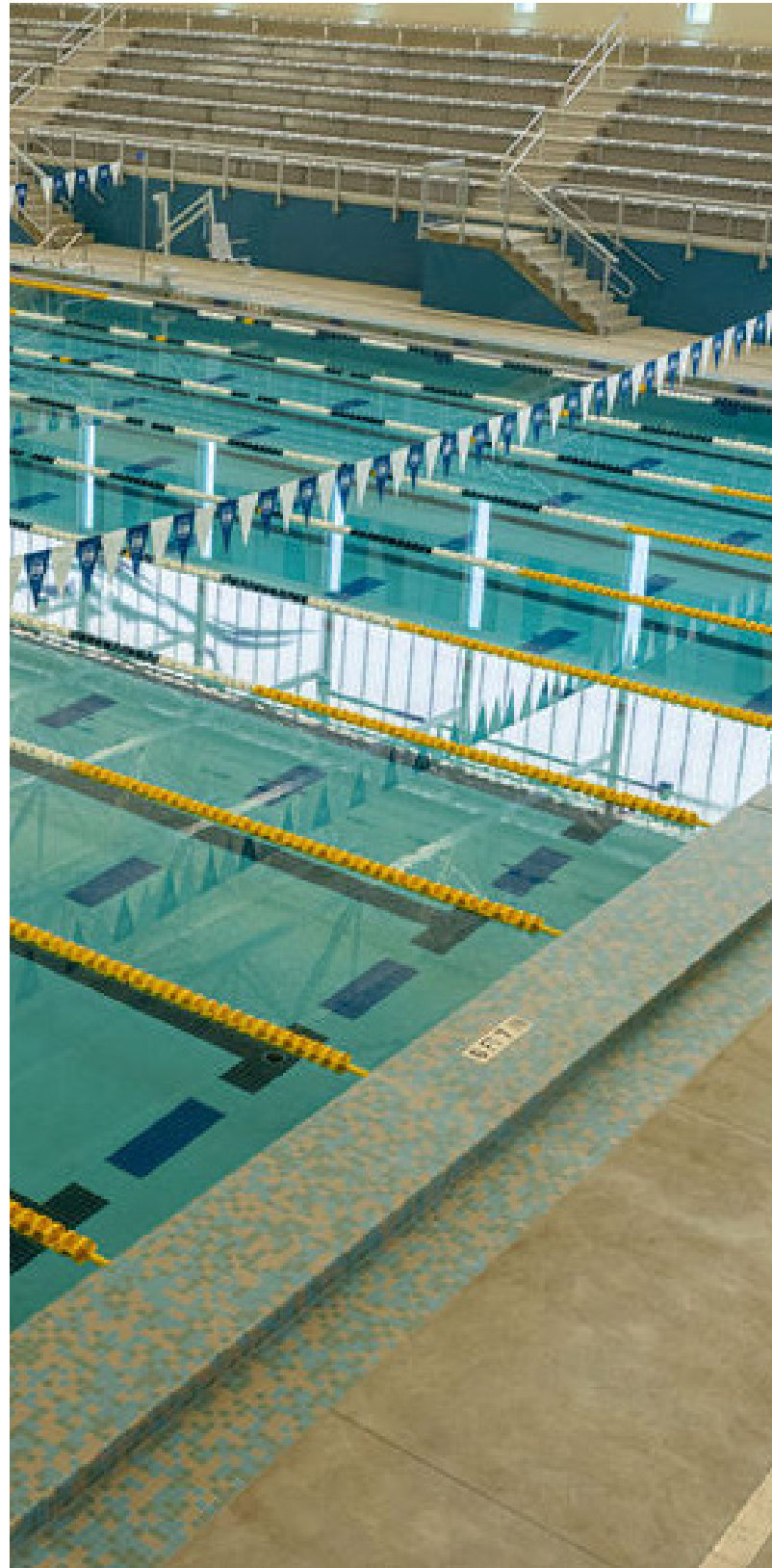
DESCRIBE YOUR SERVICE OFFERINGS FOR EACH AGE GROUP AND RANGE OF SKILLS AND ABILITIES.

- **Group Swim Lessons for all ages including:** infant lessons, mommy and tot, children of all ages, adults
- **Private Swim Lessons;** for children and adults
- **Adaptive Swim Lessons;** specialized lessons for children and adults with special needs
- **Water Fitness:** for adults of all ages
- **Recreation Summer Swim Team** – children ages 5-15
- **Summer Splash Camps** – Children 6-12
- **Junior Lifeguard Camps** – Children 11-14

Proposed fee schedule for participants for all classes, programs, and services to be offered to the community. State your approach to fee increases.

- **Morning Group Swim Lessons** 9am – 11am - \$140 for 8 lessons session
- **Private Swim Lessons** 9am – 11am, 5pm – 6pm - \$30-\$40 per lesson
- **Morning Water Fitness** 9am – 10am - \$5 per class
- **Evening Water Fitness** 6pm – 7pm - \$5 per class
- **Summer Splash Camps** 9am – 5pm (half day or full day Week camps) - \$100 for ½ day camp, \$150 for full day
- **Party Rentals** are offered all hours of the operating hours - \$75 per hour
- **After Hour Rentals** for entire pool for businesses and groups - \$600 for 2 hours

**Fee increases may be needed at times due to increased labor costs, food costs, chemical costs, and overall operating costs. Any fee increases are proposed to the city first including an estimated Pro-Forma to support the increases.*



MANAGEMENT FEE

SFC proposes a fixed, all-inclusive **management fee of \$198,000 per contract year**, invoiced monthly at **\$16,500.00**. This fee covers comprehensive management and administration of the **Christopher High School (CHS) Aquatics Center** summer operations and aligns with the City's model in which the **City retains program revenues and maintains pricing and program control**. SFC is **flexible** and open to collaboratively refining the fee structure with the City to reflect final scope, season length, program mix, and shared priorities.

What the fee includes

- **Full-service management and oversight:** On-site general management, assistant management, head guard/supervisory coverage, and centralized corporate support (HR/legal & risk, finance, marketing, IT, and compliance).
- **Staffing lifecycle:** Recruitment, hiring, scheduling, payroll administration, performance management, and employee relations for all seasonal aquatics roles.
- **Safety, training, and compliance:** Development and maintenance of Emergency Action Plans (EAPs), in-service schedules, certification tracking, and adherence to County Health, ADA, and Cal/OSHA waterslide requirements; preparation and readiness for inspections and audits.
- **Program delivery and customer service:** Turn-key execution of learn-to-swim, daily recreation swim, and optional lap swim/aqua fitness; gate operations, admissions, customer support, and issue resolution.
- **Low-cost swim lessons administration:** Implementation and reporting of a reduced-fee option for income-eligible youth, in coordination with City policy.
- **Marketing and communications:** Seasonal marketing plan, website/content support, email and social media campaigns, and on-site promotional signage to drive participation and awareness.
- **Financial controls and transparency:** Open-book monthly reporting (participation by fee class, resident/non-resident, passes/rentals), monthly budget-vs-actual variance reviews, and an annual business plan and budget.
- **Janitorial and consumables:** Operator-provided first aid supplies, janitorial products, and paper goods required to maintain customer-ready restrooms, showers, and public spaces throughout the season.

Revenue model (City-retained revenues and control)

- **City-retained program revenues:** The City retains all revenues from swim lessons, recreation swim, rentals, and any approved concessions; SFC does not retain program revenue and is compensated via the fixed management fee.
- **City control of pricing and policies:** The City sets and

approves program pricing, discount/scholarship policies, schedules, and program mix; SFC provides market benchmarking and recommendations for the City's consideration.

- **Collections and remittance per City policy:** SFC administers point-of-sale and daily reconciliation in accordance with City cash-handling and accounting policies; all receipts are recorded and remitted to the City as directed.
- **Comparable fees and equity:** Public program pricing guidance will be maintained at rates comparable to surrounding public aquatic programs, with a clearly defined, accessible low-cost youth lesson option for eligible households, as approved by the City.

CITY AND DISTRICT ALIGNMENT

- **City responsibilities acknowledged:** Building maintenance (non-janitorial), capital improvements, utilities, and annual waterslide inspection remain with the City per the City's scope.
- **GUSD coordination:** SFC coordinates with GUSD on facility access and adheres to District pool maintenance protocols; SFC performs required hourly water chemistry checks and notifies GUSD of any exceptions.

Insurance and risk management

- **Insurance compliance:** SFC maintains all required insurance (including the higher liability limits for waterslides), background checks, and documentation needed for inspections and audits.
- **Audits and documentation:** Seasonal safety audits, incident documentation, water slide inspection logs, and training records maintained and made available to the City upon request.

Deliverables and reporting cadence

- **Monthly reports:** Participation by program and fee class, resident/non-resident counts, passes and rentals, financial results, and operational notes.
- **Annual plan:** Pre-season business plan and budget with goals for participation, safety, financial performance, and community impact.

Term and invoicing

- **Annual fee:** \$198,000 per contract year.
- **Invoicing:** \$16,500.00 per month, net 30 days.
- **Escalation (optional):** At the City's discretion, SFC can hold the fee flat for year one and discuss a mutually agreeable CPI-based adjustment (capped) beginning in year two.
- **Fee flexibility (collaborative):** SFC is willing to explore alternative fee structures—such as seasonal adjustments, scope-based modifications, or phased approaches—through conversation and collaboration with the City to best align with shared objectives and final scope.

EQUITY & ACCESS: LOW-COST LESSONS AND FINANCIAL ASSISTANCE

The Sports Facilities Companies (SFC) will partner with the City of Gilroy to ensure cost is never a barrier to water safety. We will implement a simple, dignified pathway for income-eligible families to access low-cost learn-to-swim programming for youth (ages 6 months–17 years) who reside within the incorporated areas of Gilroy.

PROGRAM DESIGN

- **Low-Cost Youth Lessons (Required):** Offer a reduced-fee learn-to-swim track for eligible youth, coordinated with the City’s scholarship framework where available.
- **Set-Aside Capacity:** Reserve a defined percentage of lesson seats each session (e.g., 10–15% to start; adjusted to demand) and maintain a dynamic waitlist so reserved seats are fully utilized.
- **Sliding Scale & Caps:** Apply tiered discounts (e.g., 50% and 100%) based on need and available scholarship funds, with reasonable per-participant caps (e.g., number of discounted sessions per season) to maximize impact.

ELIGIBILITY AND VERIFICATION

- **Residency & Age:** Incorporated City of Gilroy residency and ages 6 months–17 years for low-cost lessons.
- **Simple Proof of Eligibility:** Acceptance of any one of the following: Free/Reduced-Price Meals, CalFresh/WIC/Medi-Cal/PG&E CARE, or City Youth Scholarship approval—plus proof of residency.
- **Plain-Language Process:** One-page bilingual (English/Spanish) form; staff support available on-site and online. All documentation handled confidentially.

REGISTRATION AND CUSTOMER EXPERIENCE

- **Early Access Window:** Offer a short pre-registration window for scholarship families to choose from set-aside seats before general registration.
- **Multiple Channels:** Enable in-person and online registration, with staff help to complete forms, verify eligibility, and place swimmers into appropriate levels.
- **Payment Flexibility:** Provide interest-free installment options for any residual fees and clearly publish timelines, refund policies, and attendance expectations.

FUNDING APPROACH

- **City Scholarship Alignment:** Leverage the City’s existing Youth Scholarship processes when available to avoid duplicative screening and streamline family experience.
- **Sponsor-Backed Pool:** Seek local sponsorships and donations (e.g., “Learn-to-Swim Partner”) to expand scholarship capacity without increasing City costs.
- **Comparable Pricing:** Maintain community-appropriate, comparable rates for all other public programs, prioritizing low-cost seats for foundational learn-to-swim classes.

OUTREACH AND COMMUNICATIONS

- **Bilingual Outreach:** Provide English/Spanish materials, website updates, social posts, email campaigns, and on-site signage; include program details in the City’s Recreation Guide.
- **Community Partners:** Collaborate with GUSD, neighborhood groups, youth-serving nonprofits, and faith-based partners to identify eligible families and drive enrollment.

REPORTING AND ACCOUNTABILITY

- **Monthly Reporting (Seasonal):** Provide counts by program and fee class, resident vs. non-resident participation, passes and rentals, and the number of low-cost lesson participants.
- **Data Privacy:** Collect only what is necessary to validate eligibility and outcomes; protect personal information in alignment with City practices.
- **Continuous Improvement:** Gather post-session feedback, review fill rates for set-aside seats, and adjust discount tiers and capacity with City approval.

COMPLIANCE AND COORDINATION

- **Policy Alignment:** Maintain comparable public pricing and provide a low-cost youth lesson option consistent with City expectations.
- **ADA & Inclusion:** Provide reasonable accommodations and ensure accessible registration and communication channels.
- **One-Team Approach:** Meet regularly with City staff to review demand, scholarship utilization, and operational adjustments to sustain equitable access and program quality.

STAFFING PLAN

OPERATING MODE	ON-DECK SUPERVISION	LIFEGUARDS (ZONES)	LESSONS/ PROGRAMS	ADMISSIONS	NOTES
Summer: Weekday daytime	Head Guard + Assistant	4-6	4-8 instructors	1-2	Add rovers for breaks and features; admissions scales to 2 at peak
Summer: Evenings	Head Guard	3-5	2-6 instructors	1	Rentals layered after public close add 1 lifeguard per activity zone
Event/Rental overlay	Supervisor or Manager	+1-3 versus baseline	+ instructors as booked	+1 (if >100 guests)	Dedicated coverage per reservation type and zone layout

ROLE	SUMMER HEADCOUNT	SUMMER WEEKLY HOURS
Aquatics Manager (FT)	1	45-50 (pre-opening/post-close flex)
Assistant Manager (FT)	1	40-45
Head Lifeguards	3-4	60-80 total
Lifeguards	26-32	420-560 total
Swim Instructors	12-18	120-220 total
Admissions	6-8	100-140 total
Facility/Maintenance Tech	1	35-40
Custodial (FTE equiv.)	1	35-40



STAFFING PLAN CONT.

This staffing plan is meant to be a starting point as we gain more understanding around the goals and vision for Gilroy's summer aquatic plan. This is very much a collaborative effort as we start planning and ultimately set the budget for the next summer aquatic season.

ORGANIZATIONAL STRUCTURE

A lean leadership core with clear on-deck supervision and sufficient bench strength for peak periods.

- **Aquatics Manager (1 FT)**
Owns operations, staffing, compliance, scheduling, and City/school partner coordination.
- **Assistant Aquatics Manager (1 FT)**
Leads daily scheduling, training calendar, inventory, and shift supervision.
- **Head Lifeguards / Supervisors (3–4 PT/FT mix; at least 1 on duty when pool is open)**
On-deck lead, relief rotations, incident command, and coaching for new staff.
- **Lifeguards (26–32 PT)**
Primary surveillance; cross-trained to assist with basic water testing and guest service.
- **Swim Instructors (12–18 PT)**
Learn-to-swim, parent/child, stroke development; many guards dual-hatted as instructors.
- **Front Desk / Admissions (6–8 PT)**
Check-in, POS, program/service questions, and phone/email coverage.
- **Facility/Maintenance Tech (1 FT or shared FT-equivalent)**
Water chemistry, mechanical checks, preventative maintenance, and vendor coordination.
- **Custodial (1.0 FTE equivalent, scheduled to match open hours and turnover)**
Locker rooms, deck cleanliness, and daily reset.

PROGRAM STAFFING RATIOS

Designed for safety, instruction quality, and throughput.

- **Parent/Child (6–36 months):** 1 instructor per 8 pairs; shallow zone; visual aids.
- **Preschool (3–5 yrs):** 1:4–5 based on ability.
- **Youth Learn-to-Swim (6–12 yrs):** 1:6 for levels 1–3; 1:8 for levels 4+.
- **Teen/Adult Learn-to-Swim:** 1:6–8; add deep-water aide as needed.
- **Stroke Clinic/Pre-team:** 1 coach per 10–12 swimmers; lifeguard coverage remains separate.
- **Water Fitness:** Up to 20:1 instructor-to-participant with lifeguard on duty.
- **Camps / Large groups:** Group leader ratios per City policy (e.g., 1:8–10 for youth); lifeguards independent of group leaders.





**MIKE
KELLY**

**DEPARTMENT HEAD
VENUE OPERATIONS**

OPERATIONS TEAM

**PROJECT ROLE: OPERATIONAL DEVELOPMENT,
EXECUTIVE STRATEGY IMPLEMENTATION**

Our operations team will provide a service model that includes reporting to Christopher High School Aquatics Center with full transparency and control. We provide guidance on all things involving the day-to-day oversight of all aspects of the venue. We will be an extension of your team to serve the City, community, and guests.

Our team executes tasks and processes so that facilities open on-time, on-budget, and on-brand. We will report weekly, monthly, and annually on progress in each area as needed. SFC representatives will meet with the team and other key stakeholder representatives through an agreed upon schedule of weekly and monthly meetings.

KEY CAPABILITIES

- Staff Management / Team Development
- Venue Leadership
- Technology Integration & Expansion



JOHN SPARKS
SVP of Venue Management



JACK ADAMS
SVP of Venue Management



WES HALL
SVP of Venue Management



KELLY KRUKOV
SVP of Venue Management



TODD YANCEY
SVP of Venue Management



PATRICK O'BRIEN
SVP of Venue Management



JOE DERING
Sr Vice President



JESS KUHL
Vice President, Venue Management



DAVID BOUNDS
Vice President, Venue Management



COLE LACEY
Vice President, Venue Management



KEN COBB
Vice President, Aquatics Operations



LOU LOMBARDO
Vice President, Venue Management



ANTHONY MAIDEN
Vice President, Venue Management



DAN SMITH
Food and Beverage Supervisor



JOSH CALLAHAN
Vice President, Venue Management



TODD SAMPSON
Director of Food & Beverage

EMPLOYEE STAFF & TRAINING

SFC has developed extensive resources with in-house expertise in finance, marketing, legal & risk, human resources, financial forecasting, event booking, and more. This team will support every aspect of the Christopher High School Aquatics Center, ensuring that we are able to attract the very best talent to the facilities and that the on-site staff is supported by the very best resources and tools to be successful in their jobs.

ONE TEAM, ONE NETWORK

People are the lifeblood of any organization, but it is never truer than in a sports, recreation, or events facility. Our People & Culture Team is dedicated to ensuring all SFC team members in the SF Network have the support, development, and leadership they need to be successful. We also manage the tactical and operational elements of traditional HR duties.

Our People & Culture Team will provide:

- Recruiting/Talent Acquisition Services
- Document Resources including Employee Handbooks
- Benefits Management
- SFC Cultural Onboarding
- Ongoing Leadership Training & SFC Summits
- Staff Change Management
- Succession Planning

GROWTH & INNOVATION RESOURCES

SFC brings a culture of creativity and innovation. We incentivize team members to share process improvement, ideas, and best practices, as well as celebrate those who excel in innovation. This includes technology, sponsorship partners, services, philanthropic initiatives, processes, and programs. The sports and entertainment industry is evolving rapidly and SFC dedicates capital and human resources to keeping the City of Gilroy at the forefront of service and guest experience.

STAFF ONBOARDING

Along with in-person/on-site training, SFC utilizes an online onboarding process that will introduce the team member to both the facility and the SF Network. As part of this system, SFC will work with the City to develop venue-specific training videos and messaging that will ensure the vision, processes, and expectations of the City remain front and center. The goal of this process is to ensure that we find the right fit for each and every hire (full time and hourly), reducing turnover and minimizing costs.

STAFF TRAINING & DEVELOPMENT

SFC full-time facility staff have custom onboarding plans and leadership training at our corporate headquarters in Clearwater, FL where they have access to our specialty support departments within their first month with SFC. For General Managers and select leadership staff, SFC also hosts on-site leadership training at our Spring GM Summit and the SFC Leadership Summit each fall. These events offer time for best practice sharing among all senior leadership in the SF Network as well as new policy roll-out, process/change review, best practices, inspirational speakers, and more tactical development sessions (e.g. booking best practices). Our corporate offices and subject matter experts also offer a variety of training and think tank sessions to collaborate on ways to innovate and improve processes. In addition, SFC hosts corporate-wide manager and vice president calls and meetings to encourage collaboration and idea-sharing across our venues.

INTERNSHIPS & CAREER OPPORTUNITIES

SFC will work with the City to develop programs designed to provide student internships at the Christopher High School Aquatics Center as well as throughout our network of facilities. SFC will work with the City as well as local Colleges to develop a program that is more than a solution to operations, but instead a dedicated career path for students. As an example, the John T. Rhodes Myrtle Beach Sports Center partners with Coastal Carolina University and Horry Technical College to create a robust internship program at our facility. 80% of our current full-time staff at the John T. Rhodes Myrtle Beach Sports Center came through this internship program.

“OUR CAPORELLA AQUATIC CENTER HAS THE HIGHEST SAFETY STANDARDS, THE GUEST EXPERIENCE PROVIDED IS TERRIFIC, AND OUR PROGRAMS ARE GROWING EACH YEAR. WE HAVE A GREAT PARTNERSHIP WITH SFC.”

SAMMIE MONROE
RECREATION MANAGER

ATTACHMENT A

Aquatic Center Operations - SFC Bid Propo

ID #	Program / Service	Estimated Costs (\$)	Estimated User Fee Revenues (\$)
1	Swim Lessons - <i>Group</i>	\$ 4,700.00	\$ 13,440.00
2	Public/Recreation Swim	\$ 11,000.00	\$ 43,750.00
3	Lifeguard Training	\$ 1,500.00	\$ 6,000.00
4	Swim Team / Clubs	\$ 2,250.00	\$ 4,500.00
5	Facility Rentals	\$ 2,700.00	\$ 10,800.00
6	Food/Concessions Operations	\$ 9,100.00	\$ 26,250.00
7	Swim Lessons - <i>Private</i>	\$ 2,880.00	\$ 7,200.00
8	Swim Lessons - <i>Special Needs</i>	\$ 1,800.00	\$ 3,600.00
9	Water Fitness Classes	\$ 1,400.00	\$ 3,600.00
10	Special Events	\$ 1,000.00	\$ 2,000.00
11	Other (Specify)		
12	Other (Specify)		
13	Other (Specify)		
14	Other (Specify)		
15	Other (Specify)		
TOTAL		\$ 38,330.00	\$ 121,140.00

ALSO SEE ASSUMPTIONS TAB

INSTRUCTIONS:

1. Complete all fields for each program or service where you are proposing to provide operations.
2. Enter your estimated costs, expected revenues, and requested management fee for each program.
3. The 'Net' column will auto-calculate (Revenues - Costs).
4. Totals are provided automatically at the bottom.
5. Add additional rows if needed for other programs/services.
6. Enter \$0 for any programs listed that your organization will not or cannot provide.
7. Submit the completed form as part of your bid proposal.

REFERENCES, KEY STAFF & MANAGEMENT



SPORTS FACILITIES COMPANIES REFERENCES

City of Edmond, OK

Brad Raney, Director of Parks & Rec

p 405-216-7639

pelicanbayaquatics.com



City of Artesia

John P. Anguiano, Director of Facilities

e janguiano@artesiaaquaticcenter.com **p** 575-746-8525

artesiaaquaticcenter.com



City of Albertville, AL

Tracy Honea, Mayor

e mayorhonea@cityofalbertville.com **p** 256-891-8208

sandmountainpark.com





SPORTS TOURISM • COMMUNITY RECREATION • OUTDOOR

PROJECT STATISTICS & PERFORMANCE HIGHLIGHTS

SIZE

17 acres

FEATURES

- 25-Yard Leisure Pool
- Cabanas
- Zero Entry Areas
- Water Slide & Splash Pad
- On-Site Kitchen
- Climbing Wall

FIRM ROLES & SERVICES

Management

Full-Time Management

CH Role

- Financial Forecasting
- Safety Training



PELICAN BAY AQUATIC CENTER

EDMOND, OK

Earning the designation as a 2021 Top 3 Amusement Park in Oklahoma City by Three Best Rated®, Pelican Bay Aquatic Center offers all things fun-in-the-sun, including open swim, lessons, party rentals, and more.

In 2015, and again in 2021, the City retained the team of SF Companies and Counsilman-Hunsaker to provide full-time management services for the first five years of operation. Through aggressive social media and email campaigning and facility rebranding, SFC increased pool attendance numbers and profitability year over year. Counsilman-Hunsaker was engaged to provide maintenance and safety training, staff operations, programming, and swim lesson oversight.



COMMUNITY RECREATION • AQUATICS • INDOOR/OUTDOOR

PROJECT STATISTICS & PERFORMANCE HIGHLIGHTS

SIZE

10 acres

FEATURES

- Natorium with 2 Indoor Pools
- 25-Yard/8-Lane Competition Pool
- 60-Foot/4-Lane Warm-Up Pool
- 25-Foot Tall Oil Rig Water Feature
- Outdoor 4,000 ft² Recreation Pool
- Lazy River
- Three Large Slides

FIRM ROLES & SERVICES

Management

- Financial Forecasting
- Full-Time Management

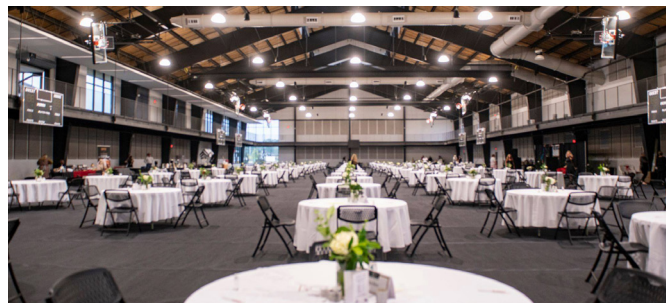


ARTESIA AQUATIC CENTER

ARTESIA, NM

Artesia Aquatic Center is located in Artesia, NM and features two indoor pools as well as a large outdoor recreational pool in the shape of a bulldog. The outdoor pool has a zero depth entry, a lazy river, three large slides, and a 25-foot tall oil rig that shoots water out of the top. The pool deck has plenty of space to host family picnics and activities.

SFC's role in management includes event booking, marketing, strategic planning, and full-time management of the aquatic center. SFC is engaged as the outsourced management solution for the complex.



SPORTS TOURISM • COMMUNITY RECREATION • INDOOR/OUTDOOR

PROJECT STATISTICS & PERFORMANCE HIGHLIGHTS

SIZE

130 acres, 100,000 ft²

FEATURES

4 Basketball / 8 Volleyball Courts
4 Baseball & 5 Softball Fields
5 Multi-Purpose Fields
Membership-Based Wellness Center
16-Court Tennis Center
Indoor / Outdoor Pool & Aquatic Center

FIRM ROLES & SERVICES

Advisory

Financial Forecasting
Program Planning

Development

Venue Planning
FF&E Procurement

Management

Pre-Opening Management
Full-Time Management



SAND MOUNTAIN PARK & AMPHITHEATER

ALBERTVILLE, AL

Sand Mountain Park is an exceptional project in Albertville, Alabama, with 130 acres of sports, recreation, and entertainment areas. This facility offers a wide variety of both local use and sports tourism use for all guests to enjoy just over an hour north of Birmingham.

SFC's role in pre-opening development included business development, event booking, brand development and marketing, strategic planning, hiring and organizational structure definition. SFC was also contracted for FF&E and Venue Planning services including, fixture and equipment procurement and design consultation. SFC is engaged as the outsourced management solution for the entire 130 acre complex inclusive of sports tourism and local park and recreation programming.

SFC & THE CITY OF GILROY TEAM ORGANIZATION CHART



CONTRACT PERFORMANCE



RELATIONSHIP MANAGEMENT APPROACH

Sports Facilities Companies (SFC) assigns a dedicated Vice President of Venue Management (Ken Cobb) as your single point of contact backed by our venue operations, HR/risk, finance, and marketing teams. We operate with open-book transparency, sharing monthly financials and participation data, and conducting quarterly strategy reviews tied to mutually agreed KPIs (safety, customer satisfaction, access/equity, and cost recovery). We map stakeholders (City leadership, Parks/Recreation, Risk/Legal, Finance, and School District partners where applicable), establish an escalation path, and maintain a shared action tracker so priorities, decisions, and timelines are clear.

COLLABORATION MODEL

Co-planning and co-governance: We align annual goals in a joint business plan and budget, confirm approved policies and fee structures, and set a standing cadence:

- Weekly check-ins on operations, staffing, safety, and customer feedback.
- Monthly GM and finance reporting with variance analysis and corrective actions.
- Quarterly performance review focused on KPIs, equity access, and program optimization.

Community alignment: We coordinate marketing/communications with City channels, integrate ADA and inclusion practices, and collaborate with schools, nonprofits, and sponsors to expand access (e.g., low-cost lessons, scholarships).

SEAMLESS TRANSITION PLAN

Pre-transition (T-30 to T-1 days)

- Due diligence: facility walkthroughs, safety and EAP review, inventory and vendor mapping, current program/schedule capture, and staff interviews.
- HR pipeline and retention: prioritize hiring or retaining qualified incumbents; launch parallel onboarding (background checks, certifications), schedule cross-training.
- Systems and compliance: confirm POS/registration, financial workflows, insurance, permits, and inspection readiness.



Go-Live (T0 to T+30 days)

- “No-disruption” commitment: maintain posted schedules, honor existing registrations and fee structures, and stabilize staffing and rotations.
- Safety first: implement daily briefings, in-service schedule, and incident reporting; complete any immediate corrective actions.
- Customer communications: bilingual notices across City/SFC web and on-site signage; set up a service desk and fast response loop.

Stabilize and optimize (T+31 to T+90 days)

- Fine-tune staffing levels, lesson leveling, and lane/time allocations based on demand.
- Launch set-aside low-cost lesson seats; publish participation and satisfaction metrics.
- Present a 90-day transition report with wins, lessons learned, and next-step priorities.

ACCOUNTABILITY AND CONTINUOUS IMPROVEMENT

KPIs at a glance: safety compliance, customer satisfaction, participation by fee class and residency, schedule reliability, and financial performance. We use monthly variance reviews and quarterly strategy sessions to adjust programming, pricing alignment, and resource allocation—always with City approval and community impact in mind.

TRANSITION TIMELINE

FIRST 10 DAYS:

- Physical & digital security; all locks, passwords, alarms, cameras, access, POS
- Interview & hire from the existing team
- All hiring and onboarding processes: mission, vision, values, roles, expectations
- Ensure current activities have staff scheduled to execute
- Access to bank (operating) account
- Take inventory, & order product as needed for near-term use
- Set up insurance (GL, etc.)

FIRST 30 DAYS:

- Develop an organizational chart
- Develop an accountability chart
- Develop a dedicated budget for the facility
- Develop a monthly report that tracks expenses
- Develop a weekly GM report on KPI
- Develop an operating software that integrates with financial reporting software
- Develop a financial performance tracking system
- Develop a structure in which all directors have access to and accountability for
- Develop a robust cost of goods sold structure
- Develop a schedule for financial tracking and re-forecasting
- Develop management systems training
- Develop building systems training

FIRST 60 DAYS:

- A hierarchy of users for software
- A dedicated marketing plan and budget
 - An annual marketing plan
 - A marketing action
- A marketing effectiveness tracking system
 - A standard analysis and forecast tool
- A dedicated budget for each program
 - A performance dashboard
- A set of specific growth goals

FIRST 90 DAYS:

- An easy online registration platform
- An annual or semi-annual review structure
- A staff development plan
- Identification of training requirements and ongoing education
- An incentive program
- A trend report
- A new program concept
- A standard survey and customer feedback process
- A bid requirement for major expenses
- A maintenance plan and work order system
- A capital improvement
- Financial (planning, programs, etc.)
- Technology (programs, platforms, etc.)
- Operations (programs, staffing, etc.)
- Marketing and sales
- Concessions: retail, food & beverage
- Customer service training
- Food quality
- Point of sale & execution
- Business operation

TRANSITIONING WITH SFC

For over 20 years, we have successfully managed both new and existing facilities. We have a tried-and-true process that we will start from to set both short and long-term goals for Christopher High School Aquatics Center. We will set your transition plans based on your mission, vision, goals, and strategy. **YOUR VISION IS OUR VISION.** We will be there with you through every step to adjust when and where needed.

35% of the venues that SFC manages had existing operations in place when we were brought on board. While circumstances around the transition are unique, the City of Gilroy is not facing an unusual situation. Enhancing the efficiency of existing facilities is a central focus of our expertise. Although the rationale and context may vary for each situation, facility, and client, there are frequently shared lessons and best practices that underscore our approach.

INQUIRY OVER ADVOCACY

While offering pre-loaded solutions might seem like a swift victory, it proves counterproductive to the sustained success of operations. To make well-informed decisions, our team places a premium on posing inquiries, gathering information, and critically evaluating viewpoints from all stakeholders—ranging from city officials and on-site staff to previous guests and event rights holders. This methodology enables us to unravel your unique operational landscape, build trust with staff and stakeholders, and swiftly amass the knowledge needed to initiate a successful operational strategy.

PRIORITIZATION IS PARAMOUNT

Whether it's the first time or the 36th time assuming operations of a venue, the initial inclination is often to rectify as many issues as possible, as quickly as possible. However, instead of attempting to fix everything outright, our primary objective is to identify a comprehensive list of items through the inquiry process outlined earlier.

Prioritization isn't solely based on the long-term impact of an item; various factors are considered. For instance, while implementing a comprehensive video streaming system may offer significant long-term benefits to the operations, it might be more judicious to initially establish standard operating procedures for straightforward tasks like proper equipment storage.

The comprehensive list of needs is not disregarded; rather, items beyond the top priorities are managed with less intensity until the prioritized tasks are completed. By concentrating efforts on a select number of key objectives, we enhance our capacity to make substantial progress and achieve success in those specific areas.

RESOURCES, RESOURCES, RESOURCES

Operational challenges in facilities are frequently rooted in resource limitations rather than deficiencies in staff quality. Over the past two decades, SFC has consistently reinvested in our corporate support staff and resources, establishing a robust back-of-house infrastructure tailored to cater to the diverse needs of our venue operations and teams.

Upon assuming management of existing operations, we often discover that staff either lacks access to an extensive range of dedicated resources or relies on resources drawn from other venues within the operating entity. In both cases, the venue fails to benefit from staff or support resources fully committed to its success. It is evident that obtaining 33% attention and efficiency from three individuals does not yield the same outcomes as receiving 100% attention from one dedicated source.



TERMINATED CONTRACTS

Sports Facilities Management, LLC does not have any terminated contracts related to aquatics operations.



PUBLIC COMMUNICATION & REGISTRATION



CUSTOMER SERVICE

TRACKING IMPACT

In addition to quantitative analysis captured through our hotel software and on-site ticket/visitor tracking, SFC will also employ staff and intern teams throughout the year to survey participants and visitors in each area of the complex. This feedback will be used to help measure more qualitative impacts such as guest experience, customer service, quality of facilities, food quality, etc. While tracking spending and hotel room nights allows us to quantify ROI for the City, it is the tracking of, and reaction to, guest experience performance that will ultimately give our collective team the opportunity to turn each and every visit to the Christopher High School Aquatics Center into a positive experience, driving return visits and additional ROI.

SFC is not learning on the job - we provide this service in all of our managed venues and will immediately work with the City of Gilroy to design custom reporting based on the facility's definitions of success. Moreover, SFC is the standard and trusted resource in the industry for creating benchmarking and KPIs on facility operations. Showcased with examples, our KPI reporting is designed to provide transparency to our partner facilities and offer up-to-date information on overall event success.

ANNUAL REPORT

SFC will deliver an annual report to the City which will look at the overall success of the facility in all areas, including local activation, economic impact, and financial performance. At the conclusion of this annual report, SFC will utilize the previous years' results to immediately start the process over again by working directly with the City to create the following year's business plan.

YOUR GOALS ARE OUR GOALS

In this collaborative process, SFC and the City will work to redefine the facility's definitions of success, revisit facility goals, and ensure that our SFC staff is focused on the City's vision. Your goals are our goals and it is our commitment to ensure that, as the facility develops and grows, we consistently have an open line of communication with City staff and stakeholders to not only meet, but exceed expectations.



GUEST FIRST

SFC employs a company-wide Guest First policy and training to ensure all SFC employees provide the best service to anyone visiting our facilities. Company-wide, we have a 90% retention rate on tournaments and events that return year after year. This success stems from our ability to focus on providing the best possible guest experience to every person that visits our facilities.

To ensure that our Guest First policy is consistent across all venues, each SFC team member is introduced to Guest First training during onboarding with our corporate People & Culture team on their first day of employment. In addition to the initial training, each venue hosts regular, venue-specific re-training to ensure Guest First is always priority.

All SF Network venues are provided with signage to instill reminders about the importance of guest service and overall guest satisfaction.



QUALITY ASSURANCE, RISK MANAGEMENT, & INSURANCE



RISK MANAGEMENT & SAFETY

OUR RISK MANAGEMENT PROGRAM IS BROKEN DOWN INTO FOUR IMPORTANT ELEMENTS:



1

INSURANCE POLICIES

SFC carries comprehensive insurance policies at all of our venues that meet or exceed the standard insurance requirements. Depending on the facility and management structure, these coverages may include: accident, general liability, workers' compensation, auto, and property insurance. Due to SFC's extensive list of unique facilities and features, we are also capable of sourcing innovative insurance solutions for aquatics venues.



2

WAIVERS & AGREEMENTS

SFC's risk management program includes waivers and agreements for facility participants, subcontractors, and event owners to mitigate or transfer financial responsibility if an incident should occur. Examples of these waivers are: participant waiver and release of liability, medical consent form, image release, facility use agreements, sub-contractor, and vendor agreements.



3

FACILITY POLICY & PROCEDURES

SFC facility staff is routinely trained on SFC's risk management policies and procedures and the appropriate resources to use if an incident does occur. This includes:

- Daily Facility Walk-Throughs
- Equipment Inspections
- Kitchen Safety
- First Aid
- Accident Reports
- Fire and Severe Weather Policies
- Fall Prevention



4

SECURITY

The safety of our guests is the number one priority in all of our venues. In a time where facilities of all shapes and sizes are dealing with threats ranging from small incidents to mass casualty situations, it is imperative that all staff is trained in a wide range of scenarios. Seconds and minutes matter. SFC repeatedly trains our staff in a multitude of situations to react swiftly and correctly in any situation. From tournaments to the SEC Championship and 10,000 person concerts; SFC is well versed in events of all shapes and sizes - each of which comes with their own unique challenges.

Settled Litigation

- 1. Sherry Owens v. SFM Aquatics, LLC and Sports Facilities Management, LLC, District Court of Oklahoma County, State of Oklahoma, Case No. CJ-2016-3847.** The Plaintiff alleged that she injured both shoulders when knee scooter struck uneven concrete causing her to fall to the ground at the Pelican Bay Aquatic Center, a facility managed by SFM Aquatics and owned by the City of Edmond. Case was settled and dismissed prior to trial for \$[●] [and no payments remain due or payable to plaintiff thereunder by the Company or any Subsidiary].¹
- 2. Jessica Phillips**
Received a demand to preserve evidence and initiated a claim with our insurer regarding injuries sustained by Jessica Phillips, a minor, who was recovered from the water by our lifeguard and was resuscitated at the Pelican Bay Aquatics Center, a facility managed by Sports Facilities Management, LLC in Edmond, Oklahoma. The City of Edmond received a Notice of Tort Claim on July 12, 2022, which must be filed at least ninety (90) days ahead of initiating a civil lawsuit against a municipal government in Oklahoma, alleging that the City and Sports Facilities Management were negligent. The Company is represented by counsel. Case was settled and dismissed prior to trial for \$[●].

FOUNDED IN 2003

THE SF NETWORK SPORTS FACILITIES COMPANIES

OUR MISSION

IMPROVE THE
HEALTH & ECONOMIC
VITALITY OF THE
COMMUNITIES
WE SERVE

3,000 COMMUNITIES
SERVED

\$15 BILLION
IN PLANNED & FUNDED FACILITIES

30 MILLION
ANNUAL VISITS TO SFC FACILITIES

3,500+
TEAM MEMBERS
AND GROWING

PLANNING
OPTIMIZATION



DEVELOPMENT
MANAGEMENT

THE VOICE OF THE INDUSTRY

ICMA

INTERNATIONAL CITY/COUNTY
MANAGEMENT ASSOCIATION



THE ASPEN INSTITUTE

PROJECT PLAY

FRPA

FLORIDA RECREATION
& PARK ASSOCIATION

THE SF NETWORK

THE SINGLE LARGEST & FASTEST GROWING SPORTS TOURISM NETWORK

WWW.THESFNETWORK.COM



City of Gilroy

STAFF REPORT

Agenda Item Title: Introduce for First Reading by Title Only An Ordinance to Amend Board and Commission Terms and Appointment Processes

Meeting Date: November 17, 2025
From: Brad Kilger, Interim City Administrator
Department: Administration
Submitted by: Kim Mancera, City Clerk
Prepared by: Kim Mancera, City Clerk

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

1. It is recommended that the City Council adopt an ordinance extending the current terms of all Board and Commission members whose terms are set to expire in even-numbered years by one year, thereby aligning all future term expirations with odd-numbered years;
2. Motion to read the ordinance by title only and waive further reading of the ordinance; and
3. Introduce the ordinance of the City Council of the City of Gilroy to reflect all future terms will expire in odd-numbered years.

EXECUTIVE SUMMARY

Staff has identified an opportunity to streamline the recruitment process and align all term expirations to occur in odd-numbered years. This adjustment would improve administrative efficiency, simplify scheduling for interviews and appointments, and align future recruitment activities with non-election years, allowing for a more consistent outreach and appointment process.

BACKGROUND

The City of Gilroy relies on several Boards and Commissions to provide recommendations and community input on a wide range of policy areas. These advisory bodies are essential in supporting the City Council's decision-making process and fostering public participation in local government.

The City of Gilroy conducts annual recruitments to fill vacancies on its Boards and Commissions. Currently, member terms are staggered between even and odd years, resulting in yearly recruitment and appointment cycles. While this structure has provided continuity, it has also created challenges in administering all recruitment cycles in consecutive years, particularly during election years when staff resources are heavily focused on Council transitions, onboarding, and other end-of-year legislative requirements.

In addition, aligning all expirations to odd-numbered years would:

- Simplify recruitment planning and advertising by creating a consistent biennial schedule.
- Allow the City to focus recruitment and appointment efforts in non-election years, when staff and Council workloads are more balanced.
- Improve coordination across departments that support multiple Boards and Commissions.
- Provide additional stability and continuity during election transitions.

ANALYSIS

Under the proposed ordinance, all existing Board and Commission terms that are set to expire in December of even-numbered years (e.g., 2024, 2026, 2028) would be extended by one year. This change will result in all term expirations occurring in odd-numbered years (e.g., 2025, 2027, 2029).

In an effort to stagger the appointments on the Personnel Commission, staff recommends extending terms for two (2) Personnel Commissioners (Nita Eddie-Mitchell and Melissa Haro) that expire on December 31, 2025, by two (2) years, to expire December 31, 2027, which will allow the commission to maintain a quorum and even out commissioner expiring terms for two (2) to expire in 2027 and three (3) to expire in 2029.

Additionally, to ensure a balanced mix of experienced and newly appointed members, staff recommends extending terms for one (1) Library Commissioner (Saied Nooshabadi) that expire on December 31, 2025, by two (2) years, to expire December 31, 2027. This will allow the commission to maintain experienced commissioners, which supports effective onboarding of new members and helps preserve the historical context of ongoing projects and policy discussions. The incumbent would welcome the opportunity to continue serving.

This one-time adjustment will not affect the length of future terms, which will remain consistent with the existing term lengths of four-years established for each body. Future appointments will follow the same rotation but on the new odd-year schedule.

Staff will continue to conduct mid-term recruitments as needed for any vacancies that occur before the new term expiration date.

The Youth Commission terms will remain unchanged, as their terms currently expire in June of each year, with recruitments occurring in the spring to align with the academic calendar.

The table below shows the current and proposed term expirations for all Boards and Commissions:

ARTS AND CULTURE COMMISSION TERMS

<u>Current Appointee</u>	<u>Current Term Expiration</u>	<u>Proposed Term Expiration</u>
Reynisson, Melanie	December 31, 2025	<i>no change - 2025</i>
McCormack, Camille	December 31, 2025	<i>no change - 2025</i>
Dario Villa, Ruben	December 31, 2026	December 31, 2027
Taylor, Steven	December 31, 2027	<i>no change - 2027</i>
Porter, Steven	December 31, 2027	<i>no change - 2027</i>
Zamora, Wendy	December 31, 2028	December 31, 2029
<i>Vacant</i>	December 31, 2026	December 31, 2027

BUILDING BOARD OF APPEALS TERMS

<u>Current Appointee</u>	<u>Current Term Expiration</u>	<u>Proposed Term Expiration</u>
--------------------------	--------------------------------	---------------------------------

Zhang, Zhuoyuan	December 31, 2026	December 31, 2027
Robinson Jr., Ronald	December 31, 2026	December 31, 2027
<i>Vacant</i>	December 31, 2027	<i>no change - 2027</i>
<i>Vacant</i>	December 31, 2028	December 31, 2029
<i>Vacant</i>	December 31, 2028	December 31, 2029

LIBRARY COMMISSION TERMS

<u>Current Appointee</u>	<u>Current Term Expiration</u>	<u>Proposed Term Expiration</u>
Nooshabadi, Saied	December 31, 2025	December 31, 2027
Coverson-Baxter, Victoria	December 31, 2028	December 31, 2029
Lowry, Kasandra	December 31, 2028	December 31, 2029
<i>Vacant</i>	December 31, 2026	December 31, 2027
<i>Vacant</i>	December 31, 2027	<i>no change - 2027</i>

OPEN GOVERNMENT COMMISSION TERMS

<u>Current Appointee</u>	<u>Current Term Expiration</u>	<u>Proposed Term Expiration</u>
Sandhu, Sharpy	December 31, 2025	<i>no change - 2025</i>
Somavia, Shayne	December 31, 2026	December 31, 2027
Sanchez Bentz, Diana	December 31, 2026	December 31, 2027
McCauley, Ann Marie	December 31, 2028	December 31, 2029
Krulee, Janet	December 31, 2028	December 31, 2029

PARKS AND RECREATION COMMISSION TERMS

<u>Current Appointee</u>	<u>Current Term Expiration</u>	<u>Proposed Term Expiration</u>
Miller, Emily	December 31, 2025	<i>no change - 2025</i>
Jimenez, Jesse	December 31, 2025	<i>no change - 2025</i>
Vargas, Jorge	December 31, 2025	<i>no change - 2025</i>
Ramirez, Luis	December 31, 2026	December 31, 2027
Bozzo, Salvatore	December 31, 2027	<i>no change - 2027</i>
Martinez, Javier	December 31, 2028	December 31, 2029
<i>Vacant</i>	December 31, 2027	<i>no change - 2027</i>

PERSONNEL COMMISSION TERMS

<u>Current Appointee</u>	<u>Current Term Expiration</u>	<u>Proposed Term Expiration</u>
Haro, Melissa	December 31, 2025	December 31, 2027
Edde-Mitchell, Nita	December 31, 2025	December 31, 2027
Cummings, Catherine	December 31, 2028	December 31, 2029
<i>Vacant</i>	December 31, 2026	December 31, 2029
<i>Vacant</i>	December 31, 2028	December 31, 2029

PHYSICALLY CHALLENGED BOARD OF APPEALS

<u>Current Appointee</u>	<u>Current Term Expiration</u>	<u>Proposed Term Expiration</u>
--------------------------	--------------------------------	---------------------------------

Machado, Marco	December 31, 2028	December 31, 2029
<i>Vacant</i>	December 31, 2025	December 31, 2027
<i>Vacant</i>	December 31, 2025	December 31, 2027
<i>Vacant</i>	December 31, 2025	December 31, 2027
<i>Vacant</i>	December 31, 2026	December 31, 2029

PLANNING COMMISSION TERMS

<u>Current Appointee</u>	<u>Current Term Expiration</u>	<u>Proposed Term Expiration</u>
Kushner, Annedore	December 31, 2025	<i>no change - 2025</i>
Leongardt, Adriana	December 31, 2025	<i>no change - 2025</i>
Bentson, Patricia	December 31, 2026	December 31, 2027
Bhandal, Manny	December 31, 2026	December 31, 2027
Elle, Stephanie	December 31, 2027	<i>no change - 2027</i>
Valdez, Monica	December 31, 2027	<i>no change - 2027</i>
Dauenhauer, Brian	December 31, 2028	December 31, 2029

ALTERNATIVES

Council could decide not to introduce the ordinance or to amend the ordinance.

FISCAL IMPACT/FUNDING SOURCE

There is no new fiscal impact to adopting the ordinance, and the effort to prepare this report was accommodated within existing resources and budgetary appropriations.

PUBLIC OUTREACH

NEXT STEPS

Attachments:

1. DRAFT Ordinance Board and Commission Recruitments

ORDINANCE NO. 2025-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GILROY AMENDING THE TERMS OF SERVICE FOR CITY BOARDS AND COMMISSIONS TO ALIGN EXPIRATIONS AND RECRUITMENTS WITH ODD-NUMBERED YEARS

WHEREAS, the City of Gilroy appoints members to various boards and commissions whose terms of service have historically been set to expire on December 31 every year; and

WHEREAS, Commission recruitments are currently held annually between October and January; and

WHEREAS, City staff has identified that aligning all board and commission term expirations and recruitment cycles to occur in odd-numbered years so as not to coincide with the general municipal elections to promote greater public participation and improve operational efficiencies in the commissioner appointment process; and

WHEREAS, adjusting the current terms of office by extending all board and commission terms that expire on December 31 of an even-numbered year by one (1) year will allow for a smooth transition to a consistent schedule where all terms expire on December 31 of odd-numbered years; and

WHEREAS, in an effort to stagger the appointments on the Personnel Commission the City Council desires extending terms for two (2) Personnel Commissioners (Nita Eddie-Mitchell and Melissa Haro) that expire on December 31, 2025, by two (2) years, to expire December 31, 2027, which will allow the commission to maintain a quorum and even out commissioner expiring terms for two (2) to expire in 2027 and three (3) to expire in 2029; and

WHEREAS, to ensure a balanced mix of experienced and newly appointed members, staff recommends extending terms for one (1) Library Commissioner (Saied Nooshabadi) that expire on December 31, 2025, by two (2) years, to expire December 31, 2027.

WHEREAS, this adjustment is administrative in nature and does not affect the rights or responsibilities of any appointed board or commission member, but instead promotes efficiency and consistency in City operations;

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

Section 1. Term Extension. All City of Gilroy board and commission member terms that are currently set to expire on December 31 of an even-numbered year shall be extended by one (1) year, with new expiration dates of December 31 of the following odd-numbered year.

Section 2. Alignment of Future Terms. All future board and commission appointments, reappointments, and term expirations shall occur on December 31 of odd-numbered years, beginning with the transition created by Section 1 of this Ordinance.

Section 3. Vacancies and Recruitment. Should a board or commission position become vacant at any time prior to the end of the appointed term, City staff shall conduct a recruitment process to fill the vacancy in accordance with established City procedures.

Any individual appointed to fill a vacancy shall serve for the remainder of the unexpired term, maintaining alignment with the overall schedule of term expirations on December 31 of odd-numbered years.

Section 4. Youth Commission Exception. The Youth Commission shall remain on its existing term cycle. Current Youth Commission member terms, which expire annually in June, shall not be extended and will continue to follow their established schedule.

Recruitments for the Youth Commission shall continue to be conducted as scheduled each spring in accordance with current practices.

Section 5. Implementation. The City Clerk is hereby directed to update all official records, term lists, and recruitment materials to reflect the adjusted expiration dates, new vacancy procedures, and future odd-year recruitment cycle.

Section 6. Purpose and Benefits. This change provides the following benefits:

1. **Administrative Efficiency:** Conducting board and commission recruitments in odd-numbered years avoids overlapping with City Council elections, reducing staff workload and scheduling conflicts.
2. **Improved Recruitment Participation:** Community members are more likely to engage in recruitment processes when not coinciding with election season and related civic activities.
3. **Consistency and Transparency:** A uniform expiration cycle across all boards and commissions simplifies public communication, appointment planning, and recordkeeping.
4. **Operational Continuity:** Extending current terms by one year and ensuring timely vacancy recruitment prevents service interruptions and preserves institutional knowledge.

Section 7. Severability. If any section, sub-section, clause or phrase in this Ordinance or the application thereof to any person or circumstances is for any reason held invalid, the validity

of the remainder of this Ordinance or the application of such provisions to other persons or circumstances shall not be affected.

Section 8. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption.

PASSED AND ADOPTED this ___ day of _____, 2025 by the following roll call vote:

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

APPROVED:

Greg Bozzo, Mayor

ATTEST:

Kim Mancera, City Clerk

CERTIFICATE OF THE CLERK

I, **KIM MANCERA**, City Clerk of the City of Gilroy, do hereby certify that the attached **Ordinance No. 2025-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, _____, 2025**, with a quorum present.

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

Kim Mancera

City Clerk of the City of Gilroy

(Seal)



City of Gilroy

STAFF REPORT

Agenda Item Title: Receive Budget Report for the First Quarter of Fiscal Year 2025-26 (FY26) and Adopt a Budget Amendment Resolution

Meeting Date: November 17, 2025

From: Brad Kilger, Interim City Administrator

Department: Finance

Submitted by: Harjot Sangha, Finance Director

Prepared by: Carina Baksa, Finance Manager

STRATEGIC PLAN GOALS: Develop a Financially Resilient Organization

RECOMMENDATION

1. Receive Budget Report for the First Quarter of Fiscal Year 2025-26 (FY26); and
2. Adopt a budget amendment resolution.

EXECUTIVE SUMMARY

BACKGROUND

The FY26 budget was adopted on June 2, 2025, as part of the City's biennial budget development process for FY26 and FY27. Activity for FY26 began on July 1, 2025. The City has completed the first quarter of operations for FY26, and this report provides a financial summary of such activity as compared to the budget for the period of July 1, 2025, through September 30, 2025.

ANALYSIS

General Fund

Revenues

General Fund revenues received for the first quarter of FY25 totaled \$6.3 million. This is approximately 9% of the amended budget of \$74.3 million. Revenues received up to this point are typically under the 25% fiscal-year mark, especially tax revenues, due to the lag between when the economic transaction occurs and when the City receives those revenues. The table below provides a breakdown of General Fund Revenues by category and a comparison of the actual revenues to the amended budget.

General Fund Revenues by Category	(In Millions)				
	FY26 Amended Budget		FY26 Q1 Actuals		
				% of Budget	
Property Tax	\$	22.9	\$	0.1	0%
Sales Tax		20.4		1.6	8%
Utility User Tax		8.2		1.2	14%
Franchise Tax		2.6		0.2	7%
Transient Occupancy Tax		1.9		0.0	0%
Business License		0.8		0.2	26%
Other Revenues		17.4		3.0	17%
Total	\$	74.3	\$	6.3	9%

Property Tax — Property tax revenue has become the General Fund's largest source of tax revenues. Property tax revenues are received at various intervals from Santa Clara County and are not distributed evenly, as tax payments are typically due in November and April of each fiscal year and remitted in installments. The FY26 budget for property tax revenue is \$22.9 million, of which \$0.1 million has been received as of September 30, 2025. Much of the annual property tax revenue is received in the second half of the fiscal year, including the annual ERAF payment. At this time, property tax revenue is expected to come in as budgeted.

Sales Tax — Sales Tax is now the second-largest source of tax revenue for the General Fund. The City receives its sales tax revenue approximately two months after funds are collected by the California Department of Tax and Fee Administration. The FY26 budget for sales tax revenue is \$20.4 million, of which \$1.6 million (8%) has been received as of September 30, 2025. Receipts reflect collections for July 2025 only. Based on the latest quarterly sales tax report, the City's sales tax revenue for FY26 is expected to come in under budget by approximately \$0.3 million, or about 1.5% under budget. Staff have included this downward adjustment in the updated General Fund forecast, which is discussed later in this section.

Utility Users Tax (UUT) — Utility taxes are assessed against the value of energy and telecommunications, such as gas, electricity, steam, cable, and phone charges. The current tax rates are 4.5% for telecommunications and 5% for gas and electricity. The

City's UUT revenues are received one month after the revenues are earned. The FY26 budget for utility user tax is \$8.2 million, of which \$1.2 million (14%) has been received as of September 30, 2025. The majority of the receipts for UUT to date represent revenue through August, except PG&E receipts for gas and electricity, which reflect payments received only for July.

Franchise Tax — The City receives franchise tax revenue from three franchise types, including gas and electric, cable TV, and garbage/refuse. The FY26 budget for franchise tax is \$2.6 million, of which \$0.2 million (7%) has been received as of September 30, 2025, which primarily reflects refuse franchise payments only through the month of August. The larger portion of franchise tax comes from PG&E, which remits payments once a year and is typically received in the fourth quarter of the fiscal year. The cable franchise is remitted on a quarterly basis; thus, the first quarter will be reflected in the FY26 Q2 budget report.

Transient Occupancy Tax (TOT) — The City's TOT revenue comes from a 9% tax on hotel room rentals under 30 days, as well as from some of the RV parks in the City. The hotels pay within one month after their quarter ends; thus no TOT revenue is reported as of September 30, 2025. Payments for the first quarter will be reflected in the next quarterly budget report.

Business License — The FY25 budget for Business License fees is \$0.8 million, of which \$0.2 million (26%) has been received as of September 30, 2025. The business license revenue is tied to the timing of the annual license renewal and any new business licenses issued, and therefore, it can fluctuate throughout the year.

Other General Fund revenues — This category comprises departmental service charges, general administration charges, fines and forfeitures, and other intergovernmental revenues. The FY26 budget for this aggregate revenue category is \$17.4 million, of which \$3.0 million (17%) has been received as of September 30, 2025. At this time, these revenues are expected to come in as budgeted.

Expenditures

General Fund expenditures for the first quarter of FY26 totaled \$19.6 million. This is approximately 25% of the amended budget of \$77.3 million. The table below provides a breakdown by department and function comparing the actual expenditures for the first quarter to the amended budget. Generally, the majority of the departments are within or below their expenditure target for the first quarter of the fiscal year. PD and Fire are tracking slightly higher than the target, primarily in overtime costs. For Fire, overtime is related to the Strike team and is reimbursable.

(In Millions)				
FY26				
General Fund Expenditures by Department/Function	Amended Budget		FY26 Q1 Actuals	% of Budget
Administration	\$ 4.6	\$	1.2	26%
Recreation Transfer	1.5		0.4	25%
Other Transfers	1.0		0.2	25%
Human Resources	1.9		0.4	23%
Community Development	6.7		1.5	23%
Finance	1.3		0.3	24%
Fire	15.9		4.3	27%
Other General Government	2.2		0.5	24%
Police	32.9		8.9	27%
Public Works	9.4		1.8	19%
Total	\$ 77.3	\$	19.6	25%

Non-General Fund

Revenues

The City has approximately 60 non-general funds. The information (revenues and expenditures) for these funds is presented in the table below in aggregate, by fund type, along with a brief description of what is included in these categories.

Non-General Fund revenues received as of September 30, 2025, total \$18.3 million. This is approximately 18% of the amended budget of \$103.8 million. Revenues received up to this point are usually under the 25% fiscal-year mark due to the timing of receipts, especially for special revenue and capital/development funds.

(In Millions)				
FY26				
Non-General Fund Revenues by Fund Type	Amended Budget		FY26 Q1 Actuals	% of Budget
Special Revenue	\$ 11.7	\$	1.2	10%
Recreation	2.4		0.7	30%
Capital/Development	30.1		0.9	3%
Debt Service	5.1		0.8	16%
Internal Service	17.2		4.3	25%
Sewer	19.5		4.9	25%
Water	17.9		5.5	31%
Total	\$ 103.8	\$	18.3	18%

Special Revenues – The primary source of this fund type is intergovernmental funds in the manner of tax sharing or grants from Federal, State, County, and other regional governments. For the City of Gilroy, these Special Revenues provide funding for transportation (Gas Taxes, Vehicle Registration, and Measure B), public safety (Proposition 172 sales tax, Gang Prevention, and regional task forces), and community development (CDBG and housing) among others. The FY26 budget for Special Revenues is \$11.7 million, of which \$1.2 million (10%) has been received as of September 30, 2025.

Recreation – The Recreation Fund receives an annual allocation of \$1.5 million from the General Fund, in addition to the revenues it generates from charges for services and grants related to recreation programs. The services provided by Recreation are seasonal, with the majority of activity typically occurring during spring and summer. The FY26 budget for Recreation revenue is \$2.4 million, of which \$0.7 million (30%) has been received as of September 30, 2025.

Capital/Development Impact Funds – Revenues in the Capital and Development Impact Funds are primarily generated by new development approvals and the required contributions to offset infrastructure impacts. Revenue depends on the size and impact of the development and the timing of the project; therefore, revenue is not evenly distributed throughout the fiscal year. The FY26 budget for Capital/Development Funds revenue is \$30.1 million, of which \$0.9 million (3%) has been received as of September 30, 2025. Of the \$30.1 million in revenue budgeted, \$15.0 million is for the Bond Proceed budgeted for the Gilroy Ice Center in FY26. The majority of the remaining \$7.9 million budget is allocated for development-related fees, \$3.9 million for grants and intergovernmental for grant funded projects such as San Ysidro Healthy Living Enhancements.

Debt Service – Debt Service funds receive their revenue from annual property tax levies and/or via interfund transfers from other funds and are typically aligned with the timing of the debt service payment. The FY26 amounts for the first quarter primarily reflect the interfund transfers. The property tax levies for the Library Bond debt service are received similarly to the General Fund property tax distribution, with the majority of it in the second to fourth quarter of the fiscal year. The FY26 budget for Debt Service Funds revenue is \$5.1 million, of which \$0.8 million (16%) has been received as of September 30, 2025.

Internal Service – Internal Service Funds (Information Technology (IT), Fleet, Facilities, Worker's Compensation, and Liability Funds) primarily receive their revenue from charges to other departments and funds in the City. These charges are assessed based on the budget and it is expected that the full budgeted amount will be received. The FY26 budget for Internal Service Funds revenue is \$17.2 million, of which \$4.3 million (25%) has been received as of September 30, 2025.

Sewer – The FY26 budget for Sewer revenue is \$19.5 million, of which \$4.9 million

(25%) has been received as of September 30, 2025. The Sewer Enterprise Fund generates its revenue from utility user charges. At this time, it is expected that the revenue will come in at budget.

Water – The FY26 budget for Water revenue is \$17.9 million, of which \$5.5 million (31%) has been received as of September 30, 2025. Like the Sewer Fund, the Water Fund generates its revenues from utility user charges. The YTD revenues include a one-time settlement payment related to the PFAS of \$0.3 million, which was not budgeted. At this time, it is expected that the revenue will come in at budget.

Expenditures

Non-General Funds expenditures as of September 30, 2025, total \$23.9 million, or 16% of the amended budget of \$146.3 million. The table below presents the Non-General Fund expenditures by Fund Type.

(In Millions)				
FY26				
Non-General Fund	Amended		FY26 Q1	
Expenditures by Fund Type	Budget		Actuals	% of Budget
Special Revenue	\$ 20.7	\$	2.7	13%
Recreation	3.0		0.7	22%
Capital/Development	47.5		3.3	7%
Debt Service	4.9		0.3	7%
Internal Service	22.1		5.8	26%
Sewer	21.4		5.8	27%
Water	26.7		5.3	20%
Total	\$ 146.3	\$	23.9	16%

Special Revenues – The primary expenditures in this fund type are for maintenance and capital improvements of roads/sidewalks, followed by grant-related expenditures for the Police and Community Development Department for housing and CDBG. As of September 30, 2025, expenditures are at \$2.7 million (13%) of the budgeted amount of \$20.7 million. Road and infrastructure capital projects typically begin after the winter/rainy season. Therefore, staff expect funds to be encumbered in the second quarter and expenditures to occur in the third and fourth quarters of the fiscal year. For example, the Council recently awarded Citywide and CDBG sidewalk and curbside ramp projects in the second quarter.

Recreation – As of September 30, 2025, expenditures are at \$0.7 million (22%) of the budgeted amount of \$3.0 million. The services provided by Recreation are seasonal, typically most active during the spring and summer months.

Capital/Development – As of September 30, 2025, expenditures are at \$3.3 million (7%) of the budgeted amount of \$47.5 million. The below target spending is primarily in the capital outlay. It is important to note that \$16.5 million of the \$47.5 million is attributed to the Gilroy Ice Center project. Many of the budgeted projects are still in early phases, such as bidding or design phases, and the subsequent construction phase, the larger expenditure category, is expected to occur later in the fiscal year. Staff expects funds to be encumbered and expended in the third and fourth quarters of the fiscal year.

Debt Service – As of September 30, 2025, expenditures are at \$0.3 million (7%) of the budgeted amount of \$4.9 million. The debt service payments typically include semiannual interest payments and one annual principal payment; therefore, activity during the first quarter is minimal.

Internal Services — As of September 30, 2025, expenditures are at \$5.8 million (26%) of the budgeted amount of \$22.1 million. The City's internal services funds are IT, Fleet, Facilities, Equipment Outlay, Worker's Compensation and Liability Funds.

Sewer – As of September 30, 2025, expenditures are at \$5.8 million (27%) of the budgeted amount of \$21.4 million. Of the \$21.4 million budget, \$4.9 million is allocated to capital outlay, and the remainder is for operations. Of the \$5.8 million in expenditure to date, \$1.7 million is related to capital outlay, including the acquisition of the Jessup property for the Utilities Department (split 50/50 between water and wastewater), and the remainder, \$4.1 million, is attributed to operations.

Water – As of September 30, 2025, expenditures are at \$5.3 million (20%) of the budgeted amount of \$26.7 million. Of the \$26.7 million, \$9.2 million is allocated to capital outlay, and the remainder is for operations. Of the \$5.3 million expenditure to date, \$1.7 million is related to capital outlay, including the acquisition of the Jessup property for the Utilities Department (split 50/50 between water and wastewater), and the remainder, \$3.6 million, is attributed to operations.

Budget Adjustments

Staff are recommending the following three budgetary adjustments for FY26:

1. On June 16, 2025, Council approved an increase in appropriations for FY25 in Funds 700 (Sewer) and 705 (Water) to acquire the Jessup property for the Utilities Department. While the escrow was opened in FY25, the final closing did not occur until July in FY26. Staff recommends an increase in budget appropriations for Funds 700 (Sewer) and 705 (Water) of \$1,465,689 for the related expenditure.
2. Staff is recommending an increase in appropriations in the Economic Development budget, within the General Fund, for \$60,000 for an Economic Development assessment study to gather technical and statistical data, as a first phase in preparation for the development of a Strategic Plan once an Economic Development Director is on board.
3. Staff is recommending an increase in appropriations in the Communications &

Engagement budget, General Fund, for \$12,500 to implement an outreach plan to inform Gilroy residents of the City's new districts in advance of the 2026 elections.

General Fund Update

The City Council last received the General Fund Forecast update in June 2025, when the Council adopted FY26 and FY27 budgets. The chart below presents an updated General Fund Forecast, incorporating unaudited FY23 year-end actuals, roll-forward encumbrances, and year-to-date budget amendments for FY26 through September 30, 2025. The updated forecast includes the following key changes that impact the General Fund's financial outlook.

- Sales Tax — The City has received an updated quarterly sales tax report since the budget adoption. Based on the latest forecast, sales tax revenue for FY26 and FY27 is projected to be approximately \$0.4 million under budget each year. This reduction in the base is now reflected in the Forecast and is carried forward to subsequent forecast years.
- Pensions — With the FY25 preliminary year-end financial report, staff communicated that CalPERS reported an initial net investment return of 11.6% on its investments for FY25, yielding a 4.8% gain over the assumed 6.8% rate of return. Additionally, the City has received updated actuarial valuation reports for its pension plans, prepared by CalPERS actuaries. The impact of both is a net reduction in the City's unfunded accrued liability (UAL) of approximately \$14 million, from \$115 million UAL to \$101 million as of June 30, 2025.
- Utilization of Pension Section 115 Trust — The adopted FY26 and FY27 General Fund forecast assumed that by FY29, the City will be able to leverage the Pension Trust (withdraw) strategically, to help pay for a portion of the annual UAL payments and lessen the burden to the City's General Fund. Based on the updated UAL payments forecast, staff expect that the City will be in a position to begin leveraging the trust a year earlier, in FY28. As such, staff have adjusted the forecast years to assume a drawdown from the pension trust of about \$1.0 million beginning in FY28, with the last contribution, or deposit to the trust, occurring in FY27.

General Fund Forecast (In Millions)	Amended FY26	Adopted FY27	Forecast FY28	Forecast FY29	Forecast FY30	Forecast FY31
Beginning Fund Balance	\$ 31.0	\$ 27.7	\$ 25.7	\$ 26.0	\$ 26.2	\$ 27.1
Add: Revenues	74.0	76.7	78.8	81.3	83.9	86.0
Less: Expenditures	(74.1)	(77.1)	(78.5)	(81.1)	(83.0)	(85.0)
Operating Margin	(0.1)	(0.4)	0.3	0.2	0.9	1.0
One-time Use of Fund Balance	(3.2)	(1.6)	-	-	-	-
Ending Fund Balance (after one-time use)	\$ 27.7	\$ 25.7	\$ 26.0	\$ 26.2	\$ 27.1	\$ 28.1
Fund Balance as a % (min 30% per CC policy)	36%	33%	33%	32%	33%	33%

Overall, the operating margin in FY26 and FY27 is now projected to be negative \$0.1 million and \$0.4 million, respectively, mainly attributed to the lower sales tax projection. The updated forecast yields a positive operating margin of about \$0.3 million beginning in FY28 to \$1.1 million by FY31, mostly attributed to the lower UAL payments as a result of the FY25 CalPERS returns and the revised drawdown schedule from the Pension trust. This is positive news as the City will be in a unique position to consider programming the margins to expand services in those respective years. For example, adding additional position(s) to incrementally staff the new Santa Teresa Fire Station. The General Fund is expected to maintain the minimum required fund balance throughout the forecast.

ALTERNATIVES

There are no recommended alternatives to receiving the preliminary FY26Q1 budget report. The City Council could elect to not approve any single, multiple, or all the budget adjustment requests, however staff does not recommend this option.

FISCAL IMPACT/FUNDING SOURCE

There is no direct fiscal impact from receiving the FY26Q1 budget report. The fiscal impact to the General and other Non-General Fund types is discussed above in the analysis section.

PUBLIC OUTREACH

NEXT STEPS

Attachments:

- 1. Draft Resolution - FY26 Q1 Budget Amendments

RESOLUTION NO. 2025-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY
AMENDING THE FY2025-26 BUDGET FOR THE CITY OF GILROY**

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

WHEREAS, City Staff has prepared and submitted to the City Council a proposed amendment to said budget for Fiscal Year 2026 for the City of Gilroy in the staff report dated November 17, 2025; and

WHEREAS, the City Council has carefully examined and considered the same and is satisfied with said budget amendments.

NOW, THEREFORE, BE IT RESOLVED that appropriations to the expenditure accounts for Fiscal Year 2026 are hereby increased by \$12,500 in Fund 100, Communications and Engagement Org 1001540; by \$60,000 in Fund 100, Economic Development Org 1001570, by \$1,465,689 in the Sewer Fund 700 and by \$1,465,689 in the Water Fund 705.

PASSED AND ADOPTED this 17th day of November 2025 by the following roll call vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

APPROVED:

Greg Bozzo, Mayor

ATTEST:

Kim Mancera, City Clerk