



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, DECEMBER 8, 2025 | 6:00 PM

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

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

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



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



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

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

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

post the documents before the meeting.

KNOW YOUR RIGHTS UNDER THE GILROY OPEN GOVERNMENT ORDINANCE

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

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

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

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



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

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

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

The agenda for this regular meeting is outlined as follows:

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

- 1.5. Roll Call
- 1.6. Orders of the Day
- 1.7. Employee Introductions

2. PRESENTATIONS TO THE COUNCIL

- 2.1. Presentation of the 2025 City of Gilroy Highlights Video
- 2.2. Children's Advocacy Center (CAC) For South County Presentation
- 2.3. PUBLIC COMMENT BY MEMBERS OF THE PUBLIC ON ITEMS NOT ON THE AGENDA BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE CITY COUNCIL

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

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

3. REPORTS OF COUNCIL MEMBERS

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

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

Council Member Marques – ABAG, Downtown Committee, Santa Clara County Library Joint

Powers Authority (alternate), Santa Clara Valley Habitat Agency Governing Board, Santa Clara Valley Habitat Agency Implementation Board, SCRWA (alternate)

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

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

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

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

4. CONSENT CALENDAR

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

- 4.1. Approve the minutes of the November 17, 2025 City Council Regular Meeting**
- 4.2. Approve Notice of Acceptance of Completion, and Reduction of the Faithful Performance and Payment Security Bonds for Property Improvement Agreement No. 2020-01, Town Center Multifamily Tract 10472**
- 4.3. Approve Notice of Acceptance of Completion, and Reduction of the Faithful Performance and Payment Security Bonds for Property Improvement Agreement No. 2020-02, Nebbiolo Malvasia The Glen Tract 10520**
- 4.4. Acceptance of the Annual Development Impact Fee Report for Fiscal Year 2024-2025 as Required under Government Code 66000**
- 4.5. Approval of a Contract Amendment to the Tree Maintenance Contract with West Coast Arborists, Inc in the Amount of \$69,319 for Hecker Pass Tree Pruning**
- 4.6. Adopt a FY26 and FY27 Budget Amendment Resolution to the Police Department BSCC Title II Grant Fund for \$290,225 and Approve a First Amendment To Agreement for Services of \$116,617.50 with Youth Alliance for the South County**

Restorative Justice Youth Diversion Program from January 1, 2026 through September 30, 2026

- 4.7. Award a Contract to Youth Alliance for \$130,105.14 for South County Youth Task Force (SCYTF) School-Based Youth Services**
- 4.8. Approve the Second Amendment to the Agreement with Cal-West Lighting & Signal Maintenance, Inc. for Streetlight and Traffic Signal Maintenance Services, and Adopt a Resolution Approving a Budget Amendment for the Signal/ Street Light Maintenance Project (Project No. 800340)**
- 4.9. Receive Report Regarding Upcoming 2026 Commission Vacancies per Maddy Act**
- 4.10. Authorization for Council Member Travel to the League of California Cities 2026 Mayors and Council Members Academy**
- 4.11. Adopt an Ordinance to Amend Board and Commission Terms and Appointment Process**
- 4.12. Authorize the Surplus of Sixteen Vehicles/Equipment and Authorize the Disposal of the Surplus by Auction**
- 4.13. Claim of Antonio Garcia (The City Administrator recommends a "yes" vote under the Consent Calendar shall constitute denial of the claim)**
- 4.14. Claim of Stephanie Moretto (The City Administrator recommends a "yes" vote under the Consent Calendar shall constitute denial of the claim)**
- 4.15. Claim of Jeff Scherck (The City Administrator recommends a "yes" vote under the Consent Calendar shall constitute denial of the claim)**

5. PUBLIC HEARINGS

- 5.1. Consider Extending the Urgency Interim Ordinance Prohibiting the Issuance of Tobacco Retailer Permits for a Period of Ten (10) Months and Fifteen (15) Days within the Downtown Specific Plan Area**
 1. Disclosure of Ex-Parte Communications
 2. Staff Report:
Sharon Goei, Community Development Director
 3. Open Public Hearing
 4. Close Public Hearing
 5. Possible Action:
 1. Determine this action is exempt from environmental review under California Environmental Quality Act (CEQA) pursuant to Section 15262, Section 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the

CEQA Guidelines: and

2. Adopt an extension of the Urgency Interim Ordinance established to prohibit the issuance or approval of any new Tobacco Retailer Permit for an additional ten (10) months and fifteen (15) days within the Gilroy Downtown Specific Plan Area.
3. Review, approve and issue the 10-day report as required by Government Code Section 65858(d) for the extension of the temporary moratorium.

6. INTRODUCTION OF NEW BUSINESS

6.1. Commemorative Flag Application Review for Calendar Year 2026

1. Staff Report:
Bryce Atkins, Assistant to the City Administrator
2. Public Comment
3. Possible Action:
Council consideration regarding the Commemorative Flag Flying Application for the Progressive Pride Flag.

6.2. Consideration of options and recommendations for meeting State-mandated stormwater trash capture requirements.

1. Staff Report:
John Doughty, Public Works Director
2. Public Comment
3. Possible Action:
It is recommended that the City Council authorize staff to immediately:
 1. Prepare and advertise a Request for Proposal (RFP) for the fabrication and installation of 73 connector pipe screens (a type of certified full trash capture system) to meet the City's December 2026, 30-percent MS4 trash capture mandate; and
 2. In conjunction with the bid award, return to City Council with a budget amendment to add the Connector Pipe Screen Project into the FY 26 Capital Budget with funding from Stormwater Management Fund (422).

It is further recommended that the City Council direct staff to:

 1. Conduct an engineering study and finance plan to implement hydro-dynamic separators to meet the 65-percent and 100-percent MS4 trash capture requirements; or
 2. In alternative, develop a plan for meeting 65-percent and 100-percent

MS4 trash capture mandates under the Track 2 compliance option.

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

1. Staff Report:
Kim Mancera, City Clerk
2. Public Comment
3. Possible Action:
Approve representative seat assignments as determined by Mayor Bozzo per California Government Code Section 40605.

6.4. Appointment of Council Member Zach Hilton to the position of Mayor Pro Tempore for 2026

1. Staff Report:
Kim Mancera, City Clerk
2. Public Comment
3. Possible Action:
Appointment of Council Member Zach Hilton to the position of Mayor Pro Tempore for 2026.

6.5. Consent the Appointment of Scot Smithee (CalPERS Retired Annuitant) as the Interim Police Chief Following Successful Completion of all Peace Officer Standards & Training (POST) Hiring Requirements and Adoption of a Resolution Approving the Appointment and Employment Agreement

1. Staff Report:
LeeAnn McPhillips, Assistant City Administrator/HR Director
2. Public Comment
3. Possible Action:
 - a) Consent the City Administrator's recommendation to appoint Scot Smithee (CalPERS Retired Annuitant) as Interim Police Chief effective upon successful completion of all Peace Officer Standards & Training (POST) Hiring Requirements.
 - b) Adopt a resolution of the City Council of the City of Gilroy approving the appointment of Scot Smithee (CalPERS Retired Annuitant) as Interim Police Chief pursuant to Government Code Section 21221(h) and authorizing the City Administrator to execute the employment agreement to include setting the employment start date following successful completion of all POST hiring requirements.

6.6. Consent the Appointment of Karl Bjarke (CalPERS Retired Annuitant) as the Interim Utilities Director Effective December 23, 2025 and Adoption of a Resolution Approving the Appointment and Employment Agreement

1. Staff Report:
LeeAnn McPhillips, Assistant City Administrator/HR Director
2. Public Comment
3. Possible Action:
 - a) Consent the City Administrator's recommendation to appoint Karl Bjarke (CalPERS Retired Annuitant) as Interim Utilities Director effective December 23, 2025.
 - b) Adopt a resolution of the City Council of the City of Gilroy approving the appointment of Karl Bjarke (CalPERS Retired Annuitant) as Interim Utilities Director effective December 23, 2025 pursuant to Government Code Section 21221(h) and authorizing the City Administrator to execute the employment agreement.

6.7. Consent the Appointment of LeeAnn McPhillips (CalPERS Retired Annuitant as of December 31, 2025) as the Interim Administrative Services & Human Resources Director/Risk Manager Effective December 31, 2025 and Adoption of a Resolution Approving the Appointment and Employment Agreement and Waiving the 180-Day Wait Period for Post-Retirement Employment

1. Staff Report:
Brad Kilger, City Administrator
2. Public Comment
3. Possible Action:
 - a) Consent the City Administrator's recommendation to appoint LeeAnn McPhillips (CalPERS Retired Annuitant as of December 31, 2025) as Interim Administrative Services & Human Resources Director/Risk Manager effective December 31, 2025.
 - b) Adopt a resolution of the City Council of the City of Gilroy approving the appointment of LeeAnn McPhillips (CalPERS Retired Annuitant as of December 31, 2025) as Interim Administrative Services & Human Resources Director/Risk Manager effective December 31, 2025 and waiving the 180-day wait period for post-retirement employment pursuant to Government Code Section 21221(h) and Section 7522.56 authorizing the City Administrator to execute the employment agreement.

7. CITY ADMINISTRATOR'S REPORTS

8. CITY ATTORNEY'S REPORTS

9. CLOSED SESSION

**9.1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8 and Gilroy City Code Section 17A.8
Property: APN 808-58-004**

**Negotiators: Brad Kilger, Interim City Administrator, John Doughty, Director
Public Works
Other Party to Negotiations: John Filice, Glen Loma
Negotiations: Price and Term of Payment for Sale and/or Lease**

10. ADJOURN TO OPEN SESSION

11. ADJOURNMENT

FUTURE MEETING DATES

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.

March 2026

02 City Council Regular Meeting - 6:00 p.m.
16 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

DRAFT

City Council

Minutes

1. OPENING Monday, November 17, 2025 | 6:00 PM

1. Call to Order

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

2. Roll Call

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

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 Cline led the Pledge of Allegiance.

5. Invocation

Pastor Trevor Van Laar with Gilroy Presbyterian Church led the Invocation.

6. Orders of the Day

None.

7. Employee Introductions

Finance Director Harjot Sangha introduced Accounting Assistant Nallely Martinez.

2. CEREMONIAL ITEMS - Proclamations and Awards

1. Open Government Week Proclamation

Chair Shane Somavia provided the Open Government Commission year-end report and presentation.

3. PRESENTATIONS TO THE COUNCIL

1. Annual Presentation by the Planning Commission

Chair Manny Bhandal provided the Planning Commission year-end report and

presentation.

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

Mayor Bozzo opened public comment at 6:20 P.M.

Ann Marie McCauley - commented on the unhoused issue in Gilroy and thanked Mayor Bozzo and Council Member Ramirez for being involved.

Paul Van Pelt - commented on his RV being towed from in front of his house.

Greg Felios - commented on the State of the City address.

Ron Kirkish - commented on the information he received regarding the DA rejecting prosecuting referrals in 2025.

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 - No report.

Council Member Fugazzi - No report.

Council Member Marques - Wished Council Member Bracco and Council Member Ramirez a happy belated birthday.

Council Member Ramirez - Thanked Miguel Flacker for putting on the Veteran's Day Parade. She shared that she had the opportunity to ride along with the Chestnut St Fire Station. She thanked the Gilroy Fire Department for their professionalism. She encouraged her fellow Council Members to participate in a ride-along.

Council Member Cline - Thanked Miguel Flacker for putting on the Veteran's Day parade.

Mayor Bozzo - Thanked City Staff and Public Works Director for the great work on the paving program this year.

5. CONSENT CALENDAR

Mayor Bozzo opened public comment at 6:33 P.M.

With no speakers, Mayor Bozzo closed public comment.

Motion

Approve the consent calendar.

RESULT: **Passed**

MOVER: Council Member Tom Cline

SECONDER: Council Member Kelly Ramirez

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

NAYS: None

ABSENT: Council Member Zach Hilton

- 1. Approve the minutes of the November 3, 2025 City Council Study Session and the November 3, 2025 City Council Regular Meeting**
- 2. Authorization to Deaccession Artifacts from the Collection Managed by the Gilroy Museum**
- 3. Acceptance of the Cash and Investment Report as of September 30, 2025**

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. **Claim of Curtis Crackel (The City Administrator recommends a "yes" vote under the Consent Calendar shall constitute denial of the claim)**
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)**
7. **Consider the Approval of Santa Clara Valley Habitat Agency to Proceed with a Habitat Plan Amendment**

6. BIDS AND PROPOSALS

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**

Deputy Director for Community Development Bryce Atkins provided a report and presentation.

Mayor Bozzo opened public comment at 6:41 P.M.

Ann Marie McCauley - commented on Carry the Vision and Youth Alliance and the work they do.

Mark Ashford - commented on his work with and the programs at Carry the Vision.

Mario Guerra - commented on his participation with Carry the Vision and how it has helped him.

Charles Good III - commented on the work of Carry the Vision.

Mario Castro - commented on his work with Carry the Vision and their programs.

Patricia Marquez-Singh - commented on her support of the work that Carry the Vision does.

Aubrey Tasby - commented on his participation with Carry the Vision.

Sam Brown Jr - commented on how Carry the Vision has helped him.

Ron Kirkish - commented on drug issues and thanked Carry the Vision for their comments.

With no further speakers, Mayor Bozzo closed public comment.

Motion

Award opioid remediation grant, reimbursement-based and not to exceed \$237,352 to Carry the Vision, for opioid remediation services.

RESULT: **Passed**

MOVER: Council Member Dion Bracco

SECONDER: Council Member Terence Fugazzi

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

NAYS: None

ABSENT: Council Member Zach Hilton

Motion

Adopt a resolution amending the 2026 Fiscal Year Budget in the Opioid Settlement Fund by \$237,352 and authorize the City Administrator to negotiate and execute the final grant agreement.

RESULT: **Passed**

MOVER: Council Member Tom Cline

SECONDER: Council Member Carol Marques

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

NAYS: None

ABSENT: Council Member Zach Hilton

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

Deputy Director of Community Development Bryce Atkins provided a report and presentation.

Mayor Bozzo opened public comment at 7:14 P.M.

Alicia - commented on supporting the 1-year contract with Swimming Swan and would like to see the City of Gilroy take back the program.

With no further speakers, Mayor Bozzo closed public comment.

Motion

Award the interim aquatics center operator contract to The Swimming Swan, LLC for an amount not to exceed \$266,662 and authorize the City Administrator to complete negotiations and execute the agreement.

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 Carol Marques, Council Member Kelly Ramirez, Mayor Greg Bozzo
NAYS: None
ABSENT: Council Member Hilton

7. INTRODUCTION OF NEW BUSINESS

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

City Clerk Kim Mancera provided a report.

Mayor Bozzo opened public comment at 7:23 P.M.

With no speakers, Mayor Bozzo closed public comment.

Motion

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

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 Carol Marques, Council Member Kelly Ramirez, Mayor Greg Bozzo

NAYS: None

ABSENT: Council Member Zach Hilton

Motion

Introduce the ordinance of the City Council of the City of Gilroy to reflect that all future terms will expire in odd-numbered years.

RESULT: **Passed**

MOVER: Council Member Tom Cline

SECONDER: Council Member Kelly Ramirez

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

NAYS: None

ABSENT: Council Member Zach Hilton

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

Finance Director Harjot Sangha provided a report and presentation.

Mayor Bozzo opened public comment at 7:31 P.M.

With no speakers, Mayor Bozzo closed public comment.

Motion

Receive the Budget Report for the First Quarter of Fiscal Year 2025-26 and adopt a budget amendment resolution.

RESULT: **Passed**

MOVER: Council Member Dion Bracco

SECONDER: Council Member Carol Marques

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

NAYS: None

ABSENT: Council Member Zach Hilton

8. CITY ADMINISTRATOR'S REPORTS

Interim City Administrator Brad Kilger congratulated three employees, Fire Marshall Jonathan Crick, Human Resource Analyst Jason Davalos, and Deputy Public Works Director Matt Jones, who graduated from the Santa Clara County Leadership Academy.

9. CITY ATTORNEY'S REPORTS

City Attorney Andy Faber reported on a case with the California Supreme Court.

10. CLOSED SESSION

City Attorney Andy Faber announced the closed session items 10.1 and 10.2.

City Attorney Andy Faber opened public comment at 7:35 P.M.

With no speakers, City Attorney Andy Faber closed public comment.

Motion

Proceed into closed session.

RESULT: **Passed**

MOVER: None

SECONDER: None

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

NAYS: None

ABSENT: Council Member Zach Hilton

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

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

City Attorney Andy Faber announced that the only reportable action was a vote to remain in closed session.

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 Carol Marques, Council Member Kelly Ramirez, Mayor Greg Bozzo

NAYS: None

ABSENT: Council Member Zach Hilton

12. ADJOURNMENT

With no additional business before the Council, the meeting was adjourned at 8:04 P.M

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

Kim Mancera
City Clerk



City of Gilroy

STAFF REPORT

Agenda Item Title: Approve Notice of Acceptance of Completion, and Reduction of the Faithful Performance and Payment Security Bonds for Property Improvement Agreement No. 2020-01, Town Center Multifamily Tract 10472

Meeting Date: December 8, 2025
From: Brad Kilger, Interim City Administrator
Department: Public Works
Submitted by: John Doughty, Public Works Director
Prepared by: Jorge Duran, Senior Civil Engineer

STRATEGIC PLAN GOALS: Promote Economic Development Activities

RECOMMENDATION

Approve the Notice of Acceptance of completion and reduction of the faithful performance and payment security bonds for property improvement agreement number 2020-01, Town Center Multifamily - Tract 10472.

EXECUTIVE SUMMARY

On and off-site improvements for the Town Center Multifamily - Tract 10472 have been completed. The Developer is seeking reduction in the performance bonds per City of Gilroy City Code. Staff is requesting that Council approve the Notice of Acceptance of Completion and Reduction of the Faithful Performance and Payment Security Bonds for Property Agreement 2020-01 for the Town Center Multifamily - Tract 10472.

BACKGROUND

In May 7, 2018, The Glen Loma Corporation (Developer) received Tentative Map approval for the Town Center Multifamily residential project, to create 23 multi-family condominium lots for up to 125 townhouse units located north of Santa Teresa Boulevard between West Tenth Street and Miller Avenue. [Reference: Resolution No. 2018-09, TM 17-01]. The approvals were to construct streets, utilities, landscaping,

lighting, fences, walls, and open space areas.

On September 21, 2020, The Christopher Family Partnership, Donald Christopher, and Filice Family Estate, received Council approval of Tract 10472 Final Map and the Property Improvement Agreement 2020-01 for the development of the site and related Public Improvements of the Town Center Multifamily subdivision.

The developer has paid plan check and inspection fees, submitted bonding and insurance for the above referenced Property Improvement Agreement and Tract Map.

ANALYSIS

Chapter 21, Article III, Section 21.81 of the City Code allows the City Council to authorize a reduction in the payment and performance bonds that the builder provided prior to the Property Improvement Agreements being accepted by Council. The amount of the bond reduction is consistent with the amount of work completed at the time of request. A maintenance bond in the amount of 10% of the construction cost ensures that defective or damaged improvements will be corrected during the one-year maintenance warranty period. The project's actual improvement costs have been reviewed to ensure that the Maintenance Security amount covers any anticipated issue with the installed improvements.

The developer, The Christopher Family Partnership, Donald Christopher, and Filice Family Estate request a reduction of Tract 10472 Faithful Performance and Payment Bonds to a Maintenance Bond. This Maintenance Bond is 10% of the bonds value for the Tract improvements bond, reducing it for Tract 10472 from the original \$6,999,071 to \$699,907. The original security provided for 100% of the estimated construction cost and payment for tract improvements, which consist of new streets, grading, curb, gutter, sidewalk, utilities, landscape, and electrical lighting.

The project is fully complete, and the Notice of Completion document is ready for acceptance and recordation with Santa Clara County. Attachment 3 contains the Notice of Completion.

ALTERNATIVES

Deny the request to approve the Notice of Acceptance and reduction of the bonds. Staff does not recommend this option as it will cause costly and unnecessary development delays.

FISCAL IMPACT/FUNDING SOURCE

The developer has paid plan check and inspection fees, submitted bonding and insurance for the above referenced Property Improvement Agreement and Tract Map. The Faithful Performance and Payment Bonds held as security will be reduced from

\$6,999,071 to \$699,907.

PUBLIC OUTREACH

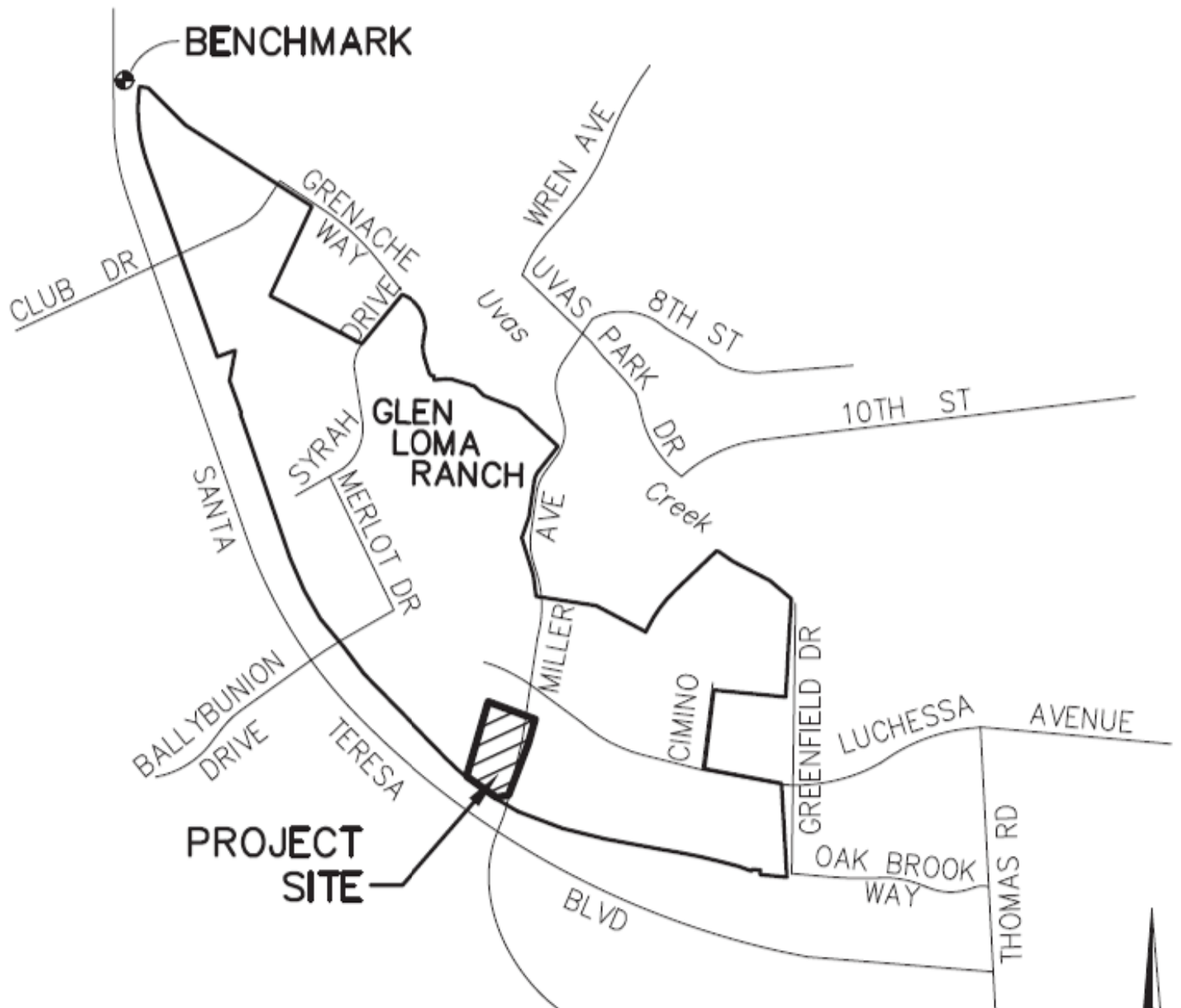
N/A

NEXT STEPS

N/A

Attachments:

1. Exhibit A - Vicinity Map GLR TCMF Tract 10472
2. Exhibit B - PIA GLR TCMF Tract 10472
3. Exhibit C - NOC_Town Center



VICINITY MAP

NO SCALE

RECORDING REQUESTED BY:

City of Gilroy

WHEN RECORDED, MAIL TO:

Shawna Freels
City of Gilroy
7351 Rosanna Street
Gilroy, CA 95020

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

Property Improvement Agreement No. 2020-01

TOWN CENTER – Tract 10472

APN: 808-19-024, 808-19-010, & 808-18-003

The Christopher Family Partnership, A California Limited Partnership;
Donald Christopher; Donald C. Christopher; and Filice Family Estate, A
California Limited Partnership.

**PROPERTY IMPROVEMENT AGREEMENT
RESIDENTIAL**

**AGREEMENT FOR EXTENSIONS OF WATER DISTRIBUTION SYSTEMS:
IMPROVEMENT OF STREETS: INSTALLATION OF SEWERS, STORM
DRAINS AND OTHER PUBLIC WORKS FACILITIES
Property Improvement Agreement No. 2020-01**

This Property Improvement Agreement ("Agreement") is made and entered into this ____ day of ____, 20____, by and between the City of Gilroy, a municipal corporation, herein called the "City," and The Christopher Family Partnership, A California Limited Partnership; Donald Christopher; Donald C. Christopher, and Filice Family Estate, a California Limited Partnership, herein called "Owner", and KB Home South Bay Inc. a California corporation. herein called "Developer".

WHEREAS, a final map of subdivision, record of survey or building permit (Site Clearance) application has now been submitted to the City for approval and acceptance, covering certain real estate and property improvements known as and called: Town Center, APN: 808-19-024, 808-19-010, & 808-18-003, a legal description of which is attached hereto and incorporated herein as Exhibit "A" (the "Property"), and as described in the project improvement plans entitled Improvement Plans for Town Center Multifamily.

WHEREAS, the Owner is the fee owner of the Property and requires certain utilities and public works facilities in order to service the Property under the minimum standards established by the City and,

WHEREAS, the City, by and through its City Council, has enacted certain Codes, Ordinances and Resolutions and certain Rules and Regulations have been promulgated concerning the subject matter of this Agreement and,

WHEREAS, the City has certain responsibilities for maintenance and operation of such utilities and public service facilities after acceptance by City, and for providing the necessary connecting system, general plant and appurtenances, and the City is agreeing to discharge those responsibilities, provided that Developer has faithfully and fully complied with all of the terms, covenants, conditions to be performed by Developer pursuant to this Agreement.

NOW THEREFORE, in consideration of the foregoing premises and in order to carry on the intent and purpose of said Codes, Ordinances, Resolutions and Regulations and established policies of the City and the laws of the State of California and the United States of America it is agreed by and between the parties as follows:

SECTION 1

That all Codes, Ordinances, Resolutions, Rules and Regulations and established policies of the City and the laws of the State of California and the United States of America concerning the subject matter of this Agreement are hereby referred to and incorporated herein to the same effect as if they were set out at length herein. Said Codes, Ordinances, Resolutions, Rule and Regulations include, but are not limited to, the following: the Code of the City of Gilroy, the current Zoning Ordinance, and the currently adopted Uniform Building Code.

SECTION 2

The Developer agrees;

- a. To perform each and every provision required by the City to be performed by the Developer in each and every one of said Codes, Ordinances, Resolution, Rules and other Regulations and established policies of the City and the laws of the State of California and the United States of America, including without limitation, the California Labor Code and California Public Contract Code. Developer further agrees and acknowledges that it is its obligation to determine whether, and to what extent, the work performed under this Agreement is subject to any Codes, Ordinances, Resolutions, Rules and other Regulations and established policies of the City and the laws of the State of California, the United States of America, the California Labor Code and Public Contract Code relating to public contracting and prevailing wage laws.
- b. To grant to the City without charge, free and clear of encumbrances, any and all easements and rights of way in and to the Property necessary for the City in order that its water, electricity, and/or sewer lines in or to said Property may be extended.
- c. To indemnify, defend with counsel of City's choice and hold the City free and harmless from all suits, fees, claims, demands, causes of action, costs, losses, damages, liabilities and expenses (including without limitation attorneys' fees) incurred by City in connection with (i) any damage done to any utility, public facility or other material or installation of the City on said Property which the Developer or any contractor or subcontractor of the Developer, or any employee of the foregoing, shall do in grading or working upon said Property; or (ii) arising or resulting directly or indirectly from any act or omission of Developer or Developer's contractors, or subcontractors, or any employee of the foregoing in connection with the work performed by them in connection with this Agreement, including without limitation all claims relating to injury or death of any person or damage to any property.
- d. To construct and improve all public works facilities and other improvements described in this Agreement and the improvement plans submitted to the City of Gilroy in furtherance of this Agreement on file with the City of Gilroy. All construction and improvements shall be completed in accordance with all standards established in the Codes, Ordinances, Resolutions, Rules and Regulations and established policies of the City and the laws of the State of California and the United States of America and this agreement, and in accordance with the grades, plans, and specifications approved by the City Engineer. Developer shall furnish two good and sufficient bonds, a Payment Bond and a Faithful Performance Bond, both of which shall be secured from a surety company admitted to do business in California. Each bond shall set forth a time period for performance by the contractor of its obligations and the terms and conditions on which the City may obtain the proceeds of the bond.

The Faithful Performance Bond shall be in an amount not less than one hundred percent (100%) of the total estimated amount payable for the improvements described in this Agreement, and shall secure payment to City and the Developer of any loss due to the default of the contractor or its inability or refusal to perform its contract. The performance bond shall by its terms remain in full force and effect for a period of not less than one year after completion of the improvements by Developer and acceptance of the improvements by City, to guarantee the repair and replacement of defective material and faulty workmanship. Upon completion of the improvements by Developer and acceptance of the improvements by City, Developer may substitute for the performance bond securing maintenance described above, a separate maintenance bond issued by an admitted surety in

the amount of ten percent (10%) of the total contract price of the improvements (provided that the amount of said bond shall not be less than One Thousand Dollars (\$1,000) to cover the one-year maintenance period.

The Payment Bond shall be in an amount not less than one hundred percent (100%) of the total estimated amount payable for the improvements described in this Agreement. The Payment Bond shall secure the payment of those persons or entities to whom the Developer may become legally indebted for labor, materials, tools, equipment or services of any kind used or employed by the contractor or subcontractor in performing the work, or taxes or amounts to be withheld thereon. The Payment Bond shall provide that the surety will pay the following amounts should the Contractor or a Subcontractor fail to pay the same, plus reasonable attorneys' fees to be fixed by the court if suit is brought upon the bond: (1) amounts due to any of the persons named in California Civil Code Section 9100; (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed for the improvements described in this Agreement; and (3) any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor. The Payment Bond shall, by its terms, inure to the benefit of any of the persons named in Civil Code Section 3181 so as to give a right of action to those persons or their assigns in any suit brought upon the bond.

Simultaneously with the submission of its building permit application (Site Clearance), the Developer shall submit the following for both the surety that furnishes the Payment Bond and the surety that furnishes the Faithful Performance Bond: (1) a current printout from California Department of Insurance's website (www.insurance.ca.gov) showing that the surety is admitted to do business in the State; or (2) a certificate from the Clerk of the County of Santa Clara that the surety's certificate of authority has not been surrendered, revoked, canceled, annulled, or suspended or in the event that it has, that renewed authority has been granted.

- e. Except as otherwise expressly provided in this Agreement, all plan check and inspection fees which are payable by Developer pursuant to the attached comprehensive fee schedule are due and payable to the City prior to Council approval of the final map of the subdivision. Upon approval of the record of survey or the building permit covering the real estate to be improved and before any work is done therein, the Developer shall pay to the City all other sums payable by Developer pursuant to the attached comprehensive fee schedule.
- f. At all times during the term of this Agreement and until the improvements constructed by Developer are accepted by City, Developer shall, at no cost to City obtain and maintain (a) a policy of general liability and property damage insurance in the minimum amount of One Million Dollars (\$1,000,000), combined single limit for both bodily injury and property damage; (b) workers' compensation insurance as required by law; and (c) broad form "Builder's Risk" property damage insurance with limits of not less than 100% of the estimated value of the improvements to be constructed by Developer pursuant to this Agreement.

All such policies shall provide that thirty (30) days written notice must be given in advance to City prior to termination, cancellation or modification. The insurance specified in (a) above shall name City as an additional insured and the insurance specified in (c) shall name City as a loss payee, and shall provide that City, although an additional insured or loss payee, may recover for any loss suffered by reason of the acts or omissions of Developer or Developer's contractors or subcontractors or their respective employees. Developer hereby waives, and Developer shall cause each of its contractors and subcontractors to waive, all rights to recover against City for any loss or

damage arising from a cause covered by the insurance required to be carried pursuant to this Agreement or actually carried by Developer in connection with the work described in this Agreement, and will cause each insurer to waive all rights of subrogation against City in connection therewith. All policies shall be written on an occurrence basis and not on a claims made basis and shall be issued by insurance companies acceptable to City. Prior to commencing any work pursuant this Agreement, Developer shall deliver to City the insurance company's certificate evidencing the required coverage, or if required by City a copy of the policies obtained.

SECTION 3

That all the provisions of this Agreement and all work to be done pursuant to the terms of this Agreement are to be completed to City's satisfaction within one year from and after the date and year of this Agreement first above written. Developer shall maintain such public works facilities and other improvements described in this Agreement at Developer's sole cost and expense at all times prior to acceptance by City in a manner which will preclude any hazard to life or health or damage to property.

SECTION 4

That the faithful and prompt performance by the Developer of each and every term and condition contained herein is made an express condition precedent to the duty of the City to perform any act in connection with this transaction, and the failure, neglect or refusal of the Developer to so perform, or to pay any monies due hereunder when due shall release the City from any and all obligations hereunder and the City, at its election, may enforce the performance of any provision herein, or any right accruing to the City or may pursue any remedy whatsoever it may have under applicable laws or the Codes, Ordinances, Resolutions, Rules and Regulations of the City, in the event of any such default by Developer.

SECTION 5

That this Agreement, including without limitation the general stipulations outlined in Section 6 below, is an instrument affecting the title or possession of the real property and runs with the land. Except as expressly provided in the second sentence of Item 9 of the general stipulations set forth in Section 6 below (relating to the payment of reimbursement to the original Developer named in this Agreement), all the terms, covenants and conditions herein imposed shall be binding upon and inure to the benefit of City, Developer, the successors in interest of Developer, their respective successors and permitted assigns and all subsequent fee owners of the Property. The obligations of the Developer under this Agreement shall be the joint and several obligations of each and all of the parties comprising Developer, if Developer consists of more than one individual and/or entity. Upon the sale or division of the Property, the terms of this Agreement shall apply separately to each parcel and the fee owners of each parcel shall succeed to the obligations imposed on Developer by this Agreement.

SECTION 6

That the following general stipulations shall be completed subject to the approval of the Public Works Director/City Engineer:

1. The Project shall comply with all applicable Tentative Map conditions and applicable mitigation measures as contained in City Council Resolution 2018-09 (TM 17-01 approval), as they relate to the scope of work shown on the approved improvement plans for Tract 10472, and specifically excluding any Tentative Map Conditions, Mitigation Measures, or

work to be performed by others for the Miller Realignment or Town Center Affordable/BMR projects.

2. All work within the public right-of-way shall be subject to the approval of the City Engineer.

3. The Developer shall perform all work in compliance with the City of Gilroy Specifications Standards Design Criteria, Glen Loma Ranch Development Agreement and Glen Loma Ranch Specific Plan and is subject to all laws of this community by reference. Street improvements and the design of all storm drainage, sewer lines, and all street sections shall be in accordance with City Standards and Glen Loma Ranch Specific Plan, Glen Loma Ranch Development Agreement and Glen Loma Ranch Backbone Plans and shall follow the most current City Master plan for streets and each utility.

4. The developer shall defend, indemnify, and hold harmless the City, its City Council, Planning Commission, agents, officers, and employees from any claim, action, or proceeding against the City or its City Council, Planning Commission, agents, officer, and employees to attack, set aside, void, or annul an approval of the City, City Council, Planning Commission, or other board, advisory agency, or legislative claim, action, or proceeding against it, and will cooperate fully in the defense. This condition is imposed pursuant to California Government Code Section 66474.9.

5. No building permit shall be issued in connection with this project if the Owner or Developer of such development (i) is not in compliance with the City's Residential Development Ordinance (City Zoning Ordinance Sections 50.60 et seq.) referred to as the RDO, any conditions of approval issued in connection with such development or other City requirements applicable to such development; or (ii) is in default under any agreement entered into with the City in connection with such development pursuant to the RDO. The project must also comply with any of condition of exemption granted from the RDO, including but not limited to time limits in obtaining City approvals and completion of construction of the dwelling units.

6. The City shall be notified at least two (2) working days prior to the start of any construction work and at that time the contractor shall provide a project schedule and a 24-hour emergency telephone number list.

7. At least one week prior to commencement of work, the developer shall post the site and mail to owners of property within (500') five hundred feet of the exterior boundary of the project site, to the homeowner associations of nearby residential projects and to the Engineering Division, a notice that construction work will commence on or around the stated date. The notice shall include a list of contact persons with name, title, phone number and area of responsibility. The person responsible for maintaining the list shall be included. The list shall be current at all times and shall consist of persons with authority to initiate corrective action in their area of responsibility. The names of individuals responsible for dust, noise and litter control shall be expressly identified in the notice.

8. If the developer proposes to phase construction with building occupancy, the developer shall create, for City Engineer approval prior to first occupancy, a construction staging plan that addresses the ingress and egress location for all construction vehicles, parking and material storage area separate from occupied residential units.

9. Locate and properly dispose of any wells, septic tanks and underground fuel storage facilities.

NOTE: The capping of any well will require inspection by the Santa Clara Valley Water District.

10. Schedule the construction of improvements along existing public roads so that the work affecting vehicular traffic is completed with a minimum interruption to traffic.

11. All work shall be coordinated so that the existing residents on all adjacent streets have access to their properties.

12. Before construction utilizing combustible materials may proceed, an all-weather access must be provided to within 150 feet of the building site; and at least one in service fire hydrant must be available within 150 feet of each portion of the site wherein this construction is to take place. Location of the fire hydrants will be determined by the Fire Chief.

13. A complete construction schedule, which shall include a detailed phasing plan (including traffic control for each proposed phase), shall be submitted and approved by the City Engineer prior to start of construction. Any deviation from the approved construction schedule and phasing plan shall be coordinated with the City Engineer. Deviating from the approved construction schedule and phasing plan without prior coordination with the City Engineer may prolong issuance of further building permits.

(a) Upon request by the City Engineer, the developer shall provide information for public outreach purposes, which may include maps and schedules for each phase of construction.

14. The developer shall obtain the required Habitat Conservation Plan (HCP) Permit and pay the applicable fees prior to the issuance of a grading permit or improvement plan approval.

15. One hard copy and electronic copy of the approved/stamped PG&E Joint Trench Composite Plans shall be submitted to the Engineering Division. Should there be a delay in obtaining the PG&E-approved joint trench plans, the Developer will be allowed to commence joint trench work "at-risk". The Developer assumes responsibility for any required redesign, and all costs associated with the redesign and additional city review resulting from the at-risk work completed without PG&E-approved joint trench plans. Design revisions and ultimate joint trench construction shall be completed to the satisfaction of the City Engineer.

16. Site preparation and fill construction shall be conducted under the observation of, and tested by, a licensed soils or geotechnical engineer. A report shall be filed with the City of Gilroy stating that all site preparation and fill construction meets the requirements of the geotechnical investigation. This shall be subject to review and approval by the Building Division. [CBC]

17. All grading operations and soil compaction activities shall be per the approved soils report and shall meet with the approval of the City Engineer.

18. New and existing utility lines, appurtenances, and associated equipment, including but not limited to electrical transmission, street lighting, and cable television shall be required to be placed underground. [Municipal Code Section 21, Article V]

19. Construction activity shall be restricted to the period between 7:00 a.m. to 7:00 p.m. Mondays through Fridays, Saturday 9:00 a.m. to 7:00 p.m. No work shall be done on Sundays and City Holidays. The City Engineer will apply additional construction period restrictions, as necessary, to accommodate standard commute traffic along arterial roadways and along school commute routes.

20. Any damage resulting from project construction operations to existing city infrastructure on or adjacent to the subject property shall be repaired to the satisfaction of the City Engineer, at the full expense of the developer/contractor. This shall include slurry seal, overlay, street reconstruction, and repair to curb, gutter and sidewalk, driveway approach if reasonably deemed warranted by the City Engineer.

21. This project is subject to post-construction stormwater quality requirements per Section 27D of the Gilroy Municipal Code.

22. Storm water BMP Operation and Maintenance Agreement

- (a) Prior to the issuance of any building permit requiring stormwater management BMPs or as otherwise determined by the City Engineer, the owner(s) of the site shall enter into a formal written Stormwater BMP Operation and Maintenance Agreement with the City. The City shall record this agreement, against the property or properties involved, with the County of Santa Clara and it shall be binding on all subsequent owners of land served by the storm water management treatment BMPs. The City-standard Stormwater BMP Operation and Maintenance Agreement will be provided by Public Works Engineering.
- (b) This Agreement shall require that the BMPs not be modified and BMP maintenance activities not alter the designed function of the facility from its original design unless approved by the City prior to the commencement of the proposed modification or maintenance activity.
- (c) This Agreement shall also provide that in the event that maintenance or repair is neglected, or the stormwater management facility becomes a danger to public health or safety, the city shall have the authority to perform maintenance and/or repair work and to recover the costs from the owner.
- (d) All on-site stormwater management facilities shall be operated and maintained in good condition and promptly repaired/replaced by the property owner(s), an owners' or homeowners' association or other legal entity approved by the City.
- (e) Any repairs or restoration/replacement and maintenance shall be in accordance with City-approved plans.
- (f) The property owner(s) shall develop a maintenance schedule for the life of any stormwater management facility and shall describe the maintenance to be completed, the time period for completion, and who shall perform the maintenance. This maintenance schedule shall be included with the approved Stormwater Runoff Management Plan.

23. Stormwater BMP Inspections will be required for this project and shall adhere to the following:

- (a) The property owner(s) shall be responsible for having all stormwater management facilities inspected for condition and function by a knowledgeable third party.

- (b) Unless otherwise required by the City Engineer or designee, stormwater facility inspections shall be done at least twice per year, once in Fall, in preparation for the wet season, and once in Winter. Written records shall be kept of all inspections and shall include, at minimum, the following information:

1. Site address;
2. Date and time of inspection;
3. Name of the person conducting the inspection;
4. List of stormwater facilities inspected;
5. Condition of each stormwater facility inspected;
6. Description of any needed maintenance or repairs; and
7. As applicable, the need for site re-inspection.

24. Upon completion of each inspection, an inspection report shall be submitted to Public Works Engineering no later than October 1st for the Fall report, and no later than March 15th of the following year for the Winter report.

25. A minimum of one exterior monument shall be set. Additional monuments can be required by the City Engineer or City Surveyor as deemed necessary. Location of monuments shall be tied out prior to work.

26. In accordance with the California Professional Land Surveyors' Act (Business and Professions Code) Chapter 15 Sections 8771 and 8725, California Penal Code 605, and California Government Code 27581, the developer, their employees, subcontractors, and/or any person performing construction activities that will or may disturb an existing roadway/ street monument, corner stake, or any other permanent surveyed monument shall show all current monuments on the plans and shall ensure that a Corner Record and/or Record of Survey are filed with the County Surveyor Office prior to disturbing said monuments. All disturbed or destroyed monuments shall be reset and filed in compliance with Section 8771 at the developer's sole expense.

27. Bonding as required by the Section 2.d of this agreement will be accepted for the proposed improvements for an amount of **\$6,999,071** as shown on the attached Cost Estimate spreadsheet.

28. If there is any reimbursements payable to the Owner, they must be specifically identified in this Agreement. Any such reimbursements shall be payable to the original Owner named in this Agreement above, and shall not inure to the benefit of any subsequent owners of all or any portion of the Property. All reimbursements payable to Owner shall be subject to the City's reimbursement policies and ordinances in effect from time to time, including without limitation any expiration dates identified in such policies and ordinances. Such reimbursement shall be solely contingent upon the availability of the City's Traffic Impact Fee Funds and in no case shall the reimbursement be paid beyond ten (10) years after the execution of the Agreement. In addition to any other conditions, requirements and limitations set forth in the City's reimbursement policies and ordinances from time to time, (i) in no event shall any reimbursements be payable to Owner if City determines in its sole and absolute discretion from time to time that there are not sufficient reserves then on hand in the specific reimbursement fund from which Owners' reimbursement is payable, over and above any amounts anticipated to be required to be expended from such reimbursement fund, which reserves, at a minimum, are equal to at least half of the remaining average yearly anticipated expenditures of such reimbursement

fund as determined by City from time to time; (ii) City may, in its sole and absolute discretion, make partial reimbursement payments to Owner in yearly increments, as determined by City; and (iii) City may defer payments in any given year if projects deemed by City to be of high importance are determined by City, in its sole and absolute discretion, to be warranted or necessary, and the funds in such reimbursement fund are designated by the City for use on such projects of high importance.

SECTION 7

That the attached Development Cost Schedule enumerates all fees and their extensions.

TOTAL AMOUNT DUE TO CITY \$4,952,038.77

OWNER: THE CHRISTOPHER FAMILY PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

By: Frank A. Christopher, Jr. Date: Aug. 19, 2020
Name: FRANK A. CHRISTOPHER, Jr.
Title: GENERAL PARTNER

By: Anna Noreen Christopher Date: Aug. 19, 2020
Name: ANNA NOREEN CHRISTOPHER
Title: ~~Gen~~ General Partner

OWNER: DONALD CHRISTOPHER, A MARRIED MAN AS HIS SOLE AND SEPARATE
PROPERTY

By: Donald Christopher Date: 8-19-20
Name: Donald Christopher
Title:

OWNER: DONALD C. CHRISTOPHER

By: Donald C. Christopher Date: 8-19-90
Name: Donald C. Christopher
Title:

OWNER: FILICE FAMILY ESTATE, A CALIFORNIA LIMITED PARTNERSHIP

BY: ITS GENERAL PARTNER CUGINI CALABIA LLC A CALIFORNIA LIMITED LIABILITY CO.

By:  Date: 8/19/20

Name: John M. Filice Jr.

Title: Manager

By:  Date: 8/19/20

Name: Timothy J. Filice

Title: Manager

By:  Date: 8/19/20

Name: Craig P. Filice

Title: Manager

DEVELOPER: KB HOME SOUTH BAY INC. A CALIFORNIA CORPORATION

By:  Date: 8/19/20

Name: Ray Panek

Title: Senior Vice President

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Santa Clara

On August 19, 2020 before me, Rosanna Arguelles-Patton, Notary Public

Date

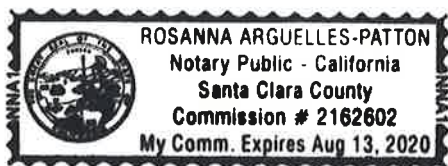
Here Insert Name and Title of the Officer

personally appeared Frank A. Christopher Jr., Anna Noreen Christopher, Donald Christopher,

Name(s) of Signer(s)

Donald C. Christopher, John M. Filice Jr., Timothy J. Filice, and Craig P. Filice

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

The notary commission extended pursuant to Executive Order N-63-20.

Place Notary Seal and/or Stamp Above

Signature

R. Arguelles-Patton

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Town Center - Tract 10472

Title or Type of Document: Property Improvement Agreement No. 2020-01

Document Date: TBD Number of Pages: 25

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

"A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

STATE OF CALIFORNIA)SS
COUNTY OF CONTRA COSTA)

On AUGUST 19, 2020, before me, MICHELLE C. ADAMS, Notary Public, personally appeared RAY PANELO

, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



My Commission Expires: DECEMBER 11, 2020

Notary Name: MICHELLE C. ADAMS

Notary Registration Number: 2175237



This area for official notarial seal

Notary Phone: _____

County of Principal Place of Business: CONTRA COSTA

CITY OF GILROY

By:

Jimmy Forbis
Interim City Administrator

Date:

ATTEST:

Shawna Freels, City Clerk

APPROVED AS TO FORM:

Andrew L. Faber, City Attorney

NOTE: If Developer is a corporation, the complete legal name and corporate seal of the corporation and the corporate titles of the persons signing for the corporation shall appear above.

[ATTACH CURRENT NOTARY FORM(S)]

EXHIBIT A

Real property in the City of Gilroy, County of Santa Clara, State of California, described as follows:

LOT J AS SHOWN ON THE MAP ENTITLED "TRACT 10446 THE GROVE", FILED IN THE OFFICE OF THE RECORDER ON JUNE 27, 2018, IN BOOK 915 OF MAPS, AT PAGES 28 THROUGH 39, AND AMENDED MAP RECORDED FEBRUARY 12, 2019, IN BOOK 921, PAGES 8 THROUGH 20, SANTA CLARA COUNTY RECORDS.

APN: 808-19-024 (Affects: a portion) and 808-19-010 (Affects: a portion)

Real property in the City of Gilroy, County of Santa Clara, State of California, described as follows:

All that real property situated in the City of Gilroy, County of Santa Clara, State of California, being a portion of Miller Avenue as shown on that certain Map entitled "Amended Map Tract 10446, The Grove" filed February 12, 2019 in Book 921 of Maps, at Pages 8 through 20, Records of Santa Clara County, California, being more particularly described as follows:

STRIP A

Beginning at the intersection of the centerline of Miller Avenue with the west line of W. Tenth Street, as shown on said Map, said point being the beginning of a curve to the left, from which the radius point bears S70°01'57"E, a radial distance of 1,118.00 feet; thence along the west line of W. Tenth Street, southerly along said curve, through a central angle of 05°59'30", a distance of 116.92 feet to the west line of Miller Avenue; thence along said west line, N07°07'03"E, a distance of 1,186.64 feet, to the westerly projection of the south line of W. Luchessa Avenue, as shown on said Map; thence along said projection, S68°31'37"E, a distance of 20.64 feet to the centerline of Miller Avenue; thence along said centerline, S07°07'03"W, a distance of 1,066.38 feet to the Point of Beginning.

STRIP B

Beginning at the intersection of the centerline of Miller Avenue with the west line of W. Tenth Street, as shown on said Map; thence along the centerline of said Miller Avenue, N07°07'03"E, a distance of 1,066.38 feet, to the westerly projection of the south line of W. Luchessa Avenue, as shown on said Map; thence along said projection, S68°31'37"E, a distance of 20.64 feet to the east line of Miller Avenue; thence along said east line; S07°07'03"W a distance of 861.93 feet; thence continuing along said east line, S83°52'01"E, a distance of 10.00 feet; thence continuing along said east line, S07°07'03"W, a distance of 92.73 feet, to the west line of said W. Tenth Street, and beginning of a non-tangent curve to the left, from which the radius point bears S64°20'46"E, a radial distance of 1,118.00 feet; thence along said west line, southwesterly along said curve, through a central angle of 05°41'11", a distance of 110.96 feet to the Point of Beginning.

Real property in the City of Gilroy, County of Santa Clara, State of California, described as follows:

PARCEL 1 AS SHOWN ON PARCEL MAP RECORDED JUNE 04, 2019, IN BOOK 923 OF PARCEL MAPS, PAGES 50-54, SANTA CLARA COUNTY RECORDS.

APN: 808-18-003 (Affects this and other property)

**CITY OF GILROY
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
COST ESTIMATE**

ENCOMPASS NO: E1 **18110004** Revised: 30-Jul-20
 DATE: **28-Aug-19** Revision Number:
 NUMBER: **Tract 10472 Town Center Multifamily at Glen Loma Ranch** Revision By: WH
 PROJECT LOCATION: **Santa Teresa Blvd. & Miller**
 PARCEL NUMBER: **808-18-003**
 OWNER/DEVELOPER: **Glen Loma Corporation**
 MAILING ADDRESS:
 TELEPHONE NO:
 PREPARED BY: **Jason Santos**

Account No.	Key Code	Fee:	Credits:	Amount Due:	Account Description	Paid on Invoice #
100-2601-0000-3625	4904	\$2,665.60		\$2,665.60	Special Public Works Serv	
100-2601-0000-3605	4702	\$594,221.96	\$173,288.64	\$420,933.32	Eng Plan Check & Insp	21550853 11/15/2018
420-2600-0000-3660	4501	\$16,834.00		\$16,834.00	Storm Development Fee	
432-2600-0000-3660	3301	\$485.85		\$485.85	Str Tree Development Fee	
433-2600-0000-3660	4905	\$1,232,932.00		\$1,232,932.00	Traffic Impact Fee	
435-2600-0000-3660	4509	\$838,736.00		\$838,736.00	Sewer Development Fee	
436-2600-0000-3660	4510	\$215,388.00		\$215,388.00	Water Development Fee	
440-2600-0000-3660	4515	\$2,224,064.00		\$2,224,064.00	Public Facility Fee	
720-0433-0000-3620	2202	\$0.00		\$0.00	Const Water Use Fee	
801-2601-PWD0-3899	4703	\$0.00		\$0.00	Reimbursements	
801-2601-PWD0-3899	4703	\$0.00		\$0.00	Other Reimbursements	
Fee Total		\$5,125,327.41	Total	\$4,952,038.77		

Payment Bond Amount for all improvements \$6,999,071
 Performance Bond Amount for all improvements \$6,999,071

CITY OF GILROY
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION
COST ESTIMATE

ENCOMPASS NO: E1 **18110004**
 DATE: **28-Aug-2019**
 NUMBER: **Tract 10472 Town Center Multifamily at Glen Loma Ranch**
 PROJECT LOCATION: **Santa Teresa Blvd. & Miller**
 PARCEL NUMBER: **808-18-003**
 OWNER/DEVELOPER: **Glen Loma Corporation**
 MAILING ADDRESS:
 TELEPHONE NO:
 PREPARED BY: **Jason Santos**

COST SCHEDULE TYPE: FINAL ENGINEERING
 COST ESTIMATE ? y PLAN CHECK ? INCENTIVE AGREEMENT ONLY ? N
 DEFER PUBLIC FACILITY FEE ? TO PERMIT ? N TO FINAL ? N
 DEFER SEWER, WATER, TRAFFIC FEES ? TO PERMIT ? N TO FINAL ? N

NOTE: This Preliminary Cost Schedule is an estimate and will be adjusted to the rates in effect at the time permits are issued.

Site Information:	Gross Acres:	Lots:	Units:	Sq Ft:
Residential-Low ?	0.000	0	0	
Residential-High ?	19.000	58	124	
Commercial-Low ?	0.000	0		0
Commercial-High ?	0.000	0		0
Industrial-General ?	0.000	0		0
Industrial-Warehouse ?	0.000	0		0
Assembly Hall?	0.000	0		0
Common Area?	0.000			0

Commercial/Industrial Allocations: Sewer GPD: 0 Water GPD: 0

Reimbursements and credits:

Front Footage/Square Footage Charges

Street Tree FF:	Water FF:	Sewer FF:	Storm FF:	Const Water Acres to be Developed:
1,185.0	0.0	0.0	0.0	0.000
Pavement SF:	Median SF:	Sidewalk SF:	Curb/Gutter FF:	Construction Water FF:
0.0	0.0	0.0	0.0	0.0

SPECIAL PUBLIC WORKS SERVICES

100-2601-0000-3625

\$2,665.60

Maps:

Final Map	\$1,755.00	+	\$15.70	/ lot	y	<u>\$2,665.60</u>	Fee ID N0-FINALM
Parcel Map	\$2,035.00	+	\$630.00	/ lot	N	<u>\$0.00</u>	Fee ID N0-PARCELM
Re-assessment Map (Assessment District Parcels)	\$1,710.00	+	\$630.00	/ lot	N	<u>\$0.00</u>	Fee ID N-ASSES

Administration Fees:

(Cost Schedules, Agreements, R/W Reviews and Other Misc. Services)

0 hr Misc Services	\$185.00	/ hr.	Y	<u>\$0.00</u>	Fee ID N-MISC
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Special Staff Analysis

0 hr Special Analysis	\$143.44	/ hr.	N	<u>\$0.00</u>	
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ENGINEERING PLAN CHECK & INSPECTION

100-2601-0000-3605

COST ESTIMATE

\$594,221.96

ACTUAL COST OF PUBLIC IMPROVEMENTS FINAL ENGINEERING PLAN CHECK

\$0.00

At time of Improvement Plan/Final Map submittal 40% of fee is due for Plan Check. Remainder 60% due prior to submittal of Final Map for Council approval

Additional Plan Review After First Three Submittals or Review of Changes, Additions or Revisions to Approved Plans

0 hr Additional Plan Review (2 Hour Minimum)	\$143.44 / hr.	N	\$0.00	Fee ID N0-GRADINS
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Re-Inspection Fee

0 hr Re-Inspection	\$125.00 / hr.	N	\$0.00	Fee ID N0-GRADINS
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Inspections outside of normal business hours

0 hr Inspection	\$475.00 +	\$160.00 / hr. after 3hrs	N	\$0.00	Fee ID N0-GRADINS
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(Based on total cost of improvements)

Estimated Cost of Improvements

			COST ESTIMATE		ACTUAL COST	
12.6%	\$0	\$100,000	Y	\$6,999,071	Y	\$0
				\$12,600.00		\$0.00
10.5%	\$100,000	\$200,000	Y	\$10,500.00	Y	\$0.00
8.4%	over	\$200,000	Y	\$571,121.96	Y	\$0.00

Payment Bond Amount for all improvements

\$6,999,071

Performance Bond Amount for all improvements

\$6,999,071**IMPACT FEES****Storm Drain Impact Fee**

420-2600-0000-3660

\$16,834.00

a. Residential-Low	\$564.00 / acre	Y	\$0.00	Fee ID N0-SD-LD
b. Residential-High	\$886.00 / acre	Y	\$16,834.00	Fee ID N0-SD-HD
c. Commercial	\$1,528.00 / acre	Y	\$0.00	Fee ID N0-SD-C
d. Industrial	\$1,128.00 / acre	Y	\$0.00	Fee ID N0-SD-I
e. Assembly Hall	\$564.00 / acre	Y	\$0.00	Fee ID N0-SD-AH

Street Tree Fee

432-2600-0000-3660

\$485.85

a. City Planting and Replacement	\$3.06 / f.f. x	N	0.0 =	\$0.00	Fee ID N0-TREEPLT
b. Inspection and Replacement	\$0.41 / f.f. x	Y	1,185.0 =	\$485.85	Fee ID N0-TREEINS

Traffic Impact Fee

433-2600-0000-3660

\$1,232,932.00

a. Residential-Low	\$12,265.00 / unit	Y	\$0.00	Fee ID N1-TRAF-LD
b. Residential-High	\$9,943.00 / unit	Y	\$1,232,932.00	Fee ID N2-TRAF-HD
c. Commercial-Low Traffic (< 10.75 trips/1000 sf)	\$13,571.00 / k.s.f.	Y	\$0.00	Fee ID N3-TRAF-CL
d. Commercial-High Traffic (>= 10.75 trips/1000 sf)	\$27,413.00 / k.s.f.	Y	\$0.00	Fee ID N3-TRAF-CH
e. Industrial-General	\$5,378.00 / k.s.f.	Y	\$0.00	Fee ID N4-TRAF-IG
f. Industrial-Warehouse	\$3,898.00 / k.s.f.	Y	\$0.00	Fee ID N4-TRAF-IW

Sewer Impact Fee		435-2600-0000-3660					\$838,736.00
a.Residential-Low	\$12,501.00	/ unit	Y	\$0.00	Fee ID N1-SS-LD		
b.Residential-High	\$6,764.00	/ unit	Y	\$838,736.00	Fee ID N2-SS-HD		
c.Commercial/Industrial	\$3,956.00	/ cgp	Y	\$0.00	Fee ID N5-SS-C/I		
Water Impact Fee		436-2600-0000-3660					\$215,388.00
a.Residential-Low	\$4,294.00	/ unit	Y	\$0.00	Fee ID N1-WATR-LD		
b.Residential-High	\$1,737.00	/ unit	Y	\$215,388.00	Fee ID N2-WATR-HD		
c.Commercial/Industrial	\$6,731.00	/ kgpd	Y	\$0.00	Fee ID N5-WTR-C/I		
Public Facilities Impact Fee		440-2600-0000-3660					\$2,224,064.00
a.Residential-Low	\$21,318.00	/ unit	Y	\$0.00	Fee ID N1-PF-LD		
b.Residential-High	\$17,936.00	/ unit	Y	\$2,224,064.00	Fee ID N2-PF-HD		
c.Commercial	\$3,213.00	/ k.s.f.	Y	\$0.00	Fee ID N3-PF-C		
d.Industrial	\$1,423.00	/ k.s.f.	Y	\$0.00	Fee ID N4-PF-I		
Water User Fee (Construction)		720-0433-0000-3620			Y		\$0.00
	\$3.00	/ f.f.		\$0.00	Fee ID N0-CONWTF		
		plus					
	\$182.73	/ a.c.		\$0.00	Fee ID N0-CONWTAC		

FRONT FOOT CHARGES

(Used to charge and reimburse fees for existing infrastructure)

The Half Pipe schedule is used to determine the front footage reimbursement to former developers for infrastructure previously installed along the front footage of the development.

The Full Pipe schedule is used to determine the oversizing reimbursement to the developer for installing water, sewer, and storm main extensions to sizes required by each master plan that are greater than the sizes required by the development. The oversized portion is the difference between the master planned size for the main and the greater of the main size required by the development or the developer's minimum responsibility for each main.

Water		801-2601-PWD0-3899					\$0.00
Water Mains - including fire hydrants, valves, valve boxes and other pertinences. Developer responsibility is up to and including 12" mains							
		<u>Half Pipe</u>		<u>Lineal Footage</u>			
6 inch Main	\$39.00	/ LF x	N	0.0	=	\$0.00	Fee ID N-WR06-1/2
8 inch Main	\$41.00	/ LF x	N	0.0	=	\$0.00	Fee ID N-WR08-1/2
10 inch Main	\$47.00	/ LF x	N	0.0	=	\$0.00	Fee ID N-WR10-1/2
12 inch Main	\$52.00	/ LF x	N	0.0	=	\$0.00	Fee ID N-WR12-1/2
14 inch Main	\$57.00	/ LF x	N	0.0	=	\$0.00	Fee ID N-WR14-1/2
16 inch Main	\$62.00	/ LF x	N	0.0	=	\$0.00	Fee ID N-WR16-1/2
18 inch Main	\$68.00	/ LF x	N	0.0	=	\$0.00	Fee ID N-WR18-1/2
20 inch Main	\$76.00	/ LF x	N	0.0	=	\$0.00	Fee ID N-WR18-1/2
24 inch Main	\$82.00	/ LF x	N	0.0	=	\$0.00	Fee ID N-WR24-1/2
30 inch Main	\$91.00	/ LF x	N	0.0	=	\$0.00	Fee ID N-WR30-1/2
36 inch Main	\$106.00	/ LF x	N	0.0	=	\$0.00	Fee ID N-WR36-1/2

Front Foot Charges Continued

(Used to charge and reimburse fees for existing infrastructure)

Sewer

801-2601-PWD0-3899

\$0.00

Sewer Mains - including manhole and other pertinences.
Developer responsibility is up to and including 12" mains.

				Half Pipe	Lineal Footage						
6	inch	Main		\$73.00	/	LF x	N	0.0	=	\$0.00	Fee ID N-SS06-1/2
8	inch	Main		\$75.00	/	LF x	N	0.0	=	\$0.00	Fee ID N-SS08-1/2
10	inch	Main		\$81.00	/	LF x	N	0.0	=	\$0.00	Fee ID N-SS10-1/2
12	inch	Main		\$83.00	/	LF x	N	0.0	=	\$0.00	Fee ID N-SS12-1/2
15	inch	Main		\$87.00	/	LF x	N	0.0	=	\$0.00	Fee ID N-SS15-1/2
18	inch	Main		\$93.00	/	LF x	N	0.0	=	\$0.00	Fee ID N-SS18-1/2
21	inch	Main		\$102.00	/	LF x	N	0.0	=	\$0.00	Fee ID N-SS21-1/2
24	inch	Main		\$106.00	/	LF x	N	0.0	=	\$0.00	Fee ID N-SS24-1/2
27	inch	Main		\$122.00	/	LF x	N	0.0	=	\$0.00	Fee ID N-SS27-1/2
30	inch	Main		\$144.00	/	LF x	N	0.0	=	\$0.00	Fee ID N-SS30-1/2
33	inch	Main		\$158.00	/	LF x	N	0.0	=	\$0.00	Fee ID N-SS33-1/2
36	inch	Main		\$178.00	/	LF x	N	0.0	=	\$0.00	Fee ID N-SS36-1/2
39	inch	Main		\$212.00	/	LF x	N	0.0	=	\$0.00	Fee ID N-SS39-1/2
42	inch	Main		\$265.00	/	LF x	N	0.0	=	\$0.00	Fee ID N-SS42-1/2

Street Improvements

801-2601-PWD0-3899

\$0.00Pavement, Sidewalks & Medians

					<u>Square Footage</u>			
AC/Bike path: base	\$2.55	/	SF x	N	0.0	=	\$0.00	Fee ID N-STR-ACB
AC/Bike path: pvmt	\$2.50	/	SF x	N	0.0	=	\$0.00	Fee ID N-STR-ACP
Sidewalk: new	\$9.75	/	SF x	N	0.0	=	\$0.00	Fee ID N-STR-S/W
Sidewalk: replace	\$13.25	/	SF x	N	0.0	=	\$0.00	Fee ID N-STR-S/WR
Resurfacing	\$2.55	/	SF x	N	0.0	=	\$0.00	Fee ID N-STR-RESU
Landscaped Median	\$20.35	/	SF x	N	0.0	=	\$0.00	Fee ID N-STR-LANM
Hardscaped Median	\$11.63	/	SF x	N	0.0	=	\$0.00	Fee ID N-STR-HARD

Traffic Signals (equipment only)

					<u>% of Lump Sum</u>			
Traffic Signal-3 leg	\$130,200.00	/	LS x	N	0%	=	\$0.00	Fee ID N-STR-TS3L
Traffic Signal-4 leg	\$158,500.00	/	LS x	N	0%	=	\$0.00	Fee ID N-STR-TS4L

Curb and Gutter

					<u>Lineal Footage</u>			
Curb/Gutter: new	\$25.85	/	LF x	N	0.0	=	\$0.00	Fee ID N-STR-C/G
Curb/Gutter: replace	\$33.40	/	LF x	N	0.0	=	\$0.00	Fee ID N-STR-C/GR
Curb Ramps	\$1,057.63	/	LF x	N	0.0	=	\$0.00	Fee ID N-STR-CR

Front Foot Charges Continued

(Used to charge and reimburse fees for existing infrastructure)

Storm Drain

801-2601-PWD0-3899

\$0.00

Storm Mains - including manholes, catch basins and other pertinences.
Developer responsibility is up to and including 24" mains.

		Half Pipe			Lineal Footage			
18 inch	Main	\$63.00	/ LF x	N	0.0	=	\$0.00	Fee ID N-SD18-1/2
21 inch	Main	\$69.00	/ LF x	N	0.0	=	\$0.00	Fee ID N-SD21-1/2
24 inch	Main	\$70.00	/ LF x	N	0.0	=	\$0.00	Fee ID N-SD24-1/2
27 inch	Main	\$82.00	/ LF x	N	0.0	=	\$0.00	Fee ID N-SD27-1/2
30 inch	Main	\$89.00	/ LF x	N	0.0	=	\$0.00	Fee ID N-SD30-1/2
33 inch	Main	\$91.00	/ LF x	N	0.0	=	\$0.00	Fee ID N-SD33-1/2
36 inch	Main	\$95.00	/ LF x	N	0.0	=	\$0.00	Fee ID N-SD36-1/2
42 inch	Main	\$99.00	/ LF x	N	0.0	=	\$0.00	Fee ID N-SD42-1/2
48 inch	Main	\$117.00	/ LF x	N	0.0	=	\$0.00	Fee ID N-SD48-1/2
54 inch	Main	\$137.00	/ LF x	N	0.0	=	\$0.00	Fee ID N-SD54-1/2
60 inch	Main	\$158.00	/ LF x	N	0.0	=	\$0.00	Fee ID N-SD60-1/2
66 inch	Main	\$179.00	/ LF x	N	0.0	=	\$0.00	Fee ID N-SD66-1/2
72 inch	Main	\$200.00	/ LF x	N	0.0	=	\$0.00	Fee ID N-SD72-1/2
78 inch	Main	\$216.00	/ LF x	N	0.0	=	\$0.00	Fee ID N-SD78-1/2
84 inch	Main	\$231.00	/ LF x	N	0.0	=	\$0.00	Fee ID N-SD84-1/2
90 inch	Main	\$246.00	/ LF x	N	0.0	=	\$0.00	Fee ID N-SD90-1/2
96 inch	Main	\$261.00	/ LF x	N	0.0	=	\$0.00	Fee ID N-SD96-1/2

NOTE: All deferred and/or estimated fees will be adjusted to the rates in effect at the time fees are paid.

The undersigned agrees to provide actual construction costs for recalculation of fees and pay any underestimated fees prior to final acceptance. If the recalculated fees are less than the estimate, the City of Gilroy will refund the difference. Additional plan review required by changes, additions or revisions to approved plans, re-inspections and inspections outside of normal business hours will be billed as shown in the City of Gilroy's most current comprehensive fee schedule at the hourly rates in effect at the time of inspection.

Accepted by: _____

Print Name: _____

Date: _____

OVERSIZING SCHEDULE

(Used to reimburse oversized infrastructure)

Total Oversized Water, Sewer and Storm Drain Main Reimbursement\$0.00**Total Oversized Water Main Reimbursement**

(Developer is responsible for up to and including 12" mains)

\$0.00

			<u>Oversized Full Pipe \$/foot</u>	-	<u>Minimum 12" main Full Pipe \$/foot</u>		<u>Oversized Footage</u>	=	<u>Oversized Reimbursement</u>	
14 inch	Main		\$114.00	-	\$104.00	x	0.0	=	\$0.00	N
16 inch	Main		\$124.00	-	\$104.00	x	0.0	=	\$0.00	N
18 inch	Main		\$135.00	-	\$104.00	x	0.0	=	\$0.00	N
20 inch	Main		\$151.00	-	\$104.00	x	0.0	=	\$0.00	N
24 inch	Main		\$164.00	-	\$104.00	x	0.0	=	\$0.00	N
30 inch	Main		\$182.00	-	\$104.00	x	0.0	=	\$0.00	N
36 inch	Main		\$211.00	-	\$104.00	x	0.0	=	\$0.00	N

Total Oversized Sewer Main Reimbursement

(Developer is responsible for up to and including 12" mains)

\$0.00

			<u>Oversized Full Pipe \$/foot</u>	-	<u>Minimum 12" main Full Pipe \$/foot</u>		<u>Oversized Footage</u>	=	<u>Oversized Reimbursement</u>	
15 inch	Main		\$174.00	-	\$166.00	x	0.0	=	\$0.00	N
18 inch	Main		\$186.00	-	\$166.00	x	0.0	=	\$0.00	N
21 inch	Main		\$204.00	-	\$166.00	x	0.0	=	\$0.00	N
24 inch	Main		\$211.00	-	\$166.00	x	0.0	=	\$0.00	N
27 inch	Main		\$244.00	-	\$166.00	x	0.0	=	\$0.00	N
30 inch	Main		\$287.00	-	\$166.00	x	0.0	=	\$0.00	N
33 inch	Main		\$315.00	-	\$166.00	x	0.0	=	\$0.00	N
36 inch	Main		\$356.00	-	\$166.00	x	0.0	=	\$0.00	N
39 inch	Main		\$423.00	-	\$166.00	x	0.0	=	\$0.00	N
42 inch	Main		\$529.00	-	\$166.00	x	0.0	=	\$0.00	N

Total Oversized Storm Drain Main Reimbursement

(Developer is responsible for up to and including 24" mains)

\$0.00

			<u>Oversized Full Pipe \$/foot</u>	-	<u>Minimum 24" main Full Pipe \$/foot</u>		<u>Oversized Footage</u>	=	<u>Oversized Reimbursement</u>	
27 inch	Main		\$164.00	-	\$140.00	x	0.0	=	\$0.00	N
30 inch	Main		\$177.00	-	\$140.00	x	0.0	=	\$0.00	N
33 inch	Main		\$182.00	-	\$140.00	x	0.0	=	\$0.00	N
36 inch	Main		\$189.00	-	\$140.00	x	0.0	=	\$0.00	N
42 inch	Main		\$197.00	-	\$140.00	x	0.0	=	\$0.00	N
48 inch	Main		\$233.00	-	\$140.00	x	0.0	=	\$0.00	N
54 inch	Main		\$273.00	-	\$140.00	x	0.0	=	\$0.00	N
60 inch	Main		\$315.00	-	\$140.00	x	0.0	=	\$0.00	N

Oversizing Schedule Continued

(Used to reimburse oversized infrastructure)

Oversized Storm Drain Main Reimbmnt Continued

			Oversized Full Pipe \$/foot	Minimum 24" main Full Pipe \$/foot		Oversized Footage	=	Oversized Reimbursement	
66 inch	Main		\$357.00	\$140.00	x	0.0	=	\$0.00	N
72 inch	Main		\$399.00	\$140.00	x	0.0	=	\$0.00	N
78 inch	Main		\$431.00	\$140.00	x	0.0	=	\$0.00	N
84 inch	Main		\$461.00	\$140.00	x	0.0	=	\$0.00	N
90 inch	Main		\$492.00	\$140.00	x	0.0	=	\$0.00	N
96 inch	Main		\$522.00	\$140.00	x	0.0	=	\$0.00	N

RECORDING REQUESTED BY:
City of Gilroy

WHEN RECORDED MAIL TO:

Thai Pham
City of Gilroy
7351 Rosanna Street
Gilroy, CA 95020

NOTICE OF ACCEPTANCE OF COMPLETION

NOTICE IS HEREBY GIVEN that work agreed to be performed under the property agreement between the City of Gilroy, a municipal corporation, whose address is 7351 Rosanna Street, Gilroy, CA 95020, and the Contractor mentioned below who developed said project, was accepted as completed by the City of Gilroy on the.

Project No.: Property Improvement Agreement No. 2020-01, Project Name Tract 10472 Town Center Multifamily

Contractor Name: KB Home South Bay Inc

Contractor Address: 6700 Koll Center Pkwy, Ste 200 Pleasanton, CA 94566

Surety on Contract: Liberty Mutual Insurance Company

Location of Project: Glen Loma Ranch, Tract 10472

Description of Work: Tract Improvements

Interest of City: x Owner in Fee; Vendee under Agreement to Purchase; Lessee;
 x Owner of Easements; Holder of License; Owner of Streets;
 x Owner of Utilities, Water, Sewer, Storm Systems

Owner's Name: City of Gilroy

Work Done: Install underground utilities, electrical, landscape, and open space

This notice is given in accordance with the provisions of Section 3093 of the Civil Code of the State of California.

The undersigned declares:

That he is an officer of the City of Gilroy, that he has read the foregoing Notice of Acceptance of Completion and knows the contents thereof; and that the same is true of his own knowledge, except as to those matters that he believes it to be true.

I certify under penalty of perjury that the foregoing is true and correct. Executed at the City of Gilroy, County of Santa Clara, State of California on December 8, 2026.

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

CITY OF GILROY

BY Jorge Duran

TITLE Senior Engineer.

This document is for the benefit of the City of Gilroy. Request for Recordation without fee is made in accordance with Section 27383 of the Government Code of the State of California.

RECORDING REQUESTED BY:)

City of Gilroy)

WHEN RECORDED, MAIL TO:)

Kim Mancera, City Clerk)

City of Gilroy)

7351 Rosanna Street)

Gilroy, CA 95020)

RECORDED WITHOUT FEE PER CALIFORNIA GOVERNMENT CODE SECTION 27383

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

NOTICE OF ACCEPTANCE OF COMPLETION

PROPERTY IMPROVEMENT AGREEMENT NO. 2020-01

PROJECT NAME - Tract 10472, Town Center Multifamily:

DEVELOPER NAME : KB Home South Bay

SEPARATE PAGE PURSUANT TO GOVERNMENT CODE SECTION 27361.6



City of Gilroy

STAFF REPORT

Agenda Item Title: Approve Notice of Acceptance of Completion, and Reduction of the Faithful Performance and Payment Security Bonds for Property Improvement Agreement No. 2020-02, Nebbiolo Malvasia The Glen Tract 10520

Meeting Date: December 8, 2025
From: Brad Kilger, Interim City Administrator
Department: Public Works
Submitted by: John Doughty, Public Works Director
Prepared by: Jorge Duran, Senior Civil Engineer

STRATEGIC PLAN GOALS: Promote Economic Development Activities

RECOMMENDATION

Approve the Notice of Acceptance of completion and reduction of the faithful performance and payment security bonds for property improvement agreement number 2020-02, Nebbiolo, Malvasia, The Glen - Tract 10520.

EXECUTIVE SUMMARY

On and off-site improvements for Nebbiolo, Malvasia, The Glen - Tract 10520 have been completed. The Developer is seeking reduction in the performance bonds per City of Gilroy City Code. Staff is requesting that Council approve the Notice of Acceptance of Completion and Reduction of the Faithful Performance and Payment Security Bonds for Property Agreement number 2020-02 for Nebbiolo, Malvasia, The Glen - Tract 10520.

BACKGROUND

In August 5, 2019, The Glen Loma Corporation (Developer) received Tentative Map approval for the Nebbiolo, Malvasia, The Glen residential project, to create 171 single-family residential lots located north of Santa Teresa Boulevard, between Merlot Drive and Miller Avenue. [Reference: Resolution No. 2019-46, TM 18-02]. The approvals were

to construct streets, utilities, landscaping, lighting, fences, walls, and open space areas.

On September 21, 2020, The Christopher Family Partnership, Donald Christopher, and Filice Family Estate, received Council approval of Tract 10520 Final Map and the Property Improvement Agreement 2020-02 for the development of the site and related Public Improvements of the Nebbiolo, Malvasia, and The Glen subdivision.

The developer has paid plan check and inspection fees, submitted bonding and insurance for the above referenced Property Improvement Agreement and Tract Map.

ANALYSIS

Chapter 21, Article III, Section 21.81 of the City Code allows the City Council to authorize a reduction in the payment and performance bonds that the builder provided prior to the Property Improvement Agreements being accepted by Council. The amount of the bond reduction is consistent with the amount of work completed at the time of request. A maintenance bond in the amount of 10% of the construction cost ensures that defective or damaged improvements will be corrected during the one-year maintenance warranty period. The project's actual improvement costs have been reviewed to ensure that the Maintenance Security amount covers any anticipated issue with the installed improvements.

The developer, The Christopher Family Partnership, Donald Christopher, and Filice Family Estate request a reduction of Tract 10520 Faithful Performance and Payment Bonds to a Maintenance Bond. This Maintenance Bond is 10% of the bonds value for the Tract improvements bond, reducing it for Tract 10520 from the original \$11,646,051 to \$1,164,605. The original security provided for 100% of the estimated construction cost and payment for tract improvements, which consist of new streets, grading, curb, gutter, sidewalk, utilities, landscape, and electrical lighting.

The project is fully complete, and the Notice of Completion document is ready for acceptance and recordation with Santa Clara County. Attachment 3 contains the Notice of Completion.

ALTERNATIVES

Deny the request to approve the Notice of Acceptance and reduction of the bonds. Staff does not recommend this option as it will cause costly and unnecessary development delays.

FISCAL IMPACT/FUNDING SOURCE

The developer has paid plan check and inspection fees, submitted bonding and insurance for the above referenced Property Improvement Agreement and Tract Map. The Faithful Performance and Payment Bonds held as security will be reduced from

\$11,646,051 to \$1,164,605.

PUBLIC OUTREACH

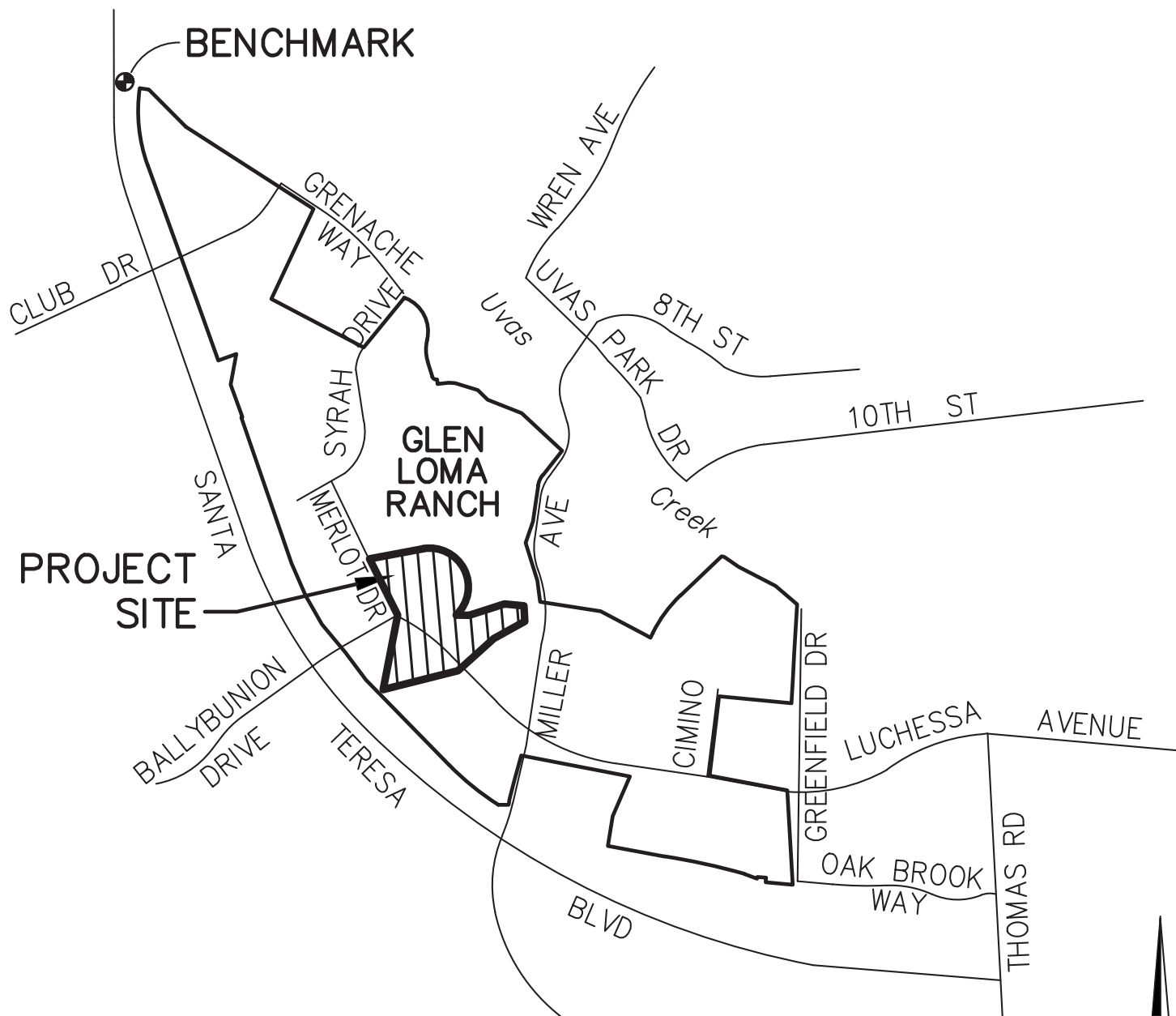
N/A

NEXT STEPS

N/A

Attachments:

1. Exhibit A - Vicinity Map GLR Neb Mal Glen Tract 10520
2. Exhibit B - PIA GLR Neb Mal Glen Tract 10520
3. Exhibit C - NOC_Neb Malv Glen



VICINITY MAP

NO SCALE

RECORDING REQUESTED BY:

City of Gilroy

WHEN RECORDED, MAIL TO:

Shawna Freels
City of Gilroy
7351 Rosanna Street
Gilroy, CA 95020

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

Property Improvement Agreement No. 2020-02
NEBBIOLO, MALVASIA, & THE GLEN – Tract 10520
APN: 808-18-003, 808-18-024, 808-18-025, & 808-18-026
The Christopher Family Partnership, A California Limited Partnership;
Donald Christopher; Donald C. Christopher; and Filice Family Estate, A
California Limited Partnership.

**PROPERTY IMPROVEMENT AGREEMENT
RESIDENTIAL**

**AGREEMENT FOR EXTENSIONS OF WATER DISTRIBUTION SYSTEMS;
IMPROVEMENT OF STREETS: INSTALLATION OF SEWERS, STORM
DRAINS AND OTHER PUBLIC WORKS FACILITIES
Property Improvement Agreement No. 2020-02**

This Property Improvement Agreement ("Agreement") is made and entered into this ____ day of ____, 20____, by and between the City of Gilroy, a municipal corporation, herein called the "City," and The Christopher Family Partnership, A California Limited Partnership; Donald Christopher; Donald C. Christopher, and Filice Family Estate, a California Limited Partnership, herein called "Owner", and KB Home South Bay Inc. a California corporation. herein called "Developer".

WHEREAS, a final map of subdivision, record of survey or building permit (Site Clearance) application has now been submitted to the City for approval and acceptance, covering certain real estate and property improvements known as and called: Nebbiolo, Malvasia, & The Glen, APN: 808-18-003, 808-18-024, 808-18-025, & 808-18-026, a legal description of which is attached hereto and incorporated herein as Exhibit "A" (the "Property"), and as described in the project improvement plans entitled Improvement Plans for Nebbiolo, Malvasia, & The Glen.

WHEREAS, the Owner is the fee owner of the Property and requires certain utilities and public works facilities in order to service the Property under the minimum standards established by the City and,

WHEREAS, the City, by and through its City Council, has enacted certain Codes, Ordinances and Resolutions and certain Rules and Regulations have been promulgated concerning the subject matter of this Agreement and,

WHEREAS, the City has certain responsibilities for maintenance and operation of such utilities and public service facilities after acceptance by City, and for providing the necessary connecting system, general plant and appurtenances, and the City is agreeing to discharge those responsibilities, provided that Developer has faithfully and fully complied with all of the terms, covenants, conditions to be performed by Developer pursuant to this Agreement.

NOW THEREFORE, in consideration of the foregoing premises and in order to carry on the intent and purpose of said Codes, Ordinances, Resolutions and Regulations and established policies of the City and the laws of the State of California and the United States of America it is agreed by and between the parties as follows:

SECTION 1

That all Codes, Ordinances, Resolutions, Rules and Regulations and established policies of the City and the laws of the State of California and the United States of America concerning the subject matter of this Agreement are hereby referred to and incorporated herein to the same effect as if they were set out at length herein. Said Codes, Ordinances, Resolutions, Rule and Regulations include, but are not limited to, the following: the Code of the City of Gilroy, the current Zoning Ordinance, and the currently adopted Uniform Building Code.

SECTION 2

The Developer agrees:

- a. To perform each and every provision required by the City to be performed by the Developer in each and every one of said Codes, Ordinances, Resolution, Rules and other Regulations and established policies of the City and the laws of the State of California and the United States of America, including without limitation, the California Labor Code and California Public Contract Code. Developer further agrees and acknowledges that it is its obligation to determine whether, and to what extent, the work performed under this Agreement is subject to any Codes, Ordinances, Resolutions, Rules and other Regulations and established policies of the City and the laws of the State of California, the United States of America, the California Labor Code and Public Contract Code relating to public contracting and prevailing wage laws.
- b. To grant to the City without charge, free and clear of encumbrances, any and all easements and rights of way in and to the Property necessary for the City in order that its water, electricity, and/or sewer lines in or to said Property may be extended.
- c. To indemnify, defend with counsel of City's choice and hold the City free and harmless from all suits, fees, claims, demands, causes of action, costs, losses, damages, liabilities and expenses (including without limitation attorneys' fees) incurred by City in connection with (i) any damage done to any utility, public facility or other material or installation of the City on said Property which the Developer or any contractor or subcontractor of the Developer, or any employee of the foregoing, shall do in grading or working upon said Property; or (ii) arising or resulting directly or indirectly from any act or omission of Developer or Developer's contractors, or subcontractors, or any employee of the foregoing in connection with the work performed by them in connection with this Agreement, including without limitation all claims relating to injury or death of any person or damage to any property.
- d. To construct and improve all public works facilities and other improvements described in this Agreement and the improvement plans submitted to the City of Gilroy in furtherance of this Agreement on file with the City of Gilroy. All construction and improvements shall be completed in accordance with all standards established in the Codes, Ordinances, Resolutions, Rules and Regulations and established policies of the City and the laws of the State of California and the United States of America and this agreement, and in accordance with the grades, plans, and specifications approved by the City Engineer. Developer shall furnish two good and sufficient bonds, a Payment Bond and a Faithful Performance Bond, both of which shall be secured from a surety company admitted to do business in California. Each bond shall set forth a time period for performance by the contractor of its obligations and the terms and conditions on which the City may obtain the proceeds of the bond.

The Faithful Performance Bond shall be in an amount not less than one hundred percent (100%) of the total estimated amount payable for the improvements described in this Agreement, and shall secure payment to City and the Developer of any loss due to the default of the contractor or its inability or refusal to perform its contract. The performance bond shall by its terms remain in full force and effect for a period of not less than one year after completion of the improvements by Developer and acceptance of the improvements by City, to guarantee the repair and replacement of defective material and faulty workmanship. Upon completion of the improvements by Developer and acceptance of the improvements by City, Developer may substitute for the performance bond securing maintenance described above, a separate maintenance bond issued by an admitted surety in

the amount of ten percent (10%) of the total contract price of the improvements (provided that the amount of said bond shall not be less than One Thousand Dollars (\$1,000) to cover the one-year maintenance period.

The Payment Bond shall be in an amount not less than one hundred percent (100%) of the total estimated amount payable for the improvements described in this Agreement. The Payment Bond shall secure the payment of those persons or entities to whom the Developer may become legally indebted for labor, materials, tools, equipment or services of any kind used or employed by the contractor or subcontractor in performing the work, or taxes or amounts to be withheld thereon. The Payment Bond shall provide that the surety will pay the following amounts should the Contractor or a Subcontractor fail to pay the same, plus reasonable attorneys' fees to be fixed by the court if suit is brought upon the bond: (1) amounts due to any of the persons named in California Civil Code Section 9100; (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed for the improvements described in this Agreement; and (3) any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor. The Payment Bond shall, by its terms, inure to the benefit of any of the persons named in Civil Code Section 3181 so as to give a right of action to those persons or their assigns in any suit brought upon the bond.

Simultaneously with the submission of its building permit application (Site Clearance), the Developer shall submit the following for both the surety that furnishes the Payment Bond and the surety that furnishes the Faithful Performance Bond: (1) a current printout from California Department of Insurance's website (www.insurance.ca.gov) showing that the surety is admitted to do business in the State; or (2) a certificate from the Clerk of the County of Santa Clara that the surety's certificate of authority has not been surrendered, revoked, canceled, annulled, or suspended or in the event that it has, that renewed authority has been granted.

- e. Except as otherwise expressly provided in this Agreement, all plan check and inspection fees which are payable by Developer pursuant to the attached comprehensive fee schedule are due and payable to the City prior to Council approval of the final map of the subdivision. Upon approval of the record of survey or the building permit covering the real estate to be improved and before any work is done therein, the Developer shall pay to the City all other sums payable by Developer pursuant to the attached comprehensive fee schedule.
- f. At all times during the term of this Agreement and until the improvements constructed by Developer are accepted by City, Developer shall, at no cost to City obtain and maintain (a) a policy of general liability and property damage insurance in the minimum amount of One Million Dollars (\$1,000,000), combined single limit for both bodily injury and property damage; (b) workers' compensation insurance as required by law; and (c) broad form "Builder's Risk" property damage insurance with limits of not less than 100% of the estimated value of the improvements to be constructed by Developer pursuant to this Agreement.

All such policies shall provide that thirty (30) days written notice must be given in advance to City prior to termination, cancellation or modification. The insurance specified in (a) above shall name City as an additional insured and the insurance specified in (c) shall name City as a loss payee, and shall provide that City, although an additional insured or loss payee, may recover for any loss suffered by reason of the acts or omissions of Developer or Developer's contractors or subcontractors or their respective employees. Developer hereby waives, and Developer shall cause each of its contractors and subcontractors to waive, all rights to recover against City for any loss or

damage arising from a cause covered by the insurance required to be carried pursuant to this Agreement or actually carried by Developer in connection with the work described in this Agreement, and will cause each insurer to waive all rights of subrogation against City in connection therewith. All policies shall be written on an occurrence basis and not on a claims made basis and shall be issued by insurance companies acceptable to City. Prior to commencing any work pursuant this Agreement, Developer shall deliver to City the insurance company's certificate evidencing the required coverage, or if required by City a copy of the policies obtained.

SECTION 3

That all the provisions of this Agreement and all work to be done pursuant to the terms of this Agreement are to be completed to City's satisfaction within one year from and after the date and year of this Agreement first above written. Developer shall maintain such public works facilities and other improvements described in this Agreement at Developer's sole cost and expense at all times prior to acceptance by City in a manner which will preclude any hazard to life or health or damage to property.

SECTION 4

That the faithful and prompt performance by the Developer of each and every term and condition contained herein is made an express condition precedent to the duty of the City to perform any act in connection with this transaction, and the failure, neglect or refusal of the Developer to so perform, or to pay any monies due hereunder when due shall release the City from any and all obligations hereunder and the City, at its election, may enforce the performance of any provision herein, or any right accruing to the City or may pursue any remedy whatsoever it may have under applicable laws or the Codes, Ordinances, Resolutions, Rules and Regulations of the City, in the event of any such default by Developer.

SECTION 5

That this Agreement, including without limitation the general stipulations outlined in Section 6 below, is an instrument affecting the title or possession of the real property and runs with the land. Except as expressly provided in the second sentence of Item 9 of the general stipulations set forth in Section 6 below (relating to the payment of reimbursement to the original Developer named in this Agreement), all the terms, covenants and conditions herein imposed shall be binding upon and inure to the benefit of City, Developer, the successors in interest of Developer, their respective successors and permitted assigns and all subsequent fee owners of the Property. The obligations of the Developer under this Agreement shall be the joint and several obligations of each and all of the parties comprising Developer, if Developer consists of more than one individual and/or entity. Upon the sale or division of the Property, the terms of this Agreement shall apply separately to each parcel and the fee owners of each parcel shall succeed to the obligations imposed on Developer by this Agreement.

SECTION 6

That the following general stipulations shall be completed subject to the approval of the Public Works Director/City Engineer:

1. The Project shall comply with all Tentative Map conditions and applicable mitigation measures as contained in City Council Resolution 2019-46 (TM 18-02 approval).

2. All work within the public right-of-way shall be subject to the approval of the City Engineer.

3. The Developer shall perform all work in compliance with the City of Gilroy Specifications Standards Design Criteria, Glen Loma Ranch Development Agreement and Glen Loma Ranch Specific Plan and is subject to all laws of this community by reference. Street improvements and the design of all storm drainage, sewer lines, and all street sections shall be in accordance with City Standards and Glen Loma Ranch Specific Plan, Glen Loma Ranch Development Agreement and Glen Loma Ranch Backbone Plans and shall follow the most current City Master plan for streets and each utility.

4. The developer shall defend, indemnify, and hold harmless the City, its City Council, Planning Commission, agents, officers, and employees from any claim, action, or proceeding against the City or its City Council, Planning Commission, agents, officer, and employees to attack, set aside, void, or annul an approval of the City, City Council, Planning Commission, or other board, advisory agency, or legislative claim, action, or proceeding against it, and will cooperate fully in the defense. This condition is imposed pursuant to California Government Code Section 66474.9.

5. No building permit shall be issued in connection with this project if the Owner or Developer of such development (i) is not in compliance with the City's Residential Development Ordinance (City Zoning Ordinance Sections 50.60 et seq.) referred to as the RDO, any conditions of approval issued in connection with such development or other City requirements applicable to such development; or (ii) is in default under any agreement entered into with the City in connection with such development pursuant to the RDO. The project must also comply with any of condition of exemption granted from the RDO, including but not limited to time limits in obtaining City approvals and completion of construction of the dwelling units.

6. The City shall be notified at least two (2) working days prior to the start of any construction work and at that time the contractor shall provide a project schedule and a 24-hour emergency telephone number list.

7. At least one week prior to commencement of work, the developer shall post the site and mail to owners of property within (500') five hundred feet of the exterior boundary of the project site, to the homeowner associations of nearby residential projects and to the Engineering Division, a notice that construction work will commence on or around the stated date. The notice shall include a list of contact persons with name, title, phone number and area of responsibility. The person responsible for maintaining the list shall be included. The list shall be current at all times and shall consist of persons with authority to initiate corrective action in their area of responsibility. The names of individuals responsible for dust, noise and litter control shall be expressly identified in the notice.

8. If the developer proposes to phase construction with building occupancy, the developer shall create, for City Engineer approval prior to first occupancy, a construction staging plan that addresses the ingress and egress location for all construction vehicles, parking and material storage area separate from occupied residential units.

9. Locate and properly dispose of any wells, septic tanks and underground fuel storage facilities.

NOTE: The capping of any well will require inspection by the Santa Clara Valley Water District.

10. Schedule the construction of improvements along existing public roads so that the work affecting vehicular traffic is completed with a minimum interruption to traffic.

11. All work shall be coordinated so that the existing residents on all adjacent streets have access to their properties.

12. Before construction utilizing combustible materials may proceed, an all-weather access must be provided to within 150 feet of the building site; and at least one in service fire hydrant must be available within 150 feet of each portion of the site wherein this construction is to take place. Location of the fire hydrants will be determined by the Fire Chief.

13. A complete construction schedule, which shall include a detailed phasing plan (including traffic control for each proposed phase), shall be submitted and approved by the City Engineer prior to start of construction. Any deviation from the approved construction schedule and phasing plan shall be coordinated with the City Engineer. Deviating from the approved construction schedule and phasing plan without prior coordination with the City Engineer may prolong issuance of further building permits.

(a) Upon request by the City Engineer, the developer shall provide information for public outreach purposes, which may include maps and schedules for each phase of construction.

14. The developer shall obtain the required Habitat Conservation Plan (HCP) Permit and pay the applicable fees prior to the issuance of a grading permit or improvement plan approval.

15. One hard copy and electronic copy of the approved/stamped PG&E Joint Trench Composite Plans shall be submitted to the Engineering Division. Should there be a delay in obtaining the PG&E-approved joint trench plans, the Developer will be allowed to commence joint trench work "at-risk". The Developer assumes responsibility for any required redesign, and all costs associated with the redesign and additional city review resulting from the at-risk work completed without PG&E-approved joint trench plans. Design revisions and ultimate joint trench construction shall be completed to the satisfaction of the City Engineer.

16. Site preparation and fill construction shall be conducted under the observation of, and tested by, a licensed soils or geotechnical engineer. A report shall be filed with the City of Gilroy stating that all site preparation and fill construction meets the requirements of the geotechnical investigation. This shall be subject to review and approval by the Building Division. [CBC]

17. All grading operations and soil compaction activities shall be per the approved soils report and shall meet with the approval of the City Engineer.

18. New and existing utility lines, appurtenances, and associated equipment, including but not limited to electrical transmission, street lighting, and cable television shall be required to be placed underground. [Municipal Code Section 21, Article V]

19. Construction activity shall be restricted to the period between 7:00 a.m. to 7:00 p.m. Mondays through Fridays, Saturday 9:00 a.m. to 7:00 p.m. No work shall be done on

Sundays and City Holidays. The City Engineer will apply additional construction period restrictions, as necessary, to accommodate standard commute traffic along arterial roadways and along school commute routes.

20. Any damage resulting from project construction operations to existing city infrastructure on or adjacent to the subject property shall be repaired to the satisfaction of the City Engineer, at the full expense of the developer/contractor. This shall include slurry seal, overlay, street reconstruction, and repair to curb, gutter and sidewalk, driveway approach if reasonably deemed warranted by the City Engineer.

21. This project is subject to post-construction stormwater quality requirements per Section 27D of the Gilroy Municipal Code.

22. Storm water BMP Operation and Maintenance Agreement

- (a) Prior to the issuance of any building permit requiring stormwater management BMPs or as otherwise determined by the City Engineer, the owner(s) of the site shall enter into a formal written Stormwater BMP Operation and Maintenance Agreement with the City. The City shall record this agreement, against the property or properties involved, with the County of Santa Clara and it shall be binding on all subsequent owners of land served by the storm water management treatment BMPs. The City-standard Stormwater BMP Operation and Maintenance Agreement will be provided by Public Works Engineering.
- (b) This Agreement shall require that the BMPs not be modified and BMP maintenance activities not alter the designed function of the facility from its original design unless approved by the City prior to the commencement of the proposed modification or maintenance activity.
- (c) This Agreement shall also provide that in the event that maintenance or repair is neglected, or the stormwater management facility becomes a danger to public health or safety, the city shall have the authority to perform maintenance and/or repair work and to recover the costs from the owner.
- (d) All on-site stormwater management facilities shall be operated and maintained in good condition and promptly repaired/replaced by the property owner(s), an owners' or homeowners' association or other legal entity approved by the City.
- (e) Any repairs or restoration/replacement and maintenance shall be in accordance with City-approved plans.
- (f) The property owner(s) shall develop a maintenance schedule for the life of any stormwater management facility and shall describe the maintenance to be completed, the time period for completion, and who shall perform the maintenance. This maintenance schedule shall be included with the approved Stormwater Runoff Management Plan.

23. Stormwater BMP Inspections will be required for this project and shall adhere to the following:

- (a) The property owner(s) shall be responsible for having all stormwater management facilities inspected for condition and function by a knowledgeable third party.

- (b) Unless otherwise required by the City Engineer or designee, stormwater facility inspections shall be done at least twice per year, once in Fall, in preparation for the wet season, and once in Winter. Written records shall be kept of all inspections and shall include, at minimum, the following information:

1. Site address;
2. Date and time of inspection;
3. Name of the person conducting the inspection;
4. List of stormwater facilities inspected;
5. Condition of each stormwater facility inspected;
6. Description of any needed maintenance or repairs; and
7. As applicable, the need for site re-inspection.

24. Upon completion of each inspection, an inspection report shall be submitted to Public Works Engineering no later than October 1st for the Fall report, and no later than March 15th of the following year for the Winter report.

25. A minimum of one exterior monument shall be set. Additional monuments can be required by the City Engineer or City Surveyor as deemed necessary. Location of monuments shall be tied out prior to work.

26. In accordance with the California Professional Land Surveyors' Act (Business and Professions Code) Chapter 15 Sections 8771 and 8725, California Penal Code 605, and California Government Code 27581, the developer, their employees, subcontractors, and/or any person performing construction activities that will or may disturb an existing roadway/ street monument, corner stake, or any other permanent surveyed monument shall show all current monuments on the plans and shall ensure that a Corner Record and/or Record of Survey are filed with the County Surveyor Office prior to disturbing said monuments. All disturbed or destroyed monuments shall be reset and filed in compliance with Section 8771 at the developer's sole expense.

27. Bonding as required by the Section 2.d of this agreement will be accepted for the proposed improvements for an amount of **\$11,646,051** as shown on the attached Cost Estimate spreadsheet.

28. If there is any reimbursements payable to the Owner, they must be specifically identified in this Agreement. Any such reimbursements shall be payable to the original Owner named in this Agreement above, and shall not inure to the benefit of any subsequent owners of all or any portion of the Property. All reimbursements payable to Owner shall be subject to the City's reimbursement policies and ordinances in effect from time to time, including without limitation any expiration dates identified in such policies and ordinances. Such reimbursement shall be solely contingent upon the availability of the City's Traffic Impact Fee Funds and in no case shall the reimbursement be paid beyond ten (10) years after the execution of the Agreement. In addition to any other conditions, requirements and limitations set forth in the City's reimbursement policies and ordinances from time to time, (i) in no event shall any reimbursements be payable to Owner if City determines in its sole and absolute discretion from time to time that there are not sufficient reserves then on hand in the specific reimbursement fund from which Owners' reimbursement is payable, over and above any amounts anticipated to be required to be expended from such reimbursement fund, which reserves, at a minimum, are equal to at least half of the remaining average yearly anticipated expenditures of such reimbursement

fund as determined by City from time to time; (ii) City may, in its sole and absolute discretion, make partial reimbursement payments to Owner in yearly increments, as determined by City; and (iii) City may defer payments in any given year if projects deemed by City to be of high importance are determined by City, in its sole and absolute discretion, to be warranted or necessary, and the funds in such reimbursement fund are designated by the City for use on such projects of high importance.

SECTION 7

That the attached Development Cost Schedule enumerates all fees and their extensions.

TOTAL AMOUNT DUE TO CITY \$5,576,145.32

OWNER: THE CHRISTOPHER FAMILY PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

By: Francis A. Christopher, Jr. Date: Aug 19, 2020
Name: FRANCIS A. CHRISTOPHER, JR
Title: General Partner

By: Anna Maria Christopher Date: Aug 19, 2020
Name: ANNA N. CHRISTOPHER
Title: General Partner

OWNER: DONALD CHRISTOPHER, A MARRIED MAN AS HIS SOLE AND SEPARATE
PROPERTY

By: Donald Christopher Date: 8-18-20
Name: Donald Christopher
Title:

OWNER: DONALD C. CHRISTOPHER

By: Donald C. Christopher

Date: 8-19-20

Name: Donald C. Christopher

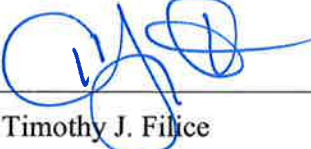
Title:

OWNER: FILICE FAMILY ESTATE, A CALIFORNIA LIMITED PARTNERSHIP

BY: ITS GENERAL PARTNER CUGINI CALABIA LLC A CALIFORNIA LIMITED LIABILITY CO.

By:  Date: 8/19/20
Name: John M. Filice Jr.

Title: Manager

By:  Date: 8/19/20
Name: Timothy J. Filice

Title: Manager

By:  Date: 8/19/20

Name: Craig P. Filice

Title: Manager

DEVELOPER KB HOME SOUTH BAY INC. A CALIFORNIA CORPORATION

By:  Date: 8/19/20

Name: Ray Panek

Title: Senior Vice President

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Santa Clara

On August 19, 2020 before me, Rosanna Arguelles-Patton, Notary Public

Date

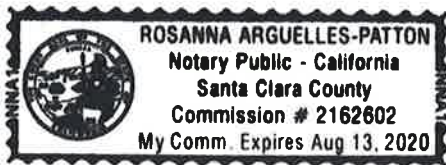
Here Insert Name and Title of the Officer

personally appeared Frank A. Christopher Jr., Anna N. Christopher, Donald Christopher,

Name(s) of Signer(s)

Donald C. Christopher, John M. Filice Jr., Timothy J. Filice, and Craig P. Filice

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

The notary commission extended pursuant to Executive Order N-63-20.

Place Notary Seal and/or Stamp Above

Signature R. Arguelles-Patton
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Nebbiolo, Malvasia, & The Glen - Tract 10520

Title or Type of Document: Property Improvement Agreement No. 2020-02

Document Date: TBD Number of Pages: 25

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

"A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

STATE OF CALIFORNIA)SS
COUNTY OF CONTRA COSTA)

On AUGUST 19, 2020, before me, MICHELLE C. ADAMS, Notary Public, personally appeared RAY PANEK

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



My Commission Expires: DECEMBER 11, 2020

Notary Name: MICHELLE C. ADAMS

Notary Registration Number: 2175237



This area for official notarial seal

Notary Phone: _____

County of Principal Place of Business: CONTRA COSTA

CITY OF GILROY

By: _____
Jimmy Forbis
Interim City Administrator

Date: _____

ATTEST:

Shawna Freels, City Clerk

APPROVED AS TO FORM:

Andrew L. Faber, City Attorney

NOTE: If Developer is a corporation, the complete legal name and corporate seal of the corporation and the corporate titles of the persons signing for the corporation shall appear above.

[ATTACH CURRENT NOTARY FORM(S)]

EXHIBIT A

Real property in the City of Gilroy, County of Santa Clara, State of California, described as follows:

PARCEL ONE:

BEING A PORTION OF RANCH 11 AS SHOWN ON MAP NO. 7 ACCOMPANYING THE FINAL REPORT OF THE REFEREES IN THE LAS ANIMAS RANCHO PARTITION SUITE, ACTION NO. 5536 HAD IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, AND FOR THE COUNTY OF SANTA CLARA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"BEGINNING AT A 4" X 4" POST DESIGNATED "21" AT THE SOUTHEASTERLY CORNER OF THAT CERTAIN 385.62 ACRE PARCEL OF LAND DESCRIBED IN THE AGREEMENT OF SALE BETWEEN MILLER & LUX, INCORPORATED AND JAMES E. THOMAS DATED JANUARY 21, 1926 AND RECORDED IN BOOK 217 AT PAGE 309, OFFICIAL RECORDS OF SANTA CLARA COUNTY, IN THE SOUTHWESTERLY LINE OF THAT CERTAIN 212.95 ACRE TRACT DESCRIBED IN THE AGREEMENT OF SALE BETWEEN MILLER & LUX, INCORPORATED AND DAVID KELLERMAN, DATED JULY 9, 1920 AND RECORDED IN BOOK 40 AT PAGE 459, MISCELLANEOUS RECORDS OF SANTA CLARA COUNTY, AND RUNNING THENCE ALONG THE SOUTHERLY LINE OF SAID 385.62 ACRE PARCEL, SOUTH 81° 35' 09" WEST 292.76 FEET TO A 4" X 4" POST "22" SOUTH 77° 29' 33" WEST 1004.12 FEET TO A 1 INCH IRON PIPE "23", SOUTH 16° 41' 25" WEST 854.04 FEET TO A 4" X 4" POST "24" AND NORTH 72° 06' 54" WEST 44.87 FEET TO A 1 INCH IRON PIPE; THENCE SOUTH 40° 10' 37" EAST 310.51 FEET TO A 1 INCH IRON PIPE; THENCE SOUTH 47° 28' 15" EAST 1065.40 FEET TO A 1 INCH IRON PIPE; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2420.00 FEET, THROUGH A CENTRAL ANGLE OF 13° 22' 29", FOR A DISTANCE OF 564.91 FEET TO A 1 INCH IRON PIPE; THENCE NORTH 86° 24' 51" EAST 92.24 FEET TO A 1 INCH IRON PIPE; THENCE NORTH 7° 07' 09" EAST 50.00 FEET TO A 1 INCH IRON PIPE; THENCE NORTH 10° 56' EAST 150.33 FEET TO A 1 INCH IRON PIPE THENCE SOUTH 82° 52' 51" EAST 10.00 FEET TO A 1 INCH IRON PIPE IN THE WESTERLY LINE OF MESA ROAD BEING ALSO THE WESTERLY LINE OF THE 212.95 ACRE PARCEL ABOVE REFERRED TO; THENCE ALONG THE WESTERLY LINE OF MESA ROAD AND OF SAID 212.95 ACRE PARCEL NORTH 7° 07' 09" EAST 1426.01 FEET TO A 1 INCH IRON PIPE "19", NORTH 10° 27' 42" WEST 409.84 FEET TO A 4" X 4" POST "20" AND NORTH 20° 23' 18" WEST 354.44 FEET TO THE POINT OF BEGINNING.

ALSO DESCRIBED AS PARCEL 1 ON THE RECORD OF SURVEY FILED FOR RECORD ON JULY 8, 1966 IN BOOK 211 OF MAPS, PAGE 53, SANTA CLARA COUNTY RECORDS.

PARCEL TWO:

PARCELS F, G AND H, INCLUSIVE, AS SHOWN ON THE TRACT 10301 WILD CHESTNUT FILED FOR RECORD ON SEPTEMBER 20, 2017 IN BOOK 907 OF MAPS, PAGES 32 THROUGH 43, SANTA CLARA COUNTY RECORDS.

PARCEL THREE:

PARCEL 1 AS SHOWN ON PARCEL MAP RECORDED JUNE 04, 2019, IN BOOK 923 OF PARCEL MAPS, PAGES 50-54, SANTA CLARA COUNTY RECORDS.

**CITY OF GILROY
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
COST ESTIMATE
EFFECTIVE 7/1/2020**

ENCOMPASS NO: E1 **19110015** Revised: 7/30/2020
 DATE: 7/1/2020 Revision Number:
 Revision By: WH
 NUMBER:
 PROJECT LOCATION: **Tract 10520- Nebbiolo, Malvasia, and portion of The Glen**
 PARCEL NUMBER:
 OWNER/DEVELOPER: **Glen Loma Corporation**
 MAILING ADDRESS:
 TELEPHONE NO:
 PREPARED BY: **Weston Hill**

Account No.	Key Code	Fee:	Credits:	Amount Due:	Account Description	Paid on Invoice #
100-2601-0000-3625	4904	\$3,733.20		\$3,733.20	Special Public Works Serv	
100-2601-0000-3605	4702	\$984,568.28	\$25,000.00	\$959,568.28	Eng Plan Check & Insp	11/14/19 #11787319
420-2600-0000-3660	4501	\$16,741.20		\$16,741.20	Storm Development Fee	
432-2600-0000-3660	3301	\$698.64		\$698.64	Str Tree Development Fee	
433-2600-0000-3660	4905	\$1,168,748.00		\$1,168,748.00	Traffic Impact Fee	
435-2600-0000-3660	4509	\$1,036,202.00		\$1,036,202.00	Sewer Development Fee	
436-2600-0000-3660	4510	\$328,954.00		\$328,954.00	Water Development Fee	
440-2600-0000-3660	4515	\$2,061,500.00		\$2,061,500.00	Public Facility Fee	
720-0433-0000-3620	2202	\$0.00		\$0.00	Const Water Use Fee	
801-2601-PWD0-3899	4703	\$0.00		\$0.00	Reimbursements	
801-2601-PWD0-3899	4703	\$0.00		\$0.00	Other Reimbursements	
Fee Total		\$5,601,145.32		Total	\$5,576,145.32	

Payment Bond Amount for all improvements \$11,646,051
 Performance Bond Amount for all improvements \$11,646,051

CITY OF GILROY
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION
COST ESTIMATE

ENCOMPASS NO: E1 **19110015**
 DATE: **7/1/2020**
 NUMBER:
 PROJECT LOCATION: **Tract 10520- Nebbiolo, Malvasia, and portion of The Glen**
 PARCEL NUMBER:
 OWNER/DEVELOPER: **Glen Loma Corporation**
 MAILING ADDRESS:
 TELEPHONE NO:
 PREPARED BY: **Weston Hill**

COST SCHEDULE TYPE: FINAL ENGINEERING
 COST ESTIMATE ? Y PLAN CHECK ? INCENTIVE AGREEMENT ONLY ? N
 DEFER PUBLIC FACILITY FEE ? TO PERMIT ? N TO FINAL ? N
 DEFER SEWER, WATER, TRAFFIC FEES ? TO PERMIT ? N TO FINAL ? N

NOTE: This Preliminary Cost Schedule is an estimate and will be adjusted to the rates in effect at the time permits are issued.

Site Information:	Gross Acres:	Lots:	Units:	Sq Ft:
Residential-Low ?	21.200	72	58	
Residential-High ?	5.400	54	46	
Commercial-Low ?	0.000	0		0
Commercial-High ?	0.000	0		0
Industrial-General ?	0.000	0		0
Industrial-Warehouse ?	0.000	0		0
Assembly Hall?	0.000	0		0
Common Area?	0.000			0

Commercial/Industrial Allocations:

Sewer GPD:
0

Water GPD:
0

Reimbursements and credits:

Front Footage/Square Footage Charges

Street Tree FF:	Water FF:	Sewer FF:	Storm FF:	Const Water Acres to be Developed:
1,704.0	0.0	0.0	0.0	0.000
Pavement SF:	Median SF:	Sidewalk SF:	Curb/Gutter FF:	Construction Water FF:
0.0	0.0	0.0	0.0	0.0

SPECIAL PUBLIC WORKS SERVICES

100-2601-0000-3625

\$3,733.20

Maps:

Final Map	\$1,755.00	+	\$15.70	/	lot	Y	\$3,733.20	Fee ID N0-FINALM
Parcel Map	\$2,035.00	+	\$630.00	/	lot	N	\$0.00	Fee ID N0-PARCELM
Re-assessment Map (Assessment District Parcels)	\$1,710.00	+	\$630.00	/	lot	N	\$0.00	Fee ID N-ASSESM

Administration Fees:

(Cost Schedules, Agreements, R/W Reviews and Other Misc. Services)

0 hr Misc Services	\$185.00	/	hr.	Y	\$0.00	Fee ID N-MISC
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Special Staff Analysis

0 hr Special Analysis	\$143.44	/	hr.	N	\$0.00
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ENGINEERING PLAN CHECK & INSPECTION

100-2601-0000-3605

COST ESTIMATE

\$984,568.28

ACTUAL COST OF PUBLIC IMPROVEMENTS FINAL ENGINEERING PLAN CHECK

\$0.00

At time of Improvement Plan/Final Map submittal 40% of fee is due for Plan Check. Remainder 60% due prior to submittal of Final Map for Council approval

Additional Plan Review After First Three Submittals or Review of Changes, Additions or Revisions to Approved Plans

0 hr Additional Plan Review \$143.44 / hr. N \$0.00 Fee ID N0-GRADINS
(2 Hour Minimum)

Re-Inspection Fee

0 hr Re-Inspection \$125.00 / hr. N \$0.00 Fee ID N0-GRADINS

Inspections outside of normal business hours

0 hr Inspection \$475.00 + \$160.00 / hr. after 3hrs N \$0.00 Fee ID N0-GRADINS

(Based on total cost of improvements)

Estimated Cost of Improvements

12.6% \$0

\$100,000

Y

COST
ESTIMATE\$11,646,051

Y

ACTUAL
COST\$0

DIFFERENCE

Fee ID N0-PCKINSP

(\$984,568.28)

10.5% \$100,000

\$200,000

Y

\$10,500.00

Y

\$0.00

8.4% over

\$200,000

Y

\$961,468.28

Y

\$0.00

Payment Bond Amount for all improvements

\$11,646,051

Performance Bond Amount for all improvements

\$11,646,051**IMPACT FEES****Storm Drain Impact Fee**

420-2600-0000-3660

\$16,741.20

a. Residential-Low \$564.00 / acre Y \$11,956.80 Fee ID N0-SD-LD

b. Residential-High \$886.00 / acre Y \$4,784.40 Fee ID N0-SD-HD

c. Commercial \$1,528.00 / acre Y \$0.00 Fee ID N0-SD-C

d. Industrial \$1,128.00 / acre Y \$0.00 Fee ID N0-SD-I

e. Assembly Hall \$564.00 / acre Y \$0.00 Fee ID N0-SD-AH

Street Tree Fee

432-2600-0000-3660

\$698.64

a. City Planting and Replacement \$3.06 / f.f. x N 0.0 = \$0.00 Fee ID N0-TREEPLT

b. Inspection and Replacement \$0.41 / f.f. x Y 1,704.0 = \$698.64 Fee ID N0-TREEINS

Traffic Impact Fee

433-2600-0000-3660

\$1,168,748.00

a. Residential-Low \$12,265.00 / unit Y \$711,370.00 Fee ID N1-TRAF-LD

b. Residential-High \$9,943.00 / unit Y \$457,378.00 Fee ID N2-TRAF-HD

c. Commercial-Low Traffic (< 10.75 trips/1000 sf) \$13,571.00 / k.s.f. Y \$0.00 Fee ID N3-TRAF-CL

d. Commercial-High Traffic (>= 10.75 trips/1000 sf) \$27,416.00 / k.s.f. Y \$0.00 Fee ID N3-TRAF-CH

e. Industrial-General \$5,378.00 / k.s.f. Y \$0.00 Fee ID N4-TRAF-IG

f. Industrial-Warehouse \$3,898.00 / k.s.f. Y \$0.00 Fee ID N4-TRAF-IW

Sewer Impact Fee			435-2600-0000-3660				<u>\$1,036,202.00</u>
a. Residential-Low	\$12,501.00	/	unit	Y	<u>\$725,058.00</u>	Fee ID N1-SS-LD	
b. Residential-High	\$6,764.00	/	unit	Y	<u>\$311,144.00</u>	Fee ID N2-SS-HD	
c. Commercial/Industrial	\$3,956.00	/	cgpd	Y	<u>\$0.00</u>	Fee ID N5-SS-C/I	
Water Impact Fee			436-2600-0000-3660				<u>\$328,954.00</u>
a. Residential-Low	\$4,294.00	/	unit	Y	<u>\$249,052.00</u>	Fee ID N1-WATR-LD	
b. Residential-High	\$1,737.00	/	unit	Y	<u>\$79,902.00</u>	Fee ID N2-WATR-HD	
c. Commercial/Industrial	\$6,731.00	/	kgpd	Y	<u>\$0.00</u>	Fee ID N5-WTR-C/I	
Public Facilities Impact Fee			440-2600-0000-3660				<u>\$2,061,500.00</u>
a. Residential-Low	\$21,318.00	/	unit	Y	<u>\$1,236,444.00</u>	Fee ID N1-PF-LD	
b. Residential-High	\$17,936.00	/	unit	Y	<u>\$825,056.00</u>	Fee ID N2-PF-HD	
c. Commercial	\$3,213.00	/	k.s.f.	Y	<u>\$0.00</u>	Fee ID N3-PF-C	
d. Industrial	\$1,423.00	/	k.s.f.	Y	<u>\$0.00</u>	Fee ID N4-PF-I	
Water User Fee (Construction)			720-0433-0000-3620	Y			<u>\$0.00</u>
	\$3.00	/	f.f.		<u>\$0.00</u>	Fee ID N0-CONWTF	
			plus				
	\$182.73	/	a.c.		<u>\$0.00</u>	Fee ID N0-CONWTAC	

FRONT FOOT CHARGES

(Used to charge and reimburse fees for existing infrastructure)

The Half Pipe schedule is used to determine the front footage reimbursement to former developers for infrastructure previously installed along the front footage of the development.

The Full Pipe schedule is used to determine the oversizing reimbursement to the developer for installing water, sewer, and storm main extensions to sizes required by each master plan that are greater than the sizes required by the development. The oversized portion is the difference between the master planned size for the main and the greater of the main size required by the development or the developer's minimum responsibility for each main.

Water			801-2601-PWD0-3899				<u>\$0.00</u>
Water Mains - including fire hydrants, valves, valve boxes and other pertinences.							
Developer responsibility is up to and including 12" mains							
		<u>Half Pipe</u>		<u>Lineal Footage</u>			
6 inch Main	\$39.00	/ LF x	N	<u>0.0</u>	=	<u>\$0.00</u>	Fee ID N-WR06-1/2
8 inch Main	\$41.00	/ LF x	N	<u>0.0</u>	=	<u>\$0.00</u>	Fee ID N-WR08-1/2
10 inch Main	\$47.00	/ LF x	N	<u>0.0</u>	=	<u>\$0.00</u>	Fee ID N-WR10-1/2
12 inch Main	\$52.00	/ LF x	N	<u>0.0</u>	=	<u>\$0.00</u>	Fee ID N-WR12-1/2
14 inch Main	\$57.00	/ LF x	N	<u>0.0</u>	=	<u>\$0.00</u>	Fee ID N-WR14-1/2
16 inch Main	\$62.00	/ LF x	N	<u>0.0</u>	=	<u>\$0.00</u>	Fee ID N-WR16-1/2
18 inch Main	\$68.00	/ LF x	N	<u>0.0</u>	=	<u>\$0.00</u>	Fee ID N-WR18-1/2
20 inch Main	\$76.00	/ LF x	N	<u>0.0</u>	=	<u>\$0.00</u>	Fee ID N-WR18-1/2
24 inch Main	\$82.00	/ LF x	N	<u>0.0</u>	=	<u>\$0.00</u>	Fee ID N-WR24-1/2
30 inch Main	\$91.00	/ LF x	N	<u>0.0</u>	=	<u>\$0.00</u>	Fee ID N-WR30-1/2
36 inch Main	\$106.00	/ LF x	N	<u>0.0</u>	=	<u>\$0.00</u>	Fee ID N-WR36-1/2

Front Foot Charges Continued

(Used to charge and reimburse fees for existing infrastructure)

Sewer

801-2601-PWD0-3899

\$0.00Sewer Mains - including manhole and other pertinences.
Developer responsibility is up to and including 12" mains.

	<u>Half Pipe</u>		<u>Lineal Footage</u>			
6 inch Main	\$73.00 / LF x	N	0.0	=	\$0.00	Fee ID N-SS06-1/2
8 inch Main	\$75.00 / LF x	N	0.0	=	\$0.00	Fee ID N-SS08-1/2
10 inch Main	\$81.00 / LF x	N	0.0	=	\$0.00	Fee ID N-SS10-1/2
12 inch Main	\$83.00 / LF x	N	0.0	=	\$0.00	Fee ID N-SS12-1/2
15 inch Main	\$87.00 / LF x	N	0.0	=	\$0.00	Fee ID N-SS15-1/2
18 inch Main	\$93.00 / LF x	N	0.0	=	\$0.00	Fee ID N-SS18-1/2
21 inch Main	\$102.00 / LF x	N	0.0	=	\$0.00	Fee ID N-SS21-1/2
24 inch Main	\$106.00 / LF x	N	0.0	=	\$0.00	Fee ID N-SS24-1/2
27 inch Main	\$122.00 / LF x	N	0.0	=	\$0.00	Fee ID N-SS27-1/2
30 inch Main	\$144.00 / LF x	N	0.0	=	\$0.00	Fee ID N-SS30-1/2
33 inch Main	\$158.00 / LF x	N	0.0	=	\$0.00	Fee ID N-SS33-1/2
36 inch Main	\$178.00 / LF x	N	0.0	=	\$0.00	Fee ID N-SS36-1/2
39 inch Main	\$212.00 / LF x	N	0.0	=	\$0.00	Fee ID N-SS39-1/2
42 inch Main	\$265.00 / LF x	N	0.0	=	\$0.00	Fee ID N-SS42-1/2

Street Improvements

801-2601-PWD0-3899

\$0.00Pavement, Sidewalks & MediansSquare Footage

AC/Bike path: base	\$2.55 / SF x	N	0.0	=	\$0.00	Fee ID N-STR-ACB
AC/Bike path: pvmt	\$2.50 / SF x	N	0.0	=	\$0.00	Fee ID N-STR-ACP
Sidewalk: new	\$9.75 / SF x	N	0.0	=	\$0.00	Fee ID N-STR-S/W
Sidewalk: replace	\$13.25 / SF x	N	0.0	=	\$0.00	Fee ID N-STR-S/WR
Resurfacing	\$2.55 / SF x	N	0.0	=	\$0.00	Fee ID N-STR-RESU
Landscaped Median	\$20.35 / SF x	N	0.0	=	\$0.00	Fee ID N-STR-LANM
Hardscaped Median	\$11.63 / SF x	N	0.0	=	\$0.00	Fee ID N-STR-HARD

Traffic Signals (equipment only)% of Lump Sum

Traffic Signal-3 leg	\$130,200.00 / LS x	N	0%	=	\$0.00	Fee ID N-STR-TS3L
Traffic Signal-4 leg	\$158,500.00 / LS x	N	0%	=	\$0.00	Fee ID N-STR-TS4L

Curb and GutterLineal Footage

Curb/Gutter: new	\$25.85 / LF x	N	0.0	=	\$0.00	Fee ID N-STR-C/G
Curb/Gutter: replace	\$33.40 / LF x	N	0.0	=	\$0.00	Fee ID N-STR-C/GR
Curb Ramps	\$1,057.63 / LF x	N	0.0	=	\$0.00	Fee ID N-STR-CR

Front Foot Charges Continued

(Used to charge and reimburse fees for existing infrastructure)

Storm Drain

801-2601-PWD0-3899

\$0.00

Storm Mains - including manholes, catch basins and other pertinences.
Developer responsibility is up to and including 24" mains.

		<u>Half Pipe</u>			<u>Lineal Footage</u>				
18 inch	Main	\$63.00	/	LF x	N	0.0	=	\$0.00	Fee ID N-SD18-1/2
21 inch	Main	\$69.00	/	LF x	N	0.0	=	\$0.00	Fee ID N-SD21-1/2
24 inch	Main	\$70.00	/	LF x	N	0.0	=	\$0.00	Fee ID N-SD24-1/2
27 inch	Main	\$82.00	/	LF x	N	0.0	=	\$0.00	Fee ID N-SD27-1/2
30 inch	Main	\$89.00	/	LF x	N	0.0	=	\$0.00	Fee ID N-SD30-1/2
33 inch	Main	\$91.00	/	LF x	N	0.0	=	\$0.00	Fee ID N-SD33-1/2
36 inch	Main	\$95.00	/	LF x	N	0.0	=	\$0.00	Fee ID N-SD36-1/2
42 inch	Main	\$99.00	/	LF x	N	0.0	=	\$0.00	Fee ID N-SD42-1/2
48 inch	Main	\$117.00	/	LF x	N	0.0	=	\$0.00	Fee ID N-SD48-1/2
54 inch	Main	\$137.00	/	LF x	N	0.0	=	\$0.00	Fee ID N-SD54-1/2
60 inch	Main	\$158.00	/	LF x	N	0.0	=	\$0.00	Fee ID N-SD60-1/2
66 inch	Main	\$179.00	/	LF x	N	0.0	=	\$0.00	Fee ID N-SD66-1/2
72 inch	Main	\$200.00	/	LF x	N	0.0	=	\$0.00	Fee ID N-SD72-1/2
78 inch	Main	\$216.00	/	LF x	N	0.0	=	\$0.00	Fee ID N-SD78-1/2
84 inch	Main	\$231.00	/	LF x	N	0.0	=	\$0.00	Fee ID N-SD84-1/2
90 inch	Main	\$246.00	/	LF x	N	0.0	=	\$0.00	Fee ID N-SD90-1/2
96 inch	Main	\$261.00	/	LF x	N	0.0	=	\$0.00	Fee ID N-SD96-1/2

NOTE: All deferred and/or estimated fees will be adjusted to the rates in effect at the time fees are paid.

The undersigned agrees to provide actual construction costs for recalculation of fees and pay any underestimated fees prior to final acceptance. If the recalculated fees are less than the estimate, the City of Gilroy will refund the difference. Additional plan review required by changes, additions or revisions to approved plans, re-inspections and inspections outside of normal business hours will be billed as shown in the City of Gilroy's most current comprehensive fee schedule at the hourly rates in effect at the time of inspection.

Accepted by: _____

Print Name: _____

Date: _____

OVERSIZING SCHEDULE

(Used to reimburse oversized infrastructure)

Total Oversized Water, Sewer and Storm Drain Main Reimbursement

\$0.00

Total Oversized Water Main Reimbursement

(Developer is responsible for up to and including 12" mains)

\$0.00

			Oversized Full Pipe \$/foot	-	Minimum 12" main Full Pipe \$/foot	x	Oversized Footage	=	Oversized Reimbursement	
14 inch	Main		\$114.00	-	\$104.00	x	0.0	=	\$0.00	N
16 inch	Main		\$124.00	-	\$104.00	x	0.0	=	\$0.00	N
18 inch	Main		\$135.00	-	\$104.00	x	0.0	=	\$0.00	N
20 inch	Main		\$151.00	-	\$104.00	x	0.0	=	\$0.00	N
24 inch	Main		\$164.00	-	\$104.00	x	0.0	=	\$0.00	N
30 inch	Main		\$182.00	-	\$104.00	x	0.0	=	\$0.00	N
36 inch	Main		\$211.00	-	\$104.00	x	0.0	=	\$0.00	N

Total Oversized Sewer Main Reimbursement

(Developer is responsible for up to and including 12" mains)

\$0.00

			Oversized Full Pipe \$/foot	-	Minimum 12" main Full Pipe \$/foot	x	Oversized Footage	=	Oversized Reimbursement	
15 inch	Main		\$174.00	-	\$166.00	x	0.0	=	\$0.00	N
18 inch	Main		\$186.00	-	\$166.00	x	0.0	=	\$0.00	N
21 inch	Main		\$204.00	-	\$166.00	x	0.0	=	\$0.00	N
24 inch	Main		\$211.00	-	\$166.00	x	0.0	=	\$0.00	N
27 inch	Main		\$244.00	-	\$166.00	x	0.0	=	\$0.00	N
30 inch	Main		\$287.00	-	\$166.00	x	0.0	=	\$0.00	N
33 inch	Main		\$315.00	-	\$166.00	x	0.0	=	\$0.00	N
36 inch	Main		\$356.00	-	\$166.00	x	0.0	=	\$0.00	N
39 inch	Main		\$423.00	-	\$166.00	x	0.0	=	\$0.00	N
42 inch	Main		\$529.00	-	\$166.00	x	0.0	=	\$0.00	N

Total Oversized Storm Drain Main Reimbursement

(Developer is responsible for up to and including 24" mains)

\$0.00

			Oversized Full Pipe \$/foot	-	Minimum 24" main Full Pipe \$/foot	x	Oversized Footage	=	Oversized Reimbursement	
27 inch	Main		\$164.00	-	\$140.00	x	0.0	=	\$0.00	N
30 inch	Main		\$177.00	-	\$140.00	x	0.0	=	\$0.00	N
33 inch	Main		\$182.00	-	\$140.00	x	0.0	=	\$0.00	N
36 inch	Main		\$189.00	-	\$140.00	x	0.0	=	\$0.00	N
42 inch	Main		\$197.00	-	\$140.00	x	0.0	=	\$0.00	N
48 inch	Main		\$233.00	-	\$140.00	x	0.0	=	\$0.00	N
54 inch	Main		\$273.00	-	\$140.00	x	0.0	=	\$0.00	N
60 inch	Main		\$315.00	-	\$140.00	x	0.0	=	\$0.00	N

Oversizing Schedule Continued

(Used to reimburse oversized infrastructure)

Oversized Storm Drain Main Reimbmnt Continued

			<u>Oversized Full Pipe \$/foot</u>	-	<u>Minimum 24" main Full Pipe \$/foot</u>	x	<u>Oversized Footage</u>	=	<u>Oversized Reimbursement</u>	
66 inch	Main		\$357.00	-	\$140.00	x	0.0	=	\$0.00	N
72 inch	Main		\$399.00	-	\$140.00	x	0.0	=	\$0.00	N
78 inch	Main		\$431.00	-	\$140.00	x	0.0	=	\$0.00	N
84 inch	Main		\$461.00	-	\$140.00	x	0.0	=	\$0.00	N
90 inch	Main		\$492.00	-	\$140.00	x	0.0	=	\$0.00	N
96 inch	Main		\$522.00	-	\$140.00	x	0.0	=	\$0.00	N

RECORDING REQUESTED BY:
City of Gilroy

WHEN RECORDED MAIL TO:

Thai Pham
City of Gilroy
7351 Rosanna Street
Gilroy, CA 95020

NOTICE OF ACCEPTANCE OF COMPLETION

NOTICE IS HEREBY GIVEN that work agreed to be performed under the property agreement between the City of Gilroy, a municipal corporation, whose address is 7351 Rosanna Street, Gilroy, CA 95020, and the Contractor mentioned below who developed said project, was accepted as completed by the City of Gilroy on the.

Project No.: Property Improvement Agreement No. 2020-02, Project Name Tract 10520 Nebbiolo, Malvasia, The Glen

Contractor Name: KB Home South Bay Inc

Contractor Address: 6700Koll Center Pkwy, Ste 200 Pleasanton, CA 94566

Surety on Contract: Liberty Mutual Insurance Company

Location of Project: Glen Loma Ranch, Tract 10520

Description of Work: Tract Improvements

Interest of City: x Owner in Fee; Vendee under Agreement to Purchase; Lessee;
 x Owner of Easements; Holder of License; Owner of Streets;
 x Owner of Utilities, Water, Sewer, Storm Systems

Owner's Name: City of Gilroy

Work Done: Install underground utilities, electrical, landscape, and open space

This notice is given in accordance with the provisions of Section 3093 of the Civil Code of the State of California.

The undersigned declares:

That he is an officer of the City of Gilroy, that he has read the foregoing Notice of Acceptance of Completion and knows the contents thereof; and that the same is true of his own knowledge, except as to those matters that he believes it to be true.

I certify under penalty of perjury that the foregoing is true and correct. Executed at the City of Gilroy, County of Santa Clara, State of California on December 8, 2025.

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

CITY OF GILROY

BY Jorge Duran

TITLE Senior Engineer.

This document is for the benefit of the City of Gilroy. Request for Recordation without fee is made in accordance with Section 27383 of the Government Code of the State of California.

RECORDING REQUESTED BY:)

City of Gilroy)

WHEN RECORDED, MAIL TO:)

Kim Mancera, City Clerk)

City of Gilroy)

7351 Rosanna Street)

Gilroy, CA 95020)

RECORDED WITHOUT FEE PER CALIFORNIA GOVERNMENT CODE SECTION 27383

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

NOTICE OF ACCEPTANCE OF COMPLETION

PROPERTY IMPROVEMENT AGREEMENT NO. 2020-02
PROJECT NAME - Tract 10520, Nebbiolo, Malvasia, The Glen
DEVELOPER NAME: KB Home South Bay

SEPARATE PAGE PURSUANT TO GOVERNMENT CODE SECTION 27361.6



City of Gilroy

STAFF REPORT

Agenda Item Title: Acceptance of the Annual Development Impact Fee Report for Fiscal Year 2024-2025 as Required under Government Code 66000

Meeting Date: December 8, 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 annual development impact fee report for Fiscal Year 2024-2025 (FY25).

EXECUTIVE SUMMARY

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

BACKGROUND

The Mitigation Fee Act, Government Code 66000 et seq., (adopted as AB 1600 and commonly referred to as “AB 1600 requirements”) governs the establishment and administration of development impact fees paid by new development projects for public facilities needed to serve new development. Fees must be separately accounted for and used for the specific purpose for which they were established. The City’s development impact fees are listed on page seven of the attachment. Expenditures are authorized by Council through annual capital and operating budgets and committed via the City’s five-year capital improvement program.

ANALYSIS

This report is for information purposes only. The establishment of fees and expending of fee-generated revenue occurs in separate Council actions. The revenues and expenditures for FY25 (July 1, 2024, through June 30, 2025) are noted on each impact fee fund's respective statement in the attached report.

ALTERNATIVES

None.

FISCAL IMPACT/FUNDING SOURCE

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

Attachments:

1. FY25 Impact Fee Report

City of Gilroy Impact Fee Revenues and Expenditures For Fiscal Year 2024-2025
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FUND 410 - Storm Drain Development Impact Fee	Account Number	FY2025 AB 1600
<u>Revenues</u>		
Storm Drain Development Impact Fees	4105500 45150	\$ 31,196
Bank Interest	4105500 46110	\$ 74,401
Transfer from General Fund	4105500 48110	12,268
Total Revenues		\$ 117,865
<u>Expenditures</u>		
Contractual Services	4105500 51630	1,827
Overhead Expenses	4105500 54150	760
Total Expenditures		\$ 2,587
Revenues Less Expenditures		\$ 115,278
Fund Balance as of June 30, 2024		2,264,727
Fund Balance as of June 30, 2025		\$ 2,380,005

Relationship between and purpose for which fee is charged:

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

Storm Drain Impact Fee charges are as follows:

Residential - Low Density	\$631/acre
Residential - High Density	\$992/acre
Commercial	\$1,712/acre
Commercial-Assembly Hall	\$631/acre
Industrial	\$1,264/acre

City of Gilroy Impact Fee Revenues and Expenditures For Fiscal Year 2024-2025
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FUND 420 - Street Tree Development Impact Fee	Account Number	FY2025 AB 1600
<u>Revenues</u>		
Bank Interest	4205500 46110	8,245
Transfer from General Fund	4205500 48110	55
Total Revenues		\$ 8,300
<u>Expenditures</u>		
Overhead Expenses		248
Total Expenditures		\$ 248
Revenues Less Expenditures		\$ 8,052
Fund Balance as of June 30, 2024		178,974
Fund Balance as of June 30, 2025		\$ 187,026

Relationship between and purpose for which fee is charged:

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

Street Trees Impact Fee charges are as follows:

City Planting and Replacement	\$3.79/ff
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City of Gilroy Impact Fee Revenues and Expenditures For Fiscal Year 2024-2025
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FUND 425 - Traffic Impact Fee	Account Number	FY2025 AB 1600
<u>Revenues</u>		
Traffic Impact Fees	4255500 45150	\$ 1,988,918
Bank Interest	4255500 46110	849,406
Transfer from General Fund	4255500 48110	97,538
Total Revenues		\$ 2,935,862
<u>Expenditures</u>		
Contractual Services	4255500 51630	117,790
CIP - First & Kern	4255500 53142	191,122
CIP - Luchessa/Church Signal	4255500 53142	50,024
CIP - Monterey/IOOF Signal	4255500 53142	42,943
CIP - 10th St HWY 101 Bridge Widening	4255500 53142	600,000
Interfund Transfer Out	4255500 54110	1,046,337
Overhead Charges	4255500 54150	9,898
Total Expenditures		\$ 2,058,114
Revenues Less Expenditures		\$ 877,748
Fund Balance as of June 30, 2024		17,528,110
Fund Balance as of June 30, 2025		\$ 18,405,858

Relationship between and purpose for which fee is charged:

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

Traffic Impact Fee charges are as follows:

Residential - Low Density	\$13,804/unit
Residential - High Density	\$11,190/unit
Commercial - Low Traffic	\$15,274/ksf
Commercial - High Traffic	\$30,853/ksf
Industrial - General	\$6,052/ksf
Industrial - Warehouse	\$4,387/ksf

City of Gilroy Impact Fee Revenues and Expenditures For Fiscal Year 2024-2025
--

FUND 430 - Sewer Development Impact Fee	Account Number	FY2025 AB 1600
<u>Revenues</u>		
Sewer Development Impact Fees	4305500 45150	\$ 1,153,573
Bank Interest	4305500 46110	772,851
Transfer from General Fund	4305500 48110	56,702
Total Revenues		<u>\$ 1,983,126</u>
<u>Expenditures</u>		
Contractual Services	4305500 51630	\$ 3,247
Interfund Transfer Out	4305500 54110	2,244,400
Total Expenditures		<u>\$ 2,247,647</u>
Revenues Less Expenditures		\$ (264,520)
Fund Balance as of June 30, 2024		<u>17,322,624</u>
Fund Balance as of June 30, 2025		<u>\$ 17,058,104</u>

Relationship between and purpose for which fee is charged:

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

Sewer Development Impact Fee charges are as follows:

Residential - Low Density	\$14,002/unit
Residential - High Density	\$7,576/unit
Commercial	\$4,431/cgpd
Industrial	\$4,431/cgpd

City of Gilroy Impact Fee Revenues and Expenditures For Fiscal Year 2024-2025
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FUND 435 - Water Development Impact Fee	Account Number	FY2025 AB 1600
<u>Revenues</u>		
Water Development Impact Fees	4355500 45150	\$ 301,317
Bank Interest	4355500 46110	339,667
Transfer from General Fund	4355500 48110	11,786
Total Revenues		\$ 652,770
<u>Expenditures</u>		
Contractual Services	4355500 51630	3,247
CIP - McCarthy Well Project	4355500 53142	24,264
Total Expenditures		\$ 27,510
Revenues Less Expenditures		\$ 625,260
Fund Balance as of June 30, 2024		7,157,919
Fund Balance as of June 30, 2025		\$ 7,783,179

Relationship between and purpose for which fee is charged:

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

Water Development Impact Fee charges are as follows:

Residential - Low Density	\$4,810/unit
Residential - High Density	\$1,945/unit
Commercial	\$7,539/kgpd
Industrial	\$7,539/kgpd

City of Gilroy Impact Fee Revenues and Expenditures For Fiscal Year 2024-2025
--

FUND 440 - Public Facilities Impact Fee	Account Number	FY2025 AB 1600
<u>Revenues</u>		
Public Facilities Impact Fees	4405500 45150	\$ 1,578,836
Bank Interest	4405500 46110	93,415
Misc Revenues	4405500 47810	207,265
Interfund Transfer In	4405500 48110	81,526
Total Revenues		\$ 1,961,042
<u>Expenditures</u>		
Contractual Services	4405500 51630	62,344
CIP - Gilroy Ice Center	4405500 53142	424,946
CIP - Civic Center Master Plan	4405500 53142	432,700
Interfund Transfer Out	4405500 54110	2,978,011
Overhead Charges	4405500 54150	16,187
Interfund Interest Expense	4405500 58125	29,179
Total Expenditures		\$ 3,943,366
Revenues Less Expenditures		\$ (1,982,324)
Fund Balance as of June 30, 2024*		(318,629)
Fund Balance as of June 30, 2025*		\$ (2,300,953)

Relationship between and purpose for which fee is charged:

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

Public Facility Impact charges are as follows:

Residential - Low Density	\$23,878/unit
Residential - High Density	\$20,089/unit
Commercial	\$3,598/ksf
Industrial	\$1,594/ksf

**Note that in 2008 the City purchased the Gilroy Gardens Property for \$13.7 million, of which there is a remaining balance of approximately \$2.5 million at June 30, 2025. The loan is expected to be fully repaid by June 30, 2028. The Fund Balance above includes the remaining loan payable amount. This amount is shown as a liability, resulting in the negative balance stated above. The actual cash balance in the fund at June 30, 2025, is \$0.5 million.*

City of Gilroy Impact Fee Schedule Summary For Fiscal Year 2024-2025
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FUND 410 - Storm Drain Development Impact Fee

Residential - Low Density	\$631/acre
Residential - High Density	\$992/acre
Commercial	\$1,712/acre
Commercial-Assembly Hall	\$631/acre
Industrial	\$1,264/acre
ADU - 750 sf or larger	\$113.87x

FUND 420 - Street Tree Development Impact Fee

City Planting and Replacement	\$3.79/ff
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FUND 425 - Traffic Impact Fee

Residential - Low Density	\$13,804/unit
Residential - High Density	\$11,190/unit
Commercial - Low Traffic	\$15,274/ksf
Commercial - High Traffic	\$30,853/ksf
Industrial - General	\$6,052/ksf
Industrial - Warehouse	\$4,387/ksf
ADU - 750 sf or larger	\$5,204.65x

FUND 430 - Sewer Development Impact Fee

Residential - Low Density	\$14,002/unit
Residential - High Density	\$7,576/unit
Commercial	\$4,431/cgpd
Industrial	\$4,431/cgpd
ADU - 750 sf or larger	\$3,523.72x

FUND 435 - Water Development Impact Fee

Residential - Low Density	\$4,810/unit
Residential - High Density	\$1,945/unit
Commercial	\$7,539/kgpd
Industrial	\$7,539/kgpd
ADU - 750 sf or larger	\$904.65x

FUND 440 - Public Facilities Impact Fee

Residential - Low Density	\$23,878/unit
Residential - High Density	\$20,089/unit
Commercial	\$3,598/ksf
Industrial	\$1,594/ksf
ADU - 750 sf or larger	\$9,343.72x

Notes:

ksf represents per 1,000 square foot

cgpd represents per hundred gallons per day

ff represents per front footage

sf represents per square feet

ADUs less than 750 sf are exempt from impact fees

ADUs larger than 750 sf use the aforementioned rates with the below formula

Rate X [total ADU sf/total primary residence sf]



City of Gilroy

STAFF REPORT

Agenda Item Title: **Approval of a Contract Amendment to the Tree Maintenance Contract with West Coast Arborists, Inc in the Amount of \$69,319 for Hecker Pass Tree Pruning.**

Meeting Date: December 8, 2025
From: Brad Kilger, Interim City Administrator
Department: Public Works
Submitted by: John Doughty, Public Works Director
Prepared by: Matt Jones, Deputy Public Works Director

STRATEGIC PLAN GOALS: Maintain and Improve City Infrastructure

RECOMMENDATION

1. Approve a Contract Amendment to the current Tree Maintenance Services Agreement with West Coast Arborists, Inc in the amount of \$69,319 to fund tree maintenance services along the Hecker Pass Road corridor.
2. Authorize the City Administrator to execute the amendment.

EXECUTIVE SUMMARY

The City's existing tree maintenance contractor, West Coast Arborists, Inc. (WCA), provided a cost proposal to perform essential pruning, deadwood removal, and hazard mitigation on approximately 147 trees along the Hecker Pass Road corridor. The total service cost is \$69,319. The City Council allocated funds on October 20, 2025 for the project.

Although the scope of services is consistent with the City current agreement with WCA, there are insufficient funds available in FY26 to complete other scheduled maintenance, address emergency needs over the winter and complete the Hecker Pass Road corridor tree pruning.

BACKGROUND

The City maintains an active Tree Maintenance Services Agreement with West Coast Arborists, Inc. (WCA), executed in 2021, to provide ongoing and as-needed tree maintenance services citywide.

During the FY 2024–25 year-end financial report, staff identified available budget capacity to continue priority tree maintenance and park improvement activities into FY 2025–26. On October 20, 2025, the City Council adopted a resolution approving a budget amendment which included the following language, "Additionally, the division is recommending \$69,000 in appropriations for tree trimming work not already included in the adopted FY26 budget. This additional work is proposed for the clean-up of the City's gateways, specifically, Hecker Pass Highway from Santa Teresa to Burchell Road."

This item implements that Council-approved direction by appropriating the funds necessary to perform targeted risk-reduction pruning along the Hecker Pass corridor consistent with the gateway beautification focus described above.

Recent field inspections have identified hazardous limb conditions, excessive end-weight, and roadway clearance conflicts associated with mature cedar and oak trees located adjacent to the Hecker Pass travel lanes. To address these public safety concerns efficiently, staff requested and received a proposal from the current contractor, WCA, totaling \$69,319 to perform hazard mitigation pruning, traffic-controlled lane closures, corrective cuts, and deadwood removal.

Work performed through this action ensures continued risk mitigation, supports safe travel conditions, and fulfills Council's previously expressed priority to enhance the visual and safety conditions of one of the community's primary gateways.

ANALYSIS

The Hecker Pass Road corridor is a primary arterial route carrying significant daily vehicle traffic at higher speeds. Hecker Pass is also regularly used by bicyclists. The adjacent tree canopy includes mature cedars and oaks with structural conditions that elevate the likelihood of limb failure into the roadway. Proactive pruning and risk mitigation at this location are therefore time-sensitive and directly tied to public safety and liability exposure.

The City currently has a Tree Maintenance Services Agreement with West Coast Arborists, Inc. to provide on-call tree maintenance services citywide. Utilizing the current contractor ensures consistency with established maintenance standards, avoids delays associated with a separate procurement process, and enables the work to be scheduled efficiently.

While there is adequate remaining contract authority to perform this work under the existing agreement, the current year operating budget does not contain sufficient programmed funds to support this specific corridor effort. Approving the requested contract amendment allows the City to maintain the intended balance of tree maintenance services citywide, without disrupting routine operations, emergency response readiness, or other priority hazard-reduction projects already anticipated for the fiscal year.

Completion of this targeted pruning effort now also reduces the likelihood of costlier emergency response work later in the year, when failures may occur during winter weather events or high wind conditions.

ALTERNATIVES

If Council does not approve the contract amendment, staff would be required to utilize the remaining balance of the current tree maintenance contract to complete this work. Doing so would reduce the funding capacity reserved for other priority locations, including corrective pruning, storm response readiness, risk-mitigation zones, and routine tree care throughout the City. This could result in deferred maintenance, fewer planned tree operations during the fiscal year, and increased exposure to unanticipated emergency costs if conditions deteriorate or failures occur elsewhere.

FISCAL IMPACT/FUNDING SOURCE

The cost for the hazard mitigation pruning along the Hecker Pass corridor is \$69,319 and is funded from the General Fund (100). An agreement amendment is required to add the work and related compensation to the existing agreement.

As part of the FY 2024–25 year-end financial report and budget amendment adopted by the City Council on October 20, 2025, funding for this project was identified and prioritized as part of the City’s gateway enhancement and tree trimming efforts along Hecker Pass Highway. This staff report aligns current-year spending authority with that previously approved by the Council direction and approved budget.

PUBLIC OUTREACH

Public outreach was not required.

NEXT STEPS

If Council approves the contract amendment, Finance will process the appropriation to ensure funds are available in the current fiscal year, and Public Works will authorize the

tree work to be completed by West Coast Arborists, Inc. under the existing Tree Maintenance Services Agreement. Work will commence as soon as WCA can schedule and weather is appropriate. The work may require a temporary encroachment permit from Caltrans which will impact start of the work.

Attachments:

1. 2021 Agreement
2. Amendment to Agreement
3. WCA Quote for Hecker Pass

**AGREEMENT FOR SERVICES
BETWEEN WEST COAST ARBORIST, INC AND THE CITY OF GILROY
FOR TREE MAINTENANCE**

This AGREEMENT made this 18th day of August, 2021, between:

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

and CONTRACTOR: West Coast Arborists, Inc., having a principal place of business at
2200 E. Via Burton St., Anaheim, CA 92806.

ARTICLE 1. TERM OF AGREEMENT

This Agreement will become effective on August 18, 2021, and will continue in effect through August 18, 2022, with an option to extend one year at a time for a period up to four additional years at the City's sole option to be exercised by written notice to be given by City not less than thirty (30) days nor more than sixty (60) days prior to August 18, 2022, 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 \$395,045 for year 1, \$406,897 for year 2, \$419,104 for year 3, \$431,677 for year 4 and \$444,627 for year 5 for services of this Agreement.

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.

G. Prevailing Wage

CONTRACTOR agrees and acknowledges that it is its obligation to determine whether, and to what extent, any work performed is or any workers employed relative to any construction to be performed under this Agreement are subject to any Codes, Ordinances, Resolutions, Rules and other Regulations and established policies of CITY and the laws of the State of California and the United States, including, without limitation, the California Labor Code and Public Contract Code relating to public contracting and prevailing wage requirements ("Prevailing Wage Laws"). To the extent Prevailing Wage Laws apply to work performed or workers employed for the purpose of performing work under this Agreement, CONTRACTOR shall fully comply with and ensure that all workers and/or subcontractors are informed of and comply with all Prevailing Wage Laws and specifically any applicable requirement of California Labor Code Sections 1720 et seq. and 1770 et seq. and the regulations thereunder, which require the payment of prevailing wage rates based on labor classification, as determined by the State of California, and the performance of other requirements on certain "public works" or "maintenance" projects. It is the duty of CONTRACTOR to post a copy of applicable prevailing wages at the job site. Prevailing wage information may be obtained at www.dir.ca.gov.

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 officer 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.

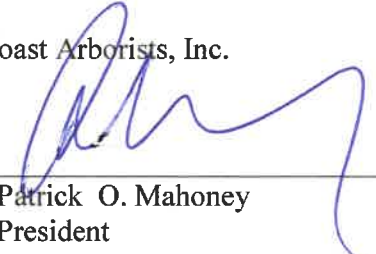
L. Waiver

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:

West Coast Arborists, Inc.

By: 

Name: Patrick O. Mahoney

Title: President

Social Security or Taxpayer

Identification Number 95-3250682

CITY:

CITY OF GILROY

DocuSigned by:

By 

Name: Jimmy Forbis

Title: City Administrator

Approved as to Form

DocuSigned by:

Andy Faber

1979C9EB5B68470...

City Attorney

ATTEST:

DocuSigned by:

LeeAnn McPhillips

80574276574E40B...

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 Juan Ortiz, 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, Bill Avila 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: Bill Avila
City of Gilroy
7351 Rosanna Street
Gilroy, CA 95020

CONTRACTOR: Juan Ortiz
West Coast Arborists, Inc.
2200 E. Via Burton Street
Anaheim, CA 92806

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 CONTRACTOR SERVICES****PROJECT SPECIFICATIONS**

It shall be understood that the Contractor will be required to perform and complete the proposed tree maintenance work in a thorough and professional manner, and to provide labor, tools, equipment, materials and supplies necessary to complete all the work in a timely manner that will meet the City's requirements. Contractor may be required to perform the following tree maintenance activities at various sites throughout the City;

1. Tree pruning
2. Palm tree removal only
3. Tree removal
4. Crew rental
5. Emergency response
6. Line clearance pruning
7. Clearance pruning
8. Grid pruning program
9. Root pruning
10. Specialty equipment rental
11. Arborist services/inspection
12. Plant Health Care - Foliar and pesticide treatments
13. GPS Tree Inventory
14. Data entry – work history
15. Online maintenance access*

* Online maintenance is defined as Internet access to an Urban Forestry Management tool that includes work order tracking, ability to send work requests including but not limited to pruning, planting, and removal, access to reports for tree inventory, value of the urban forest, job balance and GPS accessibility.

A. ANNUAL PRUNING PROGRAM

Tree pruning per pre-designed districts, grids or prune routes on a set cycle to include all trees within that grid/district. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices), the ANSI A300 Standards and City of Hollister Maintenance Standards. Contractor shall be required to furnish all supervision, labor, equipment and materials necessary to accomplish the work in accordance with the Contract. The intent of this Contract is to have all trees pruned a minimum of one time by the end of the 5-year contract period. Special projects that are difficult to access or projects that will require the need for specialty equipment (i.e., 95-foot tower, crane, etc.), or pruning to reduce and/or pruning to restore will fall under Crew Rental.

B. INSPECTION OF HAZARDOUS CONDITIONS

All City trees shall receive routine maintenance and periodic inspections. The Contractor is to include in its price for services of an ISA Certified Arborist to be available to the City should the need arise. Tree problems that are clearly visible by the inspection, but not considered hazardous, will be reported to the City for direction and/or further evaluation. Also, the crew performing maintenance shall properly notify the City of any tree-related problems that are clearly visible. This may be in written form if not considered hazardous or within 24 hours if deemed hazardous. It is the intent to correct problems prior to reaching crisis levels.

C. TREE INVENTORY

The Contractor will provide the City access to a record keeping system consisting of an Internet-based software program that allows the City to maintain information about its tree population, including the description of each tree by species, height, diameter, work history, and tree and planting site location. The tree inventory software program shall be an Internet-driven tracking program. The program shall have the capability to produce detailed listings of tree and site information, work histories, service requests, summary reports and pictures of City tree species. The Contractor shall provide software support to the City for the entire term of the contract at no additional cost.

The Contractor shall provide the City with recommendations for tree maintenance, recommended planting locations, and recommended removals. Attributes to be collected by field personnel may include Address, Street, Facility, Species, Diameter, Crown, Height, recommended maintenance, overhead utilities and parkway size and type.

1. GPS Tree Inventory

Provide the City with Global Positioning System (GPS) coordinates for all trees in City right-of-way. This includes, but is not limited to, all publicly owned trees on street rights-of-way, parks, City facilities and open spaces such as medians, greenscapes, etc. The address information contained in inventory should be linked directly to a Geographical Information System (GIS) program, such as ArcView. Using a handheld computer and a backpack GPS receiver, the inventory collector will identify the trees by their global coordinates of longitude and latitude. By collecting the data using the GPS system, the City can consolidate the tree data with other various GPS coded programs in the City.

2. Technical Support and Maintenance

The Contractor shall provide routine maintenance, archive, backup, restore and disaster recovery procedures as may be requested by the City. The Contractor shall provide complete support rapidly with experienced staff available to the City during the hours of 6:00 A.M. to 5:00 P.M. Monday through Friday. The Contractor shall be readily available by telephone, e-mail or may respond to the City's location within a timely manner.

West Coast Arborists, Inc.

PROJECT SPECIAL PROVISIONS

This project may consist of tree pruning, traffic clearance pruning, and palm removal as specified in the Project Special Provisions Contract Documents and/or Requests for Bid Proposal. All pruning methods shall comply with the.

A. DEFINITIONS

Where "as directed", "as required", "as permitted", "approve", "acceptance", or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the City of Hollister is intended unless otherwise stated. As used herein, "provide" shall be understood to mean "provide complete", in total. The word "site" as used hereinafter shall be understood to mean the location receiving the service. The use of the word "Contractor" shall be held to mean the Contractor and/or any person employed by them and working under this contract.

B. WORK QUALITY

All tree pruning shall comply with good arboreal practice for the particular species of trees being trimmed shall be consistent with the Pruning Standards and Best Management Practices as adopted by the International Society of Arboriculture. The Contractor shall also meet the requirements of the American National Standards, Z133-1-2006, entitled "Safety Requirements for Arboricultural Operation," published by the American National Standard Institute, Inc., 1430 Broadway, New York, New York 10018.

The City's designated representative shall determine if the Contractor has met all pruning requirements and payment shall not be made for pruning that is not in accordance with the above standards. The Contractor shall be deemed in contract default, if they consistently fail to comply with the aforementioned standards.

C. STANDARDS

Prior to beginning the work, the Contractor shall review with the City's designated representative various methods, tools, and work scheduling to be used on the project. Unless otherwise indicated, tree pruning shall include but not be limited to accepted pruning activities.

Daily tree pruning operations shall commence no earlier than 7:00 A.M. and shall be completed each day no later than 5:00 P.M.

Limbs one inch (1") in diameter or greater shall be precut to prevent splitting. When there is a chance of bark tearing at the crotch, remove large limbs with three cuts. Make the first cut on the underside of the branch one foot (1') to two feet (2') from the crotch. The undercut should be at least one-third ($\frac{1}{3}$) of the diameter. Make the second cut one-inch (1") to three inches (3") further from the crotch than the first. The final cut is made at the crotch in a manner to favor the earliest possible covering of the wound by callus growth. Cuts shall not be made so large that they will prevent sap flow. All cut branches three and one-half inches ($3\frac{1}{2}$ ") or larger in diameter shall be lowered by proper ropes to the ground. Any damage caused by dropping limbs shall be repaired within three (3) days at the Contractor's expense and to the satisfaction

West Coast Arborists, Inc.

of the City's designated representative. All debris resulting from tree pruning operations shall be removed from the work site on a daily basis.

Tool Sanitation - On all trees, including palms, known or suspected to be diseased, pruning tools and cut surfaces shall be disinfected with a ten (10) percent chlorine bleach solution after each cut and between trees where there is danger of transmitting the disease on tools. Fresh solution shall be mixed daily.

1. Annual Tree Pruning

Tree pruning per pre-designed districts, grids or prune routes on a set cycle to include all trees. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. Special projects that are difficult to access, require the need for specialty equipment (i.e., 95-foot tower, crane, etc.), or pruning to reduce and/or pruning to restore would fall under Crew Rental.

- (a) Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.
- (b) Contractor shall notify the resident forty-eight (48) hours in advance of scheduled pruning through doorhangers.
- (c) Contractor shall provide and post "No Parking" signs twenty-four (24) hours in advance of the work.
- (d) Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced, English speaking supervisor in tree maintenance operations. The Contractor shall be responsible for advance notification to the residents at each work location of the intended tree operations. The Contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work.
- (e) Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company. In the event that work causes excavation, the City is responsible for properly marking the location and the Contractor is responsible for appropriate notification of Underground Service Alert (USA).
- (f) No hooks, gaffs, spurs or climbers will be used for anything other than removals.

- (g) Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.
- (h) When pruning fungus, disease or fire blight infected limbs or fronds, all pruning tools shall be cleaned after each cut with alcohol or bleach.
- (i) Topping shall not be done unless specifically requested by the City.
- (j) The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch, to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.
- (k) Cut laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least fifteen (15%) percent but no more than twenty-five (25%) percent.
- (l) Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.
- (m) Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.
- (n) Heading cuts and/or topping will not be allowed under any circumstances. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

2. Pruning for Traffic Clearances

Tree pruning for traffic clearances shall provide clearances of at least fourteen (14') feet and no greater than sixteen feet (16') above finish grade for moving vehicles within the traveled roadway, for pedestrians on sidewalks in accordance with standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance trims are performed on a grid system or on a street-by-street basis. Clearances for adjacent structures and their connecting utility lines (service drops), shall be determined by the City's designated representative and conform to the following:

- a. The minimum clearance under trees within the street right-of-way shall be fourteen (14') feet over the traveled road, and nine feet (9') over the curb line

and the sidewalk side of the tree. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.

- b. Cut to laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin, or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership.
- c. When cutting back, avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.

3. Service Request Tree Pruning

Trees that need service prior to their scheduled grid trim for aesthetic purposes shall be trimmed within two weeks of notification by the City to the Contractor. Trees designated for aesthetic trimming shall be trimmed, shaped, and thinned. The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. In addition, trees shall be trimmed to provide a minimum clearance of fourteen (14) feet over the roadway and nine (9) feet over walkways. Trees shall also be trimmed to remove any obstruction around traffic control devices, traffic signs and streetlights. Additional trimming shall be performed to mitigate any extreme effect of the clearance trimming and provide an aesthetic appearance.

4. Tree Removals

City prepares list of trees to be removed, marks trees, notifies homeowners and submits lists to Contractor. Contractor calls Underground Service Alert (USA) and prepares internal work order. Crew removes tree and hauls all debris. Special projects that are difficult to access with equipment, or require the need for a crane or an aerial tower over seventy-five (75') feet would fall under Crew Rental rates. The City's designated representative shall make the final determination to remove or provide public noticing for removal at a later date. Removals shall be conducted in good workmanlike manner in accordance with the standards of the arboricultural profession.

All wood from removed trees is the property of the City and shall be disposed of at the direction of the City. No wood shall be left along public right-of-way unless approved by the City. All tree parts are to be loaded into transport vehicles or containers. The vehicles or containers must have the front, sides and rear solid and the top shall be tarped or otherwise tightly enclosed. The transporting of tree parts must be made so that no debris escapes during the transport. Branches, suckers, bark and other tree parts that are chipped are to be covered while transported and hauled to the disposal site during the workday.

5. Stumps

The City is responsible for marking trees so that they are easily identifiable by Underground Service Alert and the Contractor. The Contractor shall be required to call Underground Alert at least 2 days before stumps are to be ground out. All tree stumps must be removed to at least 18 inches below the lowest soil level adjacent to the stump, or until deep roots are no longer encountered. The Contractor shall grind the stump a minimum distance of one and a half (1½') feet either side of the outer circumference of the stump. Grinding of extensive surface roots is to be done at Crew Rental.

Stumps should be cut low enough to the ground where routing can be done safely. This may be accomplished by cutting the stump at the time of grinding, or at the time of tree removal except for infrastructure conflicts. Holes created by stump and root grinding must be filled the same day. The resultant chips from routing may be used to fill the hole to two (2") inches above normal ground level. All excess routing chips debris will be removed and loaded into transport vehicle for disposal. Any damaged paved surfaces shall be restored to their original condition.

6. Crew Rental

The standard crew is three men, one chipper truck, one chipper, one aerial tower and all necessary hand tools. The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work such as hanging flags, changing light bulbs, or trimming/removing specific trees that are inaccessible by equipment. Trees requiring service prior to their regularly scheduled grid or annual trim to rectify a specific problem such as blocked street lighting or signs, right-of-way clearance for utility lines, or broken limbs may be performed under the Crew Rental rate.

7. Emergency Response

The Contractor shall be required to provide emergency on call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location via telephone from a City authorized representative. Emergency work shall begin within two (2) hours of the initial telephone call.

Contractor shall be required to provide a twenty-four (24) hour emergency phone number or the names of at least five (5) contact individuals upon award of contract. Should the contact persons or their phone numbers change during the course of the contract, those changes shall be submitted to the City within two (2) working days.

Contractor shall be required to provide all necessary traffic control during the course of emergency work. Should the work involve any high voltage power lines or any utility lines the Contractor shall be required to notify the responsible utility company.

West Coast Arborists, Inc.

Work performed under the emergency provision of this contract shall be paid for on a crew hour basis. This shall include all labor, tools equipment, disposal fees and necessary materials.

8. Line Clearance Pruning

During the course of this contract the Contractor may be required to perform utility line clearance in conjunction with routine or non-routine pruning activities. The Contractor shall be required to furnish all supervision, labor, equipment and materials necessary to accomplish the work in accordance with the contract. The Contractor has the responsibility for compliance with safety and health standards of the California Occupational Safety and Health Act (OSHA) and all applicable rules, regulations and orders. The manager overseeing the project should be a Certified Utility Specialist and the persons completing the work should be Line Clearance Treeworkers. The competency of Contractor's personnel shall be maintained through regular training. All persons performing tree work on City trees in or around primary electrical lines shall be trained to do so in accordance the "Electrical Safety Orders" of the State of California.

9. Arborist Services

On occasion, the City requires tree evaluations including written reports. The vendor shall provide an hourly rate for an Arborist that can respond to the City's request(s) for the preparation of detailed arborist reports, tree evaluations and site inspections. Reporting can be generated on as little as one tree to an entire urban forest population and is handled on a case-by-case basis.

D. TRAFFIC CONTROL

Contractor shall conform to all City Traffic Safety requirements and operating rules at all times while this contract is in effect. The Contractor shall employee staff certified as Traffic Control Design Specialist and Traffic Control Technicians in accordance with the American Traffic Safety Services Association (ATSSA).

Contractor will be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic. This is to include a high visibility Arrow Board(s) as necessary. The City, prior to use, must approve all traffic safety equipment for use.

Illuminated arrow boards, sign stands, delineators and/or cones shall be used to identify work site for vehicular and pedestrian safety.

E. PUBLIC NOTICING OF TREE PRUNING OPERATIONS

Contractor shall be required to notify residents and/or businesses of scheduled tree pruning operations at least forty-eight (48) hours prior to the work being performed. Notifications shall be made in the form of door hangers.

West Coast Arborists, Inc.

City approved "No Parking" signs shall be posted on individual trees scheduled for pruning twenty-four (24) hours prior to the work being performed.

F. CLEAN UP

Contractor shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.

Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight. Contractor's equipment may be stored overnight, with advance approval, in the City yards; however the City will not be responsible for security of Contractor's equipment.

Brush and debris shall be removed daily, sidewalks swept, lawns and parkways raked out and gutters cleaned.

The City's authorized representative shall be the sole judge as to the adequacy of the cleanup.

G. DISPOSAL OF DEBRIS

As much as possible, all tree branches produced as a result of the Contractor's operations under this contract will be reduced, reused, recycled, and/or transformed. The City will receive access to their Greenwaste Recycling report detailing the amount of debris recycled and the location. This report to be used for compliance with Assembly Bill 939.

1. Greenwaste Recycling Report:
Greenwaste that is transported to an offsite facility for grinding into mulch shall be documented and available to the City on a monthly basis.
2. Wood Chips:
 - a. Chips generated from pruning operations within the City may first be dumped at a City designated site.
 - b. At the direction of the City, wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. These chips shall be dumped in specified locations in the City.
3. Milling (additional service & cost):
At the direction of the City large tree trunks, which meet proper specifications may be milled into lumber suitable for use in a variety of applications. Milled lumber shall be returned to the City at a cost to be included in the bid proposal.

H. PARKING

The City of Hollister will make every attempt to identify a suitable space for parking of vehicles and equipment for the purpose of this contract. The vendor will hold the City of Hollister

West Coast Arborists, Inc.

harmless and release the City of liability as a result of theft or vandalism. Should a site not be available, then the vendor may park on City right-of-way near the project area(s).

I. INVOICE

Contractor shall be required to submit invoices on a bi-monthly basis. Invoice format shall include but not be limited to a list of each street that tree maintenance operations took place, the address of each individual tree, the species and its height and trunk diameter of each individual tree. Failure to submit invoices in this format may result in non-payment until these requirements are met.

J. INSPECTIONS

The City's designated representative, shall, at all times, have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the work.

K. WITHHOLDING PAYMENT

The City may withhold payment to such extent as may be necessary to protect the City from loss due to one or more of the following reasons:

1. Defective or inadequate work not corrected.
2. Claims filed, or reasonable evidence indicating probable filing of claims.
3. A reasonable doubt that the contract can be completed for the balance unpaid.

L. MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

1. The City may modify these specifications with the joint approval of the Contractor and the City of Hollister Purchasing Agent. All modifications shall be in writing.
2. In the event that the City of Hollister should require additional work beyond the requirements of these specifications, the Contractor shall perform all work at a competitive price.
3. Additional work may be added to the contract work as the need arises. The Contractor shall perform all specified and approved additional work at the unit prices submitted with this bid proposal.
4. The Contractor must be willing to provide a competitive price for additional work that may be added to the contract. Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment needed to complete the additional work in a timely manner.

5. The Contractor must have the ability to receive and respond to emergency situations and must respond to emergency call outs within one hundred twenty (120) minutes of receipt of the call.

M. COOPERATIVE PURCHASING

It is intended that other public agencies (i.e., city, county, school district, special district, public authority, public agency, and other political sub-division of the State of California) and/or other City departments shall have the option to participate in any agreement created as a result of this Request for Proposal with the same terms and conditions as to the price of the product and/or service. The City of Hollister shall incur no financial responsibility in connection with a purchase order from another public agency. Any public agency that "piggy-backs" on any negotiated contract between the City of Hollister and vendor shall accept sole responsibility for negotiating, placing orders and making payment to vendor. The vendor may or may not agree to the cooperative purchasing clause.

EXHIBIT “B”, continued**SCOPE OF SERVICES****Schedule A. - Pruning**

Detailed structural pruning of various species of Street Trees

Item No.	Item Description	Unit	Unit Price
A.1	Tree Size 10 ft. to 20 ft. tall	Per tree	\$109.00
A.2	Tree Size 20 ft. to 40 ft. tall	Per tree	\$159.00
A.3	Tree Size 40 ft. and taller	Per tree	\$259.00

Schedule B.-Tree Removal

Cost to remove various species of street trees. (Includes stump grinding to 18” below surface grade.

Item No.	Item Description	Unit	Unit Price
B.1	Trunk Diameter 10 to 20 inches	Each	\$555.00
B.2	Trunk Diameter 20 to 40 inches	Each	\$1,895.00
B.3	Trunk Diameter 40 inches and over	Each	\$2,895.00

Schedule C.-Planting

Planting of approved 15-gallon size street trees, per City Diagram, at various citywide locations.

Item No.	Item Description	Unit	Unit Price
C.1	Planting of 15 gallon street trees	Each	\$240.00

Schedule D.-Stump Grinding

Stump grinding 18” below surface grade at various City wide locations

Item No.	Item Description	Unit	Unit Price
D.1	Trunk Diameter 6 to 12 inches	Each	\$195.00
D.2	Trunk Diameter 12 to 18 inches	Each	\$195.00
D.3	Trunk Diameter 18 to 24 inches	Each	\$295.00
D.4	Trunk Diameter 24 to 30 inches	Each	\$295.00
D.5	Trunk Diameter 30 to 36 inches	Each	\$395.00
D.6	Trunk Diameter 36 to 42 inches	Each	\$395.00
D.7	Trunk Diameter 42 inches and larger	Each	\$495.00

EXHIBIT “B”, continued**SCOPE OF SERVICES****Schedule E.-ON CALL Tree Removal (Response time 4 hours or less)**

Cost to remove various species of street trees. (Includes stump grinding to 18” below surface grade)

Item No.	Item Description	Unit	Unit Price
E.1	Trunk Diameter 10 to 20 inches	Each	\$900.00
E.2	Trunk Diameter 20 to 40 inches	Each	\$2,500.00
E.3	Trunk Diameter 40 inches and over	Each	\$3,500.00

Schedule F.-Removal of Palm Trees

Cost to remove Palm Trees (Including stump grinding to 18” below surface grade)

Item No.	Item Description	Unit	Unit Price
G.1	Tree Size 15 ft. to 30 ft. tall	Each	\$595.00
G.2	Tree Size 30 ft. to 45 ft. tall	Each	\$995.00
G.3	Tree Size 45 ft. to 60 ft. tall	Each	\$995.00
G.4	Tree Size 60 ft. or taller	Each	\$1,395.00

EXHIBIT "C"
MILESTONE SCHEDULE

N/A

EXHIBIT "D"
PAYMENT SCHEDULE

Each payment to be invoiced and paid upon completion of specific job through the end of the fiscal year.

**FIFTH AMENDMENT TO AGREEMENT WITH WEST COAST ARBORISTS, INC. TO
PROVIDE CITY TREE MAINTENANCE SERVICES**

This Fifth Amendment to the Agreement for Services (“Fifth Amendment”) is made and entered into as of November 21, 2025 (“Effective Date”), by and between the City of Gilroy, a California municipal corporation (“CITY”), and West Coast Arborists, Inc. (“CONTRACTOR”).

WHEREAS, CITY and CONTRACTOR are parties to that certain Agreement for Services, effective on August 18, 2021, hereinafter referred to as “Original Agreement”; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and for other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

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

“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 \$395,045 for year 1, \$406,897 for year 2, \$419,104 for year 3, \$431,677 for year 4 and \$513,946 for year 5 for services of this Agreement.”

2. This Amendment shall be effective on November 21, 2025.
3. Except as expressly modified herein, all of the provisions of the Original Agreement shall remain in full force and effect. In the case of any inconsistencies between the Original Agreement and this Amendment, the terms of this Amendment shall control.
4. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

CONTRACTOR:

West Coast Arborists, Inc.

By: _____
[signature]

[employee name]

[title/department]

Date: _____

CITY:

CITY OF GILROY

By: _____

Date: _____

Approved as to Form:

Attest:

City Attorney

City Clerk



WEST COAST ARBORISTS, INC.

390 Martin Avenue Santa Clara, CA 95050
408.855.8660 Phone 408.844.8606 Fax WCAINC.COM

Proforma
98972

PROFORMA FOR TREE MAINTENANCE SERVICES

CUSTOMER INFORMATION

Main Contact

MATT JONES

CITY OF GILROY

7351 ROSANNA STREET

GILROY, CA 95020

408.846.0275 Matt.Jones@ci.gilroy.ca.us

Billing Contact

SHEILA CASTILLO

CITY OF GILROY

7351 ROSANNA STREET

GILROY, CA 95020

408.846.0569

Inventory Needed

Yes

Link Funds to Job #

92979

Purchase Order #

DIR Project ID #

JOB LOCATION

Hecker Pass Hwy from Santa Teresa Blvd to Burchell Rd.

SCOPE OF WORK

Prune 117 Cedars and about 15 Oak trees to raise canopies, end weigh reduction, dead wood removal, and fix old cuts/stubs for safety.

QTY	DESCRIPTION	U/M	UNIT PRICE	TOTAL
220.00	Crew Rental - per man	Man Hour	\$78.80	\$17,336.00
132.00	Tree Prune >40' Tall	Each	\$291.50	\$38,478.00
50.00	Specialty Equipment Rental	Hour	\$270.10	\$13,505.00
			GRAND TOTAL:	\$69,319.00

COMMENTS

Heavy traffic area, we will need 2 flag man and heavy traffic control to set up closing one lane. Trees are located on the southside of the road. We will be concentrating on end weigh reduction, too many failure branches. We will need 85 or 90 ft aerial to reach tallest Cedars.

DISCLAIMER: West Coast Arborists, Inc. ensures the quality of work performed, however, we do not ensure the agency's entire tree population from failure. Conditions are often hidden within trees and below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances. The controlling authority must manage trees and accept some degree of risk. Only work identified in the scope of the proposal and in the contract line item is included in our quote or invoice. All work will be completed in accordance with ANSI A300 standards. Price reflects payment under prevailing wage rates under the wage determination: Tree Maintenance Laborer and report of certified payroll to the Department of Industrial Relations as applicable in accordance with state labor laws. PROPOSAL IS VALID FOR 90 DAYS.

CA Contractors License 366764

Federal Tax ID: 95-3250682

CA DIR Registration 1000000956

JUAN ORTIZ

AREA MANAGER

09/10/25

ESTIMATED BY

TITLE

DATE

Matthew Jones

Deputy Director of Public Works

10/27/2025

ACCEPTED BY

TITLE

DATE



City of Gilroy

STAFF REPORT

Agenda Item Title: Adopt a FY26 and FY27 Budget Amendment Resolution to the Police Department BSCC Title II Grant Fund for \$290,225, and Approve a First Amendment To Agreement for Services of \$116,617.50 with Youth Alliance for the South County Restorative Justice Youth Diversion Program from January 1, 2026 through September 30, 2026

Meeting Date: December 8, 2025
From: Luke Powell, Acting Chief of Police
Department: Police Department
Submitted by: Luke Powell, Acting Chief of Police
Prepared by: Patricia Vigil, Management Analyst

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

- a) Adopt a FY26 and FY27 budget amendment resolution to the Police Department BSCC Title II Grant Fund (228) in the amount of \$290,225 and,
- b) Approve a first amendment to the agreement with Youth Alliance for an additional amount of \$116,617.50 from January 1, 2026 – September 30, 2026, to continue to provide diversion youth services for the South County Restorative Justice Youth Diversion Program.

EXECUTIVE SUMMARY

The City of Gilroy received a \$1,049,952 Title II Grant from the Board of State and Community Corrections (BSCC) to operate the South County Restorative Justice Youth Diversion Program (SCRJYDP) from January 1, 2023, through December 31, 2025. Oversight of the grant was transferred to the Office of Youth and Community Restoration (OYCR) in July 2024.

In June 2025, OYCR temporarily suspended Title II-funded operations, delaying program expenditures. In August 2025, OYCR extended the grant period through September 30, 2026, allowing additional time to utilize the remaining funds.

The proposed amendment extends the Youth Alliance contract through September 2026 and adds \$116,617.50 to fund the program coordinator position and related services. The coordinator role is dedicated to supporting the implementation of the Title II OYCR Grant to support delinquency prevention and juvenile justice system improvement.

BACKGROUND

City Council approved the original \$300,744 agreement with Youth Alliance in December 2023 following the standard procurement process. Youth Alliance has successfully provided diversion services and remains the most qualified agency to continue. Conducting a new RFP for a nine-month extension would not allow sufficient time for contractor onboarding.

ANALYSIS

The Title II BSCC grant funds the SCRJYDP, which provides an opportunity for youth who have engaged in alleged harmful conduct to come together with impacted community members to collectively address the harmful incident as a community circle, while supporting and respecting youth as valuable community members. Participation in the Diversion Program is an alternative to the traditional juvenile justice system path that follows when a youth receives a citation from a law enforcement agency.

The Diversion Program redirects youth away from formal involvement in the juvenile justice system and back into the community. The program provides youths and their loved ones/families with local support services they feel they need to grow and thrive, bring in and uplift the voice of victims and the community, help youth to account for their actions in a restorative manner, hold family structure and community accountable for their participation in supporting the youth, use family-friendly language in their native language, and promote public safety.

Program partners include local community-based agencies, local school districts, local and county governments, and law enforcement agencies.

The Title II BSCC grant provides services to three local jurisdictions: Gilroy, San Martin and Morgan Hill. The SCRJYDP pursues three goals which the SCRJYDP Coordinator will help achieve:

- The Diversion Program is for youth who commit lower-level offense(s), there will be an increase in participation in the diversion program, thereby

diverting these youth away from the juvenile justice system and into a restorative justice-based diversion program.

- The Diversion Program will increase local support for youth, families, and victims that have been impacted by the alleged harm that led to the citation.
- The Diversion Program will enhance and increase the understanding and use of the restorative justice model, use of restorative practices, and trauma-informed care throughout South County community, schools, all SCYTF CBOs, and public safety agencies.

ALTERNATIVES

City Council may reject approval of the proposed amendment and the amendment to services with Youth Alliance. Staff does not recommend this option as funding would be returned to the OYCR and Youth Alliance would not be able to continue the services and programs of the Restorative Justice Youth Diversion Program as provided under the State agreement.

FISCAL IMPACT/FUNDING SOURCE

The South County Restorative Justice Youth Diversion Program Coordinator position is funded by the Title II OYCR Grant, Special Revenue Fund 228 with no impact to the General Fund.

	FY26	FY27
Expense 2283000-51630	\$240,474	\$30,498
Expense: 2283000-52610	\$19,253	
Revenue: 2283000-43110	\$259,727	\$30,498

PUBLIC OUTREACH

N/A

Attachments:

1. Original Agreement with Youth Alliance for \$300,744
2. First Amendment for Youth Alliance
3. Original Agreement for Funding with Board of State and Community Corrections
4. Extension with the State of California Standard Agreement OYCR
5. Resolution

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 2025-2026 AND 2026-2027 IN THE POLICE
DEPARTMENT BSCC TITLE II GRANTS FUND AND
APPROPRIATING PROPOSED EXPENDITURE AMENDMENTS.**

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

WHEREAS, City Staff has prepared and submitted to the City Council a proposed amendment to said budget for Fiscal Year 2025-2026 and 2026-2027 for the City of Gilroy in the staff report dated December 8, 2025, for the Police Departments BSCC Title II Grants Fund,

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

NOW, THEREFORE, BE IT RESOLVED that revenue and expenditure appropriations in the Police Department BSCC Title II Grants Fund, Fund 228, is hereby increased by \$259,727 for Fiscal Year 2025-2026 and \$30,498 for Fiscal Year 2026-2027.

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

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: 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, December 8, 2025** with a quorum present.

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

Kim Mancera
City Clerk of the City of Gilroy

(Seal)

FIRST AMENDMENT TO AGREEMENT FOR SERVICES

WHEREAS, the City of Gilroy, a municipal corporation (“City”), and Youth Alliance entered into that certain agreement entitled Agreement for Services, effective on December 1, 2023, hereinafter referred to as “Original Agreement”; and

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

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

1. Contract timeline will be extended to September 30, 2026 of the Original Agreement shall be amended to read as follows: The contract will be extended to September 30, 2026.
2. In Exhibit D: Payment Schedule will be extended to add:

January 1, 2026-March 31, 2026	April 10, 2026
April 1, 2026-June 30, 2026	July 10, 2026
July 1, 2025- September 30, 2026	October 10, 2026
3. In Exhibit D: BUDGET Youth Alliance- South County Youth Task Force will be amended to include an additional \$116,617.50 for personnel cost.
3. This Amendment shall be effective on January 1, 2026.
4. Except as expressly modified herein, all of the provisions of the Original Agreement shall remain in full force and effect. In the case of any inconsistencies between the Original Agreement and this Amendment, the terms of this Amendment shall control.
5. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

CITY OF GILROY

Youth Alliance

By: _____
[signature]

[Brad Kilger]

[Interim City Administrator/City of Gilroy]

By: _____
[signature]

[Eduardo Navarro]

[Chief Operating Officer]

Date: _____

Date: _____

Approved as to Form

ATTEST:

City Attorney

City Clerk

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

This AGREEMENT made this 1st day of December, 2023, between:

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

and CONSULTANT: Youth Alliance, having a principal place of business at 7598 Monterey Hwy, Suite 150, Gilroy CA 95020 and MAILING/Communication address is: PO Box 1291 Hollister CA 95024.

ARTICLE 1. TERM OF AGREEMENT

This Agreement will become effective on December 1, 2023 and will continue in effect through December 31, 2025 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.

20
Initial

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE 3. SERVICES TO BE PERFORMED BY CONSULTANT

A. Specific Services

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

B. Method of Performing Services

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

C. Employment of Assistants

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

D. Place of Work

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

ARTICLE 4. COMPENSATION**A. Consideration**

In consideration for the services to be performed by CONSULTANT, CITY agrees to pay CONSULTANT the amounts set forth in **Exhibit "D"** ("Payment Schedule"). In no event however shall the total compensation paid to CONSULTANT exceed \$300,744.

B. Invoices

CONSULTANT shall submit invoices for all services rendered.

C. Payment

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

D. Expenses

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

ARTICLE 5. OBLIGATIONS OF CONSULTANT**A. Tools and Instrumentalities**

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

B. Workers' Compensation

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

C. Indemnification of Liability, Duty to Defend

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

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

D. Insurance

In addition to any other obligations under this Agreement, CONSULTANT shall, at no cost to CITY, obtain and maintain throughout the term of this Agreement: (a) Commercial Liability

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

E. Assignment

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

F. State and Federal Taxes

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

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

ARTICLE 6. OBLIGATIONS OF CITY

A. Cooperation of City

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

B. Assignment

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

ARTICLE 7. TERMINATION OF AGREEMENT

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

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

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

B. Termination by City for Default of Consultant

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

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

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

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

C. Termination for Failure to Make Agreed-Upon Payments

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

D. Transition after Termination

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

ARTICLE 8. GENERAL PROVISIONS

A. Amendment & Modification

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

B. Americans with Disabilities Act of 1990

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

C. Attorneys' Fees

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

attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

D. Captions

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

E. Compliance with Laws

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

F. Conflict of Interest

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

G. Entire Agreement

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

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

H. Governing Law and Venue

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

I. Notices

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

J. Partial Invalidity

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

K. Time of the Essence

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

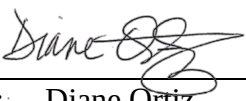
L. Waiver

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

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

CONSULTANT:

Youth Alliance

By: 

Name: Diane Ortiz

Title: CEO

CITY:

CITY OF GILROY

DocuSigned by:

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By: _____

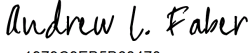
Name: Jimmy Forbis

Title: Administator, City of Gilroy

Social Security or Taxpayer

Identification Number 770377245

Approved as to Form

DocuSigned by:

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City Attorney

ATTEST:

DocuSigned by:

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City Clerk

EXHIBIT “A”

SPECIFIC PROVISIONS

I. PROJECT MANAGER

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

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

II. NOTICE TO PROCEED/COMPLETION OF SERVICE

A. NOTICE TO PROCEED

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

B. COMPLETION OF SERVICES

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

III. PROGRESS SCHEDULE

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

IV. PAYMENT OF FEES AND DIRECT EXPENSES

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

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

V. OTHER PROVISIONS

A. STANDARD OF WORKMANSHIP

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

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

B. RESPONSIBILITY OF CONSULTANT

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

C. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

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

D. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data (including, but not limited to, computer data and source code), drawings, descriptions, documents, discussions or

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

E. NO PLEDGING OF CITY'S CREDIT.

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

F. OWNERSHIP OF MATERIAL.

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

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

G. NO THIRD PARTY BENEFICIARY.

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

H. NOTICES.

Notices are to be sent as follows:

CITY:	<u>Sandra Cruz, SCYTF Coordinator</u> City of Gilroy 7351 Rosanna Street Gilroy, CA 95020
-------	--

CONSULTANT: Diane Ortiz, CEO
The Hollister Youth Alliance (DBA The Youth Alliance)
PO Box 1291
Hollister, CA 95024

I. FEDERAL FUNDING REQUIREMENTS.

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

1. DBE Program

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

2. Cost Principles

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

3. Covenant against Contingent Fees

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

EXHIBIT “B”

SCOPE OF SERVICES

CONSULTANT Youth Alliance shall perform the following services and duties that pertain to the Diversion Program Coordinator (DPC) position for the Project II THRIVE (Transformation and Hope, Resiliency, Integrity, Voice & Engagement) South County Restorative Justice Youth Diversion Program (RJYDP), a programmatic initiative which aims to support youth and families through a restorative justice framework while improving public and youth safety by reducing youth-led citation and violence within South Santa Clara County. This is a full-time position under the State of California Title II Grant for three (3) calendar years beginning January 1, 2023 to December 31, 2025. This Full Time DPC position runs from December 1, 2023 to December 31, 2025. All invoices and services to be rendered by December 31, 2025.

PROGRAM REVIEW: The Project II THRIVE RJYDP provides an opportunity for South Santa Clara County youth who engage in alleged harmful or citable conduct to come together with impacted community members and collectively address the incident as a circle, while supporting and respecting youth as valuable community members. Completion of the voluntary program diverts youth away from the Juvenile Justice System by striving to decrease historical and systematic inequities and barriers by removing the citation. This program is also meant to provide local supports that youth and families feel they need to heal and thrive, while shifting the law enforcement and juvenile justice system away from first time citations of specific offenses.

Based on Restorative Justice (RJ) framework, RJYDP operates through a trauma-informed lens and seeks to address root causes of harmful behaviors through program milestones. Youth voice alongside local community will create solutions needed to cultivate positive opportunities and pathways. By way of the Title II grant funded, the pilot program will expand the number of youth/families served and expand referring agency capacity.

CONSULTANT Youth Alliance shall complete the following services:

1. WORK ACTIVITIES: As a full-time DPC, the CONSULTANT will fulfill all coordination and logistical roles of the RJYDP program, to include but not limited to:

- a. Overseeing, coordinating, and supporting youth referrals and referral processing from acceptance to program completion, and this includes preparing youth and their support systems for the Restorative Justice (RJ) Circle.
- b. Facilitating communication and troubleshooting conflicts with program members and agencies.
- c. Communicating regularly with all Program partners and ensuring timely delivery of information.
- d. Facilitating a monthly collaborative meeting with team members.
- e. Following the South County RJYDP Guide and practices developed and ensuring team members and program participants also follow practices to program model fidelity.

- f. Will oversee approximately 50+ new youth referrals annually along with maintaining and closing currently open cases.
- g. Offer on-going support to all youth referred and who want to participate in the diversion program and ensuring the referred agency is actively engaged with them. On-going support may also include supporting youth referrals with aftercare supports and services after program completion.
- h. Ensuring all youth who agree to participate in the program, complete an intake interview/assessment with a CBO within two weeks of the CBO receiving the referral.
- i. Connecting youth and family with a referral agency and assisting youth with completing their Restorative Agreement (RA) through check-ins (phone-calls, in-person visits (home or school or public place), referrals, or in any way that is appropriate for the specific youth.
- j. Conducting youth referral entrance and exit surveys.
- k. Preparing and ensuring all youth and their support systems who participate in a RJ Circle receive proper explanation, guidance and preparation so they feel safe for their circle.
- l. Preparing and ensuring all RJ Circle participants, including person(s) harmed and their support systems who participate in a Circle, receive proper explanation, guidance and preparation so they feel safe and prepared for their circle.
- m. Coordinating and participating (which may include facilitating as Circle Keeper) in one to four Restorative Justice Circles per month, ensuring the proper personnel to be present (i.e. Circle Keeper, family, youth supporters, community members, school personnel, etc.)
- n. Ensuring the Restorative Conferencing Circles adhere to restorative justice and restorative practices, for example, those practices outlined by International Institute for Restorative Practices.
- o. Making referrals to local agencies for evidence-based and pro-social programs based on assessment, intake interview and needs identified through the restorative circle and/or needs identified by DPC or RJYDP partners.
- p. Making referrals or linking to community, local, county or state assets and resources as needed.
- q. Overseeing, coordinating, and tracking the restitution process for youth where restitution is a part of a Restorative Agreement (which is created by a RJ Circle).
- r. Coordination of trainings for team members, volunteers, local schools, program graduates and anyone who participates or wants to participate in the RJYDP.
- s. Working with local cities and justice partners to ensure review of all citations to determine eligibility for referral to the Diversion Program.
- t. Attending necessary RJYDP and related meetings and activities as they arise, which may occur outside of traditional 8:00 a.m. to 5:00 p.m., Monday through Friday work hours.

u. Completing and submitting monthly service delivery calendars to help maximize collaborative efforts with all SCYTF and RJYDP partners, documenting services being offered.

v. Working with Program Evaluators, the City and the Data Collection Team to complete the grant's Local Evaluation Plan, quarterly dashboards and the Final Evaluation Report by December 31, 2025.

w. Attending trainings or presentations to stay current on Restorative Justice and Restorative Practices, trauma informed care, mandated reporting, and other trainings that fit within the scope, supports, and services of RJYDP.

x. Recruiting ongoing program volunteers, tracking fingerprinting clearance and onboarding volunteers. Creating and maintaining a data base of volunteers, potential volunteers and agencies that have been trained in various Restorative Justice frameworks.

y. Planning and coordinating a regional South County restorative justice symposium and inviting local and regional practitioners, interested community partners, including former graduates of RJYDP, to share stories and increase their understanding of Restorative practices and RJ practices.

z. Upon request by SCYTF, conducting outreach or engagement activities with youth and families for the Diversion Program in Morgan Hill, San Martin, and Gilroy as appropriate and/or available. Outreach or engagement activities is interpreted broadly and can include, but is not limited to, tabling at events, attending meetings, participating in pro-social activities; having conversations with youth, community members, volunteers, agencies and government entities, and others that seek to promote or encourage participation in the Diversion Program, and leading or engaging in any activity, in community or school, that seeks to promote, encourage participation and educate others in the Diversion Program.

aa. Participating in the monthly SCYTF Technical Team meetings and SCYTF Multi-Disciplinary Team (MDT) meetings.

2. DATA COLLECTION: The CONSULTANT will complete the following data-related services:

a. Maintain forms to help with data tracking, to include Excel Data Tracker or similar tracker, sign-in sheets to track participation, Units of Service Workbook and complete monthly and quarterly BSCC reporting templates (excel BSCC Program Activity Report (PAR) and word document BSCC Program Narrative Report) and any additional reporting necessary for program evaluation. Required reporting data and submit it to the City of Gilroy (City) by the 10th day of the following quarter of services.

b. The CONSULTANT will maintain a Performance Activity Report (PAR) to collect and track youth demographics and progress through the RJYDP with client demographic that BSCC requests, such as: first and last name initials; date of birth; age; start and end date for services given, gender (male/female/Agender/Bigender/Cisgender/Non-Binary); Offender Status (at-risk population- no prior offense; first-time offenders; repeat offenders; status offenders; violent offenders); other factors (mental health; pregnant; substance abuse; truant/dropout); project cost per youth; zip code of youth served, ethnicity of youth served, and hours of service per youth by

activity type, and the CONSULTANT will need to provide the following project youth demographics (using tracking tools and documentation provided by CITY).

c. The CONSULTANT will maintain Project Assessment data, within the Units of Service Workbook, to include: Number of project youth served; Number and percent of program youth who offend or reoffend; Number and percent of program youth completing program requirements; Number and percent of program youth exhibiting a desired change in targeted behaviors: substance abuse; school attendance; gangs; employment status; Number and percent of program youth charged with formal probation violations; Average length of time between intake and referral for program youth; Number and percent of program youth who are re-victimized or cited for similar offense and Number and percent of families/youth/victims/staff satisfied with the project.

d. CONSULTANT will complete a quarterly narrative (template provided by CITY).

3. PROJECT BOOKS AND RECORDS: The CONSULTANT shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Agreement, approved program/budget modifications, financial records, programmatic information and required reports. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by CITY, BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

a. The CONSULTANT will maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices and payments to the accounting records, to the supporting documentation.

b. The CONSULTANT shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all program funds, including grant funds and any matching funds by CONSULTANT. Source documentation to be kept and filed includes copies of all approved modifications, financial records, and progress reports.

c. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the Title II grant, whether they are employed full-time or part-time, and submitted along with Invoice and Reports to the City.

d. The CONSULTANT shall maintain documentation of donated goods and/or services, including the basis for valuation.

e. The CONSULTANT agrees to protect records adequately from fire or other damage. When records are stored away from the CONSULTANT's principal office, a written index of the location of records stored must be on hand and ready access must be assured.

f. Access to Books and Records: The CONSULTANT will make such books, records, supporting documentations, and other evidence available to the City and BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California

State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

g. All CONSULTANT records relevant to the program must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three (3) year period, whichever is later.

4. AUDIT: The CONSULTANT must be prepared to complete an annual audit by the BSCC for each fiscal year/audit period, or fraction thereof, for the entire three-year grant cycle.

a. CONSULTANT agrees that the CITY, the awarding department of BSCC, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CONSULTANT agrees to maintain such records for possible audit for a minimum of three (3) years after final payment unless a longer period of records retention is stipulated. CONSULTANT agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, CONSULTANT agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. CONSULTANT'S GENERAL RESPONSIBILITY: The CONSULTANT agrees to comply with all terms and conditions of this Service Agreement.

a. The CONSULTANT is responsible for the performance of all project activities identified in this Scope of Work.

b. The CONSULTANT shall immediately advise the City of any significant problems or changes that arise during the course of the project through the quarterly Narrative Report and via monthly check-in meetings.

6. MODIFICATIONS: No change or modification in the project will be permitted without prior written approval from the BSCC, and therefore the City. The City will request changes to BSCC and communicate to the CONSULTANT. Request for changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in this Service Agreement which is based on the Application for Funding the City submitted to BSCC. Changes shall not be implemented by the project until authorized by the BSCC and the City will authorize the CONSULTANT when those changes can or cannot be implemented.

7. REQUIREMENT TO REPORT POTENTIALLY DUPLICATIVE FUNDING: If The CONSULTANT currently has other active awards of local or federal funds, or if the

CONSULTANT receives any other award of local or federal funds during the period of performance for this award, the CONSULTANT promptly must determine whether funds from any of those other local or federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the City in writing of the potential duplication, and, if so requested by the City, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. **TERMINATION FOR CAUSE:** The City may terminate the Service Agreement and be relieved of any payments should the CONSULTANT fail to perform the requirements of this Service Agreement at the time and in the manner herein provided. In the event of such termination the City may proceed with the work in any manner deemed proper by the City, as per notification by the State. All costs to the City shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

9. **NON-DISCRIMINATION CLAUSE:** During the performance of this Service Agreement, the CONSULTANT shall not deny the Agreement services and benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. CONSULTANT and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require ascertaining compliance with this clause. CONSULTANT shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

a. The CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

9. **Transport of Youth:** Transportation can only occur after all necessary insurance(s) have been completed and insurances and waivers meet all necessary insurance guidelines. One-to-one driving is not allowed. The CONSULTANT and youth in transport must be of the same gender, or there may be another staff member in the car of the opposite gender. This may include City staff. A guardian/parental permission slip must be signed each time a youth enters the CONSULTANT's vehicle. If transportation occurs under life coaching/case management, all intake paperwork must

be up to date and the two-to-one ratio must be enforced. Contact of youth and transportation must follow County and City procedures.

EXHIBIT “C”

MILESTONE SCHEDULE

Management Plan

CONSULTANT Youth Alliance will utilize 1 FTE to implement program services. Diversion Program Coordinator, Rodrigo Jimenez will have the following Job duties include: Oversight of program fidelity, referral process, partner with Community Based Organizations (CBOs) and Youth Support Specialists to ensure consistent practices, troubleshoot conflicts with participants, program team members, and community members, facilitate monthly collaborative meetings among Diversion Program Team members and other stakeholders, connect and facilitate communication among Diversion Program Team members, coordinate Restorative Justice Circles, tracks, collects and analyzes data, assists with coordinating trainings for the Diversion Program Team and volunteers, bilingual (English/Spanish). Full list of duties is listed in SCOPE OF SERVICES.

Job duties include but are not limited to: oversight of program fidelity, referral process, partner with Community Based Organizations (CBOs) and Youth Support Specialists to ensure consistent practices, troubleshoot conflicts with participants, program team members, and community members, facilitate monthly collaborative meetings among Diversion Program Team members and other stakeholders, connect and facilitate communication among Diversion Program Team members, coordinate Restorative Justice Circles, tracks, collects and analyzes data, assists with coordinating trainings for the Diversion Program Team and volunteers, bilingual (English/Spanish).

Diversion Program Coordinator Rodrigo Jimenez has over ten years of experience with the target population for this program and is trained and certified in Restorative Justice Peacemaking Circles (Restorative Justice Training Institute), Restorative Justice Harm Repair Circles (Restorative Justice Training Institute), The Council for Boys and Young Men (One Circle Foundation), and Mental Health First Aid (National Council for Mental Wellbeing). Rigo has worked in the South County communities for a dozen years and is extremely well-connected with most of the partners in this venture. He has an excellent rapport with youth educators and community leaders. His excellent communication and collaboration skills will help him work out creative and impactful ways to ensure this program is well understood and appreciated throughout the South County.

Deputy Director of Programs Rene Casas has over 20 years of experience working with disadvantaged and underserved youth, parents, and communities of color. Mr. Casas has worked tirelessly to address issues hindering the upward mobility of communities of color. Mr. Casas has learned restorative practices and techniques (Circles of Hope, Re-integration Circles, Community-Building Circles, Cultural Rites of Passage, and RJ in schools) from various sources but credits his personal growth, leadership development, and healing-informed practices to the teachings of La Cultura Cura (Culture Cures). Rene is also a co-founder and a previous board member of MILPA (Motivating Individual Leadership for Public Advancement), an organization authentically working with system-impacted individuals to address multiple inequities through system and policy change. In 2015, Rene was awarded the National Juvenile Justice Network

(NJN) Fellowship, where he spearheaded a community-level approach to youth justice policy and systems change addressing the school-to-prison pipeline. Since 2017, Rene has been part of the executive advisory board of the National Alianza for Youth Justice (NAYJ). Mr. Casas has also served as a commissioner for the Juvenile Justice Commission in Monterey County. Rene earned his Criminal Justice BA degree from California State University Chico and has recently received his Master of Social Work degree from California State University Monterey Bay. As a Social Work Intern with the Alianza, he helped lead a National qualitative research on how Latinx youth get tracked in the juvenile justice system along with a system impacted youth (The Latinx Data Gap).

Timeline of schedule events may include, but not limited to:

December 1-31, 2023

- On boarding meetings and trainings with City of Gilroy and Diversion partners
- Help overseeing youth referrals from the South County Law Enforcement Agencies, and linking them with Community Based Organization partners.
- Help coordinating RJ Circles if needed
- Help supporting youth in preparing for RJ Circles and in completing their Restorative Agreements
- Help facilitating monthly team meetings

January 1, 2024-December 31, 2024:

- Overseeing youth referrals from the South County Law Enforcement Agencies, and linking them with Community Based Organization partners.
- Coordinating 1 to 4 days of RJ Circles
- Supporting youth in preparing for RJ Circles and in completing their Restorative Agreements
- Facilitating monthly team meetings
- Administer, collect and track pre and post surveys
- Recruitment and retention of program volunteers
- Help lead and plan annual Restorative Justice Symposium
- Completing and submitting service delivery calendars to help maximize collaborative efforts with all South County agencies and RJYDP partners, documenting services being rendered at different time frames, location(s) and service day(s). Completion of the calendars will be submitted to the City by the 7th of each month (no need to resend if there are no new changes).
- Working with Program Evaluators and the City to collect data for Local Evaluation Plan

- Submitting quarterly state invoicing and reporting
 - Bi-annually presentations to Policy Team and Tech Team about the RJ Youth Diversion Program
- January 1, 2025-December 31, 2025:
- Overseeing youth referrals from the South County Law Enforcement Agencies, and linking them with Community Based Organization partners.
 - Coordinating 1 to 4 days of RJ Circles
 - Supporting youth in preparing for RJ Circles and in completing their Restorative Agreements
 - Facilitating monthly team meetings
 - Completing and submitting service delivery calendars to help maximize collaborative efforts with all South County agencies and RJYDP partners, documenting services being rendered at different time frames, location(s) and service day(s). Completion of the calendars will be submitted to the City by the 7th of each month (no need to resend if there are no new changes).
 - Working with Program Evaluators and the City to collect data for Local Evaluation Plan
 - Submitting quarterly state invoicing and reporting
 - Bi-annually presentations to Policy Team and Tech Team about the RJ Youth Diversion Program
 - All Project service activity period ends December 31, 2025.
 - All invoicing needs to be submitted by December 31, 2025 for all services rendered.

EXHIBIT “D”**PAYMENT SCHEDULE**

A. Compensation to CONSULTANT Youth Alliance shall be contingent upon successful completion of the services outlined in EXHIBIT B, SCOPE OF SERVICES. A statement of all professional services outlined under this AGREEMENT shall be prepared by CONSULTANT Youth Alliance and submitted to the City of Gilroy on or before the 10th day of the month, following the billing month, following completion of each of the Services identified in EXHIBIT B. If the services have been completed to the satisfaction of the City of Gilroy, the CITY shall make payment to the CONSULTANT within forty-five (45) business days after receipt of the statement and approval thereof.

B. The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT shall not exceed \$300,744. CONSULTANT to successfully complete the project within the designated time period. Reimbursement will be based on work completed, per budget specifications.

C. Any hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY. All contract deliverables needed for payment are stated in Exhibit B and include the completion of a quarterly invoice, with relevant direct expenses back up, monthly narrative and statistical reporting to show measurement for successful targeted youth intervention, groups and pro-social activities in pre-designated areas.

Quarterly invoicing will include direct expenses for reimbursement, such as allowable overhead and supervision, direct expenses, i.e. cell phone and mileage reimbursement for positions, wages, and training. Any additional direct expenses will not be reimbursed by the CITY.

All supporting documentation must be submitted for Quarterly expenditures upon BSCC's and therefore, the City's request. All supporting documentation must be maintained by the grantee on site and be readily available for review during CITY and BSCC site visits.

Quarterly invoices and all back up documentation (RJ calendars, PAR report, staff timesheets, agency invoice, OUS workbook, and Narrative report/BSCC tracking and data collection documentation) will be submitted to the CITY by the 10th day of the next month, as follows or the Friday prior to if the 10th falls on a weekend:

Quarters	Invoice Deadline
December 1-31, 2023	January 10, 2023
January 1, 2024 to March 31, 2024	April 10, 2024
April 1, 2024 to June 30, 2024	July 10, 2024
July 1, 2024 to September 30, 2024	October 10, 2024
October 1, 2024 to December 31, 2024	January 10, 2025
January 1, 2025 to March 31, 2025	April 10, 2025

April 1, 2025 to June 30, 2025

July 10, 2025

July 1, 2025 to September 30, 2025

October 10, 2025

October 1, 2025 to December 31, 2025

January 15, 2026

Please allow up 45 business days between submittal of invoice and confirmed back up verification for the processing of payment. Back up includes but is not limited to any of the following: timecard for program coordinator, sign in sheets for services and programs sponsored by this agreement, fliers and brochures, pictures for program activities, meeting agendas and notes, and any other documentaiton related to the any of the diversion program activities. Invoices will be returned if necessary back up is not attached and timing of check processing will be paused.

D. BUDGET - Youth Alliance- South County Youth Task Force

Total Program Budget (December 1, 2023 through December 31, 2025) \$300,744:

-Personnel Costs Program Coordinator (Fulltime) \$ 187,733

-Payroll Taxes/Employee Benefits \$ 38,400

SUBTOTAL PERSONNEL COST: \$ 226,133

-Professional Fees – Mileage/Transportation-Training/Consultant, Rent,Communication

\$ 35,383

SUBTOTAL OPERATING EXPENSES: \$ 35,383

-Administrative Overhead \$ 39,228

SUBTOTAL INDIRECT COST: \$ 39,228

Account Code 2283000-51630

STANDARD AGREEMENT
STD 213 (Rev 03/2019)AGREEMENT NUMBER
BSCC 317-22PURCHASING AUTHORITY NUMBER (If Applicable)
BSCC-5227**1. This Agreement is entered into between the Contracting Agency and the Contractor named below:**

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

CITY OF GILROY**2. The term of this Agreement is:**

START DATE

January 1, 2023

THROUGH END DATE

March 31, 2026**3. The maximum amount of this Agreement is:****\$1,049,952.00****4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.**

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	5
Exhibit D	Special Terms and Conditions	5
Exhibit E	2019 Title II Award Federal Conditions	16
Exhibit F	2020 Title II Award Federal Conditions	16
Attachment 1*	2022 Title II Grant Program Request for Proposals	*
Attachment 2	2022 Title II Grant Program Application for Funding	43
Appendix A	2022 Title II Grant Executive Steering Committee	1
Appendix B	Criteria for Non-Governmental Organizations Receiving Title II Grant Program Funds	2

* This item is hereby incorporated by reference and can be viewed at: https://www.bscc.ca.gov/s_titleiigrant/

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

CITY OF GILROY

CONTRACTOR BUSINESS ADDRESS

7351 Rosanna Street

CITY

Gilroy

STATE

CA

ZIP

95020

PRINTED NAME OF PERSON SIGNING

JIMMY FORBIS

TITLE

City Administrator

CONTRACTOR AUTHORIZED SIGNATURE



 CC6450EF9B054DE...

DATE SIGNED

3/7/2023

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

RICARDO GOODRIDGE

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

EXHIBIT A: SCOPE OF WORK**1. GRANT AGREEMENT – TITLE II GRANT PROGRAM**

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and City of Gilroy (hereafter referred to as the Grantee).

2. PROJECT SUMMARY AND ADMINISTRATION

- A. The South County Restorative Justice Youth Diversion Program (RYJDP) provides an opportunity for South Santa Clara County youth who engage in alleged harmful conduct to come together with impacted community members and collectively address the incident in a circle, while supporting and respecting youth as valuable community members. Completion of the voluntary program diverts youth away from the Juvenile Justice System by striving to decrease historical and systematic inequities and barriers and provides local supports youth and families feel they need to heal and thrive.

Based on RJ framework, RJYDP operates through a trauma-informed lens and seeks to address root causes to harmful behaviors through program milestones. Youth voice alongside local community will create solutions needed to cultivate positive opportunities and pathways. A small pilot of RJYDP is in place. This grant will greatly expand the number of youth/families served, expand referring agency capacity and offer necessary trainings.

- B. Grantee agrees to administer the project in accordance with Attachment 1: Title II Grant Program Request for Proposals (incorporated by reference) and Attachment 2: 2022 Title II Grant Program Application for Funding, which are attached and hereto made part of this agreement.

3. PROJECT OFFICIALS

- A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.

- B. The Grantee's project officials shall be those identified as follows:

Authorized Officer with legal authority to sign:

Name: Jimmy Forbis

Title: City Administrator

Address: 7351 Rosanna Street, Gilroy, CA 95020

Phone: 408-846-0227

Email: Jimmy.Forbis@cityofgilroy.org

EXHIBIT A: SCOPE OF WORK

Designated Financial Officer authorized to receive warrants:

Name: Harjot Sangha
Title: Finance Director
Address: 7351 Rosanna Street, Gilroy, CA 95020
Phone: 408-846-0294
Email: Harjot.Sangha@cityofgilroy.org

Project Director authorized to administer the project:

Name: Jason Smith
Title: Police Captain
Address: 7301 Hanna St., Gilroy, CA 95020
Phone: 408-846-0312
Email: Jason.Smith@cityofgilroy.org

- C. Either party may change its project representatives upon written notice to the other party.
- D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in the Title II Grant Program Request for Proposals.

5. REPORTING REQUIREMENTS**A. Quarterly Progress Reports**

Grantee will submit quarterly progress reports in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

Progress Report Periods	Due no later than:
1. January 1, 2023 to March 31, 2023	April 15, 2023
2. April 1, 2023 to June 30, 2023	July 15, 2023
3. July 1, 202, to September 30, 2023	October 15, 2023
4. October 1, 2023 to December 31, 2023	January 15, 2024
5. January 1, 2024 to March 31, 2024	April 15, 2024
6. April 1, 2024 to June 30, 2024	July 15, 2024
7. July 1, 2024 to September 30, 2024	October 15, 2024
8. October 1, 2024 to December 31, 2024	January 15, 2025
9. January 1, 2025 to March 31, 2025	April 15, 2025
10. April 1, 2025 to June 30, 2025	July 15, 2025
11. July 1, 2025 to September 30, 2025	October 15, 2025
12. October 1, 2025 to December 31, 2025	January 15, 2026

Note: Project service activity period ends December 31, 2025. The period of January 1, 2026 to March 31, 2026 is for completion of Final Local Evaluation Report and the financial audit only.

EXHIBIT A: SCOPE OF WORK**B. Evaluation Documents: Local Evaluation Plan and Final Evaluation Report**

As described in the RFP, Grantee is required to submit to the BSCC: (1) a Local Evaluation Plan (three [3] months post-award) and, (2) a Local Evaluation Report (three [3] months after the conclusion of the grant).

1. Local Evaluation Plan
2. Final Local Evaluation Report

Due no later than:
March 31, 2023
March 31, 2026

C. Other: Grantees shall submit all other reports and data as required by the BSCC.

Financial Audit (if applicable)

Due no later than:
March 31, 2026

6. PROJECT RECORDS

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records, and required reports.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records, and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.
- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.
- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three (3) year period, whichever is later.

EXHIBIT A: SCOPE OF WORK**7. CONFLICT OF INTEREST**

- A. Existing law prohibits any grantee, subgrantee, partner, or like party who participated on the Title II Grant Program Executive Steering Committee (see Contract Appendix A) from receiving funds from the Title II Grant Program awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Title II Grant Program ESC membership roster and ensuring no grant dollars are passed through to any entity represented by the members of the Title II Grant Program ESC.
- B. In cases of an actual conflict of interest with an ESC member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

8. AUDIT

Grantee is required to complete an audit annually for each fiscal year/audit period, or fraction thereof, for the entire three-year grant cycle. Grantees may choose either a program-specific audit or a single federal audit. Federal guidelines allow grantees receiving \$750,000 or more in federal funds in a fiscal year to use their federal justice assistance grant funds to pay for the cost of the audit. Grantees falling below the \$750,000 threshold must use non-federal funds (i.e., match funds) to pay for audit costs. For purposes of this grant award, please check one of the boxes below to indicate the grantee's choice for meeting the audit requirement.

- ☒ In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the California State Controller's Accounting Standards and Procedures, Chapter 23, Grant Accounting Index, the identified grant will be included in the City/County Single Federal Audit Report, which will be submitted to the BSCC within 30 days of the Grantee's receipt of the report or within nine months following the end of the audit period, whichever is earlier.

OR

- ☐ In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the California State Controller's Accounting Standards and Procedures Chapter 23, Grant Accounting Index, the grantee will provide a Program-Specific Final Audit Report to the BSCC within 30 days of the Grantee's receipt of the report or within nine months following the end of the audit period, whichever is earlier.

OR

- ☐ In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the non-governmental entity grantee **does not expend \$750,000 or more** in total federal awards during the fiscal year and is therefore, exempt from Federal audit requirements for this grant contract period. However, the entity

EXHIBIT A: SCOPE OF WORK

understands that it must keep and maintain the grant records and make them available for review or audit by appropriate officials of the Federal agency, pass-through agency (i.e., the Board of State and Community Corrections) and Governmental Accountability Office.

9. DATA UNIVERSAL NUMBERS SYSTEM (DUNS)

The Contractor/grantee (entity entering into contract with the BSCC) must maintain active registration of their Data Universal Numbers System (DUNS) number, used for this Grant Agreement, throughout the term of the contract. An active DUNS number is also required to remain in compliance with the Federal Funding Accountability and Transparency Act (FFATA), a reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**1. INVOICING AND PAYMENTS (Grantee Selects Frequency After Award)**

- A. The Grantee shall be paid in quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

Quarterly Invoice Periods:

1. January 1, 2023 to March 31, 2023
2. April 1, 2023 to June 30, 2023
3. July 1, 2023 to September 30, 2023
4. October 1, 2023 to December 31, 2023
5. January 1, 2024 to March 31, 2024
6. April 1, 2024 to June 30, 2024
7. July 1, 2024 to September 30, 2024
8. October 1, 2024 to December 31, 2024
9. January 1, 2025 to March 31, 2025
10. April 1, 2025 to June 30, 2025
11. July 1, 2025 to September 30, 2025
12. October 1, 2025 to December 31, 2025

Due No Later Than:

- May 15, 2023
- August 15, 2023
- November 15, 2023
- February 15, 2024
- May 15, 2024
- August 15, 2024
- November 15, 2024
- February 15, 2025
- May 15, 2025
- August 15, 2025
- November 15, 2025
- February 15, 2026

Final Local Evaluation Report Period

13. January 1, 2026 to March 31, 2026

Due no later than

- May 15, 2026

**Note: Only expenditures associated with completion of the Final Local Evaluation Report may be included on this last invoice*

- B. All project expenditures (excluding costs associated with the completion of the Final Local Evaluation Report) and all obligated match contributions must be incurred by the end of the grant project period, December 31, 2025, and included on the invoice due February 15, 2026. Project expenditures incurred after December 31, 2025 will not be reimbursed.
- C. The Final Local Evaluation Report is due to BSCC by March 31, 2026. Expenditures incurred solely for the completion of the Final Local Evaluation Report will be reimbursed for the close-out period of January 1, 2026 through March 31, 2026 and must be submitted on the last invoice, due May 15, 2026. All fiscal supporting documentation for the Final Local Evaluation Report expenditures must be submitted to the BSCC with this final invoice
- D. The Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.
- E. Supporting documentation must be submitted for expenditures upon BSCC's request. All supporting documentation must be maintained by the grantee on site and be readily available for review during BSCC site visits.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**2. GRANT AMOUNT AND LIMITATION**

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

3. BUDGET CONTINGENCY CLAUSE

- A. Grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient federal appropriations as part of the federal budget process and made available through the authorization in the California Budget Act. It is mutually agreed that if Congress does not appropriate sufficient funds in subsequent years and/or the California Legislature does not provide sufficient appropriation authority during the term of years covered under this Grant Agreement, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. If Title II Grant Program funding is reduced or falls below estimates contained within the Title II Grant Program Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

- A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the July 2020 BSCC Grant Administration Guide, which can be found under Quick Links here: https://www.bscc.ca.gov/s_correctionsplanningandprograms/
The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

- B. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.
- C. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- D. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

5. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6. WITHHOLDING OF GRANT DISBURSEMENTS

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:
 - 1) submittal and approval of the final invoice;
 - 2) submittal and approval of the final progress report; and
 - 3) submittal and approval of any additional required reports.
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

7. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

8. PROJECT BUDGET

Program Budget (January 1, 2023 – March 31, 2026)		Total
1. Salaries and Benefits		\$0
2. Services and Supplies		\$60,000
3. Professional Services		\$0
4. Direct Service Provider Subcontracts (NGO & Government)		\$937,452
5. Equipment/Fixed Assets		\$0
6. Project Evaluation and Data Collection		\$52,500
7. Other (Travel, Training, etc.)		\$0
8. Indirect Costs		\$0
TOTAL		\$1,049,952

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

- 1. APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
- 2. AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
- 3. ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
- 4. AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
- 5. INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
- 6. DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
- 7. TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

- 8. INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
- 9. RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
- 10. NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require ascertaining compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

(<https://www.dgs.ca.gov/OLS/Resources>)

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be a paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

A. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16.CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17.UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18.PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19.SMALL BUSINESS PARTICIPATION AND DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION REPORTING REQUIREMENTS:

- A. If for this Contract the Contractor made a commitment to achieve small business participation, then the Contractor must, within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract), report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- B. If for this Contract the Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then the Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D: SPECIAL TERMS AND CONDITIONS**1. GRANTEE'S GENERAL RESPONSIBILITY**

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC is solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: Title II Grant Program Request for Proposals and Attachment 2: 2022 Title II Application for Funding.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

- A. Compliance with Laws and Regulations
This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.
- B. Compliance with Federal Laws and Regulations
The Grantee hereby assures and certifies compliance with all applicable federal statutes, regulations, policies, guidelines and requirements, including all Title II Federal Award Conditions. The 2020 Title II Federal Award Conditions are included in this Grant Agreement as Exhibit E. Please note that federal award conditions are subject to change in subsequent funding years and grantees will be required to comply with any future changes to remain eligible for federal funding.
- C. Fulfillment of Assurances and Declarations
Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Title II Grant Program Request for Proposals and Attachment 2: Title II Application for Funding, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.
- D. Permits and Licenses
Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the Title II Grant Program RFP and described in Appendix A: Juvenile Justice Delinquency and Prevention Act of Reauthorization 2018
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:
 - 1) Books and Records
Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.
 - 2) Access to Books and Records
Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

5. ACCOUNTING AND AUDIT REQUIREMENTS

- A. All funds received by the Grantee shall be deposited into separate fund accounts which identify the funds and clearly show the manner of their disposition. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail, which will permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.
- B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

6. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in the Application for Funding. Changes shall not be implemented by the project until authorized by the BSCC.

7. TERMINATION

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:
 - 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
 - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Title II Grant Program Request for Proposal and Attachment 2: 2022 Title II Application for Funding, or approved modifications;
 - 3) failure to provide the required local match share of the total project costs; and
 - 4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

8. SETTLEMENT OF DISPUTES

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.
- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.
- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

9. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

EXHIBIT E: 2019 TITLE II AWARD FEDERAL CONDITIONS**1. Requirements of the award; remedies for non-compliance or for materially false statements**

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP. The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

EXHIBIT E: 2019 TITLE II AWARD FEDERAL CONDITIONS

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and

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grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

EXHIBIT E: 2019 TITLE II AWARD FEDERAL CONDITIONS**8. Requirements related to System for Award Management and Universal Identifier Requirements**

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Employment eligibility verification for hiring under the award¹**1. The recipient (and any subrecipient at any tier) must—**

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both—

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

¹ Please note: this award condition is subject to a stipulated agreement between the State of California and DOJ in *California v. Barr*, No. 3:19-cv-6189-WHO, ECF No. 41 (N.D. Cal. June 3, 2020).

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D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

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E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email EVerify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements - - OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

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The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") – no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

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A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

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16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>

19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "highrisk" for purposes of the DOJ high-risk grantee list.

EXHIBIT E: 2019 TITLE II AWARD FEDERAL CONDITIONS**21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with

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respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>

27. Restrictions and certifications regarding non-disclosure agreements and related matters

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No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or

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otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding

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- agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
31. The recipient agrees that, consistent with applicable State law, staff directly associated with administration of the OJJDP Formula Grants Program will attend and participate in conferences, workshops, training sessions and other national or regional meetings deemed by OJJDP to be critical to the administration of this Program. OJJDP will determine which staff and the number of staff that should attend each meeting, consistent with the scope and subject matter of the meeting. Cost of attendance will be borne by the recipient as an administrative cost to the grant or paid from State Advisory Group set aside funds under Section 222(d), as appropriate.
 32. The recipient agrees to comply with all Formula Grants Program requirements as outlined in the Juvenile Justice and Delinquency Prevention Act of 2002, the applicable guidelines, the Certified Assurances; and the most recent OJJDP Formula Grants Consolidated Regulation (28 CFR Part 31), to the extent that those regulations are not in conflict with the above.
 33. Recipient agrees that, as required by federal law [31 U.S.C. 1301(a)], the funds allocated to support its State Advisory Group (SAG) pursuant to 42 U.S.C. 5632(d) must be expended in a manner consistent with the purposes set forth at 42 U.S.C. 5633(a)(3)(B), (C), and (D). If recipient's SAG chooses to use a portion of its limited formula grant set-aside for organizational membership fees, such costs are only allowable if those costs meet the requirements of OMB Circular A-87. Accordingly, organizational membership fees paid with federal formula grant funds are permissible expenditures only to the extent that such membership advances State or local (as opposed to national) interests. The use of federal funds for 1) cash or in-kind contributions, 2) donations, or 3) payment of membership fees in organizations substantially engaged in lobbying, is specifically prohibited by OMB Circular A-87, Attachment B.
 34. Pursuant to Section 223(a)(3)(A)(iii) of the Juvenile Justice and Delinquency Prevention Act of 1974, as amended (42 U.S.C. § 5601, et seq.), the chairperson of the State Advisory Group cannot be a full-time employee of the Federal, State, or local government. This prohibition applies also to an Acting Chair, or other person assuming the duties and responsibilities of the Chair, whether permanently or on a temporary basis.
 35. The recipient agrees to submit its Annual Performance Report for the prior federal fiscal year, no later than December 30 of each year, to the Office of Justice Programs, Grants Management System.
 36. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form (available for viewing at <https://www.gsa.gov/forms-library/federalfinancial-report>), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.

EXHIBIT E: 2019 TITLE II AWARD FEDERAL CONDITIONS**37. FFATA reporting: Subawards and executive compensation**

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

[Intentionally Omitted: award conditions 38 through 41, as originally set out in the award document, per [OJP Legal Notice 33](#).]

42. The award recipient agrees, as a condition of award approval, to comply with the requirements of 28 CFR Part 22, including the requirement to submit a properly executed Privacy Certificate that is in accordance with the requirements of 28 CFR Section 22.23 to OJJDP for approval. The award recipient will also monitor and appropriately manage any subrecipients and/or subcontracts to ensure compliance with 28 CFR Section 22.23.
43. The award recipient agrees, as a condition of award approval, to comply with the requirements of 28 CFR Part 46 and all other Department of Justice/ Office of Justice Programs policies and procedures regarding the protection of human research subjects, including informed consent procedures and obtainment of Institutional Review Board (IRB) approval, if appropriate. The award recipient will also monitor and appropriately manage any subrecipients and/or subcontracts to ensure compliance with 28 CFR Part 46.
44. The recipient may not obligate, expend, or draw down funds until the recipient has submitted a revised budget and budget narrative reflecting the total amount of this award, and a Grant Adjustment Notice has been issued to remove this special condition.
45. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required

EXHIBIT E: 2019 TITLE II AWARD FEDERAL CONDITIONS

to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

EXHIBIT F: 2020 TITLE II AWARD FEDERAL CONDITIONS**1. Requirements of the award; remedies for non-compliance or for materially false statements**

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

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The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is,

EXHIBIT F: 2020 TITLE II AWARD FEDERAL CONDITIONS

OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

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If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Employment eligibility verification for hiring under the award²

1. The recipient (and any subrecipient at any tier) must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

² Please note: this award condition is subject to a stipulated agreement between the State of California and DOJ in *California v. Barr*, No. 3:19-cv-6189-WHO, ECF No. 41 (N.D. Cal. June 3, 2020).

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B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both—

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative

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Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements - - OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm>

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(Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate,

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or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

EXHIBIT F: 2020 TITLE II AWARD FEDERAL CONDITIONS**15. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Post award Requirements" in the "DOJ Grants Financial Guide").

16. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

17. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

18. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

19. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "highrisk" for purposes of the DOJ high-risk grantee list.

EXHIBIT F: 2020 TITLE II AWARD FEDERAL CONDITIONS**20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

23. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

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Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

24. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

EXHIBIT F: 2020 TITLE II AWARD FEDERAL CONDITIONS**26. Restrictions and certifications regarding non-disclosure agreements and related matters**

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—**a. it represents that--**

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

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b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

27. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

28. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

29. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal

EXHIBIT F: 2020 TITLE II AWARD FEDERAL CONDITIONS

awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

30. The recipient agrees that, consistent with applicable State law, staff directly associated with administration of the OJJDP Formula Grants Program will attend and participate in conferences, workshops, training sessions and other national or regional meetings deemed by OJJDP to be critical to the administration of this Program. OJJDP will determine which staff and the number of staff that should attend each meeting, consistent with the scope and subject matter of the meeting. Cost of attendance will be borne by the recipient as an administrative cost to the grant or paid from State Advisory Group set aside funds under Section 222(d), as appropriate.
31. The recipient agrees that, as required by federal law (31 U.S.C. 1301(a)), the funds allocated to support its State Advisory Group (SAG) pursuant to 34 U.S.C. 11132(d) must be expended in a manner consistent with the purposes set forth at 34 U.S.C. 11133(a)(3)(B), (C), and (D). If the recipient's SAG chooses to use a portion of its limited formula grant set-aside for organizational membership fees, such costs are only allowable if those costs meet the requirements of 2 C.F.R. 200.454. The use of federal funds for 1) cash or in-kind contributions, 2) donations, or 3) payment of membership fees in organizations substantially engaged in lobbying, is specifically prohibited by 2 C.F.R. 434 and 454.
32. Pursuant to Section 223(a)(3)(A)(iii) of the Juvenile Justice and Delinquency Prevention Act of 1974, as amended (34 U.S.C. § 11101, et seq.), the chairperson of the State Advisory Group cannot be a full-time employee of the Federal, State, or local government. This prohibition applies also to an Acting Chair, or other person assuming the duties and responsibilities of the Chair, whether permanently or on a temporary basis.
33. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form (available for viewing at <https://www.gsa.gov/forms-library/federal-financial-report>), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.
34. FFATA reporting: Subawards and executive compensation
- The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal

EXHIBIT F: 2020 TITLE II AWARD FEDERAL CONDITIONS

Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

[Intentionally Omitted: award conditions 35 through 38, as originally set out in the award document, per [OJP Notice 42.](#)]

39. The award recipient agrees, as a condition of award approval, to comply with the requirements of 28 CFR Part 22, including the requirement to submit a properly executed Privacy Certificate that is in compliance with 28 CFR § 22.23 to OJJDP for approval.
40. The award recipient agrees to comply with the requirements of 28 CFR Part 46 and all other Department of Justice/ Office of Justice Programs policies and procedures regarding the protection of human research subjects, including informed consent procedures and obtainment of Institutional Review Board (IRB) approval, if appropriate.
41. The grantee agrees that not later than 60 days after the date on which the award is made (or, if applicable, 60 days after OJJDP releases a grant condition requiring a revised state plan), the grantee shall make the state plan or amended plan required under 34 U.S.C. § 11133(a), and submitted as part of the application for this award, publicly available, by posting it on the state's publicly available website.
42. The recipient may not obligate, expend, or draw down funds until the recipient has submitted a revised budget and budget narrative reflecting the total amount of this award, and a Grant Adjustment Notice has been issued to remove this special condition.
43. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for

EXHIBIT F: 2020 TITLE II AWARD FEDERAL CONDITIONS

Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

Title II Grant Program

PROPOSAL PACKAGE COVER SHEET

Submitted by:

CITY OF GILROY

Date submitted:

AUGUST 12, 2022

Title II Grant Program Proposal Checklist

A complete Title II Grant Program proposal package must contain the following (to be submitted in the order listed):

	Required Items:	✓
1	Cover Sheet (Previous Page)	✓
2	Title II Grant Program Proposal Checklist Originally signed in blue ink by the authorized signatory or E-signature (no stamped signatures)	✓
3	Applicant Information Form Originally signed in blue ink by the authorized signatory or E-signature (no stamped signatures)	✓
4	Proposal Abstract 1 page	✓
5	Proposal Narrative 15 numbered pages in length or fewer	✓
6	2022 Title II RFP Budget Attachment Use the provided Excel attachment provided. Do not alter the Budget Attachment.	✓
7	Project Work Plan Use attachment provided. Do not alter the Project Work Plan	✓
	Required Attachment for All Applicants:	
8	Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Appendix L) Originally signed in blue ink by the authorized signatory or E-signature (no stamped signatures)	✓
9	Letters of commitment from partnering organizations.	✓
	Required Attachment for All Non-Governmental Organization Applicants:	
10	Criteria for Non-Governmental Organizations Receiving Title II Grant Program Funds (Appendix C) Originally signed in blue ink by the authorized signatory or E-signature (no stamped signatures)	N/A
	Optional with Proposal Package; Required prior to Grant Award Agreement	
11	Governing Board or Tribal Council Resolution (Appendix J) Note: The Governing Board Resolution is due prior to Grant Award Agreement, not required at time of proposal submission.	N/A

I have reviewed this checklist and verified that all required items are included in this proposal packet. *Originally signed in blue ink by the authorized signatory or E-signature (no stamped signatures)*

X


Applicant Authorized Signature (see Applicant Information Form, Part K, next page)

"Attachments other than those listed above will be removed from the proposal and not considered during the proposal evaluation process."

Title II Grant Program Applicant Information Form

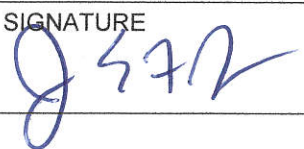
A. APPLICANT:		B. TAX IDENTIFICATION NUMBER*:	
NAME OF APPLICANT The City of Gilroy		Tax Identification # 94-6000340	
		*Not applicable for Indian Tribes	
STREET ADDRESS 7351 Rosanna Street	CITY Gilroy	STATE CA	ZIP CODE 95020
MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE
C. LOCATION OF SERVICES:			
South Santa Clara County: Gilroy, San Martin, Morgan Hill California			
D. PROJECT TITLE:	South County Restorative Justice Youth Diversion Program		
E. PROJECT SUMMARY (100-150 words):	F. GRANT FUNDS REQUESTED (January 1 – December 31, 2023):	\$349,984	
The South County Restorative Justice Youth Diversion Program (RJYDP) provides an opportunity for South Santa Clara County youth who engage in alleged harmful conduct to come together with impacted community members and collectively address the incident as a circle, while supporting and respecting youth as valuable community members. Completion of the voluntary program diverts youth away from the Juvenile Justice System by striving to decrease historical and systematic inequities and barriers and provides local supports youth and families feel they need to heal and thrive. Based on RJ framework, RJYDP operates through a trauma-informed lens and seeks to address root causes of harmful behaviors through program milestones. Youth voice alongside local community will create solutions needed to cultivate positive opportunities and pathways. A small pilot of the RJYDP is in place. This grant will greatly expand the number of youth/families served, expand referring agency capacity and offer necessary trainings.			

PROGRAM PURPOSE AREA (Check all that apply – Applicants MUST select at least one)	
☐ Aftercare / Reentry ☐ Alternatives to Diversion ☐ Community-Based Programs and Services	☒ Diversion ☐ Job Programs ☐ Mentoring, Counseling, and Training Programs

G. PROJECT DIRECTOR:		
NAME Jason Smith	TITLE Police Captain	TELEPHONE NUMBER 408-846-0312
STREET ADDRESS 7301 Rosanna Street		CITY Gilroy
STATE CA	ZIP CODE 95020	EMAIL ADDRESS Jason.Smith@cityofgilroy.org
H. FINANCIAL OFFICER:		
NAME Harjot Sangha	TITLE Finance Director	TELEPHONE NUMBER 408-846-0294

STREET ADDRESS 7351 Rosanna St.		CITY Gilroy	
STATE California	ZIP CODE 95020	EMAIL ADDRESS Harjot.Sangha@cityofgilroy.org	
PAYMENT MAILING ADDRESS (if different)		CITY	STATE ZIP CODE
I. DAY-TO-DAY PROGRAM CONTACT:			
NAME Sandra Cruz	TITLE SCYTF Coordinator/Project Coordinator	TELEPHONE NUMBER 408-846-0362	
STREET ADDRESS 7351 Rosanna St.		CITY Gilroy	
STATE CA	ZIP CODE 95020	EMAIL ADDRESS Sandra.cruz@cityofgilroy.org	

J. DAY-TO-DAY FISCAL CONTACT:			
NAME Harjot Sangha	TITLE Finance Director	TELEPHONE NUMBER 408-846-0294	
STREET ADDRESS 7351 Rosanna St.		CITY	
STATE California	ZIP CODE 95020	EMAIL ADDRESS Harjot.Sangha@cityofgilroy.org	

K. AUTHORIZED SIGNATURE*:			
By signing this application, I hereby certify I am vested by the Applicant with the authority to enter into contract with the BSCC, and the grantee and any subcontractors will abide by the laws, policies, and procedures governing this funding. In addition, I certify that the applicant entity meets the eligibility criteria set forth in the Grant Program Description section, which defines "eligible applicants."			
NAME OF AUTHORIZED OFFICER Jimmy Forbis	TITLE City Administrator	TELEPHONE NUMBER 408-846-0250	
STREET ADDRESS 7351 Rosanna	CITY Gilroy	STATE CA	ZIP CODE 95020
EMAIL ADDRESS Jimmy.Forbis@cityofgilroy.org			
SIGNATURE 		DATE 08/12/2022	

CONFIDENTIALITY NOTICE:

All documents submitted as a part of the Title II Grant Program proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, § 6250 et seq.)

Proposal Abstract

The South County Restorative Justice Youth Diversion Program (Diversion Program) provides an opportunity for youth in South Santa Clara County who engaged in conduct that harms others and themselves to come together with those who have been impacted by the behavior, including victims and community members, to collectively address the harm that occurred at a community level. Completion of the voluntary program does not involve the youth further in the Juvenile Justice System.

The Diversion Program is rooted in restorative justice principals and community involvement. Youth participate in a process, including a Restorative Justice Circle, where they learn about the impact their behavior has had on others while having a voice regarding accountability. The goal is the Restorative Justice Circle repairs the harm that occurred, rebuilds the relationships of those involved, and strengthens the youth, families, and community. The Diversion Program in this proposal will accomplish the following goals:

- For youths who commit lower-level offenses, increase the availability of diversion away from the juvenile justice system and into a restorative justice-based diversion program.
- Increase local supports for youth / families / victims that have been impacted by the alleged harm.
- Enhance and increase the understanding and use of the restorative justice model, use of restorative practices, and trauma-informed care throughout South County community, schools, all South County Youth Task Force CBOs, and public safety agencies.

The processes and practices in the Diversion Program are grounded in trauma-informed and restorative justice principals and supported by trained residents, community, and government partners. Moreover, the Diversion Program seeks to address the root causes of harmful youth behavior while also being tailored to youths' specific needs. Diversion Program youth, families, and victims receive the support and services they need to thrive in their community.

Recognizing that juvenile citations and arrests disproportionately affect youth of color, the Diversion Program strives to eliminate historical and systematic inequities through a path that is an alternative to involvement in the Juvenile Justice System.

Proposal Narrative

1. Project Need (Percent of Total Value: 25%)

(Section 1.1) South Santa Clara County or “South County” has higher rates of arrests for delinquent behavior when compared to other Santa Clara County (SCC) regions. The unique challenges faced by south county youth are felt even more so by Black and Latino youth who reside in SCC who are consistently disproportionately arrested and cited and therefore involved in our juvenile justice and child welfare systems. Consisting of two small to mid-sized cities, including the cities of Gilroy and Morgan Hill and the unincorporated town of San Martin, the South County region consists of a population of more than 106,514. South County is racially and linguistically diverse with one quarter of its Gilroy residents born outside the United States (primarily Mexico) and 46 percent speaking a language other than English in the home. One in five Morgan Hill residents are foreign born (United States Census Bureau, 2016, 2020). South County has a greater Latino/Hispanic presence combined in Gilroy 61.1 percent and Morgan Hill 33.7 percent when compared with the California average of 38.8 percent (Data USA, 2017). In addition, South County in comparison to other Santa Clara County jurisdictions, ranks third in the number of children entering Foster Care (9.3%) and has the highest general neglect (GN) referral rates, allegations of child abuse and/or neglect (7.9%), substantiated allegations (10.3%), and voluntary cases opened due to allegation of GN (9.4%) (Children Welfare Data, 2017). These issues are compounded by the economic challenges facing South County families who often work multiple jobs to meet the exacerbated ongoing cost of housing, food, and transportation.

According to the California School Dashboard, Gilroy Unified School District (GUSD) enrollment for 2019, reflected 11,118 students. GUSD data indicates 11.7 percent of students were chronically absent, 5 percent of students were suspended (at least once), and 57.5% of the students were socioeconomically disadvantaged. Additionally, Morgan Hill Unified School District (MHUSD) had an enrollment of 8,294 students in 2019. MHUSD data indicates 12.1% were chronically absent, 4.8% were suspended (at least once), and 39.3% were socioeconomically disadvantaged.

Many Santa Clara County local law enforcement agencies (LEAs), along with various county departments including the District Attorney's Office (DA), the Probation Department (PD), the Department of Family and Children Services (DFCS), and the Public Defender's Office (PDO), have made efforts to eliminate the geographic, racial, ethnic and gender disparities in our juvenile justice and child welfare system. The goals and objectives outlined in this proposal further the commitment to these efforts. Additionally, the diversion strategies defined in this proposal not only align and support the broader system-wide approach and strategies adopted by our local LEAs and county departments, but also aim to scale, continuously improve, and demonstrate to other jurisdictions the positive impact of including a diversion strategy as a key pillar of juvenile justice reform.

The SCC Probation Department monitors and publishes juvenile arrest information categorized by ZIP codes and demographic characteristics such as race, ethnicity, and gender of all juveniles cited, arrested and detained. Gilroy and Morgan Hill from 2015 to 2020 (2021 to present data is not published) have consistently ranked among the top ten ZIP codes with the highest rates of juvenile arrests. "In 2020, the highest number of arrests and citations in a single Santa Clara County ZIP code were of youth who lived in Gilroy ZIP code 95020."¹ Gilroy remained the top ZIP code when compared to 2019 and ranked in the top four in 2018, 2017, and 2016. In 2020, Gilroy had the highest arrests for female youth in Santa Clara County and had the highest arrests of female youth of color. Most notably, the South County region has the second highest disproportionate rate of Latino youth arrests in SCC. In 2019, South County youth (Gilroy, Morgan Hill, and San Martin combined) represent 14% of all youth arrested and/or cited in Santa Clara County. In 2020, the largest category of offense classifications in South County were misdemeanors,² which are generally considered as lower-level offenses. With the majority of youth offenses classified as misdemeanors, additional capacity and resources funded through this proposal would position this Diversion Program to significantly increase the number of youth eligible to participate.

(Section 1.2) Santa Clara County's youth of color would mostly benefit from a diversion program. Santa Clara County Latino and black youth are disproportionately affected by Juvenile Justice System involvement. "While Latino youth represent 35% of

the overall youth population in Santa Clara County, they represent 68 percent of youth arrested/cited. Black youth represent three percent of the overall youth population, but seven percent of youth arrested/cited.”³ On the other hand, white youth compose 25% of the population, but only 14% of arrests citations.⁴ Asian or Pacific Islander youth account for 37 percent of the population but only 4% of arrest citations.⁵

(Section 1.3) Service gaps contribute to South County’s need for a diversion program. South County lacks accessible and affordable or no-cost pro-social activities. Compared to other, more populous regions to the north (San Jose, Milpitas, Palo Alto), South County is estimated to have less than half of the resources needed to meet the existing needs of youth and families regarding mental health resources and community-based services providers. South County is also geographically isolated and separated from the urban center of San Jose, which has more supports and services, but up to twenty miles away to the north, making accessibility and cost significant barriers for families to successfully engage in programming. South County’s distance from San Jose is compounded by the limited public transportation options available.

(Section 1.4) The target population for a regional, South County diversion program is every eligible youth, ages 12 to 17 that is cited in South County by a local law enforcement agency. Youth that have been cited are considered at-risk or high-risk of further involvement in the juvenile justice system. Notably, youth that have been cited are disproportionality youth of color, including in Santa Clara County.

(Section 1.6) Through a collective process, the South County Youth Task Force (SCYTF), a cross-system collaboration of over twenty different CBO and governmental agencies, collected input, ideas, and data to shape what is now considered the only restorative justice-based diversion program in Santa Clara County. Our vision is to not only increase our capacity to deliver an improved and enhanced diversion program, but to continuously improve the capacity and reach of our local behavioral health, law enforcement, school administrators and educators to embrace and actively engage in the South County Restorative Justice Youth Diversion Program (Diversion Program). We understand how to successfully implement a diversion program: we already have the buy-in and leadership from all our local experts and providers. SCYTF, coordinated by the City of Gilroy, will be the convener for these various leaders and subject matter

experts. As the only multi-agency collaboration of local governments, school districts, community and faith-based organizations, and law enforcement agencies operating in South County with a focus on youth, our team consists of individuals (from front line to elected officials) who are committed to serving, supporting, and uplifting our youth so that they have the opportunity to thrive. The South County Diversion Program is a key component of the SCYTF Strategic Plan and therefore is a top priority for both SCYTF's Policy and Technical Team members.

During the development of the 2017 and 2023 SCYTF Strategic Plans, various cross-sector partners, including CBOs, LEAs, school district staff, parents and youth, all participated in listening circles in which a broad range of needs were expressed, including the following: more pro-social activities that positively affect youth, more local community-based services for youth and parents, and concerns over crime rates, among others. The idea of a diversion program that would serve youth cited and/or arrested in South County was overwhelmingly well-received by community and system partners, in addition to having these programs accessible to youth prior to citations. As a result, the Diversion Program emerged, carefully designed with input from youth, parents, CBOs, law enforcement, and other system partners. Development of the program occurred throughout 2021 with community information nights and community presentations held in Gilroy and Morgan Hill.

2. Project Description (Percent of Total Value: 30%)

(Sections 2.1 – 2.2) The South County Restorative Justice Youth Diversion Program (Diversion Program) pursues three goals. **Goal One is for youth who commit lower-level offense(s), there will be an increase in participation in the diversion program, thereby diverting these youth away from the juvenile justice system and into a restorative justice-based diversion program.** The following objectives will help the Diversion Program meet the goals: Objective A. By the end of the 3-year program, 80% of eligible youth cited in South Santa Clara County will have been referred to the Diversion Program. Objective B. By the end of the 3-year program, 90% of youth who volunteer to participate in the Diversion Program will have successfully completed the Diversion Program and their citation will be sealed.

Objective C. By the end of the 3-year program, 100% of youth who completed the program, will have participated in a restorative justice circle and celebratory closing case conference. Objective D. By the end of the 3-year program, a minimum of 150 at-risk youth and/or parents/ guardians will participate in CBO evidence-based programming and evidence-promising tools and strategies. Goal One falls squarely within the Diversion Program Purpose Area, and its objectives because it is the same goal. This Diversion Program requires the use of an evidence-based assessment tool during the intake interview. That tool was created by Dept. of Family Children Services and our leading clinical therapists and counselors, based on SAMHSA's evidence-based tools, utilizing a trauma-informed lens. Grounding the Diversion Program in restorative justice, the process helps the youth to understand how their actions impacted others and to account for those actions

Goal Two is to increase local supports for youth, families, and victims that have been impacted by the alleged harm that led to the citation. The following objectives will help the Diversion Program meet the goal: Objective A. By the end of the Diversion Program, youth and families will have access to new services, supports, and referral sources within their community. Objective B. By the end of their participation in the Diversion Program, youth and families will have built a stronger sense of community and fostered trust between youth, family, schools, larger community, CBOs and Public Service partners. Objective C. By the end of their successful participation in the Diversion program, youth and their families will have learned how to better manage stress, develop empathy, and address conflict plan for future. Goal Two again falls within the Diversion Program Purpose Area. Through an evidence-based intake assessment and a restorative justice circle, underlying challenging behaviors and needs emerge. The next step to address those identified behaviors and needs is to link the youth and family with a support that can make a positive impact and address the underlying issue and root cause. A variety of evidence-based programs and promising practices that have proven to be effective for positive changed behaviors, most being culturally-competent and gender responsive will be offered, such as, Cognitive Behavioral therapy (CBT), Life Skills Programs- Why Try, El Joven Noble Rites of Passage, Parent Project, Brief Intervention for Substance Abuse, Street Outreach and

invention, Victim Aid & Emotional Response, Community Services Learning, and Mental Health Counseling. Similarly, victims that reveal issues and needs in a restorative justice circle will also be provided supports and services to address the trauma they experienced from the youth's behavior.

Goal Three is to enhance and increase the understanding and use of the restorative justice model, use of restorative practices, and trauma-informed care throughout South County community, schools, all South County Youth Task Force CBOs, and public safety agencies. The following objectives will help the Diversion Program meet the goal: Objective A. On annual basis, increase knowledge of RJ and practices across youth serving organizations in South County. South County residents, schools, CBOs and public safety agencies who will be invited to relevant trainings and workshops, to include: Restorative Justice; Trauma Informed Care for Systems; Mental Health First Aid; Sexual Orientation, Gender Identity and Expression (SOGIE) trainings; Forward Change's School to Prison Pipeline and Life Course framework workshops; Racial Equity workshop and presentations. Objective B. By the end of the three years, build a network of restorative justice diversion and trauma informed care practitioners who actively participate in Restorative Practices and Restorative Justice programs and services. Objective C. During the three years, hold a South County restorative justice conference and invite local and regional practitioners to create opportunity for community members and partners to increase their understanding of RJ and RJ practices. Goal Three also falls within the Diversion Program Purpose Area. Goal Three focuses on expanding community awareness of restorative justice, restorative practices, and trauma-informed care. Notably restorative practices are based on the concepts of restorative justice and can be implemented outside of the criminal justice system. Restorative practices in schools and community can lead to an alternative way of addressing a harmful behavior.

(Section 2.3) The South County Diversion Program's services and interventions will occur as follows: First, after a youth has engaged in an alleged delinquent act, the youth will receive a police citation. Second, after the investigation is complete, a designated and trained officer in the law enforcement agency (LEA) will review the citation and assess whether the youth is eligible for the program. (See Section 2.5 for

eligibility criteria.) We expect youth of color that are disproportionately affected by juvenile citations will be positively impacted since all juvenile citations will be eligible for consideration unless the youth opts not to participate. Third, once the LEA determines the youth is eligible, the youth is referred to the South County Restorative Justice Youth Diversion Program. Within 2 days of receiving the referral, the Diversion Program Coordinator (DPC) delivers the referral to a Diversion Program Youth Support Specialist (YSS), a role fulfilled by multiple CBO partners. Within 2 days of receiving the referral, the YSS attempts to conduct an engagement phone call with the youth's parent/guardian to explain the Diversion Program and invite the youth to participate in the voluntary program. If the youth wants to participate, an intake interview is scheduled to occur within 14 days of the engagement phone call. The YSS conducts the intake interview utilizing an assessment tool that was created using evidence-based practices and a trauma-informed lens. The youth is given a date to appear at a restorative justice circle within a month. However, prior to the circle, the DPC or a Circle Keeper (CK) trained in RJ meets with the youth to prepare for the anticipated circle. Fourth, the restorative justice circle will occur within a month of the intake interview. The circle will include one to two CK, the youth, parent/guardian, victim (if wanting to participate), and may include a school representative, community member(s) trained in restorative practices, among others. During the Circle, the CK leads a youth and those affected by the harm through restorative questions that seek to help the youth understand you has been affected by the harm and what needs to be done to make things right. (International Institute of Restorative Practices.) The CK will ensure fidelity in the carrying RJ circle and utilizing the framework as intended. The youth and circle participants create a Restorative Agreement with conditions the youth needs to complete in order to correct the wrong that occurred. Fifth, the youth engages in a Community Building phase where the youth fulfills the agreement terms. Before the Circle and during this Community Building phase the youth receives referrals to supports and services from CBOs or partnering programs. And finally, sixth, the youth will complete the Restorative Agreement within 90 days of the Restorative Justice Circle. After completion, the youth's citation is sealed and the offense giving rise to the police record shall be deemed to not have occurred, and a youth "can respond

accordingly to any inquiry, application, or process in which disclosure of this information is requested or sought.” (Cal. Welf. & Inst. Code Sec. 827.95.) Youth will be given the support needed to complete the Diversion Program, but if a youth does not, the circumstances will be assessed to determine next steps. The sealing of a juvenile citation provides a significant benefit to youth, especially youth of color you are disproportionately affected by juvenile citations/arrests.

(Section 2.4) The SCYTF has a long-standing history of providing culturally competent, respectful, and responsive services to the South County community. Modeled after the successful OJJDP Comprehensive Gang Model and San Jose Mayor’s Gang Prevention Task Force, SCYTF is a regionally focused effort that prioritizes excellence in serving the communities diverse needs through the Technical Team, our Coordinating Council, and changing systems and policies through the Policy Team, our Advisory Council. The Diversion Program utilizes the National Institute of Corrections’ (NIC) Principles of Effective Interventions for identifying evidence-based policy and practices. We not only focus on delivering evidence-based and informed interventions/ curricula, but also on cross-system collaboration to achieve lasting change that will help our internal agencies develop organizational change. Our funded programs include the four principles of cognitive intervention (thinking affects behavior; antisocial- irrational thinking causes anti-social unproductive behavior, thinking can be influenced; we can change how we feel/ behave by changing what we think). Our Diversion Program model incorporates the best evidence-based practices and programs offered to curriculum and framework fidelity as monitored by Third Party evaluators:

Evidence-Based Programs: Life Skills Programs- Why Try, El Joven Noble Rites of Passage, Parent Project, Brief Intervention for Substance Abuse, Street Outreach and invention, Victim Aid & Emotional Response, Community Services Learning, Mental Health Counseling, Job Corps/vocational training.

Evidence-Based Frameworks, Practices and Strategies: Restorative Justice (for Healing), Case Management (Life Coaching), Community Policing/ Community Relations, Whole, Positive Behavioral Intervention & Supports (PBIS), Parks After Dark Model.

Evidence-Based Practices and Strategies: Restorative Justice Practices, Outdoor Recreation, Referral and Linkage, Social and Emotional Learning.

Using the SCYTF's multi-agency membership framework, grant funds will be awarded to CBOs that have memorandum of understandings (MOUs) with SCYTF, meet the SCYTF "common core training" requirements, and employ culturally relevant, evidence-based and/or promising practices that fall within the goals of this project.

(Section 2.5) Each year, the Diversion Program seeks to serve at least 50 youth per year. In 2020, South County had 309 juvenile arrests. Misdemeanors comprised at least 50 percent of the citations in each of South County's LEA jurisdictions. Although misdemeanors likely will be the majority of diverted cases, lower-level felonies may also be considered.

This restorative justice Diversion Program has the following eligibility criteria. First, the youth must be 12 to 17 years old at the time of the alleged offense. Second, the alleged offense is a lower-level offense and not a listed disqualified offense. Additionally, to be eligible, the youth has no know or no known significant delinquency history. And the youth has not previously participated in the Diversion Program. The Diversion Program seeks to serve all eligible youth, but the Diversion Program does require the trained LEA Diversion Program Officer to look at the totality of the circumstances for each case and consider, for example, interests of public safety. Once an eligible youth is accepted into the Diversion Program, and agrees to participate, the youth will then participate in an Intake Interview where their background will be assessed. The Intake Interview Form was created by Diversion Program CBO partners using best practices and evidence-based questions. The questions help to understand the needs, supports, and services a youth and family requires. The YSS, a CBO partner, and the Diversion Program Coordinator, then use the Intake Interview Form and notes to identify what programs would address underlying needs.

3. Project Organizational Capacity and Coordination (Percent of Total Value: 20%)

(Section 3.1) South County Youth Task Force (SCYTF), made of city, county, community-based and faith-based agencies, and youth and adult community leaders are already working together to carry out and expand the South County Diversion

Program. The Diversion Program is currently operating, accepting youth referrals, holding circles, providing linkages to supports and services, and supporting youth to graduate. This proposal will not only fund identified service area gaps but will also expand the number of youth and families who participate. Our vision is to adequately resource additional programs, supports, and services as part of the Diversion Program menu and to create a regional network of restorative justice practitioners to sustain services beyond the timeframe of this grant. The Diversion Program Committee, a workgroup of the SCYTF, will meet monthly and include all Diversion Program partners who are committed to the ongoing improvement and development of the Diversion Program. We will use this workgroup to carry out program expansion, serving as the backbone workgroup comprised of subject matter experts on evidenced based programs and services related to juvenile diversion and restorative justice practices.

(Section 3.2) The City of Gilroy plays a pivotal role in the success of SCYTF acting as its fiscal agent for over ten years. Within the SCYTF, the Technical Team meets monthly and serves as a regional forum for CBOs, governmental agencies, private stakeholders, and schools to participate and identify solutions to critical needs in our South County community. The Diversion Program Sub-Committee was formed to further develop the Diversion Program menu of services.

Project Partners; Expertise/Capability; Roles & Responsibilities:

The City of Gilroy's Recreation and Community Services are committed to engaging at-risk and high-risk youth and their families in social, recreational, and educational programs that support and enhance their quality of life. The City of Gilroy is the Lead Agency providing grant administration, outcome data, fiscal oversight, and project administration.

South County Youth Task Force (SCYTF) is a cross-sector, multi-agency partnership based out of the City of Gilroy and the Santa Clara County District Attorney's Office that is implementing a community-oriented approach to create culturally responsive prevention and intervention practices for youth and families in South County. The City of Gilroy dedicated a full-time SCYTF Coordinator for this work. The DA's Office also has dedicated two full-time staff for this work, the SCYTF Program Manager and a Community Prosecutor for South County. SCYTF's dedicated staff

support the diversion workgroup meetings, provide project infrastructure for Technical Team and Policy Team, integrate the project's vision, and carefully designed goals through community voice within the SCYTF strategic plan that aligns this project, voiced as a community need, with existing SCYTF initiatives.

The CBOs currently working with the Diversion Program are: Community Solutions (CS), Living Above the Influence (LATI), New Hope for Youth (NH4Y), Rebekah Children's Services, Carry the Vision, Empowering Our Community (EOCs), The Connection Practice, and County of Santa Clara's Social Services Agency's Department of Family and Children Services' Prevention Bureau and Differential Response Programs. These agencies have extensive experience working with youth/families that are at risk or high-risk of juvenile justice system involvement. CBO partners who provide direct services to youth and families are called Youth Support Services (YSS) staff. They actively participate in SCYTF Technical Team meetings and diversion workgroup meetings. The YSS conducts outreach and engagement phone calls, conduct intake interviews, assess youth and family for supports/services, and briefs Diversion Program Coordinator (DPC) and Circle Keeper if needed on important matters related to the youth and his/her family, prior to a youth's restorative justice circle. This team also refers and connects the youth / youth's family to other need community-based supports/services.

Diversion Program Coordinator (DPC), fulfilled by CBO Carry the Vision, coordinates program logistics and oversees program fidelity. It oversees the referral process, progress of the youth, and assists youth in preparation for Restorative Justice Circle. DPC also coordinates RJ Circles for the youth and their families. DPC facilitates communication with other Diversion Program Team Members, tracks, collects, and analyzes data, and coordinates trainings. This coordinator also participates in the SCYTF Technical Team and the Diversion Workgroup meetings.

RJ Circle Keeper(s) are trained in restorative justice. They oversee the Restorative Justice (RJ) Circles and holds a safe space, attends SCYTF Technical Team meetings, diversion workgroup, meets with youth, and if appropriate, the victim, separately, to prepare for RJ Circle, and assists in determining who should be a part of

the RJ Circle. The Circle Keeper also facilitates creation of a Restorative Agreement (RA) during a RJ Circle for youth going through the Diversion Program.

Law Enforcement Agencies (Morgan Hill Police Department/Gilroy Police Department/Santa Clara County Sheriff's Office) review juvenile citations and screen them for eligibility into the Diversion Program. They attend SCYTF Technical Team meetings, Diversion Workgroup meetings, refer eligible youth to the Diversion Program, follow-up with victims, and on restitution as needed. They work to ensure sealing procedures are followed to ensure a graduated youth's citation is sealed.

Morgan Hill Unified School District and Gilroy Unified School District have a pivotal role in the collaboration of services, school community climate issues, and partnership with reinforcing safety in the community. They are part of the Diversion Program Committee and Implementation Team and also attend SCYTF Technical Team meetings and SCYTF Multi-Disciplinary Team meetings.

County of Santa Clara Office of the District Attorney. The DA's Community Prosecution Unit works with the community and government partners to reduce juvenile crime in traditionally underserved communities to improve the quality of life for all residents. The DA's office provided financial support and program guidance to develop of the current South County Diversion Program.

County of Santa Clara Probation Department Juvenile Probation works with youth and families, providing programs that focus on restoration, youth, and community empowerment. County of Santa Clara Probation Department attends SCYTF Technical Team Attends and Diversion Workgroup meetings.

(Section 3.3) Our partnering CBO agencies, collectively, have over 140 years of experience working with disadvantaged, marginalized, and low-social economic youth and families of color in South County. They utilize evidence-based programs, practices, frameworks and strategies, which will be required of future CBO Partners. (See Section 2.4.) Some CBO partners have a long track record of working with families involved with the juvenile and criminal justice system through prevention and intervention programs. Community Solutions specifically has prior participation in a diversion-type program and has shared that experience in this regional program's development.

(Section 3.4) On a monthly basis, the SCYTF convenes and engages with Technical Team members, various workgroups and community neighborhood groups to discuss South County juvenile arrest rates, social climate and trends, as well as exchange ideas and offer workshops to residents in English and Spanish. The design of this diversion program in part derived from Spanish-speaking community members in East Gilroy who were seeking effective solutions to the unique problems their youth face. They specifically asked that CBO and law enforcement agencies work together to help our youth before entering the juvenile justice system. They voiced that all “the good programs” were for youth already on formal probation, leaving prevention services unavailable or inaccessible. When youth were asked for their feedback, they shared needs to improve the amount and quality of services for youth who are at risk of becoming involved in the juvenile justice system.

4. Project Evaluation and Monitoring (Percent of Total Value: 10%)

(Section 4.1) In collaboration with the SCYTF Executive Team, and the lead agency of this proposal, the City of Gilroy, a third-party evaluator with expertise in juvenile justice diversion and restorative justice will be selected to evaluate the project’s diversion program. The evaluator will determine the efficacy of the proposed cultural shift practices, develop performance measurements and outcome evaluation / assessments, and provide a plan for sustaining evaluation of the program throughout and beyond the term of this grant. Gilroy has identified two qualified evaluators who are available to contract for evaluation services. Therefore, it is expected an agreement will be place within 30 days of grant approval. The evaluator will begin by developing a theory of change/logic model that will align the workplan and proposed outcomes at a strategic level. The theory of change/logic model document will illustrate program implementation and provide a clear and concise roadmap for all project partners regarding the expected outcomes of the program. Data collection will be conducted quarterly and semi-annually. Metrics such as the total clients served, length of service, type of service, cost by units of service, time cycles, participant satisfaction, value outcomes, and community and individual indicators are among the data to be collected and used to determine program efficacy. Trainings for all project partners will

periodically be provided to ensure a broad understanding of the various evaluation components, including the various data collection tools such as reports, workbooks, and surveys. Surveys will be developed by the third-party evaluator, administered by partnering CBOs, and will include areas such as child development, risk avoidance, protective factors, resiliency asset assessments, parent satisfaction, and pre/post surveys for all client participants. Data dashboards will be provided to all partner CBO to be due at the end of each quarter so that evaluator can analyze in real time and provide timely feedback. Quality control measures and analysis of real-time data will ensure interventions are working as expected, resulting in immediate feedback to be discussed at biweekly team meetings with program agencies. This feedback will ensure the program is achieving the desired outcomes and allow for continuous improvement.

(Section 4.2) The RJ Diversion Project goals and objectives are to: 1) Increase the number of qualified youth (must have committed a lower level offense) participating in the Diversion Program, thereby diverting these youth away from the juvenile justice system; 2) Increase local supports for youth / families / victims that have been impacted by alleged harm; 3) Enhance and increase the understanding and use of the restorative justice model, restorative practices, and trauma-informed care throughout South County community, schools, all SCYTF CBOs, and public safety agencies.

The measurable outcomes from the listed goals and objectives are to be based directly on 1) (process outcome) the dosage of restorative justice circles, program referrals for evidence-based programming (mental health, counseling programs (Cognitive Behavioral Therapy and Nature Based Therapy), case management/ life coaching, cultural-based groups, school admissions and support and other educational programs, job training, pro-social, volunteering opportunities), community-building activities and trainings and conferences conducted (frequency and amount). Additional outcomes to be measured include the successful completion of diversion referred strategies/ programs and fulfillment of restorative justice agreement, and the impact those strategies have had on the youth's behavior. Additionally, the demographic and population data of all participating individuals will be captured (Restorative Circles, referred programs, attending workshops or trainings and/or conference). Finally, impact outcome measures will include the type and number of resources used, how many of

the program goals and objectives are achieved, and the types of changes personally made that better or change the life paths for participating youth and families.

(Section 4.3) Non-governmental community-based agencies participating in this Diversion Program have signed a Memorandum of Understanding that allows agencies to share information, participate in Multi-Disciplinary Team meetings and Implementation Team meetings within the small pilot program, and complete and share reports and survey results. The City of Gilroy will meet with each Law Enforcement Agency (LEA) and CBO to share their respective Data Dashboards, reporting, and survey tools to be used, beginning with pre-surveys that will be given to capture baseline information, and retrospective and post-test surveys meant to capture process and outcome measures. This information is shared with the evaluators real-time, and they will collect and analyze data such as inputs vs. outputs, outcomes, and community indicators (such as truancy, suspension, expulsion, citations, youth crime rates). They will provide reports biannually and annually so we can track progress and processes.

The evaluator will also provide a presentation of report findings to the SCYTF Policy Team in the Fall of 2025 and will complete a final evaluation report that includes an analysis of project outcome and recommendations for improvement of service delivery and organizational operations. They will ensure that all BSCC Final Local Evaluation requirements are met in the Final Evaluation Report. LEAs can share information in relation to the citations to the Diversion Program Coordinator (DPC), housed within a CBO and that coordinator is the conduit between all CBOs.

The data collection process will include service time with participants and responsiveness to the various strategies/project components (time invested with restorative justice circles, community circles, program follow-through, completion and monitoring six-month out after program completion). Baseline information is gathered at the time of intake and through the evidence-based assessment that was designed by CBO partners. Most of the evidence-based programs utilized also come with their curriculum designed pre/post-test surveys or retrospective surveys. Quantitative (such as attendance to programs, circles, etc.) and qualitative data collection tools (surveys to measure program receptiveness, assets, and youth – parent satisfaction surveys, staffing surveys, focus groups and interviews) are administered quarterly.

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1. "Santa Clara County Juvenile Justice Annual Report, 2020." Page 42.
 2. "Santa Clara County Juvenile Justice Annual Report, 2020." Page 125, Appendix D.
 3. "Santa Clara County Juvenile Justice Annual Report, 2020." Page 70.
 4. "Santa Clara County Juvenile Justice Annual Report, 2020." Page 71.
 5. "Santa Clara County Juvenile Justice Annual Report, 2020." Page 71.

Section 5: Title II Grant - Program Budget and Budget Narrative

Applicant: City of Gilroy

Contract Term: January 1, 2023 through March 31, 2026

Budget Line Item	Total
1. Salaries and Benefits	\$0
2. Services and Supplies	\$60,000
3. Professional Services	\$0
4. Direct Service Provider Subcontracts <i>(Required Pass-thru = 70%)</i> <i>Actual: 89%</i>	\$937,452
5. Equipment/Fixed Assets	\$0
6. Project Evaluation and Data Collection <i>(not to exceed 5% of total requested funds)</i>	\$52,500
7. Other (Travel, Training, etc.)	\$0
8. Indirect Costs	\$0
TOTAL	\$1,049,952

1. Salaries and Benefits

Name and Title	(% FTE <u>or</u> Hourly Rate) & Benefits	Grant Funds
Example (Hourly): Bob Smith, Fiscal Manager	\$60/hour x 10 hrs/month x 3 years = \$21,600 + benefits @ 22%: \$4,752 =	\$0
Example (FTE): Jane Doe, Counselor	.25 FTE @ \$60,000 x 3 years = \$45,000 + benefits @ 22%: \$9,900 =	\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
TOTAL		\$0

Salaries and Benefits Budget Narrative:

N/A

2. Services and Supplies

Description of Services or Supplies	Calculation for Expenditure	Grant Funds
Youth and Family Program Incentives	\$15,000/ year averaging \$300 per youth @ 50 youth and families/ year (total of 150 youth) for a 3 yr total of \$45,000	\$45,000
Program Supplies	Annual expenses of \$5,000 (\$5000 X 3 = \$15,000)	\$15,000

		\$0
		\$0
		\$0
		\$0
		\$0
TOTAL		\$60,000

Services and Supplies Budget Narrative:

Three year total for Services and Supplies is \$60,000 and yearly amount is \$20,000. Program Incentives include: memberships for educational programs, pro-social activities, services outside of those rendered by CBOs, cost of bus passes, necessary clothing or uniforms for jobs, food assistance, family assistance with rent or electricity bills, etc. Incentives also include enrichment educational outings to expand their knowledge of what can be possible for them. Average support in pilot has been \$300/youth and family. Program Supplies average \$5,000 per year and will cover space rent for circles that are not in the free community centers (due to proximate to families), waters and healthy snacks for Diversion community circles (breaking bread after circles complete) and case conferencing, healthy snacks for trainings and youth and family enrichment educational outings, materials such as necessary books, stationary supplies; supplies for field trips and incentivized events,

3. Professional Services

Description of Professional Services	Calculation for Expenditure	<i>di Minimis Calculation</i>	Grant Funds
		\$0	\$0
		\$0	\$0
		\$0	\$0
		\$0	\$0
		\$0	\$0
		\$0	\$0
		\$0	\$0
		\$0	\$0
TOTALS		\$0	\$0

Professional Services Budget Narrative:

None

4. Direct Service Provider Subcontracts (NGOs and/or Government Agencies)

Government agencies and Indian Tribes- 70% pass-through required. NGOs and Indian Tribes providing direct services are exempt but are permitted to do so.

Description of Subcontract	Calculation for Expenditure	<i>di Minimis Calculation</i>	Grant Funds
Community Based Organization 1	Full-time \$40/hr Coordinator position = \$120,000/yr for 3 years (\$40 X 40 hrs/wk X 52 wks = \$83,200; Payroll Taxes & Fringe Bens 26% \$21,632 and Agency Indirect Costs at 15% \$15,725. Summation \$83,200+\$21,632+\$15,725=\$120,557 Yr 1; Yr 2: 2% cola increase (\$2,410) = \$122,967; Yr 3: 2% cola increase (\$2,460)= \$125,428 3 yr total: \$120,557+\$122,967+\$125,428 = \$368,952	\$25,000	\$368,952
Community Based Organization 2	Diversion program implementation and data gathering services 34,500/yr for 3 yrs: \$103,500	\$25,000	\$103,500
Community Based Organization 3	Diversion program implementation services 20,000/yr and 3 yrs \$60,000	\$25,000	\$60,000
Community Based Organization 4	Diversion program implementation services 20,000/yr and 3 yrs \$60,000	\$25,000	\$60,000
Community Based Organization 5	Diversion program implementation services 20,000/yr and 3 yrs \$60,000	\$25,000	\$60,000
Community Based Organization 6	Diversion program implementation services 20,000/yr and 3 yrs \$60,000	\$25,000	\$60,000
Community Based Organization 7	Diversion program implementation services 15,000/yr for 3 yrs and \$45,000	\$25,000	\$45,000
Restorative Justice Trainers	Yr 1: \$60,000 support and training packages: 4 RJ circles X 12 months (48 per yr) + 4 full day Restorative Trainings Eng and Span and all prep, Technical Assistance. Yr 2: \$40,000 for 24 Circles (2 per month) and team debriefs and 2 full day trainings, Technical Assistance (TA) Yr 3: \$20,000 for 2 full day trainings and technical assistance and TA	\$25,000	\$120,000
RJ Trainer/ Race & Equity, Social Justice Consulting	\$20,000 per year, total of \$60,000 for coaching, workshops, trainings, youth leadership and special community projects	\$25,000	\$60,000
TOTALS		\$225,000	\$937,452

Direct Service Provider Subcontracts Subcontracts Budget Narrative

Three year total for Direct Service Providers Subcontracts is \$937,452 and the annual amount is \$312,484. Community Based Organization (CBO) #1 will house the full-time fully burdened SCRJ Youth Diversion Program Coordinator (DPC): full time pay with benefits, and agency overhead costs for a total of \$120,000/ per year. This coordinator will provide direct services to individuals, coordinate program logistics and oversee program fidelity alongside the SCYTF Coordinator. DPC oversees the referral process, progress of the youth programming with referred CBOs, and assists youth, family supports and other community members in preparation for Restorative Justice Circle. The DPC coordinates RJ Circles for the youth and their families. The DPC also facilitates communication with other Diversion Program Team Members, tracks, collects, and analyzes data, and coordinates trainings. CBOs 2-6 are paid a rate based on the number of referrals they receive and complete, number of intakes, assessments and number of youth completing their programs, for their time participating in circles and necessary support and follow up to youth/ families and participation in all Team and Program meetings. 2nd CBO, however, will have a leadership position to help the DPC, City and evaluator with data gathering metrics and coaching other CBOs for a higher amount of \$34,500/yr (3 year total of \$103,500). CBOs will be paid for evidence-based - evidence promising direct services/programs provided to at-risk and high-risk (cited) youth. Calculations assume the same number of youth to be served by each CBO @ \$20,000 each year, although their amount may change slightly based on the program need and evidence-based program or evidence-promising strategy needed by the youth or the capacity of the CBO, but the Direct Service Provider bottom line will not change. Restorative Justice Trainer will be a CBO(s) to support the program significantly and to fidelity in year 1 with preparation for circles and circles, restorative language and case notes, follow ups with families, case conferencing, follow up with CBOs, coaching of new circle keepers, and building regional Diversion program capacity of RJ practices. Additionally, a Case Conferencing Training and a Train the Trainer will be offered so help build local capacity and RJ practioners/leaders. Year 2 RJ Trainer will have half the work previously explained as more CBO leaders will be fully trained and supported in year 1. Year 3 RJ Consultant has even less hours and helps troubleshoot the program. Pay breakdown is \$60,000 for Yr 1, \$40,000 Yr 2 and \$20,000 for Yr 3. The Race & Equity Social Justice Consultants will work with the City, DPC and RJDYP agencies and larger community members to create identity safe environments, support necessary and sensitive conversations about racial - gender and disavbility equity, grounding system partners in equity and inclusion. This agency will offer community workshops to system partners and community members (youth and adults) and work with youth from the program on youth leadership and special community projects. Pay schedule for this CBO is \$20,000 for each of the 3 years.

5. Equipment/Fixed Assets

Description of Equipment/Fixed Asset	Calculation for Expense	Grant Funds
		\$0
		\$0
		\$0
		\$0
		\$0
TOTAL		\$0

Equipment/Fixed Assets Budget Narrative

None

6. Project Evaluation and Data Collection (not to exceed 5% of total requested funds)

Description	Grant Funds
Third Party Evaluator for 36 months of direct service and 3 months to complete the final evaluation plan (1/2023 - 3/2026) Budet Breakdown below.	\$52,500
	\$0
	\$0
	\$0
TOTAL	\$52,500

Project Evaluation and Data Collection Budget Narrative:

Three-year total Project Evaluation is \$52,500 and one year total for Project Evaluation is \$17,500. Third Party Evaluator will will work with the City of Gilroy/Diversion Program executive team to develop a theory of change, logic model, data collection instruments, data management systems and analysis, kick-off meeting with agencies and trainings for Diversion program agencies to gather data correctly in timely manner and ultimately, final presentation of the data and a final evaluation plan using the Results Based Accountability (RBA) methodology to measure individual/family, program and community-level impact of Diversion Program milestones and activities. Budget (Maximum amounts are as follows): 1. Development Evaluation Plan - \$16,000 2. Data Management - \$ 10,000 3. Data Collection and Analysis - \$ 5,500 4. Final Evaluation Report - \$21,000
Diversion Program Consultant Services Compensation Summary Total: \$52,500

7. Other (Travel, Training, etc.)

Description	Calculation for Expense	Grant Funds
		\$0
		\$0
		\$0
		\$0
		\$0

		\$0
	TOTAL	\$0

Other (Travel, Training, etc.) Budget Narrative:

None (we will absorb the mileage to Sacramento for Orientation)

8. Indirect CostsFor this grant program, indirect costs may be charged using only one of the two options below:

Grant Funds

Option 1) Indirect costs will be charged using a Federally approved Negotiated Indirect Cost Rate (NICR). Enter your approved NICR percentage as a number (e.g., 25, 31, 32.25) in cell E183. Enter your calculated cost base in cell F183 (the total of all budget line items allowed as indicated in your federally approved NICR). Your project indirect costs cannot exceed the total shown in cell G183. If using Option 1, enter the amount to be charged to indirect costs in cell H183.

0.00%

\$0

\$0

\$0

Option 2) Indirect costs will be charged using the Federal Di Minimus, 10% of Modified Total Direct Costs, calculated as 10% multiplied by (total direct costs, minus equipment, plus up to the first \$25,000 of each subcontract (cell F185)). If using the Federal Di Minimus, your project indirect costs cannot exceed the total shown in cell G185. If using Option 2, enter the amount to be charged to indirect costs in cell H185.

10%

\$337,500

\$33,750

\$0

If the amount entered in either H246 or H248 turns red, adjust it to not exceed the line-item limits noted in G 246 and G248: **TOTAL****\$0****Indirect Costs Budget Narrative:**

Program Purpose Area: South County Restorative Justice Youth Diversion Program

1. Goal:	For youths who commit lower-level offenses, increase the availability of diversion away from the juvenile justice system and into a restorative justice-based diversion program.		
Objectives (A., B., etc.)	A. By end of the 3-year program, 80% of eligible youth cited in South Santa Clara County will have been referred to the Diversion Program. B. By the end of the 3-year program, 90% of youth who choose to go through the Diversion Program will have completed the Diversion Program and their citation will be sealed. C. By the end of the 3-year program, 100% of youth who completed the program, will have participated in a restorative justice circle and celebratory closing case conference. D. By the end of the 3-year program, 150+ at-risk youth and/or parents/ guardians will participate in CBO evidence-based programming and evidence-promising tools and strategies.		
Process & Outcome Measures:	1. 65% of referred youth will demonstrate improvement to school attendance. 2. 65% of youth who are referred and complete the Restorative Justice (RJ) circles and Diversion program will not be arrested and/or formally cited by a South County law enforcement officer within 6 months of completing the program for the same offense or another Diversion Program eligible offense. 3. 80% of all youth who participate in the South County Diversion Program will demonstrate improved social and/or emotional competencies as defined by surveys and exiting case conferencing with youth and diversion program team members. 4. 80% of youth who participate in the RJ circle preparation and complete their circle will understand/accept their role in the harm, make amends, receive community support, and actively participate in the creation of their own restorative agreement. 5. 70% of the youth and family members who participate in the RJ circle will learn how to process difficulties, adversities, conflict, and hold conversations in a restorative circle. 6. 95% of youth who complete the Diversion program will satisfactorily complete their restorative agreement.		
Project activities that support the identified goal and objectives:	Responsible staff/ partners	Timeline	
		Start Date	End Date
1. All law enforcement agencies will review all citations to determine eligibility for referral to the Diversion Program. 2. All youth referred to the diversion program will receive ongoing support from the DPC/ CBO partner. 3. All youth who agree to participate in the program will complete an intake interview/assessment within 2 weeks of the CBO receiving the referral. 4. All youth who participate in a restorative justice circle will receive training to prepare them for the circle. 5. A minimum of 50+ youth will complete the Diversion Program per year.	1. Law enforcement agencies 2. Diversion Program Coordinator (DPC) (a CBO) and other CBO partners. 3. CBO partner 4. DPC, Circle Keeper, CBOs 5. Diversion Program Coordinator	1, 2, 4, Upon award. 3. w/in 14 days of referral received CBO	End of 2025 1-5
List data and sources to be used to measure outcomes:			
1. Utilize previous and current annual juvenile arrest data from South County Law Enforcement Agencies and Juvenile Probation. 2. Utilize referral data obtained from reporting and data tracking. 3. Utilize data from school districts to see truancy, suspension, and expulsion rates. 4. Pre and Post-Program surveys from both youth participants and parents regarding their knowledge of available resources and their ability to access those resources. 5. Monthly and quarterly data tracking tools and reports.			
2. Goal:	Increase local supports for youth / families / victims that have been impacted by alleged harm.		
Objectives (A., B., etc.)	A. To improve the quality of life and pathways, by the end of completing the program, youth and families will have new access referral sources all within their community: i.e. Late Night Gym/ Pro-Social Programs; Intervention Services; Volunteer Opportunities; School and		

	Education programs; Linkage and Referral to other CBOs; EB Cultural-based groups (Joven Noble, Why Try, Botvin, Life Skills); Restorative Justice Training; Case Management/ Life Coaching; Cognitive-based therapy (CBT), Nature-Based Therapeutics (NBT) and Mental Health, for parents Strengthening Families, Parent Project, Resilient Families. B. By the end of their participation in the Diversion Program, youth and families will have built a stronger sense of community and fostered trust between youth, family, schools, larger community, CBOs and Public Service partners. C. By the end of their participation in the Diversion program, youth and their families will have learned how to better manage stress, develop empathy, and address conflict plan for future.		
Process & Outcome Measures:	1. Pre and Post Surveys, Retrospective surveys and real-time data feedback loops will show that 90% of youth and family members understand how to access local services as a result of the diversion program. 2. Upon exit interview (final case conference) and survey, 75% of youth and families will have a better understanding, communication and develop a sense of trust and understanding with each other, CBOs, schools, and public service partners. 3. 80% of youth and their family will have new knowledge gained from participating in the evidence-based framework (Restorative Justice) and learning evidence-informed tools, strategies and evidence-based programs, as evidenced by surveys and exit interview. 4. 70% of youth who participate in trauma informed mental health services, counseling or cultural group services will understand how to address and cope with stressors, traumatic experiences and difficult matters in a healthier, non-violent and restorative manner. 5. 85% of Youth will have completed satisfactory and/or actively engaged within their referred program: counseling, mental health, pro-social activity, educational or recreation program by completion as evidenced in exit interview and closing circle.		
Project activities that support the identified goal and objectives:		Responsible staff/ partners	Timeline Start Date End Date
1. Connecting youth and family to CBO. 2. Conduct entrance and exit surveys. 3. Participate in Restorative Justice Circle. 4. Make referrals to local CBOs and agencies for evidence-based programs based on assessment, intake interview and needs identified through the restorative circle.		1. DPC 2. Program Coordinator or CBOs 3. Circle Keeper, DPC, supporters of the youth and family, CBO, community members, school personnel (if applicable), public safety personnel (when appropriate) 4. DPC and CBOs	1. Upon referral receipt 2. Upon entrance in program/exit 3. After circle preparation 4. Upon Assessment and after Circle completion End of 2025
List data and sources to be used to measure outcomes: 1. Monthly data tracking tools and quarterly reports 2. Case management notes 3. Surveys 4. Final interviews and final case conference			
3. Goal:	Enhance and increase the understanding and use of the restorative justice model, use of restorative practices and trauma-informed care throughout South County community, schools, all SCYTF CBOs and public safety agencies.		
Objectives (A., B., etc.)	A. To increase knowledge of RJ and practices on annual basis. South County residents, schools, CBOs and public safety agencies will be invited to relevant trainings and workshops, to include: Restorative Justice; Trauma Informed Care for Systems; Mental Health First Aid; Sexual Orientation, Gender Identity and Expression (SOGIE) trainings; Forward Change's School to Prison Pipeline and Life Course framework workshops; Racial Equity workshop and presentations. B. By the end of the three years, build a network of restorative justice diversion and trauma informed care practitioners who are able to support community in Restorative Practices and Restorative Justice		

	During the next three years, hold a South County restorative justice conference and invite local and regional practitioners to create opportunity for community members and partners to increase their understanding of RJ and RJ practices.		
Process & Outcome Measures:	1. Hold semi-annual trainings for community, schools, SCYTF partners, graduates of the Diversion Program as evidence by sign in sheets. Train 80+ per year. 2. Create a SCC network of minimally 10 agencies, schools and neighborhood groups as evidenced by sign in sheets and report logs. 3. Hold two restorative justice conference where 100+ (per conference) practioners and community members from SCC and nearby counties come together to showcase and share lessons learned as evidenced by flyers and sign in sheets.		
Project activities that support the identified goal and objectives:	Responsible staff/ partners	Timeline	
		Start Date	End Date
1. Semi-annual trainings 2. Create and maintain a data base of individuals and CBOS that have been trained in RJ 3. Utilize growing data base as a foundation for RJ conference and network list	1.DPC and team members 2. DPC 3. DPC	1. Fall 2024 2. Ongoing 3. By end of 2025	End of 2025
List data and sources to be used to measure outcomes: 1. Sign-in logs 2. Data base of individuals and CBOs that have been trained			

Appendix L: Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft, and Embezzlement

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

By checking the following boxes and signing below, applicant affirms that:

☒ I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.

☒ I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three (3) years. We will notify the BSCC as soon as possible, should such debarment or conviction occur during the term of the Grant contract.

☒ I/We will hold subgrantees and subcontractors to these same requirements.

A grantee may make a request in writing to the Executive Director of the BSCC for an exception to the debarment policy. Any determination made by the Executive Director shall be made in writing.

AUTHORIZED SIGNATURE			
(This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
Jimmy Forbis	City Administrator	408-846-0250	Jimmy.Forbis@cityofgilroy.org
STREET ADDRESS	CITY	STATE	ZIP CODE
7351 Rosanna St.	Gilroy	CA	95020
APPLICANT'S SIGNATURE (Blue Ink or e-signature Only)			DATE
X			08/12/2022



August 10, 2022

State of California
Board of State and Community Corrections
2590 Venture Oaks Way, Suite 200
Sacramento, CA 95883

RE: Letter of Commitment
2022 Title II Grant Program RFP

Carry the Vision (CTV), a Gilroy/South Santa Clara County, CA based 501c3 nonprofit organization, is submitting this Letter of Commitment to support the South County Restorative Justice Youth Diversion Program grant proposal.

CTV is among a robust team of community partners with a vision to divert youth from entering the juvenile justice system through restorative practices. In addition to a deeply shared vision, CTV commits to continue the following support:

- Continue commitment to provide a full-time Diversion Program Coordinator with local lived experience and restorative justice trained
- Continue commitment with Nueva Vida Recovery Café to support community members in recovering from the trauma of life's challenges
- Continue commitment to provide navigation support, substance abuse, and mental health support to families that are impacted by the justice system
- Continue commitment for a restorative preventative model through collaboration, outreach, and creative strategies and partnerships

Thank you for considering the South County Restorative Justice Youth Diversion Program proposal.

Sincerely,

DocuSigned by:

shelley swan

6A3FEEB3912F421...

Shelley Swan
Executive Director
Carry the Vision

Carry the Vision
7365 Monterey Road, Suite 203, Gilroy, CA 95020
408.275.6133 / www.carrythevision.org / Tax ID: 01-0952753



**BOARD OF SUPERVISORS
COUNTY OF SANTA CLARA**
COUNTY GOVERNMENT CENTER, EAST WING
70 WEST HEDDING STREET, SAN JOSE, CALIFORNIA 95110 / (408) 299-5010
FAX LINE (408) 295-6993

MIKE WASSERMAN
PRESIDENT, BOARD OF SUPERVISORS
SUPERVISOR, FIRST DISTRICT

Esteemed Board of State and Community Corrections,

As Chairman of the South County Youth Task Force, I am writing to express my wholehearted support for your consideration of funding for the South County Restorative Justice Youth Diversion Program (Diversion Program).

The Diversion Program, led by the South County Youth Task Force, plays an essential role in improving the lives of our at-risk youth. Through direct engagement efforts at the local level, we are able to create a restorative justice process for these individuals. This is a sensitive component within the restorative justice formula because we can connect these youths and their families to community members, organizations and school districts they can trust.

My hope is that the Diversion Program continues to expand to reach more of our at-risk youth. I sincerely believe that these programs create an opportunity for minors to stay out of the Juvenile Justice system because we intervene with the required support that was previously lacking and would otherwise be absent through the criminal justice system.

I thank you for your consideration to further support our critical Diversion Program.

Sincerely,

Mike Wasserman, President
Santa Clara County Board of Supervisors



County of Santa Clara

Office of the District Attorney

County Government Center, West Wing
70 West Hedding Street
San Jose, California 95110
(408) 299-7400



Jeffrey F. Rosen
District Attorney

August 12, 2022

State of California
Board of State and Community Corrections
2590 Venture Oaks Way, Suite 200
Sacramento, CA 95833

Dear Board of State and Community Corrections:

Criminal justice, its reform and progress, must be balanced. It must hold perpetrators of crime accountable but also seek to address racial discrimination and disproportionalities. It must give voice to victims and ensure that they are protected. And, it must always promote a safe, empowered, and thriving community. The South County Restorative Justice Youth Diversion Program seeks this balance, and the District Attorney's Office is committed to its mission. As such, I strongly recommend that the BSCC fund the City of Gilroy's proposal.

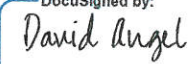
The District Attorney's Office has adopted a series of "Bend the Arc" reforms, and the Diversion Program falls within these priorities. The safe and appropriate expansion of diversion reduces disproportionate, negative impacts to racial groups that are over-represented in the criminal justice system, provides new opportunities for them to become productive community members, and is a smart use of public funds. With this in mind, the District Attorney's Office provided the original funding to launch the Diversion Program's seven-month pilot period, which began in 2021.

The Diversion Program is the first of its kind – a regional, restorative justice-based program in Santa Clara County. Never in our county have law enforcement, community-based organizations, school districts, city governments, and community united to create a restorative justice paradigm where accountability is rooted in a local community. The Diversion Program repairs the harm a youth has caused, prevents further criminal conduct, and keeps the youth out of the Juvenile Justice System.

The South County Community Prosecutor alongside a DAO Program Manager have spearheaded the effort to launch and sustain the Diversion Program, which is already in operation. These two full-time positions will continue to participate in a steering committee and provide support and guidance as local, justice system partners.

I hope to see the forward, positive momentum of this promising program and its mission up-lifted by the BSCC's grant funding.

Sincerely,

DocuSigned by:

83EE01CBC7C74D6...
David Angel
Assistant District Attorney



MORGAN HILL POLICE DEPARTMENT

August 11, 2022

Board of State and Community Corrections
2590 Venture Oaks Way, Suite 200
Sacramento, CA 95833

To: Board of State and Community Corrections (BSCC)

On behalf of the Morgan Hill Police Department (MHPD), I am pleased to provide this letter expressing our department's commitment to collaborating with the City of Gilroy and other stakeholders to carry out and implement the South County Juvenile Justice Youth Diversion Program (South County Diversion Program): a program which is rooted in community involvement and restorative justice principals.

In support of California's comprehensive State Plan, MHPD is committed to enhancing public safety by implementing various measures and approaches. With the prevention of juvenile delinquency, improving the delivery of services to youth and their families, and providing fair treatment and well-being of youth involved in the juvenile justice system remaining an overarching goal of MHPD, the department is vested in the South County Diversion Program.

The department acknowledges youth diversion programs lead to lower levels of reoffending vs. formal process while still holding participants accountable for their actions, supporting sustainable change behaviors, and addressing the needs of victims. In this way, the department's objectives align with the overarching objectives of the Juvenile Justice and Delinquency Prevention Act and the U.S. Office of Juvenile Justice and Delinquency Prevention.

MHPD is committed and proud of the South County Diversion Program, which supports youth in developing a sense of empathy and respect for those impacted by their behavior and thus, enhances, protects, and safeguards public safety. Delinquent behavior is a learning opportunity, and youth receive support and case management services from local agencies and community-based organizations.

To support successful goals, objectives, and outcomes of the South County Diversion Program, the Morgan Hill Police Department will contribute various resources, including the following:

- A team member to the point of contact for the police department to the South County Diversion Program.
- Quarterly reports on the number of referrals to the South County Diversion Program and the status/ outcome of each referral.
- A School Resource Officer assigned to the Morgan Hill Unified School District to ensure

campus safety and build relationships with the youth community.

Thank you, and I appreciate your consideration in supporting the South County Diversion Program through the awarding of funds through the 2022 Title II Grant.



Shane Palsgrove
Chief of Police



MORGAN HILL UNIFIED SCHOOL DISTRICT

15600 CONCORD CIRCLE • MORGAN HILL, CA 95037 • (408) 201-6023

Board of State and Community Corrections:

The Morgan Hill Unified School District recognizes the importance of the South County Restorative Justice Youth Diversion Program (Diversion Program) and the positive influence it has on our most vulnerable youth and families as well as the community more broadly. Restorative practices provide an invaluable way to address a harm and those impacted by the harm both in school and in community. Currently, the MHUSD is implementing restorative practices across the district and in the classrooms in order have cohesion and alignment for our students and community.

Our actions complement and further support the goals and objectives of the Diversion Program. Preventing a youth's further involvement in the Juvenile Justice System thrives on the participation of parents/guardians, school, and community. As a school district engaged in the Diversion Program, our educators may participate in restorative justice circles with youth, their families, and victims alike while also providing school and community support.

Today, the unified and collaborative efforts of the Diversion Program are showing positive results for our most vulnerable youth and families.

MHUSD is committed to participating in the South County Restorative Justice Youth Diversion Program and has been since the Program's inception.

Sincerely,

A handwritten signature in black ink, appearing to read "JS", is written over a light blue circular stamp.

Jessie Swift
Director of Student Services



GILROY UNIFIED SCHOOL DISTRICT
Office of the Superintendent

7810 Arroyo Circle, Gilroy, California 95020
Tel. 669-205-4000 fax: 408-847-4717
www.gilroyunified.org

SUPERINTENDENT

Dr. Deborah A. Flores, Ph.D.

BOARD OF EDUCATION

Melissa Aguirre ♦ Enrique Diaz ♦ Tuyen Fiack ♦ Mark Good
Michelle Nelson ♦ James E. Pace ♦ Linda Piceno

August 11, 2022

State of California
Board of State and Community Corrections
2590 Venture Oaks Way, Suite 200
Sacramento, CA 95833

Dear Board of State and Community Corrections:

I am pleased to write this letter on behalf of Gilroy Unified School District (GUSD) in support of the **Diversion Program** grant proposal being submitted by the City of Gilroy. This grant will provide funding for the South County Restorative Justice Youth Diversion Program, which diverts youth from entering the juvenile justice system to a restorative justice program that utilizes restorative circles. A central program goal is to increase the number of youth diverted from the juvenile justice system.

GUSD serves a diverse population of students with various needs and abilities. GUSD believes providing diversion opportunities to keep students out of the school to prison pipeline strengthens our community by reengaging youth.

The District will continue to serve on the Implementation Team along with representatives from Morgan Hill Unified School District, Santa Clara County District Attorney's Office, Community Solutions, South County Youth Task Force, Santa Clara County Sheriff's Office, Gilroy Police Department, Rebekah Children's Services, Morgan Hill Police Department and various non-profit agencies throughout the South County area. GUSD will continue to support the Diversion Program by:

- Providing training to administrators, staff and community members in Restorative Practices and Restorative Circles,
- Attending Restorative Circles for students referred to the Diversion Program,
- Partnering with Gilroy Police Department and Santa Clara County Sheriff's Office to refer students to the program when appropriate,
- Supporting community information events through the use of facilities and assignment of staff, and
- Adhering to all federal assurances, certifications and requirements.

GUSD looks forward to this close partnership with the Diversion Program Team and serving as a Restorative Practices training site and implementation team member. GUSD supports full endorsement of this proposal.

Sincerely,

Deborah A. Flores, Ph.D.
Superintendent
Gilroy Unified School District



Creating Opportunities • Changing Lives

August 10, 2022

State of California
Board of State and Community Corrections (BSCC)
2590 Venture Oaks Way, Ste 200
Sacramento, CA 95833

Dear Board of State and Community Corrections,

I am writing in support of the City of Gilroy proposal seeking Diversion program grant funding from the BSCC. On behalf of the Community Solutions, I strongly support this grant application and its focus on building resiliency and strengthening protective factors of South County youth, families, and community to reduce divert youth from entering the juvenile justice system and implement restorative justice programming such as: youth or teen courts, victim-youth mediation, and restorative circles.

As an organization committed to providing critical services for children, teens, adults, and families who are facing times of crisis, Community Solutions is well positioned to collaborate with City of Gilroy and other community partners on increasing service provider and stakeholder coordination, increasing community and individual access to culturally-appropriate services, and engaging South County residents and stakeholders in a meaningful and inclusive planning and evaluation process.

In the event this proposal is funded, we would expect our role in the BSCC project to include:

- Holding a representative seat on a steering committee formed to oversee project planning, implementation, and evaluation, with a focus on ensuring that project approach and services are tailored to the specific needs and culture of the target community; and
- Serving as a community partner to enhance the services provided (This may include, but not be limited to: Providing direct services, collaboration with cross-system partners, participation in community events, and serving as a referral source).

We are committed to sharing administrative data for program evaluation and research. During the project's planning period we will work closely with the City of Gilroy to finalize a data-sharing agreement that supports continuous quality improvement while adhering to relevant data privacy regulations.

We look forward to collaborating to strengthen the wellbeing of children and families in our community.

Sincerely,

Melanie Daraio

Melanie Daraio (Aug 10, 2022 16:52 PDT)

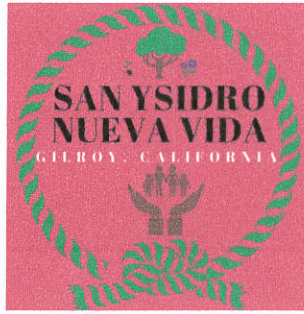
Melanie Daraio, Chief Program Officer
9015 Murray Avenue, Suite 100
Gilroy, CA 95020

Administration & Mailing:
9015 Murray Avenue, Suite 100
Gilroy, CA 95020
408-842-7138

16264 Church Street, #103
Morgan Hill, CA 95037
408-779-2113
fax 408-778-9672

1356 Ridder Park Drive
San Jose, CA 95131
408-225-9163
fax 408-225-9243

341 Tres Pinos Rd, Suite 202B
Hollister, CA 95023
831-637-1094



09 de Agosto del 2022

State of California
Board of State and Community Corrections
2590 Venture Oaks Way, Suite 200
Sacramento, CA 95833

Por Cuenta de Quien Corresponde:

El Comité San Ysidro Nueva Vida ofrece su apoyo y compromiso a La Ciudad de Gilroy que reciba la Beca del Título II del Estado de California y Correcciones Comunitarias, para el programa de desvío de jóvenes centrado en justicia restaurativa. La comunidad del Sur del condado ha esperado y necesitado este programa por muchos años. Este programa ayudara a los jóvenes antes de que entren en el sistema criminal y los apoyara con servicios esenciales. Este programa ayudara a que los jóvenes del sur del condado tengan más apoyo y servicios y así ellos tengan más posibilidad de triunfar en sus comunidades. Este programa ayudara a disminuir el número de nuestros jóvenes en el sistema criminal.

San Ysidro Nueva Vida es parte de una asociación comunitaria que ha estado trabajando desde el año 2015 para mejorar la comunidad usando la voz comunitaria. Los miembros del Comité de San Ysidro Nueva Vida están capacitados en la práctica de justicia restaurativa y valoran este proceso y entienden que el proceso ayuda a crear una comunidad más unida, saludable, y más conectada. Los líderes de nuestro comité también están certificados en el modelo de promotores comunitarios. Estamos listos y disponibles para ayudar con los círculos restaurativos de este programa de jóvenes por que creemos en mejorar la comunidad y las vidas de los jóvenes a través de este programa de desvío de jóvenes.

Estamos listos y esperamos colaborar con El Programa de Desvío de Justicia Restaurativa. Si tiene alguna pregunta, no dude en ponerse en contacto conmigo.

Edith Lopez

408-827-1473

Elopez011980@gmail.com

Líder de la Comunidad del Sur Del Condado
San Ysidro Nueva Vida
Vicepresidenta



sponsored by



August 11, 2022

Dear Board of State and Community Corrections,

I am writing to express my passionate support for the South County Restorative Justice Youth Diversion Program. This program is making a significant difference in our community and can inspire other communities to replicate this model.

I'm the Founding Director of the nonprofit, Rasur Foundation International, and I've been working closely with the South County Youth Task Force (SCYTF) on the Youth Diversion Program. My nonprofit empowers champions of youth to transform turmoil into caring connection with themselves and others through the Connection Practice. This wellness habit combines empathy and insight for ongoing personal growth. When champions teach it to at-risk youth, they learn to ease their distress, confidently meet challenges, and resolve conflicts peacefully.

In the last year the SCYTF combined the Connection Practice with Restorative Justice in the Youth Diversion Program. This approach was initiated so that youth who have made mistakes are better prepared emotionally to make amends with those they have hurt.

The SCYTF was outstanding in their collaboration with our nonprofit, which resulted in trainings that prepared community leaders to work more successfully with at-risk youth. The community-based, well-coordinated strategy developed by the SCYTF is highly effective in preventing youth from entering the Juvenile Justice System. Supporting this program will ultimately reduce the cost of corrections and will support at-risk youth to thrive.

Thank you for considering further funding for this essential program.

Best regards,

Rita Marie Johnson
Founding Director, Rasur Foundation International
(408) 334-0754
RitaMarie@ConnectionPractice.org

www.connectionpractice.org



August 11, 2022

To whom it may concern:

I am writing to express support of Rebekah Children's Services (RCS) for the South County Restorative Justice Youth Diversion Program Diversion to provide services to at-risk youth in our community.

RCS, in partnership with Gilroy Police Department, Morgan Hill Police Department, and Santa Clara County Sheriff's Office, other Community-Based Organizations, Gilroy Unified School District, Morgan Hill Unified School District, the South County Youth Task Force, private businesses, and other governmental agencies have worked together to develop an alternative to the traditional path that follows a youth after receiving a citation.

The Diversion Program is rooted in restorative justice principles and community involvement. Youth participate in a process, including a Restorative Justice Circle, where they learn about the impact their behavior has had on others while having a voice regarding accountability. The goal is for the Restorative Justice Circle to repair the harm that occurred, rebuild the relationships of those involved, and strengthen the youth, families, and community.

The processes and practices in the Diversion Program are grounded in trauma-informed and restorative justice principles and supported by trained residents, community, and government partners. Moreover, the Diversion Program seeks to address the root causes of harmful youth behavior while also being tailored to his or her specific needs. Recognizing that juvenile citations and arrests disproportionately affect youth of color, the Diversion Program strives to eliminate historical and systematic inequities through a path that is an alternative to involvement in the Juvenile Justice System.

RCS is co-invested in this partnership with the South County Restorative Justice Youth Diversion Program and will provide facilities, outreach and marketing, and coordination of care to ensure these services are delivered to our students. We look forward to collaborating on this project with the South County Restorative Justice Youth Diversion Program. Should you have any questions, please do not hesitate to contact me.

Rebecca Burdett

Rebecca Burdett
Chief Operations Officer
Rebekah Children's Services
rburdett@rcskids.org

1600 W. Campbell Ste. 201
Campbell, CA 95008
408.871.4900
rcskids.org



290 IOOF Ave.
Gilroy, CA 95020
408.846.2100
rcskids.org

SANTA CLARA COUNTY
Behavioral Health Service
Page 251 of 451



August 10, 2022

State of California
Board of State and Community Corrections
2590 Venture Oaks Way, Suite 200
Sacramento, CA 95833

RE: Commitment to Partner in Proposed Title II funded Diversion Program

Dear Members of the Board of State and Community Corrections:

New Hope for Youth (NHFY) supports and offers its commitment as a partner with the City of Gilroy in its proposal to receive Title II Grant funding from the State of California Board of State and Community Corrections to divert youth from entering the juvenile justice system through the implementation of a restorative justice/diversion program.

NHFY has an eight-year history in its collaborative efforts with the City of Gilroy to reduce the overrepresentation of youth of color in the juvenile justice system. Our joint efforts with the City have been to work with the highest risk youth to deter their involvement in high risk behaviors and help transform their mindset away from anti-social attitudes using best practices including the (1) Intake/Assessment of the Youth's Criminogenic Risk and Needs Factors, as well as strengths and triggers using Motivational Interviewing techniques that informs the degree and duration of intervention services; (2) Case Management that is responsive to the youth's individual needs, living circumstances and addresses stability factors; (3) Engagement in one-on-one counseling sessions; (4) Facilitating and engaging youth in Restorative Justice Circles that help identify who has been hurt and what must be done to repair the harm; (5) Advocacy with other agencies; and (5) Engagement in pro-social activities that help in the positive socialization process.

NHFY offers its commitment as a partner with the City of Gilroy, which is the lead agency in the proposed Restorative Justice/Diversion Program, and urges the State of California Board of State and Community Corrections to fund this effort.

Sincerely,

A handwritten signature in blue ink, appearing to read "Phillip Rodriguez", is positioned below the word "Sincerely,". The signature is fluid and cursive, with a large initial "P" and "R".

Phillip Rodriguez
President/CEO



August 11, 2022

State of California

Board of State and Community Corrections (BSCC)

2590 Venture Oaks Way, Ste 200

Sacramento, CA 95833

Dear Board of State and Community Corrections,

I am writing in support of the City of Gilroy proposal seeking Diversion program grant funding from the BSCC. On behalf of Empowering our community for success, I strongly support this grant application and its focus on

building resiliency and strengthening protective factors of South County youth, families, and community to reduce divert youth from entering the juvenile justice system and implement restorative justice programming such as: youth or teen courts, victim-youth mediation, and restorative circles.

As an organization committed to providing critical services for children, teens, adults, and families who are facing times of crisis, Empowering our community for success is well positioned to collaborate with the city of Gilroy and other community partners on increasing service provider and stakeholder coordination, increasing community and individual access to culturally appropriate services, and engaging South County residents and stakeholders in a meaningful and inclusive planning and evaluation process.

We look forward to collaborating to strengthen the wellbeing of children and families in our community.

Sincerely

Daniel Chavez

Chief Executive Officer

Dear,

South County Youth Restorative Justice Diversion Program My Name is Bianca Becerra my son was arrested for having a knife on a school bus. He was accepted to the Diversion Program and this program saved his life. With the support of Lorenzo from Rebekah's Children Services and Mark the coordinator of the program. My son's road of life has been changed to be positive and has a plan now. He has finished the program and we both have signed up to support The Diversion Program as community member and peer support. We feel that The Diversion Program has made drastic changes in our lives that it can help any family and youth. Thank you for all The Program has done for us and we are here to support in any way.

Sincerely,

Bianca Becerra

APPENDIX A: 2022 TITLE II GRANT EXECUTIVE STEERING COMMITTEE

	Name	Title	Organization/Agency	County
1	Rachel Rios (Chair)	Executive Director	La Familia Counseling Center, Inc.	Sacramento
2	Hon. Brian Back	Judge	SACJJDP member, Ventura Juvenile Court	Ventura
3	Denise Villamil	Program Director Chair of the Board	ALMA Family Services Girls Today Women Tomorrow	Los Angeles
4	Hailey Jures	Consultant	Hailey Jures Consulting, LLC.	Los Angeles
5	Elliott Housman- Turrubiate	Youth & Family Advocate Manager	Sacramento Native American Health Center	Sacramento
6	Dr. B.J. Davis	Senior Manager of Training and Clinical Quality	WellSpace Health	Sacramento
7	Amanda Ayala	Project Manager II	Santa Clara County	Santa Clara
8	Gordon Jackson	National Director	3Strands Global Foundation	Sacramento

APPENDIX B: CRITERIA FOR NON-GOVERNMENTAL ORGANIZATIONS RECEIVING TITLE II GRANT PROGRAM FUNDS

The Title II Grant Program Request for Proposals (RFP) includes requirements that apply to non-governmental, community-based organizations providing service with grant funds.³ Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving any Title II Grant Program funds.

Any non-governmental organization that receives Title II grant funds (as either a direct grantee, subgrantee, or subcontractor) must:

- Have been duly organized, in existence, and in good standing at least six (6) months prior to the effective date of its fiscal agreement with the BSCC or with the Title II grantee;
 - Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grantee-subcontractor fiscal agreement.
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid business license, if required by the applicable local jurisdiction;
- Have a valid Employer Identification Number (EIN) or Taxpayer ID (if sole proprietorship);
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and,
- Have a physical address in the State of California. (An agent for service of process with a California address is insufficient.)

In the table below, provide the name of the Grantee and list all contracted parties.

Grantee: City of Gilroy

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
CARRY THE VISION	7365 Monterey Hwy #203, Gilroy, CA 95020	(408) 275-6133	Yes ☒ No ☐
RESOURCE DEVELOPMENT ASSOCIATES CONSULTING	330 Franklin Street, Suite 400 Oakland, CA 94607	(510) 488-4345	Yes ☒ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐

³ Non-Governmental Organizations (NGOs) include community-based organizations, faith-based organizations, non-profit organizations/501(c)(3)s, for profit service providers, evaluators (except government institutions such as universities), grant management companies and any other non-governmental agency or individual.

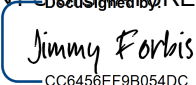
NOTE: These criteria do not apply to government organizations (e.g., counties, cities, school districts, etc.).

**APPENDIX B: CRITERIA FOR NON-GOVERNMENTAL ORGANIZATIONS RECEIVING
TITLE II GRANT PROGRAM FUNDS**

Grantees are required to update this list and submit it to BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the Title II RFP. These records will be subject to all records and retention language in the Standard Agreement.

Unless prior approval is obtained, the BSCC prohibits disbursement or reimbursement to any NGO that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

A signature below is an assurance that all requirements listed above have been met.

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER Jimmy Forbis	TITLE Gilroy City Administrator	TELEPHONE NUMBER (408) 846-0202	EMAIL ADDRESS Jimmy.Forbis@cityofgilroy.org
STREET ADDRESS 7351 Rosanna St	CITY Gilroy	STATE CA	ZIP CODE 95020
APPLICANT'S SIGNATURE (Blue Ink or E-Signature Only) 			DATE 3/7/2023

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
2025-611-OYCR	HHSA-4000

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
California Health and Human Services Agency (CalHHS)

CONTRACTOR NAME
City of Gilroy

2. The term of this Agreement is:

START DATE
October 1, 2024

THROUGH END DATE
September 30, 2026

3. The maximum amount of this Agreement is:
\$ 786,452.00 (Seven hundred eighty-six thousand, four hundred fifty-two dollars and zero cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C *	General Terms and Conditions	5
+ - Exhibit D	Special Terms and Conditions	5
+ - Exhibit E	California State Advisory Committee on Juvenile Delinquency and Prevention	1
+ - Attachment 1	CA FY 24 Title II Formula Grants Program Award Letter	18

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
City of Gilroy

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
7351 Rosanna Street	Gilroy	CA	95020

PRINTED NAME OF PERSON SIGNING	TITLE
Brad Kilger	Interim City Administrator

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
Signed by:  0369C5162C0D4F0...	8/8/2025

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 2025-611-OYCR	PURCHASING AUTHORITY NUMBER (If Applicable) HHSA-4000
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME California Health and Human Services Agency (CalHHS)			
CONTRACTING AGENCY ADDRESS 1215 O St, MS-08	CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING Alani Jackson	TITLE Deputy Director		
CONTRACTING AGENCY AUTHORIZED SIGNATURE Signed by:  Alani Jackson	DATE SIGNED 8/11/2025		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) Welfare and Institutions Code 2200k		

EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT PARTIES

This Grant Agreement is between the California Health and Human Services Agency (CalHHS), Office of Youth and Community Restoration (OYCR) and the City of Gilroy (hereafter referred to as the Grantee).

These Title II Grants were originally awarded to the California Board of State and Community Corrections (BSCC) as the state agency for juvenile grants in California and in July 2024 California Welfare & Institution Code Sec.2202 transferred the responsibility for all juvenile grants to OYCR, which necessitates this contract amendment.

2. PROJECT SUMMARY AND ADMINISTRATION

The Grantee agrees to administer the project in accordance with the 2024 CA FT 24 Title II Formula Grants Program Award Letter (see Attachment 1).

3. SERVICES PROVIDED BY THE TITLE II GRANTEES

Grant program funds will be used for one or more of these functions:

- Support Aftercare/Reentry.
- Alternatives to Detention and Placement.
- Community Based Programs – Diversion.
- Job Training.
- Mentoring, Counseling, and Training Programs.

4. PROJECT OFFICIALS

A. The OYCR's Chief Deputy Director or designee shall be the OYCR's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.

OYCR REPRESENTATIVES	
NAME	Alani Jackson
TITLE	OYCR Deputy Director
EMAIL	Alani.Jackson@chhs.ca.gov
PHONE	916-651-0423
NAME	Krystal Lewis-Britton
TITLE	OYCR Grants Manager
EMAIL	Krystal.Lewis@chhs.ca.gov
PHONE	916-508-8097

B. The Grantee's project officials shall be those identified as follows:

Authorized Officer with legal authority to sign:

Name: Brad Kilger

Title: Interim City Administrator
Address: 7351 Rosanna Street, Gilroy, CA 95020
Phone: 408-846-0250
Email: Brad.Kilger@cityofgilroy.org

Designated Financial Officer authorized to receive warrants:

Name: Harjot Sangha
Title: Finance Director
Address: 7351 Rosanna Street, Gilroy, CA 95020
Phone: 408-846-0294
Email: Harjot.Sangha@cityofgilroy.org

Project Director authorized to administer the project:

Name: Luke Powell
Title: Police Captain
Address: 7301 Hanna St., Gilroy, CA 95020
Phone: 408-846-0323
Email: luke.powell@cityofgilroy.org

- C. Either party may change its project representatives upon written notice to the other party.
- D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

5. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in the Title II Grant Award Letter.

6. REPORTING REQUIREMENTS

A. Quarterly Progress Reports

Grantee will submit quarterly progress reports in a format prescribed by the OYCR. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

<u>Progress Report Periods</u>	<u>Due no later than:</u>
1. October 1, 2024 to December 31, 2024	September 15, 2025
2. January 1, 2025 to March 31, 2025	September 15, 2025
3. April 1, 2025 to June 30, 2025	September 30, 2025
4. July 1, 2025 to September 30, 2025	October 15, 2025
5. October 1, 2025 to December 31, 2025	January 15, 2026
6. January 1, 2026 to March 31, 2026	April 15, 2026
7. April 1, 2026 to June 30, 2026	July 15, 2026
8. July 1, 2026, to September 30, 2026	October 15, 2026

Note: *Project Service activity period ends September 30, 2026. The Grantee shall complete all required reports by December 31, 2026, including the Final Local Evaluation Report and the financial audit (if applicable).*

- B. Grantee shall submit to the OYCR: (1) a Local Evaluation Plan and, (2) a Final Local Evaluation Report three months after the conclusion of the grant.

1. Local Evaluation Plan *
2. Final Local Evaluation Report

Due no later than:
December 15, 2025
December 31, 2026

* If the Local Evaluation Plan was already submitted to the previous BSCC administration, Grantees may re-submit the original Local Evaluation plan to the OYCR engagement manager to complete this deliverable.

- C. If applicable, the Grantee shall submit the Financial Audit no later than December 31, 2026.

7. PROJECT RECORDS

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records, and required reports.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records, and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.
- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.
- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the OYCR or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period,

the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three (3) year period, whichever is later.

8. AUDIT

Grantee is required to complete an audit annually for each fiscal year/audit period, or fraction thereof, for the entire three-year grant cycle. Grantees may choose either a program-specific audit or a single federal audit. Federal guidelines allow grantees receiving \$750,000 or more in federal funds in a fiscal year to use their federal justice assistance grant funds to pay for the cost of the audit. Grantees falling below the \$750,000 threshold must use non-federal funds (i.e., match funds) to pay for audit costs. For purposes of this grant award, please check one of the boxes below to indicate the grantee's choice for meeting the audit requirement.

☐ In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the California State Controller's Accounting Standards and Procedures, Chapter 23, Grant Accounting Index, the identified grant will be included in the City/County Single Federal Audit Report, which will be submitted to the OYCR within 30 days of the Grantee's receipt of the report or within nine months following the end of the audit period, whichever is earlier.

OR

☐ In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the California State Controller's Accounting Standards and Procedures Chapter 23, Grant Accounting Index, the grantee will provide a Program-Specific Final Audit Report to the OYCR within 30 days of the Grantee's receipt of the report or within nine months following the end of the audit period, whichever is earlier.

OR

☒ In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the non-governmental entity grantee **does not expend \$750,000 or more** in total federal awards during the fiscal year and is therefore, exempt from Federal audit requirements for this grant contract period. However, the entity understands that it must keep and maintain the grant records and make them available for review or audit by appropriate officials of the Federal agency, pass-through agency (i.e., the Board of State and Community Corrections) and Governmental Accountability Office.

9. UNIQUE ENTITY IDENTIFIER

The Grantee must maintain active registration of their Unique Entity Identifier (UEI), used for this Grant Agreement, throughout the term of the contract. An active UEI number is also required to remain in compliance with the Federal Funding Accountability and

Transparency Act (FFATA), a reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

- A. The Grantee shall be paid on a quarterly basis in arrears by submitting an invoice to the OYCR that outlines actual expenditures claimed for the invoicing period.

INVOICING PERIOD	INVOICE DUE DATE
October 2024 – December 2024	September 15, 2025
January 2025 – March 2025	September 15, 2025
April 2025 – June 2025	September 15, 2025
July 2025 – September 2025	October 15, 2025
October 2025 – December 2025	January 15, 2026
January 2026 – March 2026	April 15, 2026
April 2026 – June 2026	July 15, 2026
July 2026 – September 2026	November 15, 2026
October 2026 – December 2026 (Final Reports)	January 15, 2027

- B. All regular project expenditures excluding costs associated with the completion of the Final Reports and all obligated match contributions must be incurred by the end of the grant project period, September 30, 2026, and included on the invoice due November 15, 2026.
- C. The Final Local Evaluation Report is due to OYCR by December 31, 2026. All fiscal supporting documentation for the Final Local Evaluation Report expenditures must be submitted to the OYCR with this final invoice
- D. The Grantee shall submit an invoice to the OYCR each invoicing period, even if grant funds are not expended or requested during the invoicing period.
- E. Supporting documentation must be submitted for expenditures upon OYCR's request. All supporting documentation must be maintained by the grantee on site and be readily available for review during OYCR site visits.

2. INVOICING INSTRUCTIONS

- A. For services satisfactorily rendered (i.e., tasks and deliverables) and completed in accordance with the requirements set forth in this Agreement, and accepted by the OYCR, and upon receipt and approval of the invoices, the OYCR agrees to compensate the Grantee in accordance with the terms of this Agreement.
- B. Payment shall be made in accordance with the State of California's Prompt Payment Act (Government Code § 927 et seq.).
- C. Invoices must be submitted via email to CHHSinvoices@chhs.ca.gov
- D. The email must contain the following in the subject line:
- 1) Grantee name.
 - 2) Agreement number 2025-611-OYCR.

- 3) Invoice number.
- 4) Invoice must be in PDF format and contain the following information:
 - i. Grantee's letterhead.
 - ii. Agreement number 2025-611-OYCR.
 - iii. Invoice number.
 - iv. Invoice date.
 - v. Period when services were performed.
 - vi. Invoice amount.
 - vii. Description of services.

3. GRANT AMOUNT AND LIMITATION

- A. In no event shall the OYCR be obligated to pay any amount more than the grant award. Grantee waives all claims against the OYCR and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

4. BUDGET CONTINGENCY CLAUSE

- A. Grantee agrees that the OYCR's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient federal appropriations as part of the federal budget process and made available through the authorization in the California Budget Act. It is mutually agreed that if Congress does not appropriate sufficient funds in subsequent years and/or the California Legislature does not provide sufficient appropriation authority during the term of years covered under this Grant Agreement, this Grant Agreement shall be of no further force and effect. In this event, the OYCR shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. If Title II Grant Program funding is reduced or falls below estimates contained within the Title II Grant Program, the OYCR shall have the option to either cancel this Grant Agreement with no liability occurring to the OYCR or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If OYCR cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the OYCR shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

5. PROJECT COSTS

- A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the BSCC's 2023 grant admin guidelines please. [BSCC-Grant-Admin-Guide-July-2023.pdf](#)
- B. The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.
- C. Grantee is responsible for ensuring that invoices submitted to the OYCR claim actual expenditures for eligible project costs.
- D. Grantee shall, upon demand, remit to the OYCR any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- E. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through OYCR grants.

6. WITHHOLDING OF GRANT DISBURSEMENTS

- A. The OYCR may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. When the balance of state funds allocated to the Grantee reaches five percent (5%), the OYCR may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:
 - 1) submittal and approval of the final invoice.
 - 2) submittal and approval of the final progress report; and
 - 3) submittal and approval of any additional required reports.
- C. The OYCR will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the OYCR may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the OYCR's Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

7. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

8. PROJECT BUDGET

Program Budget (October 2024 – September 2026)		Total
1. Salaries and Benefits		\$0
2. Services and Supplies		\$57,819
3. Professional Services		\$0
4. Direct Service Provider Subcontracts (NGO & Government)		\$702,133
5. Equipment/Fixed Assets		\$0
6. Project Evaluation and Data Collection		\$26,500
7. Other (Travel, Training, etc.)		\$0
8. Indirect Costs		\$0
TOTAL		\$786,452

EXHIBIT C: CALIFORNIA GENERAL TERMS AND CONDITIONS

- 1. APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
- 2. AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
- 3. ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
- 4. AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
- 5. INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
- 6. DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
- 7. TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State

shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

- 8. INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
- 9. RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
- 10. NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require ascertaining compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

(<https://www.dgs.ca.gov/OLS/Resources>)

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be a paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

A. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION REPORTING REQUIREMENTS:

- A. If for this Contract the Contractor made a commitment to achieve small business participation, then the Contractor must, within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract), report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- B. If for this Contract the Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then the Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the

amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the OYCR is solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1, Title II Grant Program Award Letter.
- C. Grantee shall immediately advise the OYCR of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

- A. Compliance with Laws and Regulations
This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.
- B. Compliance with Federal Laws and Regulations
The Grantee hereby assures and certifies compliance with all applicable federal statutes, regulations, policies, guidelines and requirements, including all Title II Federal Award Conditions. Please note that federal award conditions are subject to change in subsequent funding years and grantees will be required to comply with any future changes to remain eligible for federal funding.
- C. Fulfillment of Assurances and Declarations
Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1, Title II Grant Program Award Letter.
- D. Permits and Licenses
Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the OYCR and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to

be as fully responsible to the OYCR for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the OYCR's obligation to make payments to the Grantee. As a result, the OYCR shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the Title II Grant Program Award Letter.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the OYCR or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the OYCR or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

Grantee shall ensure that the OYCR, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

5. ACCOUNTING AND AUDIT REQUIREMENTS

- A. All funds received by the Grantee shall be deposited into separate fund accounts which identify the funds and clearly show the manner of their disposition. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail, which will permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.
- B. The OYCR reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the OYCR may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

6. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the OYCR. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in the Application for Funding. Changes shall not be implemented by the project until authorized by the OYCR.

7. TERMINATION

- A. This Grant Agreement may be terminated by the OYCR at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:
 - 1) Substantial alteration of the scope of the grant project without prior written approval of the OYCR.
 - 2) Refusal or inability to complete the grant project in a manner consistent with Attachment 1: Title II Grant Program Award Letter.
 - 3) Failure to provide the required local match share of the total project costs; and
 - 4) Failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the OYCR shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

8. SETTLEMENT OF DISPUTES

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the OYCR Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The OYCR Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the OYCR Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the OYCR Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the OYCR Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.
- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.
- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Director, if an appeal was made. If the Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

9. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

**EXHIBIT E: CALIFORNIA STATE ADVISORY COMMITTEE ON JUVENILE
DELINQUENCY AND PREVENTION**

SACJJDP Members	Organization
Kent Mendoza (Chair)	Coordinator of Member Services and Mentor, Anti-Recidivism Coalition
Cristian Franco (Vice-Chair)	Policy and Program Coordinator, Motivating Individual Leadership for Public Advancement
Hon. Brian Back	Superior Court Judge, Ventura County - Retired
Isaiah Barber	Youth Life Coach, Anti-Recidivism Coalition
Carol Biondi	Commissioner, Los Angeles County Commission for Children and Families - Retired
Dr B.J. Davis	Clinical Director and Co-Director, Strategies for Change
Dr Carly Dierkhising	Assistant Professor, Criminal Justice and Criminalistics, CSULA
Michael Duncan	Executive Director, Native Dads Network Inc
Michelle Guymon	Director, Child Trafficking Unit Los Angeles County Probation Department - Retired
Susan Sands	Special Legislative Counsel, Center for Juvenile Law and Policy, Loyola Law School
Montay Magic McKay	Student; Member, Anti-Recidivism Coalition, Healing Dialogue and Action and Underground Scholars Initiative
Dr. Tecoy Porter Sr	Senior Pastor, Genesis Missionary Baptist Church, Inc. since 1999; President and Executive Director, National Action Network Sacramento
Tyrique Shipp	Advocacy and Community Organizing Associate at Anti-Recidivism Coalition
Dr. Mimi Silbert	Chief Executive Officer, Delancey Street Foundation

**Department of Justice (DOJ)****Office of Justice Programs****Office of Juvenile Justice Delinquency Prevention***Washington, D.C. 20531*

Name and Address of Recipient:		HEALTH & HUMAN SERVICES AGENCY CALIFORNIA 1215 O ST	
City, State and Zip:		SACRAMENTO, CA 95814	
Recipient UEI:		JPRAV6KE9K21	
Project Title: CA FY 24 Title II Formula Grants Program		Award Number: 15PJDP-24-GG-05475-TITL	
Solicitation Title: OJJDP FY24 Title II Formula Grants Program			
Federal Award Amount: \$4,099,327.00		Federal Award Date: 12/6/24	
Awarding Agency:		Office of Justice Programs Office of Juvenile Justice Delinquency Prevention	
Funding Instrument Type:		Grant	
Opportunity Category: M			
Assistance Listing: 16.540 - Juvenile Justice and Delinquency Prevention			
Project Period Start Date: 10/1/24		Project Period End Date: 9/30/28	
Budget Period Start Date: 10/1/24		Budget Period End Date: 9/30/28	
Project Description: The Office of Youth and Community Restoration (OYCR) is California's State Administering Agency for OJJDP's Title II Formula Grant program. This grant will support the State Advisory Group (which in CA is the State Advisory Committee on Juvenile Justice and Delinquency Prevention (SACJJDP)). Consistent with the California 2024-2026 Title II State Plan, grant program funds will be used to support Aftercare/Reentry, Alternatives to Detention and Placement, Community Based Programs – Diversion, Job Training, and Mentoring, Counseling, and Training Programs.			

Award Letter

December 6, 2024

Dear Alani Jackson,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by HEALTH & HUMAN SERVICES AGENCY CALIFORNIA for an award under the funding opportunity entitled 2024 OJJDP FY24 Title II Formula Grants Program. The approved award amount is \$4,099,327.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Elizabeth Ryan
OJJDP Administrator

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

National Environmental Policy Act (NEPA) record

Solicitation Title: OJJDP FY 2024 Title II Formula Grants Program (FY 2024 Title II Grant Solicitation Year 1 of the 3-Year Plan)

Award Number: 15PJDP-24-GG-05475-TITL

NEPA determination: Categorical Exclusion

The OJJDP Title II Formula Grants Program provides funding to support state and local efforts to plan, establish, operate, coordinate, and evaluate policies and projects, directly or through grants and contracts with public and private agencies, for the development of more effective education, training, research, prevention, diversion, treatment, and rehabilitation programs in the area of juvenile delinquency, as well as juvenile justice system improvement efforts. Juvenile Justice and Delinquency Prevention (JJDP) Act, at 34 U.S.C. §§ 11131–11133.

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment

(5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Questions about this determination may be directed to your grant manager or Environmental Coordinator for the Office of Juvenile Justice and Delinquency Prevention (OJJDP).

NEPA Coordinator

First Name	Middle Name	Last Name
LouAnn	no value	Holland

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
HEALTH & HUMAN SERVICES AGENCY CALIFORNIA

UEI
JPRAV6KE9K21

Street 1	Street 2
1215 O ST	

City	State/U.S. Territory
SACRAMENTO	California

Zip/Postal Code	Country
95814	United States

County/Parish	Province
no value	no value

Award Details

Federal Award Date	Award Type
12/6/24	Initial

Award Number	Supplement Number
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15PJDP-24-GG-05475-TITL

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Federal Award Amount
\$4,099,327.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.540	Juvenile Justice and Delinquency Prevention
Statutory Authority	
34 U.S.C. 11131	

[X] I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title	Awarding Agency
2024 OJJDP FY24 Title II Formula Grants Program	OJP
Application Number	Program Office
GRANT14218651	OJJDP

Grant Manager	Phone Number	E-mail Address
William Harper	202-598-7769	William.Harper@usdoj.gov

Project Title
CA FY 24 Title II Formula Grants Program

Performance Period Start Date	Performance Period End Date
10/01/2024	09/30/2028

Budget Period Start Date	Budget Period End Date
10/01/2024	09/30/2028

Project Description
The Office of Youth and Community Restoration (OYCR) is California's State Administering Agency for OJJDP's Title II Formula Grant program. This grant will support the State Advisory Group (which in CA is the State Advisory Committee on Juvenile Justice and Delinquency Prevention (SACJJDP)). Consistent with the California 2024-2026 Title II State Plan, grant program funds will be used to support Aftercare/Reentry, Alternatives to Detention and Placement, Community Based Programs – Diversion, Job Training, and Mentoring, Counseling, and Training Programs.

[X] I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

Condition 2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 3

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

Condition 4

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](https://www.ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 5

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 6

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted

and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 7

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

Condition 8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 9

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 11

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 14

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 15

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole

or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 17

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 19

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

Condition 20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

Condition 21

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for

purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 23

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 25

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 28

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

Condition 29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 31

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 32

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 33

The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 120 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov/>

Condition 34

Title II Performance Reports

The recipient shall submit annual performance reports. Performance reports shall be submitted after the end of the reporting period (October 1 - September 30), no later than December 30 of each year, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov>.

Condition 35

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

Condition 36

OJJDP- Title II - Withholding of funds for pending budget documentation

The recipient may not expend or draw down award funds until the recipient submits, and OJP reviews and approves, the required budget and budget narrative reflecting the total amount for the award, and an Award Condition Modification (ACM) has been issued to remove this award condition.

Condition 37

The grantee agrees that not later than 60 days after the date on which the award is made (or, if applicable, 60 days after OJJDP releases a grant condition requiring a revised state plan), the grantee shall make the state plan or amended plan required under 34 U.S.C. 11133(a), and submitted as part of the application for this award, publicly

available, by posting it on the state's publicly available website.

Condition 38

The recipient agrees that, consistent with applicable State law, staff directly associated with administration of the OJJDP Formula Grants Program will attend and participate in conferences, workshops, training sessions and other national or regional meetings deemed by OJJDP to be critical to the administration of this Program. OJJDP will determine which staff and the number of staff that should attend each meeting, consistent with the scope and subject matter of the meeting. Cost of attendance will be borne by the recipient as an administrative cost to the grant or paid from State Advisory Group set aside funds under Section 222(d), as appropriate.

Condition 39

The recipient agrees that, as required by federal law (31 U.S.C. 1301(a)), the funds allocated to support its State Advisory Group (SAG) pursuant to 34 U.S.C. 11132(d) must be expended in a manner consistent with the purposes set forth at 34 U.S.C. 11133(a)(3)(B), (C), and (D). If the recipient's SAG chooses to use a portion of its limited formula grant set-aside for organizational membership fees, such costs are only allowable if those costs meet the requirements of 2 C.F.R. 200.454. The use of federal funds for 1) cash or in-kind contributions, 2) donations, or 3) payment of membership fees in organizations substantially engaged in lobbying, is specifically prohibited by 2 C.F.R. 434 and 454.

Condition 40

Pursuant to Section 223(a)(3)(A)(iii) of the Juvenile Justice and Delinquency Prevention Act of 1974, as amended (34 U.S.C. 11101, et seq.), the chairperson of the State Advisory Group cannot be a full-time employee of the Federal, State, or local government. This prohibition applies also to an Acting Chair, or other person assuming the duties and responsibilities of the Chair, whether permanently or on a temporary basis.

Condition 41

"Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

Condition 42

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

Condition 43

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 44

Title II Formula Grants Program: Submission of state plan information required for valid award acceptance In order validly to accept this award, the applicant must submit, within 45 days after the date of the award offer, and OJJDP

must find to be sufficient, the information indicated as missing in the Incomplete State Plan Submission letter from OJJDP, notifying the applicant that its State Plan submission for this fiscal year is incomplete. Once the applicant has submitted the missing information, and OJJDP has found the same to be sufficient, the applicant will be promptly notified that its application is complete, and it may accept this award. Notwithstanding any appearance of a valid award-acceptance in JustGrants, failure to submit the missing information, by the deadline specified, will result in any action by the applicant that purports to accept (or to constitute acceptance of) the award being deemed invalid, and the applicant will be ineligible for this award; in that event, this offer of award will (without further notice) be rescinded. In the event of an invalid award-acceptance, where the applicant subsequently submits the missing information within the deadline specified, and OJJDP has found the same to be sufficient, that award-acceptance will be deemed valid.

Condition 45

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

☒ *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official OJJDP Administrator	Name of Approving Official Elizabeth Ryan	Signed Date And Time 12/5/24 11:09 AM
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Authorized Representative

[X] Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official
Deputy Secretary Administrative Services

Name of Authorized Entity Official
SONIA HERRERA

Signed Date And Time
12/13/2024 3:32 PM



City of Gilroy

STAFF REPORT

Agenda Item Title: Award a Contract to Youth Alliance for \$130,105.14 for South County Youth Task Force (SCYTF) School-Based Youth Services

Meeting Date: December 8, 2025
From: Brad Kilger, Interim City Administrator
Department: Police
Submitted by: Luke Powell, Police Captain
Prepared by: Patricia Vigil, Management Analyst

STRATEGIC PLAN GOALS: Ensure Neighborhood Equity from City Services

RECOMMENDATION

1. Award a contract to Youth Alliance in the amount of \$130,105.14 for school-based services, Project No. 25-RFP-PD-523 and,
2. Authorize the City Administrator to execute the contract and associated documents.

EXECUTIVE SUMMARY

In January 2012, the City of Gilroy, City of Morgan Hill, Gilroy and Morgan Hill Unified School Districts and the Santa Clara County Board of Supervisors met and created the South County Youth Task Force (SCYTF) to address the effects of violence and gangs on youth and in the community.

Funding is provided through the SCYTF, Cities of Gilroy and Morgan Hill, Gilroy and Morgan Hill School Districts (GUSD and MHUSD), Santa Clara County Library District, Santa Clara County Juvenile Probation Department, the Santa Clara County Neighborhood Safety Unit and Santa Clara County District Attorney's Office. As the fiscal agent for the South County Youth Task Force, the Police Department manages the funding for the SCYTF. Funding from the District Attorney's Office, Santa Clara and the Gilroy Unified School District will be used to cover the total amount of this

agreement.

The SCYTF funding has sponsored many programs such as the Restorative Community Circles with GPD, Resident Leadership Development, School-based and Community-based Youth Restorative Justice, Case Management, Crisis Response, Street Outreach, National Compadres Network Xinachtli/Joven Noble Circles, Late Night Gyms, a Mentorship Boxing Program, After School Programs in both Morgan Hill and Gilroy and training opportunities for the SCYTF body, made up of over 45 different organizations.

BACKGROUND

The South County Youth Task Force (SCYTF) is a regional partnership dedicated to serving, supporting, and uplifting our youth in South Santa Clara County (Morgan Hill, Gilroy, and the unincorporated town of San Martin). This collaboration includes local governments, school districts, community and faith-based organizations, and law enforcement agencies. SCYTF's work is guided by its Mission and Vision:

Mission: To promote a safe and nurturing community that creates and ensures sustainable access to opportunities, resources, and services for South County youth and their families, while empowering their voice and supporting their growth and success.

Vision: A community that is safe and free of youth violence where young people are strong, thriving and connected to their families, schools, and neighborhoods.

ANALYSIS

The school-based services are offered throughout the Gilroy Community for youth ages 9-17 and young adults ages 18-20 to prevent violence. Services are prioritized for youth who live in opportunity neighborhood with high disparities (e.g., poverty, food insecurity, gang exposure, violence, drugs); are on probation or impacted by gang involvement; and/or fall within the spectrum from At-Promise (At-Risk) to High-Promise (High-Risk) Youth. SCYTF school-based programs offers alternative options for youth to be able to access services and programs in their schools and that are at free cost.

These youth services are part of the South County Project II THRIVE (Transformation and Hope, Resiliency, Integrity, Voice & Engagement) Project, in effort to prevent and reduce juvenile delinquent behaviors, prevent/ reduce recruitment of youth into gangs and prevent/ reduce youth violence in South Santa Clara County per the 2023-2026 SCYTF Strategic Plan.

On September 3, 2025, Request for Proposals (RFP), 25-RFP-PD-523, was published on the City of Gilroy's website soliciting proposals from Community-Based Organizations (CBOs) to provide professional consulting services for the SCYTF

School-Based Services. A total of three proposals were received.

Proposals were received from three vendors:

1. Pacific Clinics
2. Catholic Charities of Santa Clara County
3. Youth Alliance

A scoring committee reviewed and ranked the proposals received based on the criteria identified in the RFP. Based on the scoring proposals, Youth Alliance was determined to be the most qualified vendor for this assignment due to their understanding and approach to the project, proposed scope of services, qualifications, capacity to provide qualified personnel, and project cost-effectiveness.

ALTERNATIVES

Council could reject the award of contract to Youth Alliance. Staff does not recommend this option as it would mean the SCYTF Strategic Plan to deliver school-based youth services and the continuation of the youth programs will be impacted.

FISCAL IMPACT/FUNDING SOURCE

The proposed agreement with Youth Alliance is for \$130,105.14. Funding for this project is provided by the South County Youth Task Force's contributing agencies, including the District Attorney's Office, Gilroy Unified School District, and Santa Clara County Library District.

PUBLIC OUTREACH

NEXT STEPS

If approved by Council, the agreement will be executed, and preparations will be made to begin providing services to youth.

Attachments:

1. Youth Alliance- City of Gilroy Agreement School-Based Youth Services 11.10.25

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

This AGREEMENT made this 9th day of December, 2025, between:

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

and CONSULTANT: Youth Alliance, having a principal place of business at 310 4th St. Ste 101 Hollister, CA 95023.

ARTICLE 1. TERM OF AGREEMENT

This Agreement will become effective on December 9, 2025 and will continue in effect through December 31, 2026 unless terminated in accordance with the provisions of **Article 7** of this Agreement.

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

Initial

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE 3. SERVICES TO BE PERFORMED BY CONSULTANT

A. Specific Services

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

B. Method of Performing Services

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

C. Employment of Assistants

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

D. Place of Work

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

ARTICLE 4. COMPENSATION

A. Consideration

In consideration for the services to be performed by CONSULTANT, CITY agrees to pay CONSULTANT the amounts set forth in **Exhibit "D"** ("Payment Schedule"). In no event however shall the total compensation paid to CONSULTANT exceed \$130,105.14.

B. Invoices

CONSULTANT shall submit invoices for all services rendered.

C. Payment

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

D. Expenses

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

ARTICLE 5. OBLIGATIONS OF CONSULTANT

A. Tools and Instrumentalities

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

B. Workers' Compensation

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

C. Indemnification of Liability, Duty to Defend

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

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

D. Insurance

In addition to any other obligations under this Agreement, CONSULTANT shall, at no cost to CITY, obtain and maintain throughout the term of this Agreement: (a) Commercial Liability Insurance on a per occurrence basis, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of \$1,000,000 per occurrence for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property, including the loss of use thereof; and (b) Professional Liability Insurance (Errors & Omissions) with a minimum coverage of \$1,000,000 per occurrence or claim, and \$2,000,000 aggregate; provided however, Professional Liability Insurance written on a claims made basis must comply with the requirements

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

E. Assignment

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

F. State and Federal Taxes

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

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

ARTICLE 6. OBLIGATIONS OF CITY

A. Cooperation of City

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

B. Assignment

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

ARTICLE 7. TERMINATION OF AGREEMENT

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

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

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

B. Termination by City for Default of Consultant

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

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

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

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

C. Termination for Failure to Make Agreed-Upon Payments

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

D. Transition after Termination

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

ARTICLE 8. GENERAL PROVISIONS

A. Amendment & Modification

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

B. Americans with Disabilities Act of 1990

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

C. Attorneys' Fees

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

attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

D. Captions

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

E. Compliance with Laws

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

F. Conflict of Interest

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

G. Entire Agreement

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

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

H. Governing Law and Venue

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

I. Notices

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

J. Partial Invalidity

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

K. Time of the Essence

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

L. Waiver

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

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

CONSULTANT:

Youth Alliance

CITY:

CITY OF GILROY

By: _____

Name: Eduardo Navarro

Title: Chief Operating Officer

By: _____

Name: Brad Kilger

Title: Interim Administrator, City of
Gilroy

Social Security or Taxpayer

Identification Number 77-0377245

Approved as to Form

ATTEST:

City Attorney

City Clerk

EXHIBIT “A”
SPECIFIC PROVISIONS

I. PROJECT MANAGER

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

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

II. NOTICE TO PROCEED/COMPLETION OF SERVICE

A. NOTICE TO PROCEED

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

B. COMPLETION OF SERVICES

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

III. PROGRESS SCHEDULE

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

IV. PAYMENT OF FEES AND DIRECT EXPENSES

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

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

V. OTHER PROVISIONS

A. STANDARD OF WORKMANSHIP

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

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

B. RESPONSIBILITY OF CONSULTANT

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

C. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

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

D. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data (including, but not limited to, computer data and source code), drawings, descriptions, documents, discussions or

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

E. NO PLEDGING OF CITY'S CREDIT.

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

F. OWNERSHIP OF MATERIAL.

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

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

G. NO THIRD PARTY BENEFICIARY.

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

H. NOTICES.

Notices are to be sent as follows:

CITY:	<u>Sandra Cruz, SCYTF Coordinator</u>
	City of Gilroy
	7351 Rosanna Street
	Gilroy, CA 95020

CONSULTANT: Eduardo Navarro, COO
Youth Alliance
310 4th. St. Hollister CA 95023

I. FEDERAL FUNDING REQUIREMENTS.

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

1. DBE Program

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

2. Cost Principles

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

3. Covenant against Contingent Fees

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

EXHIBIT “B”

SCOPE OF SERVICES

CONSULTANT Youth Alliance (YA) will coordinate and provide services, outlined and specified in reporting data outlined below, necessary for program evaluation: ie. monthly progress and quarterly financial reporting utilizing Program Activity Report (PAR), Units of Service Workbook (OUS) report and invoicing format; as well as ongoing program improvement, to the City of Gilroy in a timely matter. This program is part of the South County Project II THRIVE (Transformation and Hope, Resiliency, Integrity, Voice & Engagement) Project, in effort to prevent and reduce juvenile delinquent behaviors, prevent/ reduce recruitment of youth into gangs and prevent/ reduce youth violence in South Santa Clara County. Service delivery time frame: December 9, 2025-December 31, 2026.

CONSULTANT Youth Alliance shall complete the following services:

1. Case Management (Life Coaching) and Intervention Support.

- A total of 15 unduplicated youth in strategically identified Gilroy Unified District schools, as recommended by GUSD and SCYTF trends. Youth will be referred by GUSD, SCYTF, MDT, and up to 10 youth (duplicated) from Evidence-Based Groups. Total youth to receive Case Management services is 25.
- Youth will receive weekly sessions up to 6 months.
- Maintain a written and/or electronic individualized client file documenting progress, assessments, and services plans.
- Use retrospective surveys to assess effectiveness of services.
- Both parties agree to act in good faith to fulfill the intent and obligations of this Agreement. YA’s ability to perform case management services for up to fifteen (15) unduplicated, school-referred youth is expressly contingent upon the timely and appropriate referral of eligible youth by the GUSD, MDT and/or SCYTF.

Youth Alliance shall not be held liable or in breach of this Agreement if, SCYTF in partnership with GUSD and MDT fail to identify, refer, or maintain a sufficient number of eligible youth necessary to meet the referral target. YA agrees to notify the SCYTF Coordinator in writing if they are struggling in meeting their CM numbers at least 6 months before the end of this agreement to work on a collective plan to meet this deliverable. If plan does not work, YA’s obligation shall be deemed satisfied upon the successful enrollment and case management of a minimum of ten (10) youth referred through evidence-based groups or other eligible referral sources, as applicable.

SCYTF agree to exercise due diligence in identifying and referring youth who meet the established criteria for participation. Failure to make such referrals shall not constitute nonperformance or negligence on the part of YA. Each party agrees to communicate promptly and collaboratively to

address any challenges that may impact referral flow, participant eligibility, or program implementation.

2. Eight (8) Evidence-Based, Culturally Responsive Youth Groups:

- Implement eight (8) evidence-based or life skills youth groups throughout the 12-month contract period (e.g., El Joven Noble, Xinachtli Rights of Passage, Cara Y Corazon; Life Skills Programs, such as Why Try, BOTVIN groups, Restorative Justice based groups, or any other pre-approved curricula (curriculum must be submitted for approval).
- Groups should be distributed over the year in selected Gilroy Unified District schools, as recommended by GUSD and SCYTF (e.g., 4 in the fall/ winter and 4 in the spring/summer).
- Each group will serve a minimum of 7 unduplicated youth, with a total of at least 56 unduplicated individuals served across all groups.

3. Outreach, Community Engagement and Intervention Support Services

- Provide outreach and intervention supports at identified key schools.
- Facilitate at least one (1) Peace/Community Building Circle series at a identified school site.
- Conduct Outreach a minimum of two (2) days per week at assigned locations for at least four (4) hours per day. Locations will vary depending on the need.

4. Secondary Crisis Response

- Support identified schools in maintaining a positive, restorative, and safe culture.
- Provide crisis response and intervention before, during, or after school, and/or in the community.
- Activities may include outreach, restorative circles, one-on-one support, and participation in Multi-Disciplinary Team meetings (MDTs) or youth advocacy sessions.
- Crisis Response and Intervention Support can happen before, during or after school, and/ or in the community.

5. Provide Linkage and Referral

- Provide referrals and connections to relevant community and county services and resources as needed.
- Provide linkage to the Community-Based Gilroy Late Night Gym THRIVE Program as needed for identified youth

6. Collaboration and Participation

- Participate in Monthly Technical Team, Multi-Disciplinary Team (MDT) and ad hoc Violence Disruption meetings (as needed).

- Lead or co-chair at least one (1) Tech Team subcommittees.
- Collaborate with the City of Gilroy, GUSD, SCYTF South County Technical Team, and other local partners that have an SCYTF MOU, to advance shared goals of violence prevention, neighborhood safety and restorative practices.

7. Program Evaluation and Reporting

- Serve 71 unduplicated youth across all services using the City-provided Units of Service Workbook.
- Conduct entrance and exit surveys to measure changes in behavior, attitudes, and overall well-being.
- Submit the following documentation regularly:
 - Monthly calendars of programs/ activities
 - Sign-in sheets
 - Survey results (pre/ post and/or retrospective)
 - Narrative and data-driven reports
 - Monthly updates to SCYTF Administration and Schools
 - Any other requested measurable deliverables

8. Outreach and Branding Support

- Coordinate with the SCYTF Administration Team and Monthly MDTs, for outreach, collaboration, and co-branded activities and materials.
- Post all workshops and event flyers pertaining to this work on the SCYTF website.
- Work to further the goals and efforts of building a restorative community and preventing and de-escalating youth violence and anti-social behaviors in South County
- Conduct entrance and exit surveys at the end of services (as they pertain to the strategy) to measure changes in behavior and well-being.
- Submit the following documentation monthly: narrative/reports, calendars, sign-in sheets, City-provided units of service workbook and other measurable metrics to prove expected deliverables are met with SCYTF Administration.

9. Must provide a client list (First Initial and Last Initial) that includes the following:

i. Name of youth served;

- ii. Include assigned Probation File Numbers for Youth (if applicable);
- iii. Date of birth of youth served;
- iv. Start date of when youth started receiving services;
- v. End date of when youth stopped receiving services;
- vi. ZIP Code of youth served (if available);
- vii. Ethnicity of youth served (if available); and
- viii. Hours of service per youth by activity type.

10. Groups: Maintain and submit sign-in sheets monthly to track participation, Monthly Units of Service Reports, and pre/post surveys on the start and end of groups.

11. Participate in contract monitor meetings every other month and attend other necessary meetings and activities and have the flexibility to attend necessary meetings and activities as they arise, which may occur outside of traditional 8:00 a.m. to 5:00 p.m., Monday through Friday work hours.

12. Population to be served: children and young adults (Youth between the ages of 10-24 (any gender or non-binary), who reside or attend school in Gilroy (zip code areas 95020 and 95021) and can fall in one or more of the following categories:

i. At Promise (At-Risk) Youth”: Defined as youth who live in or attend schools in low-socio economic areas, referred to as “Hot Spots” within the first Strategic Plan that exhibit Stability Needs; Potential Harm to Self or Others; Offending Behavior; Trauma History/ Lack of Healthy Coping Abilities and Re-Victimization Risk,

ii. High–Promise (High-Risk) Youth: Defined as youth exhibiting high risk behavior(s) related to gang lifestyles, re-offending and/or participating in gang intimidation or behaviors associated with violence. This category distinguishes from “at-risk” population in that it generates additional characteristics demonstrating social-risk factors and level of intensity.

iii. “Youth who demonstrate to be severely impacted/gang intentional”: Social circle is integrated into intergenerational gang-membership environment and/or affected by intergenerational drug use youth self-identified, and/or are arrested for gang-related incidents or acts of violence through the justice system.

13. Have the needed level of flexibility to attend necessary meetings, including monthly, Technical Team meetings and impromptu climate and crisis meetings; and have ability to work weekends (with 30 day advanced notice) for important or large events and evenings as deemed necessary to carry out successful coordination of project services.

14. Transport of Youth: Transportation can only occur after all necessary insurance(s) have been completed and insurances and waivers meet all necessary insurance guidelines. One-to-one driving

is not allowed. Consultant and youth in transport must be of the same gender, or there may be another staff member in the car of the opposite gender. This may include City of Gilroy staff. A guardian/parental permission slip must be signed each time a youth enters CONSULTANT'S vehicle. If transportation occurs under life coaching/case management, all intake paperwork must be up to date and the two-to-one ratio must be enforced. Contact of youth and transportation must follow County and City procedures.

15. Locations of services will occur at the identified schools, as deemed appropriate per client need. Contact of client and transportation must follow County and City procedures.

EXHIBIT “C”

MILESTONE SCHEDULE

Management Plan

Youth Alliance (YA) is uniquely positioned to deliver the THRIVE project scope of work with a proven history of supporting vulnerable youth across South County. For over a decade, YA has partnered with Gilroy Unified School District (GUSD), Morgan Hill Unified School District (MHUSD), and the South County Youth Task Force (SCYTF) to implement culturally responsive and evidence-based programming that addresses youth violence prevention, case management, leadership development, and restorative practices. YA currently serves more than 2,300 youth annually through all its programs and has connected with thousands of youth throughout the years with THRIVE-sponsored groups, demonstrating our capacity to replicate and expand this work with measurable outcomes.

YA has successfully executed programs with similar scopes of work, including case management (life coaching), mentorship, systems navigation, and re-entry planning. Our staff provide individualized support to youth impacted by poverty, food insecurity, violence, substance abuse, and gang involvement. This includes one-on-one life coaching sessions, youth groups, re-entry planning for justice-involved youth, and warm referrals to educational, mental health, housing, and job training resources. In parallel, YA has facilitated evidence-based youth groups such as El Joven Noble, Xinachtli, Cara y Corazón, BOTVIN LifeSkills, Why Try, and Restorative Justice circles. Each of these initiatives has been fully implemented in collaboration with schools, community centers, and law enforcement partners, reinforcing YA’s ability to manage and deliver complex, multi-layered projects.

Timeline of schedule of events is subject to change and may include, but not limited to:

Phase I of the project consists of our OLLIN (Organizing Leaders to Learn, Inform and Nurture) and Xinachtli youth leadership development workshops.

- Weekly Youth Leadership development workshops (12 week session). Our goal

is to have 60 unduplicated high-risk, at-risk 9-24 year old participants.

- Develop the positive potential/social capital of youth at-risk of substance use into youth leaders with valuable life skills, strong sense of self-worth, and self-empowerment.

Phase II of the project consists of the HEROES (Honorable Educators Respecting, Organizing & Exemplifying Success) youth leadership advocacy group.

- Participants will be youth who have graduated from our Phase I groups as well as fresh referrals of students who are trending towards leadership roles at the outset.
- 24-week leadership development program which takes on students from Phase I as well as fresh referrals of students who are trending towards leadership roles at the outset. The result is a dynamic peer group designed to foster peer mentorships and facilitate new perspectives and unlikely relationships. Our goal is to have 20 unduplicated high risk, at-risk 9-24 year old participants.
- Research issues of substance abuse, assess the nature of problems within their immediate community.

Phase III of the project consists of the LIT (Leaders in Training) and HYPE (Healthy Youth Promoting Education) positive youth development framework.

- Drop Zone (Drop-in Center): Ongoing drop in center services at our Gilroy Youth Impact Center, yearly, evening, recreation, art, and positive youth activities aiming to serve a total of 25 unduplicated youth per year.
- Leaders in Training (LIT): 12 week session of leadership training and development while also coaching and mentoring OLLIN and Xinachtli groups. LIT will also focus on youth governance models and a community strategy to amplify youth voice.

PROJECT SCHEDULE

(December 2025/January 2026)

- Program Launch and Onboarding
 - Kickoff meetings with SCYTF, GUSD, and partners.

Confirm school sites and finalize referral process.

- Staff alignment and refresher trainings (trauma-informed care, RJ, case management).

- Outreach and Engagement

- Begin 2x weekly school-site outreach (4+ hours each).

- Relationship-building with students, parents, and staff.

- Enroll initial case management cohort (8–10 youth).

- Youth Groups (Pilot Launch)

- Launch 1–2 groups before winter break (smaller scale).

- Deliverables: Activity calendars, enrollment updates, initial survey data, SCYTF updates.

Note: Youth availability decreases in mid-December due to family holiday travel.

Winter 2026 (January – March)

- Case Management Expansion

- Weekly one-on-one sessions for active caseload.

- Increase to 15–20 youth enrolled.

- Youth Groups (Core Delivery Phase)

- Implement 3 evidence-based/life skills groups (10+ youth each).

- Strongest window for consistent attendance before spring break.

Youth Alliance - SCYTF School-Based Youth Services 25-RFP-PD-523 9

- Community Building & Crisis Response

- Facilitate Peace/Community Building Circle series at a selected school site.

- Provide crisis response as needed, including MDT participation.

- Deliverables: Monthly reports, sign-in sheets, entrance surveys.

Spring 2026 (April – June)

- Case Management Continuation

- Maintain caseload (up to 24 youth).

- Begin re-entry planning for graduating or transitioning youth.
- Youth Groups (Completion of School-Year Cohorts)
 - Run final 2 school-year groups before end of semester.
 - Reach cumulative total of at least 60–70 unduplicated youth served through groups.
- Outreach and Linkage
 - Promote and support connections to Late Night Gym THRIVE program.
 - Ensure continuity of support for graduating youth.
- Deliverables: Monthly reports, survey collection, SCYTF updates.

Note: After mid-June, school access is limited due to summer break and youth travel.

Summer 2026 (July – mid-August)

- Modified Summer Engagement
 - Lighter outreach at parks, libraries, and the Youth Impact Center.
 - Maintain check-ins with active case management youth where possible.
 - Offer 1 flexible summer youth group or workshop (smaller enrollment expected).
- Deliverables: Outreach logs, attendance sheets, survey updates.

Note: Expect reduced attendance due to travel to Latin America and family obligations.

Fall 2026 (September 2026 – December, 2026)

- Final Engagement and Transition Planning
 - Outreach and engagement as school year resumes.
 - Support transition of new referrals into school-based supports or partner services.
 - Focus on continuity rather than starting a new full cohort.
- Wrap-Up and Reporting
 - Conduct exit surveys and retrospective evaluations.
 - Finalize Units of Service workbook, monthly activity calendars, and comprehensive report.
 - Participate in closing SCYTF meetings and subcommittee debriefs.

- Peak program activity will take place January through May 2026 , when youth are most consistently available.
- Winter and summer breaks will be used for lighter outreach, continuity check-ins, and targeted activities, but not large group launches.
- The contract end date (October 2026) makes it unrealistic to begin a new full cohort in the fall. Instead, YA will focus on continuity of services, transition planning, and preparing youth for linkage to ongoing programs.

Summary of Group Delivery

- Fall 2025: 2 cohort
- Winter 2026: 3 cohorts
- Spring 2026: 3 cohorts
- Summer 2026: 1 cohort (optional/shortened)

Total : 8 confirmed cohorts, 9 if summer is included, allowing flexibility to meet the 8 total required (by running 2 groups simultaneously in fall, winter or spring if needed)

EXHIBIT “D”

PAYMENT SCHEDULE

EXHIBIT “D”

PAYMENT SCHEDULE

A. Compensation to CONSULTANT Youth Alliance shall be contingent upon successful completion of the services outlined in EXHIBIT B, SCOPE OF SERVICES. A statement of all professional services outlined under this AGREEMENT shall be prepared by CONSULTANT Catholic Charities of Santa Clara County and submitted to the City of Gilroy on or before the 10th day of the month, following the billing month, following completion of each of the Services identified in EXHIBIT B. If the services have been completed to the satisfaction of the City of Gilroy, the CITY shall make payment to the CONSULTANT within thirty (30) business days after receipt of the statement and approval thereof.

B. The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT shall not exceed \$130,105.14 CONSULTANT to successfully complete the project within the 12 month period. Reimbursement will be based on work completed, per budget specifications.

C. Any hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY. All contract deliverables needed for payment are stated in Exhibit B and include the completion of a monthly invoice, with relevant direct expenses back up, monthly narrative and statistical reporting to show measurement for successful targeted youth intervention, groups and pro-social activities in pre-designated areas.

Quarterly invoicing will include direct expenses for reimbursement, such as allowable overhead and supervision, direct expenses, i.e. cell phone and mileage reimbursement for positions, wages, supplies, training, costs for pro-social activities and healthy food expenses. Any additional direct expenses will not be reimbursed by the CITY.

Quarterly invoices and all back up documentation (monthly calendars, PAR monthly report, staff timesheets, agency invoice, OUS workbook, and Narrative report) will be submitted to the CITY by the 8th day of the next month, as follows or the Friday prior to, if the 8th falls on a weekend, the invoice is due the following Monday, no later than 12:00 PM. An exception will be the last monthly invoice as the City funder requests the final invoice prior to the month's end:

Quarters	Invoice Deadline
December 9-31, 2025	January 8, 2026
January 1, 2026- March 31, 2026	April 8, 2026
April 1, 2026-June 30, 2026	June 20, 2026
July 1, 2026-September 30, 2026	October 8, 2026
October 1, 2026- November 4, 2026	December 8, 2026

December 1- 31, 2026

January 8, 2026

Please allow up to 30 business days between submittal of invoice and confirmed back up verification for the processing of payment. Back up includes but it not limited to any of the following: timecard for program coordinator, sign in sheets for services and programs sponsored by this agreement, fliers and brochures, pictures for program activities, meeting agendas and notes, and any other documentation related to the any of the diversion program activities. Invoices will be returned if necessary back up is not attached and timing of check processing will be paused.

D. BUDGET - Youth Alliance

Total Program Budget \$130,105.14

Youth Alliance

Personnel	FTE	Rate	Annual Salary	Total
Case Manager	1.00	\$35.50	\$73,840.00	\$73,840.00
Outreach Specialist	0.25	\$26.50	\$55,120.00	\$13,780.00

Fringe

Fringe Benefits at 27% \$23,657.40

Subtotal Personnel \$111,277.40

Non Personnel	Qty.	Unit Price	Total
Program Supplies/Equipment	1	\$3,000.00	\$3,000.00
Incentives	1	\$2,500.00	\$2,500.00
Training	1	\$1,000.00	\$1,000.00
Travel/Mileage	1	\$500.00	\$500.00

Subtotal Non-Personnel \$7,000.00

Direct Costs \$118,277.40

Indirect Costs at 10% \$11,827.74

TOTAL \$130,105.14



City of Gilroy

STAFF REPORT

Agenda Item Title: Approve the Second Amendment to the Agreement with Cal-West Lighting & Signal Maintenance, Inc. for Streetlight and Traffic Signal Maintenance Services, and Adopt a Resolution Approving a Budget Amendment for the Signal/ Street Light Maintenance Project (Project No. 800340)

Meeting Date: December 8, 2025
From: Brad Kilger, Interim City Administrator
Department: Public Works
Submitted by: John Doughty, Public Works Director
Prepared by: Nisha Patel, City Engineer

STRATEGIC PLAN GOALS: Maintain and Improve City Infrastructure

RECOMMENDATION

1. Approve the Second Amendment to the Agreement with Cal-West Lighting & Signal Maintenance, Inc. for streetlight and traffic signal maintenance services and authorize the City Administrator to execute related documents; and
2. Adopt a budget amendment resolution to appropriate \$215,000 from the VRF Fund (220) for the annual Signal/Streetlight Maintenance Project (Project No. 800340).

EXECUTIVE SUMMARY

The Public Works Department (Department) oversees the operation and maintenance of the City's streetlights, traffic signals, USA dig alert markings, on-call repair services, and other related tasks. The Department does not have internal staff with qualifications to handle the technical tasks nor the equipment necessary. As such, the City utilizes Cal-West Lighting & Signal Maintenance, Inc. (Cal-West), a firm with the specialized qualifications and equipment to complete this critical work. Cal-West provides similar services throughout the Bay Area and has been very responsive to the City with technicians residing in the vicinity of Gilroy.

The approved Fiscal Year 2026 (FY26) contract amount for Cal-West services is

\$354,476. Due to an unusually high number of unanticipated equipment failures, traffic accident-related repairs, and unanticipated SeeClickFix-related service requests during the first half of the fiscal year, the contract amount for FY26 is insufficient to cover costs known and anticipated for the remainder of FY26.

Staff is seeking approval of a budget amendment in the amount of \$215,000.00 to cover anticipated (and some unanticipated) costs during the remainder of the fiscal year. The repairs are critical to maintaining the City's traffic operation and maintenance of the City's streetlights, traffic signals, USA dig alert markings, on-call repair services, and other related tasks.

The approved Fiscal Year 2026 budget for the Signal/ Streetlight Maintenance Project (Project No. 800340) is \$355,000. A \$215,000 budget amendment is needed to fund the contract amendment with Cal-West.

BACKGROUND

The City Council awarded a three-year contract to Cal-West on June 17, 2024. The scope of work included routine maintenance and repairs of the City's streetlights and traffic signals, and responding to calls for USA dig alert markings. The total contract amount for three years was \$1,064,272.

- FY25: \$337,596
- FY26: \$354,476
- FY27: \$372,200
- Total: \$1,064,272

On July 28, 2025, the Fiscal Year 2025 contract budget was amended by \$77,196.31 for a total FY25 budget of \$414,792.31. The equipment covered with the Cal-West agreement includes thirty-three (33) City-owned traffic signal systems, eleven (11) Caltrans - owned traffic signal systems, eleven (11) Rectangular Rapid Flashing Beacon (RRFB) crosswalks, two (2) pedestrian hybrid beacons, four (4) solar-powered speed limit radar signs, one (1) red flashing beacon, seventeen (17) yellow flashing beacons, and more than 4,847 streetlights. The traffic signal and streetlight systems require regular maintenance to ensure optimal performance and safety.

The on-call repair services can include clearing, securing, assessing, repairing, and replacing equipment damaged by vehicle collisions (such as traffic signal poles, foundations, controller cabinets, streetlights, etc.) and replacing stolen wires.

This contract also allows the City to utilize the contractor for the Underground Service Alert (USA) program. This program requires the property owner or operator (i.e., the City) to mark all underground utilities such as traffic loops, electrical conduits, and traffic signal and streetlight systems before any third-party excavations. This service is essential and mandatory.

While the cost of scheduled maintenance is relatively predictable, the on-call repair services due to traffic collisions, power outages, and theft vary in type and frequency from month to month. The addition of the SeeClickFix module to Gilroy Connect in March also contributed to more on-call service demands.

ANALYSIS

Due to an unusually high number of incidents from car accidents requiring repairs and failure of equipment nearing its useful life during FY26, and feedback from Cal-West that additional equipment is expected to fail sooner than originally estimated, the contract amount of \$354,476 for FY26 is not enough to cover the costs anticipated to be incurred in FY26. An additional \$215,000.00 is needed for the contract in FY26 to make repairs and replacements.

The proposed amendment to add \$215,000.00 to the contract for FY26 will ensure the City can continue to provide critical services for the operation and maintenance of the City's streetlights, traffic signals, USA dig alert markings, on-call repair services, and other related tasks. The City does seek reimbursement for damages caused by vehicle accidents from drivers and their insurers. With the amendment to the contract, the total cost of the amended three-year contract with Cal-West will increase from \$1,141,486.31 to \$1,356,486.31. The existing contract with Cal-West is paid for out of the Signal/ Streetlight Maintenance Project, which is funded by the Gas Taxes Fund. A budget amendment of \$215,000 is required to fund the second amendment to the contract with Cal-West, and it is recommended to be appropriated from the Vehicle Registration Fee (VRF) Fund (220).

ALTERNATIVES

Council may choose not to approve the amendment. Staff does not recommend this option.

FISCAL IMPACT/FUNDING SOURCE

The second amendment to the agreement will increase the total not-to-exceed compensation to Cal-West by \$215,000 from \$1,141,486 to \$1,356,486. The existing agreement for Streetlight and Traffic Signal Maintenance is funded by the Gas Taxes Fund (205). Council adopted the FY26 and FY27 budgets on June 2, 2025. Staff recommends appropriating an additional \$215,000.00 from the VRF Fund (220) to the Signal/ Streetlight Maintenance Project (Project No. 800340) for the second amendment to the agreement with Cal-West. Gas Tax Funds in FY26 and FY27 are already committed for other projects and expenditures. There is sufficient fund balance available in Fund 220 to cover the budget amendment. This amendment will not utilize or impact the City's General Fund.

PUBLIC OUTREACH

N/A

NEXT STEPS

Upon City Council's approval, staff will execute the second amendment to the agreement with Cal-West.

Attachments:

1. Resolution
2. Second Amendment Cal-West Lighting and Signal Maintenance

RESOLUTION 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY TO APPROVE A BUDGET AMENDMENT FOR THE SIGNAL/ STREET LIGHT MAINTENANCE PROJECT (PROJECT NO. 800340) AND APPROVE A SECOND AMENDMENT TO THE AGREEMENT FOR SERVICES WITH CAL-WEST LIGHTING & SIGNAL MAINTENANCE, INC.

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

WHEREAS, City Staff has prepared and submitted to the City Council a proposed amendment to said budget for Fiscal Year 2025-2026 for the City of Gilroy in the staff report dated December 8, 2025; and

WHEREAS, City Staff has prepared a Second Amendment to the Agreement for Services with Cal-West Lighting & Signal Maintenance, Inc. for Streetlight and Traffic Signal Maintenance Services, City Project No. 800340.

NOW, THEREFORE, BE IT RESOLVED THAT the appropriations for Fiscal Year 2025-2026 for the Vehicle Registration Fee Fund 220 shall be increased by \$215,000 for Fiscal Year 2025-2026.

PASSED AND ADOPTED by the City Council of the City of Gilroy at a regular meeting duly held on the 8th day of December 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

CAL-WEST LIGHTING & SIGNAL MAINTENANCE, INC.
FOR STREETLIGHT AND TRAFFIC SIGNAL MAINTENANCE

WHEREAS, the City of Gilroy, a municipal corporation (“City”), and Cal-West Lighting & Signal Maintenance, Inc. entered into that certain agreement entitled Agreement for Services for Traffic Signal and Streetlight Maintenance, effective on 7/1/2024, hereinafter referred to as “Original Agreement”; and

WHEREAS, City and Cal-West Lighting & Signal Maintenance, Inc. have determined it is in their mutual interest to amend certain terms of the Original Agreement.

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

1. Article 4, Section A (Consideration) of the Original Agreement shall be amended to read as follows: 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 \$1,356,468.31 (three-year contract).
3. This Amendment shall be effective on 1/1/2026
4. Except as expressly modified herein, all of the provisions of the Original Agreement shall remain in full force and effect. In the case of any inconsistencies between the Original Agreement and this Amendment, the terms of this Amendment shall control.
5. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

CITY OF GILROY

CAL-WEST LIGHTING & SIGNAL
MAINTENANCE, INC.

By: _____
[signature]

Brad Kilger

[employee name]

Interim City Administrator

[title/department]

By: _____
[signature]

Craig H. Geis, Jr

[name]

President

[title]

Date: _____

Date: _____

Approved as to Form

ATTEST:

City Attorney

City Clerk



City of Gilroy

STAFF REPORT

Agenda Item Title: Receive Report Regarding Upcoming 2026 Commission Vacancies per Maddy Act

Meeting Date: December 8, 2025
From: Kim Mancera, City Clerk
Department: Administration
Submitted by: Kim Mancera, City Clerk
Prepared by: Kim Mancera, City Clerk

STRATEGIC PLAN GOALS:

RECOMMENDATION

Accept report.

EXECUTIVE SUMMARY

BACKGROUND

California Government Code Section 54972 (Maddy Act) requires that on or before December 31 of each year, each legislative body shall prepare an appointments list of all regular and ongoing boards, commissions, and committees which are appointed by the legislative body of the local agency. This list is compiled by the City Clerk and is posted on the City's website and outside of City Hall Chambers.

ANALYSIS

Staff is bringing this forward to highlight the 24 open positions, including current vacant positions, on our Boards, Commissions, and Committees effective December 31, 2025. Recruitment for these positions is in progress and appointments are scheduled to be made on January 26, 2026. Additionally, the 2026 Maddy Act is included for those terms

that will end December 31, 2025.

Boards, Committees, and Commissions advise City Council on specific policy issues and provide a conduit for community input on issues pertaining to Gilroy. Serving on a Board, Committee, or Commission offers an opportunity for residents to be involved in the Gilroy Community and contribute to the public process. Information pertaining to each Board, Commission, or Committee can be found on the City's Boards, Commissions, and Committees web page.

ALTERNATIVES

Not Applicable.

FISCAL IMPACT/FUNDING SOURCE

None. The task is accommodated within existing resources and is an annual workplan within the City Clerk's office, which is funded by the General Fund.

PUBLIC OUTREACH

This report serves to inform the public of the upcoming board, commission, and committee vacancies.

NEXT STEPS

Attachments:

1. Maddy Act Terms Ending 2026



**LOCAL APPOINTMENTS LIST OF BOARD / COMMISSION
TERMS EXPIRING IN 2026**

NECESSARY QUALIFICATIONS FOR ALL BOARDS AND COMMISSIONS:
Must be a qualified registered Elector of the City of Gilroy (except Youth Commission)

PROPOSED APPOINTMENT DATE FOR TERMS EXPIRING December 31, 2026:
January 2026 (except for Youth Commission, June and September 2026)

ARTS AND CULTURE COMMISSION 4-Year Terms		
Seven (7) Member Body Commission. Regular Meetings are held 2 nd Tuesday of each month at 6:30 p.m.		
Commissioner	Term Start	Term Expires
N/A		

BUILDING BOARD OF APPEALS 4-Year Terms		
Five (5) Member Body Board. Regular Meetings are held when necessary. The Board comprises four persons qualified by experience and training, and one public member.		
N/A		

LIBRARY COMMISSION 4-Year Terms		
Five (5) Member Commission. Regular Meetings are held on the 2 nd Wednesday of each month at 7:00 p.m.		
Commissioner	Term Start	Term Expires
N/A		

OPEN GOVERNMENT COMMISSION 4-Year Terms		
Five (5) Member Commission. Regular Meetings are held quarterly on the second Thursday of each year at 6:00 p.m.		
Commissioner	Term Start	Term Expires
N/A		

PARKS AND RECREATION COMMISSION 4-Year Terms		
Seven (7) Member Commission. Regular Meetings are held on the 3 rd Tuesday of each month at 6:00 p.m.		
Commissioner	Term Start	Term Expires
N/A		

PERSONNEL COMMISSION 4-Year Terms		
Five (5) Member Commission. Regular Meetings are held on the 4 th Monday of each month at 5:30 p.m.		
Commissioner	Term Start	Term Expires
N/A		

PHYSICALLY CHALLENGED BOARD OF APPEALS 4-Year Terms		
Five (5) Member Board. Regular Meetings are held when necessary at 10:00 a.m.		
Board Member	Term Start	Term Expires
N/A		

PLANNING COMMISSION 4-Year Terms		
Seven (7) Member Commission. Regular Meetings are held on the 1 st Thursday of each month at 6:00 p.m.		
Commissioner	Term Start	Term Expires
N/A		

YOUTH COMMISSION 2-Year Terms		
11-Member Commission. Regular Meetings are held on the 2nd Monday of each month of the school year at 6:00 p.m.		
Commissioner	Term Start	Term Expires
Jacob Ortega	08/19/2024	09/30/2026
Anna Nguyen	08/19/2024	09/30/2026
Thanmay Sarath	09/01/2024	06/30/2026
Benedict Pham	08/04/2025	06/30/2026
Maya Sanchez	08/04/2025	06/30/2026



City of Gilroy

STAFF REPORT

Agenda Item Title: Authorization for Council Member Travel to the League of California Cities 2026 Mayors and Council Members Academy

Meeting Date: December 8, 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

Council approve the travel of Council Member Ramirez to attend the 2026 Mayors and Council Members Academy.

EXECUTIVE SUMMARY

BACKGROUND

The League of California Cities provides a training after each election for new mayors and council members to attend to learn critical knowledge about the roles, responsibilities, authorities and limitations of being a member of a city council. In 2026, the academy will be held in Sacramento.

ANALYSIS

The 2026 Mayors and Council Members Academy sessions run from January 21-23 in Sacramento. Staff has secured registration for Council Member Ramirez in the Sacramento session. Pursuant to the Travel Policy adopted by the City Council, the travel of any member of the City Council must be approved by the Council.

Estimated costs for Council Member attendance of the academy include the following:

- Event registration- \$675
- Hotel reservation – \$550
- Travel
 - Sacramento – Mileage Reimbursement – \$205.80 (294 miles at the IRS mileage rate of \$0.70 per mile)
- Per Diem – \$232 (per the U.S. General Services Administration rate for Sacramento)

The total estimated cost will be \$1,665.

ALTERNATIVES

Council may approve or reject the travel request. Staff recommends approval, as this training will provide information that will be essential in the performance of City Council duties.

FISCAL IMPACT/FUNDING SOURCE

The estimated cost for one Councilmember to attend the Academy is \$1,665. The Fiscal Year 2026 adopted budget has sufficient General Fund appropriations for professional development to accommodate this expenditure; thus, no budget action by the Council is required.

PUBLIC OUTREACH

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

NEXT STEPS

If approved, staff will complete any pending reservations and per diem payments for the travel and training.

Attachments:

None



City of Gilroy

STAFF REPORT

Agenda Item Title: Adopt an Ordinance to Amend Board and Commission Terms and Appointment Process

Meeting Date: December 8, 2025

From: Brad Kilger, Interim City Administrator

Department: Administration

Submitted by: Kim Mancera, City Clerk

Prepared by: Kim Mancera, City Clerk

STRATEGIC PLAN GOALS:

RECOMMENDATION

Adopt 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.

EXECUTIVE SUMMARY

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

On November 17, 2025, the City Council approved the introduction of the proposed ordinance by a vote of 6-0-1 (one absent).

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.

ANALYSIS

The City Council is now being asked to adopt the proposed amendment to the Board and Commission terms and appointment process ordinance previously discussed at the November 17, 2025, City Council meeting. Once adopted, the ordinance will take effect thirty (30) days from the date of adoption, or January 7, 2026.

ALTERNATIVES

The Council may choose not to adopt the ordinance. This is not recommended as the 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

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

The City Clerk will update all records and recruitment materials accordingly.

Attachments:

1. Proposed 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 the two (2) Personnel Commissioners currently set to 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 currently set to expire on December 31, 2025, by two (2) years, to expire December 31, 2027; and

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; and

WHEREAS, 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. **Administrative Efficiency:** Conducting board and commission recruitments in odd-numbered years avoids overlapping with City Council elections, reducing staff workload and scheduling conflicts.
5. **Improved Recruitment Participation:** Community members are more likely to engage in recruitment processes when not coinciding with election season and related civic activities.
6. **Consistency and Transparency:** A uniform expiration cycle across all boards and commissions simplifies public communication, appointment planning, and recordkeeping.
7. **Operational Continuity:** Extending current terms by one year and ensuring timely vacancy recruitment prevents service interruptions and preserves institutional knowledge.

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. 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 7. 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: Authorize the Surplus of Sixteen Vehicles/Equipment and Authorize the Disposal of the Surplus by Auction

Meeting Date: December 8, 2025
From: Brad Kilger, Interim City Administrator
Department: Administrative Services
Submitted by: LeeAnn McPhillips, Assistant City Administrator/HR Director
Prepared by: Walter Dunkel, Fleet and Facilities Superintendent, LeeAnn McPhillips, Assistant City Administrator/HR Director

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

Authorize the surplus of sixteen vehicles and equipment and authorize the disposal of the surplus through auction.

EXECUTIVE SUMMARY

Through recent vehicle and equipment replacements, the City has built up a surplus of vehicles and some equipment that are well past their useful life. Since they no longer serve a purpose for the City, it is appropriate to dispose of them through auction, which yields a small return to the Fleet Fund.

BACKGROUND

Under Gilroy City Code Section 2.43(c)(6), the sale of personal property with an estimated value in excess of \$10,000 shall require the approval of the City Council prior to sale. The Fleet Division has identified a list of 16 vehicles and equipment ("vehicles") recommended for disposition. The list is attached to this staff report. The 16 vehicles include a Caterpillar loader, equipment not typically considered a vehicle. The vehicles and equipment have reached the end of their useful life and have either been replaced or deemed unnecessary for current operations. Using the previous auction sales results for similar vehicles, Fleet estimates the total value of these vehicles and equipment to

be \$48,300. Once approved, as with prior vehicle surpluses, Fleet will coordinate with our contracted auction company to dispose of the vehicles.

ANALYSIS

n/a

ALTERNATIVES

Council may:

1. Declare the vehicles as surplus and authorize staff to dispose of them through auction. **Recommended.** The auction process is the most cost-effective and efficient method available at this time, and the vehicles are outdated and of limited/no usability for City purposes.
2. Chose not to declare the vehicles as surplus. **Not recommended.** This would cause an accumulation of vehicles to occupy needed space at the Fleet facility or other City storage areas. Additionally, a delay in disposing of these assets will reduce the potential recovery of value as revenue from their sale.
3. Choose to surplus the items, but not authorize disposal through auction. **Not recommended.** While the City could place the vehicles for sale through direct purchase, the benefit would be limited by the staff time required to manage the sale of each individual vehicle, as well as the cost of advertising each vehicle.

FISCAL IMPACT/FUNDING SOURCE

Fleet estimates the value of the surplus to be \$48,300. An undetermined portion of this amount will return to the City as revenue for the Fleet Fund. Due to the nature of auction dispositions, the amount of revenue will not be known until the assets are sold.

PUBLIC OUTREACH

n/a

NEXT STEPS

The next step is to notify our contracted auction company, to transport the vehicles and equipment for auction. All equipment has already been removed from the vehicles. This will clear needed space for other vehicles and equipment, eliminating a stockpile of unsightly vehicles.

Attachments:

1. Surplus Vehicle List Final 12.8.25 agenda item

Surplus Vehicle and Equipment List

Vehicle Number	Vehicle Type	Year	Odometer	VIN	Est Value
4601	Caterpillar Loader	1978	2,829 Hours	62K9473	\$3,500
3001	Isuzu Box truck	1989	84,011	J8DB4B1H4H8300343	\$2,500
2003	Chevy Silverado 3500 utility	2000	186,703	1GBGC34RXYR230995	\$2,900
2006	Chevrolet Silverado 2500 4x4	2000	84,381	1GCHK24U31E261309	\$3,000
2010	Pointiac Montana MiniVan	2000	62,158	1GMDX03E2YD279293	\$2,400
2104	Chevrolet Silverado 1500	2001	216,843	1GCEK19T01E135695	\$2,500
1220	Chevrolet Camaro Z28	2002	84,381	2G1FP22G922144362	\$6,000
2205	Chevy Blazer	2002	56,630	1GNDT13W42K200392	\$2,400
2302	Chevy Tahoe	2003	114,475	1GNEK13T53J178732	\$2,700
2409	GM Van	2003	104,129	1GNDM19X54B102892	\$2,500
3208	International Dump Truck 4400	2003	48,764	1HTMKAAR63H597064	\$8,000
1505	Toyota Prius	2005	52,347	JTDKB20U853113976	\$3,000
2706	Ford Freestar Minivan	2007	72,987	2FMZA51237BA24993	\$2,000
2815	Chevrolet Tahoe	2008	119,704	1GNFK03058R252454	\$3,000
1901	Nissan Altima (Totaled in accident)	2009	163,753	1N4BL21E89C125576	\$1,000
2925	Ford Explorer (Totaled in accident, parts salvaged)	2019	31,141	1FM5K8AR5KGB23603	\$900
				Total Estimated Value	\$48,300



City of Gilroy

STAFF REPORT

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

Meeting Date: December 8, 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 December 8, 2025 meeting:

- Claim of Antonio Garcia

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 Antonio Garcia for 12.8.25 agenda packet

CLAIM PRESENTED TO THE CITY OF GILROY



Please read the instructions on the back before completing.

Claim #: _____

1. Full Name of Claimant: <u>ANTONIO GARCIA</u> Claimant's Address: <u>8200 SWANSTON LN APT A</u> Claimant's City, State, Zip: <u>GILROY CA 95020</u> Claimant's Email Address: _____ Claimant's Telephone Number, including area code: <u>408-763-6065</u>	Reserved for Filing Stamp ☐ In person ☐ Mailed Police Report # (if applicable) _____						
2. If different from above, address to which notices regarding the claim should be sent (include the name, relationship to the claimant, and other contact information of anyone other than the claimant to whom notices regarding the claim should be sent): <table style="width: 100%;"> <tr> <td style="width: 50%;">First and Last Name</td> <td style="width: 50%;">Relationship to Claimant</td> </tr> <tr> <td>Address</td> <td>City, State, Zip:</td> </tr> <tr> <td>Email:</td> <td>Telephone number, including area code:</td> </tr> </table>		First and Last Name	Relationship to Claimant	Address	City, State, Zip:	Email:	Telephone number, including area code:
First and Last Name	Relationship to Claimant						
Address	City, State, Zip:						
Email:	Telephone number, including area code:						
3. Date (Month/Day/Year) and time the injury, damage, or loss occurred: <u>16-Sep-2025 8:25 am</u>							
4. Specific location where the injury, damage, or loss occurred: <u>Leavesley Rd at Forrest Ave (westbound)</u>							
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? <u>Another car in front of me hit a loose man hole cover and it hit my car, causing damage</u> b. Name(s) and job title(s) of responsible City employee(s), if known. <u>Gilroy Police Officer Latshaw #259</u>							
6. Describe in as much detail as possible the injury, damage, or loss incurred: <u>Left rear wheel/tire damaged. Rear bumper damaged</u>							
7. Claim amount (if less than \$10,000): <u>\$ 3661.22</u>	For amounts \$10,000 and over, please indicate whether the claim would be a limited civil case: ☐ Yes (Limited Civil Case) ☐ No (Unlimited Civil Case)						
8. How did you arrive at the amount claimed? Please attach documentation.							
9. Signature of Claimant or Representative: <u>[Signature]</u> Date Signed: <u>10/10/2025</u>							



City of Gilroy

STAFF REPORT

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

Meeting Date: December 8, 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 December 8, 2025 meeting:

- Claim of Stephanie Moretto

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 Stephanie Moretto for 12.8.25 agenda packet

CLAIM PRESENTED TO THE CITY OF GILROY



Please read the instructions on the back before completing.

Claim #: _____

1. Full Name of Claimant: <u>Stephanie Moretto</u> Claimant's Address: <u>7825 Crews Road</u> Claimant's City, State, Zip: <u>Gilroy CA 95020</u> Claimant's Email Address: <u>Stephaniemoretto@yahoo.com</u> Claimant's Telephone Number, including area code: <u>(408) 600-4111</u>	Reserved for Filing Stamp ☐ In person ☐ Mailed Police Report # (if applicable) <u>25-4122</u>												
2. If different from above, address to which notices regarding the claim should be sent (include the name, relationship to the claimant, and other contact information of anyone other than the claimant to whom notices regarding the claim should be sent): <table style="width: 100%;"> <tr> <td style="width: 50%;">First and Last Name</td> <td style="width: 50%;">Relationship to Claimant</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Address</td> <td>City, State, Zip:</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Email:</td> <td>Telephone number, including area code:</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>		First and Last Name	Relationship to Claimant			Address	City, State, Zip:			Email:	Telephone number, including area code:		
First and Last Name	Relationship to Claimant												
Address	City, State, Zip:												
Email:	Telephone number, including area code:												
3. Date (Month/Day/Year) and time the injury, damage, or loss occurred: <u>9/16/2025 8:11 am Total loss to vehicle requiring a rental car</u>													
4. Specific location where the injury, damage, or loss occurred: <u>Leavesley Road near Monterey Rd. & Forest Street</u>													
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? <u>Driving westbound on Leavesley Rd. in the #3 lane a manhole was not properly sealed and the manhole flipped up totalling the undercarriage of my vehicle. The vehicle was deemed a complete loss & required me to rent a car. This is a shared vehicle owned by my son and I. His name is Connor Woodside</u> b. Name(s) and job title(s) of responsible City employee(s), if known. <u>City of Gilroy</u>													
6. Describe in as much detail as possible the injury, damage, or loss incurred: <u>Due to my vehicle being completely totalled, I had to rent a car from 9/20/25 through 10/17/25, costing a total of \$1125.71. The vehicle is owned by Stephanie Moretto & Connor Woodside (son)</u>													
7. Claim amount (if less than \$10,000): <u>\$ 1125.71</u>	For amounts \$10,000 and over, please indicate whether the claim would be a limited civil case: ☐ Yes (Limited Civil Case) ☐ No (Unlimited Civil Case)												
8. How did you arrive at the amount claimed? Please attach documentation. <u>Receipt from Enterprise Rental Car</u>													
9. Signature of Claimant or Representative <u>[Signature]</u> Date Signed <u>11/18/25</u>													

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:

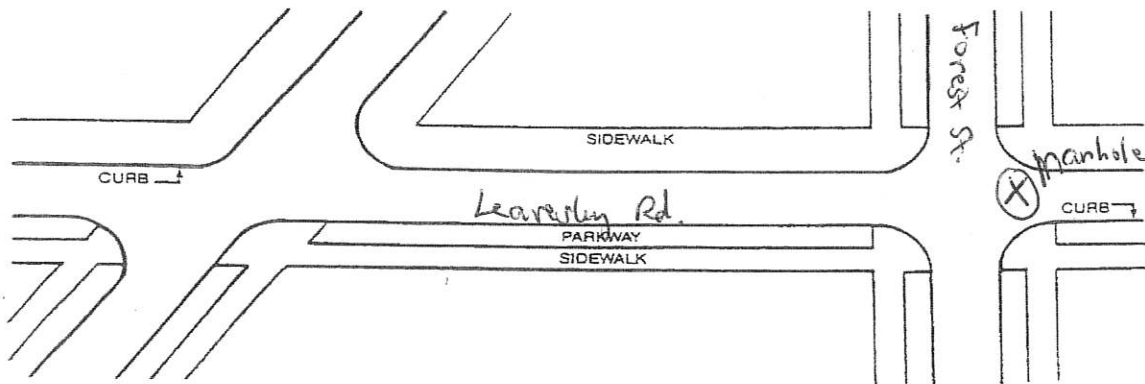
- Claims for death, injury to person or to personal property must be filed not later than six months after the occurrence (Gov. Code Sec. 911.2)
- Claims for damages to real property must be filed not later than 1 year after the occurrence (Gov. Code Sec. 911.2)
- Use the diagram below to provide location 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: Claim of Jeff Scherck (The City Administrator recommends a "yes" vote under the Consent Calendar shall constitute denial of the claim)

Meeting Date: December 8, 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 December 8, 2025 meeting:

- Claim of Jeff Scherck

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 Jeff Scherck for 12.8.25 agenda packet

File With:
City Clerk's Office
7351 Rosanna Street
Gilroy, CA 95020-6141

CITY OF GILROY

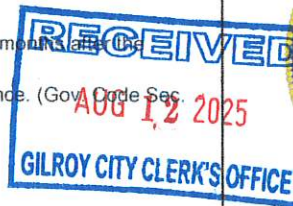
CLAIM FOR DAMAGES

To Person Or Property

CLAIM No. _____

INSTRUCTIONS

1. 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)
2. Claims for damages to real property must be filed not later than 1 year after the occurrence. (Gov. Code Sec. 911.2)
3. Read entire claim before filing.
4. See page 2 for diagram upon which to locate place of accident.
5. This claim form must be signed on page 2 at bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.



TO: CITY OF GILROY

Date of Birth of Claimant

06-25-1961

Name of Claimant

JEFF C. Scherck

Gilroy CA

Occupation of Claimant

Tech - Security

Home Address of Claimant

1360 Cedar Ct

City and State

Gilroy CA

Home Telephone Number

408 595-5482

Business Address of Claimant

N/A

City and State

Business Telephone Number

N/A

Give address and telephone number to which you desire notices or communications to be sent regarding this claim:

1360 Cedar Ct Gilroy CA 95020

Claimant's e-mail address

Jeff.Scherck@gmail.com

When did DAMAGE or INJURY occur?

Date July 22, 2025 Time 1:50 pm

If claim is for Equitable Indemnity, give date claimant served with the complaint:

Date

Names of any city employees involved in INJURY or DAMAGE:

Gilroy Police Department

Where did DAMAGE or INJURY occur? Describe fully, and locate on diagram on reverse side of this sheet. Where appropriate, give street names and address and measurements from landmarks:

1360 Cedar Ct Gilroy CA

The damage was in my backyard. It involved several sections of my fence

Describe in detail the DAMAGE or INJURY occurred:

The police broke several sections of my backyard fence when in the process of apprehending a subject that was barricaded in their home, directly behind my house.

Why do you claim the city is responsible?

The police officers from the city of Gilroy broke my fence

Describe in detail each INJURY or DAMAGE:

Several small sections were removed or broken

SEE PAGE 2 (OVER)

THIS CLAIM MUST BE SIGNED ON REVERSE SIDE

The amount claimed, as of the date of presentation of this claim, is computed as follows:

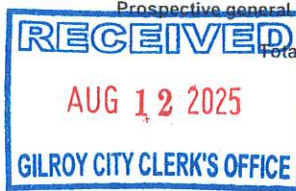
Damages incurred to date (exact):

Damage to property..... \$ _____
Expense for medical and hospital care..... \$ _____
Loss of earnings..... \$ _____
Special damages for..... \$ _____

General damages..... \$ _____
Total damages incurred to date \$ _____

Estimated prospective damages as far as known:

Future expenses for medical and hospital care..... \$ _____
Future loss of earnings..... \$ _____
Other prospective special damages..... \$ _____
Prospective general damages..... \$ _____
Total estimate prospective damages ... \$ _____



Total amount claimed as of date of presentation of this claim: \$ _____

Was damage and/or injury investigated by police? _____ If so, what city? _____
Were paramedics or ambulance called? _____ If so, name city of ambulance _____
If injured, state date, time, name and address of doctor of your first visit _____

WITNESSES to DAMAGE or INJURY: List all persons and address of persons known to have information:

Name _____	Address _____	Phone _____
Name _____	Address _____	Phone _____
Name _____	Address _____	Phone _____

DOCTORS and HOSPITALS:

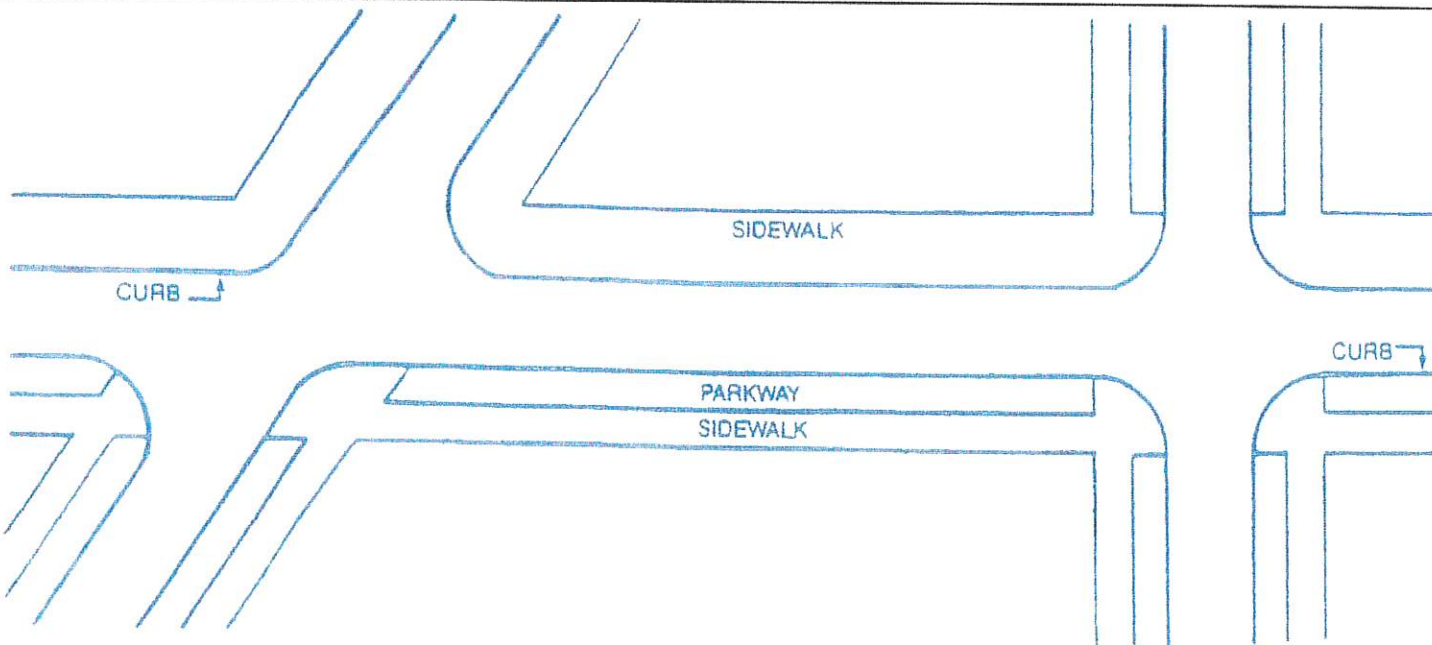
Hospital _____	Address _____	Date Hospitalized _____
Doctor _____	Address _____	Date of Treatment _____
Doctor _____	Address _____	Date of Treatment _____

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.



Signature of Claimant or person filing on his behalf giving relationship to claimant: _____

Typed Name: _____

Date: _____

NOTE: CLAIMS MUST BE FILED WITH CITY CLERK (Gov. Code Sec. 915a). Presentation of a false claim is a felony (Pen. Code Sec. 72)



City of Gilroy

STAFF REPORT

Agenda Item Title: Consider Extending the Urgency Interim Ordinance Prohibiting the Issuance of Tobacco Retailer Permits for a Period of Ten (10) Months and Fifteen (15) Days within the Downtown Specific Plan Area

Meeting Date: December 8, 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: Not Applicable

RECOMMENDATION

1. Determine this action is exempt from environmental review under California Environmental Quality Act (CEQA) pursuant to Section 15262, Section 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the CEQA Guidelines: and
2. Adopt an extension of the Urgency Interim Ordinance established to prohibit the issuance or approval of any new Tobacco Retailer Permit for an additional ten (10) months and fifteen (15) days within the Gilroy Downtown Specific Plan Area.
3. Review, approve and issue the 10-day report as required by Government Code Section 65858(d) for the extension of the temporary moratorium.

EXECUTIVE SUMMARY

The City Council approved an urgency interim ordinance prohibiting new tobacco retailer permits in the Downtown Specific Plan Area for 45 days. Staff recommends extending the moratorium to allow time to develop additional regulations, such as defining “smoke shop” in the City of Gilroy zoning code and determining suitable locations for such a land use. These changes require further study and public hearings

with the Planning Commission and City Council, which cannot be completed before the current ordinance expires on December 17, 2025.

This action would extend the expiration date to November 1, 2026. Staff plans to return to the City Council with a comprehensive zoning code update in 2026, allowing time to address the issue and process the necessary code amendments for tobacco retailer operations.

BACKGROUND

On October 20, 2025, staff was asked to place on the November 3 meeting agenda for City Council consideration an urgency interim ordinance to prohibit new smoke shops in the downtown area. Since the City of Gilroy does not define “smoke shops” within its current zoning code, staff prepared an ordinance prohibiting the issuance of tobacco retailer permits for businesses within the Downtown Specific Plan Area for review.

On November 3, 2025, the City Council voted unanimously to adopt Ordinance No. 2025-08, an urgency interim ordinance of the City of Gilroy prohibiting the issuance of tobacco retailer permits for a period not to exceed forty-five (45) days within the Gilroy Downtown Specific Plan area. The current 45-day temporary moratorium expires on December 17, 2025.

ANALYSIS

California Government Code Section 65858 permits cities to adopt urgency interim ordinances that temporarily prohibit certain uses, such as new tobacco retailer permits, to protect public safety, health, and welfare during the review of proposed general plans, specific plans, or zoning changes. This ability was exercised by the City of Gilroy when Ordinance 2025-08 was adopted in early November 2025.

Pursuant to Government Code Section 65858(d), the City must issue a written report (10-day Report) at least 10 days before the original 45-day temporary moratorium expires. The 10-day Report will outline actions taken to address the conditions that prompted the urgency ordinance. Staff has included the required 10-day Report as Attachment 2 of this staff report, and has issued the report on December 5, 2025 on the City’s website, meeting the minimum 10-day requirement prior to December 17, 2025.

During the creation of the 10-day Report, staff identified several issues that require attention before drafting a more permanent zoning amendment to limit or prohibit smoke shops in the City. Key actions include addressing licensing enforcement, forming a team to evaluate appropriate locations for the type of use, reviewing best practices from other cities, analyzing police data for crime patterns, and compiling lists of current tobacco retailers in comparison to population density. The report recommends extending the

moratorium to allow time to plan for adequate staffing, public outreach, further study of successful practices in monitoring tobacco retailers, and the development of appropriate zoning code and land use amendments. Plans include public hearings and opportunities for community input on the urgency ordinance extension to ensure due process and transparency. Staff recommends that the City Council extend the moratorium to support comprehensive solutions that protect public health and welfare within the downtown area.

ALTERNATIVES

Allow the urgency interim ordinance for the Downtown Specific Plan Area to expire and resume processing new tobacco retailer permit applications under current City regulations.

FISCAL IMPACT/FUNDING SOURCE

Implementing new zoning regulations and drafting ordinances require staff time and resources. These activities are usually funded by the City's General Fund. If the urgency ordinance on tobacco retailers is enacted, it will not affect existing tobacco retailers or the sales tax revenues generated from tobacco sales.

PUBLIC OUTREACH

The notice for the City Council meeting was published in the Gilroy Dispatch. Public hearing packets with this staff report are available on the City's website for viewing.

NEXT STEPS

If approved, the new ordinance will go into effect immediately. It will have the effect of extending Ordinance 2025-08 by 10 months and 15 days, lasting until November 1, 2026. This time extension will provide the Community Development Department and our internal partners with adequate time to incorporate concerns and best practices regarding tobacco retailer uses within the comprehensive zoning update.

Attachments:

1. Proposed Extension of Urgency Interim Ordinance
2. 10-day Report

ORDINANCE NO. 2025-XX**AN EXTENSION OF AN URGENCY INTERIM ORDINANCE OF THE CITY OF GILROY PROHIBITING THE ISSUANCE OF TOBACCO RETAILER PERMITS FOR A PERIOD NOT TO EXCEED TEN (10) MONTHS AND FIFTEEN (15) DAYS WITHIN THE GILROY DOWNTOWN SPECIFIC PLAN AREA**

WHEREAS, the City of Gilroy (“City”) is a municipal corporation duly organized as a Charter City under the California Constitution and laws of the State of California; and

WHEREAS, the City Council has broad discretion pursuant the California Constitution Article XI, Section 5, and the general laws of the state, including, but not limited to, the California Planning and Zoning Law (Gov. Code section 65000 et seq.) to legislate for public purposes and for the general welfare, including, but not limited to, matters of public health and safety; and

WHEREAS, California Government Code Section 65858 sets forth procedures for the adoption of an urgency interim ordinance to prohibit the approval of applications for additional subdivisions, use permits, variances, building permits, and other applicable entitlements for uses that may be in conflict with a contemplated specific plan or zoning proposal that the legislative body, planning commission or the planning department is considering or studying or intends to study; and

WHEREAS, on November 7, 2005, the City adopted the Gilroy Downtown Specific Plan, which serves as the regulatory and design framework to guide redevelopment and revitalization of downtown Gilroy over a 20-year period, focusing on mixed-use development, economic vitality, walkability, and community cohesion, and are regulated within the Article XIV of the Gilroy Municipal Code titled “Downtown Specific Plan Districts” (Ord. No. 2019-08; Gilroy Code Section 30.14 et seq.); and

WHEREAS, Section V of the City of Gilroy Downtown Specific Plan holds a vision to serve as a primary retail and entertainment destination, with youth-oriented entertainment uses and a prohibition of adult stores; and

WHEREAS, on November 17, 2014, the City adopted an Ordinance requiring all tobacco retailers to obtain a “Tobacco Retailer Permit” to ensure that retailers comply with tobacco control laws and City business standards (Ord. No. 2014-14; Gilroy Code Section 13.66 et seq.); and

WHEREAS, in California, individuals under the age of 21 are prohibited from purchasing or using tobacco or cannabis products. This regulation is based on evidence that smoking is the leading cause of preventable disease and mortality worldwide. Smokeless tobacco is also associated with increased risk for several cancers, including those of the mouth, esophagus, and pancreas. Additionally, marijuana smoke contains

many of the same toxins, irritants, and carcinogens found in tobacco smoke; and

WHEREAS, while the majority of tobacco retailers in the City operate in conjunction with another land use activity (i.e., part of a grocery store, liquor store, gas station, convenience store), in the past year-and-a-half, the City has seen a significant increase in the number of stand-alone “Smoke Shop” tobacco retail stores; and

WHEREAS, staff has found higher per capita concentration of tobacco retailers in the City, as compared to neighboring cities and county areas, including the City of Morgan Hill, the City of Hollister, the unincorporated area of Santa Clara County and San Benito County; and

WHEREAS, the prevalence of tobacco retail establishments within the Downtown Specific Plan Area of the City of Gilroy may contribute to various adverse effects because of the associated health risks and density to walkable areas where minors frequent. In addition, social and economic burdens due to smoking-related illnesses place demands on community health resources and increase healthcare costs. Tobacco retailer businesses can also be a target for theft and vandalism, as well as may be affiliated with the sale of illegal cannabis products and drug paraphernalia that encourage illegal activity. Hemp products have also been found to be sold in tobacco retailer businesses and smoke shops, with marketing aimed towards children featuring colorful packaging designs and sweet candy flavors. Cigarette butts and packaging contribute to litter and environmental degradation and character of the downtown area; and

WHEREAS, tobacco retail stores have been a source of unlawful activities in the City, including April 2025, where the California Department of Tax and Fee Administration (CDTFA) and the City of Gilroy confiscated flavored tobacco products and hallucinogenic psilocybin that are illegal to sell from certain local tobacco retail businesses within the city limits; and

WHEREAS, considering the foregoing findings and events that have taken place, the City Council finds that there is a current and immediate threat to public health, safety, and welfare, and that approval of additional tobacco retailer permits within the Downtown Specific Plan Districts would result in and exacerbate that threat to public health, safety and welfare; and

WHEREAS, on November 3, 2025, the City Council adopted an urgency interim ordinance prohibiting the issuance of Tobacco Retailer Permits within the Gilroy Downtown Specific Plan Area for a period not to exceed 45 days, as permitted per California Government Code Section 65858; and

WHEREAS, within the 45-day time frame, City staff drafted a 10-day Report, as required by California Government Code Section 65858(d), identifying key actions the

City must take in order to alleviate the threat to public health, welfare, and safety associated with the adverse effects of tobacco products and retailers, such as addressing licensing enforcement, forming a team to evaluate appropriate locations for the type of use, reviewing best practices from other cities, analyzing police data for crime patterns, and compiling lists of current tobacco retailers in comparison to population density; and

WHEREAS, due to the associated findings within the 10-day Report, staff recommends the City Council adopt an extension to the prohibition of issuance of Tobacco Retailer Permits within the Downtown Specific Plan Area; and

WHEREAS, on December 8, 2025, in accordance with State law, the City Council provided due consideration of all evidence presented and provided in the entire administrative record and held a duly noticed public hearing and took testimony regarding this extension of an urgency interim ordinance.

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

SECTION I. Recitals.

The above recitals are true and correct and hereby adopted as the City Council's findings.

SECTION II. Purpose and Authority.

In the interest of protecting the health, safety, and welfare of the residents in the City of Gilroy, it is the purpose and intent of this urgency interim Ordinance to place a temporary moratorium on the issuance of any new permit, license, or other entitlement for any tobacco retailer business within the downtown area of the City of Gilroy. This includes any new permit, license, or other entitlement for the relocation or physical expansion of existing business falling under the definition of a tobacco retailer business as defined in Gilroy Municipal Code Section 13.66. The City Council has authority to adopt this Ordinance pursuant to California Government Code Section 65858 as an extension of an urgency measure prohibiting any use that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the City is considering or studying.

SECTION III. Findings.

The City Council hereby finds and determines that potentially future tobacco retailer businesses in the City of Gilroy constitute an immediate threat to public health, safety, and welfare. The approval of additional entitlements for Tobacco Retailer Permits and approval of the relocation or physical expansion of existing tobacco retailer business

within the Downtown Specific Plan Area under the City's current regulations will further threaten the public health, safety, and welfare. The adoption of the extension of the urgency interim Ordinance is therefore necessary for the immediate protection of public health, safety, and welfare. The above recitals are incorporated herein by reference as true and correct as the Council's findings.

SECTION IV. Extension of Moratorium

This Ordinance extends the temporary moratorium on the issuance of any Tobacco Retailer Permit within the Gilroy Downtown Specific Plan Area, as set forth by Chapter 13 Article VIII (Tobacco Retailer Permit) of the Gilroy Municipal Code in the City of Gilroy. This temporary moratorium shall not apply to the renewal of an existing tobacco retailer's permit previously issued by the City of Gilroy.

SECTION V. Violation.

Except as otherwise permitted under the extension of the urgency interim Ordinance, the establishment, relocation, or physical expansion of a Tobacco Retailer Business within city limits is declared to be a public nuisance. Violations of this urgency interim Ordinance may be enforced by any applicable laws or ordinances, including, but not limited to, injunctions or administrative or criminal penalties under the Gilroy Municipal Code.

SECTION VI. Term of Ordinance.

The extension of the urgency interim Ordinance shall be in effect from the date of adoption for a period of ten (10) months and fifteen (15) days, unless it is extended pursuant to California Government Code Section 65858 or other applicable law, as approved by the City Council.

SECTION VII. Severability.

If any section, subsection, subdivision, sentence, clause or phrase of the extension of the urgency interim Ordinance is for any reason held to be unconstitutional or otherwise void or invalid by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this urgency interim Ordinance. The City Council hereby declares that it would have passed this urgency interim Ordinance and each section, subsection, subdivision, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, or phrases may be declared unconstitutional or otherwise invalid by a court of competent jurisdiction.

SECTION VIII. CEQA Determination

The extension of the urgency interim Ordinance is exempt from environmental analysis under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15262, 15060(c)(2), 15060(c)(3), and Section 15061(b)(3) as it can be seen with certainty that this Ordinance has no possibility of having a significant environmental effect, as it merely preserves the status quo in accordance with Government Code Section 65858 in the interest of evaluating and preventing potential harms related to tobacco sales.

SECTION IX. Effective Date.

The extension of the urgency interim Ordinance, passed by at least a four-fifths vote of the City Council, is declared to be an interim urgency Ordinance for preserving the public health, safety, and welfare and shall take effect and be enforced immediately upon adoption pursuant to Government Code Section 36937(b).

SECTION X. Publication.

The City Clerk shall cause this Ordinance to be published, or summary thereof, one time within fifteen (15) days upon passage and adoption in a newspaper of general circulation, such as the Gilroy Dispatch.

PASSED AND ADOPTED by the City Council of the City of Gilroy this 8th day of December 2025, by the following vote:

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

APPROVED:

Greg Bozzo, Mayor

ATTEST:

Kim Mancera, City Clerk

10-Day Report

on the City of Gilroy 45-day Urgency Interim Ordinance prohibiting the issuance of tobacco retailer permits within the Downtown Specific Plan Area pending the study and development of reasonable regulations pursuant to Government Code Section 65858(d)

BACKGROUND

On November 3, 2025, pursuant to Government Code Section 65858, the City Council of Gilroy adopted Ordinance No. 2025-08, a 45-day urgency interim ordinance. This ordinance was enacted to address the immediate threat to public health, welfare, and safety posed by the sale of tobacco products to minors. This ordinance established a 45-day moratorium on issuing new tobacco retailer permits within the Gilroy Downtown Specific Plan area, pending completion of a study and the development of appropriate regulations for tobacco retailers.

Under Government Code Section 65858(d), the City is to issue a written report describing the measures taken to alleviate the conditions which led to the adoption of the moratorium at least 10 days prior to the expiration of the 45-day ordinance. Issuance of this report satisfies the requirements of Government Code Section 65858(d). The 45-day moratorium is set to expire on December 17, 2025.

Measures taken to alleviate the conditions that led to the adoption of the urgency ordinance:

1. The City is forming an internal team to develop new zoning regulations for tobacco retailers. The team will make sure to follow current laws, find illegal activities related to tobacco sales—especially those involving minors and illegal substances—and review police activity to spot crime patterns. Based on what the team finds, the team will suggest ways to strengthen the City's zoning laws and enforcement.
2. City staff has begun reviewing municipal and zoning code regulations from California cities to identify best practices and develop effective zoning regulations for certain tobacco retailers. The goal is to curb tobacco sales to minors and prevent the spread of illegal substances within the Downtown Specific Plan Area.
3. Planning, Code Enforcement, and Finance staff are compiling a list of existing tobacco retailers in the City. This information will be shared with the Police Department to help identify potential police activity related to these businesses to determine if a moratorium is required for additional areas of the City.

The above reflects actions taken during this short period. Conditions still require extending the urgency interim ordinance to give staff time to complete the analysis and research in order to ensure the protection of the public health, safety, and welfare for all residents in the City of Gilroy.

CONTINUED NEED FOR THE MORATORIUM

Actions addressing the underlying need for the moratorium are ongoing. Specifically, at the direction of Council, staff is studying and will develop reasonable regulations for tobacco retailers, including defining and potentially prohibiting smoke shops in certain zoning districts, requiring use permits for smoke shops in specific downtown zoning districts, and addressing community concerns regarding underage access, public notification of licenses, and proliferation of retailers. The proposed regulatory changes will require further research and public outreach, as well as public hearings before the Planning Commission and City Council. These tasks cannot be completed within the initial 45-day period which ends on December 17, 2025. Therefore, the need for the moratorium remains and staff recommends the City Council adopt an ordinance extending the current moratorium for a period of 10 months and 15 days. Unless extended by Council, the moratorium would automatically expire on December 17, 2025. Staff intends to return to Council with code amendments in concert with the comprehensive zoning update, and the extension would provide staff with sufficient time to develop those code amendments.

OPPORTUNITY FOR PUBLIC COMMENT

Members of the public will have the opportunity to comment on the extension of the Urgency Interim Ordinance at the City Council hearing to be held on December 8, 2025. The City will publish the required notice for this meeting pursuant to Government Code § 65090.



City of Gilroy

STAFF REPORT

Agenda Item Title: Commemorative Flag Application Review for Calendar Year 2026

Meeting Date: December 8, 2025

From: Brad Kilger, Interim City Administrator

Department: Administration

Submitted by: Bryce Atkins, Assistant to the City Administrator

Prepared by: Bryce Atkins, Assistant to the City Administrator

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

Council consideration regarding the Commemorative Flag Flying Application for the Progressive Pride Flag.

EXECUTIVE SUMMARY

BACKGROUND

At the February 7, 2022 City Council regular meeting, Council adopted the amended and restated Flying Flags at City Facilities Policy (Policy). The Policy identifies the requirements and application process established to receive approval to fly a commemorative flag at City Hall.

ANALYSIS

The City received one application during the application window to request a commemorative flag, which is attached to this staff report. The flag application is to fly the Progressive Pride Flag in June. As this is the second year for the applicant after signatures were obtained, per the policy, no signatures are required for this year's

application. The applicant submitted the application fee along with the application itself.

Staff is submitting the application to the Council for consideration. The flag application also mentions the desire to have an event in the afternoon. Should the Council decide to approve the application, adoption of the attached resolution would be required, as per the adopted policy. If approved, the proposed event will be reviewed by staff to determine if any permits are required to host the event.

ALTERNATIVES

Council may choose to approve or reject the application.

FISCAL IMPACT/FUNDING SOURCE

No net cost is expected. The impact is the cost of staff time in raising and lowering the flag by City staff. The applicant provided the required application fee of \$27, which captures full cost recovery.

PUBLIC OUTREACH

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

NEXT STEPS

Staff will reach out to the applicant with the status of their application based on the Council action taken.

Attachments:

1. Commemorative Flag Flying Application - Progressive Pride Flag
2. Resolution - 2026 Commemorative Flag Flying Approval
3. Amended and Restated City Flag Flying Policy
4. Support for Flag Raising 2025
5. City of Gilroy Pride Month - Letter of Support BAYMEC
6. City of Gilroy Pride Month - Letter of Support
7. City of Gilroy Pride Month - Letter of Support Rivas

Commemorative Flag Flying Application

Program Period: January 1, 2026, through December 31, 2026

Month the commemorative flag is requested to be flown: _____

☒ Do you intend to hold a ceremony or event for the flag raising? (if not, leave checkbox blank)

Each applicant shall provide a statement of explanation or purpose of the proposed commemorative flag, including what the flag stands for; any local, national, or international affiliation; brief history; website address; and any other relevant information to be considered by the City Council. Please provide that description below.

- see attachment

The following supplemental pages or information are required to be included with the application at the time of application, and the applicant must check the appropriate boxes indicating if they are included.

[illegible]

□ □

Signature Sheets with a total of at least 150 signatures from registered voters in Gilroy. Signatures must be successfully verified by the City per the City Flag Flying Policy to count towards the total. Signatures are not required if an application was submitted in the prior year with 150 verified signatures.

If not included due to application last year with qualifying signatures, please check this box: ☒

☒ ☐

A document identifying the name and a full color image accurately depicting the Commemorative Flag

☒ ☐

Application Fee of \$605 if signatures are required, \$27 if not.

☒ ☐

A document with a detailed description of the proposed flag raising ceremony or event (if the application includes a ceremony or event)

[illegible]

City of Gilroy

Commemorative Flag Flying Application

Application Period: September 1, 2025, through October 31, 2025

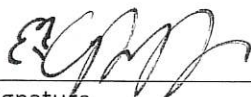
Program Period: January 1, 2026, through December 31, 2026

Applicant Certifications

I, the applicant, certify that I have read and understood each of the following conditions, as indicated by marked checkboxes next to each statement:

	Conditions
☒	If your Commemorative Flag is approved, you must provide the flag to be displayed substantially similar to the image submitted with this application, you must provide it to City staff for inspection five business days prior to its time to be flown, and it must meet the following specifications: • The flag shall be four feet tall by six feet wide • Reinforced grommets must be placed at top and bottom of flag side • 200 denier (or higher) rating nylon or polyester fabric
☒	If you decide to hold a ceremony or event, you may be required to obtain permits, including potentially a Special Event Permit and/or Encroachment Permit, and pay permit fees based on the nature of the event. These permit applications are separate from the Commemorative Flag Flying Application.
☒	Approval of the commemorative flag being flown by the City does not guarantee approval of a required permit for a proposed ceremony or event. Ceremonies or events are separately evaluated from the flag flying, based on the applicant's ceremony or event plan(s).
☒	If an event permit is deemed required and is not obtained, the ceremony or event cannot be held. In such cases, an approved Commemorative Flag will still be flown, but without a ceremony or event.
☒	If conditions of an issued, required permit are not met, the ceremony or event may be cancelled by the City at any time, without refund or financial liability to the event organizer(s). In such cases, an approved Commemorative Flag will still be flown, just without a ceremony or event.

I understand and agree that the information provided in this application and all supplemental information provided is true, accurate, and complete, to the best of my knowledge and belief.


Signature

10/20/25
Date

Carlos Pineda
Printed Name

City of Gilroy Commemorative Flag Flying Application

Attachment: Event Description for Flag Raising Ceremony

We respectfully propose to host a *Progress Pride Flag Raising Ceremony* on June 1, 2026, from 3:30 PM to 5:30 PM, on the lawn in front of the flagpole at Gilroy City Hall.

This inclusive, community-centered event will mark the beginning of Pride Month and celebrate the values of diversity, equity, and progress. We will invite members of the public, local community organizations, civic leaders, and elected officials to participate in the ceremony.

The event will begin with the official flag raising at 3:30 PM, followed by a series of brief remarks from invited speakers representing LGBTQ+ communities, allies, and local leadership. Throughout the event, we will provide light refreshments and informational resources at several 6-foot tables set up on the grass.

This gathering is intended not only to commemorate the symbolic importance of the Progress Pride Flag, but also to foster a spirit of unity, education, and advocacy within our community.

About the Pride Flag and the Progress Pride Flag

The original rainbow Pride flag, designed by artist and activist Gilbert Baker in 1978, has long stood as a symbol of LGBTQ+ pride, unity, and visibility. Each color in the rainbow flag holds a meaning: such as red for life, orange for healing, yellow for sunlight, green for nature, blue for harmony, and violet for spirit, representing the diversity and vibrancy of the LGBTQ+ community. It became an internationally recognized symbol of love, inclusion, and the ongoing fight for LGBTQ+ rights.

Over time, the community has continued to evolve and so has its symbolism. In 2018, artist Daniel Quasar designed the Progress Pride Flag to build on the rainbow flag's legacy and more explicitly highlight marginalized groups within the LGBTQ+ spectrum.

The Progress Pride Flag incorporates:

- Black and brown stripes to represent LGBTQ people of color and to honor those lost to or living with HIV/AIDS.
- Light blue, pink, and white stripes, drawn from the transgender flag, to represent transgender, non-binary, and intersex individuals.
- These added colors form a chevron (arrow) shape, pointing right to symbolize forward movement and progress. Its placement on the left side of the flag reminds us that while progress has been made, there is still important work to do.

By raising the Progress Pride Flag at City Hall, we recognize not just LGBTQ+ identity in general, but specifically honor the intersectional struggles faced by people of color, trans and non-binary individuals, and those living with or lost to HIV/AIDS, groups that continue to face systemic discrimination and violence at disproportionate rates.

Raising this flag is an act of solidarity, visibility, and hope, and we invite the City of Gilroy to stand with us in acknowledging both how far we've come and how far we still need to go.

For reference and purchase:

Progressive Pride Flag



Amazon: [Amazon.com : progress pride flag](https://www.amazon.com/progress-pride-flag)

RESOLUTION NO. 2025-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY APPROVING
COMMEMORATIVE FLAG FLYING APPLICATIONS FOR 2026**

WHEREAS, on February 7, 2021, the City Council adopted the amended and restated Flying Flags at City Facilities Policy (“Policy”); and

WHEREAS, the Policy calls for any interested party that wishes to request a commemorative flag to be flown at City Hall to submit an application to the City on forms and with requirements as outlined and pursuant to the Policy; and

WHEREAS, under the Policy, the applications that meet sufficiency for signatures are then submitted to the City Council for consideration, with any applications being approved to be done through a resolution of the City Council; and

WHEREAS, the City received one qualifying application for flying the Progressive Pride Flag for June 2026.

NOW, THEREFORE, BE IT RESOLVED that the application for the Progressive Pride Flag for June 2026 is hereby approved.

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)

City of Gilroy

Flying Flags at City

Facilities Policy



Amended and Restated February 7, 2021

Policy Effective February 8, 2022

City of Gilroy

Flying Flags at City Facilities Policy

Purpose

To create a Council policy regarding the flying of flags at City Facilities, inclusive of the flags of the United States, the State of California, Sister Cities, and any Commemorative Flags as may be authorized by the City Council.

Policy

I. Definitions

- a. "Applicant" shall mean an individual, business, corporation, organization or other entity residing or based within the City Limits of the City of Gilroy who submits an application to display a Commemorative Flag pursuant to this policy.
- b. "Application Cycle" shall mean a period of time as outlined in this policy for Applicants to submit an application for a Commemorative Flag to be displayed during the subsequent calendar year. Complete applications compliant with the requirements of this policy submitted during the Application Cycle will be submitted to the City Council for consideration.
- c. "Commemorative Flag" shall mean a flag that identifies with a specific date, historical event, cause, nation, or group of people, whereby the City honors or commemorates the date, event, cause, nation, or group of people by flying the flag.
- d. "Sister City Flag" shall mean a flag of another city that is an officially designated Sister City to the City of Gilroy.

II. General Policy

- a. It is the policy of the City of Gilroy that the City's flag poles are not intended to serve as a forum for free expression by the public, but rather for the display of the Flags of the United States and the State of California. The flag poles located at all City facilities may also be used to display the flags of the City of Gilroy, any Sister City Flag, and any Commemorative Flag as may be authorized by the City Council as an expression of the City's official sentiments.

III. Flags of the United States and the State of California

- a. The Flag of the United States and the Flag of the State of California shall be displayed in conformance with the requirements as provided in Title 1,

City of Gilroy

Flying Flags at City Facilities Policy

Division 2, Chapter 3 of the California Government Code entitled “Display of Flags”

- b. The Flag of the United States shall further be displayed and handled in accordance with Title 4, Chapter 1 of the United States Code entitled “The Flag”; sometimes referred to as the United States Flag Code. Where the language of this code is mandatory, the City shall comply with the requirement. Where this code provides advisory language, the City shall follow the advisory language to the extent feasible.

IV. Flags of the City of Gilroy and any Sister City Flag

- a. The Flag of the City of Gilroy, when displayed, shall be displayed in conformance with the requirements as provided in Title 1, Division 2, Chapter 3 of the California Government Code entitled “Display of Flags”
- b. Any Sister City Flags, when displayed, shall be flown in a manner subordinate to the requirements for the Flags of the United States and the State of California. Additionally, they shall be in the fourth position of honor, after the Flags of the United States, the State of California, and the City of Gilroy.

V. Commemorative Flags

- a. Requirements for Requesting the City to Display a Commemorative Flag
 - i. For an Applicant to request the display of a Commemorative Flag at the Gilroy City Hall, an application must be completed which shall require at a minimum the following:
 - 1. The full name, physical address, phone number, electronic mail address, and other such contact information for the applicant as may be requested by the City.
 - 2. The name and a full color image accurately depicting the Commemorative Flag.
 - 3. A statement of explanation or purpose of the Commemorative Flag, including what the flag stands for; any local, national, or international affiliation; brief history; website address; and any other relevant information to be considered by the City Council.
 - 4. The month in which the Commemorative Flag is requested to be displayed.
 - 5. A minimum of 150 signatures from registered voters in Gilroy, each of whom having reached the age of 18 years or greater and are successfully verified as meeting these requirements by the City through utility billing, property

City of Gilroy

Flying Flags at City Facilities Policy

owner information, or other means that may be available to the City. If the City is unable to verify that one or more signatures meet these requirements through available means of the City, the applicant will be advised of the number of signatures deemed unverifiable and removed from the total count.

- a. The signatures are required for the initial application when a commemorative flag is first requested. If the applicant re-applies each year for the same flag with the same information, the signature requirement is waived every other year, so long as the applications are continuous. If there is a break in the applications for a year or more and an applicant reapplies, even if the last application required signatures, the signature requirement will apply.
 6. Whether the applicant intends to hold a ceremony or event for the flag raising, and verification of the applicant's understanding regarding the requirement to obtain approvals and permits and pay fees to encroach upon or utilize any public right-of-way or City property for the event.
 7. An application fee, the amount of which shall be determined and updated/maintained as part of the Master Fee Schedule.
 8. If approved, the applicant must provide the flag to be flown. The flag must be provided to City staff for inspection of the actual flag to be displayed, which must conform with specifications as provided by the City for size, shape, and structure. The flag must be in acceptable condition for display, determined at the sole discretion of the City.
 - ii. The specific format of the application and submittal procedures shall be at the discretion of the City Administrator or their designee, so long as the requirements for Applicants as outlined in this policy are contained on the application.
 - iii. The Application Cycle shall open the first day of September (September 1st) each year and shall close at the end of business on the thirty-first day of October (October 31st) each year. Whenever either of these dates fall on a non-business day for the City, the deadlines shall move to the following business day for the City.
- b. Commemorative Flag Approval Process
- i. Applications that are complete and compliant with this policy shall be presented to the City Council for consideration during a City

City of Gilroy

Flying Flags at City Facilities Policy

Council meeting held before the end of December each year, after the close of the Application Cycle.

- ii. Council, in its sole discretion, shall consider the applications, and render a decision to approve which, if any, Commemorative Flags are approved for display.
- iii. The following requirements regarding approval of displaying Commemorative Flags shall be considered in determining which Commemorative Flags be approved for display:
 - 1. Only one flag may be displayed at a time.
 - 2. Each flag shall be displayed only for one calendar month, beginning with the first day of the month and ending on the last day of the month.
 - 3. Approval shall only be valid for one calendar year. A new application must be filed for any succeeding years, even for flags that have been approved for prior years. This is to allow open and equal opportunities for competing Commemorative Flags that may typically be displayed during the same month each year.
 - 4. Commemorative flags cannot contain messaging or content of the following nature: (a) promoting or opposing a political party, candidate, campaign, or political organization; (b): religious, commercial, racial or other discriminatory themes/speech, adult or sexually explicit, lewd, or obscene themes or materials; illegal activity; drug or alcohol themes or materials. Flag applications that contain these or reasonably related material shall not be considered.
- iv. Approval shall be completed via a resolution adopted by the City Council identifying the list of which Commemorative Flags were approved, and for which month.

c. Displaying of Commemorative Flags

- i. The City's involvement in the displaying of Commemorative Flags shall be limited to only the following:
 - 1. Raising of the Commemorative Flag in the earlier part of the morning of the first day of the month.
 - 2. Lowering of the Commemorative Flag in the late afternoon on the last day of the month.
 - 3. Announce the flag raising on the City's social media and electronic newsletter(s).
 - 4. Where the first or last day of the month lands on a weekend or observed City holiday, and City staff cannot raise or lower the flag on the exact day of either the beginning and/or end

City of Gilroy

Flying Flags at City Facilities Policy

of the month, the lowering of the previous month's flag will occur in the morning of the next business day, at the same time as the raising of the next month's flag.

- ii. Commemorative Flags may only be displayed on a flag pole located at City Hall.

d. Commemorative Flag Events

- i. Should an Applicant wish to host a ceremonial event, the applicant must file an application requesting an encroachment permit, special event permit, and/or a facility rental to have the event. The specific permits needed will depend upon the nature of the event and shall be at the discretion of the City. The Applicant will be required to pay the full application and permit fees for each permit that is required.
- ii. The application document shall contain language to advise the Applicant:
 - 1. To contact the Community Development Department to inquire about which permits may be required based on the type of event they would like to host.
 - 2. Information about the required deadlines to submit applications, and lead-times between when a permit application is submitted and when an approval or rejection decision is made.
 - 3. That such events are not approved unless and until an official approval of all required permits is granted.
 - 4. The application fees that must be paid by the applicant.
- iii. The normal fees, insurance requirements, attestations and permit requirements will be required to host the event, and that approval is not guaranteed because of the flag being raised, lowered, or displayed.
- iv. All conditions of approval in each permit, as required, must be followed for the event to be held.



P.O. Box 23773
San Jose, CA 95153
(408) 892-8986

www.pridesocialsouthcounty.com

November 25, 2025

Honorable Mayor & Gilroy City Council Members
City of Gilroy
7351 Rosanna St
Gilroy, CA 95020

Dear Honorable Mayor & Gilroy City Council Members,

I write to express my strong support on your agenda item to recognize June as LGBTQ+ Pride Month & Raising of the Pride Flag at City Hall, which will heighten awareness of LGBTQ+ Pride Month, as well as celebrate diversity, equity, social justice and inclusion.

The rainbow flag, also known as the LGBTQ+ pride flag, serves as a symbol of Lesbian, Gay, Bisexual, Transgender, and Queer/Questioning pride and LGBTQ+ social movement. Today, celebrations include pride parades, picnics, parties, workshops, symposia and concerts. The LGBTQ+ Pride Month events attract millions of participants around the world. Memorials are held during this month for those members of the community who have been lost to hate crimes or HIV/AIDS. The purpose of the commemorative month is to recognize the impact that lesbian, gay, bisexual and transgender individuals have had on history locally, nationally and internationally.

All children should be able to attend school in a safe and inclusive environment free from discrimination. Civil rights laws and the California Education Code sections 200-220 contribute to such environments. The lack of awareness and understanding of issues facing LGBTQ+ children and youth has contributed to higher rates of school dropout, academic failure, suicide and school disengagement. Education regarding LGBTQ+ issues increases understanding and cultivates respect for LGBTQ+ students and cultivates a culture of allyship. Your actions made history in 2021 by raising the first Pride Flag in Gilroy's history and Gilroy Unified School District made history by raising the first Pride Flag at their District Offices in 2024. Beginning in 2025, GUSD raised the Pride Flag at all District Facilities and High Schools.

Acts of hatred against LGBTQ+ members of our community will not be tolerated; hate and discrimination have no part in our community. According to the Library of Congress the month of June is a time to celebrate our dynamic Lesbian, Gay, Bisexual, Transgender, and Queer/Questioning (LGBTQ+) community, raise awareness of quality services, and foster a dialogue to promote healthy and safe communities for all. I support this Resolution and urge your "Aye" vote.

Respectfully,

Terry Hernandez and the Pride Social Board of Directors
President Pride Social South County
Terry@pridesocialsouthcounty.com

November 25, 2025

Honorable Mayor and Members of the Gilroy City Council
City of Gilroy
7351 Rosanna Street
Gilroy, CA 95020

Re: Support for June LGBTQ+ Pride Month & Raising of the Pride Flag at City Hall

Dear Mayor and Councilmembers:

On behalf of those of us committed to equality and inclusion in Santa Clara County, I write in *strong support* of your agenda item recognizing June as LGBTQ+ Pride Month and raising the Pride Flag at City Hall in 2025.

This action is more than ceremonial. It is a public affirmation that Gilroy stands for dignity, visibility, and belonging for all residents. The Pride Flag has long been a unifying symbol of the LGBTQ+ community—representing resilience, authenticity, and the ongoing pursuit of justice. Around the globe, Pride Month brings together millions in parades, celebrations, workshops, and remembrance events honoring those we have lost to violence, discrimination, and HIV/AIDS. It is also a time to recognize the countless contributions LGBTQ+ people have made to our shared local, regional, national, and international history.

Your city's leadership on this issue matters deeply—especially to LGBTQ+ youth. Every child deserves to learn in a safe, supportive environment free from discrimination. California's civil rights laws and Education Code sections 200–220 make that expectation clear, but it takes community leadership to fulfill it. When schools and cities act with intention, we see lower dropout rates, better academic outcomes, and healthier, more connected students. Inclusive education and visible allyship help build understanding and respect, creating schools where all young people can thrive.

Gilroy has already made history. In 2021, you raised the Pride Flag at City Hall for the first time where I was honored to be a speaker. In 2024, the Gilroy Unified School District raised the Pride Flag at its District Office, and beginning in 2025, expanded that commitment to *all* District facilities and high schools. These are the kinds of milestones that change lives and strengthen communities.

Hate and discrimination have no place here. By recognizing Pride Month and raising the flag, the City of Gilroy sends a clear message that every resident, no matter who they are or whom they love, is valued and protected. As the Library of Congress affirms, June is a month to uplift the LGBTQ+ community, expand access to inclusive services, and foster dialogue that leads to safer, healthier communities for everyone.

For these reasons, I respectfully urge your “**Aye**” vote on this Resolution.

Thank you for your leadership and your continued commitment to equity and equality.

Respectfully,

ORIGINAL SIGNED BY

Drew Lloyd
Board President
BAYMEC (Bay Area Municipal Elections Committee)

CAPITOL OFFICE
1021 O STREET
SUITE 7520
SACRAMENTO, CA 95814
TEL (916) 651-4015

DISTRICT OFFICE
1155 MERIDIAN AVENUE
SUITE 100
SAN JOSE, CA 95125
TEL (408) 723-4154

California State Senate

SENATOR
DAVE CORTESE
FIFTEENTH SENATE DISTRICT



CHAIR
TRANSPORTATION

COMMITTEES
AGRICULTURE
EDUCATION
HOUSING

LABOR, PUBLIC EMPLOYMENT &
RETIREMENT
LEGISLATIVE ETHICS

November 17, 2025

Honorable Mayor & Gilroy City Council Members
City of Gilroy
7351 Rosanna St
Gilroy, CA 95020

Re: June LGBTQ+ Pride Month & Raising of the Pride Flag at City Hall - **Support**

Dear Honorable Mayor & Gilroy City Council Members,

I write to express my strong support on your agenda item to recognize June as LGBTQ+ Pride Month and to raise the Pride Flag at City Hall, which will heighten awareness of LGBTQ+ Pride Month, as well as celebrate diversity, equity, social justice, and inclusion.

The rainbow flag, also known as the LGBTQ+ pride flag, serves as a symbol of Lesbian, Gay, Bisexual, Transgender, and Questioning pride and LGBTQ+ social movement. Today, celebrations include pride parades, picnics, parties, workshops, symposia, and concerts. The LGBTQ Pride Month events attract millions of participants around the world. Memorials are held during this month for those members of the community who have been lost to hate crimes or HIV/AIDS. The purpose of the commemorative month is to recognize the impact that lesbian, gay, bisexual and transgender individuals have had on history locally, nationally and internationally.

All children should be able to attend school in a safe and inclusive environment free from discrimination. Civil rights laws and the California Education Code sections 200-220 contribute to such environments. The lack of awareness and understanding of issues facing LGBTQ+ children and youth has contributed to higher rates of school dropout, academic failure, suicide and school disengagement. Education regarding LGBTQ+ issues increase understanding and cultivates respect for LGBTQ+ students and cultivates a culture of allyship. Your actions made history in 2021 by raising the first Pride Flag in the city's history, and Gilroy Unified School District made history by raising the first Pride Flag at their District Offices in 2024. Beginning in 2025, GUSD raised the Pride Flag at all District Facilities and High Schools.

Acts of hatred against LGBTQ+ members of our community will not be tolerated; hate and discrimination have no part in our community. According to the Library of Congress the month of June is a time to celebrate our dynamic Lesbian, Gay, Bisexual, Transgender, and Questioning (LGBTQ+) community, raise awareness of quality services, and foster a dialogue to promote healthy and safe communities for all. I support this Resolution and urge your "Aye" vote.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dave Cortese".

Senator Dave Cortese
California State Senator, 15th District
senator.cortese@sen.ca.gov



December 1, 2025

Honorable Mayor & Gilroy City Council Members
City of Gilroy
7351 Rosanna St
Gilroy, CA 95020

RE: Support for June LGBTQ+ Pride Month & Raising of the Pride Flag at City Hall

Dear Members of the Gilroy City Council:

I write to express my strong support on the agenda item to recognize June as LGBTQ+ Pride Month & Raising of the Pride Flag at City Hall, which will heighten awareness of LGBTQ Pride Month, as well as celebrate diversity, equity, social justice and inclusion.

The rainbow flag, also known as the LGBTQ+ pride flag, serves as a symbol of Lesbian, Gay, Bisexual, Transgender, and Questioning pride and LGBTQ+ social movement. Today, celebrations include pride parades, picnics, parties, workshops, symposia and concerts. The LGBTQ Pride Month events attract millions of participants around the world. Memorials are held during this month for those members of the community who have been lost to hate crimes or HIV/AIDS. The purpose of the commemorative month is to recognize the impact that lesbian, gay, bisexual and transgender individuals have had on history locally, nationally and internationally.

All children should be able to attend school in a safe and inclusive environment free from discrimination. Civil rights laws and the California Education Code contribute to such environments. The lack of awareness and understanding of issues facing LGBTQ+ children and youth has contributed to higher rates of school dropout, academic failure, suicide and school disengagement. Education regarding LGBTQ+ issues increases understanding, cultivates respect for LGBTQ+ students, and cultivates a culture of allyship. Your actions were significant in 2021 by raising the first Pride Flag in the city's history and Gilroy Unified School District made history by raising the first Pride Flag at their District Offices in 2024. Beginning in 2025, GUSD raised the Pride Flag at all District Facilities and High Schools.

Acts of hatred against LGBTQ+ members of our community will not be tolerated; hate and discrimination have no part in our community. According to the Library of Congress the month of June is a time to celebrate our dynamic Lesbian, Gay, Bisexual, Transgender, and Questioning (LGBTQ+) community, raise awareness of quality services, and foster a dialogue to promote healthy and safe communities for all. I support this Resolution and urge your "Aye" vote.

If your office has any questions or concerns, please do not hesitate to reach out to our office at (831) 759-8676.

Sincerely,

A handwritten signature in black ink, appearing to read 'R-R', with a stylized flourish.

ROBERT RIVAS
Speaker of the Assembly



City of Gilroy

STAFF REPORT

Agenda Item Title: Consideration of options and recommendations for meeting State-mandated stormwater trash capture requirements.

Meeting Date: December 8, 2025

From: Brad Kilger, Interim City Administrator

Department: Public Works

Submitted by: John Doughty, Public Works Director

Prepared by: Mark Johnson, Environmental Programs Manager

STRATEGIC PLAN GOALS: Maintain and Improve City Infrastructure

RECOMMENDATION

It is recommended that the City Council authorize staff to immediately:

1. Prepare and advertise a Request for Proposal (RFP) for the fabrication and installation of 73 connector pipe screens (a type of certified full trash capture system) to meet the City's December 2026, 30-percent MS4 trash capture mandate; and
2. In conjunction with the bid award, return to City Council with a budget amendment to add the Connector Pipe Screen Project into the FY 26 Capital Budget with funding from Stormwater Management Fund (422).

It is further recommended that the City Council direct staff to:

1. Conduct an engineering study and finance plan to implement hydro-dynamic separators to meet the 65-percent and 100-percent MS4 trash capture requirements; or
2. In alternative, develop a plan for meeting 65-percent and 100-percent MS4 trash capture mandates under the Track 2 compliance option.

EXECUTIVE SUMMARY

The City is a small MS4 permittee regulated under the Phase II Municipal Separate

Storm Sewer System (MS4) Permit issued by the State Water Resources Control Board. MS4 permitting is required under the federal Clean Water Act and its National Pollutant Discharge Elimination System program. In California, the NPDES program is implemented through the Porter Cologne Water Quality Control Act. The purpose of this particular mandate is to eliminate the discharge of litter and trash to local streams, wetlands and sloughs. The first compliance milestone under the Informal Draft Phase II Municipal Separate Storm Sewer System (MS4) Permit requires the City to eliminate trash from 30% of Priority Land Use (PLU) areas by December 2, 2026.

Compliance is mandatory under these laws, and there is no dedicated state or federal funding for local implementation, so costs are borne by the permittees. In 2017, the then-seated Council authorized staff to proceed with individual trash capture devices under the Track 1 compliance program to meet the initial 30-percent capture requirement (by December 2026). In January 2025, the current City Council directed staff to further evaluate alternative compliance options and to return with a recommendation.

The Public Works Department Work Program for Fiscal Years (FY) 26 and 27 included the Council requested evaluation and since July 1st, Public Works staff have been researching and developing its recommendation for Council consideration. The purpose of this item is to provide an update to the City Council and offer a recommended course of action that integrates a hybrid approach to compliance to reach the 100-percent reduction goal by December 2, 2030.

BACKGROUND

Municipal stormwater management and maintenance long predates the federal Clean Water Act and related permits. Storm drain systems were designed to reduce localized street and property flooding within developed areas. Once the City initiated conveyance of stormwater through a formal fixed storm drain system, the City became committed to maintenance of the storm drain system. Over time, the storm drain system has expanded to include not only “grey” improvements like gutters, pipes, catch basins and drop inlets to convey stormwater runoff to outfall locations but also “green” infrastructure like retention/detention basins and other natural/planted infiltration facilities which slow flows, recharge the groundwater basin and capture sediment/trash before release into the pipe/outfall system. In Gilroy, the outfalls are principally releasing into Uvas Creek, Llagas Creek, Miller Slough and other open channels.

Upon establishing a storm drain system, the City tacitly accepted the obligation to clean, repair and manage the system. The City has a total of 4,950 catch basins and drop inlets. Annually, staff is focused on cleaning 147 drop inlets and catch basins which currently represent the bare minimum required by the MS4 Permit. Annual maintenance of the 147 consists of two, 2-person teams hand cleaning the catch basins and drop inlets (prior to the rainy season). The cleaning helps prevent localized flooding and reduces contaminants, which include litter and trash, from reaching waterways. At a minimum, annual maintenance work should include cleaning of more drop inlets and

catch basins, and cleaning them at least twice a year. Optimally (industry standard), cleaning crews would utilize a Vactor truck or regenerative street cleaner. The regenerative street cleaner would also exponentially improve fall leaf cleaning from the streets (and the storm water system). Staff requested \$400,000 in the FY26-27 budget to purchase a regenerative sweeper. This request was not ultimately recommended. A request will be included in the next biennial budget.

Regular street sweeping is a component of the MS4 permit. Street sweeping in Gilroy is provided by Recology South Valley under the City's solid waste franchise agreement. Commercial areas are swept weekly and residential streets are swept every two weeks. The City does not restrict parking on sweeping days, so parked vehicles can block the curb and gutter and reduce the effectiveness of sweeping. In the future, this issue is likely going to be a policy question for the City Council.

The MS4 program did not create the duty to maintain the storm drain system. The MS4 permit adds to statutory obligations and a regulatory framework that includes enforcement and potential fines for non-compliance which did not exist prior to its enactment.

The City is a small MS4 permittee regulated under the Phase II MS4 permit issued by the State Water Resources Control Board. MS4 permitting is required under the federal Clean Water Act and its National Pollutant Discharge Elimination System program. In California, the NPDES program is implemented through the Porter Cologne Water Quality Control Act. Compliance is mandatory under these laws, and there is no dedicated state or federal funding for local implementation, so costs are borne by permittees.

For violations of MS4 permit requirements, the Board may impose enforcement actions including administrative civil liability under Water Code section 13385 subdivision c of up to ten thousand dollars per day per violation.

On June 1, 2017, the State Water Board issued a Water Code section 13383 order to all permittees (which included Gilroy) that did not have existing trash requirements in their permit. The order required permittees to identify their compliance pathway in the Provisions by September 1, 2017. The Provisions contain two possible regulatory compliance pathways, "Track 1" certified full capture systems or "Track 2" full capture equivalency. In August 2017, the City notified the Water Board that it would comply under the Track 1 pathway.

In July 2024, the State Water Board released an informal draft update to the Phase II MS4 permit. Attachment H of the informal draft proposes interim milestones of 30 percent PLU area coverage with certified full capture systems or equivalent controls by December 2, 2026, 65 percent by December 2, 2028, and 100 percent by December 2, 2030. Staff anticipates a final draft in February 2026 and there has been no indication that these milestones will change.

In September 2024, Gilroy started transitioning from a contract environmental services division to an in-house staff division. During this transition, staff was directed by previous management to proceed with the Track 1 compliance pathway utilizing the StormTeck ST3G connector pipe screens. StormTeck was chosen due to ease of installation, certification by the Water Board and its ability to be removed. Removal is desirable for ease of removal in high stormwater flow, at times for cleaning and ultimately for relocation if trash load is not existent. Staff released the request for proposal for the installation of these connector pipe screens on October 7, 2024, and held a bid opening on December 18, 2024. The City received three bids with Apex Companies LLC being the lowest responsive bidder. On January 27, 2025, the City Council considered awarding a contract to Apex Companies LLC in the amount of \$250,000.00 to install 80 StormTek ST3G connector pipe screens in PLU area catch basins. The City Council chose not to award the contract. Once a new permit is adopted and the Statewide Trash Provisions are incorporated, the City will be required to report its compliance with the trash provisions to the Water Board within 180 days.

During the January 2025 City Council Meeting, the Council indicated concerns that other options were not evaluated prior to going out to bid. Notably, there was an interest in evaluating the option of outfall collection of trash and litter. The Council also indicated some frustration with the general regulatory framework and obligations of the City. The Council also sought more detail on the funding source for the trash capture construction contract and about the requested construction contingency, which exceeded the normal percentage. Council asked for a clearer path to compliance through 2030 including total cost and schedule. Council also asked about maintenance in leafy areas, overflow function during storms, alternatives such as street sweeping or a Track 2 equivalent approach, and the risk of state enforcement. After deliberation, Council tabled the item pending responses and clarification. This report is intended to answer questions and concerns raised last January.

ANALYSIS

Overview

As noted above, the Statewide Trash Provisions allow municipalities to comply through either Track 1 (installation of certified full capture systems) or Track 2 (a combination of systems, enhanced programs, and institutional controls designed to demonstrate “Full Capture Equivalency”). The following is an overview of Track 1 and Track 2 options along with discussion of general applicability within the City of Gilroy. Attachment B includes three maps showing the approximate locations potential Phase 1 connector pipe screens, outfall locations and location of likely locations for hydrodynamic separators.

Track 1 - Full Capture Systems

Full capture systems are designed to trap particles 5mm and larger and accommodate flow from the 1 hour 1 year storm to the tributary drainage. These systems are primarily

characterized as connector pipe screens (CPS), high-flow capacity systems, and multi-benefit stormwater treatment systems.

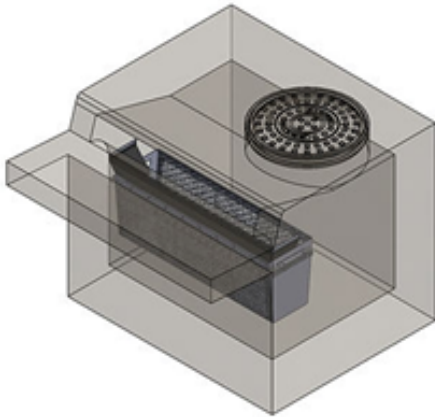
Catch Basin Inserts. Catch basin inserts consist of connector pipe screens, inlet filters, and drop in filters and can be installed with minimal inlet modifications. These systems are often chosen because of the ease of installation and the lower upfront capital costs. Additionally, the systems would not require regulatory permits from agencies like California Fish and Wildlife, US Fish and Wildlife and/or the US Army Corps of Engineers. These systems are not chosen by all agencies as they tend to have higher ongoing operational costs due to the number of systems needed and the regulatory obligation to inspect and clean/maintain a minimum of two times a year. The systems can also be subject to some clogging by vegetation, debris, and trash where not maintained adequately. These systems are currently certified by the Water Board and require no additional approvals. In 2018, the City informed the Water Board that it would be using connector pipe screens to meet the initial 30-percent trash capture goal.

Staff has reached out to a number of cities to better understand if there are emerging best practices. We found that many agencies have implemented connector pipe screens. Morgan Hill, San Jose, Milpitas, Cupertino, Campbell, and Redwood City have been using the screens to meet their 30-percent obligation. Morgan Hill also informed us that they are transitioning their program to a high flow capacity system to meet the 100-percent requirement (see below for more information).

Drop in filter



Inlet Filer



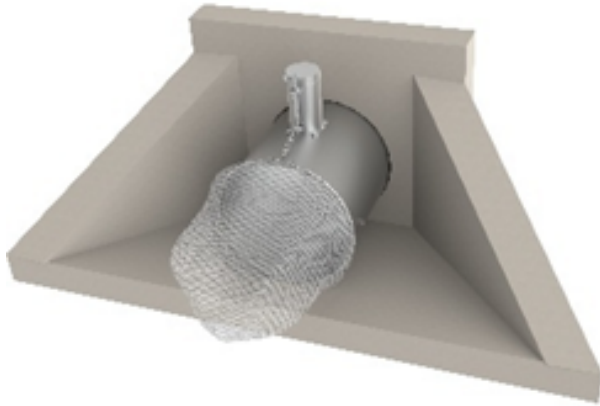
Connector pipe screen (CPS)



High-Flow Capacity Systems. High-flow capacity systems are another Water Board certified option under Track 1. These are proprietary stormwater treatment systems that require engineering and hydraulic design to size and install. The systems are intended to function near the outfall locations which reduces the number of systems required. There are three basic types of systems with the vault hydrodynamic separator emerging as the industry standard in California.

Each of these types of units require maintenance and regular inspection to ensure the desired performance is met. The systems consist of vault-based systems, gross solid removal systems, and netting systems. Upfront capital costs vary widely based upon the specific location and application. Ongoing operating and maintenance costs also vary widely. Hydrodynamic separators tend to have higher upfront costs but also the lowest ongoing costs. For the purposes of this report, staff will focus on two outfall netting and hydrodynamic separators as they have the most applicability to the Gilroy storm drain system.

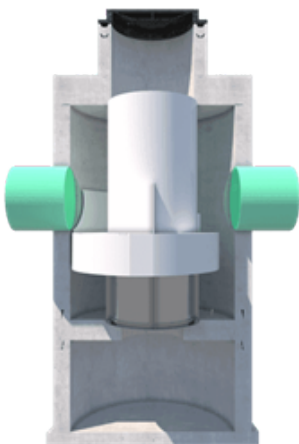
Netting systems



Gross solid removal



Vault hydrodynamic separators



In January, the Council indicated a desire for staff to consider the outfall netting option. There are currently only two netting system units that have been certified by the Water Board which means that “off-the-shelf” options are very limited. Staff has visited many of the outfalls to assess netting system viability. Based upon this review staff has

determined that none of the current certified units would be adaptable to Gilroy. This means that the City would have to contract for design of each outfall net system, seek certification of each design by the Water Board and ultimately fabricate each unit. This would be time consuming with an unknown cost per unit. Beyond design and cost, some of the outfalls are in a condition which cannot accommodate netting. (see Attachment A for photos of outfalls). We also attempted to qualify/quantify maintainability of outfall netting. A significant element of maintenance is access given the need for a crane/boomtruck to empty and maintain. There are significant physical access challenges throughout the system. Netting itself needs regular attention, repair and replacement. There will also be significant regulatory challenges with State and federal environmental agencies given the location of outfalls. Ultimately, staff concluded that the option, while seemingly being the simplest, is not viable for Gilroy. Staff will also note that Morgan Hill evaluated outfall netting options and ultimately chose not to proceed with the netting option.

One of the emerging trends is the use of hydrodynamic separators. Morgan Hill is currently preparing to install five hydrodynamic separators at a cost of \$2,585,000. Morgan Hill recently purchased a dedicated Vactor Truck for storm drain maintenance operations as part of their program. Hydrodynamic Separators are being selected for trash capture for their relative simplicity of placement, effectiveness and low-cost ongoing maintenance. Council will note that estimates for hydrodynamic separators is significantly higher. The higher costs represent larger units due to larger drainage tributaries. Sizing and costs could be reduced if the City implemented retroactive trash capture for private developed properties. This would not be popular with property owners/business owners and would require significant investment of time and money in a City-run compliance/enforcement program.

Multi-Benefit Systems. The State Water Board Executive Director has categorically certified five multi-benefit full capture systems: bioretention; capture and use; detention basins; infiltration trench or basin; and media filters. These systems are being implemented within new development as the State guidance includes transition to “green” infrastructure where possible. Multi-Benefit systems were not considered for meeting the MS4 requirements as the focus is on existing developed commercial areas. These areas utilize existing “grey” infrastructure and lack large pervious areas to construct large basin or sub-basin facilities.

Track 2 - Full Capture System Equivalency

The Water Board offers an optional pathway to compliance which is referred to as “Track 2”. Track 2 offers the City the ability to develop a plan which demonstrates that implementation of the plan will result in equivalent full trash capture compliance as Track 1. Staff has again researched the Track 2 option. There are a number of cities that have chosen the option. Many of the Bay Area cities have chosen this path. Those cities also have historically funded robust environmental programs and commensurate staffing. Staff looked into the Track 2 programs at the cities of Paso Robles and San Luis Obispo as well. These two cities are located within the Central Coast Regional

Water Quality Control Board jurisdiction (same as Gilroy) and share more attributes with Gilroy (than Palo Alto for example). Given their experience we feel that Track 2 is a viable option to pursue to meet the 65-percent and 100-percent requirements with the understanding that there a great deal of unknowns from the Water Board perspective and the effort will require ongoing consultant services and staffing commitments. We can report that San Luis Obispo Track 2 program includes ongoing annual budgeting for 2 full time field staff with a Vactor truck and one full time program manager level position. Below is a more fine-grained look at what the Water Board will require of the City as part of a request for Track 2 compliance.

Pursuing Track 2 would require the following steps:

- **Baseline Assessments:** Conduct at least two On Land Visual Trash Assessments (OVTA) at selected high priority locations to establish baseline trash levels using the State Water Board OVTA protocol.
- **Trash Generation Map:** Develop a map classifying areas of the City by trash generation rates (low, moderate, high, & very high).
- **Implementation Plan:** Identify measures to reduce trash loading where standards are not met, such as enhanced street sweeping, targeted enforcement, public education, and installation of certified full capture systems where appropriate.
- **Assessment Plan:** Define OVTA sites, methods, frequency, data management, and QA QC procedures.
- **Implementation:** Begin operational enhancements, including added sweeping routes, new public trash bins, targeted code enforcement, and outreach.
- **Monitoring:** Conduct annual or more frequent visual assessments and document corrective actions.
- **Annual Reporting:** Submit the annual report documenting progress, data, O&M, and corrective actions.

Initial costs to develop a Track 2 compliance program is estimated to be at least \$175,000 given the City's limited available data. These costs cover baseline trash assessments, mapping, plan development, and consultant support. Additional, ongoing costs for enhanced sweeping, enforcement, and monitoring would be required. Lifetime costs could conceivably exceed Track 1 options given required consultant support, the likely need to evaluate and re-evaluate efforts and the potential for Water Board shifts in their approach to Track 2 (meaning the Water Board acceptance at a given point does not assure or prevent future Water Board compliance efforts). It is the Water Boards' expectation that under a Track 2 compliance pathway "full capture systems will be utilized when not cost prohibitive." The Water Board is sending a strong message

that they encourage Track 1 solutions over Track 2. Staff is recommending the City Council evaluate hydrodynamic separators, in part, to potentially support an argument for prohibitive cost under Track 1.

The table below summarizes the primary compliance options available to Gilroy to meet the Statewide Trash Provisions, shown for both the initial 30 percent milestone and full 100 percent buildout. For each option, the table describes what implementation would look like locally, along with key advantages and drawbacks identified to date, and rough order of magnitude capital and ongoing operation and maintenance estimates. Cost figures are at a planning level and will be refined as site specific designs and permitting requirements are confirmed.

Table 1. Summary assessment of compliance options

	Option	What it means for Gilroy	Pros	Cons	Costs Capital Estimates	O&M Estimates	Life Expectancy
30% Compliance	Catch Basin Inserts	Install certified full capture systems	Lower capital cost; recognized compliance;	Many units to track, document, and maintain	\$171,000	\$51,750	18 years plus
	Netting Systems ¹	Design, permitting, and install nets in stream, water board certification	Few systems installed	Complex maintenance, regulatory permitting	Undetermined	Undetermined	10 years
	Hydrodynamic Separators ²	Engineered vault in storm drain, pre-season service and inspections	Fewer sites; recognized compliance; low maintenance costs	Higher capital cost	\$3,500,000	\$3,500	50 years plus
	Track 2 Program ³	Multiple best practices	Flexible program	Regulatory uncertainty; ongoing consultant costs	Program development \$160,000–\$250,000; mapping, baselines, plans, implementation	Undetermined	N/A
100% Compliance	Catch Basin Inserts	Install certified full capture systems	Lower capital cost; recognized compliance;	Many units to track, document, and maintain	\$938,000	\$345,000	18 years plus
	Netting Systems ¹	Design, permitting, and install nets in stream, water board certification	Few systems installed	Complex maintenance, regulatory permitting	Undetermined	Undetermined	10 years
	Hydrodynamic Separators ²	Engineered vault in storm drain, pre-season service and inspections	Fewer sites; recognized compliance; low maintenance costs	Higher capital cost	\$10-15 Million	\$10,000	50 years plus
	Track 2 Program ³	Multiple best practices	Flexible program	Regulatory uncertainty; ongoing consultant costs	Program development \$160,000–\$250,000; mapping, baselines, plans, implementation	Undetermined	N/A

¹Outfall netting option is not recommended due to factors discussed in more detail in the staff report

²Hydrodynamic Separators there is currently no funding mechanism in place to support this option

³Track 2 assumes implementation of the Full Capture Devices for the 1st 30% requirement

Conclusions

- Track 1 compliance, regardless of the type, is direct and achievable. Installation of certified full trash capture systems is automatically recognized by the State as compliant, eliminating Water Board inconsistencies and unknown costs.
- Outfall netting, as outlined in the report, is not a viable option. With up to 47 outfall locations in various locations and conditions, the capital costs and ongoing maintenance costs will be prohibitive.
- Existing dedicated stormwater fees are available to complete Phase 1 (30-percent compliance) connector pipe screens recommended by staff. Although the

previous bids are no longer valid, indications are that the costs are likely to be within 10-20 percent of the prior bid, somewhere between \$200,000 and \$250,000. Completing the work will provide better data on trash/litter to be used in future Track 1 or 2 efforts.

- Maintenance of the Phase 1 (30-percent compliance) connector pipe screens recommended by staff is manageable by PW Operations. Further, maintenance of Phase 2 and Phase 3 (100-percent compliance) is predictable and within the capabilities of the Maintenance Worker 1/2 classification. New equipment and staffing would be necessary for work beyond 30-percent.
- The placement of hydrodynamic separators would be the easiest from a construction perspective and ease of maintenance. The upfront capital costs are significantly higher than the connector pipe screens. Long-term maintenance costs are minimal.
- Track 2 compliance is an option for the City to consider. As noted in the report, the Water Board sees Track 2 as a “last resort” option and may not support the City’s request. Staff is recommending that Track 2 only be used to address Phase 2 and Phase 3 (100-percent compliance). Actual costs are difficult to estimate until a Plan is developed. Evaluating Track 2 does not foreclose on implementing via Track 1 options.

ALTERNATIVES

With regard to the City's initial 30-percent trash capture obligation, consider the following alternatives:

1. Proceed with the installation of fabrication and installation of 73 connector pipe screens (a type of certified full trash capture system) to meet the City's December 2026, 30-percent MS4 trash capture mandate. Staff is recommending this method, given that the units are certified by the Water Board to meet MS4 trash capture obligations.
2. The City Council could direct staff to pursue the study and implementation of hydrodynamic separators in priority land use areas. This option is not recommended to meet the 30-percent MS4 requirement as there is insufficient time to conduct a study, prepare a finance plan, and implement hydrodynamic separators to meet the December 2026 deadline. Further, there is insufficient funding available to implement hydrodynamic separators at present.
3. The City Council could direct staff to pursue a Track 2 compliance method to meet the 30-percent MS4 requirement. Staff evaluated Track 2 and concluded that there is a certified compliance method available (pipe connector screens) and sufficient available funds, and therefore, Track 2 (per Water Board directive) was not a viable option for meeting the 30-percent obligation.

With regard to meeting the 65-percent and 100-percent trash capture obligations, consider the following alternatives:

1. Proceed with the installation of fabrication and installation of up to 427 additional trash capture devices to meet subsequent mandates. Staff is not recommending the alternative for meeting the 100-percent MS4 compliance obligation at this time. Staff believes there is value in assessing the viability of hydrodynamic separators and Track 2 compliance methods prior to proceeding with this option.
2. The City Council may direct staff to pursue the study of hydrodynamic separators in priority land use areas. This option is recommended given the relative ease of installation and maintenance. As noted previously, hydrodynamic separators have a substantial upfront capital cost, and the City has no specific funding source available for installation.
3. The City Council may direct staff to pursue the Track 2 compliance method, considered a "last resort" option by the Water Board. Staff remains concerned about the viability of Track 2 given the method is considered a "last resort" option available to jurisdictions lacking the financial capacity to implement a certified Track 1 method. It is also difficult to estimate the costs of Track 2, particularly given that the Water Board can regularly reassess and modify a Plan under Track 2. Costs could well exceed the costs of the certified trash capture devices.

FISCAL IMPACT/FUNDING SOURCE

The Stormwater Management Fund (422) has sufficient funding to complete Phase 1 (30-percent compliance) connector pipe screens. Fund 422 is derived from developer fees specific to post-construction stormwater treatment systems. The estimated cost of 73 trash capture systems is estimated at \$200,000 to \$250,000. There will be ongoing operational and maintenance costs, which will be paid from PW Operations' operating budget. Eventually, PW Operations will need to purchase a Regenerative Street Sweeper, which is estimated to cost \$450,000.

The costs of 100-percent compliance will depend on the direction of the City Council and are subject to detailed review at a later time.

PUBLIC OUTREACH

Staff will continue presenting trash management practices at community events and outreach campaigns.

NEXT STEPS

Based on Council direction:

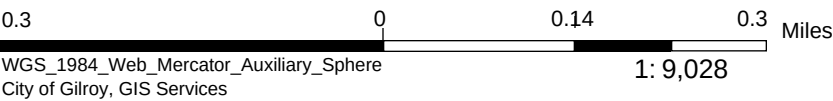
- Staff will initiate the RFP process for the installation of the 73 certified trash capture devices.
- Staff will develop an integrated program to provide equivalent full trash capture equivalency. This may require the use of consultants due to the complex nature of the program and staff availability.

Attachments:

1. Attachment A - Sample Outfalls
2. Attachment B - Locations

Attachment A - Sample Outfalls





Note: Map is for reference purposes only.

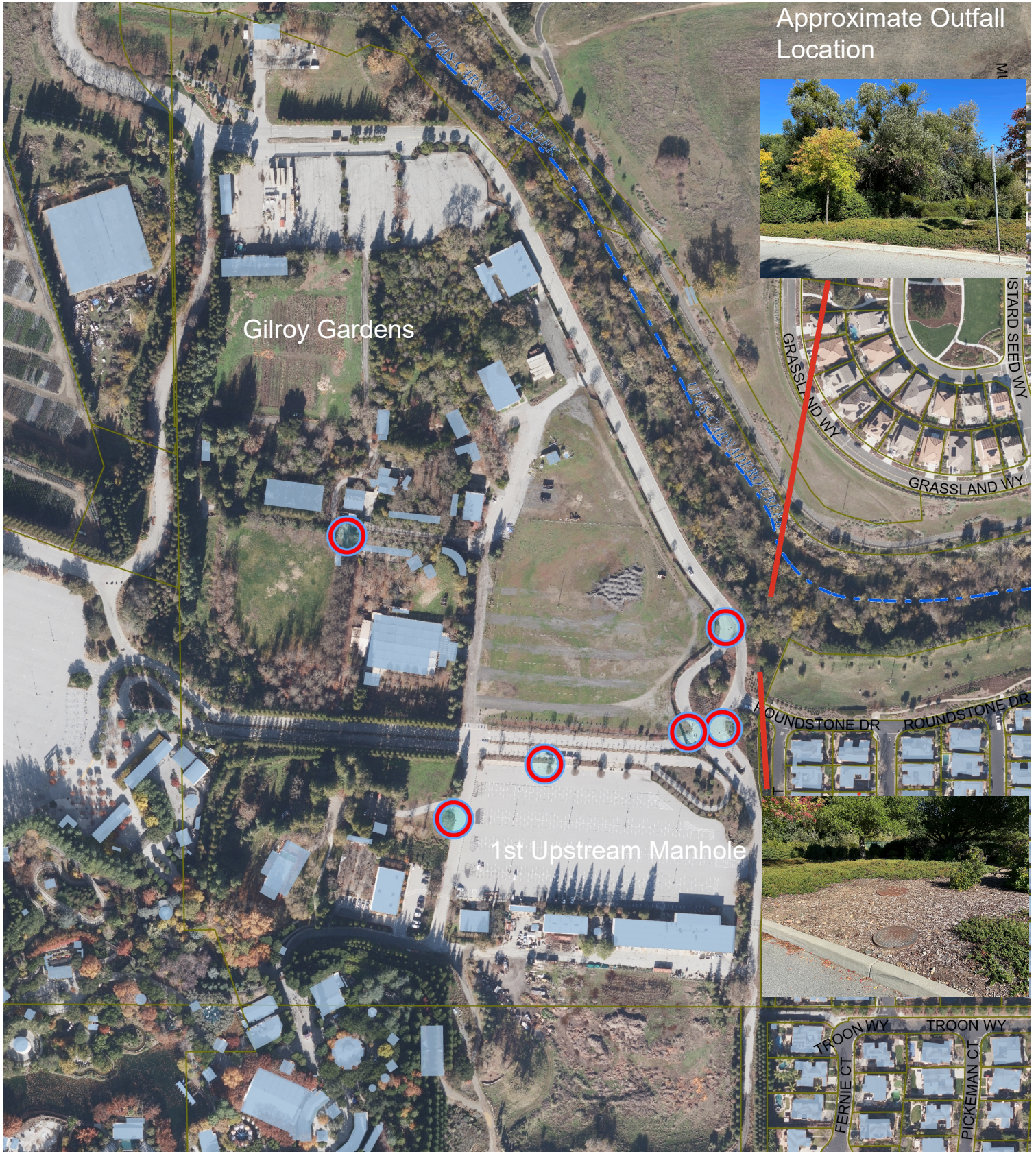


0.3 0 0.14 0.3 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere
City of Gilroy, GIS Services

1: 9,028

Note: Map is for reference purposes only.



0.1 0 0.07 0.1 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere
City of Gilroy, GIS Services

1: 4,514

Note: Map is for reference purposes only.



City of Gilroy

STAFF REPORT

Agenda Item Title: Mayoral Appointments of Council Members to Serve in Regional Representative Seats and Seats on Local Boards and Committees

Meeting Date: December 8, 2025
From: Brad Kilger, Interim City Administrator
Department: Administration
Submitted by: Kim Mancera, City Clerk
Prepared by: Kim Mancera, City Clerk

STRATEGIC PLAN GOALS:

RECOMMENDATION

Approve representative seat assignments as determined by Mayor Bozzo per California Government Code Section 40605.

EXECUTIVE SUMMARY

BACKGROUND

Pursuant to California Government Code Section 40605, Mayor Bozzo has reviewed the Council's appointments to regional and local boards and committees. After a thorough examination, he has recommended changes in appointments for 2026. Below is the list of appointments for 2026.

Board or Committee Name	Representative(s)	Alternate(s)
Association of Bay Area Governments (ABAG)	Zach Hilton	Kelly Ramirez
Cal Train Citizen Advisory		

Committee (CAC)		
Cal Train Policy Group (LPMG)	Tom Cline	Zach Hilton
Gilroy Gardens Board of Directors	Greg Bozzo	Kelly Ramirez
Sister Cities	Carol Marques	Tom Cline
Gilroy Youth Task Force	Tom Cline	Kelly Ramirez
Santa Clara Expressway Plan 2040 Policy Advisory Board (PAB)	Tom Cline	Zach Hilton
Santa Clara County Library Joint Powers Authority	Dion Bracco	Carol Marques
Santa Clara Habitat Agency Governing Board	Carol Marques	Kelly Ramirez
Santa Clara Valley Agency Implementation Board	Carol Marques	Kelly Ramirez
Santa Clara Water Commission	Dion Bracco	Terence Fugazzi
Valley Water Joint Water Resource Committee	Dion Bracco, Greg Bozzo	
Silicon Valley Clean Energy Authority JPA Board	Zach Hilton	Tom Cline
Silicon Valley Regional Interoperability Authority Board (SVRIA)	Tom Cline	Terence Fugazzi
South County Regional Wastewater Auth. (SCRAW) (3)	Dion Bracco, Terence Fugazzi, Kelly Ramirez	Carol Marques
South County Youth Task Force Policy Team	Greg Bozzo	Zach Hilton
Source Wise Advisory		
VTa Bike Ped. Advisory Committee	Emily Miller	
VTa Board of Directors		Greg Bozzo
VTa Mobility Partnership	Tom Cline, Terence Fugazzi	

VTA Policy Advisory Committee	Zach Hilton	Tom Cline
Visit Gilroy, Calif. Welcome Center	Terence Fugazzi	Tom Cline
Santa Clara Housing and Community Development Advisory Commission (HCDAC)	Kelly Ramirez	Greg Bozzo
Cities Association of Santa Clara County	Kelly Ramirez	Greg Bozzo

A red-lined version of the updated roster is attached. The Downtown Committee and Gilroy Economic Development Partnership have been removed from the list. These committees expired following completion of their duties.

ANALYSIS

ALTERNATIVES

FISCAL IMPACT/FUNDING SOURCE

There is no fiscal impact.

PUBLIC OUTREACH

This item was listed on the agenda for tonight and the agenda was posted outside of Council Chambers.

NEXT STEPS

The City Clerk will update the list to reflect the approved appointments.

Attachments:

1. 2026 Proposed Regional Roster



City of Gilroy

2026 City Roster of County, Regional, and Statewide Bodies

Association of Bay Area Governments (ABAG)

Phone Number: (510) 464-7900	Member(s):	Carol Marques <u>Zach Hilton</u>
	Alternate(s):	Kelly Ramirez
ABAG is the official comprehensive planning agency for the San Francisco Bay area region. ABAG's mission is to strengthen cooperation and coordination among local governments. In doing so, ABAG addresses social, environmental, and economic issues that transcend local borders.		
Meeting Information:	General Assembly meetings are held in the spring and fall each year.	

CalTrain Citizen Advisory Committee (CAC)*

Phone Number: (650) 508-6347	Member(s):	Steven Seebart ¹ <u>N/A</u>
	Alternate(s):	N/A
CAC is composed of nine volunteer members who serve in an advisory capacity to the tri-county policy board, providing input on the needs of current and potential rail customers, and reviewing and commenting on staff proposals and actions as requested by the board.		
Meeting Information:	3 rd Wednesday of each month 5:40 p.m. Edward J. Bacciocco Auditorium SamTrans Administrative Offices, 2 nd Floor 250 San Carlos Ave., San Carlos, CA (two blocks west of the San Carlos Caltrain Station)	

CalTrain Policy Group (LPMG)

Phone Number: (650) 508-6493	Member(s):	Zach Hilton <u>Tom Cline</u>
	Alternate(s):	Tom Cline <u>Zach Hilton</u>
The Local Policy Maker Group (LPMG) is an advisory group, comprised of officials from the cities and counties along the Caltrain corridor.		
Meeting Information:	Bi-monthly 4 th Thursday 5:30 p.m. Edward J. Bacciocco Auditorium SamTrans Administrative Offices, 2 nd Floor 250 San Carlos Ave., San Carlos, CA (two blocks west of the San Carlos Caltrain Station)	

~~Downtown Committee~~

Phone Number: (408) 846-0204	Member(s):	Terence Fugazzi	Kelly Ramirez
		Carol Marques	
The Downtown Committee is an Advisory Committee of members from the City Council and stakeholders in downtown Gilroy to provide recommendations and input into the completion of the adopted downtown recommendations, and other downtown-related activities.			
Meeting Information:	Second Tuesday of the month 8:00 a.m. Council Chambers 7351 Rosanna Street, Gilroy, CA 95020		

* Gilroy resident is appointed to this body.

¹ Term ends June 30, 2025~~6~~.



City of Gilroy 2026 City Roster of County, Regional, and Statewide Bodies

Gilroy Economic Development Partnership

Phone Number: (408) 842-6436 (408) 842-6437	Member(s):	N/A
	Alternate(s):	N/A
The Gilroy Economic Development Partnership consists of representatives from the Gilroy Chamber of Commerce, Gilroy Downtown Business Association, Visit Gilroy/California Welcome Center, Gilroy Gardens, Gilroy Garlic Festival, Gavilan College, and the City of Gilroy. The group was created to focus on the economic development of three specific recreation/tourism initiatives: Gilroy Sports Park, the city-owned 536 acres at Gilroy Gardens, and Downtown Gourmet Alley.		
Meeting Information:	4th Wednesday of each month 8:00 a.m. Cordevalle 1 Cordevalle Club Drive, San Martin, CA 95046	

Gilroy Gardens Board of Directors

Phone Number: (408) 840-7100	Member(s):	Greg Bozzo
	Alternate(s):	Kelly Ramirez
Gilroy Gardens Board of Directors is a non-profit educational institution whose mission is to educate and inspire families, especially children, to appreciate horticulture and the importance of trees in our lives by providing fun and memories in a beautiful garden setting.		
Meeting Information:	2nd Thursday of each month 3:00 p.m. Gilroy Gardens Operations Office Board Room Gilroy Gardens Family Theme Park 3050 Hecker Pass Hwy, Gilroy, CA 95020	

Gilroy Sister Cities Association

Phone Number: (408) 310-8059	Member(s):	<u>Kelly Ramirez</u> <u>Carol Marques</u>
	Alternate(s):	Tom Cline
The association furthers positive relations under the umbrella of Sister Cities International, funding and arranging student exchanges and tours of dignitaries from Gilroy's six sister cities from the countries of Japan, France, Italy, Portugal, Mexico, and Palau to foster deeper cross-cultural understanding and global cooperation towards sustainable economic and community development.		
Meeting Information:	2nd Tuesday of each month 6:00 p.m. Brownell School 7701 Hanna St, Gilroy, CA	



City of Gilroy

2026 City Roster of County, Regional, and Statewide Bodies

Gilroy Youth Task Force		
Phone Number: (408) 846-0440	Member(s):	Tom Cline
	Alternate(s):	Kelly Ramirez
The specific purpose of this corporation is to eliminate illegal gang activity, graffiti, and illegal alcohol and drug sales, distribution, and use within the Gilroy area and to provide the education, skills, and community activities to promote a drug and gang-free lifestyle, in order to maintain and enhance the quality of life in Gilroy.		
Meeting Information:	January Gilroy Senior Center Meeting Room Gilroy Senior Center 7371 Hanna St, Gilroy, CA	

South County Youth Task Force Policy Team		
Phone Number: (408) 299-5010	Member(s):	Greg Bozzo Zach Hilton
	Alternate(s):	Zach Hilton N/A
Formed to address the influences and impacts of gangs on south county youth and their communities to reduce juvenile delinquent behaviors, reduce recruitment of youth into gangs, and reduce gang violence within the boundaries of Gilroy, Morgan Hill, and the unincorporated County areas of San Martin.		
Meeting Information:	3 rd Wednesday of odd-numbered months 10:00 a.m.-12:00 p.m. Alternates between Gilroy and Morgan Hill	

Cities Association of Santa Clara County		
Phone Number: (408) 766-9534	Member(s):	Greg Bozzo Kelly Ramirez
	Alternate(s):	Greg Bozzo
The guiding principle remains to promote cooperation among the cities and advocate for positive action and enhance the quality of life for the residents of our county.		
Meeting Information:		

Santa Clara County Expressway Plan 2040 Policy Advisory Board (PAB)		
Phone Number: (408) 573-2438	Member(s):	Tom Cline
	Alternate(s):	Zach Hilton
The PAB provides an elected officials' forum for policy input to the Expressway Plan 2040 – a long-range plan for the eight-county expressways and transportation corridor		
Meeting Information:	Meets 5 times per year 6:30 p.m. SCC Board of Supervisors Chambers 70 W. Hedding St., San Jose, CA 95110	



City of Gilroy

2026 City Roster of County, Regional, and Statewide Bodies

Santa Clara County Library Joint Powers Authority		
Phone Number: (408) 293-2326 x3090	Member(s):	Dion Bracco
	Alternate(s):	Carol Marques
Provides policy direction and governance for the Santa Clara County Library District and oversees the County library budget, services, and programs for the service areas.		
Meeting Information:	4th Thursday of the months of January, April, October at 12:00 pm 1st Thursday in June at 12:00 pm Santa Clara County Library District Services and Support Center 1370 Dell Avenue Campbell, CA 95008	

Santa Clara Valley Habitat Agency Governing Board		
Phone Number: (408) 779-7261	Member(s):	Carol Marques
	Alternate(s):	<u>N/A</u> <u>Kelly Ramirez</u>
The SC Valley Habitat Agency established a two-tiered governance structure consisting of a Governing Board and an Implementation Board. The four Local Partners (Santa Clara County, Gilroy, Morgan Hill, and San Jose) form the Governing Board for the Implementing Agency.		
Meeting Information:	Min. of twice annually the third Thurs. of March and September 4:00 p.m. Santa Clara Valley Habitat Agency 535 Alkire Ave., Suite 100 Morgan Hill, CA 95037	

Santa Clara Valley Habitat Agency Implementation Board		
Phone Number: (408) 779-7261	Member(s):	Carol Marques
	Alternate(s):	<u>Kelly Ramirez</u> <u>N/A</u>
The SC Valley Habitat Agency Implementation Board comprises the four Governing Board members, together with two Habitat Plan permittees, the Santa Clara Valley Water District, and VTA. The Board oversees the majority of the operations of the Habitat Agency.		
Meeting Information:	Third Thursday of odd-numbered months 4:00 p.m. Santa Clara Valley Habitat Agency 535 Alkire Ave., Suite 100 Morgan Hill, CA 95037	

Santa Clara Valley Water Commission		
Phone Number: (408) 630-2883	Member(s):	Dion Bracco
	Alternate(s):	Terence Fugazzi
The Water Commission assists the Valley Water Board with issues pertaining to water supply and water quality, as well as policy matters that are of interest to the cities and Santa Clara County.		



City of Gilroy

2026 City Roster of County, Regional, and Statewide Bodies

Meeting Information:	Quarterly Jan, April, July, & October 12:00 p.m. Valley Water Board Room 5700 Almaden Expressway, San Jose, CA 95118
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Valley Water Joint Water Resources Committee		
Phone Number: (408) 630-2408	Member(s):	Dion Bracco Greg Bozzo
	Alternate(s):	N/A
This six-member Committee shall advance common South County water interests and receive input on future needs for groundwater management in the Llagas groundwater sub-basin; facilitate policy discussion and sharing of technical information on water supply planning for South County; identify demand for recycled water and share technical information on its use and implement the South County Recycled Water Master Plan. (Meets quarterly at SCRWA Treatment Plant)		
Meeting Information:	Quarterly 9:00 a.m. SCRWA Treatment Plant 500 Southside Dr. Gilroy, CA 95020	

South County Regional Wastewater Authority (SCRWA)		
Phone Number: (408) 848-0480	Member(s):	Dion Bracco Terence Fugazzi Kelly Ramirez
	Alternate(s):	Carol Marques
Serves as the governing body of the Authority, which provides the treatment and disposal of wastewater and recycled water for the cities of Gilroy and Morgan Hill.		
Meeting Information:	Meets Quarterly 8:00 a.m. SCRWA Treatment Plant 1500 Southside Dr. Gilroy, CA 95020	

Santa Clara County Housing and Community Development Advisory Commission (HCDAC)		
Phone Number: (408) 299-5001	Member(s):	Kelly Ramirez
	Alternate(s):	Greg Bozzo
The HCDAC advises the County Board of Supervisors regarding Urban County CDBG and HOME Programs		
Meeting Information:	TBD 6:15 pm Santa Clara County Board of Supervisors Chambers	



City of Gilroy

2026 City Roster of County, Regional, and Statewide Bodies

	70 W Hedding St., San Jose, CA 95110
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Silicon Valley Clean Energy Authority JPA Board		
Phone Number: (408) 721-5301	Member(s):	Zach Hilton
	Alternate(s):	Tom Cline
Twelve communities in Santa Clara County formed a Joint Powers Agency named the Silicon Valley Clean Energy Authority (SVCE), a local non-profit public agency that will run a Community Choice Energy (CCE) program.		
Meeting Information:	Second Wednesday of each month 7:00 pm Santa Clara County Board Room 70 W Hedding St., San Jose, CA 95110	

Silicon Valley Regional Interoperability Authority Board (SVRIA)		
Phone Number: (408) 630-2408	Member(s):	Tom Cline
	Alternate(s):	Terence Fugazzi
The nine-person SVRIA Board of Directors provides strategic guidance to staff, and the Working Committee reviews and approves the annual budget, hires the Executive Director and General Counsel, and oversees SVRIA activities. The Silicon Valley Regional Interoperability Authority (SVRIA) exists to identify, coordinate, and implement communications interoperability solutions to its member agencies to seamlessly integrate voice and data communications between law enforcement, fire, and rescue services, emergency medical services, and emergency management for routine operations, critical incidents, and disaster response and recovery. SVRIA also provides strategic planning support for its members.		
Meeting Information:	Quarterly in March, June, September, and November	

Sourcewise Advisory Council*		
Phone Number: (408) 350-3200	Member(s):	Dyanne Hofstad ²
	Alternate(s):	N/A
The purpose of the Council is to advise Sourcewise and its Board of Directors about the needs of older adults and disabled persons in the county, to advocate on behalf of the most vulnerable and those of greatest need within the community, and to inform the community of resources and services available through Sourcewise.		
Meeting Information:	1 st Monday of each month (10 x per year) 12:00 p.m.-2:00 p.m. Meetings via Zoom until further notice	

Valley Transportation Authority (VTA) Bicycle Pedestrian Advisory Committee (BPAC) *		
Phone Number: (408) 321-5555	Member(s):	<u>Eugene Bernosky</u> ³ <u>Emily Miller</u>
	Alternate(s):	N/A

* Gilroy residents are appointed to these bodies.

² Term ends July 1, 2026.

³ Term ends June 30, 2024~~6~~.



City of Gilroy

2026 City Roster of County, Regional, and Statewide Bodies

	:	
The BPAC comprises 16 members representing each of the 15 cities and the county. It also has one ex-officio (non-voting) position for the Silicon Valley Bicycle Coalition. The BPAC advises the Board on funding and planning issues for bicycle and pedestrian projects. It also serves as the countywide bicycle advisory committee for Santa Clara County.		
Meeting Information:	2 nd Wednesday of each month 6:30 p.m. Teleconference	

VTA Board of Directors		
Phone Number: (408) 321-5680 (Gilroy-Morgan Hill Rotation)	Member(s):	Mark Turner (MH)
	Alternate(s):	Greg Bozzo
VTA Board of Directors sets VTA policy, amends the VTA Administrative Code, supports or opposes state or federal legislation, adopts the annual VTA budget, approves collective bargaining agreements and recommends major capital improvement projects to the appropriate regional, state and federal funding authorities.		
Meeting Information:	1 st Thursday of each month 5:30 p.m. SCC Board of Supervisors Chambers 70 W. Hedding St., San Jose, CA 95110	

VTA Mobility Partnership Committee		
Phone Number: (408) 321-5907	Member(s):	Tom Cline Terence Fugazzi
	Alternate(s):	N/A
Comprised of San Benito Co. Board Members, Gilroy, Hollister, and Morgan Hill Council Members along with VTA technical staff to jointly look at Highway 152 and 25 corridors.		
Meeting Information:	Bi-monthly Gilroy City Council Chambers 7351 Rosanna St., Gilroy, CA	

VTA Policy Advisory Committee		
Phone Number: (408) 321-5680	Member(s):	Zach Hilton
	Alternate(s):	Tom Cline
The PAC ensures that all jurisdictions within the county have access to the development of VTA's policies.		
Meeting Information:	2nd Thursday of each month 4:00 p.m. Conference Room B104 VTA River Oaks Campus 3331 North First Street, San Jose, CA 95134	
Visit Gilroy California Welcome Center Board		
Phone Number: (408) 842-6436 (as suggested for Visit Gilroy Board appointment)	Member(s):	Terence Fugazzi
	Alternate(s):	Tom Cline



City of Gilroy 2026 City Roster of County, Regional, and Statewide Bodies

The Welcome Center is in place to enhance the image and economy of the City by marketing the city and assisting to facilitate a viable business community.

<u>Meeting</u> <u>Information:</u>	<u>3rd Thursday of each month 8:00 a.m.</u> <u>Location varies within Gilroy</u>
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City of Gilroy

2026 City Roster of County, Regional, and Statewide Bodies

VTA Policy Advisory Committee

Phone Number: (408) 321-5680

Member(s):

Zach Hilton

Alternate(s):

Tom Cline

~~The PAC ensures that all jurisdictions within the county have access to the development of VTA's policies.~~

Meeting
Information:

~~2nd Thursday of each month | 4:00 p.m.
Conference Room B104
VTA River Oaks Campus
3331 North First Street, San Jose, CA 95134~~

Visit Gilroy California Welcome Center Board

Phone Number: (408) 842-6436

~~(as suggested for Visit Gilroy Board appointment)~~

Member(s):

Terence Fugazzi

Alternate(s):

Tom Cline

~~The Welcome Center is in place to enhance the image and economy of the City by marketing the city and assisting to facilitate a viable business community.~~

Meeting
Information:

~~3rd Thursday of each month | 8:00 a.m.
Location varies within Gilroy~~



City of Gilroy

STAFF REPORT

Agenda Item Title: Appointment of Council Member Zach Hilton to the position of Mayor Pro Tempore for 2026

Meeting Date: December 8, 2025

From: Brad Kilger, Interim City Administrator

Department: Administration

Submitted by: Kim Mancera, City Clerk

Prepared by: Kim Mancera, City Clerk

STRATEGIC PLAN GOALS:

RECOMMENDATION

Appointment of Council Member Zach Hilton to the position of Mayor Pro Tempore for 2026.

EXECUTIVE SUMMARY

BACKGROUND

Section 502 of the Charter is entitled "Mayor Pro Tempore," and describes the following:

"At the first meeting of the Council following the election or appointment of a member to the Council, the Council shall elect one of its members as Mayor Pro Tempore who shall act as Mayor during the absence or inability of the Mayor to act. In the case of the temporary absence or disability of both the Mayor and the Mayor Pro Tempore, the Council shall elect one of its members to act as Mayor Pro Tempore."

The role of the Mayor Pro Tempore is to serve in a leadership role in the absence of the Mayor. For example, if the Mayor were to be ill on the evening of a Council meeting, the Mayor Pro Tempore would lead and run the meeting.

In 2018, then Mayor Roland Velasco, with the assistance of the City Attorney's Office, researched the Mayor Pro Tempore selection process. It was determined, and reported in the 2018 staff report, that the Council has authority to elect a Mayor Pro Tempore when it desires to do so, and that the Council can determine the length of time the Mayor Pro Tempore will serve in that capacity. It was also determined, if the Council decides to institute a form of rotation for the position, that is allowable under the Charter. As stated above, the only Charter restriction is the requirement to elect a Mayor Pro Tempore following the election or appointment of a new Council Member.

Therefore, at this time, Mayor Bozzo is recommending that Council Member Zach Hilton be selected to serve as the Mayor Pro Tempore for calendar year 2026.

ANALYSIS

ALTERNATIVES

Not Applicable.

FISCAL IMPACT/FUNDING SOURCE

There is no fiscal impact.

PUBLIC OUTREACH

This item was listed on the agenda for tonight and the agenda was posted outside of Council Chambers.

NEXT STEPS

Attachments:

None



City of Gilroy

STAFF REPORT

Agenda Item Title: Consent the Appointment of Scot Smithee (CalPERS Retired Annuitant) as the Interim Police Chief Following Successful Completion of all Peace Officer Standards & Training (POST) Hiring Requirements and Adoption of a Resolution Approving the Appointment and Employment Agreement

Meeting Date: December 8, 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

- a) Consent the City Administrator's recommendation to appoint Scot Smithee (CalPERS Retired Annuitant) as Interim Police Chief effective upon successful completion of all Peace Officer Standards & Training (POST) Hiring Requirements.
- b) Adopt a resolution of the City Council of the City of Gilroy approving the appointment of Scot Smithee (CalPERS Retired Annuitant) as Interim Police Chief pursuant to Government Code Section 21221(h) and authorizing the City Administrator to execute the employment agreement to include setting the employment start date following successful completion of all POST hiring requirements.

EXECUTIVE SUMMARY

To ensure continuity in the leadership and management of the Police Department, it is recommended that the City Council consent to the appointment of Scot Smithee (CalPERS retired annuitant) as Interim Police Chief effective upon successful completion of the Peace Officer Standards & Training (POST) hiring requirements (estimated to be December 15, 2025), and approve the resolution consenting to the appointment and authorizing the City Administrator to execute the employment

agreement.

Mr. Smithee is a California Public Employees' Retirement System (CalPERS) retired annuitant, having retired as Gilroy's Police Chief in 2020. He has the education, skills, and experience to hit the ground running and serve as Interim Police Chief pending successful completion of all required Peace Officer Standards & Training (POST) hiring requirements for a sworn peace officer/chief. Scot Smithee will serve as Interim Police Chief until the new Gilroy City Administrator selects a Police Chief. It is estimated that a new City Administrator will be selected on January 5, 2026, with an official start date to follow. One of the first significant decisions for the new City Administrator will be to select and recommend the appointment of the next Police Chief. It is estimated that a selection will be made @ February 2026 with a start date to follow mandatory POST hiring requirements.

BACKGROUND

Scot Smithee retired from the position of Police Chief effective June 1, 2020. As most know, Chief Smithee retired in 2015 from the position of Police Captain and later came out of retirement in 2017 to serve as Gilroy's Police Chief. He also served as the Interim Fire Department Director prior to the hiring of Fire Chief Fleeup. Mr. Smithee has agreed to return again to serve as the Interim Police Chief while the City completes the recruitment for a new Police Chief. This appointment is necessary due to the quick departure of Interim Police Chief Ken Binder who was recently appointed as the San Mateo County Sheriff. The Police Chief recruitment process is already underway and a selection will be made by the new City Administrator as noted above.

California Government Code Section 21221(h), allows an agency to hire a retired annuitant to serve in an "interim" position when there is an immediate need for expertise and specialized skills and a recruitment is underway for the position. The city has a Police Chief recruitment underway with the assistance of Peckham & McKenney executive search. We expect a new Police Chief will start work in the March 2026 time frame. Further, the retired annuitant may not work more than 960 hours in a fiscal year and cannot receive any compensation other than the hourly rate of pay for the work performed by other employees performing comparable duties.

In the Interim Police Chief role, Scot Smithee agrees to perform the following duties related to the Gilroy Police Department:

1. Administer and manage comprehensive police services such as the preservation of order, protection of life and property and the enforcement of laws and municipal ordinances, all in a strong partnership with the community, using customer service techniques.
2. Formulate and enforce departmental rules, policies and procedures, and maintain effective discipline.
3. Manage the selection and assignment of Police Department employees.
4. Review and approve departmental personnel actions.
5. Direct the administration of staff training programs.

6. Formulate the annual departmental budget, and control budget expenditures.
7. Prepare regular and requested oral and written reports for presentation to the City Administrator and the City Council.
8. Direct the preparation of internal reports, orders and directives.
9. Direct the preparation of external reports such as criminal statistic reports to the Federal Bureau of Investigation, Department of Justice, and California Highway Patrol.
10. Administer the communications operations, records, permits and licensing.
11. Administer the Law Enforcement Branch of the City's Emergency Operations Center.
12. Coordinate Police service activities with those of other law enforcement and related organizations.
13. Confer with attorneys and others in connection with prosecution of law violators, defending and protecting the City against civil liability and administrative personnel practices.
14. Attend public administration conferences, meetings, and seminars.
15. Perform public liaison work to maximize citizen support and to formulate and explain Police policies, programs and activities.
16. Perform Police and field duties including but not limited to incident command of major operations.
17. Perform other related duties as assigned.

As Interim Police Chief, Scot Smithee will continue to report directly to the City Administrator and shall comply with all City rules, policies, guidelines, regulations, and laws.

To ensure continuity in the management of the Police Department during a critical time period, it is recommended that the City Council consent the appointment of Scot Smithee as Interim Police Chief (retired annuitant) and approve the resolution consenting the appointment and authorizing the Interim City Administrator to execute the employment agreement.

CalPERS is currently reviewing the resolution and employment agreement associated with this staff report. If any mandatory updates are needed, those attachments will be updated and routed/posted.

ANALYSIS

n/a

ALTERNATIVES

The recommended alternative is to consent the appointment of Scot Smithee as the Interim Police Chief (retired annuitant) and adopt the resolution approving his

appointment and employment agreement. The alternative would be not to approve the interim appointment and the City would need to identify someone else to serve as the Interim Police Chief. This alternative is not recommended.

FISCAL IMPACT/FUNDING SOURCE

This interim appointment provides a cost savings to the city as only the hourly rate for the position is paid to the retired annuitant and not any benefits. It is estimated that this interim appointment will save the city approximately \$8,200 per month, which is all general fund savings. Over a four-month period, the savings will total approximately \$32,800.

PUBLIC OUTREACH

n/a

NEXT STEPS

Upon Council approval, the Interim City Administrator and Scot Smithee will sign the employment agreement. Other than completion of any final POST hiring requirements, the shift to Interim Police Chief will be seamless. Completion of the POST requirements began shortly after Chief Binder announced his departure and should be completed by December 15, 2025. The Police Chief hiring process will remain on track with the new City Administrator selecting a new Police Chief shortly after hire. The interim assignment will end upon the hiring of a regular Police Chief.

Attachments:

1. Smithee Scot Council Resolution for Interim Police Chief Appointment 21221h 12.8.25
2. Scot Smithee Employment Agreement Dec 2025 Exhibit A

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY APPOINTING SCOT SMITHEE AS INTERIM POLICE CHIEF AND APPROVING EMPLOYMENT AGREEMENT

WHEREAS, Government Code Section 21221(h) permits the City Council to appoint a retired annuitant to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and

WHEREAS, Scot Smithee retired from California Public Employees' Retirement System employment in 2020; and

WHEREAS, the position of Police Chief is currently vacant with a selection to be made by the new City Administrator within a reasonable time period following the City Administrator starting employment; and

WHEREAS, Interim Police Chief Binder resigned from his interim Police Chief assignment rather quickly in mid-November to accept appointment with another agency; and

WHEREAS, Scot Smithee has over 30 years of experience in law enforcement and extensive expertise in Police Department management for a local government, including having served as Police Chief for the City of Gilroy for over three years; and

WHEREAS, the Gilroy City Council desires to consent the City Administrator's recommendation to appoint retired annuitant Scot Smithee to the vacant position of Interim Police Chief for the City of Gilroy under Government Code Section 21221(h), effective upon completion of Peace Officer Standards and Training (POST) hiring requirements (estimated to be on or about December 15, 2025); and

WHEREAS, an appointment under Government Code Section 21221(h) requires that the City has initiated steps to begin the recruitment process for the vacant position; and

WHEREAS, this Section 21221(h) appointment shall only be made once and therefore will end on the date immediately preceding the date on which the permanent replacement for the vacant position of Police Chief for the City of Gilroy commences his or her employment or, if earlier, the date that this appointment is terminated by the City or Scot Smithee; and

WHEREAS, the entire employment agreement between Scot Smithee and the City of Gilroy has been reviewed by this body and is attached hereto as **Exhibit A**; and

WHEREAS, no matters, issues, terms, and/or conditions related to this employment and appointment have been or will be placed on the consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base monthly salary for this position is \$23,427.67 and the hourly equivalent is \$135.16 and the minimum base monthly salary for this position is \$17,056.25 and the hourly equivalent is \$98.40; and

WHEREAS, the hourly rate to be paid to Scot Smithee will be \$135.16; and

WHEREAS, Scot Smithee has not and will not receive any other benefit, incentive compensation in lieu of benefits or any other form of compensation in addition to this hourly pay rate.

NOW, THEREFORE, the City Council of the City of Gilroy hereby finds, determines, and resolves as follows:

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City Council hereby certifies the nature of the employment of Scot Smithee as described herein and detailed in the attachment employment agreement and that this appointment is necessary to fill the critically needed position of Police Chief for the City of Gilroy to provide the specialized skills necessary to lead and manage the City's Police Department.
3. The City Council hereby authorizes the appointment of Scot Smithee to Interim Police Chief effective upon completion of all POST hiring requirements (on or about December 15, 2025) pursuant to the authority provided under Government Code Sections 21221(h), which shall end on the date immediately preceding the date on which the permanent replacement for the vacant position of Police Chief for the City of Gilroy commences his or her employment or, if earlier, the date that this appointment is terminated by the City or Scot Smithee.
4. The employment agreement with Scot Smithee, a copy of which is attached hereto as **Exhibit A** and will be maintained on file with the Human Resources Department, is approved by the City Council on December 8, 2025, effective on completion of all POST hiring requirements (on or about December 15, 2025).
5. The Interim City Administrator is authorized to execute said agreement on behalf of the City, with such technical amendments as may be deemed appropriate by the Interim City Administrator and City Attorney.

PASSED AND ADOPTED this 8th day of December, 2025 by the following roll call

vote:

Resolution No. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY APPOINTING SCOT SMITHEE AS
INTERIM POLICE CHIEF AND APPROVING EMPLOYMENT AGREEMENT

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AYES: **COUNCIL MEMBERS:**

NOES: **COUNCIL MEMBERS:**

ABSTAIN: **COUNCIL MEMBERS:**

ABSENT: **COUNCIL MEMBERS:**

APPROVED:

Greg Bozzo, Mayor

ATTEST:

Kim Mancera, City Clerk

EXHIBIT A

RETIRED ANNUITANT EMPLOYMENT AGREEMENT

The Retired Annuitant Employment Agreement (“Agreement”) is made by and between the City of Gilroy, a municipal corporation of the State of California (“City”) and Scot Smithee, an individual (“Retired Annuitant”) effective upon successful completion of all required Peace Officer Standards & Training (POST) hiring requirements (“Effective Date”).

RECITALS

A. Retired Annuitant previously was employed by the City of Gilroy for over thirty years to include three (3) years as Police Chief; and

B. Retired Annuitant retired from the City of Gilroy effective June 1, 2020 and began collecting a retirement pension from the California Public Employees’ Retirement System (CalPERS); and

C. The City has a vacancy in the position of Police Chief, a regular position for which the City is conducting a recruitment for a permanent appointment; and

D. The City has an immediate need for an employee to temporarily perform the position of Police Chief, a position involving specialized skills and training and which is critically necessary to the on-going duties and functions of the City’s Police Department; and

E. Retired Annuitant has the necessary qualifications, experience and abilities to assist City in the duties of management of the Police Department; and

F. Retired Annuitant’s employment is authorized by Government Code section 21221(h), which permits the City to appoint a CalPERS retired annuitant to a vacant position requiring specialized skills during recruitment for a permanent replacement.

G. City desires to retain the services of Retired Annuitant in accordance with California Government Code Section 21221(h) and Retired Annuitant agrees to provide certain services to City under the strict terms and conditions set out in this Agreement.

In consideration of this matter described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties of this Agreement agree as follows:

AGREEMENT

Section 1. Term of Services

The term of this Agreement is from successful completion of Peace Officer Standards & Training (POST) hiring requirements (estimated to be December 15, 2025) until such time as a permanent replacement for the position of Police Chief has been selected and has commenced employment, unless terminated sooner as provided below.

Section 2. Scope of Services

Retired Annuitant, as an officer of the city, agrees to perform the following duties related to the Gilroy Police Department:

- Administer and manage comprehensive police services such as the preservation of order, protection of life and property and the enforcement of laws and municipal ordinances, all in a strong partnership with the community, using customer service techniques.
- Formulate and enforce departmental rules, policies and procedures, and maintain-effective discipline.
- Manage the selection and assignment of Police Department employees.
- Review and approve departmental personnel actions.
- Direct the administration of staff training programs.
- Formulate the annual departmental budget, and control budget expenditures.
- Prepare regular and requested oral and written reports for presentation to the City Administrator and the City Council.
- Direct the preparation of internal reports, orders, and directives.
- Direct the preparation of external reports such as criminal statistic reports to the Federal Bureau of Investigation, Department of Justice, and California Highway Patrol.
- Administer the communications operations, records, permits and licensing.
- Administer the Law Enforcement Branch of the City's Emergency Operations Center.
- Coordinate Police service activities with those of other law enforcement and related organizations.
- Confer with attorneys and others in connection with prosecution of law violators, defending and protecting the City against civil liability and administrative personnel practices.
- Attend public administration conferences, meetings, and seminars.
- Perform public liaison work to maximize citizen support and to formulate and explain Police policies, programs, and activities.
- Perform Police and field duties including but not limited to incident command of major operations.
- Perform other related duties as assigned.

Retired Annuitant will report directly to the City Administrator. Retired Annuitant shall comply with all City rules, policies, guidelines, regulations, and laws.

Section 3. Compensation; Hours

City agrees to compensate Retired Annuitant at \$135.16 per hour for all services provided under this Agreement. Payments from City to Retired Annuitant shall be made during the normal payroll cycles of other City employees.

City has reviewed and compared the hourly rate set forth in this Section with other employees performing comparable duties and the hourly rate set forth in this Section does not exceed such other employees' compensation.

Retired Annuitant agrees and acknowledges that he shall not perform any services under this Agreement or as an extra help retired annuitant exceeding a total of nine hundred sixty (960) hours during any fiscal year (July 1 to June 30) inclusive of any hours worked during the same period for other CalPERS employers as a retired annuitant. Retired Annuitant shall record his hours on a pre-approved timesheet that shall be submitted to the City every month.

The position is a temporary, hourly assignment which is generally not expected to exceed 40 hours per week. The City, through the City Administrator, will assign Retired Annuitant hours to work. Due to the nature of the position, it is understood that the workday and workweek hours may vary, however Retired Annuitant shall not work overtime (i.e. in excess of 40 hours per week) as payment of overtime is prohibited under Government Code Section 21221(h).

There are no other benefits, incentives, compensation in lieu of benefits or other forms of compensation in addition to the hourly pay rate set forth in this Section.

Section 4. Location

The primary location for services will be at the following addresses:

Gilroy Police Department, 7301 Hanna Street, Gilroy, California 95020
Gilroy City Hall, 7351 Rosanna Street, Gilroy, California 95020

Section 5. Compliance with Laws

This Agreement will be construed in accordance with and governed by the laws in the State of California. In the event that suit shall be brought by any of the parties, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California. Retired Annuitant shall comply with all applicable laws, rules, policies, and guidelines. Retired Annuitant agrees and acknowledges that the State of California and the governing body of the California Public Employees' Retirement System enact strict laws, regulations and guidelines relating to services provided by "retired annuitants" to public agencies contracting with the California Public Employees' Retirement System. Retired Annuitant agrees to comply with all applicable laws, regulations and guidelines relating to the services provided under this Agreement.

Section 6. Termination

This Agreement may be terminated by either party for convenience by providing written notice to the other party.

Section 7. Miscellaneous

a. Retired Annuitant has read each and every part of this Agreement and Retired Annuitant freely and voluntarily has entered into this Agreement. This Agreement is a negotiated document and shall

not be interpreted for or against any party by reason of the fact that such party may have drafted this Agreement or any of its provisions.

b. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjusted shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

c. This Agreement represents the entire and integrated agreement between City and Retired Annuitant and supersedes all prior negotiations, representations, or agreements, either written or oral.

In witness where of the parties have duly affixed their signatures on this __ day of December, 2025.

Employer: City of Gilroy Brad Kilger, Interim City Administrator	
Employment Effective Date	
Retired Annuitant Scot Smithee	

Approved as to Form:

Andrew L. Faber, City Attorney

Attest:

Kim Mancera, City Clerk



City of Gilroy

STAFF REPORT

Agenda Item Title: Consent the Appointment of Karl Bjarke (CalPERS Retired Annuitant) as the Interim Utilities Director Effective December 23, 2025 and Adoption of a Resolution Approving the Appointment and Employment Agreement

Meeting Date: December 8, 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

- a) Consent the City Administrator's recommendation to appoint Karl Bjarke (CalPERS Retired Annuitant) as Interim Utilities Director effective December 23, 2025.
- b) Adopt a resolution of the City Council of the City of Gilroy approving the appointment of Karl Bjarke (CalPERS Retired Annuitant) as Interim Utilities Director effective December 23, 2025 pursuant to Government Code Section 21221(h) and authorizing the City Administrator to execute the employment agreement.

EXECUTIVE SUMMARY

To ensure continuity in the leadership and management of the Utilities Department, it is recommended that the City Council consent to the appointment of Karl Bjarke (CalPERS retired annuitant) as Interim Utilities Director effective December 23, 2025 and approve the resolution consenting to the appointment and authorizing the City Administrator to execute the employment agreement. This date will allow for some overlap transition time with retiring Utilities Director Heath McMahon whose last day of work is December 29, 2025 (retirement effective December 30, 2025).

BACKGROUND

As noted above, due to the upcoming retirement of Utilities Director Heath McMahon, the City of Gilroy will have a vacancy in the position of Utilities Director. The City plans to commence a recruitment for a Utilities Director prior to December 23, 2025 and hire an Interim Utilities Director to serve while the recruitment is being conducted. Former Morgan Hill Public Works Director Karl Bjarke is available to serve as the Interim Utilities Director. Mr. Bjarke is a California Public Employees' Retirement System (CalPERS) retired annuitant having retired in 2017. He has the education, skills, and experience to hit the ground running and serve as Gilroy's Interim Utilities Director beginning December 23, 2025.

Mr. Bjarke has over twenty-eight years of related municipal work experience. He served the City of Morgan Hill for over fifteen years most recently in the capacity of Public Works Director (six years). Prior to serving as the Director, Mr. Bjarke was the Deputy Public Works Director for approximately nine years. He has significant experience in the areas of Water and Wastewater. He also holds a State of California Professional Engineer license. Given his work in Morgan Hill, Mr. Bjarke is well versed with the South County Regional Wastewater Authority (SCRWA), Valley Transportation Authority (VTA), Santa Clara Valley Water District (SCVWD), Caltrans, and other similar agencies important to the work of Utilities. Mr. Bjarke has previously served as Gilroy's interim Public Works Director on two occasions when the position was vacant and under recruitment.

California Government Code Section 21221(h) allows an agency to hire a retired annuitant to serve in an "interim" position when there is an immediate need for expertise and specialized skills and a recruitment is underway for the position. Prior to December 23, 2025, the City will initiate a recruitment for a new Utilities Director and complete the selection process in the next four to six months. Further, the retired annuitant may not work more than 960 hours in a fiscal year and cannot receive any compensation other than the hourly rate of pay for the work performed by other employees performing comparable duties.

In the Interim Utilities Director role, and as an officer of the City, Karl Bjarke agrees to perform the following duties related to the Gilroy Utilities Department:

- Serve as head of the Utilities Department and technical advisor to the City Administrator and other department heads on utilities related matters.
- Develop and direct the implementation of goals, objectives, policies, procedures, and work standards for the Utilities Department.
- Plan, organize, assign, direct, review, and evaluate utilities and utility-related engineering activities, including project planning, design, construction, and inspection.
- Plan, organize, assign, direct, review, and evaluate all maintenance activities, including the, water and wastewater utilities.

- Plan, organize, and direct the City utilities program which includes: water supply, treatment, storage, conservation, distribution, facilities, and customer service operations; wastewater collection, treatment, and redistribution.
- Implement the City's Water, Wastewater Master Plans and long-term South County Regional Wastewater Authority (SCRWA) Capital Improvement Plan.
- Forecast water usage needs, develop plans for water distribution and recycling accordingly, and allocate funds as necessary.
- Coordinate with Valley Water to ensure the City's long-term sustainability of water supply needs are met and groundwater supplies are properly protected.
- Perform preliminary and final engineering review and consultation on public and private utility-related projects with developers, designers, and project engineers; review and sign maps, plans, specifications, and projects for compliance with sound engineering practices and existing laws; review initial studies and environmental impact reports for adequate mitigation of utility infrastructure impacts.
- Confer with City officials and community groups on proposed utilities projects.
- Prepare and present comprehensive technical reports.
- Make presentations before Boards, Commissions, and the City Council.
- Direct the departmental budget to include: preparing section budgets, preparing the annual five-year and ten-year capital improvement budgets for utility projects, preparing, and administering the SCRWA budget, and monitoring revenues and expenditures.
- Research, develop, and monitor grant funding, programs, and projects.
- Research, analyze, and make recommendations for cost effective departmental operations to include: designing, administering, and evaluating departmental programs and services; addressing process issues; and implementing required changes.
- Select, train, and evaluate department personnel.
- Monitor developments related to municipal utilities matters; evaluate their impact upon City operations and recommend policy and procedural improvements.
- Coordinate the activities of the Utilities Department with those of other departments and agencies. Meet with and represents the City in project development and negotiations with regional agencies such as Valley Water and our SCRWA partner, City of Morgan Hill.
- Serve as the City's representative on all local, regional, and state-level boards including those at Valley Water to ensure that the City has representation for all matters impacting Gilroy rate payers.
- May be assigned to support the Operations Branch, or other branches, of the city's Emergency Operations Center.
- Perform related work as assigned.

As Interim Utilities Director, Karl Bjarke will report directly to the City Administrator and shall comply with all City rules, policies, guidelines, regulations, and laws. Mr. Bjarke will be paid \$131.22 per hour with no other benefits or incentives.

CalPERS is currently reviewing the resolution and employment agreement associated with this staff report. If any mandatory updates are needed, those attachments will be updated and routed/posted.

ANALYSIS

n/a

ALTERNATIVES

The recommended alternative is to consent the appointment of Karl Bjarke as the Interim Utilities Director (retired annuitant) and adopt the resolution approving his appointment and employment agreement. The alternative would be not to approve the interim appointment and the City would need to identify someone else to serve as the Interim Utilities Director. This alternative is not recommended.

FISCAL IMPACT/FUNDING SOURCE

This interim appointment provides a cost savings to the city as only the hourly rate for the position is paid to the retired annuitant and not any benefits. It is estimated that this interim appointment will save the city enterprise funds (water and wastewater) approximately \$6,800 per month. Over a four-month period, the savings will total approximately \$27,200 - \$40,800.

PUBLIC OUTREACH

n/a

NEXT STEPS

Upon Council approval, the Interim City Administrator and Karl Bjarke will sign the employment agreement. Mr. Bjarke will begin work on December 23, 2025 to allow for a smooth transition of leadership in the Utilities Department. Further, a recruitment process for Utilities Director will be initiated prior to December 23, 2025 as required by CalPERS.

Attachments:

1. Bjarke Karl Council Resolution for Interim Utilities Director Appointment 21221h 12.8.25
2. Bjarke Karl Employment Agreement Dec 2025 Exhibit A

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY APPOINTING KARL BJARKE AS INTERIM UTILITIES DIRECTOR AND APPROVING EMPLOYMENT AGREEMENT

WHEREAS, Government Code Section 21221(h) permits the City Council to appoint a retired annuitant to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and

WHEREAS, Karl Bjarke retired from California Public Employees' Retirement System employment in December 2017; and

WHEREAS, the position of Utilities Director will become vacant later this month due to the retirement of Utilities Director Heath McMahon; and

WHEREAS, Karl Bjarke has over 28 years of experience in the area of public works and municipal engineering, to include the areas of water and wastewater and served as the City of Morgan Hill Public Works Director from 2011 - 2017; and

WHEREAS, Karl Bjarke has served two times as Gilroy's Interim Public Works Director when the position was vacant and has familiarity with Gilroy policies, processes, and procedures; and

WHEREAS, the Gilroy City Council desires to consent the City Administrator's recommendation to appoint retired annuitant Karl Bjarke to the vacant position of Interim Utilities Director for the City of Gilroy under Government Code Section 21221(h), effective December 23, 2025; and

WHEREAS, an appointment under Government Code Section 21221(h) requires that the City has initiated steps to begin the recruitment process for the vacant position, a step that will be completed prior to December 23, 2025; and

WHEREAS, this Section 21221(h) appointment shall only be made once and therefore will end on the date immediately preceding the date on which the permanent replacement for the vacant position of Utilities Director for the City of Gilroy commences his or her employment or, if earlier, the date that this appointment is terminated by the City or Karl Bjarke; and

WHEREAS, the entire employment agreement between Karl Bjarke and the City of Gilroy has been reviewed by this body and is attached hereto as **Exhibit A**; and

WHEREAS, no matters, issues, terms, and/or conditions related to this employment and appointment have been or will be placed on the consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base monthly salary for this position is \$23,427.67 and the hourly equivalent is \$135.16 and the minimum base monthly salary for this position is \$17,056.25 and the hourly equivalent is \$98.40; and

WHEREAS, the hourly rate to be paid to Karl Bjarke will be \$131.22; and

WHEREAS, Karl Bjarke has not and will not receive any other benefit, incentive compensation in lieu of benefits or any other form of compensation in addition to this hourly pay rate.

NOW, THEREFORE, the City Council of the City of Gilroy hereby finds, determines, and resolves as follows:

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City Council hereby certifies the nature of the employment of Karl Bjarke as described herein and detailed in the attachment employment agreement and that this appointment is necessary to fill the critically needed position of Utilities Director for the City of Gilroy to provide the specialized skills necessary to lead and manage the City's Utilities Department.
3. The City Council hereby authorizes the appointment of Karl Bjarke to Interim Utilities Director effective December 23, 2025 pursuant to the authority provided under Government Code Sections 21221(h), which shall end on the date immediately preceding the date on which the permanent replacement for the vacant position of Utilities Director for the City of Gilroy commences his or her employment or, if earlier, the date that this appointment is terminated by the City or Karl Bjarke.
4. The employment agreement with Karl Bjarke, a copy of which is attached hereto as **Exhibit A** and will be maintained on file with the Human Resources Department, is approved by the City Council on December 8, 2025, and is effective December 31, 2025.
5. The Interim City Administrator is authorized to execute said agreement on behalf of the City, with such technical amendments as may be deemed appropriate by the Interim City Administrator and City Attorney.

PASSED AND ADOPTED this 8th day of December, 2025 by the following roll call

vote:

Resolution No. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY APPOINTING KARL BJARKE AS
INTERIM UTILITIES DIRECTOR AND APPROVING EMPLOYMENT AGREEMENT

City Council Meeting | December 8, 2025

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AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

APPROVED:

Greg Bozzo, Mayor

ATTEST:

Kim Mancera, City Clerk

EXHIBIT A

RETIRED ANNUITANT EMPLOYMENT AGREEMENT

The Retired Annuitant Employment Agreement (“Agreement”) is made by and between the City of Gilroy, a municipal corporation of the State of California (“City”) and Karl Bjarke, an individual (“Retired Annuitant”) effective December 23, 2025 (“Effective Date”).

RECITALS

A. Retired Annuitant previously was employed by the City of Morgan Hill and other California Public Employees’ Retirement System (CalPERS) employers since 1989, having previously served as Morgan Hill’s Public Works Director from 2011-2017; and

B. Retired Annuitant retired from public service effective December 2, 2017 and began collecting a retirement pension from the California Public Employees’ Retirement System (CalPERS); and

C. The City has a vacancy in the position of Utilities Director, a regular position for which the City will commence steps to initiate the recruitment for a permanent appointment prior to December 23, 2025; and

D. The City has an immediate need for an employee to temporarily perform the position of Utilities Director, a position involving specialized skills and training, and which is critically necessary to the on-going duties and functions of the City’s Utilities Department; and

E. Retired Annuitant has the necessary qualifications, experience, and abilities to assist City in the duties of leadership and management of the Utilities Department; and

F. Retired Annuitant’s employment is authorized by Government Code section 21221(h), which permits the City to appoint a CalPERS retired annuitant to a vacant position requiring specialized skills during recruitment for a permanent replacement; and

G. City desires to retain the services of Retired Annuitant in accordance with California Government Code Section 21221(h) and Retired Annuitant agrees to provide certain services to City under the strict terms and conditions set out in this Agreement; and

In consideration of this matter described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties of this Agreement agree as follows:

AGREEMENT

Section 1. Term of Services

The term of this Agreement is from December 23, 2025 until such time as a permanent replacement for the position of Utilities Director has been selected and has commenced employment, unless terminated sooner as provided below.

Section 2. Scope of Services

Retired Annuitant, as an officer of the city, agrees to perform the following duties related to the Gilroy Utilities Department:

- Serve as head of the Utilities Department and technical advisor to the City Administrator and other department heads on utilities related matters.
- Develop and direct the implementation of goals, objectives, policies, procedures, and work standards for the Utilities Department.
- Plan, organize, assign, direct, review, and evaluate utilities and utility-related engineering activities, including project planning, design, construction, and inspection.
- Plan, organize, assign, direct, review, and evaluate all maintenance activities, including the, water and wastewater utilities.
- Plan, organize, and direct the City utilities program which includes: water supply, treatment, storage, conservation, distribution, facilities, and customer service operations; wastewater collection, treatment, and redistribution.
- Implement the City's Water, Wastewater Master Plans and long-term South County Regional Wastewater Authority (SCRWA) Capital Improvement Plan.
- Forecast water usage needs, develop plans for water distribution and recycling accordingly, and allocate funds as necessary.
- Coordinate with Valley Water to ensure the City's long-term sustainability of water supply needs are met and groundwater supplies are properly protected.
- Perform preliminary and final engineering review and consultation on public and private utility-related projects with developers, designers, and project engineers; review and sign maps, plans, specifications, and projects for compliance with sound engineering practices and existing laws; review initial studies and environmental impact reports for adequate mitigation of utility infrastructure impacts.
- Confer with City officials and community groups on proposed utilities projects.
- Prepare and present comprehensive technical reports.
- Make presentations before Boards, Commissions, and the City Council.
- Direct the departmental budget to include: preparing section budgets, preparing the annual five-year and ten-year capital improvement budgets for utility projects, preparing, and administering the SCRWA budget, and monitoring revenues and expenditures.
- Research, develop, and monitor grant funding, programs, and projects.
- Research, analyze, and make recommendations for cost effective departmental operations to include: designing, administering, and evaluating departmental programs and services; addressing process issues; and implementing required changes.
- Select, train, and evaluate department personnel.
- Monitor developments related to municipal utilities matters; evaluate their impact upon City operations and recommend policy and procedural improvements.
- Coordinate the activities of the Utilities Department with those of other departments and agencies. Meet with and represents the City in project development and negotiations with regional agencies such as Valley Water and our SCRWA partner, City of Morgan Hill.

- Serve as the City’s representative on all local, regional, and state-level boards including those at Valley Water to ensure that the City has representation for all matters impacting Gilroy rate payers.
- May be assigned to support the Operations Branch, or other branches, of the city’s Emergency Operations Center.
- Perform related work as assigned.

Retired Annuitant will report directly to the City Administrator. Retired Annuitant shall comply with all City rules, policies, guidelines, regulations, and laws.

Section 3. Compensation; Hours

City agrees to compensate Retired Annuitant at \$131.22 per hour for all services provided under this Agreement. Payments from City to Retired Annuitant shall be made during the normal payroll cycles of other City employees.

City has reviewed and compared the hourly rate set forth in this Section with other employees performing comparable duties and the hourly rate set forth in this Section does not exceed such other employees’ compensation.

Retired Annuitant agrees and acknowledges that he shall not perform any services under this Agreement or as an extra help retired annuitant exceeding a total of nine hundred sixty (960) hours during any fiscal year (July 1 to June 30) inclusive of any hours worked during the same period for other CalPERS employers as a retired annuitant. Retired Annuitant shall record his hours on a pre-approved timesheet that shall be submitted to the City every month.

The position is a temporary, hourly assignment which is generally not expected to exceed 40 hours per week. The City, through the City Administrator, will assign Retired Annuitant hours to work. Due to the nature of the position, it is understood that the workday and workweek hours may vary, however Retired Annuitant shall not work overtime (i.e. in excess of 40 hours per week) as payment of overtime is prohibited under Government Code Section 21221(h).

There are no other benefits, incentives, compensation in lieu of benefits or other forms of compensation in addition to the hourly pay rate set forth in this Section.

Section 4. Location

The primary location for services will be at the following addresses:

Gilroy Utilities Department, 250 W. Sixth Street, Gilroy, California 95020
 Gilroy Corporation Yard, 613 Old Gilroy Street, Gilroy, California 95020
 Gilroy City Hall, 7351 Rosanna Street, Gilroy, California 95020

Section 5. Compliance with Laws

This Agreement will be construed in accordance with and governed by the laws in the State of California. In the event that suit shall be brought by any of the parties, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California. Retired Annuitant shall comply with all applicable laws, rules, policies, and guidelines.

Retired Annuitant agrees and acknowledges that the State of California and the governing body of the California Public Employees’ Retirement System enact strict laws, regulations and guidelines relating to services provided by “retired annuitants” to public agencies contracting with the California Public Employees’ Retirement System. Retired Annuitant agrees to comply with all applicable laws, regulations and guidelines relating to the services provided under this Agreement.

Section 6. Termination

This Agreement may be terminated by either party for convenience by providing written notice to the other party.

Section 7. Miscellaneous

- a. Retired Annuitant has read each and every part of this Agreement and Retired Annuitant freely and voluntarily has entered into this Agreement. This Agreement is a negotiated document and shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Agreement or any of its provisions.

- b. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjusted shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

- c. This Agreement represents the entire and integrated agreement between City and Retired Annuitant and supersedes all prior negotiations, representations, or agreements, either written or oral.

In witness where of the parties have duly affixed their signatures on this __ day of December, 2025.

Employer: City of Gilroy Brad Kilger, Interim City Administrator	
Post-Retirement Employment [21221(h)] Effective Date	December 23, 2025
Retired Annuitant Karl Bjarke	

Approved as to Form:

Andrew L. Faber, City Attorney

Attest:

Kim Mancera, City Clerk



City of Gilroy

STAFF REPORT

Agenda Item Title: Consent the Appointment of LeeAnn McPhillips (CalPERS Retired Annuitant as of December 31, 2025) as the Interim Administrative Services & Human Resources Director/Risk Manager Effective December 31, 2025 and Adoption of a Resolution Approving the Appointment and Employment Agreement and Waiving the 180-Day Wait Period for Post-Retirement Employment

Meeting Date: December 8, 2025
From: Brad Kilger, Interim City Administrator
Department: Administration
Submitted by: Brad Kilger, City Administrator
Prepared by: Brad Kilger, City Administrator

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

- a) Consent the City Administrator's recommendation to appoint LeeAnn McPhillips (CalPERS Retired Annuitant as of December 31, 2025) as Interim Administrative Services & Human Resources Director/Risk Manager effective December 31, 2025.
- b) Adopt a resolution of the City Council of the City of Gilroy approving the appointment of LeeAnn McPhillips (CalPERS Retired Annuitant as of December 31, 2025) as Interim Administrative Services & Human Resources Director/Risk Manager effective December 31, 2025 and waiving the 180-day wait period for post-retirement employment pursuant to Government Code Section 21221(h) and Section 7522.56 authorizing the City Administrator to execute the employment agreement.

EXECUTIVE SUMMARY

To ensure continuity in the leadership and management of the Administrative Services & Human Resources/Risk Management Department, it is recommended that the City Council consent to the appointment of LeeAnn McPhillips (CalPERS retired annuitant

effective December 31, 2025) as Interim Administrative Services & Human Resources Director/Risk Manager effective December 31, 2025 and approve the resolution consenting to the appointment, waiving the 180-day wait period, and authorizing the City Administrator to execute the employment agreement. This date will ensure continuity for the City and the Department and will ensure that vital work continues until the recruitment process can be completed and a smooth transition can occur.

BACKGROUND

After over twenty-six years with the City of Gilroy, LeeAnn McPhillips has elected to retire effective December 31, 2025. With this retirement, the City of Gilroy will have a vacancy in the position of Administrative Services & Human Resources Director/Risk Manager. The City plans to commence a recruitment for a new Director prior to December 31, 2025. Ms. McPhillips has agreed to continue in an interim capacity while the recruitment process is being conducted and to ensure a smooth handoff to the next Director. Given that she has been serving in this capacity for many years and has significant institutional knowledge, it will be a great help to the City to have her continue in a part-time basis until the position is filled. Due to some family obligations, Ms. McPhillips will work an average of 30 hours per week – some weeks may be more or less depending on the needs of the City and her family obligations.

California Government Code Section 21221(h) allows an agency to hire a retired annuitant to serve in an “interim” position when there is an immediate need for expertise and specialized skills and a recruitment is underway for the position. Prior to December 31, 2025, the City will initiate a recruitment for a new Director and complete the selection process in the next four to six months. Further, the retired annuitant may not work more than 960 hours in a fiscal year (July 1 – June 30) and cannot receive any compensation other than the hourly rate of pay for the work performed by other employees performing comparable duties.

In addition, Government Code Section 7522.56 eliminates the 60-day bona fide separation from employment prior to establishing a post-retirement employment arrangement and allows the agency to adopt a resolution to waive the 180-day wait period for post-retirement employment when the retiree is older than the normal retirement age contained in any formula which computes the retiree’s retirement allowance. Ms. McPhillips meets this requirement.

In the Interim Administrative Services & Human Resources Director/Risk Manager role, and as an officer of the City, LeeAnn McPhillips agrees to perform the following duties related to the Gilroy Administrative Services & Human Resources/Risk Management Department:

- Lead, manage, and supervise the functions of Human Resources, Risk Management, Facilities, & Fleet.
- Serve as a member of the Senior Executive/Department Head team.

- resources programs, including recruitment and selection, classification and pay, labor relations, equal employment, risk management, and training.
- Represent the City in contract negotiations with representatives of bargaining units, and work with employee representatives to foster positive employee relations.
- Administer the City's risk management/risk avoidance program, including general liability and workers' compensation claims; represent the City at meetings with third party administrator.
- Manage the City's benefits, health, and safety programs.
- Identify, plan, and coordinate staff development training for City employees.
- Supervise and conduct classification and compensation studies.
- Assign, review, coordinate and evaluate the work of Human Resources staff members; provide necessary training and guidance; take appropriate disciplinary actions.
- Draft, recommend, and implement administrative policies and procedures related to Human Resources, labor relations, and Risk Management.
- Administer, interpret, and apply provisions of personnel policies and regulations, memoranda of understanding, and related policy documents.
- Advise and assist managers on personnel and labor relations matters, including employment, disciplinary actions, grievances, and performance problems and evaluations.
- Serve as staff to City Personnel Commission; prepare agendas and recommendations.
- Supervise the preparation and maintenance of records and reports, including personnel files, required statistical reporting, and related documents.
- Investigate allegations of sexual harassment, employment discrimination, and other policy violations; monitor the City's equal employment program.
- Serve on internal and external committees and represent the City in related professional areas.
- Develop and assist in the development and implementation of goals, objectives, policies, priorities, and work standards.
- Prepare and present reports, recommendations, and analyses related to assigned areas of work.
- Develop specifications, evaluate proposals, and recommend selection of consultants/contractors; monitor and administer consultant/contractor agreements/contracts.
- Prepare, or oversee the preparation, and administer budget for Human Resources, Risk Management, Facilities, and Fleet.
- Assist City Administrator in the evaluation of the Administrative Services functions for possible reorganization of the Facilities and Fleet functions.
- Perform related work as assigned.

As Interim Administrative Services & Human Resources Director/Risk Manager, LeeAnn McPhillips will report directly to the City Administrator and shall comply with all City

rules, policies, guidelines, regulations, and laws. Ms. McPhillips will be paid \$135.16 per hour (her current base salary rate) with no other benefits or incentives.

ANALYSIS

n/a

ALTERNATIVES

The recommended alternative is to consent the appointment of LeeAnn McPhillips as the Interim Administrative Services & Human Resources Director/Risk Manager (retired annuitant) and adopt the resolution approving her appointment and waiving the 180-day wait period for post-retirement employment and employment agreement. The alternative would be not to approve the interim appointment and the City would need to identify someone else to serve as the Interim Administrative Services & Human Resources Director/Risk Manager. This alternative is not recommended.

FISCAL IMPACT/FUNDING SOURCE

This interim appointment provides a cost savings to the city as only the hourly rate for the position is paid to the retired annuitant and not any benefits. It is estimated that this interim appointment will save the city approximately \$6,800 per month (general fund). Over a four-six month period, the savings will total approximately \$27,200 - \$40,800.

PUBLIC OUTREACH

n/a

NEXT STEPS

Upon Council approval, the Interim City Administrator and LeeAnn McPhillips will sign the employment agreement. Ms. McPhillips will begin work in the Interim capacity on December 31, 2025. Further, a recruitment process for a new Director will be initiated prior to December 31, 2025 as required by CalPERS.

Attachments:

1. McPhillips LeeAnn Council Resolution for Interim AS & HR Director Risk Mgr Appointment 21221h and 180 Day Waiver 12.8.25
2. McPhillips LeeAnn Employment Agreement Dec 2025 Exhibit A

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY APPOINTING LEEANN MCPHILLIPS AS INTERIM ADMINISTRATIVE SERVICES & HUMAN RESOURCES DIRECTOR/RISK MANAGER, APPROVING EMPLOYMENT AGREEMENT, AND WAIVING THE 180-DAY WAIT PERIOD

WHEREAS, in compliance with Government Code section 7522.56 the City of Gilroy must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since his or her retirement date; and

WHEREAS, LeeAnn McPhillips, will retire from the City of Gilroy in the position of Administrative Services & Human Resources Director/Risk Manager, effective December 31, 2025; and

WHEREAS, section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is June 30, 2026 (date of 181st day after retirement) without this certification resolution; and

WHEREAS, section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the Gilroy City Council, the City of Gilroy, and LeeAnn McPhillips certify that LeeAnn McPhillips has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, section 7522.56 provides that if the retiree is older than the normal retirement age based on all the retiree's retirement formulas, the employer may establish an agreement with the retiree for post-retirement employment in advance of the retiree's retirement date; and

WHEREAS, the Gilroy City Council desires to consent the City Administrator's recommendation to appoint LeeAnn McPhillips as an interim appointment retired annuitant to the vacant position of Administrative Services & Human Resources Director/Risk Manager for the City of Gilroy under Government Code section 21221(h), effective December 31, 2025; and

WHEREAS, an appointment under Government Code Section 21221(h) requires that the City has initiated steps to begin the recruitment process for the vacant position, a step that will be completed prior to December 31, 2025; and

WHEREAS, this Section 21221(h) appointment shall only be made once and therefore will end on the date immediately preceding the date on which the permanent replacement for the vacant position of Administrative Services & Human Resources Director/Risk Manager for the City of Gilroy commences his or her employment or, if earlier, the date that this appointment is terminated by the City or LeeAnn McPhillips; and

WHEREAS, the entire employment agreement between LeeAnn McPhillips and the City of Gilroy has been reviewed by this body and is attached hereto as **Exhibit A**; and

WHEREAS, no matters, issues, terms, or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base monthly salary for this position is \$23,427.67 and the hourly equivalent is \$135.16 and the minimum base monthly salary for this position is \$17,056.25 and the hourly equivalent is \$98.40; and

WHEREAS, the hourly rate to be paid to LeeAnn McPhillips will be \$135.16; and

WHEREAS, LeeAnn McPhillips has not and will not receive any other benefit, incentive compensation in lieu of benefits or any other form of compensation in addition to this hourly pay rate.

NOW, THEREFORE, the City Council of the City of Gilroy hereby finds, determines, and resolves as follows:

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City Council hereby certifies the nature of the employment of LeeAnn McPhillips as described herein and detailed in the attachment employment agreement and that this appointment is necessary to fill the critically needed position of Administrative Services & Human Resources Director/Risk Manager for the City of Gilroy to provide the specialized skills necessary to lead and manage the City's Administrative Services & Human Resources/Risk Management Department.
3. The City Council hereby authorizes the appointment of LeeAnn McPhillips to Interim Administrative Services & Human Resources Director/Risk Manager effective December 31, 2025 pursuant to the authority provided under Government Code Sections 21221(h), which shall end on the date immediately preceding the date on which the permanent replacement for the vacant position of Administrative Services & Human Resources Director/Risk Manager for the City of Gilroy commences his or her employment or, if earlier, the date that this appointment is terminated by the City or LeeAnn McPhillips.
4. The City Council hereby authorizes the appointment of LeeAnn McPhillips to Interim Administrative Services & Human Resources Director/Risk Manager effective December 31, 2025 pursuant to the authority provided under Government Code Section 7522.56 which eliminates the 60-day bona fide separation from employment prior to establishing a post-retirement employment arrangement and adopting a resolution to waive the 180-day wait period for post-retirement employment as LeeAnn McPhillips is older than the highest normal retirement age contained in any formula which computes her retirement allowance.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY APPOINTING LEEANN MCPHILLIPS AS INTERIM ADMINISTRATIVE SERVICES & HUMAN RESOURCES DIRECTOR/RISK MANAGER AND APPROVING EMPLOYMENT AGREEMENT

City Council Meeting | December 8, 2025

Page 3 of 3

5. The employment agreement with LeeAnn McPhillips, a copy of which is attached hereto as **Exhibit A** and will be maintained on file with the Human Resources Department, is approved by the City Council on December 8, 2025, and is effective December 31, 2025.
6. The Interim City Administrator is authorized to execute said agreement on behalf of the City, with such technical amendments as may be deemed appropriate by the Interim City Administrator and City Attorney.

PASSED AND ADOPTED this 8th day of December, 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

RETIRED ANNUITANT EMPLOYMENT AGREEMENT

The Retired Annuitant Employment Agreement (“Agreement”) is made by and between LeeAnn McPhillips, an individual (“Retired Annuitant”) effective December 31, 2025 (“Effective Date”).

RECITALS

A. Retired Annuitant previously was employed by the City of Gilroy and City of Morgan Hill, CalPERS employers since 1990, having served as Gilroy’s Administrative Services & Human Resources Director/Risk Manager from 2020-2025 and Gilroy’s Human Resources Director/Risk Manager from 1999 - 2020; and

B. Retired Annuitant will retire from public service effective December 31, 2025 and will begin collecting a retirement pension from the California Public Employees’ Retirement System (CalPERS); and

C. The City will have a vacancy in the position of Administrative Services & Human Resources Director/Risk Manager, a regular position for which the City will commence steps to initiate the recruitment for a permanent appointment prior to December 31, 2025; and

D. The City has an immediate need for an employee to temporarily perform the position of Administrative Services & Human Resources Director/Risk Manager, a position involving specialized skills and training, and which is critically necessary to the on-going duties and functions of the City of Gilroy and the City’s Administrative Services & Human Resources/Risk Management Department; and

E. Retired Annuitant has the necessary qualifications, experience, and abilities to assist City in the duties of leadership and management of the Administrative Services & Human Resources/Risk Management Department; and

F. Retired Annuitant’s employment is authorized by Government Code section 21221(h), which permits the City to appoint a CalPERS retired annuitant to a vacant position requiring specialized skills during recruitment for a permanent replacement; and

G. City desires to retain the services of Retired Annuitant in accordance with California Government Code Section 21221(h) and Retired Annuitant agrees to provide certain services to City under the strict terms and conditions set out in this Agreement; and

H. Retired Annuitant’s employment is authorized by Government Code section 7522.56 which eliminates the 60-day bona fide separation from employment prior to establishing a post-retirement employment arrangement and allows the agency to adopt a resolution to waive the 180-day wait period for post-retirement employment when the retiree is older than the normal retirement age contained in any formula which computes the retiree’s retirement allowance. Retired Annuitant meets this requirement.

In consideration of this matter described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties of this Agreement agree as follows:

AGREEMENT

Section 1. Term of Services

The term of this Agreement is from December 31, 2025 until such time as a permanent replacement for the position of Administrative Services & Human Resources Director/Risk Manager has been selected and has commenced employment, unless terminated sooner as provided below.

Section 2. Scope of Services

Retired Annuitant, as an officer of the city, agrees to perform the following duties related to the Gilroy Administrative Services & Human Resources/Risk Management Department:

- Lead, manage, and supervise the functions of Human Resources, Risk Management, Facilities, & Fleet.
- Serve as a member of the Senior Executive/Department Head team.
- Plan, organize, supervise, and participate in the activities of the City's human resources programs, including recruitment and selection, classification and pay, labor relations, equal employment, risk management, and training.
- Represent the City in contract negotiations with representatives of bargaining units, and work with employee representatives to foster positive employee relations.
- Administer the City's risk management/risk avoidance program, including general liability and workers' compensation claims; represent the City at meetings with third party administrator.
- Manage the City's benefits, health, and safety programs.
- Identify, plan, and coordinate staff development training for City employees.
- Supervise and conduct classification and compensation studies.
- Assign, review, coordinate and evaluate the work of Human Resources staff members; provide necessary training and guidance; take appropriate disciplinary actions.
- Draft, recommend, and implement administrative policies and procedures related to Human Resources, labor relations, and Risk Management.
- Administer, interpret, and apply provisions of personnel policies and regulations, memoranda of understanding, and related policy documents.
- Advise and assist managers on personnel and labor relations matters, including employment, disciplinary actions, grievances, and performance problems and evaluations.
- Serve as staff to City Personnel Commission; prepare agendas and recommendations.
- Supervise the preparation and maintenance of records and reports, including personnel files, required statistical reporting, and related documents.
- Investigate allegations of sexual harassment, employment discrimination, and other policy violations; monitor the City's equal employment program.
- Serve on internal and external committees and represent the City in related professional areas.
- Develop and assist in the development and implementation of goals, objectives, policies, priorities, and work standards.
- Prepare and present reports, recommendations, and analyses related to assigned areas of work.

- Develop specifications, evaluate proposals, and recommend selection of consultants/contractors; monitors and administer consultant/contractor agreements/contracts.
- Prepare, or oversee the preparation, and administer budget for Human Resources, Risk Management, Facilities, and Fleet.
- Assist City Administrator in the evaluation of the Administrative Services functions for possible reorganization of the Facilities and Fleet functions.
- Perform related work as assigned.

Retired Annuitant will report directly to the City Administrator. Retired Annuitant shall comply with all City rules, policies, guidelines, regulations, and laws.

Section 3. Compensation; Hours

City agrees to compensate Retired Annuitant at \$135.16 per hour for all services provided under this Agreement. Payments from City to Retired Annuitant shall be made during the normal payroll cycles of other City employees.

City has reviewed and compared the hourly rate set forth in this Section with other employees performing comparable duties and the hourly rate set forth in this Section does not exceed such other employees' compensation.

Retired Annuitant agrees and acknowledges that she shall not perform any services under this Agreement or as an extra help retired annuitant exceeding a total of nine hundred sixty (960) hours during any fiscal year (July 1 to June 30) inclusive of any hours worked during the same period for other CalPERS employers as a retired annuitant. Retired Annuitant shall record her hours on a pre-approved timesheet that shall be submitted to the City every month.

The position is a temporary, hourly assignment which is generally not expected to exceed 40 hours per week. The City, through the City Administrator, will assign Retired Annuitant hours to work. Due to the nature of the position, it is understood that the workday and workweek hours may vary, however Retired Annuitant shall not work overtime (i.e. in excess of 40 hours per week) as payment of overtime is prohibited under Government Code Section 21221(h).

There are no other benefits, incentives, compensation in lieu of benefits or other forms of compensation in addition to the hourly pay rate set forth in this Section.

Section 4. Location

The primary location for services will be at the following addresses:

Gilroy City Hall, 7351 Rosanna Street, Gilroy, California 95020

Section 5. Compliance with Laws

This Agreement will be construed in accordance with and governed by the laws in the State of California. In the event that suit shall be brought by any of the parties, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California. Retired Annuitant shall comply with all applicable laws, rules, policies, and guidelines.

Retired Annuitant agrees and acknowledges that the State of California and the governing body of the California Public Employees’ Retirement System enact strict laws, regulations and guidelines relating to services provided by “retired annuitants” to public agencies contracting with the California Public Employees’ Retirement System. Retired Annuitant agrees to comply with all applicable laws, regulations and guidelines relating to the services provided under this Agreement.

Section 6. Termination

This Agreement may be terminated by either party for convenience by providing written notice to the other party.

Section 7. Miscellaneous

- a. Retired Annuitant has read each and every part of this Agreement and Retired Annuitant freely and voluntarily has entered into this Agreement. This Agreement is a negotiated document and shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Agreement or any of its provisions.

- b. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjusted shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

- c. This Agreement represents the entire and integrated agreement between City and Retired Annuitant and supersedes all prior negotiations, representations, or agreements, either written or oral.

In witness where of the parties have duly affixed their signatures on this __ day of December, 2025.

Employer: City of Gilroy Brad Kilger, Interim City Administrator	
Post-Retirement Employment [21221(h)] Effective Date	December 31, 2025
Retired Annuitant LeeAnn McPhillips	

Approved as to Form:

Andrew L. Faber, City Attorney

Attest:

Kim Mancera, City Clerk