



CITY COUNCIL REGULAR MEETING AGENDA

CITY COUNCIL 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, JANUARY 27, 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

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

Send written comments on any agenda item to publiccomments@cityofgilroy.org or City Hall, 7351 Rosanna Street, Gilroy, CA 95020. Comments received by 1 p.m. on the meeting day will be distributed to the City Council before the meeting. Comments are also available at bit.ly/3NuS1IN.



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



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

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

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

KNOW YOUR RIGHTS UNDER THE GILROY OPEN GOVERNMENT ORDINANCE

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

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

If you need translation assistance, contact the City Clerk 72 hours before the meeting at 408-846-0204 or cityclerk@cityofgilroy.org.

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



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

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

bit.ly/3FBiGA0

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

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

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

The agenda for this meeting is outlined as follows:

- 1. OPENING**
 - 1.1. Call to Order**
 - 1.2. Pledge of Allegiance**
 - 1.3. Invocation**
 - 1.4. City Clerk's Report on Posting the Agenda**
 - 1.5. Roll Call**
 - 1.6. Orders of the Day**
 - 1.7. Employee Introductions**
- 2. CEREMONIAL ITEMS - Proclamations and Awards**
 - 2.1. Presentation of Certificates of Commendation for Pajaro River Watershed Cleanup**
 - 2.2. Presentation of Retirement Proclamations to Marc Stelling, Michael Pardini, and Michael Beebe**
- 3. COUNCIL CORRESPONDENCE (Informational Only)**
- 4. PRESENTATIONS TO THE COUNCIL**
 - 4.1. Presentation from the Gilroy Tennis Club/Tennis Center**

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

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

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

5. 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 (alternate), 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)

6. BOARD AND COMMISSION INTERVIEWS

6.1. Interviews for Open Seats on Boards, Commissions, and Committees with Future Appointment on February 3, 2025

1. Staff Report: Beth Minor, Interim City Clerk
2. Possible Action:

Staff recommends the Council interview those applicants who could not attend the interviews held on Monday, January 6, 2025.

7. CONSENT CALENDAR

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

- 7.1. Approval of the Action Minutes of the January 6, 2025 City Council Regular Meeting**
- 7.2. Approve the Donation of Maui, a Trained Therapy Dog from the Leadership Gilroy Class of 2024**
- 7.3. Adoption of an Ordinance Approving the First Amendment to the Development Agreement Between the City of Gilroy and Glen Loma Corporation for the Glen Loma Ranch Project to Extend the Term of the Development Agreement by Three Years**
- 7.4. Approve a Resolution Amending Resolution No. 2023-27 to Reduce the Number of Council Members Serving on the Downtown Committee.**

8. BIDS AND PROPOSALS

8.1. Award a Three-Year Contract to Secure Guard Security Services in a Total Amount of \$233,451 with an Annual Not-to-Exceed Amount of \$77,817 for Park Patrol Security Services, with Up to Two, One-Year Extension Options

1. Staff Report: Matt Jones, Deputy Public Works Director
2. Public Comment
3. Possible Action:

City Council:

1. Approve the award of a three-year agreement with Secure Guard Security Services for Park Patrol Security Services in the amount of \$233,451, with an annual not-to-exceed amount of \$77,817 and with two, one-year extension options.
2. Authorize the City Administrator to execute the contract and associated documents.

8.2. Award a Contract to Apex Companies for the FY25 Installation of Small Trash Capture Devices Project No. 25-PW-293 in the amount of \$189,800; Approve a Budget Amendment; Approve a Project Contingency of \$60,200; Approve a Total Project Expenditure of \$250,000 for Construction; and Adopt a Resolution Amending the Fiscal Year 2025 Budget

1. Staff Report: Daniel Padilla, City Engineer
2. Public Comment
3. Possible Action:

1. Award a contract in the amount of \$189,800 to Apex Companies for FY25 Small Trash Capture Devices Project (No. 25-PW-293); Approve a project contingency of \$60,200; Approve a total project expenditure of \$250,000; and Authorize the City Administrator to execute the contract and associated documents.
2. Adopt a resolution amending the Fiscal Year 2024-25 budget in Fund 410 – Storm Drain Development Fund and in Fund 422 – Stormwater Management Fund.

9. PUBLIC HEARINGS

10. UNFINISHED BUSINESS

10.1. Inclusionary Housing Policy Update

1. Staff Report: Sharon Goei, Community Development Director
2. Public Comment
3. Possible Action:

Receive update on inclusionary housing policy work.

11. INTRODUCTION OF NEW BUSINESS

11.1. 2025 City Administrator Performance Evaluation Process

1. Staff Report: Jimmy Forbis, City Administrator
2. Public Comment
3. Possible Action:

Council appoints a three-member Council sub-Committee and direct them to:

1. Engage and interview a consultant to establish the annual City Administrator performance evaluation process;
2. Provide a recommendation to the full Council for a consultant tasked with creating and implementing an evaluation process for the City Administrator that utilizes industry standards and best practices and complies with the International City Management Association (ICMA) guidelines for the City Administrator to obtain certification as a Credentialed Manager (CM).

11.2. Approve Purchase of Vehicle Incursion Barriers

1. Staff Report: Jimmy Forbis, City Administrator
2. Public Comment
3. Possible Action:

Approve the purchase of Vehicle Incursion Barrier Systems from Meridian Rapid Defense Group for a total of \$295,682.11.

12. FUTURE COUNCIL INITIATED AGENDA ITEMS

13. CITY ADMINISTRATOR'S REPORTS

14. CITY ATTORNEY'S REPORTS

15. CLOSED SESSION

15.1. CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION. Pending Litigation Pursuant to Paragraph (1) of Subdivision (d) of Government Code Section 54956.9 and Gilroy City Code Section 17A.11 (3) (a), Gandolfi Investments, LLC v. City of Gilroy, et.al., Superior Court for the County of Santa Clara, Case Number 24CV444165, filed July 26, 2024.

16. ADJOURN TO OPEN SESSION

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

17. ADJOURNMENT

FUTURE MEETING DATES

February 2025

- 3 Regular Meeting - 6:00 p.m
- 12 Strategic Planning Study Session – 8:30 AM
- 24 Regular Meeting/Joint Meeting with GUSD - 6:00 p.m

March 2025

- 3 Regular Meeting - 6:00 p.m
- 17 Regular Meeting - 6:00 p.m

April 2025

- 7 Regular Meeting - 6:00 p.m
- 21 Regular Meeting - 6:00 p.m

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

Access the 2025 City Council Meeting Calendar at <https://gilroy.city/2025>.



Certificate of Recognition

*The City Council of the City of Gilroy
Issues to*

David Harrigan

this certificate, on this 27th day of January 2025, for his outstanding volunteer work with CHEER-- restoring, preserving and protecting the Pajaro River watershed, which every South Valley resident benefits from having quality drinking water. From Garbage clean-up to monitoring the watershed during fish migration, this student has been devoted to steelhead trout rescue and restoration among other ecological projects.

Greg Bozzo, Mayor



Certificate of Recognition

*The City Council of the City of Gilroy
Issues to*

Cody Decker

this certificate, on this 27th day of January 2025, for his outstanding volunteer work with CHEER-- restoring, preserving and protecting the Pajaro River watershed, which every South Valley resident benefits from having quality drinking water. From Garbage clean-up to monitoring the watershed during fish migration, this student has been devoted to steelhead trout rescue and restoration among other ecological projects.

Greg Bozzo, Mayor



Certificate of Recognition

*The City Council of the City of Gilroy
Issues to*

Armando Delatorre

this certificate, on this 27th day of January 2025, for his outstanding volunteer work with CHEER-- restoring, preserving and protecting the Pajaro River watershed, which every South Valley resident benefits from having quality drinking water. From Garbage clean-up to monitoring the watershed during fish migration, this student has been devoted to steelhead trout rescue and restoration among other ecological projects.

Greg Bozzo, Mayor



Certificate of Recognition

*The City Council of the City of Gilroy
Issues to*

Nash Johnson

this certificate, on this 27th day of January 2025, for his outstanding volunteer work with CHEER-- restoring, preserving and protecting the Pajaro River watershed, which every South Valley resident benefits from having quality drinking water. From Garbage clean-up to monitoring the watershed during fish migration, this student has been devoted to steelhead trout rescue and restoration among other ecological projects.

Greg Bozzo, Mayor



Certificate of Recognition

*The City Council of the City of Gilroy
Issues to*

Charlie Woodward

this certificate, on this 27th day of January 2025, for her outstanding volunteer work with CHEER-- restoring, preserving and protecting the Pajaro River watershed, which every South Valley resident benefits from having quality drinking water. From Garbage clean-up to monitoring the watershed during fish migration, this student has been devoted to steelhead trout rescue and restoration among other ecological projects.

Greg Bozzo, Mayor



Certificate of Recognition

*The City Council of the City of Gilroy
Issues to*

Sophia Maldonado

this certificate, on this 27th day of January 2025, for her outstanding volunteer work with CHEER-- restoring, preserving and protecting the Pajaro River watershed, which every South Valley resident benefits from having quality drinking water. From Garbage clean-up to monitoring the watershed during fish migration, this student has been devoted to steelhead trout rescue and restoration among other ecological projects.

Greg Bozzo, Mayor

City of Gilroy
Proclamation

WHEREAS, Marc Stelling has served the City of Gilroy for 34 years, having begun his career in 1991. He served the community through dedication, compassion, and commitment to helping all in need; and

WHEREAS, Marc's skills as a Fire Captain, Acting Division Chief, EMT, and program manager for various station and equipment programs have helped the City prepare for and manage many emergencies over the years; and

WHEREAS, Marc has made significant contributions to the City as it relates to emergency response. This unwavering service and dedication were done with the needs of this community well above his own with full knowledge of the tremendous risk to himself; and

WHEREAS, Marc is retiring from the position of Fire Captain with the sincere gratitude and appreciation of the Gilroy City Council for his years of dedicated public service; and

WHEREAS, Marc's positive impact on those he worked with and those he served will live on.

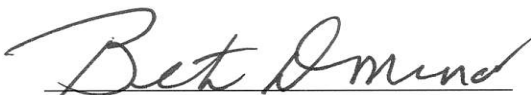
NOW, THEREFORE, I, GREG BOZZO, Mayor of the City of Gilroy, and on behalf of the entire City Council, employees, and residents of Gilroy, join in thanking

MARC STELLING

for his commitment of service and wish him well in retirement for years to come.


Greg Bozzo, Mayor

Attested to by:


Beth Minor, Interim City Clerk

City of Gilroy
Proclamation

WHEREAS, Michael Pardini has served the City of Gilroy for 24 years, having begun his career in 2001. He served the community through dedication, compassion, and commitment to helping all in need; and

WHEREAS, Michael's skills as a Fire Engineer, Acting Captain, EMT, and apparatus program manager have helped the City prepare for and manage many emergencies over the years; and

WHEREAS, Michael has made significant contributions to the City as it relates to emergency response. This unwavering service and dedication were done with the needs of this community well above his own with full knowledge of the tremendous risk to himself; and

WHEREAS, Michael is retiring from the position of Fire Engineer with the sincere gratitude and appreciation of the Gilroy City Council for his years of dedicated public service; and

WHEREAS, Michael has left his legacy as one of public service, teamwork, and a collaborative spirit.

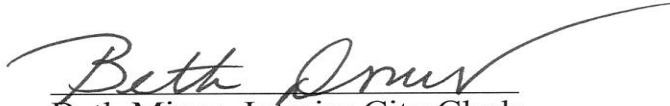
NOW, THEREFORE, I, GREG BOZZO, Mayor of the City of Gilroy, and on behalf of the entire City Council, employees, and residents of Gilroy, join in thanking

MICHAEL PARDINI

for his commitment of service and wish him well in retirement for years to come.


Greg Bozzo, Mayor

Attested to by:


Beth Minor, Interim City Clerk

City of Gilroy
Proclamation

WHEREAS, Michael Beebe has served the City of Gilroy for over twenty-four years; and

WHEREAS, Michael began his law enforcement career as a Reserve Deputy at Santa Clara County Sheriff's Office in 1994, became a full-time Deputy in 1998, and joined Gilroy PD in September 2001 as a Police Officer; in his career, he joined the detective unit from 2003-2008 and held a collateral duty in the Mounted Unit from 2003-2018; and

WHEREAS, Michael served on the Gilroy Police Officers' Association Board as Treasurer, and has received many commendations from the community and outside agencies for his outstanding efforts; and

WHEREAS, Michael is retiring from the position of Police Officer and has left his legacy as one of public service, teamwork, compassion, and dedication; and

WHEREAS, on February 1, 2025, Officer Michael Beebe will retire from the Gilroy Police Department with the sincere gratitude and appreciation of the Gilroy City Council for his years of dedicated public service to our fine City.

NOW, THEREFORE, I, GREG BOZZO, Mayor of the City of Gilroy, and on behalf of the entire City Council, employees, and residents of Gilroy, join in thanking

MICHAEL BEEBE

for his commitment of service and wish him well in retirement for years to come.

Attested to by:

Greg Bozzo, Mayor

Beth Minor, Interim City Clerk



City of Gilroy

STAFF REPORT

Agenda Item Title: Interviews for Open Seats on Boards, Commissions, and Committees with Future Appointment on February 3, 2025

Meeting Date: January 27, 2025
 From: Jimmy Forbis, City Administrator
 Department: City Clerk
 Submitted By: Beth Minor, Interim City Clerk
 Prepared By: Beth Minor, Interim City Clerk

STRATEGIC PLAN GOALS

Not Applicable

RECOMMENDATION

Staff recommends the Council interview those applicants who could not attend the interviews held on Monday, January 6, 2025.

EXECUTIVE SUMMARY

Due to the number of applicants who could not attend the meeting on January 6, 2025, staff recommends a supplemental interview be conducted.

BACKGROUND

Council held interviews for the Boards, Commissions, and Committees on January 6, 2025. Those interviewed on January 6 and January 27 will be considered for appointment at the February 3, 2025 Council meeting.

Those who have not been interviewed and whose applications are attached are listed below.

Arts and Culture Commission

Janette Vecchiarelli
 Kelly Pfeffer

Robert Butler
Steven Porter

Library Commission
Jeannie Stokes
Jo Anne Howell

Open Government
Blanca McMurray
Monikka O'Neil

Parks and Recreation Commission
Stephanie Okada-McCabe
Jorge Vargas

Personnel Commission
Catherine Cummins
Norma Hingle Flores

Physically Challenged
Marco Machado

Planning Commission
Anselmo Guevara
Eva Lurker
Stephanie Okada-McCabe
Alex Larson

Youth Commission
Zara Owens
Lysandra Jaimes
Lolita Jean Hardwicke
Thanmay Sarath

ALTERNATIVES

None.

FISCAL IMPACT/FUNDING SOURCE

None.

PUBLIC OUTREACH

Staff has informed those who did not attend the interviews on January 6, 2025, that

Council will hold supplemental interviews on January 27, 2025.

NEXT STEPS

Council will make the appointment to the Boards, Commission, and Committees at their meeting on February 3, 2025.

Attachments:

1. Board, Commission and Committee applications for those not already interviewed.



City of Gilroy Board, Committee, & Commission Application

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

Board/Committee/Commission of Interest:		Arts and Culture Commission			
Name: Robert Butler					
Phone number(s):				email address*:	
Are you a registered voter within the City limits?				Yes	
Physical Address*:					
Driver's License or ID No.:				Date of Birth*:	1957-08-21
				Last 4 of SSN:	
List your qualifications for this appointment:					
EDUCATION: Chicago State University, B.A. Degree in Education, Music/Théâtre Knoxville College, Knoxville B.S. Business Marketing, Mathematics National University, SJ CA M.A. Education TELEVISION/FILM/MUSIC VIDEO RADIO: West Coast Gospel Live Host & Producer KHVN Dallas TX Inspire Show Host & Producer KKDA Dallas TX FeedBack KSBW TV Show KGGR Dallas TX Mosaic KPIX TV Show KKMC Salinas CA The Afternoon Show KPIXTV Show Radio DJ Host Gilroy CA Front Runner KOMO New Performers WMAQ Singsation, Show WGN Kids Point TCI Math Answers San Jose COMMERICALS: Chris Cassara Clothing, Principal Actor Gilroy Chamber of Com. Principal Actor Faces International San Francisco CA THEATRE: West Side Story Knoxville TN The Wiz Chicago IL Wizard Of Oz Chicago IL Porgey & Bess Nashville TN Godspell Chicago IL Runaway Chicago IL The Acts Jerusalem Israel Lady Day San Jose CA Sound Of Music Los Angeles CA 7 Brides For 7Brothers Gilroy CA The Little Princess, Gilroy CA DIRECTED: Love Crucified Arose Gilroy CA The Wiz San Jose CA Love Found A Way Gilroy CA West Side Story San Jose CA And It Came To Pass Gilroy CA White Christmas San Jose CA The Wonder Of The Season Gilroy CA Lion King San Jose CA Judd Concert (Back Up Singer) San Jose CA GM Award Paramount Theater Oakland SKILLS SPECIAL INTEREST: Lead jazz vocalist, horseback riding, swimming, snow skiing, weightlifting, professional teacher degrees from college, BS, BA, MA, enjoy working with other people. baseball, bowling rollerblading, roller skating, biking, hiking, swimming, snorkeling, poker, card games, computer literate, square dance, southern accent. 6480 Barron Pl Gilroy, CA 95020 inspireshow@aol.com Cell {408} 888-2275					
List any service to the community including any prior appointments:					
Presently a Board Member of the Gilroy Center for the Arts.					
What are your goals while serving on this Board/Commission/Committee?					

I wish to assist in providing the arts to the community in as many ways as possible. I have been successful producing concerts raising money for the homeless in GILROY through the South County Compassion Center.

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

Most qualified maybe not but I come with many talents to share and years of experience giving me wisdom in many areas. I have worked with the City in Gilroy Parks and Rec. providing activities for afterschool and summer day camp for children. This position will be new to me but I am sure I will be a great access to the

School: / Grade: null

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

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

Board/Committee/Commission of Interest:		Arts and Culture Commission			
Name: Kelly Pfeffer					
Phone number(s):				email address*:	
Are you a registered voter within the City limits?				Yes	
Physical Address*:					
Driver's License or ID No.:				Date of Birth*:	1978-03-12
				Last 4 of SSN:	
List your qualifications for this appointment:					
I have worked with two non profits in the city of Gilroy, M.A.N.O.S, and 6th Street Art studios. I am a visual artist and I have sold my art internationally. I own a music school here in Gilroy called ERock, I am always looking for ways to bring the arts to the underserved in our community as well as looking into new ways to make learning art fun and entertaining. I love problem solving, marketing and the business side of things.					
List any service to the community including any prior appointments:					
I have helped M.A.N.O.S plan their Chalkfest, I have also created a music festival in the summer for our music students to showcase their talents. We have worked with 6th street art studios and participated in their art walk, we ran an open Mic in local businesses to give a creative outlet to the community and attract more clientele to the local businesses while fostering an appreciation for the arts. We recently participated in Gilroy's Downtown Business associations Christmas parade, we built a float, had our students sing on the North Pole stage and ran an informational booth for our music school. Most recently I have joined CMAP's Board and look forward to sharing my knowledge and ideas to further progress the arts in our community through educational television.					
What are your goals while serving on this Board/Commission/Committee?					
My goals are to make the arts accessible to all who seek it in our community. I also believe that facilitating the painting of murals and art installations throughout our city creates a greater society in whole.					
Why are you the most qualified to serve on this Board/Commission/Committee?					

My number one passion in life has always been the arts. Everything I have done and believe in has been to make the arts more accessible to all.

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

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

Board/Committee/Commission of Interest:		Arts and Culture Commission			
Name: Steven Porter					
Phone number(s):				email address*:	
Are you a registered voter within the City limits?				Yes	
Physical Address*:					
Driver's License or ID No.:				Date of Birth*:	1998-05-07
				Last 4 of SSN:	
List your qualifications for this appointment:					
I have been a lifelong advocate for the arts within our community as well as the community I lived in while I was in Colorado. I would love to be able to help grow the arts and culture within Gilroy through adding more diverse events within our town as well. I also believe in the beautification efforts within Gilroy and would love to help grow the efforts within the Parks and Recreation commission. While I may not have qualifications pertaining to either of these commissions, I do have the will to be able to help our city grow through art, culture, and the protection of our city parks, surrounding nature and historical culture.					
List any service to the community including any prior appointments:					
Prior to graduating high school I was constantly involved within the art and culture within my education community. After moving to Colorado I once again became active within the vital LGBTQ+ arts and culture there as well. Regarding parks and recreation I was part of a high school club that would volunteer to help try and clean our parks and keep our urban areas clean as possible.					
What are your goals while serving on this Board/Commission/Committee?					
While I have never been a member of any city commission before I have lived in Gilroy for a majority of my life. My family has been based here since the 40's and have been active members of Gilroy throughout the city's history. I used to love to hear my family reminisce about how Gilroy used to be. How their small town felt like a community of friends rather than a city full of people living there but commuting to their 9 to 5 and ignoring their city's wants and needs. I want to be able to help be the change that allows us to feel that way again in our modern city. I want to get involved within our community and see what the pocket communities in our city want to see. I want the people to be able to see themselves within the city they reside in no					

Ordinance Training. I further understand that members of the Planning Commission, Building Boards of Appeals, and Physically Challenged Board of Appeals are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.



City of Gilroy Board, Committee, & Commission Application

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

Board/Committee/Commission of Interest:		Arts and Culture Commission			
Name: Janette Vecchiarelli					
Phone number(s):		[REDACTED]		email address*: [REDACTED]	
Are you a registered voter within the City limits?				Yes	
Physical Address*:		[REDACTED]			
Driver's License or ID No.:		[REDACTED]		Date of Birth*: 1974-04-16	Last 4 of SSN: [REDACTED]
List your qualifications for this appointment: Worked in the film and entertainment industry for 20 years before moving to Gilroy.					
List any service to the community including any prior appointments: None at this time					
What are your goals while serving on this Board/Commission/Committee? Bringing more art and entertainment to Gilroy. More community engagement, events and activities.					
Why are you the most qualified to serve on this Board/Commission/Committee? I can bring a unique perspective to the committee from my behind the sciences work in entertainment.					

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

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

Board/Committee/Commission of Interest:		Library Commission	
Name: Jo Anne Howell			
Phone number(s):		email address*:	
Are you a registered voter within the City limits? Yes			
Physical Address*:			
Driver's License or ID No.:		Date of Birth*: 1947-11-07	Last 4 of SSN:
List your qualifications for this appointment: Part-time reference librarian at Gavilan College, love of the Gilroy public library.			
List any service to the community including any prior appointments: Rebekah Children's service -- distribution of food through Second Harvest, various Gavilan College events.			
What are your goals while serving on this Board/Commission/Committee? Get to know the issues facing the library			
Why are you the most qualified to serve on this Board/Commission/Committee? Because I love the library			
School: / Grade: null			

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

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

Board/Committee/Commission of Interest:		Library Commission	
Name: Jeannie Stokes			
Phone number(s):		email address*:	
Are you a registered voter within the City limits?		Yes	
Physical Address*:			
Driver's License or ID No.:		Date of Birth*:	1961-05-22
		Last 4 of SSN:	
List your qualifications for this appointment:			
I have been a part time English and Reading college professor for the past 9 years (at San Jose City College, Mission College, and Chabot Colleges). I have spent the last 20 years of my life working in education to better not only the love of reading and writing, but to promote the utility and importance of these lifelong skillsets. I consider libraries my second home, and I know I can help in everything from acquisition to community engagement. In addition, I hold the following education degrees: BA English, MA Reading, MS Education - Emphasis on Educational Leadership. I also hold PT Teaching Credential(s) in English and ESL. I have considered education and the pursuit of knowledge a constant in my life.			
List any service to the community including any prior appointments:			
I am new to Gilroy, so I have not begun my community efforts here, but in San Jose, I have volunteered with Sunday Friends and Sacred Heart on occasion. Most of my community work has been done at my colleges.			
What are your goals while serving on this Board/Commission/Committee?			
I would like to help your Commission continue services to The City of Gilroy through more programs aimed to get out into the schools to encourage more participation in the library. I have recently moved to Gilroy after 40 years in San Jose, and I want to not only learn more about how the library affects/impacts the City, but to help increase this stewardship. My hope is that residents don't think of the Library as a simple place to get books, but they see it as THE resource for educational ideas: college planning, tutoring, mentoring, language classes, social gatherings, etc. I would also like to work with the City to attract adults/seniors to increase library usage through book clubs and community outreach.			

I believe I am qualified because I read the appropriate information and have a proven track record for showing up. As a person who intends to eventually run for city council, I believe this gives the city an opportunity to "train" potential elects and create more qualified and knowledgeable council members.

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City of Gilroy Board, Committee, & Commission Application

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

Board/Committee/Commission of Interest:		Open Government Commission	
Name:	Blanca McMurray		
Phone number(s):		email address*:	
Are you a registered voter within the City limits?			
		Yes	
Physical Address*:			
Driver's License or ID No.:		Date of Birth*:	1963-04-05
		Last 4 of SSN:	
List your qualifications for this appointment:			
I am committed to serve my community any way I can. I have been part of my husbands business in Gilroy for the last 25 years, donating my time for different Dental Clinics throughout California and outside the USA. Our business has served Gilroy by providing Oral Surgery in our South Valley Oral and Facial Surgery office located here in Gilroy. I have worked for the business as an Even planner, Marketing Coordinator, and Billing Assistant.			
List any service to the community including any prior appointments:			
Food Truck coordinator for our "Food Truck Fly In" at the San Martin Airport, 2022, and 2023. Gathering backpacks for children's back to school at Solarsano Middleschool. Collecting Christmas gifts for Rebekah Children's Services at our Gilroy Office.			
What are your goals while serving on this Board/Commission/Committee?			
I would like to serve my community by volunteering my time. I would like to donate my time to serve my community and make a difference any way I can. I am open to learn new things and use my extra time for something worth doing.			
Why are you the most qualified to serve on this Board/Commission/Committee?			
I believe I can serve any way possible because I am willing to learn new things, I have an open mind and can take direction well. Although I don't experience in Government I would like to offer my time and efforts as a volunteer.			

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City of Gilroy Board, Committee, & Commission Application

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

Board/Committee/Commission of Interest:		Open Government Commission			
Name: Monikka O'Neil					
Phone number(s):				email address*:	
Are you a registered voter within the City limits?				Yes	
Physical Address*:					
Driver's License or ID No.:				Date of Birth*:	1981-10-08
				Last 4 of SSN:	
List your qualifications for this appointment:					
I'm a CPA and currently sit on the Non-Profit board of directors for The Mary Elizabeth Inn (MEI) which serves to permanently house women in San Francisco that were subject to abuse. I've previously sat on the NP board of The Unity Care Group which serves to provide temporary housing for transitional aged youth across Northern California. I bring to bear a financial perspective and to these boards in addition to my passion to serve the community.					
List any service to the community including any prior appointments:					
No prior appointments to the community. As a resident of Gilroy for 4 years, I'd like to be involved in the development of the community.					
What are your goals while serving on this Board/Commission/Committee?					
Create connections, expand my network, serve my community in the development and growth of Gilroy.					
Why are you the most qualified to serve on this Board/Commission/Committee?					
My previous & current Non-Profit board experience as well as my professional background as a CPA.					

✓

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City of Gilroy Board, Committee, & Commission Application

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

Board/Committee/Commission of Interest:		Parks and Recreation Commission			
Name: Stefanie Okada-McCabe					
Phone number(s):				email address*:	
Are you a registered voter within the City limits?				Yes	
Physical Address*:					
Driver's License or ID No.:				Date of Birth*:	1983-04-30
				Last 4 of SSN:	
List your qualifications for this appointment:					
Born and raised Gilroyan. Avid bodybuilder, past league tennis player, current league bowler and getting into pickleball as a family. I enjoy our parks and all they have to offer....with a love of outdoor activities.					
List any service to the community including any prior appointments:					
Past building board of Appeals Past Physically Challenged Board					
What are your goals while serving on this Board/Commission/Committee?					
To aid in continuing the Gilroy vision and goals for the community by adding my background and expertise in architecture, planning and development.					
Why are you the most qualified to serve on this Board/Commission/Committee?					
As a lifelong Gilroy resident, I possess a deep understanding of our community's needs and values. My diverse athletic background, from bodybuilding to tennis, bowling, and pickleball, showcases my passion for active living. I am eager to leverage this passion and knowledge to contribute to the enhancement of our parks and recreational offerings, ensuring they cater to the evolving needs of our community.					
School: / Grade: null					

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City of Gilroy Board, Committee, & Commission Application

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

Board/Committee/Commission of Interest:		Parks and Recreation Commission			
Name: Jorge Vargas					
Phone number(s):		[REDACTED]		email address*: [REDACTED]	
Are you a registered voter within the City limits?				Yes	
Physical Address*:		[REDACTED]			
Driver's License or ID No.:		[REDACTED]		Date of Birth*: 1980-12-21	Last 4 of SSN: [REDACTED]
List your qualifications for this appointment:					
I have lived in Gilroy for three years and worked here for the past 12 years. As a parent of four children, each attending different schools within the Gilroy Unified School District, I am deeply connected to the community and invested in its growth and well-being. As a lifelong advocate for youth development and inclusivity, I am honored to apply for the opportunity to serve on the Parks and Recreation Commission. Growing up as a Latino in a community where access to organized sports was limited, I experienced firsthand the barriers that many underserved families face. This perspective has fueled my passion for creating equitable opportunities for all children and ensuring that no one is excluded from the benefits of recreational programs.					
List any service to the community including any prior appointments:					
President, Gavilan United F.C. (June 2024 – Present) Founded and manage a nonprofit soccer club dedicated to providing affordable, accessible opportunities for youth to engage in sports. Assisted in organizing recreational activities and outreach programs for local youth, fostering inclusivity and community engagement at Miller Park, Christmas Hill Park and Gilroy Sports Complex.					
What are your goals while serving on this Board/Commission/Committee?					
My primary goal is to ensure that Gilroy's parks and recreational programs are accessible, inclusive, and reflective of the diverse needs of our community. As someone who grew up without access to organized sports and has since worked to create equitable opportunities for underserved youth, I am deeply committed to breaking down barriers to participation and fostering a sense of belonging for all residents.					
Why are you the most qualified to serve on this Board/Commission/Committee?					

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City of Gilroy Board, Committee, & Commission Application

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

Board/Committee/Commission of Interest:		Personnel Commission			
Name: Catherine Cummins					
Phone number(s):		email address*:			
Are you a registered voter within the City limits?		Yes			
Physical Address*:					
Driver's License or ID No.:		Date of Birth*:	1988-03-17	Last 4 of SSN:	
List your qualifications for this appointment: Hiring manager for another public agency.					
List any service to the community including any prior appointments: Has sat on the personnel commission since 2018.					
What are your goals while serving on this Board/Commission/Committee? To continue to support the city and attract committed well-qualified candidates to vacant city positions.					
Why are you the most qualified to serve on this Board/Commission/Committee? My job experience and prior commission experience.					
School: / Grade: null					

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City of Gilroy Board, Committee, & Commission Application

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

Board/Committee/Commission of Interest:		Personnel Commission			
Name: Norma Hingle Flores					
Phone number(s):				email address*:	
Are you a registered voter within the City limits?				Yes	
Physical Address*:					
Driver's License or ID No.:				Date of Birth*:	1977-01-17
				Last 4 of SSN:	
List your qualifications for this appointment:					
15+ years of experience in HR focusing on Compensation					
List any service to the community including any prior appointments:					
N/a					
What are your goals while serving on this Board/Commission/Committee?					
Support the community.					
Why are you the most qualified to serve on this Board/Commission/Committee?					
I have been working in HR for over 15 years and dedicating my career to streamlining processes and designing compensation. The Personnel Commission is right up my alley. I will be able to keep doing what I love and contribute more meaningfully to the city and the community.					
School: / Grade: null					

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City of Gilroy Board, Committee, & Commission Application

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

Board/Committee/Commission of Interest:		Physically Challenged Board of Appeals	
Name: Marco Machado			
Phone number(s):		email address*:	
Are you a registered voter within the City limits?		Yes	
Physical Address*:			
Driver's License or ID No.:		Date of Birth*: 2024-06-19	Last 4 of SSN:
List your qualifications for this appointment: I am paraplegic.			
List any service to the community including any prior appointments: Have served committee before			
What are your goals while serving on this Board/Commission/Committee? To improve accessibility to people with disabilities			
Why are you the most qualified to serve on this Board/Commission/Committee? Because I know how it feels to not have access to things because of a disability			

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School: / Grade: null

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City of Gilroy Board, Committee, & Commission Application

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

Board/Committee/Commission of Interest:		Planning Commission	
Name: Anselmo Guevara			
Phone number(s):		email address*:	
Are you a registered voter within the City limits? Yes			
Physical Address*:			
Driver's License or ID No.:		Date of Birth*: 1965-08-19	Last 4 of SSN:
List your qualifications for this appointment:			
Education Masters of Business Administration Bachelors of Science in Accounting Professional Experience 26 years of professional experience working for a Big Four accounting firm, and four hi-tech companies in Silicon Valley in the roles of consultant, auditor and risk management. I spent my last eleven years as a director of ethics & compliance. Residency I have resided in Gilroy for the last 29 years, and in Santa Clara County for the last 36 years.			
List any service to the community including any prior appointments:			
In the past, I have participated in community service through my employers. For example in 2023, I and a team built nine children playhouses through Habitat For Humanity; Habitat For Humanity in turn donated the playhouses to nine elementary schools in the San Francisco Bay Area. Other community involvement includes volunteering with Family Giving Tree, (Guadalupe River) Heritage Rose Garden, LifeMoves, and the various K-12 schools my children have attended in Gilroy.			
What are your goals while serving on this Board/Commission/Committee?			
My goal is to help improve and have a greater role in the Gilroy community by volunteering my time and providing input on issues pertaining to Gilroy, the community where my family and I have lived for the last 24 years.			
Why are you the most qualified to serve on this Board/Commission/Committee?			
1. As a professional consultant and employee, I evaluated issues in a span of 26 years for many organizations (both client organizations and employers) and provided input and/or recommendations to make something better. I'd like to share my expertise and have no doubt that I have the professional maturity to serve as a Commissioner of the City of Gilroy. 25W6178g			

for global hi-tech organizations allowed me to work with different ethnic groups in other countries and appreciate other cultures outside the United States. In the last several years, more ethnic groups have made Gilroy their home. It's been many years since I started appreciating other cultures, embracing diversity and breaking down stereotypes to become a responsible citizen and better person. 3. Other: No conflicts of interest Clean legal record or the ability to pass a background check if needed.

School: / Grade: null

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City of Gilroy Board, Committee, & Commission Application

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Board/Committee/Commission of Interest:		Planning Commission			
Name: ALEX LARSON					
Phone number(s):				email address*:	
Are you a registered voter within the City limits?				Yes	
Physical Address*:					
Driver's License or ID No.:				Date of Birth*:	1961-07-30
				Last 4 of SSN:	
List your qualifications for this appointment:					
ALEXLARSON.COM - Alex's Life Story Alex Larson is a highly accomplished business leader with a 40-year track record of success, known for his persistence, dedication, and commitment to getting things done. A proud fourth-generation Gilroyan, Alex has deep roots in our community. His mother, Sandra Balanesi Larson, was a junior high school teacher in Gilroy, driven by her belief in making a meaningful impact on young lives. His father, Charles A Larson, was a Union Organizer for the United Brick and Clay workers, later transitioning to various roles, including a local car salesman. His twin Aunts were trailblazers, breaking the glass ceiling for women by working their way up to vice president auditor positions at a national bank, after helping to establish several local banks that were later sold for investor profit. Alex's other Aunt became one of the few women in management in the automobile dealership business. Alex and his brother, Charlie, grew up on Carla Way, just west of Las Animas Park which they helped to develop into the park it is today. Alex now lives just south of the park, off of Welburn Avenue. Alex's leadership skills, strategic vision, and experience have made him a driving force in every project he undertakes. His long-standing involvement in the 4-H Youth Program, both as a participant and an adult leader, has instilled in him a deep sense of community service and ethical responsibility. As a seasoned businessman, Alex understands the importance of ensuring that ethical practices are at the forefront of every decision in the educational setting as well as in business and personal relations. His ability to navigate complex business situations and work with governmental agencies at the federal, state, county and local levels have resulted in successful practical solutions. Alex served as an integral part of the Gilroy Garlic Festival for over 40 years, as a volunteer and vendor. At the very first Garlic Festival in 1979, he co-chaired the Garlic Rosemary Fries booth alongside Joyce Patereau and Sandra Larson, raising funds for Bonanza Days, which featured one of the largest parades in California, a Queens contest, Jr. King and Jr. Queen events, and numerous other activities supporting charity and community fun. Alex's selfless commitment to ethical practices in business, education, and personal relationships sets him apart as a trusted and valued leader in Gilroy. OPERATION FREEDOM					

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PAWS Alex Larson embodies compassion and dedication, as demonstrated by his incredible efforts to support Operation Freedom Paws. This organization plays a vital role in empowering veterans and individuals with disabilities to lead fulfilling lives. Through the healing bond of service dogs, Operation Freedom Paws transforms lives, offering hope and support to veterans, first responders, children, and those grappling with complex trauma, disabilities, and illnesses. Recently, Alex's commitment shone brightly when he raised an impressive \$12,000 at an auction event in Gilroy, helping to further the mission of this life-saving LOCAL organization, in addition to generous annual donations for Mary Cortanis CNN Heroes Award Organization. **ALEX** spreading joy as **SANTA CLAUS!** Alex Larson is a dedicated volunteer who embodies the true spirit of giving year-round. Together with his brother, he generously donates to numerous local charities, contributing gift baskets as well as his time and talents. As Santa Claus, Alex has brought joy and smiles to countless children and families through organizations like Make-A-Wish, including appearances at the renowned Pusateri Christmas House, which has raised over \$3 million for children in need. He also lends his Santa skills to local charities and schools, brightening the holidays for those seeking a jolly presence. With his twinkling eyes, infectious laugh, and heart full of kindness, Alex creates magical moments that families treasure for a lifetime. His performances not only bring Santa to life but also foster hope and happiness in the hearts of those in need. By spreading joy through his volunteer work, Alex helps make the world a little brighter—one visit at a time. Join him in his mission to bring smiles, warmth, and holiday cheer to all!

RAPAZZINI WINERY EST. 1962 Rapazzini Winery embodies the essence of Gilroy's rich heritage—wine, garlic, and deep family ties. The Balanesi Larson brothers, fourth-generation Gilroyans, have been crafting wine with their family since childhood, continuing a proud Italian tradition. Alex and his brother Charlie extend warm, welcoming hospitality in the winery's stunning three-story, open-beamed Tasting Room, making every visit an enjoyable and memorable experience. Alex, a professionally trained chef, graduated at the top of his class in 1982 from The California Culinary Academy after attending Gavilan College. He went on to successfully own and operate a four-star ristorante and bar for nearly nine years, earning a prestigious Wine Spectator Award of Excellence for his wine selection and service. Now, as a winemaker, Alex channels his culinary expertise into creating exceptional, well-aged red wines, using predominantly Santa Clara Valley grapes. Rapazzini Winery proudly offers vintages from 2018, 2013, and 2007, featuring rare Italian and French Bordeaux varietals, including a Bordeaux blend and the renowned "Rockin' Rott Red," with its iconic Rottweiler label. The winery also offers crisp whites, along with almond, raspberry, and peach champagnes. After closing to the public in 2020 following the passing of their 78-year-old aunt, Rapazzini Winery reopened on February 19, 2024. The closure was a protective measure for the health of their surviving aunt, now 82, and their guests, as there was no safe way to enjoy wine tastings while wearing masks. The family prioritized safety and well-being above all else, reflecting their deep care for both their loved ones and their community.

THE GARLIC SHOPPE since 1985 Chef Alex and his brother, Charlie Larson, have proudly owned and operated The Garlic Shoppe in Gilroy for 25 of its 39 years. The Garlic Shoppe is a wonderland of all things garlicky, offering an impressive array of products that celebrate Gilroy's world-famous garlic, grown locally and shipped across the globe. Since 1997, their website, GarlicShoppe.com, has brought the taste of Gilroy to the world, after starting the first garlic store in the world in 1985. Chef Alex, known for his culinary expertise from Grandma, Mom, 4-H National Winner and the California Culinary Academy in San Francisco has created over 40 unique food items, sauces, and seasonings under popular brands like Mama Raps, Garlic Dude, The Garlic Shoppe, and their fiery **PSYCHO** line. **PSYCHO** products include hot sauce, medium salsa, and roasted garlic and habanero mustard—each bursting with bold garlic flavor. These products are available wholesale to other retailers and their iconic shoppe. Over the years, the brothers have operated up to 22 Garlic Shoppes in malls around the Bay Area during the holidays, bringing the flavor of Gilroy to even more customers. Having weathered the dot-com bust of 2000, the financial crash of 2008, the 2009-2012 real estate collapse, and the subsequent climb back to stability. Alex and Charlie have shown remarkable resilience and have survived and even thrived due to their hard work and experience. The COVID-19 pandemic brought unprecedented challenges, forcing them to close their businesses for months due to stringent Health Department regulations in Santa Clara County—especially concerning, given Gilroy's position as a major crossroads for travel.

Through it all, Chef Alex and Charlie, who manages GarlicShoppe.com, have learned to navigate difficult times, save during the good times, grow when its possible by good marketing and make the financials work. They continue to market Gilroy and its famous garlic to the world, ensuring that the iconic Garlic Shoppe remains a destination recognized by people everywhere. Ask a friend, and they've likely heard of or know the exact location of this beloved Gilroy landmark.

List any service to the community including any prior appointments:

40 years Garlic Festival Volunteer and vendor, first Gilroy Visitors Bureau President,

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

To expedite, streamline, and help to maintain Gilroy's growth in a common sense, pragmatic way.

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

My more than 40 years of Business in Gilroy and Property ownership have afforded me an insiders view of the workings of our City government. I want the best for the future of our children and grandchildren. The decisions being made now are going to determine the path for the future hundred years. Let do this right.

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City of Gilroy Board, Committee, & Commission Application

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

Board/Committee/Commission of Interest:		Planning Commission			
Name: Eva Lurker					
Phone number(s):		[REDACTED]		email address*: [REDACTED]	
Are you a registered voter within the City limits?				Yes	
Physical Address*:		[REDACTED]			
Driver's License or ID No.:		[REDACTED]		Date of Birth*: 1990-12-22	Last 4 of SSN: [REDACTED]
List your qualifications for this appointment:					
I have over a decade of experience in Human Resources, currently working at the large tech company, HPE. I've spent many years volunteering through both my sorority and local non profits like the Junior League of San Jose where I've also served on the Board. I am passionate about community and the betterment for all.					
List any service to the community including any prior appointments:					
In recent years I've spent my time volunteering through the Junior League where our focus has been on foster youth. We've partnered with organizations like the Bill Wilson Center and CASA.					
What are your goals while serving on this Board/Commission/Committee?					
To feel a part of my local community and focus on the betterment for all. I love our town and want to not only be involved and invested, but to continue to see our community thrive.					
Why are you the most qualified to serve on this Board/Commission/Committee?					
I'm a mother of two young children who is passionate about the community I'm raising my family in. I have experience in business as well as community work and I'm driven to do what's best for those we impact.					
School: / Grade: null					

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City of Gilroy Board, Committee, & Commission Application

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

Board/Committee/Commission of Interest:		Planning Commission			
Name: Stefanie Okada-McCabe					
Phone number(s):				email address*:	
Are you a registered voter within the City limits?				Yes	
Physical Address*:					
Driver's License or ID No.:				Date of Birth*:	1983-04-30
				Last 4 of SSN:	
List your qualifications for this appointment:					
As a passionate designer with a deep-rooted connection to Gilroy, I believe I possess the unique skills and perspective to contribute meaningfully to the city's Planning Commission. My years of experience in urban planning and design have equipped me with a keen eye for detail, a strong understanding of zoning regulations, and a commitment to creating sustainable, aesthetically pleasing, and functional communities.					
List any service to the community including any prior appointments:					
Previously served on the building board of Appeals and the Physically Challenged Board. I am a member of the chamber and born and raised in Gilroy.					
What are your goals while serving on this Board/Commission/Committee?					
1. Preserving Gilroy's Character: * Protecting historic districts and landmarks. * Supporting local businesses and economic development. * Enhancing public spaces and community amenities. 2. Promoting Sustainable Growth: * Encouraging smart development practices that minimize environmental impact. * Promoting affordable housing options for all residents. * Implementing climate-friendly policies and practices. 3. Fostering Community Engagement: * Ensuring transparent and inclusive decision-making processes. * Actively seeking input from residents and stakeholders. * Educating the public about planning issues and encouraging participation.					
Why are you the most qualified to serve on this Board/Commission/Committee?					
As a lifelong Gilroy resident and passionate designer, I bring a unique perspective and skill set to the Planning Commission. My deep-rooted connection to our community, coupled with my expertise in design and urban planning, makes me uniquely qualified to contribute to shaping Gilroy's future. Local Knowledge and Passion: * As a native Gilroyan, I have a profound understanding of the city's needs and challenges.					

present, Regular Volunteer, City of Gilroy (Monthly City-wide Clean-up, Coastal Clean-up, Party in the Park, National Night Out, Breakfast with Santa, Adaptive Dance, etc) 2023-present, Regular Volunteer, Gilroy Center for the Arts (Art Walk, Artist Video Series, Easter Egg Hunt, Artist Reception, etc) 2023-present, Regular Volunteer, Downtown Business Association (Gilroy Rodeo, La Ofrenda Festival, Beer Crawl, etc) 2023-present, Regular Volunteer, St. Catherine's Parish Church (Reach Out Pantry, Reach Out Closet, etc) 2023-present, Regular Volunteer, Gilroy Prep School (Percussion Band, Middle School Dances, Book Fair, Library, etc) July 2024, Volunteer, Sacred Heart (Pack-a-Bag) April 2024, Volunteer, Gavilan College (Science Alive) June 2023, Volunteer, Gilroy Gardens (Nature Program)

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

As a Filipino-Vietnamese-Chinese American, I am passionate about spreading awareness about AAPI culture and heritage in the City of Gilroy. I would love to help the City promote AAPI culture through events and celebrations. I am sure the City of Gilroy will enjoy festivals celebrating rich AAPI cultures. I would live for Gilroy residents to enjoy delicious AAPI food and vibrant dances and events!

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

I am the optimal candidate to serve on the City of Gilroy Youth Commission because I am passionate about serving our City through various projects geared towards the promotion of AAPI culture and awareness. As a Gilroy citizen, I am dedicated to serving the Gilroy community through numerous volunteer work. Moreover, not only do I possess extensive leadership experience but also collaborative, organizational, and time management skills. I believe I will be able to contribute greatly to the betterment of our City by sharing my talents, knowledge, and experiences.

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City of Gilroy Board, Committee, & Commission Application

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

Board/Committee/Commission of Interest:		Youth Commission			
Name:					
LOLITA HARDWICKE					
Phone number(s):				email address*:	
Are you a registered voter within the City limits?				No	
Physical Address*:					
Driver's License or ID No.:				Date of Birth*:	2009-03-18
				Last 4 of SSN:	
List your qualifications for this appointment:					
As a 15-year-old passionate about contributing to my community, I believe I bring a unique perspective to the Youth Commission. At 14, I published my first fiction book, Red Watson and The Gifted Land, which is over 100 pages long. This accomplishment not only reflects my creativity and determination but has also inspired my peers, teachers, and community members to pursue their passions. I am deeply committed to engaging with and empowering young people. I can relate to the challenges and aspirations of today's youth and aim to inspire them to pursue meaningful and impactful endeavors. Joining the Youth Commission, which meets every second Monday of the month, aligns perfectly with my dedication to making a difference. Through this role, I hope to collaborate with like-minded individuals, share fresh ideas, and represent the voices of young people in a way that encourages positive change in our community.					
List any service to the community including any prior appointments:					
I have been involved in various community activities over the years. I was a member of the Teen Advisory Board at the Gilroy Library, where I contributed to youth-oriented initiatives. I also supported a friend during a panic attack, using skills I gained from studying psychology classes to better understand myself and help others facing similar challenges. Additionally, I participated in the STAR Arts Education program, initially as a performer. Last summer, I took on a different role by assisting the production team, which served as a valuable leadership experience. I have also volunteered at the Garlic Festival, supported activities at Gilroy Preparatory School, and contributed to the GPS Food Bank. These experiences have helped me grow personally and give back to my community.					
What are your goals while serving on this Board/Commission/Committee?					

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My goal while serving on this Board/Commission/Committee is to contribute to the community especially the youth by supporting initiatives that create a meaningful impact. I aim to use my skills and experiences to collaborate with others in fostering positive change and addressing the needs of those we serve. I also aspire to grow personally and professionally by learning from the perspectives of fellow members and the community. Together, I believe we can build a stronger, more connected, and inclusive environment for everyone.

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

I believe I am well-suited to serve on this Board/Commission/Committee because of my genuine passion for making a positive impact in the community and my willingness to collaborate and learn from others. My background and experiences have given me a unique perspective and the skills to contribute meaningfully to our shared goals. I am committed to listening, understanding diverse viewpoints, and working with the team to create thoughtful solutions that benefit everyone. While I know there is always more to learn, I am confident that my dedication and eagerness to serve will allow me to support the mission of this group effectively.

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City of Gilroy Board, Committee, & Commission Application

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

Board/Committee/Commission of Interest:		Youth Commission	
Name: Lysandra Jaimes			
Phone number(s):		email address*:	
Are you a registered voter within the City limits? Yes			
Physical Address*:			
Driver's License or ID No.:	N/A	Date of Birth*:	
		Last 4 of SSN:	N/A
List your qualifications for this appointment:			
I am a leadership student, play on the school varsity girls soccer team, currently employed at In-N-Out Burger, and have keep up with all As and Bs grades.			
List any service to the community including any prior appointments:			
During summer I volunteered at a youth soccer club, my position would be to coach kids who could not afford paying a club fee. I also have 50+ community service hours at the moment.			
What are your goals while serving on this Board/Commission/Committee?			
My main goals are to experience working with the city, meeting new people, and all of the opportunities that come with working with the city.			
Why are you the most qualified to serve on this Board/Commission/Committee?			
I am most qualified to work on the Commission due to my characteristic to work well with people. Working at In-N-Out requires great interactions with people, this allows me to have great charisma and work well with others.			

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

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

Board/Committee/Commission of Interest:		Youth Commission			
Name: Zara Owens					
Phone number(s):				email address*:	
Are you a registered voter within the City limits?				No	
Physical Address*:					
Driver's License or ID No.:		N/A		Date of Birth*:	
				Last 4 of SSN:	N/A
List your qualifications for this appointment:					
I am currently in ASB, as a commissioner of Awareness, where I've been able to develop leadership skills and put on Multicultural Week at Christopher High School. I am founder and president of Key Club at my school, where I've been able to become more open and provide hours for almost 40 people at our most recent meeting. I also am academically on track and am organized and dedicated. I also will be attending a 2 week National Student Leadership Conference Architecture program, at Georgetown University. This is one of my biggest accomplishments, as I've always wanted to be an architect. I've also gained leadership experience recently this summer attending California Association of Student Leaders (CADA CASL) at UC Santa Barbara. I also serve as the Fundraiser Head for Black Student Union (BSU) at my school, and have been involved with the club for 3 years now.					
List any service to the community including any prior appointments:					
I am currently a tutor at a non-profit organization, Ciel. There, I am able to work with kids of all ages, grades, and personalities. I've learned so much since I started tutoring there during the summer. I've learned to be patient, inviting, and optimistic. Teaching children is one of the most rewarding and impactful things I've done. I love when they leave with a big smile and feeling of accomplishment, every time, it makes me feel so proud and accomplished. I always want to make sure that they feel proud of themselves and open to speak with me. One girl that I've tutored even drew me a flower and expressed how much she appreciates me, saying that she wants me to continue being her tutor. That statement was so heart warming and made me want to tutor even more, because I never realized how big of an impact I could have on young children.					
What are your goals while serving on this Board/Commission/Committee?					

To be more involved with Gilroy and participate in community service events. I enjoy meeting new people and would definitely be looking forward to doing so, upon my acceptance. One goal would be to get more in touch with the environment and people in Gilroy. For example, I believe that downtown could be the most eye-capturing spot in Gilroy. I want to help people feel invited and excited to go walking downtown. If there's any way we can improve that area, I'd absolutely love to help with that.

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

As I've mentioned I have leadership experiences and I am willing to socialize and communicate on behalf of our community. I am organized and attentive as well. I am also very open to new ideas, people, and experiences, so I know that serving on this board would expand my overall knowledge and care for the community.

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City of Gilroy Board, Committee, & Commission Application

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

Board/Committee/Commission of Interest:		Youth Commission	
Name: Thanmay Sarath			
Phone number(s):		email address*:	
Are you a registered voter within the City limits? No			
Physical Address*:			
Driver's License or ID No.:		Date of Birth*:	Last 4 of SSN:
List your qualifications for this appointment:			
•Started a Cyber Security Business, and helped small businesses to secure their digital presence. •Worked with The Department of Homeland Security, Cybersecurity and Infrastructure Security Agency and identified and remediated security flaws in over 200 government systems. •Started Vets & Tech, to help veterans with technology. •Volunteered at Merrill Gardens to help elderly with technology. •Volunteered at the Veteran Affairs Clinic in Monterey. •Currently in Youth Commission from 2023-2024. •Won EC2 Community Fund and started The Recycle Reward Program in the City of Gilroy and saved 3000 milk jugs from getting in the landfill. •Started LidLoop program in Gilroy to recycle coffee lids and create Christmas toys. •Level One Archery Coach for USA Archery			
List any service to the community including any prior appointments:			
•Started a Cyber Security Business, and helped small businesses to secure their digital presence. •Worked with The Department of Homeland Security, Cybersecurity and Infrastructure Security Agency and identified and remediated security flaws in over 200 government systems. •Started Vets & Tech, to help veterans with technology. •Volunteered at Merrill Gardens to help elderly with technology. •Volunteered at the Veteran Affairs Clinic in Monterey. •Currently in Youth Commission from 2023-2024. •Won EC2 Community Fund and started The Recycle Reward Program in the City of Gilroy and saved 3000 milk jugs from getting in the landfill. •Started LidLoop program in Gilroy to recycle coffee lids and create Christmas toys. •Level One Archery Coach for USA Archery			
What are your goals while serving on this Board/Commission/Committee?			
My goals whilst serving this commission are for Youth Empowerment: to advocate for initiatives for the youth of Gilroy with opportunities to develop leadership skills, access mentorship, and			

participate in civic engagement. **Community Partnership:** to strengthen collaborations between the city, local businesses, and nonprofit organizations to create impactful programs. Lastly, **Job Creation:** through the CalWORKs Program, to focus on connecting youth with job opportunities and training resources.

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

With extensive experience in leadership, community service, and environmental and technological advocacy, I am qualified for a position to serve on this commission. As the Youth Commissioner for 2023-2024, I have experience representing youth interests and encouraging civic engagement. My achievements include: Founded a cybersecurity company and partnered with federal agencies to strengthen digital security for more than 200 government systems. Founding community programs like Vets & Tech, helping veterans with technology, and providing service hours at Merrill Gardens and the VA Clinic in Monterey. I have started several environment-linked projects, such as the Recycle Reward Program and LidLoop Program, and has contributed much toward sustainability in Gilroy. Being a Level One Archery Coach certified with USA Archery, demonstrating leadership and mentorship capability. My goals of youth empowerment, community partnerships, and job creation go in line with my proven ability to implement impactful programs and promote meaningful change. This diverse experience equips me to contribute valuably to the commission.

School: Monte Vista Christian School / Grade: 10th

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**COUNCIL ACTION MINUTES
MONDAY, JANUARY 6, 2025 | 6:00 PM**

1. OPENING

1.1. Call to Order

1.2. Pledge of Allegiance

The Pledge of Allegiance was led by Council Member Bracco.

1.3. Invocation

The Invocation was led by Pastor Greg Quirke.

1.4. City Clerk's Report on Posting the Agenda

Interim City Clerk, Beth Minor announced the agenda was posted on Friday, January 3, 2025 at 3:45 PM.

1.5. Roll Call

Attendance	Attendee Name
	Dion Bracco, Council Member
	Terence Fugazzi, Council Member
	Carol Marques, Council Member
	Zach Hilton, Council Member
	Kelly Ramirez, Council Member
	Tom Cline, Council Member
	Greg Bozzo, Mayor
Absent	None

1.6. Orders of the Day

There were none.

1.7. Employee Introductions

Sharon Goei, Community Development Director introduced Senior Planner Valerie Negrete.

2. CEREMONIAL ITEMS - Proclamations and Awards

There were none.

3. COUNCIL CORRESPONDENCE (Informational Only)

There were none.

4. PRESENTATIONS TO THE COUNCIL

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

Mayor Bozzo opened Public Comment.

Delmar Nielson asked the Council to form a committee to discuss the homeless issue within the city, in part due to the amount of garbage at Alexander Street and 9th Street.

Terry Hernandez announced Pride Social South County is officially a nonprofit.

Ron Kirkish spoke regarding the problems surrounding the homeless encampments within the city.

Gregory Filios asked the Council to continue to build on the city projects that have already been started.

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

5. REPORTS OF COUNCIL MEMBERS

Council Member Bracco

No Report

Council Member Fugazzi

No Report

Council Member Marques

No Report

Council Member Hilton reported Silicon Valley Clean Energy Authority JPA approved the agency's participation in the California Public Utilities Commission Hourly Flex Pricing Pilot program.

Council Member

No Report

Council Member Cline

No Report

Mayor Bozzo

No Report

6. BOARD AND COMMISSION INTERVIEWS

- 6.1. Interviews for Open Seats on Boards, Commissions, and Committees with Future Appointment on January 27, 2025.

7. CONSENT CALENDAR

- 7.1. Approval of the Action Minutes of the December 9, 2024 City Council Regular Meeting.
- 7.2. Adopt a Resolution to Approve the Second Amendment to the Agreement for Maintenance of State Highways in the City of Gilroy and Authorize the City Administrator to Execute the Amendment.
Enactment No.: Resolution No. 2025-01.
- 7.3. Claim of James Hoey (The City Administrator recommends a "yes" vote under the Consent Calendar shall constitute denial of the claim).

7.4. Authorization for Mayor and Council Member Travel to the League of California Cities' Mayors and Council Members Academy.

Mayor Bozzo opened Public Comment.

There being no speakers, Mayor Bozzo closed Public Comment

MOTION: To approve Agenda Item Nos. 7.1-7.4.

RESULTS:	PASS: 7-0 ROLL CALL VOTE
MOVER:	Dion Bracco, Council Member
SECONDER:	Carol Marques, Council Member
AYES:	BRACCO, FUGAZZI, MARQUES, HILTON, RAMIREZ, CLINE, BOZZO
NOES:	
ABSENT:	
ABSTAIN:	

8. BIDS AND PROPOSALS

There were none.

9. PUBLIC HEARINGS

9.1. Introduce an Ordinance Approving the First Amendment to the Development Agreement Between the City of Gilroy and Glen Loma Corporation for the Glen Loma Ranch Project to Extend the Term of the Development Agreement by Three Years

Mayor Bozzo opened the Public Hearing.

There being no speakers, Mayor Bozzo closed the Public Hearing.

MOTION: To determine that the First Amendment to the Glen Loma Ranch Development Agreement does not require independent CEQA review, beyond EIR Addendum #2, undertaken in connection with the adoption of the Fourth Operating Memorandum.

RESULTS:	PASS: 7-0 ROLL CALL VOTE
MOVER:	Tom Cline, Council Member
SECONDER:	Carol Marques, Council Member
AYES:	BRACCO, FUGAZZI, MARQUES, HILTON, RAMIREZ, CLINE, BOZZO
NOES:	
ABSENT:	
ABSTAIN:	

MOTION: To read the ordinance by title only and waive further reading.

RESULTS:	PASS: 7-0 ROLL CALL VOTE
MOVER:	Carol Marques, Council Member
SECONDER:	Zack Hilton, Council Member
AYES:	BRACCO, FUGAZZI, MARQUES, HILTON, RAMIREZ, CLINE, BOZZO
NOES:	
ABSENT:	

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ABSTAIN:

MOTION: To Introduce an ordinance of the City Council of the City of Gilroy approving the First Amendment to the Development Agreement between the City of Gilroy and Glen Loma Corporation for the Glen Loma Ranch project to extend the term of the Development Agreement by three years.

RESULTS:	PASS: 7-0 ROLL CALL VOTE
MOVER:	Tom Cline, Council Member
SECONDER:	Kelly Ramirez, Council Member
AYES:	BRACCO, FUGAZZI, MARQUES, HILTON, RAMIREZ, CLINE, BOZZO
NOES:	
ABSENT:	
ABSTAIN:	

10. UNFINISHED BUSINESS

There was none.

11. INTRODUCTION OF NEW BUSINESS

11.1. Appointment of Councilmembers to the Downtown Committee.

Mayor Bozzo opened Public Comment.

There being no speakers, Mayor Bozzo closed Public Comment.

MOTION: To appoint Council Members Ramirez and Fugazzi to serve on the Downtown Committee.

RESULTS:	PASS: 7-0 ROLL CALL VOTE
MOVER:	Tom Cline, Council Member
SECONDER:	Dion Bracco, Council Member
AYES:	BRACCO, FUGAZZI, MARQUES, HILTON, RAMIREZ, CLINE, BOZZO
NOES:	
ABSENT:	
ABSTAIN:	

11.2. Cities Association of Santa Clara County Membership Renewal Request.

Mayor Bozzo opened Public Comment.

There being no speakers, Mayor Bozzo closed Public Comment.

MOTION: To re-join the Cities Association of Santa Clara County.

RESULTS:	PASS: 7-0 ROLL CALL VOTE
MOVER:	Zach Hilton, Council Member
SECONDER:	Tom Cline, Council Member
AYES:	BRACCO, FUGAZZI, MARQUES, HILTON, RAMIREZ, CLINE, BOZZO
NOES:	

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ABSENT:
ABSTAIN:

11.3. Appointment of a Council Member to the Gilroy Gardens Lease Ad Hoc Committee.

Mayor Bozzo opened Public Comment.

There being no speakers, Mayor Bozzo closed Public Comment.

MOTION: To appoint Mayor Bozzo to the Gilroy Gardens Lease Ad Hoc Committee.

RESULTS:	PASS: 7-0 ROLL CALL VOTE
MOVER:	Tom Cline, Council Member
SECONDER:	Terence Fugazzi, Council Member
AYES:	BRACCO, FUGAZZI, MARQUES, HILTON, RAMIREZ, CLINE, BOZZO
NOES:	
ABSENT:	
ABSTAIN:	

12. FUTURE COUNCIL INITIATED AGENDA ITEMS

12.1. Request for an Update on the Status of Staff's Work to Complete the Housing Element Programs for 2024.

Mayor Bozzo opened Public Comment.

There being no speakers, Mayor Bozzo closed Public Comment.

13. CITY ADMINISTRATOR'S REPORTS

City Administrator, Jimmy Forbis noted the area by Alexander Street and 9th Street is Union Pacific Railroad property and the city cannot do any cleanup work due to it not being city property. He reminded everyone that there will be a strategic planning meeting on Wednesday, February 12, 2025 for the 2-year budget cycle discussion. He encouraged everyone to take time to complete the Community Survey. He also mentioned the passing of Proposition 36 and how it could help with retail thefts.

14. CITY ATTORNEY'S REPORTS

City Attorney, Andy Faber advised he had nothing to report. He read the Closed Session titles into the record.

15. CLOSED SESSION

15.1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION. Significant Exposure to Litigation Pursuant to Paragraph (2) of Subdivision (d) and Paragraph (3) of Subdivision (e) of Government Code Section 54956.9 and Gilroy City Code Section 17A.11 (3) (b), based upon receipt of a written communication from Shenkman & Hughes, PC (available for inspection upon request at the office of the City Clerk). One case as defendant.

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- 15.2. CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION.**
 Pending Litigation Pursuant to Paragraph (1) of Subdivision (d) of Government Code Section 54956.9 and Gilroy City Code Section 17A.11 (3) (a), Gandolfi Investments, LLC v. City of Gilroy, et.al., Superior Court for the County of Santa Clara, Case Number 24CV444165, filed July 26, 2024.
- 15.3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS Pursuant to GC Sec. 54956.8 and GCC Sec. 17A.8**
 Property: Gilroy Gardens Theme Park, 3050 Hecker Pass Highway, Gilroy, CA (APN's: 810-17-024, 810-17-026, 810-17-029, 810-17-030, 810-17-031, 810-18-002, 810-18-013, 810-19-005, 810-19-007, 810-19-010, 810-19-011, 810-19-014)
 Negotiators: Jimmy Forbis, City Administrator; Victoria Valencia, Economic Development Manager
 Other Party to Negotiations: Gilroy Gardens Family Theme Park, LLC
 Under Negotiations: Price and terms of payment for sale or lease.
- 15.4. CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION.**
 Pending Litigation Pursuant to Paragraph (1) of Subdivision (d) of Government Code Section 54956.9 and Gilroy City Code Section 17A.11 (3) (a), Timothy Gavin v. City of Gilroy, Superior Court for the County of Santa Clara, Case Number 24CV428673, filed January 5, 2024.
- 15.5. CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION.**
 Pending Litigation Pursuant to Paragraph (1) of Subdivision (d) of Government Code Section 54956.9 and Gilroy City Code Section 17A.11 (3) (a), City of Gilroy v. Superior Court for the County of Santa Clara & Law Foundation of Silicon Valley v. Superior Court for the County of Santa Clara, Supreme Court of California, Case Numbers S282937 and S282950, review granted February 21, 2024.

The Council unanimously voted to go into the Closed Session. The Council then unanimously to stay in the Closed Session. Mayor Bozzo noted there was no reportable action.

16. ADJOURN TO OPEN SESSION

17. ADJOURNMENT

The meeting was adjourned at 10:37 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.

/s/Beth Minor
Interim City Clerk



DRAFT



City of Gilroy

STAFF REPORT

Agenda Item Title: Approve the Donation of Maui, a Trained Therapy Dog from the Leadership Gilroy Class of 2024

Meeting Date: January 27, 2025

From: Jimmy Forbis, City Administrator

Department: Police

Submitted By: Pedro Espinoza, Police Chief

Prepared By: Luke Powell, Captain

STRATEGIC PLAN GOALS

Ensure Neighborhood Equity from City Services

RECOMMENDATION

Approve the donation of Maui, a trained therapy dog, from the Leadership Gilroy Class of 2024.

EXECUTIVE SUMMARY

The Gilroy Police Department has been offered Maui; a working therapy dog donated by the Leadership Gilroy Class of 2024 project. Adopted from the San Martin Animal Shelter and trained by Operation Freedom Paws, Maui will serve as a therapeutic resource to individuals to reduce stress and anxiety within GUSD schools, City departments, and the broader community. Maui is trained to detect elevated cortisol levels and provide calming interactions, helping individuals manage stress. The annual maintenance cost of \$7,000 for Maui is included in the Police Department's existing canine budget. This initiative aligns with the department's employee wellness and resiliency program and strengthens community outreach efforts.

BACKGROUND

The Leadership Gilroy Class of 2024 selected a therapy dog project to benefit the Gilroy community. Maui was adopted from the San Martin Animal Shelter and received specialized training from Operation Freedom Paws in detecting elevated cortisol levels in individuals. Because of their sensitivity to human emotions, Therapy dogs like Maui

are proven to reduce stress and anxiety through interaction. Maui's training allows him to recognize stress indicators and respond with calming actions, such as leaning into or placing his head on a person, fostering immediate relief and comfort to those in need.

The Police Department selects potential canine officer candidates through an interview process and supervisory recommendations. The compatibility between the officer and canine is crucial as the team spend almost every hour of their day together, goes home with the officer after working their shift, and forming deep bonds with their handler and immediate family. School Resource Officer Odell will serve as Maui's primary handler, deploying him daily on Gilroy Unified School District campuses.

ANALYSIS

Maui's role spans schools, City departments, and community events, providing comprehensive support:

- **Schools:** Maui will be a consistent presence on Gilroy Unified School District campuses, offering stress relief to students and staff.
- **City Departments:** Maui will assist staff in the communications center, records unit, investigations, and other units as part of the Critical Incident Stress Debrief (CISD) and Wellness Team initiatives.
- **Community Events:** Maui will participate in programs such as Coffee with a Cop, Ice Cream with a Cop, and National Night Out, enhancing community engagement and promoting positive relations within our community.

Maui's projected maintenance cost of \$7,000 annually, includes food, supplies, and veterinary services, is already allocated in the Police Department's budget for canine teams ensuring no additional financial impact.

Maui's presence will enhance mental health support for students, staff, and employees while fostering stronger community connections through outreach and public engagement.

ALTERNATIVES

Staff researched and evaluated other therapy dog programs implemented by other law enforcement agencies and community organizations. These programs have consistently yielded positive responses from internal personnel and the public. The data and feedback gathered indicate significant reductions in stress levels and improved overall well-being for participants.

No alternative programs or approaches have demonstrated comparable success in achieving these objectives. While other wellness initiatives exist, none provide the immediate stress relief, emotional support, and community engagement benefits seen with therapy dog programs. The presence of a therapy dog, like Maui, offers a unique and proven method for enhancing mental health support and promoting positive community relations.

Given the demonstrated effectiveness of similar therapy dog programs and the absence

of alternatives that can achieve the same outcomes, staff believe this initiative represents the best solution for addressing departmental and community wellness needs.

FISCAL IMPACT/FUNDING SOURCE

Maui's annual maintenance cost of \$7,000 is already included in the Police Department's budget, which supports three canine teams. Maui fills a vacant position, resulting in no additional budget impact.

PUBLIC OUTREACH

Therapy dog programs in other agencies have received overwhelmingly positive feedback from both internal personnel and the community. Staff anticipate similar outcomes for Maui's deployment in schools, city departments, and community events, reinforcing trust and fostering positive relationships.

NEXT STEPS

If approved, Maui will begin his service immediately in schools, city departments, and public events. If the donation is not accepted, Maui may be returned to Leadership Gilroy for rehousing or remain with Officer Odell and his family. Upon acceptance of the donation, the attached donation form will be completed pursuant to the Donation Policy.

Attachments:

1. Donation Acceptance Form



CITY OF GILROY DONATION ACCEPTANCE FORM

Name of Donor: Gilroy Leadership Class 2024 and Operation Freedom Paws

Address: 7471 Monterey Street City: Gilroy State: CA Zip: 95020

Description of donation: Donation of Maui, a trained therapy dog.

Donor estimate of current value: \$7,000.

Potential immediate acquisition/installation or any on-going maintenance or replacement cost: Ongoing care and feeding of the dog. Total upkeep cost not known.

Intended use: Use by the Police Department as a therapy dog in the course and scope of duties.

Conditions of acceptance or donor designation: None.

Remarks: _____

FOR CITY USE

Please Circle One: **ACCEPTED / DENIED**

Date

City Administrator's Signature

January 27, 2025

Date Submitted to Council

Date Approved/Denied by Council

Date

Mayor's Signature



City of Gilroy

STAFF REPORT

Agenda Item Title: Adoption of an Ordinance Approving the First Amendment to the Development Agreement Between the City of Gilroy and Glen Loma Corporation for the Glen Loma Ranch Project to Extend the Term of the Development Agreement by Three Years

Meeting Date: January 27, 2025

From: Jimmy Forbis, City Administrator

Department: Community Development

Submitted By: Sharon Goei, Community Development Director

Prepared By: Sharon Goei, Community Development Director

STRATEGIC PLAN GOALS

Not Applicable

RECOMMENDATION

Adopt an ordinance of the City Council of the City of Gilroy approving the First Amendment to the Development Agreement between the City of Gilroy and Glen Loma Corporation for the Glen Loma Ranch project to extend the term of the Development Agreement by three years.

EXECUTIVE SUMMARY

The Development Agreement for the Glen Loma Ranch development was adopted in 2005 (Ordinance 2005-22) and has a 20-year term expiring on December 21, 2025. Pursuant to Section 2.2 of the Glen Loma Ranch Development Agreement (GLR DA), the term may be extended for three years through an amendment to the GLR DA. The First Amendment to the GLR DA would extend the expiration date of the GLR DA from December 21, 2025, to December 21, 2028.

ANALYSIS

On January 6, 2025, the City Council held a public hearing and considered and introduced an ordinance approving the First Amendment to the Development

Adoption of an ordinance approving the First Amendment to the Development Agreement between the City of Gilroy and Glen Loma Corporation for the Glen Loma Ranch project to extend the term of the Development Agreement by three years

Agreement between the City of Gilroy and Glen Loma Corporation for the Glen Loma Ranch project to extend the term of the Development Agreement by three years. The City Council motioned to read the ordinance by title only, waived further reading of the ordinance, and introduced the ordinance with a 7-0 vote.

The City Council is now asked to adopt the proposed ordinance consistent with its January 6, 2025 action.

The ordinance will become effective on February 26, 2025, thirty (30) days following the date of Council adoption.

ALTERNATIVES

The City Council may decline to adopt the ordinance. However, this is not recommended because the Fourth Operating Memorandum to the Glen Loma Ranch Development Agreement (approved by City Council Resolution No. 2024-47 on October 7, 2024) acknowledged that the extension would be processed and approved in a timely manner.

FISCAL IMPACT/FUNDING SOURCE

Approval of this extension is consistent with the milestones identified in the Fourth Operating Memorandum to the Glen Loma Ranch Development Agreement. The staff time and resources necessary to prepare the documents were accommodated within existing appropriations and workplan, thus there is no new fiscal impact.

PUBLIC OUTREACH

Public hearings were held on the proposed amendment at the December 5, 2024 Planning Commission meeting and the January 6, 2025 City Council meeting. Public hearing notices were published in the Gilroy Dispatch. Public hearing packets are available through the City's website.

NEXT STEPS

If adopted, the ordinance will become effective in 30 days on February 26, 2025.

Attachments:

1. Draft Ordinance Approving First Amendment to the Glen Loma Ranch Development Agreement
2. January 27, 2025 Ordinance Introduction Staff Report

ORDINANCE NO. 2025-XX**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GILROY APPROVING THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF GILROY AND GLEN LOMA CORPORATION FOR THE GLEN LOMA RANCH PROJECT TO EXTEND THE TERM OF THE DEVELOPMENT AGREEMENT BY THREE YEARS**

THE CITY COUNCIL OF THE CITY OF GILROY DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I.**RECITALS**

- A. By Ordinance 2005-22 adopted on or about November 21, 2005, the City of Gilroy approved a development agreement (the “Development Agreement”) pursuant to California Government Code sections 65864 through 65869.5 (“State Law”), by and between Glen Loma Corporation and various owners of property (collectively, “GLR”), to govern construction of a multi-phase project consisting of residential and commercial development for the Glen Loma Ranch project encompassing approximately 359 acres as more fully described in the Glen Loma Specific Plan (“Specific Plan”) adopted on November 7, 2005 (the “Project”). The Specific Plan also sets forth the detailed development standards and guidelines and an implementation program for the development of the Project. Ordinance 2005-22 became effective on December 21, 2005, thirty (30) days after adoption, and on the same date, the Development Agreement took effect.
- B. Pursuant to the California Environmental Quality Act (“CEQA”), the City prepared an Environmental Impact Report (“EIR”) for the Project, which included the Specific Plan itself and the Development Agreement, which EIR was certified by the City Council on October 17, 2005, and for which Resolution No. 2005-81 was adopted on November 7, 2005 making the required findings for each significant effect and including a Statement of Overriding Considerations, and a mitigation/monitoring program was adopted in connection with the Project.
- C. In 2014, the City Council adopted an addendum to the certified EIR (“Addendum #1”) modifying and removing certain mitigation measures.
- D. In 2017, 2018, and 2022, the City and GLR entered into three Operating Memoranda pursuant to Paragraph 3.13 of the Development Agreement, each of which has become part of the Development Agreement.
- E. On October 7, 2024, the City Council approved the Fourth Operating Memorandum to the Development Agreement (“Fourth Operating Memorandum”) and also approved an

addendum to the EIR (“Addendum #2”) making further minor modifications and clarifications to the Development Agreement.

- F. One provision of the Fourth Operating Memorandum requires that the City and GLR take all reasonable actions to extend the expiration date of the Term of the Development Agreement by three years, i.e., from December 21, 2025 through and including December 21, 2028. A First Amendment to Development Agreement (“First Amendment”), attached hereto as Exhibit A and incorporated herein by this reference, has been prepared to effectuate that extension of the Term of the Development Agreement. The First Amendment makes no other changes to the Development Agreement, and thus does not require independent CEQA review, beyond that already undertaken in connection with the adoption of the Fourth Operating Memorandum.
- G. A public hearing on the proposed First Amendment was held before the Planning Commission on December 5, 2024, for which public notice was given as provided by law and at which all persons desiring to be heard were given an opportunity to be heard, and following the hearing the Planning Commission recommended approval of the First Amendment.
- H. A public hearing on the proposed First Amendment was held before the City Council on January 6, 2025, for which public notice was given as provided by law, and at which all persons desiring to be heard were given an opportunity to be heard. The City Council has duly considered all testimony received, both oral and written.

SECTION II.

FINDINGS AND DETERMINATIONS

On the basis of the foregoing Recitals and the specific conclusions set forth below, the City Council finds and determines that:

1. The Development Agreement as modified by the First Amendment is consistent with the objectives, policies, general land uses and programs specified and contained in the City’s General Plan and the Specific Plan.
2. The City has taken all steps required by State Law and by CEQA in order to approve the First Amendment.

SECTION III.

APPROVAL

The City Council hereby approves the First Amendment and authorizes the Mayor to execute the First Amendment, a copy of which is attached hereto as Exhibit “A.”

SECTION IV.**EFFECTIVE DATE**

This ordinance shall take effect and be in full force thirty (30) days from and after its adoption, and on that same date the First Amendment shall take effect.

SECTION V.**RECORDATION**

Not later than ten (10) days after the City's execution and acknowledgment of the First Amendment, the City Clerk shall submit the First Amendment to the County Recorder for recordation.

PASSED AND ADOPTED this day of _____, 2025, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

APPROVED:

Greg Bozzo, Mayor

ATTEST:

Beth Minor, Interim City Clerk

Exhibit A

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT – GLEN LOMA RANCH

This First Amendment (“**First Amendment**”) to the Development Agreement between City of Gilroy (“**City**”), Glen Loma Corporation, and the owners of Glen Loma Ranch (“**Owners**”; Owners together with Glen Loma Corporation are collectively referred to as “**GLR**”), dated November 21, 2005 (the “**Development Agreement**”) for the development of the Glen Loma Ranch Project, an area composed of approximately 359 acres of land (of which approximately 185 acres will be developed) northeast of Santa Teresa Boulevard and southwest of Uvas Creek, is entered into in consideration of the following recitals and mutual promises and conditions.

WHEREAS, the Development Agreement was approved by the City Council with the adoption of Ordinance 2005-22 on November 21, 2005 (the “**Enacting Date**”); and

WHEREAS, pursuant to Section 1.1 of the Development Agreement, the Effective Date of the Development Agreement is 30 days after the Enacting Date, i.e., December 21, 2005, and pursuant to Section 2.2 of the Development Agreement, the Term of the Development Agreement expires on “the first to occur of the following dates: (a) the date which is twenty (20) years from the Effective Date, or (b) the date on which the development of the Project has been completed in accordance with this Agreement, including the construction the Public Improvement...”; and

WHEREAS, Section 2.2. of the Development Agreement provides that an extension of three years to the term of the Development Agreement may be made by amendment to the Development Agreement; and

WHEREAS, the City and GLR agreed in the Fourth Operating Memorandum to the Development Agreement, approved by the City Council on October 7, 2024, that they would take all steps reasonably necessary to extend the Term of the Development Agreement by three (3) years; and

WHEREAS, The Development Agreement and this First Amendment now apply to the remaining undeveloped areas of the Glen Loma Project more particularly described in Exhibit “1” attached hereto and incorporated herein by this reference.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and conditions contained herein, the City and GLR agree as follows:

1. In the above-quoted language in section 2.2 of the Development Agreement, the Phrase “the date which is twenty (20) years from the Effective Date” is hereby replaced with the following: “the date which is twenty-three (23) years from the Effective Date.”
2. Capitalized terms in this First Amendment that are not defined herein have the same meaning as in the Development Agreement.

3. This First Amendment may be signed in Counterparts.
4. In all other respects, the Development Agreement remains in full force and effect unmodified by this First Amendment. In case of conflict between the Development Agreement and this First Amendment, the terms of this First Amendment shall prevail.

The parties execute this First Amendment as of _____, 2025.

CITY:

City of Gilroy,
a California municipal corporation

By: _____
Greg Bozzo
Mayor

DEVELOPER:

Glen Loma Corporation,
a California corporation

By: _____
John M. Filice, Jr.
President

Approved as to Form:

By: _____
Andrew L. Faber
City Attorney

OWNERS:

Filice Family Estate,
a California limited partnership
by its General Partner, Cugini Calabria LLC
a California limited liability company

By: _____
John M. Filice, Jr.
Manager

The Christopher Family Partnership,
a California limited partnership

By: _____

Name: _____

Title: _____

Christopher Ranch LLC,
a California limited liability company

By: _____

Name: _____

Title: _____

D Christopher & Sons LLC,
a California limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT "1"**PROPERTY DESCRIPTION**

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

Parcel P as shown on the map entitled "TRACT 10472 TOWN CENTER", recorded September 24, 2020, in Book 932, of Maps at Pages 55-61, Santa Clara County records.

APN: 808-58-002 and 808-58-003

and

Parcels B and C, as shown on the map entitled "Tract 10520, NEBBIOLO, MALVASIA & THE GLEN", recorded September 30, 2020, in Book 933, of Maps at Pages 13-26, Santa Clara County records.

APN: 808-58-005 (Parcel B) and 808-18-032 (Parcel C)

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 _____

}

On _____ before me, _____,
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

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 _____

*Place Notary Seal and/or Stamp Above**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

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

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: _____



City of Gilroy

STAFF REPORT

Agenda Item Title: Introduce an Ordinance Approving the First Amendment to the Development Agreement Between the City of Gilroy and Glen Loma Corporation for the Glen Loma Ranch Project to Extend the Term of the Development Agreement by Three Years

Meeting Date: January 6, 2025

From: Jimmy Forbis, City Administrator

Department: Community Development

Submitted By: Sharon Goei, Community Development Director

Prepared By: Cindy McCormick, Planning Manager

STRATEGIC PLAN GOALS

Not Applicable

RECOMMENDATION

Council:

1. Determine that the First Amendment to the Glen Loma Ranch Development Agreement does not require independent CEQA review, beyond EIR Addendum #2, undertaken in connection with the adoption of the Fourth Operating Memorandum.
2. Motion to read the ordinance by title only and waive further reading; and
3. Introduce an ordinance of the City Council of the City of Gilroy approving the First Amendment to the Development Agreement between the City of Gilroy and Glen Loma Corporation for the Glen Loma Ranch project to extend the term of the Development Agreement by three years.

EXECUTIVE SUMMARY

The Development Agreement for the Glen Loma Ranch development was adopted in 2005 (Ordinance 2005-22) and has a 20-year term expiring on December 21, 2025. Pursuant to Section 2.2 of the Glen Loma Ranch Development Agreement (GLR DA), the term may be extended for three years through an amendment to the GLR DA. The First Amendment to the GLR DA would extend the expiration date of the GLR DA from December 21, 2025 to December 21, 2028.

Introduce an ordinance approving the First Amendment to the Development Agreement between the City of Gilroy and Glen Loma Corporation for the Glen Loma Ranch project to extend the term of the Development Agreement by three years

BACKGROUND

Glen Loma Development: The Glen Loma Ranch Development is an approximately 359-acre property located in the western rolling foothills of Gilroy between Santa Teresa Boulevard and Uvas Creek. On November 7, 2005, the City of Gilroy adopted the Glen Loma Ranch Specific Plan (“Specific Plan”) and certified the Glen Loma Ranch Specific Plan EIR (“Specific Plan EIR”). At that time, the City of Gilroy and the Glen Loma Ranch Corporation (GLR) acknowledged that the development and construction of the Glen Loma Ranch development was a large-scale undertaking, necessitating a development agreement to eliminate uncertainty, secure orderly development, and meet the goals and objectives of the General Plan and the Glen Loma Ranch Specific Plan.

Glen Loma Development Agreement: Development agreements are contracts negotiated between project proponents and public agencies that govern the land uses that may be allowed in a particular project. On November 21, 2005, the City of Gilroy and Glen Loma Ranch entered into a Development Agreement (GLR DA) for the development of the Glen Loma Ranch development (Ordinance 2005-22). The effective date of the GLR DA was December 21, 2005, with a 20-year term, expiring on December 21, 2025, or the date on which the development has been completed including the construction of public improvements. The GLR DA also allows for an extension of three years through an amendment to the GLR DA. In 2017, 2018, and 2022, the City and Glen Loma Corporation entered into three Operating Memoranda pursuant to Paragraph 3.13 of the GLR DA, each of which has become part of the GLR DA. On October 7, 2024, the City Council approved the Fourth Operating Memorandum to the GLR DA (Resolution No. 2024-47), which acknowledged that the extension would be processed and approved prior to or coincidentally with either Tentative Map TM 24-03 or TM 24-02. Both tentative maps are tentatively scheduled for review and recommendation by the Planning Commission on January 16, 2025.

Environmental Assessment: Pursuant to the California Environmental Quality Act (“CEQA”), the City prepared an Environmental Impact Report for the Glen Loma Ranch Specific Plan (“Specific Plan EIR”), which was certified by the City Council on October 17, 2005, and adopted by the City Council on November 7, 2005 (Resolution No. 2005-81). On May 19, 2014, the City Council adopted an addendum to the certified EIR (EIR Addendum #1), modifying Mitigation Measures #4, #23, #31, and deleting Mitigation Measures #32, and #42 (Resolution 2014-19). On October 7, 2024, the City Council adopted a second addendum to the certified EIR (EIR Addendum #2), finding that, under the current planned buildout of 1,467 residential units, Mitigation Measures 36, 37, 39, 41, 43, and 44 are not required and Mitigation Measure 34 has been satisfied through the installed signalization (Resolution No 2024-46). The proposed extension of the Glen Loma Ranch Development Agreement makes no other changes to the Development Agreement or to the Specific Plan EIR, and thus does not require independent CEQA review, beyond EIR Addendum #2. Therefore, the Project is not

Introduce an ordinance approving the First Amendment to the Development Agreement between the City of Gilroy and Glen Loma Corporation for the Glen Loma Ranch project to extend the term of the Development Agreement by three years

subject to CEQA under the common sense exemption where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment [State CEQA Guidelines Section 15061(b)(3)].

Planning Commission Review: On December 5, 2024, the Planning Commission held a noticed public hearing on the proposed Ordinance and recommended that the City Council adopt the Ordinance approving the First Amendment to the Glen Loma Ranch Development Agreement to extend the term of the Development Agreement by three years.

ANALYSIS

Glen Loma Ranch Development Agreement Amendment: The proposed amendment modifies section 2.2 of the GLR DA by replacing the phrase “the date which is twenty (20) years from the Effective Date” with the phrase “the date which is twenty-three (23) years from the Effective Date.” In all other respects, the Development Agreement remains in full force and effect, unmodified by the approved amendment. In case of conflict between the GLR DA and the approved amendment, the terms of the approved amendment shall prevail.

Findings: The proposed amendment is consistent with the objectives, policies, general land uses and programs specified and contained in the City’s General Plan and the Glen Loma Ranch Specific Plan. The City has taken all steps required by State Law and by CEQA in order to approve the proposed amendment.

ALTERNATIVES

The City Council could decide not to introduce the Ordinance; however this is not recommended because the Fourth Operating Memorandum to the GLR DA (approved by City Council Resolution No. 2024-47 on October 7, 2024), acknowledged that the extension would be processed and approved in a timely manner.

FISCAL IMPACT/FUNDING SOURCE

Approval of this extension is consistent with the milestones identified in the Fourth Operating Memorandum to the Glen Loma Ranch Development. The staff time and resources necessary to prepare the documents and publish the public hearing notices were accommodated within existing appropriations and workplan, thus there is no new fiscal impact.

PUBLIC OUTREACH

The public hearing for the proposed amendment was noticed in the Gilroy Dispatch on December 20, 2024.

Introduce an ordinance approving the First Amendment to the Development Agreement between the City of Gilroy and Glen Loma Corporation for the Glen Loma Ranch project to extend the term of the Development Agreement by three years

7.3

NEXT STEPS

The ordinance approving the First Amendment to the Glen Loma Ranch Development Agreement is tentatively scheduled to be adopted by the City Council on January 27, 2025.

Attachments:

1. Draft Ordinance Approving First Amendment
2. First Amendment to the Glen Loma Ranch Development Agreement



City of Gilroy

STAFF REPORT

Agenda Item Title: Approve a Resolution Amending Resolution No. 2023-27 to Reduce the Number of Council Members Serving on the Downtown Committee.

Meeting Date: January 27, 2025

From: Jimmy Forbis, City Administrator

Department: Administration

Submitted By: Jimmy Forbis, City Administrator

Prepared By: Bryce Atkins, Assistant to the City Administrator

STRATEGIC PLAN GOALS

Promote Economic Development Activities

RECOMMENDATION

Council adopt the resolution.

BACKGROUND

On May 1st, 2023, the City Council adopted Resolution No. 2023-27, establishing the Downtown Committee (Committee). The Committee was established with a fifteen member body – five being City Council Members, and the other ten appointed by those five pursuant to the membership provisions in the above referenced resolution. As a result of the elections held on November 5, 2024, three Council Members appointed to the Committee were no longer able to serve. At the January 6, 2025 meeting, the City Council discussed the matter of appointing up to three Council Members to the City Council seats on the Downtown Committee. The Council ultimately appointed two members, and then provided direction to return to Council with a resolution amendment to have the number of City Council member appointees be reduced to four.

ANALYSIS

Attached is a resolution amending Resolution No. 2023-27, specifically the membership provisions reducing the total membership from fifteen to fourteen members, and the

total number of Council members from five to four. No other changes are made by adoption of the proposed amending resolution.

ALTERNATIVES

Council may modify or reject the resolution. This is not recommended as this is a resolution memorializing the decision made by Council on January 6, 2025.

FISCAL IMPACT/FUNDING SOURCE

None.

PUBLIC OUTREACH

This item was discussed at the January 6, 2025 public City Council meeting, and was included on the publicly posted agenda for this meeting.

NEXT STEPS

If adopted, the resolution will be executed and the membership structure will be modified accordingly.

Attachments:

1. Proposed Amending Resolution
2. Resolution 2023-27

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY AMENDING RESOLUTION NO. 2023-27, ESTABLISHMENT OF THE DOWNTOWN COMMITTEE, REGARDING THE NUMBER OF APPOINTED CITY COUNCIL MEMBERS TO THE DOWNTOWN COMMITTEE

WHEREAS, on May 1, 2023, the City Council adopted Resolution No. 2023-27 establishing the Downtown Committee; and

WHEREAS, the membership of the Downtown Committee was originally comprised of fifteen members, five of which were to be City Council Members appointed by the City Council from among its own membership; and

WHEREAS, after the November 5, 2024 elections and the seating of new Council Members, the City Council on January 6, 2025 appointed two new Downtown Committee members and directed the reduction of the number of Council Member appointees from five to four.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Gilroy that Resolution No. 2023-27, establishing a Downtown Committee, particularly the section entitled "Membership", is hereby amended to read as follows:

Membership. The total membership of the Committee shall be fourteen (14) members. The Committee shall consist of four Council Members as appointed by the City Council. Each appointed Council Member may appoint two additional members of their choice from the residential community, business owners or property owners from downtown Gilroy. Members shall serve for the term of the Committee as defined below. Public Members shall remain the same through the original expiration date of the Downtown Committee. Members of the Committee are tasked to complete the work of the Committee, with limited staff support as identified in the Powers and Scope section below.

PASSED AND ADOPTED this 27th day of January 2025 by the following roll call vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

APPROVED:

Greg Bozzo, Mayor

ATTEST:

Beth Minor, Interim City Clerk

CERTIFICATE OF THE CLERK

I, **BETH MINOR**, Interim 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, January 27, 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**.

Beth Minor
Interim City Clerk of the City of Gilroy

(Seal)

RESOLUTION NO. 2023-27**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY
ESTABLISHING A DOWNTOWN COMMITTEE**

WHEREAS, the City Council of the City of Gilroy wishes to create 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 of the City Council in the first year, and other downtown related activities in the second year; and

WHEREAS, for purposes of this Downtown Committee, downtown Gilroy is defined as the area bordered by First Street to the north, Tenth Street to the south, Egleberry Street to the west, and Railroad Street to the east.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Gilroy does hereby establish the Downtown Committee (Committee), with the duties, powers and structure as follows:

Membership. The total membership of the Committee shall be fifteen (15) members. The Committee shall consist of five Council Members as appointed by the City Council. Each appointed Council Member may appoint two additional members of their choice from the residential community, business owners or property owners from downtown Gilroy. Members shall serve for the term of the Committee as defined below. Members of the Committee are tasked to complete the work of the Committee, with limited staff support as identified in the Powers and Scope section below.

Attendance and Vacancies. Council Members retain control of the seats that they appoint, and when such seats are vacated, the Council Member originally appointing that seat shall reappoint another qualifying candidate as described above to that seat. The Council Vacancy Policy on boards and commissions shall apply to the public members, including removal for excess absences.

Presiding Officers. Council Member Marques shall be the Chair of the Committee and preside over the meetings of the Committee. Council Member Tovar shall be Vice-Chair and perform the duties of Committee Chair in the absence of Chair Marques. The City Administrator will provide administrative support to the Committee.

Term. The Committee shall have a term of twenty-four (24) months, ending on April 30, 2025. At the expiration of the term, the Committee shall automatically be dissolved unless the term is extended by the City Council.

Meetings. The Committee shall initially hold meetings monthly. The meetings shall be held in the Gilroy City Council Chambers at 8:00 AM on the second Tuesday of each month, beginning in May 2023. The meeting schedule may be changed by the Committee to meet less frequently, for example, quarterly. The Committee may hold special meetings on an as-needed basis at the call of the Chair or as otherwise requested by the City Council. A quorum of the Committee shall consist of eight Committee members. The affirmative vote of a simple majority of the members present, which must include the

affirmative vote of at least three Council Members, shall be required for the Committee to take any action.

Powers and Scope. The Committee will have the authority and duty to:

- (a) Act in an advisory capacity to the City Council and City Administrator in matters pertaining to downtown Gilroy, as defined in the recitals above, with an initial focus on the outstanding downtown recommendations that were adopted by the City Council in October 2022. Once the work on those recommendations is prioritized and a workplan is underway by Committee members, other topics and recommendations relating to other downtown Gilroy subject matters may be explored;
- (b) Report back to the Council periodically at frequencies determined by the Committee, but no less than annually. The Committee has no authority to provide direction to City staff but may make recommendations to the full Council for their consideration of providing direction to staff;
- (c) Identify problems and, with Council approval, study such problems, activities, and concerns regarding the downtown, hold forums on such problems, and recommend programs, policies, and procedures to the City Administrator and City Council which the Committee finds necessary or desirable;
- (d) Perform such other duties related to downtown Gilroy as may be directed by the City Council.

Operation of the Committee. The work of the Committee shall be performed by the members of the Committee. The City Council, by this Resolution, hereby dedicates City staff resources limited to performing administrative functions to support the Committee, which is limited to agenda preparation and posting, meeting attendance, and meeting minutes preparation. The Committee shall comply and be governed by the State Ralph M. Brown Act and all other applicable State laws and local ordinances and policies. The Committee has purely advisory functions, and the public members are not considered to be “public officials” for the purposes of the Fair Political Practices Act.

PASSED AND ADOPTED this 1st day of May 2023 by the following vote:

AYES:	COUNCIL MEMBERS:	BRACCO, CLINE, HILTON, MARQUES, TOVAR, BLANKLEY
NOES:	COUNCIL MEMBERS:	NONE
ABSTAIN:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	ARMENDARIZ

APPROVED:

Marie Blankley

Marie Blankley (May 3, 2023 17:08 PDT)

Marie Blankley, Mayor

ATTEST:

Thai Nam Pham

Thai Nam Pham, City Clerk



CERTIFICATE OF THE CLERK

I, THAI NAM PHAM, City Clerk of the City of Gilroy, do hereby certify that the attached **Resolution No. 2023-27** 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, May 1, 2023**, at which meeting a quorum was present.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of the City of Gilroy this **Monday, May 1, 2023**.

Thai Nam Pham, CMC, CPMC
City Clerk of the City of Gilroy

(Seal)





City of Gilroy

STAFF REPORT

Agenda Item Title: Award a Three-Year Contract to Secure Guard Security Services in a Total Amount of \$233,451 with an Annual Not-to-Exceed Amount of \$77,817 for Park Patrol Security Services, with Up to Two, One-Year Extension Options

Meeting Date: January 27, 2025
 From: Jimmy Forbis, City Administrator
 Department: Public Works
 Submitted By: Matt Jones, Deputy Public Works Director
 Prepared By: Karen Gumin, Management Analyst

STRATEGIC PLAN GOALS

Maintain and Improve City Infrastructure

RECOMMENDATION

City Council:

1. Approve the award of a three-year agreement with Secure Guard Security Services for Park Patrol Security Services in the amount of \$233,451, with an annual not-to-exceed amount of \$77,817 and with two, one-year extension options.
2. Authorize the City Administrator to execute the contract and associated documents.

EXECUTIVE SUMMARY

The City of Gilroy initiated private park patrols in 2015 to address safety concerns in the parks. The current contract, awarded in 2019, will expire on January 31, 2025. A new Request for Proposals (RFP) was issued in October 2024, and ten proposals were received. Based on a thorough evaluation, staff recommends awarding a three-year contract to Secure Guard Security Services. This contract will continue to enhance public safety across the City's 17 parks and 19 trails, covering over 310 acres.

Award a Three-Year Contract to Secure Guard Security Services in a Total Amount of \$233,451.00^{8.1} with an Annual Not-to-Exceed Amount of \$77,817 for Park Patrol Security Services, with Up to Two, One-Year Extension Options

BACKGROUND

The City of Gilroy has utilized private security patrol services since 2015 to mitigate vandalism, trespassing and theft. Private patrol security services proved to be effective to enhance public safety, documenting graffiti, reduce vandalism, eject after hours trespassers and increase patrol activity. Additionally, the parks patrol routine security services include park closures and openings, securing restrooms and gates, responding to incidents and providing daily activity and incident reports to City management. In addition to the primary park locations, the contracted services include nineteen trails and facilities on patrol standby as needed at the City's discretion.

The current contract with First Alarm Security and Patrol expires January 31, 2025. The new contract will ensure uninterrupted service and continued safety enhancements.

ANALYSIS

The RFP for Park Patrol Security Services was issued on October 14, 2024, and advertised through the City's website and local news media. By the submission deadline of November 5, 2024, ten proposals were received. A three-member evaluation panel reviewed proposals based on the following criteria: 1. Cost of Services; 2. Staff Management Plan; 3. Safety Practices; 4. Proximity to Gilroy; 5. Expertise and Range of Services; and 6. Client References.

Based on the panel's evaluation of the ten proposals, Secure Guard Security Services is the recommended contractor. Secure Guard Security Services was identified as the most qualified contractor, demonstrating exceptional experience and trained personnel. The proposed hourly rate and total costs are competitive and aligned with City needs.

ALTERNATIVES

Council may choose to reject the recommended proposal. This is not recommended as either an extension to the existing contract, reduction of coverage, or additional staffing may be required.

FISCAL IMPACT/FUNDING SOURCE

Staff anticipates the total cost for the Parks Patrol Security Services to be approximately \$77,817 per year, inclusive of labor and vehicle costs. Funding for the annual security services is included within the Public Works Department's budget in the General Fund (100) and is within the existing appropriations.

It should be noted that the proposed annual fee of \$77,817 is for the first three fiscal years of the contract and may vary if the contract is extended for one or two additional years. The total 3-year contract amount accounts for holiday pay rates in addition to the regular hourly rate of patrol services in a given year.

Award a Three-Year Contract to Secure Guard Security Services in a Total Amount of \$233,451^{8.1}.00 with an Annual Not-to-Exceed Amount of \$77,817 for Park Patrol Security Services, with Up to Two, One-Year Extension Options

Date	Amount
February 1, 2025 – January 30th, 2026	\$77,817
February 1, 2026 – January 30th, 2027	\$77,817
February 1, 2027 – January 30th, 2028	\$77,817
Total 3-Year Contract	\$233,451

PUBLIC OUTREACH

This item is included on the public posted agenda for the January 27th, 2025 City Council meeting.

NEXT STEPS

Subject to City Council approval, the City Administrator will execute the contract with Secure Guard Services, along with the associated documents. The Parks Patrol Security Services contract will commence upon execution of the contract.

Attachments:

1. Agreement with Secure Guard Security Services for Park Patrol Security Services.

AGREEMENT FOR SERVICES

(For contracts over \$5,000 – NON-DESIGN, NON-ENGINEERING TYPE CONTRACTOR)

This AGREEMENT made this 13 day of January, 2025, between:

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

and CONTRACTOR: Secure Guard Security Services, having a principal place of business at
18001 Sky Park Circle, Unit J, Irvine CA 92614.

ARTICLE 1. TERM OF AGREEMENT

This Agreement will become effective on February 1st, 2025 and will continue in effect through January 30th, 2028 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 \$233,451.00.

B. Invoices

CONTRACTOR shall submit invoices for all services rendered.

C. Payment

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

D. Expenses

CONTRACTOR shall be responsible for all costs and expenses incident to the performance of services for CITY, including but not limited to, all costs of equipment used or provided by CONTRACTOR, all fees, fines, licenses, bonds or taxes required of or imposed against CONTRACTOR and all other of CONTRACTOR'S costs of doing business. CITY shall not be responsible for any expenses incurred by CONTRACTOR in performing services for CITY, except for those expenses constituting "direct expenses" referenced on **Exhibit "A."**

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

A. Tools and Instrumentalities

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

B. Workers' Compensation

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

C. Indemnification of Liability, Duty to Defend

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

D. Insurance

In addition to any other obligations under this Agreement, CONTRACTOR shall, at no cost to CITY, obtain and maintain throughout the term of this Agreement: (a) Commercial Liability Insurance on a per occurrence basis, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of \$1,000,000 per occurrence for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property, including the loss of use thereof. As a condition precedent to CITY'S obligations under this Agreement, CONTRACTOR shall furnish written evidence of such coverage (naming CITY, its officers and employees as additional insureds on the Comprehensive Liability insurance policy referred to in (a) immediately above via a specific endorsement) and requiring thirty (30) days written notice of policy lapse or cancellation, or of a material change in policy terms.

E. Assignment

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

F. State and Federal Taxes

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

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

ARTICLE 6. OBLIGATIONS OF CITY

A. Cooperation of City

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

B. Assignment

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

ARTICLE 7. TERMINATION OF AGREEMENT

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

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

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

B. Termination by City for Default of CONTRACTOR

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

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

CONTRACTOR shall be entitled to payment only for work completed in accordance with the terms of this Agreement through the date of the termination notice, as reasonably determined by CITY, provided that such payment shall not exceed the amounts set forth in this Agreement for the tasks described on Exhibit C" which have been fully, competently and timely rendered by CONTRACTOR. Notwithstanding the foregoing, if CITY terminates this Agreement due to CONTRACTOR'S default in the performance of this Agreement or material breach by CONTRACTOR of any of its provisions, then in addition to any other rights and remedies CITY may have, CONTRACTOR shall reimburse CITY, within ten (10) days after demand, for any and all costs and expenses incurred by CITY in order to complete the tasks constituting the scope of work as described in this Agreement, to the extent such costs and expenses exceed the amounts CITY would have been obligated to pay CONTRACTOR for the performance of that task pursuant to this Agreement.

C. Termination for Failure to Make Agreed-Upon Payments

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

D. Transition after Termination

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

ARTICLE 8. GENERAL PROVISIONS

A. Amendment & Modification

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

B. Americans with Disabilities Act of 1990

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

C. Attorneys' Fees

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

D. Captions

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

E. Compliance with Laws

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

F. Conflict of Interest

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

G. Entire Agreement

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

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

H. Governing Law and Venue

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

I. Notices

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

J. Partial Invalidity

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

K. Time of the Essence

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

L. Waiver

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

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

CONTRACTOR:

Secure Guard Security Services

CITY:

CITY OF GILROY

By: 

Name: AHMAD Z. HAMIDI

Title: CEO

By: _____

Name: Jimmy Forbis

Title: City Administrator

Social Security or Taxpayer

Identification Number 81-1594283

Approved as to Form

ATTEST:

City Attorney

City Clerk

EXHIBIT "A"

SPECIFIC PROVISIONS

I. PROJECT MANAGER

CONTRACTOR shall provide the services indicated on the attached **Exhibit "B"**, Scope of Services ("Services"). (All exhibits referenced are incorporated herein by reference.) To accomplish that end, CONTRACTOR agrees to assign NOROLAH PASHTCOON, 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, John Souza, Parks Supervisor 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: John Souza, Parks Supervisor
City of Gilroy
7351 Rosanna Street
Gilroy, CA 95020

CONTRACTOR: SECURE GUARD SECURITY SERVICES, INC.
1001 SKY PARK CIRCLE SUITE J
IRVINE CA 92614

I. FEDERAL FUNDING REQUIREMENTS.

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

1. DBE Program

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

2. Cost Principles

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

3. Covenant against Contingent Fees

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

EXHIBIT "B"

SCOPE OF SERVICES

Under direction of the Public Works Department and Police Department staff, security vendor shall provide after-hour park security patrol services for parks, trails and landscaped areas and other facilities that are closed. Park security patrol services shall include but not be limited to;

- Schedule of Daily Park Securing gates, securing restrooms, securing pools, securing and checking miscellaneous park and recreation facilities as needed.
- The following schedule outlines the daily closing and opening procedures for all City Parks: Park Patrol Start Time; 11pm Daily

Park patrol will begin closures and security checks at 11:00 p.m. for Gilroy Sports Park, Christmas Hill Park, Christmas Hill Ranchside, Las Animas Veterans, and the Sports Park and progress through the list in order. Patrols will ensure all park patrons have exited, and gates and restrooms are locked as part of the nightly closure process.

Opening Time: 6:00 a.m. (daily)

Park security staff are responsible for unlocking and opening all gates and restrooms at Christmas Hill Park, Christmas Hill Ranchside, and the Sports Park promptly at 6:00 a.m. each morning

Completion Time: 7:00 a.m. (daily)

The final security patrol and all necessary opening procedures must be completed by 7:00 a.m. each morning, prior to the reopening at 6:00 a.m.

- This schedule applies year-round unless otherwise specified. Security staff must ensure all facilities are accessible to the public by the designated opening time and secure by the closure times listed above.
- Checking-in with City Communications via phone by calling (408) 846-0350 at the beginning and end of their patrol shift.
- Unlocking gates at tennis courts or other gated facilities at end of nightly patrol work shift, if requested.
- Providing the City with nightly patrol reports (Daily Activity Report) that document with text and photographs, patrol activities, vandalism, ejections and other after-hour problems.
- Ejecting after hour trespassers (sleepers and campers), ejecting unauthorized vehicles, and responding to calls for service for limited after hour special events and aiding park visitors with after hour permits.

- * In addition to Daily Activity Reports, the contractor must provide monthly summary reports outlining patrol trends, incidents, and recommendations for improved park security. These reports should include data on vandalism, trespassing, and any other recurring issues, with photos and written documentation of all incidents. The City may request quarterly performance reviews to evaluate the effectiveness of the patrol services, which will factor into potential contract extensions.
- * The City will conduct quarterly performance reviews of the contractor's services, based on patrol effectiveness, incident resolution, and responsiveness. The City reserves the right to reduce payment or terminate the contract for non-compliance with agreed terms, including failure to complete scheduled patrols, maintain equipment, or adequately report incidents.
- * Visiting sites throughout Gilroy as deemed needed by patrol staff or by direction of City Staff.
- * See primary and secondary patrol sites on attached site tour list.

PRIMARY PARK LOCATIONS

• Gilroy Sports Park 5925 Monterey Frontage*
• Christmas Hill Park (CHP) 7050 Miller Ave.**
• CHP Ranch Site 7049 Miller Ave.
• Las Animas Veterans Park 400 Mantelli Dr.
• San Ysidro Park 7700 Murray Ave.
• Miller Park 7851 Carmel St.*
• El Roble Park 7550 Wren Ave.
• Hecker Pass Park and Dog Park 1500 Third St.
• Del Rey Park 9001 Calle Del Rey
• Carriage Hill Park 1701 Crest Hill Way
• Sunrise Park 9525 Saddler Dr.
• Los Arroyos Park 801 Moro Dr.
• Sunrise Park 9525 Saddler Dr.
• Rainbow Park 780 Mantelli Dr.
• Renz Park 8140 Hanna St..
• Forrest Street Park 7325 Forrest St.
• Cydney Casper Park 985 Charles Lux Dr

* Scope of work to include security lock of 1 entrance gate, parking lot, 1 restroom

** Scope of work to include security lock of 2 entrance gates and 3 restrooms

End of park patrol rotation circles back to final patrol of Las Animas Veterans Park, Christmas Hill Park, Christmas Hill Ranchside, and Gilroy Sports Park.

Trails and Facilities Patrol (As Needed)	
Misc Fac	CITY HALL & CIVIC CENTER / 7351 Rosanna St. / suggest tour start
Undev Park	Farrel Ave. Park Site/Vickery Lane @ Wren Ave. /School-neighborhood park site
Trail	Lions Creek Class I Trail / Farrel Ave. @ Church St. trailhead
Rec Fac	Christopher High School Aquatic Facilities / 850 Day Road
Undev Park	Gateway Park / Hecker Pass Hwy @ Santa Teresa Blvd. / Mini park / Hecker Pass Spec Plan
Trail	Santa Teresa Blvd Class I Bike Trail / Partial Sections Thomas Rd to First
Misc Fac	Luchessa Ave. @ Thomas Rd. Traffic Circle
Trail	Vilagio Class I bike Trail Section / Luchess Ave. to River View Circle
Trail	Uvas Creek Class I Trail / 7049 Miller Ave -Ranch Site upstream to Santa Teresa Blvd Bridge
Rec Fac	Solarsano Sch-City Gym / 7121 Grenache Way / Sch Dist JPA w City
Undev Park	Glen Loma Specific Plan Park Site #2 / between Solarsano School & Club Drive
Undev Park	Uvas Ck Pk Pres Staging & Park Site/ 3rd at Santa Teresa Blvd Bridge/ Ntl. Historic Trail Note
Misc Fac	Santra Teresa @ 3rd St. Traffic Circle
Misc Fac	CFD Sites / Intro to Community Fac Districts / N 3rd Street in Hecker Pass Specific Plan Area
Trail	Uvas Crk Levee-Hecker Pass Class I Trail/Heck Pass Hwy Trailhead (near Burchel Rd) to Sports Park
Misc Fac	Downtown Street Scape/ Monterey from 4th to 8th st. / Parking/ Other Streetscapes
Misc Fac	Interim Center for the Arts & Site / 7341 Monterey St. / Limelight Actors Theater
Rec Fac	Willey Cultural Center & Museum / 140 & 195 Fifth St.
Rec Fac	Senior Ctr, Wheeler Cmty Ctr., Library (County Library Partnership-JPA) / Civic Ctr Hanna St.

EXHIBIT "C"

MILESTONE SCHEDULE

1. TERMS

The initial term of this Agreement shall commence on the Commencement Date and shall expire on the fifth Anniversary of said Commencement Date, unless this Agreement is sooner terminated in accordance with other provisions of this Agreement. Two twelve-month renewal options, at the then-prevailing market rates, may be exercised based on the mutual written agreement of both CONTRACTOR and CITY. Contractor shall inform CITY in writing no fewer than (90) days prior to expiration of the term upon which such renewal option is proposed to be exercised (including CONTRACTOR'S statement of the prevailing market rates upon which it proposes to extend the Agreement). For purposes of this Agreement, the City Administrator is authorized to exercise any option on behalf of CITY.

2. TRANSITION PHASE

This section intentionally omitted for this renewal agreement.

3. PERMITS

CONTRACTOR shall obtain the necessary permit(s), if any, require by CITY or its governing ordinances for the performance of the Services. CITY agrees to provide CONTRACTOR with a list of any and all such permits and to work with CONTRACTOR in good faith to aid it in obtain any such permits in a timely fashion.

4. DATA OWNERSHIP & DATA TRANSFER

The vaccination and license data collected on behalf of CITY by CONTRACTOR pursuant to this Agreement and maintained by CONTRACTOR shall be deemed for all purposes to be the property of the CITY, and may not be sold, assigned, or otherwise transferred by CONTRACTOR or any successor in interest to the assets of CONTRACTOR, including a trustee or receiver.

CONTRACTOR agrees that it will not use any data collected on behalf of CITY for any purposes other than for the performance of Services and other purposes under this Agreement without the written consent of CITY except as provided in the Agreement or applicable laws. Furthermore, CONTRACTOR specifically agrees that it will not intentionally sell, transfer, or release personal data it has collected in fulfilling the terms of this Agreement to any third party. Additionally, CONTRACTOR agrees that any intentional sale, transfer or release of animal licensing data represents and event of default and CITY has the right to terminate this agreement immediately. In addition, CONTRACTOR, shall be liable for any and all suits, damages, costs, fees, claims, demands, cause of action, losses, liabilities and expenses, including without limitation reasonable attorney's fees (collectively "Damages") incurred by CITY as a result of any intentional transfer of such data which is not authorized in advance by CITY in writing, as to which obligations the indemnification provisions of Section C are specifically agreed to apply.

In the event that this Agreement is terminated for any reason by either party or upon its expiration, CONTRACTOR agrees to return and transfer all animal licensing data to CITY within ten (10) business days after the CITY and CONTRACTOR have agreed to format that is reasonably acceptable to both parties.

EXHIBIT "D"
PAYMENT SCHEDULE

Contractor will provide monthly itemized invoicing



City of Gilroy

STAFF REPORT

Agenda Item Title: **Award a Contract to Apex Companies for the FY25 Installation of Small Trash Capture Devices Project No. 25-PW-293 in the amount of \$189,800; Approve a Budget Amendment; Approve a Project Contingency of \$60,200; Approve a Total Project Expenditure of \$250,000 for Construction; and Adopt a Resolution Amending the Fiscal Year 2025 Budget**

Meeting Date: January 27, 2025
 From: Jimmy Forbis, City Administrator
 Department: Public Works
 Submitted By: Daniel Padilla, City Engineer
 Prepared By: Mark Johnson, Environmental Programs Manager

STRATEGIC PLAN GOALS

Maintain and Improve City Infrastructure

RECOMMENDATION

1. Award a contract in the amount of \$189,800 to Apex Companies for FY25 Small Trash Capture Devices Project (No. 25-PW-293); Approve a project contingency of \$60,200; Approve a total project expenditure of \$250,000; and Authorize the City Administrator to execute the contract and associated documents.
2. Adopt a resolution amending the Fiscal Year 2024-25 budget in Fund 410 – Storm Drain Development Fund and in Fund 422 – Stormwater Management Fund.

EXECUTIVE SUMMARY

The completion of this Project (No. 25-PW-293) will help the City make significant progress in meeting State requirements to prevent trash from polluting local waterways. Under the Statewide Trash Provisions, municipalities are required to eliminate trash from the Municipal Separate Storm Sewer System (MS4) by 2030. To meet an interim

8.2

Award a Contract to Apex Companies for the FY25 Installation of Small Trash Capture Devices Project No. 25-PW-293 in the amount of \$189,800; Approve a Budget Amendment; Approve a Project Contingency of \$60,200; Approve a Total Project Expenditure of \$250,000 for Construction; and Adopt a Resolution Amending the Fiscal Year 2025 Budget

or milestone requirement, the State mandates achieving at least 35% area coverage of targeted, high-priority areas by 2026. This project includes installing 80 certified trash capture devices in strategic locations to intercept trash and prevent it from entering the stormwater system, ensuring compliance with these regulations.

BACKGROUND

On April 7, 2015, the State Water Resources Control Board (SWRCB) adopted the Statewide Trash Provisions (Provisions) to address the pervasive issue of trash pollution in California's waterways. These provisions established a statewide water quality objective for trash, combined with a prohibition on trash discharges into state waters. The Provisions aim to improve water quality and protect aquatic life, public health, and recreational resources.

To enforce compliance, the SWRCB issued a Water Code Section 13383 Order on June 1, 2017. This order, titled "Order to Submit Method to Comply with Statewide Trash Provisions; Requirements for Traditional Small Municipal Separate Storm Sewer System (MS4) Permittees," outlines the initial steps municipalities must take to comply with the Trash Provisions. It offers two pathways for compliance:

Track 1: Installation of Full Capture Systems in storm drain networks to intercept trash before it enters water bodies.

Track 2: Implementation of a Full Capture System Equivalency approach, which combines partial capture systems with enhanced programs like street sweeping and public outreach to achieve comparable results.

In August 2017, the City elected to comply under the Track 1 option and identified catch basins in Priority Land Use Areas such as high density residential, commercial, and industrial zones along with the corresponding storm drain facility network where Full Capture Systems will be implemented.

ANALYSIS

This project was publicly advertised, and 3 sealed bids were received on December 18, 2024. A bid summary is provided below.

RANK	COMPANY NAME	TOTAL BASE BID	BID ADDITIVE ALTERNATE 1	TOTAL
1	Apex Companies	\$165,800	\$24,000	\$189,800
2	MBS Engineering	\$206,447	\$56,000	\$262,447
3	Silman Industries	\$263,524	\$72,430	\$335,954

8.2

Award a Contract to Apex Companies for the FY25 Installation of Small Trash Capture Devices Project No. 25-PW-293 in the amount of \$189,800; Approve a Budget Amendment; Approve a Project Contingency of \$60,200; Approve a Total Project Expenditure of \$250,000 for Construction; and Adopt a Resolution Amending the Fiscal Year 2025 Budget

The lowest responsive and responsible bidder was Apex Companies with a base bid of \$165,800. Staff recommends awarding the contract to Apex Companies and including the additive alternate of \$24,000 for a Total amount of \$189,800. The additive alternate will cover maintenance that entails cleaning all trash capture devices and catch basins once per year for two years.

The locations were selected based on priority land uses in locations generating high trash volumes. The trash capture devices will be installed in, and in the vicinity of, the following streets:

1. Arroyo Circle
2. Cameron Blvd.
3. Camino Arroyo
4. 1050 Hecker Pass Road
5. Holloway Rd
6. Gilman Rd
6. Venture Way

ALTERNATIVES

The alternative to the staff recommendation is to reject all bids and not award the construction contract. This option is not recommended as staff does not believe it will lead to lower costs and it will make it more difficult to comply with the State Trash Provisions.

FISCAL IMPACT/FUNDING SOURCE

The Total Bid, including the Base Bid and Additive Alternate 1 is \$189,800. Staff also recommends approval of a contingency in the amount of \$60,200 for a total construction allocation of \$250,000. Since this is a first-of-its-kind project that the City is embarking on, staff is proposing to establish this higher-than-normal contingency amount, and if not utilized, the City could repurpose to possibly install additional capture devices, which could further attain meeting the State requirements and deadlines.

The Stormwater Management Fund (Fund 422) is the recommended source for this project, which has sufficient fund balance to accommodate this project. This project was originally budgeted in the Capital Improvement Program using Storm Drain Development Fund 410, but a budget amendment will revise the amount and funding source (from Fund 410 to 422), primarily to preserve the Storm Drain Development funds for the impact fee program projects. A budget amendment resolution is included with the staff report and is summarized below.

Fund Description	FY25 Amended Budget	FY25 Recommended Budget
-------------------------	----------------------------	--------------------------------

8.2

Award a Contract to Apex Companies for the FY25 Installation of Small Trash Capture Devices Project No. 25-PW-293 in the amount of \$189,800; Approve a Budget Amendment; Approve a Project Contingency of \$60,200; Approve a Total Project Expenditure of \$250,000 for Construction; and Adopt a Resolution Amending the Fiscal Year 2025 Budget

Storm Drain Development Fund (410)	\$237,600.00	-
Stormwater Management Fund (422)	-	\$250,000.00

Ongoing maintenance will be required on the trash capture devices. Public Works Operations staff will need to dedicate more time to cleaning the devices and the catch basins. Public Works will bring funding options to pay for the additional maintenance costs to the City Council for their consideration during the FY 25-26 and 26-27 Budget process.

PUBLIC OUTREACH

Not Applicable for this specific project.

NEXT STEPS

Upon Council's approval of this contract, the contract will be executed, and staff will work with the contractor to complete this project. Upon completion of the trash capture devices installation and City acceptance, a new contract will be executed for the two-year maintenance period. Staff will bring maintenance funding options to the City Council for consideration through the FY 25-26 and FY 26-27 Budget process.

Attachments:

1. Apex Companies – Agreement
2. Budget Amendment Resolution

SECTION 00500 AGREEMENT

FY25 INTALLATION OF SMALL TRASH CAPTURE DEVICES PROJECT NO. 25-PW-293

THIS AGREEMENT, made this ^{January} 10 day of 2025, by and between the City of Gilroy, hereinafter called the "City," and Storm Water Inspection & Maintenance Services, LLC an Apex Company hereinafter called the "Contractor."

WITNESSETH:

WHEREAS, the City has caused the Contract Documents to be prepared comprised of bidding and contract requirements and technical specifications and drawings for the construction of the FY25 Installation of Small Trash Capture Devices Project No. 25-PW-293, as described therein, and

WHEREAS, the Contractor has offered to perform the proposed work in accordance with the terms of the Contract Documents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the City and Contractor agree as follows:

Article 1. Work.

Contractor shall complete the Work as specified or indicated in the Contract Documents.

Article 2. Contract Time.

The Work shall be completed by the Contractor in accordance with the Contract Documents within the time period required by Paragraph 00800-2.0, Time Allowed for Completion, subject to extension as expressly provided in the Contract Documents.

Article 3. Liquidated Damages.

The city and the contractor recognize that the city will suffer substantial damages and significant financial loss as a result of the contractor's delays in performance of the work described in the contract documents. The city and the contractor hereby acknowledge and agree that the damages and financial loss sustained as a

result of any such delays in performance will be extremely difficult and impractical to ascertain. Therefore, the city and contractor hereby agree that in the event of such delays in performance, the city shall be entitled to compensation by way of liquidated damages and penalties for the detriment resulting therefrom in accordance with paragraph 00700-6.5, liquidated damages, of the contract documents. The city and the contractor further agree that the amounts designated as liquidated damages are a reasonable estimate of the city's damages and financial loss in the event of any such delays in performance considering all of the circumstances existing as of the date of this agreement, including the relationship of such amounts to the range of harm to the city which reasonably could be anticipated as of the date of this agreement and the expectation that proof of actual damages would be extremely difficult and impractical.

By initialing this paragraph below, the parties hereto signify their approval and consent to the terms of this article 3.

City's Initials



Contractors Initials

Article 4. Contract Price.

In consideration of the Contractors performance of the Work in accordance with the Contract Documents, the City shall pay the Contract Price set forth in the Contract Documents.

Article 5. Contract Documents.

The Contract Documents which comprise the entire agreement between City and Contractor concerning the Work consist of this Agreement (Section 00500 of the Contract Documents) and the following, all of which are hereby incorporated into this Agreement by reference with the same force and effect as if set forth in full.

- Notice to Prospective Bidders
- Instructions to Bidders
- Bid Documents
- Designation of Subcontractors
- Bid Guaranty Bond
- Agreement
- Acknowledgements
- Performance Bond
- Payment Bond
- General Conditions
- Supplementary Conditions
- General Requirements
- Standard Specifications (Caltrans)

Technical Specifications
Drawings
Addenda, if any
Executed Change Orders if any
Maintenance Bond
Notice of Award
Notice to Proceed

Article 6. Miscellaneous.

Capitalized terms used in this Agreement which are defined in Section 01090, References, of the Contract Documents will have the meanings set forth in Section 01090, References.

Contractor shall not assign any rights, obligations, duties, or responsibilities under or interest in the Contract Documents without the prior written consent of the City, which consent may be withheld by the City in its sole discretion. No assignment by the Contractor of any rights, obligations, duties or responsibilities under or interests in the Contract Documents will be binding on the City without the prior written consent of the City (which consent may be withheld in City's sole discretion); and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, executed by the City, no assignment will release or discharge the assignor from any liability, duty, obligation, or responsibility under the Contract Documents.

Subject to the foregoing, the Contract Documents shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Nothing contained in the Contract Documents shall in any way constitute a personal obligation of or impose any personal liability on any employees, officers, directors, agents or representatives of the City or its successor and assigns.

In accordance with California Business and Professions Code Section 7030, the Contractor is required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against Contractors if a complaint regarding a latent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the Contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

IN WITNESS WHEREOF, this agreement has been executed on this
10 day of January 2025.

Storm Water Inspection & Maintenance Services, LLC
an Apex Company

Name of Contractor

Signature of City



Signature of Contractor

City Administrator
Title of Signatory

COO
Title of Signatory

Approved as to form by
City Attorney

ATTEST:



Signature

ATTEST:

Signature

National Sales Manager
Title of Signatory

Title of Signatory

END OF SECTION

RESOLUTION NO. 2025-XX**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF GILROY AMENDING THE BUDGET FOR
THE CITY OF GILROY FOR 2024-2025 FISCAL
YEAR**

WHEREAS, the City Administrator prepared and submitted to the City Council a budget for the City of Gilroy for Fiscal Years 2023-2024 and 2024-2025, and the City Council carefully examined, considered and adopted the same on June 5, 2023; and

WHEREAS, City Staff has prepared and submitted to the City Council proposed amendments to the budget for Fiscal Year 2024-2025 (FY25) for the City of Gilroy in the staff report dated January 27, 2025, for the award of the FY25 Installation of Small Trash Capture Devices Project No. 25-PW-293.

NOW, THEREFORE, BE IT RESOLVED THAT the expenditure appropriations for Fiscal Year 2024-2025 in Fund 422 – Stormwater Management Fund shall be increased by \$250,000, in Fund 410 – Storm Drain Development Fund shall be decreased by \$237,600.

PASSED AND ADOPTED this 27th day of January 2025 by the following roll call vote:

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

APPROVED:

Greg Bozzo, Mayor

ATTEST:

Beth Minor, Interim City Clerk



City of Gilroy

STAFF REPORT

Agenda Item Title:	Inclusionary Housing Policy Update
Meeting Date:	January 27, 2025
From:	Jimmy Forbis, City Administrator
Department:	Community Development
Submitted By:	Sharon Goei, Community Development Director
Prepared By:	Sharon Goei, Community Development Director Christie Thomas, Housing and Community Services Manager

STRATEGIC PLAN GOALS

Promote Safe Affordable Housing for All

RECOMMENDATION

Receive update on inclusionary housing policy work.

BACKGROUND

The City of Gilroy's 2023-2031 Housing Element includes a program to create an Inclusionary Housing Policy/Ordinance. The goal of the policy/ordinance is to develop housing incentives and appropriate requirements that will help facilitate moderate, low, very low, and extremely low affordable housing without significantly constraining housing production. Gilroy's Regional Housing Needs Allocation (RHNA) for the 2023-2031 planning cycle is 1,773 units, including 669 very low income, 385 low income, 200 moderate income, and 519 above moderate income units.

In April 2023, the City issued a Request for Proposals to develop an inclusionary housing framework. After reviewing proposals, the City selected ECONorthwest as the consultant and executed a contract with ECONorthwest in June 2023.

In November 2023, the consultant presented to the City Council a brief overview of the City's affordable housing needs, examples of policies from other cities in the region, a summary of the legal context surrounding inclusionary housing, and an introduction to the concept of inclusionary housing feasibility. In November 2023, City staff and the consultant also hosted a community workshop focused on inclusionary housing.

In February 2024, City staff partnered with SV@Home to host a community workshop on the foundations of affordable housing.

ANALYSIS

In February 2024, ECONorthwest informed staff that it would be challenging under current economic conditions for developments to support below-market rate units. Housing is primarily delivered by the private sector with profit interests that balance project risks. One would not want an inclusionary housing requirement to hinder or halt new development, nor leave untapped an opportunity to produce affordable housing. An inclusionary housing policy should be planned for improved economic conditions in the future where new housing developments in Gilroy would be financially feasible with an inclusionary requirement.

At workshops and events throughout 2023 and 2024, informal conversations with affordable housing policy specialists, such as the SV@Home Director of Policy, also suggested that the feasibility of an inclusionary housing policy is grounded in market reality and changing market conditions, and improved economic conditions would be needed to support an inclusionary policy.

With the suggestion from the consultant to plan to implement an inclusionary housing policy only after economic conditions have improved, and to avoid a decrease in overall housing development in the City, it became clear that staff had to seek alternative pathways to continue the work on policy development and affordable housing production. As staff actively participates in regional initiatives and continually explores affordable housing opportunities, staff pivoted and re-focused on a multi-jurisdictional/regional Grand Nexus and Feasibility Study being conducted by the Santa Clara County Planning Collaborative.

In May 2024, staff began working with the Santa Clara County Planning Collaborative on a commercial nexus study and feasibility analysis. A commercial nexus study will demonstrate the impact of new commercial development on affordable housing needs and identify possible commercial linkage fees that could be used to develop affordable housing. In November 2024, the City entered into a Memorandum of Understanding with the Collaborative's consultant and jurisdictions taking part in the study.

In December 2024, after participating further in the Planning Collaborative, staff saw the opportunity and recognized the benefits of joining a regional effort to complete the inclusionary housing study and gain further insights on changing economic and market conditions. As part of the regional Grand Nexus and Feasibility Study, staff joined the Collaborative on a residential nexus study, residential feasibility study and inclusionary analysis, in addition to the commercial nexus study and feasibility analysis. Conducting these studies as part of the regional collaborative also provides financial efficiency.

The Collaborative's Grand Nexus and Feasibility Study will examine the feasibility and address the legal requirements of inclusionary housing and fee requirements by sharing

analysis and resources for the jurisdictions participating in this collaborative effort. This approach enables the City to participate in a regional initiative, providing analytical benefits due to the collective data gathered. This approach can also help promote the equitable distribution of housing opportunities, strategic utilization of resources, and the alleviation of affordable housing challenges throughout the region.

Staff has been planning to provide Council an update on the inclusionary housing policy work since 2024 and recommends that Council receive this update report on the inclusionary housing policy work.

FISCAL IMPACT/FUNDING SOURCE

Gilroy's addition to the residential nexus and feasibility studies of the Collaborative requires approximately \$33,000. Participating in the commercial nexus and feasibility studies was planned and required \$29,148. There is sufficient funding in the department budget to support these efforts within existing appropriations. Conducting these studies as part of the regional collaborative allows analysis- and resource-sharing and provides financial efficiency.

NEXT STEPS

The Collaborative's Grand Nexus and Feasibility Study is projected to be completed in fall 2025. Subsequent to the Study, staff will begin formulating an inclusionary housing ordinance/affordable housing policy and conduct outreach efforts, anticipated in the first half of 2026.



City of Gilroy

STAFF REPORT

Agenda Item Title: 2025 City Administrator Performance Evaluation Process

Meeting Date: January 27, 2025

From: Jimmy Forbis, City Administrator

Department: Administration

Submitted By: Jimmy Forbis, City Administrator

Prepared By: Bryce Atkins, Assistant to the City Administrator

STRATEGIC PLAN GOALS

Not Applicable

RECOMMENDATION

Council appoints a three-member Council sub-Committee and direct them to:

1. Engage and interview a consultant to establish the annual City Administrator performance evaluation process;
2. Provide a recommendation to the full Council for a consultant tasked with creating and implementing an evaluation process for the City Administrator that utilizes industry standards and best practices and complies with the International City Management Association (ICMA) guidelines for the City Administrator to obtain certification as a Credentialed Manager (CM).

BACKGROUND

The City Council's oversight of the City Administrator is a cornerstone of effective municipal governance. A well-structured and objective performance evaluation process is a powerful tool for setting clear expectations, measuring accomplishments, and promoting continuous improvement. Currently, the City lacks a formalized process for evaluating the City Administrator's performance, which is in line with best practices for California municipal organizations. It's important to note that the current City

Administrator is striving to obtain his International City Management Association (ICMA) designation as a Credentialed Manager (CM). This credential requires an ICMA-approved evaluation process, which covers 14 core evaluation areas essential for effective local government management and leadership.

ANALYSIS

In developing a recommendation to the City Council, staff obtained information from cities in the region to understand how high performing cities evaluate their City Manager.

- Palo Alto
- Mountain View
- Cupertino
- Sunnyvale
- Santa Clara
- San Mateo

These cities implement best practices outlined in the Manager Evaluation Handbook created by ICMA (attached). The Handbook describes a process that enhances communication between the City Administrator and the Council regarding the administrator's performance in fulfilling assigned duties. It also establishes specific work-related goals, objectives, and performance measures for the upcoming year.

As the City Council prepares for the Fiscal Year 2026 and 2027 budget process, this is an ideal opportunity to align the City Administrator's performance with the Council's budget and work plan, which will be adopted in June 2025.

High-functioning organizations typically engage an expert consultant in this area, as many City Council members lack experience in evaluating an organization's chief executive. They also rely on a consultant to facilitate communication between the Council, the community, City staff, and the City Administrator. Also, an expert consultant can bring objectivity to the process as they are not a vested party.

Other Agency Researched Trends

In researching other entities that have established similar evaluation processes (Campbell, Los Altos, Menlo Park, Mountain View, Santa Clara, Sunnyvale, and Palo Alto), several trends have been identified as best practices utilized:

- Annual Review: Each agency conducts a yearly review of their City Manager. Some agencies determine from year to year that the reviews may be more

limited in scope, depending upon external factors such as limited budget or time constraints.

- **Performance Review Policy for City Manager:** Only the larger agencies surveyed, such as Mountain View and Sunnyvale, have a formal written policy that details the process for City Manager performance review. Sunnyvale is reevaluating its current processes. The other agencies surveyed rely on past practices to guide the City Manager evaluation process instead of a written policy.
- **Setting an Annual Time Frame and Schedule for Evaluation and Review:** In the larger agencies, the City Manager review process begins by confirming the time frame and key milestones. Mountain View also sets a schedule that identifies when closed sessions and various Council meetings will be devoted to evaluation.
- **Subcommittees:** Several agencies utilize a subcommittee, which may, for example, consist of the Mayor and two other Councilmembers, to facilitate the evaluation process, work directly with the City Manager, give the evaluation to the City Manager, and negotiate the compensation. These subcommittees also serve to establish and drive the timeline for the evaluation process.
- **City Managers prepare a summary report for the Council to serve as a tool for evaluation:** In almost all cases, the City Manager must prepare a report to provide details of issues, significant accomplishments, and goals for the upcoming performance year. In some agencies, the City Manager directs the Executive Team (typically Department Heads) to provide information on their significant accomplishments and upcoming goals, which are included in the City Manager's report to the Council.
- **Performance Evaluation Form:** The larger agencies use an evaluation form for the City Manager to complete for Council review. In the case of one city, the evaluation is given to the City Manager, and each Council member also completes an evaluation form on the City Manager's performance. Other agencies rely on the City Manager's summary report for evaluation.
- **Question and Answer Session with the City Manager:** In one agency, the Council works with its evaluation subcommittee to develop specific questions to ask the City Manager after the Council has received the City Manager's own report or performance evaluation. In a closed session Q&A with the Council and facilitated by the subcommittee members, each City Manager can answer Council members' questions. This Q&A session is factored in the

evaluation process timeline and allows for open dialogue with the Council and the City Manager in a structured format.

- Confidential Evaluation Report: The Council prepares and presents a confidential report to the City Manager in all cases. In all cases, this report is placed in the City Manager's confidential personnel file.
- Consultants: Half of the cities reported using a consultant to facilitate the evaluation process, particularly with a new City Manager. Consultants are used in some agencies to implement 360-degree reviews of the City Manager. Also, consultants assist the City Manager and Councils in setting performance goals for the upcoming year. One city has written into its policy that a consultant will be permitted to facilitate the more in-depth performance review process every three years.
- Goal Setting Process: Agencies report using a consultant to work with the Council in goal-setting processes for the agency and thereby determine the performance goals for the City Manager as a result of the goal-setting process.
- Closed Sessions: In all cases, closed sessions were set up with the evaluation subcommittee and/or the whole Council and the City Manager to discuss performance.
- Salary Surveys: In all agencies, the Council is provided with compensation information, which is used after the evaluation to help determine the appropriate compensation adjustment for the City Manager. Usually, Human Resources staff conduct compensation surveys or provide survey data based on agreed-upon local comparator agencies.
- Public Meetings to approve compensation adjustments: After the evaluation is complete and the compensation for the City Manager is agreed upon, the final approval for compensation is presented in a public Council meeting (as required by State law).

International City/County Management Association (ICMA) Recommendations

Staff also pulled information from ICMA, the industry association for local government management. They produced an 18-page handbook for Manager evaluations (attached). It identifies as the key step the development of the rating instrument, and then guidance on how to evaluate performance.

It recommends that councils may find it helpful to use an independent consultant, especially if the elected body is not experienced in the performance evaluation process for local government. The handbook provides options and input into potential processes, but identifies that the elected body, in consultation with the manager, should customize the process to fit the organization and priorities of the local government.

Recommended Action

Based on this preliminary research, the City Administrator recommends that the City Council form a sub-committee consisting of the Mayor and two additional Councilmembers to develop a process for Gilroy's City Council to evaluate its City Administrator.

Creating a sub-committee will allow for focused attention on developing a robust evaluation process. The sub-committee is also recommended to select a qualified consultant with relevant experience along with a strong positive reputation in establishing and administering executive performance appraisals for California municipalities. This consultant will provide expertise in designing an evaluation process and rating instrument that is equitable, results-based, and consistent with industry best practices.

The sub-committee would work closely with the consultant and the City Administrator to ensure the process is:

- Objective and aligned with the City's strategic goals.
- Focused on and considers performance and attainment of goals and milestones established for the City Administrator.
- Incorporates feedback from the community including City partners, local non-profit, boards and commissions and the public.
- Reflective of best practices within California municipalities.
- Designed to provide actionable feedback for professional growth and organizational improvement.

Once the evaluation process is developed, it is recommended that the sub-committee present its recommendations to the full City Council for consideration and approval.

ALTERNATIVES

Council may choose to explore a different method for developing the evaluation process for the City Administrator. Staff recommends the proposed process because it aligns with industry best practices and is utilized by other reputable, high-performing cities.

FISCAL IMPACT/FUNDING SOURCE

The formation of the committee does not create a fiscal impact. Securing a consultant will carry a cost in an amount that is not currently known, but such costs will be absorbed within existing appropriations.

PUBLIC OUTREACH

This item was included on the publicly posted agenda for this meeting, and the finalization of the process will be returning to Council in a public meeting in the future.

NEXT STEPS

If approved, staff will work with Council's selected committee to implement the creation of the evaluation process.

Attachments:

1. ICMA Manager Evaluations Handbook.



Very good

Average

Excellent

Poor

Good



Manager Evaluations

HANDBOOK



Leaders at the Core of Better Communities

ICMA advances professional local government worldwide. Its mission is to create excellence in local governance by developing and advancing professional management of local government. ICMA, the International City/County Management Association, provides member support; publications, data, and information; peer and results-oriented assistance; and training and professional development to more than 9,000 city, town, and county experts and other individuals and organizations throughout the world. The management decisions made by ICMA's members affect 185 million individuals living in thousands of communities, from small villages and towns to large metropolitan areas.

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Definition of Terms

- The term *local government*, as used in this handbook, refers to a town, village, borough, township, city, county, or a legally constituted elected body of governments.
- The term *manager* refers to the chief executive officer (CEO) or chief administrative officer (CAO) of any local government who has been appointed by its elected body to oversee day-to-day operations.
- The terms *elected officials*, *elected body*, and *board* refer to any council, commission, or other locally elected body, including assemblies, boards of trustees, boards of selectmen, boards of supervisors, boards of directors, and so on.
- The term *manager evaluation* refers to the appraisal or assessment conducted by the elected body of the manager's performance in achieving organizational goals and implementing policy.

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Preface

The evaluation of the manager is a key component of any well-run local government, yet the value of a quality evaluation process and the responsibility for that activity is often overlooked. Even in communities that are considered to be professionally governed, the performance evaluation of the local government manager can be an afterthought. The 2012–2013 Executive Board of the International City/County Management Association (ICMA), led by President Bonnie Svrcek, acknowledged the need for local government managers and their elected bodies to put more focus on the manager evaluation process.

Accordingly, it created a task force of managers from around the United States, representing over a dozen communities, to develop a *Manager Evaluations Handbook* that would assist managers and their boards in this critical task.

Managers are encouraged to review this handbook with an eye toward working with their elected bodies to develop formal, mutually agreed-upon processes for their own evaluations. This handbook, however, is also intended to highlight the value of a formal manager evaluation process and to assist local elected officials in the design of an effective evaluation tool.

Executive Summary

The periodic evaluation of the local government manager by the elected body is an important component of a high-performance organization. The evaluation should contain performance goals, objectives, and targets that are linked to the elected body's established strategic plans, goals, and priorities, and it should focus on the manager's degree of progress toward organizational outcomes. To be fair, it must be based on criteria that have been communicated to the manager in advance. Sample or generic evaluation forms, if used, should be customized to reflect these criteria.

The purpose of the evaluation process is to increase communication between the members of the elected body and the manager concerning the manager's performance in the accomplishment of assigned duties and responsibilities, and the establishment

of specific work-related goals and objectives for the coming year. Thus, all members of the elected body should participate in the process, both by individually completing the rating instrument and by discussing their ratings with the other board members in order to arrive at a consensus about performance expectations.

There is no one correct way to conduct a manager evaluation. The key is to ensure that the evaluation takes place in a regular, mutually agreed-upon manner and is viewed by all as an opportunity for communication between the elected officials and the manager.

It may be useful, particularly if the members of the elected body are inexperienced in the performance evaluation process, to use a consultant to help the elected body prepare for and conduct the manager's evaluation.

Successful Evaluation Tips¹

Performance evaluations will allow you to

- A. Recognize the accomplishments of the manager and show appreciation for the unique contributions to the organization
- B. Clearly identify areas where the manager is doing well
- C. Clearly identify areas where the manager can improve his or her performance
- D. Specify definite actions that will allow the manager to make additional value-added contributions to the organization in the future.
- E. Obtain the manager's own opinions on progress and his or her individual contribution to collective actions and achievements.

Discussing tasks that the manager performs well

- Gives the manager insight into self-awareness, interests, and motivation
- Gives the manager recognition and appreciation for achievements
- Creates a positive climate for the remainder of the review.

Reminders:

- Listen intently.
- Reinforce the manager's performance.
- Emphasize facts; provide concrete examples and specific descriptions of actions, work, and results.
- Give only positive feedback during this part of the evaluation.
- Acknowledge improvements that the manager has made.
- Praise efforts if the manager has worked hard on something but failed because of circumstances beyond his or her control.
- Describe performance that you would like to see continued.

Discussing areas that need improvement

- Gives insight into how the manager feels about change, improvement for growth
- Allows you to express any concerns you have about the manager's overall performance and performance in specific areas
- Lets you challenge the manager to higher levels of achievement.

Reminders:

- Keep the discussion focused on performance.
- Describe actions and results that do not meet expectations.
- Describe areas where the manager can make a greater contribution.
- Describe any situation or performance observed that needs to be changed; be specific.
- Tell the manager what needs to be done if a specific change of behavior needs to take place.
- Focus on learning from the past and making plans for the future.
- Keep this part of the discussion as positive and encouraging as possible.

Do's and Don'ts

DO:

- Spend a few minutes warming up in which the agenda is laid out so everyone is reminded about what to expect. Give an overview.
- Always start with the positives. Be specific.
- Explain the ratings in all areas: Talk about how the consensus was arrived.
- Be honest. Tell it like it is.
- Be a coach, not a judge. Managing employees is a lot like being an athletic coach. Effective coaching involves a lot more than just score keeping. Simply providing the score at the end of the game doesn't improve performance.
- Discuss with the manager his or her reactions to the ratings, making clear that you are interested in his or her feelings and thoughts.
- If appropriate, develop an improvement plan that includes areas of deficiency, developmental needs.

DON'T:

- Rate the manager without the facts. Ratings should be on actual results.
- Be too general.
- Sidestep problems. Document performance problems and clearly identify what needs improvement.
- Be vague or generalize the reasons for the performance scores. Clear and specific examples of results should be available.
- Ambush the manager by identifying deficiencies or problems that have never been addressed in informal discussions prior to the formal evaluation.
- Minimize the manager's concerns or discount his or her feelings.

Introduction

There is some irony in the fact that managers' evaluations are often less formal and less structured than those of the managers' employees. While the manager may oversee the evaluation of hundreds of employees within an organization, his or her own performance evaluation becomes the task of elected leaders who are often not formally trained in the evaluation process or who have narrow or conflicting definitions of good performance. The fact that an elected body with numerous members is charged with the task of evaluating the manager makes the need for a clear and agreed-upon evaluation process even more important. And a thoughtful and structured evaluation process that is supported by all involved parties enhances the ongoing communication that is fundamental to effective board/manager relationships.

A manager's evaluation should contain performance goals, objectives, and targets that are linked to the elected body's established strategic plans, goals, and priorities and should focus on whether the manager has achieved the desired organizational outcomes.

Sometimes the tone of a performance review can be unduly influenced by the manager's last success or failure. Judging performance on the basis of a single incident or behavior is a common problem that can arise in any organization. But a single incident or behavior should not be the sole focus of a performance evaluation. That is not to discount the importance of how a manager handles high-stress, higher-profile issues, which is an important aspect of a manager's responsibility. However, day-to-day leadership, which is also a key responsibility of the manager, can sometimes go unnoticed even though it provides the foundation in which high-stress, high-profile issues are handled.

ICMA has developed a list of [14 Practices for Effective Local Government Leadership](#) that is recommended to members who are considering their own professional development needs and activities. The core areas represent much of what local government managers are responsible for on an everyday basis, and competency by the manager in these practices is central to an effective, high-performing, professionally managed local government. It is therefore the recommendation of ICMA's Task Force on Manager Evaluations that competency in the [ICMA Practices](#) also be considered in the manager's performance evaluation.

There is no one way, let alone one single correct way, to conduct an effective manager evaluation. This *Manager Evaluations Handbook* will present

traditional evaluation approaches that have proven to be successful, along with some alternative methods that may be good for your local government. Again, the key is to ensure that the evaluation takes place in a regular, mutually agreed-upon manner and is viewed by all as an opportunity for communication between the elected officials and the manager.

The Purpose of Manager Evaluations

High-performance local governments embrace an ethos of continual improvement. Conducting regular appraisals of the manager's work performance is part of the continual improvement process.

The purpose of the evaluation process is to increase communication between the members of the elected body and the manager concerning the manager's performance in the accomplishment of his or her assigned duties and responsibilities and the establishment of specific work-related goals, objectives, and performance measures for the coming year. The evaluation process provides an opportunity for the elected body to have an honest dialogue with the manager about its expectations, to assess what is being accomplished, to recognize the manager's achievements and contributions, to identify where there may be performance gaps, to develop standards to measure future performance, and to identify the resources and actions necessary to achieve the agreed-upon standards. Keeping the focus on "big picture" strategic goals and behaviors rather than on minor issues or one-time mistakes/complaints leads to better outcomes.

Given that good relationships promote candor and constructive planning, the performance appraisal also provides a forum for both parties to discuss and strengthen the elected body-manager relationship, ensuring better alignment of goals while reducing misunderstandings and surprises. When elected bodies conduct regular performance appraisals of the manager, they are more likely to achieve their community's goals and objectives.

Basic Process

Ideally, the performance appraisal process for a manager is the natural continuation of the hiring process.

How to Initiate

Prior to the recruitment of candidates, the elected body typically develops the goals and objectives for

the position of manager. Then, during the selection process, the candidate and the hiring body meet to discuss these items along with the long- and short-term needs and issues of the community. Through these conversations, the basic tenets of the manager's performance evaluation are identified. At this point, the performance appraisal process just needs to be formalized. When the employment offer has been accepted, the employment agreement should include the requirement and schedule for the manager's evaluation.

(Excellent tools for preparing the employment agreement are contained in the [ICMA Recruitment Guidelines for Selecting a Local Government Administrator](#) and the [ICMA Model Employment Agreement](#).)

The employment agreement should stipulate that the performance evaluation will be a written document and that all parties will meet to discuss the contents in person. It should also identify the frequency with which evaluations will take place (e.g., annually, semi-annually). By including this information in the employment agreement, the hiring body ensures that communications between the manager and the elected body will be consistently scheduled, and that initiatives and objectives can be reviewed and updated on a regular basis.

It is especially critical for the elected body to come to consensus on the initial expectations of the newly hired manager so that priorities can be assigned and progress measured. Those issues that were important during the hiring process will logically factor into the initial evaluation process. Then, in the succeeding years, the document can be revised to reflect the latest accomplishments and newest challenges.

Of course, priorities may shift during the year. If that happens, make it clear to the manager that new or changed priorities are being added into the evaluation process.

If, with the passage of time, elections have taken place and the board that is conducting the evaluation is not the same board that did the hiring, it is important that the newly elected officials immediately be introduced to the established performance goals, measures, and evaluation process. This can be done as part of the orientation process for new board members, included in the discussion of the form of government and the role of the manager. If a new member has no experience in conducting performance evaluations, he or she will need to receive training before participating in this process.

If performance evaluations were not discussed during the hiring process, either the manager or the

elected body may request that an evaluation process be instituted, and the specifics for conducting the evaluation can then be agreed upon outside of the provisions of the employment agreement. If the request is made by the elected body, it is important to emphasize that the purpose of the evaluation process is to serve as a tool for organizational improvement, not as a means of punishing the manager or setting the stage for termination. While elected officials, especially those newly elected, may sometimes wish for a change in management, the performance evaluation process should not be used to effect such a change.

How to Proceed

A number of issues should be considered when preparing for the evaluation process, including how to develop the rating instrument (and whether to use an outside consultant), how to use the rating instrument, and whether the evaluation should be conducted in private or in public.

Developing the Rating Instrument

Unlike most employee performance evaluations, in which the employee is evaluated by a single executive or supervisor, the manager's evaluation is conducted by a group of individuals acting as a body. As each elected official likely has different expectations, the board members must first come to a consensus on measures and definitions to be used.

Using a consultant. If the members of the elected body are inexperienced in the performance evaluation process, it might be helpful at this point to use an independent consultant to assist in preparing for and conducting the manager's evaluation. A consultant could be used in a variety of ways.

When designing the evaluation instrument, a consultant should solicit each elected official's full participation by asking for examples and details for each rating category. Whether this is accomplished by interviewing each official individually or by facilitating a group session, it is important to ensure that all voices are heard. Use of an independent consultant is especially helpful if there is a lack of cohesion among elected officials.

Once the consultant has collected the information, the elected body and manager should meet in person to discuss the findings. It is recommended that the in-person conversation with the manager to review the evaluation be conducted by the elected body with the assistance of the consultant but not by the consultant alone.

If funds are limited, a consultant could be used in a limited engagement to prepare an evaluation system and then train the elected officials on how to conduct an evaluation, which the officials may manage themselves after the first year.

If the elected body decides to use a consultant, the Society for Human Resource Management (SHRM) may be a source of referrals, as may be state municipal leagues or the local government's regular employment consulting firms. If a recruiter was used to assist with the hiring process, the recruiter's agreement could be extended to include the setup of the initial evaluation process.

It is recommended that the evaluation process NOT be facilitated by the local government's corporation counsel, municipal clerk, or human resources director because these individuals are not independent parties. In almost all cases, their positions have either a reporting or a cooperating relationship with the manager, so involving them in the manager's evaluation may damage relationships that are necessary for the effective and efficient operation of the local government.

Proceeding without a consultant. If a consultant is not used to facilitate the development of the evaluation instrument, the elected body may wish to begin by reviewing the format and process used for the other local government employees and considering the same or a revised method. It is important to understand, however, that a manager is evaluated in additional ways. Because of this key difference, flexibility is needed to add any necessary components intended to assess varied goals and objectives and to facilitate a dialogue between the elected body and the manager.

To be fair, the evaluation must be outcome based, using criteria that have been previously communicated to the manager and that incorporate the elected body's priorities. The use of a prefabricated generic evaluation form (even the sample forms found at the end of this handbook) is not recommended without some customization to reflect these priorities.

Measure observable behaviors and progress toward goals

The manager's job is to achieve the organization's goals and implement the policies that have been determined by the elected body. Evaluating the manager's effectiveness in achieving the goals necessarily means that the elected body must have determined and communicated the goals to the manager in advance,

The manager's success in achieving the goals set by the elected body is related to his or her competencies and behaviors with respect to the specific functions identified as the responsibility of the manager. Defining the strengths of the manager and identifying areas for improvement are part of the evaluation process. ICMA has a list of 14 core areas critical for effective local government management and leadership. While this list, the [ICMA Practices for Effective Local Government Leadership](#), was developed for the purpose of ICMA's Voluntary Credentialing professional development program, the elected body might find it helpful for identifying the specific observable behaviors to be used in the manager evaluation. It is suggested that the elected body select what it believes to be the most important areas for achieving its goals and evaluate the manager's performance in these areas. The ICMA Practices are as follows ([click here](#) for descriptions):

1. Personal and Professional Integrity
2. Community Engagement
3. Equity and Inclusion
4. Staff Effectiveness
5. Personal Resiliency and Development
6. Strategic Leadership
7. Strategic Planning
8. Policy Facilitation and Implementation
9. Community and Resident Service
10. Service Delivery
11. Technological Literacy
12. Financial Management and Budgeting
13. Human Resources Management and Workforce Engagement
14. Communication and Information Sharing

ideally through a strategic planning process.

The members of the board must be in agreement about their expectations of the manager. Furthermore, both the manager and the board must understand what the expectations are.

The performance criteria established by the board for each of the prioritized functional areas need to be

specific and observable by the members of the elected body. If the criteria are quantifiable, they should be expressed in objective, measurable terms. For example, the manager saved 10% on the new project. If the criteria are qualitative and subjective, they can be expressed in terms of the desired outcome. For example, members of the community and employees frequently commented on the manager's fairness during this evaluation period.

Using the Rating Instrument

The usefulness of any performance evaluation depends almost entirely upon the understanding, impartiality, and objectivity with which the ratings are made. In order to obtain a clear, fair, and accurate rating, an evaluator must clearly differentiate between the personality and performance of the manager being rated, making an objective and unbiased assessment on the basis of performance alone. Fairness requires the ability to identify both the strengths and weaknesses of the manager's performance and to explain these constructively to the manager.

When an evaluation is completed by a group of people, it is important that it reflect the consensus opinion of all members. All members of the elected body should participate in the manager evaluation process in order to arrive at a consensus. This consensus can be accomplished by having each member individually rate the manager, followed by a group discussion to arrive at a final consensus rating for each measure. Alternatively, if consensus cannot be reached, each member can individually complete the rating form, and then one member (or the consultant, if one is used) can collect the forms and compile the results and comments into one document, followed by group discussion. It is important that each member's ratings, whether positive or negative, be backed up with specific comments and examples so that the whole group understands the reasoning behind them.

If individual comments—those that do not necessarily represent the sentiments of the elected body as a whole—are to be included in the final document that will be discussed with the manager, the board should decide in advance whether those comments will be anonymous or attributed to the individuals making them.

It is important to keep in mind that performance evaluation is just one part of the communication toolbox between the manager and elected officials. It is intended to enhance that communication, not to result in a periodic written "report card" that is an end in

itself. In addition, nothing in the evaluation ought ever to be a surprise. Ongoing conversations should be held throughout the year (assuming that the evaluation is done annually) to help the manager understand if he or she is on course or if any midseason corrections are necessary. Ideally, the items in the evaluation will have already been touched on in these conversations, so the evaluation will serve as a written summary of them.

Public versus private evaluations

When deciding whether to conduct the evaluation process in a public or an executive/closed session, the elected officials, manager, and legal counsel should review state law. When possible, it is recommended that the performance evaluation process occur in executive/closed session between the elected body and manager; however, many states have specific regulations about whether and when the public may be excluded from attending a meeting involving the elected body or from having access to certain records involving a public employee. Such "sunshine" laws were first created to increase public disclosure by governmental agencies. The purpose is to promote accountability and transparency by allowing the public to see how decisions are made and how money is allocated.

While all states have such laws, the exact provisions of those laws vary. For example, specific legislation may require that all government meetings be open to the public or that written records be released upon request. In many states, all local government records are available for review by the public, including evaluation documents and notes, unless they are specifically exempted or prohibited from disclosure by state statutes.

Regardless of whether the evaluation is conducted in a public or an executive/closed session, each state's statute will dictate certain procedures for meeting notification, recording of minutes, and disclosure of decisions made. These procedures should be reviewed by the elected officials, manager, and legal counsel and followed throughout the evaluation process.

However, all final decisions or actions related to the manager's performance (e.g., employment agreement changes, compensation) should be made in a public setting.

Frequency and Timing of Manager Evaluations

As previously noted, the manager evaluation process, including the frequency and timing of the evaluations,

Benefits of executive session/closed meeting to evaluate manager's performance

- Provides a venue for handling issues that are best discussed in private, and ensures confidentiality until a decision is made regarding the manager's performance
- Provides a forum that is not unduly influenced by outside sources
- Promotes a free-flowing discussion of comments by the elected body and manager
- Ensures the respect and privacy of personnel dealings between the elected body and manager
- Improves communication between the elected body and the manager
- Reduces opportunity to politicize the performance evaluation process
- Provides a forum for the elected body and the manager to talk openly about topics that warrant special attention, such as succession planning, senior staff performance, and executive compensation
- Enables elected officials to challenge the manager without fear of undermining his or her authority in the community

Benefits of an open session/meeting to evaluate manager's performance

- Can build transparency and trust by enabling members of the public to view the process
- Can reduce claims of inappropriate agreements and "secrets"
- Can improve elected body, manager, and citizen relationships

Benefits of providing a public summary once the process is completed

- Lets the public know how the elected body evaluates and views the manager
- Ensures transparency and public accountability
- Promotes the embodiment of ICMA's commitment to openness in government
- Provides the organization with another opportunity to earn the public's trust

will ideally have been discussed as part of the employment agreement at the time of the manager's hiring. It is recommended that the initial formal evaluation not

take place until the elected officials and the manager have worked together for a year; however, short, less formal evaluations are recommended on a quarterly basis. After that, at least one formal evaluation (still with quarterly informal evaluations) should be conducted per year, as longer intervals create a higher likelihood of miscommunication and surprises.

It is further recommended that the formal evaluation be scheduled during the least busy time of year for both the manager and the elected officials, avoiding both the budget preparation season (particularly if the manager's compensation is tied to the evaluation) and the election season (lest the manager's evaluation become an election issue). The scheduling should also allow adequate time for newly elected members of the board to become familiar with the manager's performance.

Relationship of Evaluation to Compensation

The primary purposes of a manager's performance evaluation are

1. To provide a tool for communication between the elected body and the manager
2. To provide an opportunity for the elected body to specifically indicate levels of satisfaction with the manager on mutually identified and defined performance priorities
3. To provide an opportunity for the manager to learn and improve
4. To allow for fair and equitable compensation adjustments based on a review of performance in achieving mutually identified priorities and on the elected body's level of satisfaction with the manager's overall performance.

Performance evaluations that are tied directly to compensation decisions are often distorted by those decisions and therefore result in less-than-honest communication between the elected body and the manager. This happens primarily because

1. Elected officials wishing to offer upward compensation adjustments may feel obliged to embellish the evaluation in a positive manner to justify the compensation decision to the public.
2. Elected officials not wishing to adjust compensation may feel obligated to justify their decision with negative comments about performance matters that actually are not a major concern to them.
3. The manager may be reluctant to seek full clarification on issues raised in the evaluation for fear it could result in a reconsideration of the compensa-

tion decision.

To avoid these distortions in communication, a balanced evaluation is necessary. That is, the evaluation should provide the opportunity for open communication and at the same time be used for compensation decisions related to identified performance achievement and corrective actions by the manager. To this end, a balanced evaluation would

1. Establish a clear set of performance expectations prior to the evaluation period.
2. Include a midterm evaluation without any consideration of compensation in order to focus on clarity of communication and performance to date. This evaluation would allow the manager to take steps to address areas of performance that were of concern to the elected body; it would also help to eliminate misunderstandings and miscommunication between the elected body and manager.
3. Use a full-term evaluation to evaluate the level of performance satisfaction for the entire performance period and thus provide the basis for a fair and equitable compensation decision.

Often, factors other than the performance evaluation form the basis of compensation decisions. These nonperformance considerations include

1. The economic climate of the community and region
2. The general status of compensation decisions in the private sector of the community
3. The compensation decisions for other employees of the local government
4. A general review of the competitive position of the local government in the local government's market area
5. A comparative salary review.

In summary, the performance evaluation of a professional manager can provide input into compensation decisions by the local elected body. However, the communication value of an evaluation is best served by a periodic evaluation not directly tied to compensation.

The Evaluation Results

The evaluation serves as the written, formal record of the conversation between the manager and elected body and consists of two important sections. The first section is the elected body's appraisal of the manager's performance with respect to the previously agreed-upon goals for the period under review as well as the general performance of the organization. The

second section contains an agreed-upon list of the goals to be accomplished during the next appraisal period as well as any specific performance areas identified for improvement.

What Others Are Doing: Survey Results

In developing this handbook, the task force surveyed a sample of local government managers within the United States to obtain information on current evaluation practices. The key findings of the survey suggest that the evaluation process is a problem for a sizeable number of managers. Fortunately, though, most respondents did not report problems with their evaluations and took the time to comment on key aspects of successful appraisals. These comments provide clues to the common pitfalls related to the evaluation process and, more importantly, suggestions for improving the process. This section of the handbook describes these survey findings.

The most common challenges managers and elected bodies face with the evaluation process revolve around four general areas: failure to undertake evaluations, lack of a credible appraisal process, lack of knowledge of the council-manager form of government, and lack of communication. Each of these topics is briefly discussed below.

Failure to Undertake Evaluations

Employee appraisals are a standard feature of most workplaces. They serve as a means of enhancing employee performance as well as the overall effectiveness of the organization. Indeed, employee appraisals serve similar purposes as performance measures of programs and services. In both cases, we seek to identify opportunities for continual improvement. Yet people avoid completing performance appraisals, most likely because properly completed appraisals require time and effort. Other reasons for avoidance may include fear of criticism or the underlying stress associated with the appraisal process. Neglecting to undertake regular performance appraisals, however, can lead to underachievement. Worse yet, failing to complete appraisals on a regular basis can lead to unfounded assumptions that all is well when it is not. It is therefore important to establish a regular pattern of appraisals.

The survey responses identified two methods to help ensure that appraisals are conducted on a regular basis. The most common method is to place a require-

ment for an annual evaluation within the employment contract. The requirement should also specify a time of year—often a time that is less busy than others. The other method is to establish an appraisal time at a regularly scheduled annual meeting, such as a board retreat. But while this method achieves the goal of a scheduled appraisal, it is a less satisfactory approach because it may easily dilute the focus necessary for a good appraisal.

Lack of a Credible Evaluation Process

Another common challenge that survey respondents noted is the lack of a credible evaluation process. Problems include lack of structure, little to no preparation, and limited understanding of appraisals, both purpose and process. Process issues may be addressed through formal training of both the manager and council. Training can be accomplished through work sessions with human resource professionals. Another approach is to team up with CEOs and board members of locally-based institutions that have the same challenge and jointly sponsor training programs. Although not as effective as training, the use of standard evaluation forms, customized to a community's goals, is another way of ensuring a more structured process. Lastly, most managers who are satisfied with their appraisal processes noted that one member of the elected body, typically the mayor, provided active oversight of the process and kept discussions on point and on track.

Lack of Knowledge of the Council-Manager Form of Government

Lack of knowledge about the community's form of government and/or the day-to-day work of the manager is another factor that was cited as hindering quality appraisals. In this case, providing information as early as possible to newly elected officials about the form of government is recommended. This can include meeting with those officials and discussing the manager's duties and responsibilities as well as taking them on field visits. Another approach is to partner with the statewide municipal league and/or municipal clerks association to provide seminars on the form of government. Managers can also use opportunities such as community functions to inform the general public about its form of government. Some jurisdictions use the "policy governance" model, whereby

the explicit roles of the manager, elected body, and other key staff such as attorney are clearly defined and documented. Removing misunderstandings and filling informational voids about the form of government can greatly improve appraisals because such efforts clarify the duties and responsibilities of both the manager and the board.

Lack of Communication

Perhaps the most important ingredient for successful appraisals is effective means of communications between manager and elected officials. As in any human relationship, effective communication is key to understanding and removing faulty assumptions. Achieving superior levels of communication requires active listening and regularity. And the benefits of such attention are high. For instance, survey respondents noting the most satisfaction with the appraisal process use a wide variety of means to regularly communicate with their elected bodies. They meet with elected officials on an individual basis and talked with them regularly via telephone. These same managers provide regular written and verbal reports, typically at each board meeting, that discuss the progress on council goals and objectives, strategic plans, and prior evaluation topics, as well as on operational and special topic issues. More detailed reports are provided on a quarterly basis. In addition, many managers meet with their elected bodies more than once a year with a single-issue focus to discuss progress, redefinition, and resourcing of established goals and objectives, strategic plans and efforts, etc. These additional meetings provide time to focus on progress and reduce the probability of end-of-year surprises.

Creating an effective organization takes time and effort. It also requires regular evaluation of services and operations. Evaluating employee performance, especially the manager's, is a vital element of successful organizations. Objective appraisals can be achieved with an accurate understanding of the manager's and elected officials' duties and responsibilities. Communicating regularly and effectively through a variety of means is a vital element of successful organizations and employee appraisals.³

Supplemental Approaches

The basic process for evaluations may be supplemented or expanded by using other tools, such as self-evaluations, periodic check-ins, 360-degree assessments, and conversation evaluations.

Self-Evaluations

It is recommended that a self-evaluation component be included in whatever type of evaluation is used. The purpose of a self-evaluation is for the manager to reflect upon his or her level of performance in achieving the organizational objectives, including both internal and external accomplishments and challenges in handling specific tasks and taking organizational direction. In a public setting, process and perception can be as important as outcomes, and managers should include all three in a self-evaluation. Thus, a manager's self-evaluation should make clear to elected officials the process by which the manager pursued individual goals, and the perceptions of both the manager and stakeholders of the manager's success or failure in meeting those goals. A manager's self-evaluation should be customized to the needs of each governmental entity.

Periodic Check-ins

There is a management philosophy that says there should be no surprises during an evaluation. Managers should be continually evaluating, assessing, measuring, and communicating with employees. Providing this type of continuous evaluation is a greater challenge, however, for elected boards because it requires the participation of all board members—since the manager reports to a group and not a single individual supervisor. If a process is in place for formal evaluations of the manager, such evaluations likely occur just once per year. The annual evaluation can be a stressful time for all involved, and it can also be a challenge to remember all that has occurred over the past year. Moreover, it is easy for annual assessments to skew toward recent events, challenges, and successes while deemphasizing activities that occurred nine or ten months ago. In reality, an elected body's perception of a manager's job performance is often viewed through lenses crafted by the “crisis of the day” or by how smoothly the last board meeting went. A more workable alternative is periodic check-ins.

Periodic check-ins, such as once per quarter, can help reduce the stress and minimize the surprises that can come when a manager's performance is evaluated only annually. A periodic review of a manager's work plan can help remind the elected body of the manager's long-term goals (as set by the organization) so that both parties can evaluate the manager's progress toward meeting those agreed-upon goals. If progress on the work plan has slowed down or other challenges have arisen along the way, a quarterly check-in offers the manager

an opportunity to self-reflect on his or her performance as well as a forum to explain delays. It can also provide the manager the opportunity to remind the board of the 14 core areas noted in the [ICMA Practices for Effective Local Government Leadership](#) that are critical and are part of operating effectively on a day-to-day basis.

A periodic check-in on the manager's work plan is also important when faces on the elected board change, such as after an election, resignation, or reassignment of committees. By apprising the new board members of the manager's work plan, the manager is making certain that the new officials understand and are supportive of the projects or goals that he or she is working on.

360-Degree Assessments

Another form of appraisal process is the 360-degree assessment, which is sometimes referred to as a “self-development” tool. Generally speaking, the 360-degree assessment consists of an employee obtaining feedback from supervisors, subordinates, and peers. In this case, the manager completes a self-evaluation as well, with a sample of the workforce providing the subordinate feedback. In some instances, feedback is also obtained from those outside the organization, such as citizens who have frequently worked with the manager and use the jurisdiction's services regularly.

Some jurisdictions include the 360-degree assessment as part of the manager's appraisal process. The ICMA Voluntary Credentialing Program also uses this method as part of maintaining the credential; however, ICMA's assessments ask only behavioral questions. They do not cover progress toward organizational goals.

In most cases a 360-degree assessment is conducted digitally via the Internet. Raters are provided evaluation forms that are returned to an independent third party via the Internet in order to ensure anonymity and confidentiality.

One of the chief benefits of the 360-degree assessment process is that it provides feedback on competencies that are not regularly seen and therefore are not discussed in the typical performance appraisals. For instance, line staff will see behaviors that elected officials do not see and vice versa. Thus, a manager's performance may be improved because it is evaluated from several different perspectives. However, if the 360-degree assessment is used as part of the appraisal process, caution should be taken so that the evaluation doesn't become a measure of the manager's popularity with staff or the public. The manager works for the elected officials and should be evaluated by them on the basis of their stated expectations.

Conversation Evaluation System⁴

This version of an evaluation is a conversational session between the manager and the elected officials. For situations where there is tension among the elected officials or between the manager and the elected body, a facilitator can be used.

Step #1: Create Factors

The elected officials divide themselves into subgroups—normally an equal number of officials in each. The number of groups should be small, so for a board with 7 members, there would be a group of 3 people and a group of 4 people. With larger boards—say a county board with 20 people—there might be more groups. Where the situation involves a mayor and other elected officials, the mayor can move between the two groups or can be part of one group. The manager makes up his or her own group.

The elected official groups are given a single question that they can respond to with a number of factors: “What should members of the elected body expect of the manager?” The groups place their answers on a flipchart page. The manager also gets a question: “What do you think the elected body ought to expect of the manager?,” to which he or she can also respond with a number of factors listed on a flipchart page.

Step #2: Reach Consensus on the Factors

The subgroups come back together and discuss each of the factors they listed. They work to combine their lists to arrive at between 10 and 15 factors.

Step #3: Assign Weight Values for the Factors

The group divides again, and the subgroups assign points to each of the factors from Step #2. They are given a total of 300 points and may assign from 10 to 30 points to each factor, but each factor must be given an even number of points. More points are given to those items that are a higher priority.

Step #4: Reach Consensus on Weight Values for the Factors

The subgroups come back together again with the point values they have from their discussions. During this conversation, the entire group tries to come to a consensus on how the point values from Step #3 should be allocated.

Step #5: Assign Rating to Each Factor for the Actual Performance of the Manager

The elected officials distribute points to each of the factors on a 1–5 scale, on which 5 is far exceeds expectations, 4 is exceeds expectations, 3 is achieves

expectations, 2 is below expectations, and 1 is far below expectations. For example, a 30-point factor would have the following scale:

30–28	Far exceeds expectations (5)
28–26	Exceeds expectations (4)
26–24	Achieves expectations (3)
24–22	Below expectations (2)
22–20	Far below expectations (1)

These points are totaled, and then added to the points from the section below.

Step #6: Select Goals

The board—collectively and in consultation with the manager—comes up with the list of goals for the manager. Together they then assign another 100 points to the goals for the year. So, for example, 50 points could be assigned to Goal #1, Goal #2 could get 20 points, and Goal #3 could get 20 points, leaving 10 points for Goal #4.

The points from the above 5 steps would be added to the 100 points possible from step number 6 and would be totaled for an overall score using the chart below:

400–360	Far exceeds expectations
359–320	Exceeds expectations
319–280	Meets expectations
279–240	Below expectations
239–200	Far below expectations

In summary, this is a conversational evaluation. The evaluators review the factors each year and everybody owns them. From year to year the factors are revised as necessary to reflect the feelings of the elected body, which can change each year.

Data-gathering/Software Resources

Performance evaluation software can be an effective tool for the elected body to prepare manager evaluations. A wide variety of programs are available, enabling elected bodies to have as much or as little input into the rating categories as they wish. Some programs come with rating categories already provided for a variety of positions, some allow the customer to provide the categories, and some are a hybrid. This flexibility allows the elected officials to create a customized rating tool that works best for them.

Some evaluation software programs allow for multiple raters and some for a single rater. If the program only allows for a single rater, all elected officials convene to discuss each category, agree on the rating, and offer comments, while one elected official enters the rating and comments into the software program. In this case, there needs to be trust among the elected officials that all opinions are being heard and recorded. It is then important that all elected officials review the final draft and offer feedback before it is given to the manager.

If a multiple-rater system is used, elected officials will be completing the evaluation away from the rest of the elected body, so it is recommended that there be group discussion beforehand to ensure consistency in the meaning of the rating categories as in opinions about the manager's performance. The elected officials should also meet after they have entered their ratings because the evaluation *is* a group activity, not a multiple individual activity.

A word of warning regarding the multiple-rater system: It may be difficult to make sure that everyone fully participates in the process. Elected officials won't be informed by each other's comments, and consensus can be hard to achieve. Thus, if some elected officials provide more commentary than others, it could skew the overall evaluation.

Even with the use of performance evaluation software, an in-person conversation between the elected body and the manager is needed to review the evaluation and discuss the results.

As noted above, a wide variety of software programs are available, including

- Online survey tools such as Survey Monkey
- Performance evaluation software (SHRM can recommend)
- NeoGov online performance evaluation module

Conclusion

Communication. That is the essential element to maintaining a good relationship between an elected board and the appointed manager. Communication comes in many forms, but the board's evaluation of the manager is a formalized method of communication that should not be overlooked.

The task force that was formed to develop this handbook compiled and considered the best practices for manager evaluations. The group shared numerous ideas and learned a great deal from each other. The final product demonstrates that just as each manager and board are unique, so too must be the evaluation process for each manager. While there are common

methods of evaluation, the tools and methods used to evaluate one manager in one community may not be appropriate for another manager in a neighboring community. To maximize legitimacy and effectiveness and to enhance communication, a manager's evaluation needs to be tailored to the issues and stated goals of the elected body.

That said, the task force also agreed that there are some standard elements—notably, the [ICMA Practices for Effective Local Government Leadership](#)—that would enhance any evaluation. These 14 core competencies are the framework for what a manager does on a day-to-day basis, and they warrant acknowledgment in the evaluation process.

Finally, while this handbook offers a variety of ideas on the manager evaluation process, the most important takeaway is that the evaluation must take place and that the process must be mutually agreed upon. There are many ways to get this done, but the manager and the board both deserve the structured communication that the evaluation provides.

Sample Evaluation Forms for Local Government CAOs

- [Sample Appraisal of Performance](#)
- [Sample Manager Evaluation Form](#)
- [Sample Manager Performance Evaluation](#)
- [Sample County Administrator Performance Evaluation](#)

Other Resources

- [ICMA Practices for Effective Local Government Leadership](#)
- [Recruitment Guidelines for Selecting a Local Government Administrator](#)
- [ICMA Model Employment Agreement](#)
- [ICMA Code of Ethics with Guidelines](#)

Notes

- 1 Adapted from City Manager Performance Review, Successful Evaluation Tips, City of Mountlake Terrace, WA
- 2 Integrity is not simply concerned with whether the manager's behavior is legal; it also addresses the issue of personal and professional ethics: "Demonstrating fairness, honesty, and ethical and legal awareness in personal and professional relationships and activities." ICMA members agree to abide by the ICMA Code of Ethics.
- 3 Perkins, Jan. "Case Study: It's (Gulp) Evaluation Time." *PM*, July 2005. <http://icma.org/Documents/Document/Document/3602>
- 4 Adapted and used with permission from Lewis Bender, PhD, Professor Emeritus, Southern Illinois University, Edwardsville, lewibender@aol.com

INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION



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City of Gilroy

STAFF REPORT

Agenda Item Title:	Approve Purchase of Vehicle Incursion Barriers
Meeting Date:	January 27, 2025
From:	Jimmy Forbis, City Administrator
Department:	Administration
Submitted By:	Jimmy Forbis, City Administrator
Prepared By:	Victoria Valencia, Economic Development Manager

STRATEGIC PLAN GOALS

Promote Economic Development Activities

RECOMMENDATION

Approve the purchase of Vehicle Incursion Barrier Systems from Meridian Rapid Defense Group for a total of \$295,682.11.

BACKGROUND

A vehicle incursion barrier is a physical barrier that prevents unauthorized vehicles from entering a restricted area. Vehicle incursion barriers are used to protect people and property from the risk of injury or crime.

Meridian Rapid Defense Group LLC (MRDG or MERIDIAN) is a privately-held limited liability company (LLC) in operation for over ten years. MRDG holds national and international patents on its products. MRDG manufactures, sells, rents and distributes its patented best-in-category portable vehicle mitigation barrier solution. The products and all materials are made in the USA. The MRDG technology and products provide many unique and extraordinarily effective features to prevent vehicle ramming by stopping and debilitating vehicles used in terrorism and other vehicular attacks.

ANALYSIS

With the rise in catastrophic incidents occurring at large gatherings in the nation, as well as the increase in attendance at special events occurring in the City of Gilroy, staff has

begun researching best practices for safety and security, as well as ways to decrease risk.

In order to secure events occurring on public streets, vehicle incursion barriers are required. Historically, city staff and event organizers have utilized large vehicles, and most recently concrete barriers, to block vehicle access during events. When vehicles are utilized, they must be staffed and easily moveable in case of an emergency. Due to staffing availability, this is not always achievable. When concrete barriers are used, cranes are needed to remove them, thus leaving roads completely blocked in case of emergency.

Staff began researching moveable vehicle incursion barriers with the following criteria in mind:

- barriers must be easily moveable in case of emergency
- barriers should be sufficient enough in strength and size to stop a 20-ton vehicle from driving into a pedestrian zone
- barriers should be easy to set up/tear down to reduce staff time

Meridian Rapid Defense Group (MRDG) was the only company that carried items that met the above criteria. MRDG brought their equipment to the City of Gilroy for a staff demonstration and review. Staff from various departments attended the demonstration to see how the equipment worked. Following this review, staff, to include police, fire, and public works, believe this equipment will meet the road closure needs of the City and provide the best protection for event attendees, staff, and the community overall.

MRDG's barriers are thoroughly tested, certified, and proven. The Archer 1200 Barrier is the only portable barrier solution to hold certifications in both the U.S. and Europe with both the U.S. Department of Defense and European PAS 68 crash test standards for deployment of unanchored barriers on hard surfaces.

Equipment included in Trailer Kit 1000 (*full GSA list and details in attachment 1*):

- 8 Archer 1200 Barriers; 2 Archer Field Tow Bars; 1 Archer Manual Hauler 2.0; seven (7) 4-foot cables; 1 Rapid Gate Kit, 7 ADA Cable Protectors, 1 Archer Manual Hauler Mount, 2 ADA Cable Protector holders, 1 Wayfinding Package, and 2 Beam Gate Beam Holders.
- Drop Deck trailer carries all necessary equipment including the Archer Manual Hauler, Field Tow Bar and Arrestor Cables.

Staff is recommending the approval of the purchase of two (2) Archer Barrier Trailer Kits and two (2) additional Rapid Gates from Meridian Rapid Defense Group for a total of \$295,682.11, pursuant to Section 4.10 cooperative purchases -through the General Services Administration (GSA) purchasing cooperative program. The barriers are patented, and Meridian is the sole source of these devices.

ALTERNATIVES

Council can choose not to approve the purchase, though this is not recommended by staff at this time. The sole source purchase is due to the proprietary nature of the product. Other products were evaluated, but the MERIDIAN product was deemed the most suitable for Gilroy. The product can only be purchased from MERIDIAN.

FISCAL IMPACT/FUNDING SOURCE

The purchase of the vehicle incursion barriers is included in the fiscal year 2024-25 (FY25) budget in the General Fund (100). A total of \$300,000 was approved by the City Council via the mid-cycle budget adjustment for vehicle incursion barriers.

NEXT STEPS

If approved, staff will place the order. There is a lead time of about 45 days to receive the equipment. Once received, staff will set up training with MERIDIAN and staff will become certified to use the devices.

Attachments:

1. MERIDIAN Quote
2. MERIDIAN GSA Price List
3. MERIDIAN Signed Certification Award



Meridian Rapid Defense Group Sales LLC
 177 E. Colorado Blvd
 Suite 200
 Pasadena CA 91105
 United States

Quote

#QUO-S-10968

11/18/2024

Bill To
 City of Gilroy
 7351 Rosanna Street
 Gilroy CA 95020
 United States

Ship To
 City of Gilroy
 7351 Rosanna Street
 Gilroy CA 95020
 United States

Date	Expires	Shipping Method	Sales Rep
11/18/2024	02/16/2025	Freight Out	Perrin S Lee

Item		Price Level	Quantity	Rate	Amount
TRLKIT1000	Meridian Archer Trailer Kit 1000		2	0.00	
T1000	Meridian 8-Barrier Drop Deck Trailer - 1000	GSA	2	34,247.85	\$68,495.70
AB1200	Archer 1200 Mobile Barrier	GSA	16	6,513.75	\$104,220.00
AMHA003-2	Archer Manual Hauler 2.0	GSA	2	1,925.18	\$3,850.36
AFTB001	Archer Field Tow Bar	GSA	4	574.18	\$2,296.72
AACN4F022	Archer Arrestor Cable - 4 ft.	GSA	14	574.18	\$8,038.52
RGATEKIT	Archer Rapid Gate Kit	GSA	2	12,540.18	\$25,080.36
AMB1200WSP	Marketing Frame Package	GSA	2	5,785.18	\$11,570.36
WAYF-001	Wayfinding Frame	GSA	16	0.00	
WF3C	Caution - Caution	GSA	16	0.00	
WF4PTO	Caution - Pedestrian Traffic Only	GSA	16	0.00	
WF2STP	Caution - Stop	GSA	16	0.00	
WF1RC	Caution - Road Closed	GSA	16	0.00	
ACP003ADA	3 Channel ADA Cable Protector	GSA	14	574.18	\$8,038.52
End of Group				0.00	\$231,590.54
RGATEKIT	Archer Rapid Gate Kit	GSA	2	12,540.18	\$25,080.36
MCTR002	Annual Certified Training		1	3,995.00	\$3,995.00
F	Freight Charges		1	11,595.00	\$11,595.00

Subtotal	\$272,260.90
Tax (9.13%)	\$23,421.21
Total	\$295,682.11

Notes:



QUO-S-10968



Meridian Rapid Defense Group Sales LLC
177 E. Colorado Blvd
Suite 200
Pasadena CA 91105
United States

11.2

Quote

#QUO-S-10968

11/18/2024

Wire Transfer Instructions:

Meridian Rapid Defense Group Sales LLC
Account Number: 568605235
Bank Name: Chase Bank, N.A.
Wire Routing : 021000021
ACH Routing : 322271627

Check Remittance:
530 New Los Angeles Ave #115-345
Moorpark, CA 93021



QUO-S-10968



Science and
Technology

August 6, 2024

RENEWAL OF SAFETY ACT CERTIFICATION

Mr. James Miller
Head of Global Corporate Compliance & Governance
Meridian Rapid Defense Group LLC
1801 Aviation Way
Suite 222
Redondo Beach, California 91105

Re: Archer 1200 Anti-Terrorist Vehicle Barrier
Application ID #: (F-1076-D) C-JRMILLER524-MRDG-001-2-1-REN1

Dear Mr. Miller:

The Department of Homeland Security (the Department) has completed its review and evaluation of your renewal application relating to Archer 1200 Anti-Terrorist Vehicle Barrier (the Technology) described in Exhibit A, pursuant to the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441–444, (the SAFETY Act), and the Regulations Implementing the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 C.F.R. Part 25, 71 Fed. Reg. 33147, 33159 (June 8, 2006) (the Regulations). Pursuant to Section 25.3 of the Regulations, the Secretary of Homeland Security (the Secretary) has delegated responsibilities, powers, and functions under the SAFETY Act, except the authority to determine an act is an Act of Terrorism for purposes of Section 444(2) of the SAFETY Act, to the “Under Secretary for Science and Technology of the Department of Homeland Security or the Under Secretary’s designees.”

After thoroughly reviewing the analysis of the Department’s Office of SAFETY Act Implementation relating to this renewal application and the Technology, I have determined that the Technology satisfies the criteria set forth in Section 442(d)(2) of the SAFETY Act and the corresponding criteria set forth in Section 25.8(a) of the Regulations. Accordingly, I hereby issue a Certification (as defined in Section 25.2 of the Regulations) of the Technology to Meridian Rapid Defense Group LLC (the Seller). Pursuant to Section 442(d)(3) of the SAFETY Act and Section 25.9(i) of the Regulations, also enclosed is a Certificate of Conformance for the Technology, and I have directed that the Technology be placed on the “Approved Products List for Homeland Security.”

TERMS AND CONDITIONS

- Description of Technology. This Certification applies only to the Technology described in Exhibit A (attached).
- Seller of the Technology. Meridian Rapid Defense Group LLC, a Delaware limited liability company is the Seller of the Technology for purposes of the SAFETY Act, the Regulations (including Section 25.2 of the Regulations), and this Certification.
- Term of Certification. This Certification is effective on the date of this SAFETY Act Certification and will remain in effect for the same term as the Designation for the Technology I have issued to the Seller on the date hereof (the Related Designation). Accordingly, this Certification will terminate on the Designation Termination Date (as such term is defined in the Related Designation). The Seller may apply for renewal of this Certification in connection with an application for renewal of the Related Designation.
- Earliest Date of Sale. For purposes of Section 25.7(c) of the Regulations, the earliest date of sale of the Technology to which this Certification applies is January 1, 2016 (the Earliest Date of Sale). This Certification applies, and will apply, to deployments of the Technology by the Seller(s) consummated on or after the Earliest Date of Sale and prior to the Designation Termination Date (as defined above).
- Insurance. The Seller is required to adhere to the insurance requirements set forth in the Related Designation pursuant to Section 25.5 of the Regulations.
- Act of Terrorism. The SAFETY Act provides liability and risk management protections to Sellers of Qualified Anti-Terrorism Technologies that are or will be deployed in defense against, response to, or recovery from Acts of Terrorism as defined in the SAFETY Act. Pursuant to 6 U.S.C. § 444(2), the Secretary has the authority to determine an event constitutes an Act of Terrorism for purposes of triggering SAFETY Act protections. 6 U.S.C. § 444(2) defines an Act of Terrorism as an act that meets the three statutory requirements as further defined and specified by the Secretary. Pursuant to 6 U.S.C. § 444(2), the Secretary may determine an event meets these requirements as further defined and specified by the Secretary based on the facts and circumstances of the event.
- Special Restrictions on Transfer and Assignment. None.
- Special Restrictions on Licensing. None.
- Other Conditions. None.

This Certification is issued under the authorities set forth in, and in accordance with, the SAFETY Act and the Regulations. Except for terms expressly defined in this Certification, all terms used will have the meanings ascribed to them in the SAFETY Act or the Regulations. The

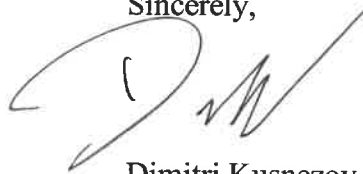
SAFETY Act and the Regulations contain other requirements applicable to the Seller and the Technology. In the event of any conflict between this SAFETY Act Certification and the SAFETY Act or the Regulations, the SAFETY Act, or the Regulations (as the case may be) will take precedence and will control. This issuance of Certification under the SAFETY Act does not constitute compliance with any statutory or regulatory requirements other than those the SAFETY Act and the Regulations impose and does not relieve the Seller of obligations it might have under other Federal, State, or local statutes or regulations.

As an added benefit for obtaining SAFETY Act Certification, the Department can grant Meridian Rapid Defense Group LLC a license to use the SAFETY Act Certified® trademark, which is only available for use by those Sellers of technologies that have obtained SAFETY Act Certification. The Department controls the use of the SAFETY Act Certified® trademark to ensure its display serves as an indication the displaying Seller has obtained Certification from the Department for a certain identifiable technology/product/service. The Department requires users to sign a license agreement to use this trademark. Your license agreement will be provided in a separate communication from the Office of SAFETY Act Implementation. Please follow the instructions for signing and obtaining the right to use the SAFETY Act Certified® trademark.

Lastly, the Department's current policy prohibits the official Department of Homeland Security seal from being used in a manner implying endorsement of any commercial product, service, or policy of a commercial entity. Although Meridian Rapid Defense Group LLC has obtained SAFETY Act Certification for a specific anti-terrorism technology, the Department cannot endorse this Technology over another. Therefore, the Department does not grant authorization to use the official Department of Homeland Security seal in conjunction with designations or certifications.

Any questions regarding this Certification should be directed to the SAFETY Act Help Desk by email at SAFETYActHelpDesk@hq.dhs.gov or by phone at 1-866-788-9318. Please reference application number (F-1076-D) C-JRMILLER524-MRDG-001-2-1-REN1 in all correspondence.

Sincerely,



Dimitri Kusnezov
Under Secretary

Attachments:

1. Meridian Rapid Defense Group LLC, Exhibit A
2. Certificate of Conformance

EXHIBIT A**F-1076-D****MERIDIAN RAPID DEFENSE GROUP LLC****(F-1076-D) C-JRMILLER524-MRDG-001-2-1-REN1– ARCHER 1200 ANTI-TERRORIST
VEHICLE BARRIER**

Meridian Rapid Defense Group LLC (the Seller), a Delaware limited liability company, provides the Archer 1200 Anti-Terrorist Vehicle Barrier (the Technology) a portable and mobile barrier designed to prevent unauthorized vehicle intrusion and vehicle-based attacks. The Technology can be configured as a single unit of the Archer 1200 Anti-Terrorist Vehicle Barrier, as two or more units connected with moveable gates (Archer Rapid Gate or Archer Beam Gate), or three units connected with arrestor cables to form Archer-Guard. The Technology also includes accessories for transportation and positioning.

The Technology, configured as Archer 1200 Vehicle Barrier, Archer Rapid Gate, or Archer-Guard, meets the conditions for American Society for Testing and Materials (ASTM) International F2656-15, Standard Test Method for Crash Testing of Vehicle Security Barriers, Small Passenger Car at 30 miles per hour, Small Car designation with a P2 penetration rating. The Technology consists of the Archer 1200 Barrier, which can be purchased in either a standard or ballistic resistant model (previous model was tested against the ASTM E3141 standard, Standard Test Method for Ballistic Resistant Shields for Law Enforcement). The Technology also includes the Archer Field Tow Bar and Archer Hauler, which are used for transporting and positioning the barrier. The Technology can be configured with the Archer Beam Gate or the Archer Rapid Gate, which creates a moveable gate that allows the passage of vehicles between barriers. Several barriers can be connected and deployed in a group to form a defensive perimeter using the Seller's arrestor cables, which come in lengths of four and ten feet.

The Technology also includes training, site surveys, installation and deployment services, technical documentation, manuals, and technical specifications.



Certificate of Conformance

*This will certify that, on this date,
the United States Department of Homeland Security granted to*

Meridian Rapid Defense Group LLC

A Delaware limited liability company

a Certification for its

Archer 1200 Anti-Terrorist Vehicle Barrier

as an 'Approved Product for Homeland Security' under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002 (the SAFETY Act).

A stylized, handwritten signature in black ink, appearing to read "DK".

Dimitri Kusnezov

*Under Secretary
Science & Technology Directorate*

8.6.24

Date

GENERAL SERVICES ADMINISTRATION**Federal Acquisition Service***Authorized Federal Supply Schedule Catalog/Price List*

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA Advantage!™, a menu-driven database system. The INTERNET address for GSA Advantage!™ is: <http://www.GSAAdvantage.gov>.

Multiple Award Schedule**Code J: Security & Protection*****J05. Security Systems Subcategory***

SIN 334290L Physical Access Control Systems (PACS) – Legacy SIN
SIN OLM Order Level Materials (OLM)



Meridian Rapid Defense Group, LLC.
177 E Colorado Blvd FL 2
Pasadena, CA 91105-1986

Phone: 626-204-6402

Fax: 626-628-2134

<http://www.betterbarriers.com>

Contract Number: 47QSWA19D001F

Period Covered by Contract: November 19, 2023 through November 18, 2028

Business Size: Small Business

Contract Administrator: James Miller

Phone: (626) 204-6402

Email: jmiller@betterbarriers.com

Pricelist current through Modification #PS-0027, effective October 11, 2024

ABOUT MERIDIAN RAPID DEFENSE GROUP

Meridian Rapid Defense Group LLC (MRDG or MERIDIAN) is a privately-held limited liability company (LLC) in operations for over ten years. MRDG holds national and international patents on its products. MRDG manufactures, sells, rents and distributes its patented best-in-category portable vehicle mitigation barrier solution. The products and all materials are made in the USA. The MRDG technology and products provide many unique and extraordinarily effective features to prevent vehicle ramming by stopping and debilitating vehicles used in terrorism and other vehicular attacks.

The keystone element of the anti-terrorism solution is the Archer 1200 barrier and accompanying products as described in more detail below. MERIDIANS's current customers include local, state and federal agencies, military installations and facilities, major police departments, commercial and industrial businesses, and a broad range of entertainment, cultural, civic, educational and sporting events. MRDG's barriers are thoroughly tested, certified, and proven. Indeed, the Archer 1200 Barrier is the only portable barrier solution to hold certifications in both the U.S. and Europe with both the U.S. Department of Defense and European PAS 68 crash test standards for deployment of unanchored barriers on hard surfaces.

The Meridian Archer 1200 is the center point barrier of the anti-terrorism vehicle mitigation and prevention solution to vehicle-ramming attacks and all other improper vehicle intrusion situations. The Archer 1200 Barrier is easily and rapidly deployed through the use of the Archer Field Tow Bar and/or Archer Hauler. The Archer 1200 barriers may be configured in varying numbers and patterns and connected with Arrestor Cables.



The absolutely best-in-industry exemplary features of the Meridian products and technology for crowd safety include:

- rapid deployment of portable barriers with unmatched stopping capabilities for all vehicles;
- delivery and flexible positioning requiring no heavy equipment/cranes and by one person with no team needed;
- modular design so that one or more barriers can be placed, and then easily moved into different configurations in response to changing needs and conditions while denying terrorists the advantages of pre-attack tactical planning;
- the Archer 1200 is 100% reusable with a lifetime guarantee. The barriers can be reused immediately after any impact;
- unlike fixed bollards, the Archer 1200 barriers are non-lethal to the driver and minimize shrapnel spray. The barriers thus preserve the opportunity for authorities to capture the instigator and protect evidence, as well as protect a driver in an accidental scenario;

--the configuration of the barriers enable ease of authorized pedestrian traffic and appropriate vehicles access. One person can deploy the barriers to block a street, roadway or pathway from vehicle access but permit unobstructed pedestrian access. One person can then separate the barriers as needed to provide access by an authorized vehicle and then immediately return the barriers to the appropriate positions to again block all unauthorized vehicles but allow pedestrians to walk though unobstructed.

--the MRDG barriers avoid the problems of fixed concrete bollards and the inefficient, dangerous, vulnerable and uninsured use of police and other vehicles as blockades;

--the MRDG solution does not require electricity to operate, or heavy equipment or hydraulics.

Archer 1200 United States Letters Patent No. 8,215,866.

CUSTOMER INFORMATION**1a. Table of Awarded Special Item Number(s):**

SIN	DESCRIPTION
334290L	Physical Access Control Systems (PACS) – Legacy SIN
OLM	Order Level Materials (OLM)

1b. Lowest Priced Model Number and Price for Each SIN: Part Number AGP001 - \$37.63

1c. Hourly Rates: Not applicable.

2. Maximum Order: \$250,000

3. Minimum Order: \$0

4. Geographic Coverage (Delivery Area): Domestic and overseas delivery.

5. Point(s) of Production (city, county, and state or foreign country): USA.

6. Discounts from List Prices or Statement of Net Price: GSA Net Prices are shown on the attached GSA Price List. Negotiated discount has been deducted and the IFF has been included.

7. Quantity/Volume Discounts: None.

8. Prompt Payment Terms: Net 30 Days

9. Foreign Items: None.

10a. Time of Delivery: 30 days after receipt of order.

10b. Expedited Delivery: Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

10c. Overnight and 2-Day Delivery: Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

10d. Urgent Requirements: Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

11. F.O.B Point(s): Origin, Freight Prepaid and Add

12a. Ordering Address: 177 E Colorado Blvd FL 2 Pasadena, CA 91105-1986

12b. Ordering Procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs) are found in Federal Acquisition Regulation (FAR) 8.405-3

13. Payment Address: 177 E Colorado Blvd FL 2 Pasadena, CA 91105-1986

14. Warranty Provision: Lifetime warranty.

- 15. **Export Packing Charges:** Not applicable.
- 16. **Terms and conditions of rental, maintenance, and repair:** Lifetime warranty for maintenance and repair.
- 17. **Terms and conditions of installation:** None.
- 18a. **Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices:** Lifetime warranty for maintenance and repair.
- 18b. **Terms and conditions for any other services:** Not Applicable.
- 19. **List of Service and Distribution Points:** Not Applicable.
- 20. **List of Participating Dealers:** Not Applicable.
- 21. **Preventive Maintenance:** Not Applicable.
- 22a. **Environmental attributes, e.g., recycled content, energy efficiency, and/or reduced pollutants:** Not Applicable.
- 22b. **Section 508 Compliance:** As Applicable.
- 23. **Unique Entity Identifier (UEI) Number:** CLWHGG9NJ187
- 24. **System for Award Management (SAM):** Meridian Rapid Defense Group is registered in SAM.

OFFERED GSA PRODUCTS AND PRICING

The rates shown below include the Industrial Funding Fee (IFF) of 0.75%.

MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE	COO
AB1200	Archer 1200 Barrier	An unanchored “drop-and-stop” vehicle barrier for rapid deployment on roadways and hard surfaces. Meridian’s ultimate rapidly deployable Archer 1200 Barrier™ can augment fixed-in-place HVM (Hostile Vehicle Mitigation) barriers or be utilized as a primary security system for entry points, roadways and perimeters. Manufactured of high strength, ballistic rated steel, the Archer 1200 Barrier™ is easily installed by one person without the need for cranes, heavy equipment, electricity or hydraulics. Simply off-load and place the barriers— no anchors or assembly are required. The Archer 1200 Barrier™ is an ideal application for: • areas of mass gatherings • campuses • stadiums and sports arenas • police and fire departments • military bases and installations • industrial plants • transportation centers • financial facilities and offices.	EA	\$6,513.75	USA
AFTB001	Archer Field Tow Bar	The Archer Tow Bar is an adjustable, leveraging attachment with dual-grip handles that allows one person to move and deploy the barriers. An easy, two point connection interface provides almost instant tow bar hook up or removal. Each tow bar comes equipped with a heavy duty stay pin.	EA	\$574.18	USA
AACN4F022	4' Arrestor Cable 2.0	The reflective MERIDIAN Arrestor Cables use technology from aircraft carriers to absorb the kinetic energy of a moving vehicle and pull the barriers into play for vehicle mitigation without loss of life. They are attached to barriers in 4-foot segments and can be up to three-ply across strung between two barriers. The reflective cables were designed specifically keeping safety in mind without compromising the mechanical properties of a sling rope. The arrestor cable is manufactured using only the highest grade extra improved plowed steel and vinyl coated in neon yellow that aids in visibility as well as abrasion protection and flexibility. The vinyl coating not only protects the users’ hands and makes the wire easier to handle, but it also seals in any lubrication on the wire rope, increasing it useful life. Each wire rope cable is attached to the barriers by two G-100 Swivel self-locking hooks. The self-locking hooks each have a working load limit of 5,700 pounds and are able to swivel during load, a feature which allows the barriers to roll upon impact, ensuring the safety of the work area.	EA	\$574.18	USA

MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE	COO
AMHA003-2	Archer Manual Hauler 2.0	The newest and most advanced MERIDIAN® Hauler has all the hallmarks of MERIDIAN's products' maintenance free and one [1] person ease of use. The Hauler is a rugged barrier dolly that can traverse a variety of surfaces from asphalt to gravel to unimproved dirt roads. The Hauler features a 3,000 lb. rated jack and is manufactured using high strength and corrosion resistant aluminum T6 6061. Using aluminum has allowed us to decrease the weight of the Hauler by 35% while still providing a lifetime warranty on any component of the hauler. The new Hauler was upgraded with an aluminum core solid thread wheel that will guarantee the hauler will last as long as the life of the barrier. The new hauler brakes are also now adjustable so as the tires slowly wear over time one can simply readjust the brakes, so they are making contact with the tires. The new upgraded leverage action is simple in that it only requires the placement of the extension rod into the barrier receiver and locking the pin in place. Once the leverage Hauler is secured, then a simple swing-action moves the barrier into position. Safety is the key so when lifting the barrier, the leverage action is fast up and slow down with the all-purpose brake being deployed.	EA	\$1,925.18	USA
ABG001-2	Archer Beam Gate 2.0	The Archer Beam Gate 2.0 is the easiest active protection and check point gate to deliver, set up, and install. Its patented design can be a standalone product or when used with Archer 1200 Barriers can be extended for greater lineage coverage or with expansive configurations. The Archer Beam Gate is ideal for events, check points, construction sites, and command center egresses. The Beam Gate can be expanded from 14 to 20 feet using adjustable netting. The adjustable netting is coated in a vibrant safety yellow to not only protect the cable itself but also improve the visibility of the net for any oncoming traffic. The deployment and operation of the Beam Gate requires no electricity or hydraulics and is easily deployable in 15 minutes. It is easily transportable to multiple locations, affords maximum flexibility to meet the unique requirements of the facility and space, and can be maintained easily and inexpensively by one person. The Archer Beam Gate system pivots a full ninety degrees vertically to allow ease of access for large vehicles. The Archer Beam Gate system can also be locked in the vertical position and in the horizontal position in case there is a need for the beam to stay upright or locked downed for extended periods of time. Incorporated into the Archer Beam Gate are the Technical Specifications of: one Archer 750 Barrier, one Archer 750 Ingot Barrier, one Archer 750 Receiver Barrier, one Archer 750 Pivot Barrier, a Archer Ingot Cart and Counterweights, a marketing frame, an Archer Hauler 2.0, two beams, and one netting.	EA	\$48,245.18	USA

MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE	COO
ACP001ADA	Channel ADA Cable Protector	Channel ADA Cable Protectors is an ADA compliant cable protector that protects cables and hoses up to .75" of their outside diameter. Dog bone connectors can extend to any desired length. It has a reinforced hinged lid for easy cable replacement and is available with ADA compliant ramps. It also has a patented 5 bar tread surface for added traction and a modular interlocking design.	EA	\$574.18	USA
ATUPLK001	Archer Touch-Up Paint	MERIDIAN'S Archer Touch-Up Paint is matched the paint of the Archer 1200 Barrier ordered, and can be used to make periodic touch-ups when needed. Includes exactly 6 cans of spray paint.	EA	\$188.17	USA
ACPR001	Custom Paint and Rust Prevention	Meridian offers 8 different colors for our Archer 1200 barriers, but we can do any RAL custom color. With custom color we also include a rust preventative in specific sections of the Archer 1200 Barrier that cannot be powder coated, so they remain bare carbon steel. Carbon steel will naturally rust with just the humidity in the air and even more so when it rains, so we offer a rust preventative coating that will prevent the barriers from rusting for 2000+ hours.	EA	\$72.37	USA
AMB1200WSP	Wayfinding Package	Each Wayfinding Package contains a set of 8 collapsible Wayfinding Frames and 32 preprinted signs. When in the raised position, the frames work to communicate with passing people and vehicles. The preprinted signs come inside a wayfinding box that store and protect the signs while they are not in use. When Archer Barriers are to be moved, the frame is to be lowered so it rests on the back kick plate for easy storage. Keeping the frame on the barriers will help with the speed of deployment during setup. The frames can be colored to match the barriers so that they complete the correct safety look and feel for the community.	EA	\$5,785.18	USA
AGP001	Graphics Package	MERIDIAN'S Graphics Package includes the customer's choice of a customized logo. Please note: If Graphics Package is not chosen the Archer 1200 Barrier will come with a reflective MERIDIAN branded logo. All MERIDIAN branded logos are MUTCD compliant. GSA amount is priced for 1 logo only.	EA	\$56.94	USA

MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE	COO
MRDG-RGATE	Archer Rapid Gate	The Archer Rapid Gate is the fastest active protection and check point gate to deliver, set up, and install. Its patented design can be a standalone product or when used with Archer 1200 Barriers can be extended for greater lineage coverage or with expansive configurations. The Archer Rapid Gate is ideal for events, check points, construction sites, and command center egresses. The Rapid Gate can be expanded from 10 to 14 feet using adjustable netting. The adjustable netting is coated in a vibrant safety yellow to not only protect the cable itself but also improve the visibility of the net for any oncoming traffic. The deployment and operation of the Rapid Gate requires no electricity or hydraulics and is easily deployable in 10 minutes. It is easily transportable to multiple locations, affords maximum flexibility to meet the unique requirements of the facility and space, and can be maintained easily and inexpensively by one person. The Archer Rapid Gate system also pivots horizontally 180 degrees to allow ease of access in both directions of traffic. The Archer Rapid Gate system can also be locked in the open position and in the closed position in case there is a need for the beam to stay closed or locked down for extended periods of time. Incorporated into the Archer Rapid Gate are the Technical Specifications of: four Archer 1200 Barriers, four marketing frames, directional traffic signs, five beams, one net, one Rapid Gate cart, and one Archer Manual Hauler 2.0 for easily maneuverability.	EA	\$38,595.18	USA
MRDG-RGATEKIT	Archer Rapid Gate Kit	The Archer Rapid Gate Kit provides the flexibility to install the Rapid Gate System on any existing Archer 1200 Barriers. The kit was design to easily bolt onto the Archer 1200 Barriers, making each barrier multifunctional. The entire kit can be stored on the Rapid Gate carts and rolled away using the Archer Hauler. The Archer Rapid Gate can be expanded from 10 to 14 feet using adjustable netting. The adjustable netting is coated in a vibrant safety yellow to not only protect the cable itself but also improve the visibility of the net for any oncoming traffic. The deployment and operation of the Rapid Gate requires no electricity or hydraulics and is easily deployable in 10 minutes. It is easily transportable to multiple locations, affords maximum flexibility to meet the unique requirements of the facility and space, and can be maintained easily and inexpensively by one person. The Archer Rapid Gate also pivots horizontally 180 degrees to allow ease of access in both directions of traffic. The Archer Rapid Gate can also be locked in the open position and in the closed position in case there is a need for the beam to stay closed or locked down for extended periods of time. Incorporated into the Archer Rapid Gate Kit are the Technical Specifications of: four marketing frames, directional traffic signs, five beams, one net, and a Rapid Gate cart. The additional purchase of an Archer Manual Hauler 2.0 is recommended for easy maneuverability.	EA	\$12,540.18	USA

MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE	COO
MRDG-TRLKIT1000	Archer Trailer Kit 1000	The new MERIDIAN Archer Trailer Kit 1000 has been equipped with everything needed for certified deployments of up to 8 barriers. The newest upgraded Drop Deck trailer carries all necessary equipment including the Archer Manual Hauler, Field Tow Bar and Arrestor Cables. The Kit includes 8 Archer 1200 Barriers; 2 Archer Field Tow Bars; 1 Archer Manual Hauler 2.0; seven (7) 4-foot cables; 1 Rapid Gate Kit, 7 ADA Cable Protectors, 1 Archer Manual Hauler Mount, 2 ADA Cable Protector holders, 1 Wayfinding Package, and 2 Beam Gate Beam Holders.	EA	\$115,795.18	USA
MRDG-AGUARD	Archer Guard	The Archer Guard is a crash cushion system that can be rapidly deployed by one person on roadways and in tight positions to protect workers in construction zones, in overhead work, maintenance work, flaggers and manholes. Due to the mobility of the Archer Guard the system can be moved easily on rolling construction operations as no heavy equipment of forklifts or drivers are required once deployed in the field. The Archer Guard consists of 3 Archer 1200 Barriers, six (6) 4-foot Arrestor Cables, 2 Archer Field Tow Bars, 1 Archer Manual Hauler 2.0, 3 Wayfinding Frames, and reflective directional inserts.	EA	\$28,945.18	USA
MRDG-TRL7616NW	Archer Guard Trailer	The Archer Guard Trailer from MERIDIAN ensures Archer 1200 Mobile Barriers can be deployed in under ten minutes. To transport and deploy the equipment, the Archer Guard Trailer lowers to the ground, allowing the Archer 1200 Barriers to roll off at street level and eliminating the need for forklifts or heavy equipment. Once the trailer is lowered to the ground, take the Archer Hauler off its convenient trailer mount, and off-load the barriers one at a time. This trailer allows for single-person deployment, making this the perfect trailer for mobile barrier deployment in work safety zones. The arrestor cables can easily be stored inside the storage compartment in the front of the trailer.	EA	\$24,120.18	USA
MRDG-AGUARDKIT	Archer Guard Trailer Kit	The Archer Guard Trailer Kit is the ideal solution to protect workers in construction zones, overhead work, maintenance work, or manholes. The Archer Guard Trailer Kit consists of two Archer Guards systems and the Archer Guard Trailer, ensuring the equipment needed to block off traffic in both directions is on the trailer. Easily move from one side of the road to the next with the Archer Guard Trailer.	EA	\$82,020.18	USA
MRDG-BCRADLE	Beam Gate Beam Cradles	The Beam Gate Beam Cradles make moving the Beam Gate from one location to another smoother, safer, and more efficient. The Beam Cradles are installed on the Meridian Trailer fenders and allow the user to easily secure the Archer Beam Gate 2.0 beams on the trailer.	EA	\$477.68	USA
MFR# MRDG-HMOUNT	Archer Hauler Mount	The Archer Hauler Mount provides the user a location to store the hauler when it is not in use. The Hauler Mount is installed on the Meridian trailer, ensuring that everything needed for a deployment is on the trailer.	EA	\$381.18	USA

MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE	COO
MRDG-T1000	Archer T-1000 Drop Deck Trailer	MERIDIAN manufactures and provides specially designed trailers that carry everything needed for a 4, 6, and 8 Archer Barrier certified deployment. The newest and most advanced trailer is the T-1000 Drop Deck trailer. This trailer is 75 inches wide and readily carries 8 barriers without any tie downs to hold the barriers in place. Instead, the simplicity of e-track shoring bars keeps the barriers locked in when the barriers are being transported. The advantages and advances of this dual axle and four wheel trailer are: 1) it can be operated for one person deployments with a 24 inch swing tailgate; 2) the trailer is both Hydraulic and Air based with solar charging capabilities; 3) upon release of the safety catch the trailer can be lowered and raised with the pressing of the remote control; and 4) the trailer has a heavy duty diamond deck which allows for superior durability. All metal components are powder coated for the toughest of environments with two 10-inch storage compartments.	EA	\$34,247.85	USA
AMB1200WS	Wayfinding Frame	The Archer Directional Signage frames are collapsible frames which when in the raised position work to communicate with passing people and vehicles. Keeping the wayfinding frame on the barriers will help with the speed of deployment during setup. The frames can also be colored to match the barriers so that they complete the correct safety look and feel for the community.	EA	\$627.25	USA